

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
Commissioner Call-In Optional

July 10, 2017 12:00 p.m.

A G E N D A

I. CALL TO ORDER.....Chair Hale

II. AGENDA CHANGES/ADDITIONS.....Chair Hale

III. CONSENT AGENDA

- A. Expenses
 - 1. Approval of Paid Invoice Report – June 2017
- B. Minutes and Reports
 - 1. Approval of Meeting Minutes from June 12, 2017
- C. Other
 - 1. Approve Resolution 1497: CCDC Alley Program, Utility Undergrounding Contract with Idaho Power
[Informational item 6-12-2017, NTE \$203,000]
 - 2. Approve Resolution 1501: Approval of 1420 W. Front Street – Verraso Apartments - Type One
Participation Agreement with Envision 360, Inc. *[Designation 6-12-2017, NTE \$150,000]*
 - 3. Approve Resolution 1502: Approval of 11th & Myrtle – Pioneer Corner – Type Four Participation
Agreement with BVGV Parcel B, LLC *[Designation 6-12-2017, NTE \$100,000].*

IV. ACTION ITEM

- 12:05 A. CONSIDER: Approve Resolution 1500: Awarding 2017 Streetscape Improvements Contract (5 mins)
..... Mary Watson
- 12:10 B. CONSIDER: The Afton Phase II Proposed Design Revisions (10 mins) Shellan Rodriguez

V. ADJOURN

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



Paid Invoice Report

For the Period 06/01/2017 through 06/30/2017

Payee	Description	Payment Date	Amount
Debt Service:			
US Bank	2010 B Bond interest	6/8/2017	156,626.25
US Bank	2010 B Bond principal	6/8/2017	5,585,000.00
US Bank	2010 C Bond interest	6/8/2017	61,705.82
US Bank	2010 C Bond principal	6/8/2017	1,650,000.00
Total Debt Payments:			7,453,332.07
Payroll:			
EFTPS - IRS	Federal Payroll Taxes	6/8/2017	12,326.44
Idaho State Tax Commission	State Payroll Taxes	6/8/2017	2,309.00
CCDC Employees	Direct Deposits Net Pay	6/8/2017	30,248.22
PERSI	Retirement Payment	6/8/2017	10,659.93
EFTPS - IRS	Federal Payroll Taxes	6/21/2017	12,348.46
Idaho State Tax Commission	State Payroll Taxes	6/21/2017	2,319.00
CCDC Employees	Direct Deposits Net Pay	6/21/2017	30,357.71
PERSI	Retirement Payment	6/21/2017	10,518.45
Total Payroll Payments:			111,087.21
Checks and ACH			
Various Vendors	Check and ACH Payments Issued (See Attached)	June 2017	1,078,734.05
Total Paid Invoice, Reported Payments:			1,078,734.05

Total Cash Disbursements: \$ 8,643,153.33

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

Finance Director	Executive Director	Board Member
7/5/2017	7/6/17	
Date	Date	Date

Report Criteria:

Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3989	Access Integration	017O1070-1	Access Control System - G	06/16/2017	8,839.83	62474	06/28/2017
Total 3989:					8,839.83		
1097	Advanced Sign Design	62951-IN	"No Alcohol" Signs for Grov	05/30/2017	2,775.00	62450	06/13/2017
Total 1097:					2,775.00		
1139	American Cleaning Service	56088	Trailhead Cleaning - 12 Mo	05/01/2017	892.10	62451	06/13/2017
		57511	Trailhead Cleaning - 12 Mo	05/01/2017	892.10	62451	06/13/2017
		58192	Trailhead Cleaning - 12 Mo	05/01/2017	892.10	62451	06/13/2017
		58742	Windown Cleaning Service	05/26/2017	399.00	62451	06/13/2017
		58907	Trailhead Cleaning - 12 Mo	06/01/2017	892.10	62451	06/13/2017
Total 1139:					3,967.40		
1316	Blue Cross of Idaho	1714500000	Health Insurance - June 20	06/01/2017	18,957.33	62452	06/13/2017
Total 1316:					18,957.33		
1331	Boise Centre	8238-IN	Grove maintenance fee - J	06/01/2017	6,922.00	62475	06/28/2017
Total 1331:					6,922.00		
1385	Boise City Utility Billing	0447416001	848 Main St # 0447416001	06/01/2017	6.65	10446	06/26/2017
		0548469002	CD 107 S 9th-Trash servc	06/01/2017	275.86	10446	06/26/2017
		0548469002	RM 107 S 9th-Trash servc	06/01/2017	187.58	10446	06/26/2017
		0548469002	WS 107 S 9th-Trash servc	06/01/2017	88.27	10446	06/26/2017
Total 1385:					558.36		
1418	Boise Metro Chamber of C	5775082	Mayor's State of the City sp	06/13/2017	650.00	10427	06/30/2017
Total 1418:					650.00		
3552	Boise Weekly	93748	Grove Reopening Ads	05/24/2017	1,484.00	62453	06/13/2017
		93776	Grove Reopening Ads	05/31/2017	2,226.00	62453	06/13/2017
Total 3552:					3,710.00		
3712	Car Park	APRIL 2017	Capitol & Myrtle - Myrtle	04/30/2017	20,007.22	10417	06/14/2017
		APRIL 2017	Capitol & Main - Cap T	04/30/2017	31,944.38	10417	06/14/2017
		APRIL 2017	9th & Front - City Centre	04/30/2017	41,125.98	10417	06/14/2017
		APRIL 2017	Capitol & Front - BLVD	04/30/2017	13,123.81	10417	06/14/2017
		APRIL 2017	9th & Main - Eastman	04/30/2017	36,997.65	10417	06/14/2017
		APRIL 2017	10th & Front - Grove	04/30/2017	22,139.17	10417	06/14/2017
		MAY 2017	Capitol & Myrtle - Myrtle	05/31/2017	17,777.37	10428	06/30/2017
		MAY 2017	Capitol & Main - Cap T	05/31/2017	31,723.52	10428	06/30/2017
		MAY 2017	9th & Front - City Centre	05/31/2017	30,628.95	10428	06/30/2017
		MAY 2017	Capitol & Front - BLVD	05/31/2017	12,287.96	10428	06/30/2017
		MAY 2017	9th & Main - Eastman	05/31/2017	22,971.58	10428	06/30/2017
		MAY 2017	10th & Front - Grove	05/31/2017	22,443.13	10428	06/30/2017

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3712:					303,170.72		
3857	Carew Co	2163	Grove 2.0 Opening	06/20/2017	812.50	62476	06/28/2017
		2166	Stage Banners - The Grov	06/25/2017	2,150.00	62476	06/28/2017
		2167	Grove 2.0 Opening - Email	06/25/2017	218.75	62476	06/28/2017
		2168	ParkBOI Website Design	06/25/2017	1,450.00	62476	06/28/2017
Total 3857:					4,631.25		
3898	Carver Thornton Young (C	17-0603	8th Street Corridor Const.	05/31/2017			
		17-0603	8th Street Corridor Const.	05/31/2017			
		17-0603	8th Street Corridor Const.	05/31/2017	2,020.50	10429	06/30/2017
Total 3898:					2,020.50		
1556	Caselle Inc.	80261	Contract support - June 20	06/01/2017	787.33	62446	06/01/2017
Total 1556:					787.33		
3910	Chen, Joey	GFOA BUDG	GFOA Budget Training Exp	05/03/2017	1,056.32	10398	Multiple
Total 3910:					1,056.32		
3909	City of Many Trees LLC	170101025-0	8th Street, Broad to Myrtle,	05/31/2017	54,318.00	62454	06/13/2017
Total 3909:					54,318.00		
3972	CMYK Grafix	N2834	AA5/Grove Plaza Statge B	06/06/2017	1,493.61	62477	06/28/2017
Total 3972:					1,493.61		
3947	Crane Alarm Service	7904	Fire Alarm System - Monito	06/01/2017	25.00	62455	06/13/2017
Total 3947:					25.00		
1703	CSHQA	29898	Final Design, Construction	05/31/2017	1,842.30	10418	06/14/2017
		29898	Final Design, Construction	05/31/2017	7,985.39	10418	06/14/2017
		29898	Grove Plaza Construction	05/31/2017	885.75	10418	06/14/2017
		29899	Central district infrastrucur	05/31/2017	8,327.88	10418	06/14/2017
Total 1703:					19,041.32		
1787	Downtown Boise Associati	101593	Alive After Five Sponsorshi	05/15/2017	8,000.00	62456	06/13/2017
		101594	Alive After Five Sponsorshi	05/15/2017	6,600.00	62456	06/13/2017
		101601	2017 Car Show - TDM	05/23/2017	5,000.00	62456	06/13/2017
		8084	CD Clean Team	06/01/2017	2,193.63	62456	06/13/2017
		8084	RM Clean Team	06/01/2017	1,491.67	62456	06/13/2017
		8084	WS Clean Team	06/01/2017	701.96	62456	06/13/2017
		8085	8th St Clean Team	06/01/2017	546.00	62456	06/13/2017
Total 1787:					24,533.26		
1838	Elam & Burke P.A.	167743	Ash Street Properties	04/30/2017	527.00	10430	06/30/2017
		167744	Multi-Modal Center/Grove	04/30/2017	1,626.00	10430	06/30/2017
		167745	CD Closeout	04/30/2017	100.00	10430	06/30/2017
		167746	Public Records Request	04/30/2017	1,260.00	10430	06/30/2017

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		167747	Civic Partners Developmen	04/30/2017	920.00	10430	06/30/2017
		167748	GBAD Projects	04/30/2017	417.00	10430	06/30/2017
		167749	Parcel B Hotel Project	04/30/2017	1,513.00	10430	06/30/2017
		167750	Parking Matters	04/30/2017	801.00	10430	06/30/2017
		167751	RM Bond Financing	04/30/2017	6,382.95	10430	06/30/2017
		167752	Max Coursey	04/30/2017	1,946.00	10430	06/30/2017
		167753	New URD	04/30/2017	180.75	10430	06/30/2017
		167754	101-0 General	04/30/2017	49.90	10430	06/30/2017
		167755	Parcel B Hotel Project/Stre	04/30/2017	60.00	10430	06/30/2017
		167756	RM Implement	04/30/2017	340.00	10430	06/30/2017
		167757	WS District SS	04/30/2017	60.00	10430	06/30/2017
		168328	Ash Street Properties	05/31/2017	216.00	10430	06/30/2017
		168330	The Afton	05/31/2017	204.00	10430	06/30/2017
		168331	Multi-Modal Center/Grove	05/31/2017	901.00	10430	06/30/2017
		168333	CD Closeout	05/31/2017	60.00	10430	06/30/2017
		168334	Civic Partners Developmen	05/31/2017	2,350.65	10430	06/30/2017
		168335	Parcel B Hotel Project	05/31/2017	1,513.00	10430	06/30/2017
		168336	Parking Maters	05/31/2017	992.05	10430	06/30/2017
		168337	RM Bond Financing	05/31/2017	6,146.10	10430	06/30/2017
		168339	Boise Library	05/31/2017	45.00	10430	06/30/2017
		168340	Multi-Purpose Facility & Sh	05/31/2017	180.00	10430	06/30/2017
		168341	101-0 General	05/31/2017	1,878.20	10430	06/30/2017
		168342	SS Standards	05/31/2017	60.00	10430	06/30/2017
		168343	RM Implement	05/31/2017	220.00	10430	06/30/2017
		168344	WS District SS	05/31/2017	60.00	10430	06/30/2017
Total 1838:					31,009.60		
1898	Fiberpipe	1817-17649	Email, Audio, & Domain	06/01/2017	41.90	62457	06/13/2017
Total 1898:					41.90		
3807	FreedomVoice Systems	2017-060105	Monthly Service	06/01/2017	548.21	62458	06/13/2017
Total 3807:					548.21		
3882	Gardner Plaza LLC	AP ADJUST	T3 Adjustment - Streetscap	06/22/2017	75,000.00-	62478	06/28/2017
		DRAW #7	Remediation of Contaminat	09/30/2016	1,200.00	62478	06/28/2017
		DRAW #8	Remediation of Contaminat	01/31/2017	8,671.25	62478	06/28/2017
		DRAW #9	Remediation of Contaminat	03/20/2017	2,120.75	62478	06/28/2017
		DRAW#6ADJ	Remediation of Contaminat	09/30/2016	21,044.94	62478	06/28/2017
		DRAW#6ADJ	Streetscape & Utilities	09/30/2016	114,503.15	62478	06/28/2017
		DRAW#6ADJ	Streetscape & Utilities	09/30/2016	114,503.15-	62478	06/28/2017
		DRAW#6ADJ	Streetscape & Utilities	09/30/2016	79,711.46	62478	06/28/2017
		DRAW#6ADJ	Tree Wells	09/30/2016	120,000.00	62478	06/28/2017
		DRAW#6ADJ	Tree Wells	09/30/2016	120,000.00-	62478	06/28/2017
		DRAW#6ADJ	Tree Wells	09/30/2016	99,488.00	62478	06/28/2017
Total 3882:					137,236.40		
3778	Gingerich Site & Undergro	17-4329	Mulligans	05/30/2017	761.25	62459	06/13/2017
		17-4329	9th Street, Myrtle to Lee St.	05/30/2017	1,492.50	62459	06/13/2017
Total 3778:					2,253.75		
3832	Glancey Rockwell & Associ	15703	CCDC Garage and Lobby	05/31/2017	637.50	62460	06/13/2017
		15704	Design & CA for Exterior P	05/31/2017	1,355.00	62460	06/13/2017

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3832:					1,992.50		
3497	Hampton Inn & Suites	CRANA ALA	Reimburse for Crane Alarm	06/01/2017	2,960.00	62479	06/28/2017
Total 3497:					2,960.00		
3853	Hawkins Companies LLC	04052017	Cap T. Condo Reimbursem	05/31/2017	6,762.33	62480	06/28/2017
Total 3853:					6,762.33		
2129	Idaho Blueprint & Supply C	414476	Parking Strategy Prints	06/15/2017	102.34	10431	06/30/2017
Total 2129:					102.34		
2165	Idaho Power	2200406607J	9th St outlets #220040660	06/05/2017	3.95	10445	06/16/2017
		2200910368J	617 S Ash #2200910368	06/05/2017	5.27	10445	06/16/2017
		2201627995J	9th & State # 2201627995	06/01/2017	3.54	10445	06/16/2017
		2202934903J	8th St lights #2202934903	06/05/2017	57.60	10445	06/16/2017
		2205983212J	Grove Vault #2205983212	06/05/2017	395.09	10445	06/16/2017
Total 2165:					465.45		
2186	Idaho Statesman	263244 MAY	Legal Notices	05/31/2017	325.48	62461	06/13/2017
Total 2186:					325.48		
2189	Idaho Transportation Dep't	US-20, RES	Myrtle, Front, Broadway Re	06/12/2017	60,840.00	Multiple	Multiple
Total 2189:					60,840.00		
2240	Intermountain Gas Compa	6948213000	617 Ash St #69482130007	05/22/2017	9.57	10443	06/06/2017
Total 2240:					9.57		
2252	International Downtown As	89983	Member dues	05/02/2017	1,205.00	62462	06/13/2017
Total 2252:					1,205.00		
3966	Involta	25645	Website Hosting Services	05/31/2017	1,347.90	62481	06/28/2017
Total 3966:					1,347.90		
4005	IRONSMITH INC	12612	Spare Grove 2.0 Tree Grat	06/01/2017	3,069.00	62463	06/13/2017
Total 4005:					3,069.00		
2288	Jensen Belts	1603-16	2016 LIV District Public Infr	05/31/2017	16,062.90	10432	06/30/2017
		1642-6	2017 RMOB SS	05/31/2017	3,543.83	10432	06/30/2017
		1642-6	2017 WS SS	05/31/2017	276.00	10432	06/30/2017
Total 2288:					19,882.73		
4006	Kathy Wanner	OPPA - ORE	OPPA, OR 2017 Expense	06/05/2017	46.66	10416	06/06/2017
Total 4006:					46.66		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3922	Kevin Martin	GFOA DENV	GFOA Denver 2017 Exp. R	06/05/2017	1,171.77	10415	06/06/2017
Total 3922:					1,171.77		
3913	Kimley-Horn and Associate	191934010-0	Parcel B Garage Study	05/31/2017	190.00	62482	06/28/2017
Total 3913:					190.00		
3819	Level 3 Communications L	55575230	Internet & Data	05/17/2017	669.61	62464	06/13/2017
Total 3819:					669.61		
2465	Materials Testing & Inspect	142871	10th and Front Street Gara	05/01/2017	1,400.00	62465	06/13/2017
		143255	10th and Front Street Gara	05/31/2017	800.00	62465	06/13/2017
		143655	10th and Front Street Gara	05/31/2017	200.00	10433	06/30/2017
		143655	10th and Front Street Gara	05/31/2017	400.00	10433	06/30/2017
Total 2465:					2,800.00		
3950	McAlvain Construction Inc.	115013-20	Grove Construction	05/31/2017	166,255.97	10419	06/14/2017
Total 3950:					166,255.97		
3833	Musgrove Engineering P.A.	17-047B	Design and Construction D	05/26/2017	3,765.00	10420	06/14/2017
Total 3833:					3,765.00		
3859	Piper Jaffray & Co	2017 SERIE	2017 Series A & B Bonds	06/08/2017	45,362.50	62483	06/28/2017
Total 3859:					45,362.50		
2774	Pro Care Landscape Mana	14577	8th Street Corridor - Sprinkl	05/31/2017	1.85	62484	06/28/2017
		14630	5th/Front - Weed Control	05/31/2017	70.00	62484	06/28/2017
		14631	617 Ash Street - Mow/Prun	05/31/2017	376.42	62484	06/28/2017
		14631	617 Ash Street - Mow/Prun	05/31/2017	84.42	62484	06/28/2017
		14631	Move Irrigation Line - Ash	05/31/2017	84.42	62484	06/28/2017
		14632	621/647 Ash Street - Weed	05/31/2017	99.00	62484	06/28/2017
		14633	8th Street Corridor -	05/31/2017	427.00	62484	06/28/2017
		14634	10th & Front Garage - Mow	05/31/2017	440.00	62484	06/28/2017
		14635	Pioneer Street Green - Mo	05/31/2017	366.00	62484	06/28/2017
		14636	Plum Street - Weed Contr	05/31/2017	40.00	62484	06/28/2017
Total 2774:					1,820.27		
3896	Rim View LLC	JUNE 2017	Monthly Rent and NNN - Tr	06/01/2017	12,878.91	62447	06/01/2017
Total 3896:					12,878.91		
3891	Ross Borden	GFOA DENV	GFOA - Denver Expense R	06/05/2017	333.93	10413	06/06/2017
Total 3891:					333.93		
3979	Sam Schwartz Engineering	68393	Front & Myrtle Couplet Alte	05/31/2017	3,091.25	10434	06/30/2017
Total 3979:					3,091.25		
3968	Sarah Jones	JUNE 2017	Milage for Business Use of	06/05/2017	41.74	10414	06/06/2017

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3968:					41.74		
3542	Security LLC - Plaza 121	JUNE 2017	Office rent - June 2017	06/01/2017	10,219.30	62448	06/01/2017
Total 3542:					10,219.30		
3506	softwareONE	US-SCU-103	Office Pro Licenses	06/01/2017	4,457.82	62466	06/13/2017
Total 3506:					4,457.82		
3974	Stability Networks Inc.	24536	Public Wi-Fi @ The Grove	06/14/2017	21,145.06	10435	06/30/2017
		24632	Complete Care Network Su	05/31/2017	1,800.00	10421	06/14/2017
		24632	App River SecureTide	05/31/2017	70.00	10421	06/14/2017
		24632	Azure Cloud Backup	05/31/2017	420.00	10421	06/14/2017
		24736	Public Wi-Fi @ The Grove	06/15/2017	525.00	10435	06/30/2017
		24763	Garage Firewalls - Update	06/20/2017	2,000.00	10435	06/30/2017
Total 3974:					25,960.06		
3029	State Insurance Fund	15978414	Workers Comp	05/26/2017	965.00	62467	06/13/2017
Total 3029:					965.00		
3242	Suez Water Idaho	0600033719	Eastman office #06000337	05/12/2017	69.35	10442	06/01/2017
		0600357562	Grove & 10th #060035756	05/12/2017	101.68	10442	06/01/2017
		0600557272	Pioneer St Green #060055	05/23/2017	29.69	10444	06/12/2017
		0600634762	617 Ash St water #060063	05/12/2017	38.60	10442	06/01/2017
		0600639143	516 S 9th St irri #06006391	05/26/2017	43.32	10444	06/12/2017
		0600668230	437 S 9th St irri #06006688	05/26/2017	39.91	10444	06/12/2017
		0600721753	Grove Plaza #0600721753	05/23/2017	2,307.69	10444	06/12/2017
		0600911085	280 N 8th Sprinklers #0600	05/23/2017	41.60	10444	06/12/2017
Total 3242:					2,671.84		
3831	The Land Group Inc.	0138196	Pioneer Pathway 11th & M	05/31/2017	2,700.00	10422	06/14/2017
		0138272	8th Street	05/31/2017	944.45	10436	06/30/2017
Total 3831:					3,644.45		
4009	TML Heating & Air Conditio	225974	Cooling Fan - Server Room	06/19/2017	59.00	62485	06/28/2017
Total 4009:					59.00		
3693	Trademark Sign Company	2908	8th/Fulton Artwork	06/09/2017	250.00	62486	06/28/2017
Total 3693:					250.00		
3923	Trailhead	1511	Boise City - 5/01/16 Statem	05/31/2017	95.02	10428	06/14/2017
		1511	Idaho Power - 05/04/17 Sta	05/31/2017	205.71	10428	06/14/2017
		1511	Suez- 05/15/17 Statement	05/31/2017			
		1511	Suez- 05/15/17 Statement	05/31/2017	88.30	10428	06/14/2017
		1511	Suez- 05/15/17 Statement	05/31/2017			
Total 3923:					389.03		
3170	Treasure Valley Coffee Inc.	05026897	Water & Cooler Rental	05/30/2017	75.00	10423	06/14/2017

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		05068478	Coffee	06/05/2017	132.05	10429	06/14/2017
		05073184	Tea	06/16/2017	9.20	10437	06/30/2017
Total 3170:					216.25		
4007	Two Ocean Prints	2785	The Grove 2.0 Grand Open	05/30/2017	385.00	62468	06/13/2017
Total 4007:					385.00		
3233	United Heritage	02014-001 J	ST & LT Dissability & Life I	06/01/2017	1,265.64	62469	06/13/2017
Total 3233:					1,265.64		
3835	US Bank - Credit Cards	05.25.2017	Street/District Improvement	05/25/2017	192.82	10412	06/07/2017
		05.25.2017	Voice, data & webhosting s	05/25/2017	25.00	10412	06/07/2017
		05.25.2017	Office Supplies	05/25/2017	1,991.42	10412	06/07/2017
		05.25.2017	Postage	05/25/2017	71.70	10412	06/07/2017
		05.25.2017	Dues & Subscriptions	05/25/2017	690.00	10412	06/07/2017
		05.25.2017	Travel & Meeting(non-local	05/25/2017	2,366.59	10412	06/07/2017
		05.25.2017	Local Meetings & Transpor	05/25/2017	190.65	10412	06/07/2017
		05.25.2017	Computer Equipment	05/25/2017	320.21	10412	06/07/2017
		05.25.2017	The Grove - Operations	05/25/2017	2,375.07	10412	06/07/2017
		05.25.2017	Professional Services Gen	05/25/2017	34.00	10412	06/07/2017
Total 3835:					8,257.46		
3864	USI Idaho Kibble & Prentic	2146508	Comm. Package Renewal	05/18/2017	742.00	62470	06/13/2017
Total 3864:					742.00		
3266	Valley Regional Transit	2017	Three-Year Green-Bike Ple	06/01/2017	4,300.00	10438	06/30/2017
		21460	Bus Passes	05/15/2017	540.00	62471	06/13/2017
Total 3266:					4,840.00		
3841	VoiceText Communications	5.31.2017-55	Conference calls	05/31/2017	25.58	10439	06/30/2017
		5.7.17-52021	Conference calls	05/07/2017	5.18	10424	06/14/2017
Total 3841:					30.76		
3997	Wash Worx	182	Bench Repair - Grove	06/06/2017	275.00	10440	06/30/2017
		183	Bike Rack Repair - 8th Stre	06/07/2017	200.00	10440	06/30/2017
		185	Bike Rack Install - WS	06/10/2017	450.00	10440	06/30/2017
		185	Bike Rack Install - WS	06/10/2017	450.00	10440	06/30/2017
		185	Bike Rack Install - WS	06/10/2017	450.00	10440	06/30/2017
Total 3997:					925.00		
3332	Watson Associates	DRAW#2A	10th/Front (Grove) Repair	06/01/2017	595.55	62487	06/28/2017
		DRAW#2A	10th/Front (Grove) Repair	06/01/2017	39,332.00	62487	06/28/2017
Total 3332:					39,927.55		
3365	Westerberg & Associates	198	Legislative Advisement Ser	05/31/2017	2,000.00	10425	06/14/2017
Total 3365:					2,000.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3998	Western Records Destructi	0356985	Records Destroyed	05/31/2017	40.00	62488	06/28/2017
Total 3998:					40.00		
3374	Western States Equipment	363510	Bldg 8 generator maintena	06/07/2017	252.50	62489	06/28/2017
		IN000346568	Bldg 8 generator maintena	05/17/2017	1,327.19	62472	06/13/2017
		IN000346573	Bldg 8 generator maintena	05/17/2017	624.37	62472	06/13/2017
Total 3374:					2,204.06		
3852	Worrell Communications L	4098	Strategic Communications	06/18/2017	2,937.50	10441	06/30/2017
Total 3852:					2,937.50		
3990	Xerox Corporation	089358908	Copier Lease - MAY2017	05/30/2017	409.33	10426	06/14/2017
Total 3990:					409.33		
Grand Totals:					1,078,734.05		

Report Criteria:

Detail report type printed

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

I. CALL TO ORDER

Vice Chair Zuckerman convened the meeting with a quorum at 12:01p.m.

Present were: Commissioner Dana Zuckerman, Commissioner Scot Ludwig, Commissioner Ben Quintana, Commissioner Gordon Jones, Commissioner Pat Shalz, Commissioner Dave Bieter, and Commissioner Ryan Woodings.

Absent Were: Commissioner John Hale, and Commissioner Maryanne Jordan

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

II. AGENDA CHANGES/ADDITIONS

There were no changes/additions to the agenda.

III. CONSENT AGENDA

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

Commissioner Shalz moved to approve the Consent Agenda.
Commissioner Woodings seconded the motion.

John Brunelle, CCDC Executive Director, made a comment regarding Consent Item C.1:

"We received an email yesterday that was clearly intended to go to all of the Commissioners. So we have taken the step to provide a copy of that to each of you here at the meeting. We think it's important that information gets to you. What we have here is an individual asking for specific aspects or details to be included in the policy that we're asking you to adopt today. From our thorough review of this and assessing this with our staff and attorneys it's apparent that all of this is already in the policy and they are in the packet as well."

Commissioner Quintana made a comment regarding Consent Item B.1, recusing himself from voting on the meeting minutes from the May 8 meeting as he was not present.

All said Aye. The motion carried 7-0.

IV. ACTION ITEMS

A. PUBLIC HEARING: Removal of Downtown Boise Streetscape Standards and Elements of Continuity Attachments from Central, River Myrtle – Old Boise, and Westside Downtown Urban Renewal Plans.

Vice Chair Zuckerman opened the meeting for comment. There were no public comments made.

B. CONSIDER: Resolution 1495 Removing the Downtown Boise Streetscape Standards and Elements of Continuity Attachments from Urban Renewal Plans.

Matt Edmond, CCDC Project Manager, gave a report.

Commissioner Shalz made a motion to adopt Resolution #1495 approving modification of urban renewal plans to remove outdated streetscape standards and elements of continuity attachments from Central, River Myrtle-Old Boise, and Westside Downtown Urban Renewal Plans.

Commissioner Woodings seconded the motion.

All said Aye. The motion carried, 7-0.

C. CONSIDER: Resolution 1496 Updating the Cooperative Agreement with Idaho Transportation Department for Front and Myrtle Resurfacing Project.

Matt Edmond, CCDC Project Manager, gave a report.

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

Commissioner Woodings seconded the motion.

All said Aye. The motion carried 7-0.

D. CONSIDER: 11th & Myrtle – Pioneer Corner – Type Four Participation Agreement Designation with BVGC Parcel B, LLC.

Matt Edmond, CCDC Project Manager, gave a report.

Commissioner Shalz made a motion to direct staff to negotiate a final Type 4 Participation Agreement with BVGC Parcel B, LLC for future Board approval.

Commissioner Woodings seconded the motion.

All said Aye. The motion carried 7-0.

E. CONSIDER: Resolution 1498: Adopting New Procurement Policy.

Mary Watson, CCDC Contracts Manager & Attorney, gave a report.

Commissioner Shalz made a motion to adopt Resolution #1498 adopting a new Procurement Policy consistent with Chapter 28, Title 67, Idaho Code.

Commissioner Woodings seconded the motion.

All said Aye. The motion carried 7-0.

F. CONSIDER: 1420 Front Street – Verraso - Type One Participation Agreement Designation with Envision 360, Inc.

Laura Williams, CCDC Development Specialist, gave a report.

Commissioner Shalz made a motion to direct staff to negotiate a final Type One Participation Agreement with Envision 360, Inc. for future Board approval.

Commissioner Woodings seconded the motion.

All said Aye. The motion carried 7-0.

G. CONSIDER: 3200 Moore Street - Sandhill Crane - Type One Participation Agreement Designation with Boise City Ada County Housing Authority.

Shellan Rodriguez, CCDC Project Manager, gave a report.

Commissioner Shalz made a motion to direct staff to negotiate a final Type One Participation Agreement with the Boise City/Ada County Housing Authority for Board approval within the next 12 months.

Commissioner Woodings seconded the motion.

All said Aye. The motion carried 7-0.

V. INFORMATION/DISCUSSION ITEMS

A. CCDC Alley Program, Utility Underground 5th to 3rd between Main and Idaho

Matt Edmond, CCDC Project Manager, gave a report.

B. Operations Report

John Brunelle, CCDC Executive Director, gave a report.

VI. EXECUTIVE SESSION

A motion was made by Commissioner Shalz to go into executive session at 1:30p.m. to deliberate regarding acquisition of an interest in real property which is now 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)].

A roll call vote was taken:

Commissioner Hale; Absent

Commissioner Zuckerman; Aye

Commissioner Shalz; Aye

Commissioner Ludwig; Aye

Commissioner Jones; Aye

Commissioner Woodings; Aye
Commissioner Jordan; Absent
Commissioner Quintana; Aye
Commissioner Bieter; Aye

The motion carried 7-0

Pending litigation was discussed.

VII. EXECUTIVE SESSION ADJOURN

A motion was made by Commissioner Shalz to adjourn executive session at 1:28p.m. and return to the public meeting. Commissioner Woodings seconded the motion.

A roll call vote was taken:
Commissioner Hale; Absent
Commissioner Zuckerman; Aye
Commissioner Shalz; Aye
Commissioner Ludwig; Aye
Commissioner Jones; Aye
Commissioner Woodings; Aye
Commissioner Jordan; Absent
Commissioner Quintana; Aye
Commissioner Bieter; Aye

The motion carried 7-0

VIII. REGULAR MEETING ADJOURNMENT

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

Commissioner Woodings seconded the motion.

All said Aye. The motion carried, 7-0.

The meeting was adjourned at 1:29p.m.

- - - -

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON
THE 10TH DAY OF July, 2017.

John Hale, Chair

Ryan Woodings, Secretary/Treasurer



AGENDA BILL

Agenda Subject: Contract Award for Idaho Power Undergrounding Utilities (Alley from 5 th to Old Assay Office)		Date: July 10, 2017
Staff Contact: Matt Edmond	Attachments: 1) Resolution No. 1497	
Action Requested: Adopt Resolution No. 1497 approving an agreement with Idaho Power for undergrounding in the alley between Main and Idaho from 5 th to 3 rd		

Background:

CCDC is in the process of undergrounding overhead utility lines to improve a number of downtown alleys as non-traditional public spaces. The first set of alleys in this current effort are the three that run between City Hall and the Old Assay Office. The developers for the 5th & Idaho project have already completed undergrounding of all overhead utilities in the westernmost of these alleys, between 5th and 6th Streets, pursuant to an amended Type 4 Participation Agreement with CCDC.

Undergrounding utility lines consists of two separate scopes of work. The first is replacement of overhead primary power lines and pole-mounted transformers with underground primary lines and surface-mounted transformers, and removal of poles. The second scope of work is replacement of overhead service and telecommunication lines to individual customers with underground lines, and modification of service panels and building services as necessary. As the publicly regulated electrical utility in the City of Boise, Idaho Power is the only entity that can perform the first scope of work. CCDC submitted a task order and payment of \$3,500 to Idaho Power to design this effort, and Idaho Power returned a quote of \$202,980 to procure this work. While most of the work will occur in early 2018, Idaho Power requires advance payment to start securing necessary easements and scheduling resources.

The second scope of work will be performed by a public works contractor contracted directly with CCDC in FY2018. The current estimate for this work is \$231,000. Note: Although this work is performed by a separate contractor rather than Idaho Power, Idaho Power owns these service lines between the transformer and the meters.

Fiscal Notes:

The Agency's FY2017 budget includes sufficient funding to contract with Idaho Power for \$202,980 for these utilities services.

Next Steps:

- Autumn 2017: Idaho Power secures easements for transformers
- Spring 2018: Utility undergrounding between 5th and 3rd Streets, concurrent with ACHD alley stormwater project in alley between 5th and 4th Streets
- Summer 2018: All three alleys between City Hall and Old Assay Office improved with utilities undergrounded and concrete and paver surface

Staff Recommendation:

Adopt Resolution No. 1497 approving an agreement with Idaho Power for undergrounding in the alley between Main and Idaho from 5th to 3rd.

Suggested Motion:

I move to adopt Resolution No. 1497 approving an agreement with Idaho Power for undergrounding in the alley between Main and Idaho from 5th to 3rd.

RESOLUTION NO. 1497

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 AGREEMENT BETWEEN THE AGENCY AND IDAHO POWER COMPANY FOR RIGHT-OF-WAY PUBLIC IMPROVEMENTS; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, 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 of Boise, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"), and following said public hearing the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and,

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

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

WHEREAS, the Agency seeks to encourage economic development by assisting with infrastructure and public facility improvements; and,

WHEREAS, the Idaho Power Company, with its principal office in Boise, Idaho, is a corporation that owns and operates electrical transmission lines and is regulated as a public utility company by the Federal Energy Regulatory Commission and the Idaho Public Utilities Commission; and,

WHEREAS, in an effort to improve downtown alleys as non-traditional public spaces in general and the alleys between Boise City Hall and the Old Assay Office in particular, the electrical transmission lines located in the alley north of Main Street, from 3rd Street to 5th Street (the "Project Site") must be undergrounded for both public safety and aesthetics reasons; and,

WHEREAS, the Agency has determined that it is in the public interest to contract with Idaho Power Company for undergrounding the electrical lines at the Project Site including the Agency reimbursing Idaho Power Company for that public improvement as specified in the Agreement; and,

WHEREAS, the Board of Commissioners finds it 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 execute the Agreement with Idaho Power Company for TWO HUNDRED TWO THOUSAND NINE HUNDRED EIGHTY and NO/100 DOLLARS (\$202,980.00) 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 July 10, 2017, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on July 10, 2017. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on July 10, 2017.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
John Hale, Chairman

ATTEST:

BY: _____
Ryan Woodings, Secretary



5/24/2017

Ccdc
Ccdc/Matt

Boise Id 83702

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

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

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

Comments:

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

PLEASE RETURN SIGNED DOCUMENTS TO:

IDAHO POWER COMPANY
 Chris Pitman
 10790 FRANKLIN RD
 BOISE ID 83709

If there are any questions, please contact:
 Chris Pitman
 388-6605
 Cpitman@Idahopower.Com



CUSTOMER COST QUOTE IDAHO

Customer or Project Name: CAPITAL CITY DEVELOPMENT- MAIN & IDAHO OH TO UG		Design Number: 0000117485	Version: 003	Work Order #: 27462817
---	--	-------------------------------------	------------------------	----------------------------------

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

Customer signature is required on Page 2 of this document

Notes: _____

Resolution No. 1497 Exhibit A

Customer or Project Name:	Design Number:	Version:	Work Order #:
CAPITAL CITY DEVELOPMENT- MAIN & IDAHO OH TO UG	0000117485	003	27462817

Total Customer Payment Due Prior to Construction Scheduling

\$ 202,980

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

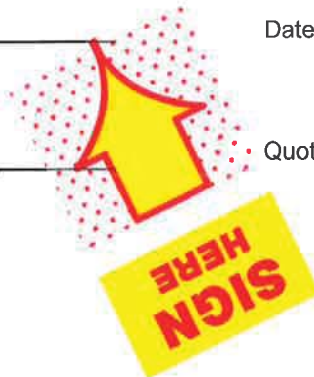
Prior to commencement of the Work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and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

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

- _____ (Customer Initials) Charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power Facilities are not included in this Cost Quote. It is the Customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886.
- _____ (Customer Initials) Charges for installation of underground electrical service are not included in this Cost Quote and will be billed to the customer after work has completed
- _____ (Customer Initials) The customer acknowledges receipt of the Underground Residential Conduit Installation Requirements brochure/packet, also available at idahopower.com

Customer Signature ☒ _____ Date ☒ _____

IPCo Representative ☒ Chris Pittman Quotation Date ☒ 5/24/17



Customer or Project Name:

CAPITAL CITY DEVELOPMENT- MAIN & IDAHO OH TO UG

Design Number:

0000117485

Version:

003

Work Order #:

27462817



Unusual Conditions Acknowledgement

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

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

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

Signed: _____

Customer Signature

Date: _____





Resolution No. 1497 Exhibit A

Idaho Power Company

Service Request

Page: 1

Date: 5/24/2017

Service Request Number: 00388753

CAPITAL CITY DEVELOPMENT- MAIN & IDAHO OH TO UG

Work Order Number: 27462817

Request Type: CS

Rate Sch.:

Reply By:

Eng Hours:

Eng Fee Amount(Att98): 0.00

Eng Fee Amount(Att16):

Eng Fee Service Agreement No:

Eng Fee Service Agreement Date:

Customer No:

Feeder: GRVE18A

Service Location: MAIN & IDAHO BOISE, ID 83642

Required in Service Date: 6/10/2016

Planning Center/Team: EBIC

Contact Detail:

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

Attribute Information

RES/COM

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

Description

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

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

Client Signature

Date

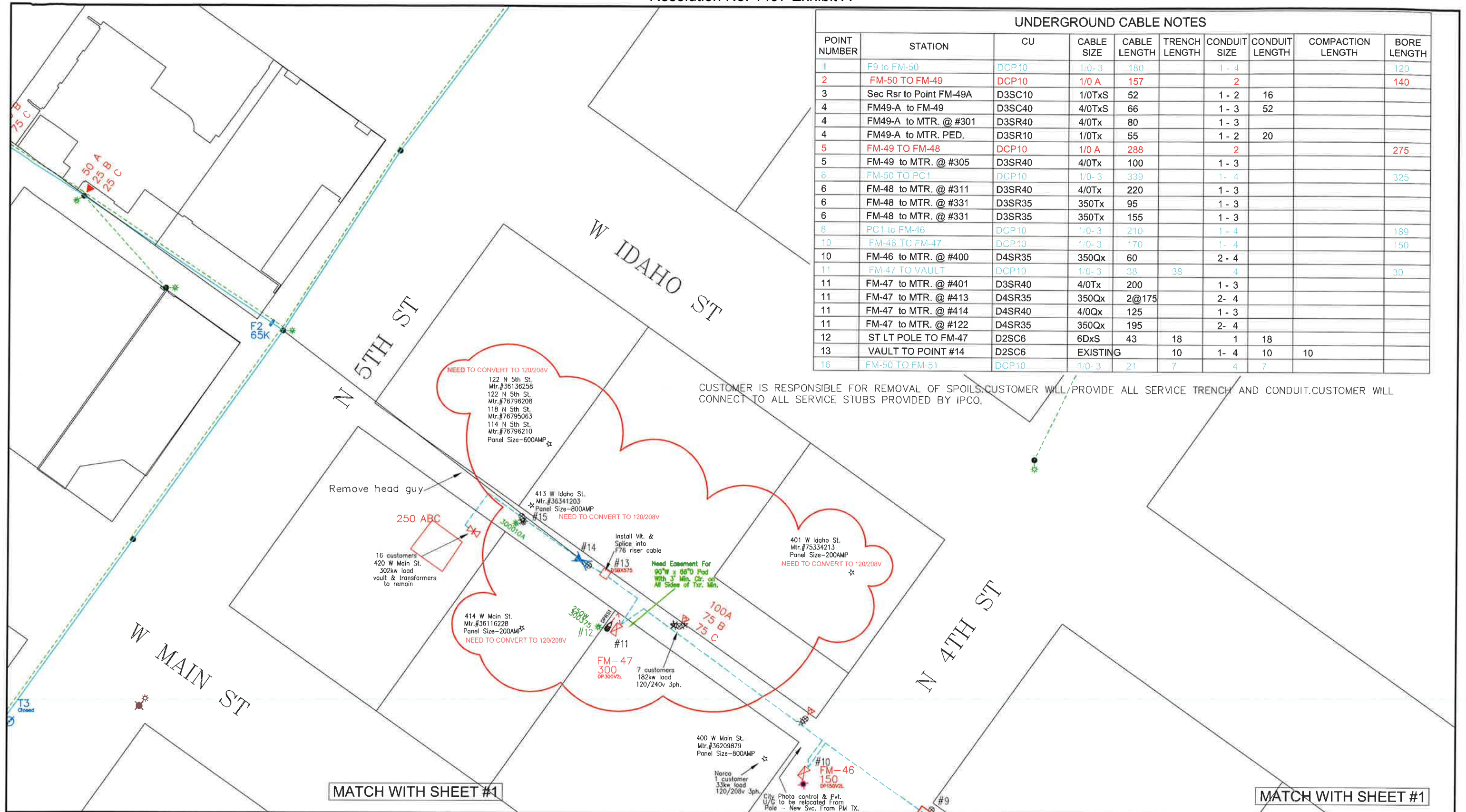
Idaho Power Representative Signature

Date



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

~~CUSTOMER IS RESPONSIBLE FOR REMOVAL OF SPOILS.CUSTOMER WILL PROVIDE ALL SERVICE TRENCH AND CONDUIT.CUSTOMER WILL CONNECT TO ALL SERVICE STUBS PROVIDED BY IPCO.~~



SWPP:SWPP

Job Title: CAPITAL CITY DEVELOPMENT- MAIN & IDAHO OH TO UG

Additional Description:
CONVERT 3PH OH PRIMARY TO 3PH UG PRIMARY

Additional Description: CONVERT ALL OH SECONDARY AND SERVICE TO UG

Feeder Map File Name: GRVE1801

Qua	TwN	Rng	Sec	
1	03N	02E	10	BM

State	County
ID	Ada

Surveyed or GPS:	GPS
Joint Use Attachment:	YES
Pre-Built Date:	---
Built as Designed:	---
Construction Date:	---
Operating Voltage:	12.5 kV



Customer:

Date:

FDR By: -----

Date: ---

ArcFM By:

Date: ----

Designer: **cgp3888**

Design No: 0000117485

Work Order No: **27462817**

IDAHO POWER Co. WORK ORDER MAP

SCALE: 1" = 50

Sheet 2 of 2

MATCH WITH SHEET #2

JOINT USE ATTENTION REQUIRED!

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

Company Contact Information

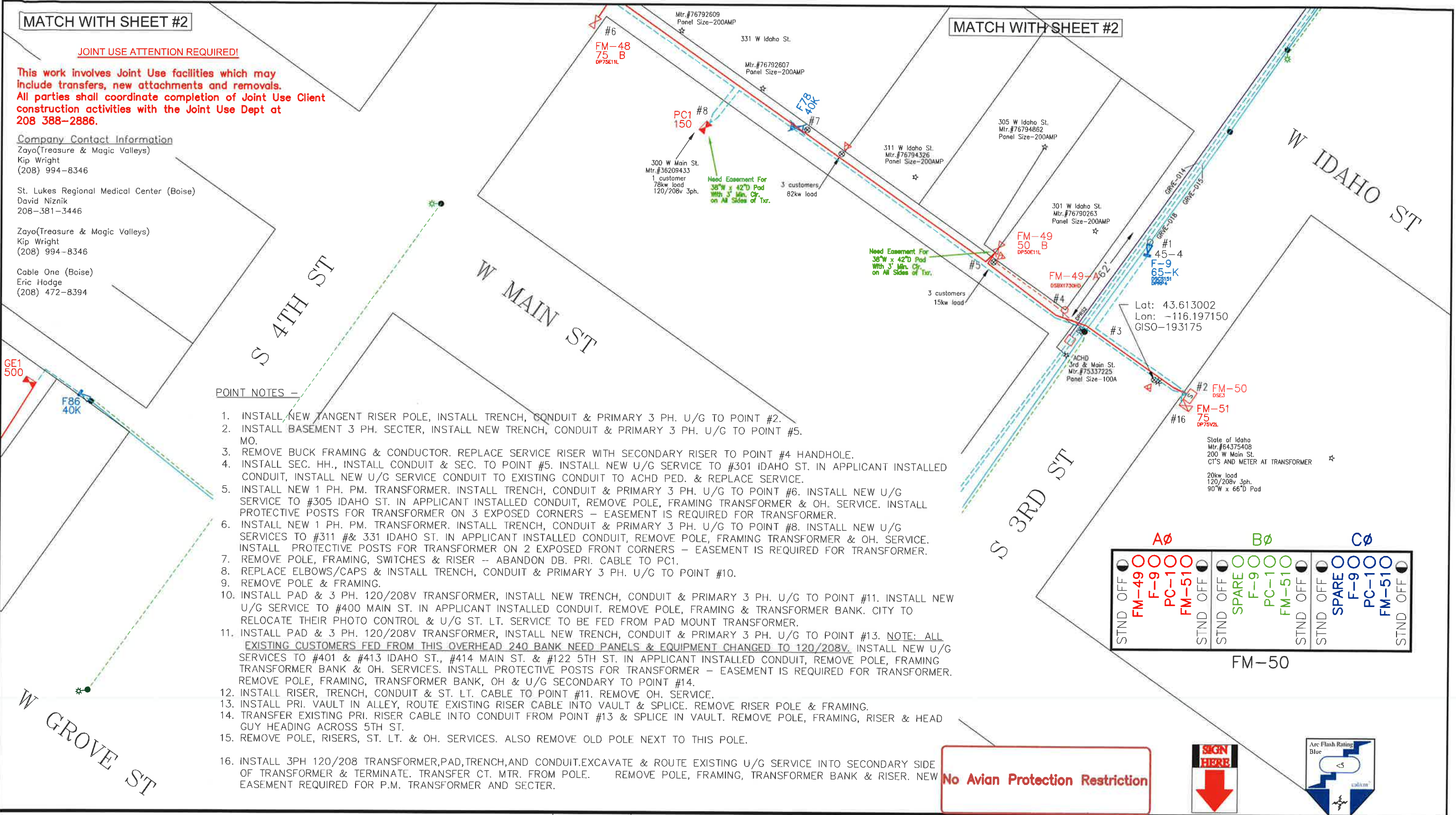
Zayo(Treasure & Magic Valleys)
Kip Wright
(208) 994-8346

St. Lukes Regional Medical Center (Boise)
David Niznik
208-381-3446

Zayo(Treasure & Magic Valleys)
Kip Wright
(208) 994-8346

Cable One (Boise)
Eric Hodge
(208) 472-8394

MATCH WITH SHEET #2



POINT NOTES -

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

Aø				Bø				Cø			
STND	OFF	FM-49	F-9	PC-10	FM-510	STND	OFF	STND	OFF	SPARE	F-9
FM-49	F-9	PC-10	FM-510	STND	OFF	STND	OFF	STND	OFF	SPARE	F-9
PC-10	FM-510	STND	OFF	STND	OFF	STND	OFF	STND	OFF	SPARE	F-9
FM-510	STND	OFF	STND	OFF	STND	OFF	STND	OFF	STND	OFF	SPARE
STND	OFF	STND	OFF	STND	OFF	STND	OFF	STND	OFF	STND	OFF

FM-50

No Avian Protection Restriction



Job Title: CAPITAL CITY DEVELOPMENT- MAIN & IDAHO OH TO UG		SWPP:SWPP		Feeder Map File Name: GRVE1801		Surveyed or GPS: GPS		Customer:		Date:	
Additional Description: CONVERT 3PH OH PRIMARY TO 3PH PRIMARY		Qua 1		Twn 03N		Rng 02E		Sec 10		BM	
Additional Description: CONVERT ALL OH SECONDARY AND SERVICE TO UG		State ID		County Ada		Built as Designed: ----		FDR By: ----		Designer: cgp3888	
						Construction Date: ----		Date: ----		Design No: 0000117485	
						Operating Voltage: 12.5 kV		ArcFM By: ----		Work Order No: 27462817	
								Date: ----			



AGENDA BILL

Agenda Subject:		Date:
Approve Resolution 1501: Approval of the Type One Participation Agreement with Envision 360, Inc.		7/10/2017
Staff Contact: Laura Williams	Attachments: 1) Resolution 1501	
Action Requested: Adopt Resolution 1501 approving and authorizing the execution of the Type 1 Streetscape Grant Participation Agreement with Envision 360, Inc.		

Background:

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

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

CCDC Board has approved the CCDC Participation Program which includes a Type 1 Streetscape Grant Reimbursement. The Type 1 program is intended to, “assist smaller projects on their own schedule, often triggered by a tenant improvement.” The grant will reimburse for up to \$150,000 of eligible expenses, hard costs for streetscapes and public improvements. This project meets the requirements of the Type One Program and also promotes a CCDC and City objective to bring more housing to downtown Boise.

The public improvements on 15th street will follow the Urban Concrete standard as specified by the City of Boise in the Downtown Streetscapes Standards and Specifications Manual. The streetscapes will include concrete sidewalk, street trees, Silva Cells, historic streetlights, benches, bike racks, and irrigation. These eligible expenses will be included in the request for reimbursement after the project is complete. Front Street will not have streetscape improvements as the existing right-of-way is too narrow.

Project Summary and Timeline:

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

Fiscal Notes:

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

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

Staff Recommendation:

Adopt Resolution 1501 approving and authorizing the execution of the Type 1 Streetscape Grant Participation Agreement with Envision 360, Inc.

Suggested Motion:

I move to adopt Resolution 1501 approving and authorizing the execution of the Type 1 Streetscape Grant Participation Agreement with Envision 360, Inc.

RESOLUTION NO. 1501

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 1 PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND ENVISION 360, INC.; AUTHORIZING THE CHAIRMAN, VICE-CHAIRMAN, OR EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, Envision 360, Inc. ("Envision"), owns or controls certain real property at 1420 W. Front Street, Boise (the "Site") located in the River Myrtle-Old Boise Urban Renewal District ("River Myrtle District"), as created by the River Myrtle-Old Boise Plan;

WHEREAS, Envision intends on building an 8 unit, apartment project and desires to make certain public improvements (the "Project");

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

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

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

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

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

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

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

Section 3: That the Chairman, Vice-Chairman, or Executive Director of the Agency are hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the July 10, 2017, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on July 10, 2017. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on July 10, 2017.

APPROVED:

By _____
Chairman

ATTEST:
By _____
Secretary



TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT

THIS TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Boise City, Idaho ("CCDC") and Envision 360, Inc. ("Participant"). CCDC and Participant may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. Participant owns or controls certain real property located at 1420 W. Front Street, Boise, Idaho (the "Project Site") which is more accurately depicted on attached **Exhibit A**. The Project Site is undergoing redevelopment including building an eight unit apartment building and associated public improvements (the "Participant's Project").

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

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

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

E. The Streetscape Project includes improvements to the public right-of-way that are consistent with the Streetscape Standards and have been approved by the City of Boise Design Review. The Streetscape Project will contribute to enhancing and revitalizing the River Myrtle-Old Boise District.

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

AGREEMENTS

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

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

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

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

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

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

the Actual Eligible Costs will be final. CCDC'S DETERMINATION OF THE ACTUAL ELIGIBLE COSTS IS WITHIN ITS SOLE DISCRETION.

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

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

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

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

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

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

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed and recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.

- c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.
- e. In the event Participant defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment shall be deemed extinguished. In addition, if CCDC funds shall have been paid, Participant shall reimburse CCDC for any such funds Participant received.

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

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

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

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

If to Participant: Chad Olsen, Partner
Envision 360, Inc.
12790 W Telemark Street
Boise, Idaho 83713
208-921-5252
chadrbx@gmail.com

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

14. Applicable Law/Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this

Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

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

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

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

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

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

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

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

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

CCDC:

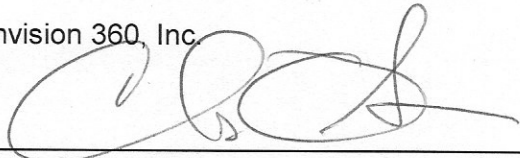
CCDC: the urban renewal agency of the City of Boise, a public body, corporate and politic

John Brunelle, Executive Director

Date _____

PARTICIPANT:

Envision 360, Inc.



Chad Olsen, Partner

Date _____

7/4/17

APPROVED AS TO FORM

Exhibits

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

Exhibit A: Project Site Map



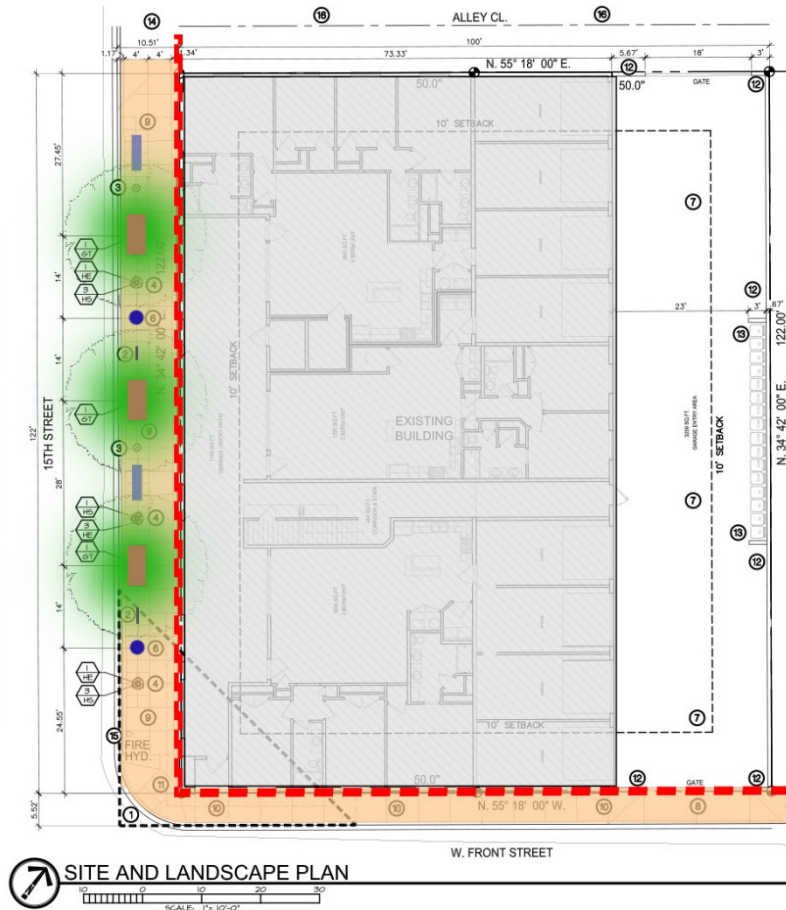
Exhibit B: Streetscape Project Plan

Public Improvement Plan

Verraso

1420 West Front Street

Streetscape Type: Urban Concrete



PLANT SCHEDULE

QTY.	KEY BOTANICAL NAME	COMMON NAME	SIZE	NOTES	CLASS
DECIDUOUS SHADE TREES					
3	BT	Quercus bicolor	12-18"	Native	11
PERENNIALS/ORNAMENTAL GRASSES/GROUND COVERS					
5	HE	Heuchera	12"	Blue	12
1	HE	Heuchera	12"	Blue	12

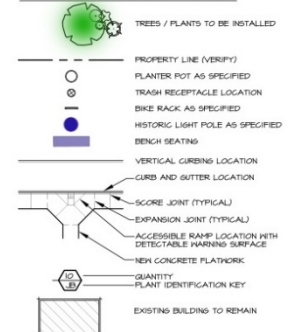
LANDSCAPE REQUIREMENTS

TOTAL NUMBER OF TREES: 3
TOTAL NUMBER OF TREE SPECIES: 1
PERMETER BUFFER REQUIREMENTS:
WEST LANDSCAPE BUFFER (25th STREET - URBAN CONCRETE STREETSCAPE)
122 LIN. FT. IN LENGTH
10 FT. WIDTH PROVIDED (10 FT. SETBACK REQUIRED)
REQUIRED TREES: 3
PROVIDED TREES: 3
NORTH BOUNDARY LANDSCAPE BUFFER (ALLEYWAY)
100 LIN. FT. IN LENGTH
0 FT. WIDTH PROVIDED (10 FT. SETBACK REQUIRED - VARIANCE REQUESTED FOR EXISTING STRUCTURE)
REQUIRED TREES: 0
PROVIDED TREES: 0
EAST BOUNDARY LANDSCAPE BUFFER
122 LIN. FT. IN LENGTH
0 FT. WIDTH PROVIDED (10 FT. SETBACK REQUIRED - VARIANCE REQUESTED FOR EXISTING OFF STREET PARKING ACCESS)
REQUIRED TREES: 3
PROVIDED TREES: 0
SOUTH BOUNDARY LANDSCAPE BUFFER (WEST FRONT STREET - URBAN CONCRETE STREETSCAPE)
100 LIN. FT. IN LENGTH
5.5 FT. WIDTH PROVIDED (10 FT. SETBACK REQUIRED - VARIANCE REQUESTED FOR EXISTING STRUCTURE)
REQUIRED TREES: 3
PROVIDED TREES: 0
WIDTH OF PARKING LOT PERIMETER LANDSCAPE STRIP: N/A.
NUMBER OF PARKING STALLS: 0
PROVIDED PARKING LOT TREES: 0

PROJECT INFORMATION

TOTAL PROPERTY SIZE: 12,200 S.F. - .28 ACRE
ZONING DISTRICT: C-200
LOT IMPROVEMENTS AREA: 100%
LANDSCAPE COVERAGE: 3,300 S.F. (25.4%)
BUILDING SQUARE FOOTAGE: 10,000 S.F. (73.1%)
LANDSCAPE COVERAGE: 10 S.F. (0.1%)
NUMBER OF PARKING STALLS REQUIRED (P-3): 3 + 1 GUEST
NUMBER OF PARKING STALLS PROVIDED: 1 INSIDE GARAGE GUEST: 1 INSIDE GARAGE
TOTAL: 0
NUMBER OF BICYCLE PARKING SPACES REQUIRED (B-10 STALLS): 0
NUMBER OF BICYCLE PARKING SPACES PROVIDED: 0

LANDSCAPE LEGEND



CALLOUT LEGEND

- 1 40'-0" VISION TRIANGLE
- 2 BIKE RACK LOCATION AS SPECIFIED BY BOISE CITY.
- 3 TRASH RECEPTACLE AS SPECIFIED BY BOISE CITY.
- 4 PLANTER POT WITH PERMANENT INSTALLATION AS SPECIFIED BY BOISE CITY.
- 5 4'x8' TREE GRATE WITH SUSPENDED PAVING SYSTEM PER BOISE CITY REQUIREMENTS.
- 6 HISTORIC LIGHT POLE AS SPECIFIED BY BOISE CITY.
- 7 ASPHALT DRIVE AISLES
- 8 PROPOSED DRIVEWAY APRON
- 9 PROPOSED SIDEWALK WITH AMENITIES ZONE
- 10 REPLACE EXISTING SIDEWALK, REMOVE EXISTING CURB CUTS AND REPLACE WITH STANDARD CURB AND GUTTER.
- 11 REPLACE EXISTING ADA RAMP
- 12 PROPOSED 6'-0" TALL SECURITY WALL, SEE ARCHITECTURAL.
- 13 TRASH ENCLOSURE, SEE ARCHITECTURAL.
- 14 EXISTING DRIVEWAY APRON TO REMAIN.
- 15 EXISTING FIRE HYDRANT TO REMAIN.
- 16 EXISTING ALLEY TO REMAIN.



Right-of-Way
as specified
on plan

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

Exhibit C: Schedule of Eligible Costs

CCDC Participation Program T1 Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC					
Project Name: Verraso Downtown		Plan Date: Original 11/29/16 and construction 3/31/17		Prepared By: Chad Olsen	
STREETSCAPE IMPROVEMENTS: (In right-of-way)					
#	ITEM DESCRIPTION:	UNIT (SF, LF, etc.)	UNIT PRICE (In \$)	QUANTITY	TOTAL COST
SITE PREPARATION:					
1	Surface demolition	2,608	12	2,608	31,296
2	Asphalt demolition (NONE)	0	0	0	0
3	Curb and gutter demolition	265	10	265	2,650
4	Saw cut	0	0	0	0
5	Replace subbase (YARD)	260	60	260	15,600
6	Stand alone tree removal (NONE)	0	0	0	0
SIDEWALK WORK:					
7	Scored concrete sidewalk	2,608	6	2,608	15,648
8	Dry laid brick	0	0	0	0
9	Pedestrian ramp	2	4,500	2	9,000
10	Silva Cell	0	36,929	1	36,929
11	Fill Dirt (Yards)	30	20	30	600
12	Irrigation	0	0	0	0
SITUATIONAL FURNISHINGS:					
13	Street trees	3	500	3	1,500
14	Tree grates & frames	0	2,514	3	7,542
15	Trench drain cover	0	0	0	0
16	Historic street light	0	5,755	3	17,265
17	Bench	0	0	0	0
18	Bike rack	0	400	2	800
19	Litter receptacle	0	6,786	1	6,786
20	Pre-cast planter	0	1,034	1	1,034
OTHER:					
21	Asphalt repair	0	1	2,000	2,000
22	Concrete curb cut	0	0	0	0
23	Vertical curb and gutter (6")	265	46	265	12,190
24	Meyers cabinet	0	0	0	0
25	Water meter	0	0	0	0
26	Utility Poles/Utility Undergrounding	0	0	0	0
27	CANOPY	0	15,834	1	15,834
28	Fencing	0	3,000	1	3,000
TOTAL ELIGIBLE COSTS:					179,674
Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.					

NOTE: Total reimbursement Not-to-Exceed \$150,000.



AGENDA BILL

Agenda Subject: Resolution 1502: Approval of 11 th & Myrtle – Pioneer Corner – Type Four Participation Agreement with BVGC Parcel B, LLC		Date: July 10, 2017
Staff Contact: Matt Edmond	Attachments: 1) Resolution 1502	
Action Requested: Adopt Resolution No. 1502, approving the Type 4 Participation Agreement with BVGC Parcel B, LLC to construct Pioneer Corner improvements.		

Background:

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

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

The City has issued a zoning certificate for the project and The Land Group is finalizing the project design and specifications. CCDC would normally bid the project out for construction once the project manual is finalized. However, BVGC Parcel B LLC, the developer of Pioneer Crossing just across Myrtle from the project site, has agreed to complete the improvements as part of its construction efforts under a Type 4 participation agreement, subject to a finalized agreement and exhibits. The developer anticipates being able to complete the work in late summer/early fall 2017 under a

participation agreement with CCDC. This would allow CCDC to accomplish the improvements at roughly the same time as if it was bid out separately, potentially with some savings due to economy of scale, and with less administrative burden.

Fiscal Notes:

The project is estimated to include eligible costs not to exceed \$100,000. The 2017-2021 mid-year CIP adopted by the CCDC Board of Commissioners in March 2017 included \$125,000 for Front and Myrtle near-term improvements.

Staff Recommendation:

Adopt Resolution No. 1502, approving the Type 4 Participation Agreement with BVGC Parcel B, LLC to construct Pioneer Corner improvements.

Suggested Motion:

I move to adopt Resolution No. 1502, approving the Type 4 Participation Agreement with BVGC Parcel B, LLC to construct Pioneer Corner improvements.

RESOLUTION NO. 1502

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 TYPE 4 PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND BVGC PARCEL B, LLC; 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, 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 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 Agency staff is working in collaboration with representatives from the Ada County Highway District, the City of Boise, the Community Planning Association of Southwest Idaho, and the Idaho Transportation Department on the "*Front and Myrtle Street Alternatives Analysis Project*" (the Study); and,

WHEREAS, the Agency has funds programmed in its 2017-2021 Mid-Year Capital Improvement Plan for Front & Myrtle Quick Wins as determined by the Study; and

WHEREAS, the Study identified improvements to the Pioneer Pathway at the southwest corner of 11th and Myrtle Streets (the "Project") as a Quick Win/near term improvement; and,

WHEREAS, BVGC Parcel B, LLC is currently developing a project called Pioneer Crossing on the property known as Parcel B in the vicinity of the Project; and

WHEREAS, the Agency has in place a Participation Program which includes T-4 Assistance Program under which the Agency reimburses developers for construction of public improvements contained in the Agency's Capital Improvement Program; and,

WHEREAS, Agency staff and BVGC Parcel B, LLC desire to negotiate and execute a Type-4 Participation Program Agreement ("Agreement"), a preliminary draft of which is attached hereto as Attachment 1, whereby BVGC Parcel B LLC will construct the Project and the Agency will reimburse BVGC Parcel B LLC for constructing public improvements as specified in the Agreement; and,

WHEREAS, Agency deems it appropriate to proceed with negotiations for the Agreement and execute it with BVGC Parcel B, LLC once finalized with agreement language, plan set, and schedule of values (not to exceed \$100,000); and,

WHEREAS, the Agency Board finds it in the best public interest to authorize the Executive Director to execute the Agreement for construction of the Project once negotiations are finalized by the parties.

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 Agreement, a copy of which is attached hereto as Attachment 1 in its draft form and incorporated herein by reference, 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 to execute all necessary documents required to implement the actions contemplated by the Agreement once finalized with agreement language, plan set, and schedule of values, subject to representations by the Agency staff and Agency legal counsel that all conditions precedent to actions have been met; and further, any necessary technical changes to the 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 July 10, 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 July 10, 2017.
Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners on July 10, 2017.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
John Hale, Chairman

ATTEST:

By: _____
Ryan Woodings, Secretary

TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT

BY AND BETWEEN

THE CAPITAL CITY DEVELOPMENT CORPORATION

AND

BVGC PARCEL B, LLC, AN IDAHO LIMITED LIABILITY COMPANY

PIONEER CORNER PROJECT

TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT

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

RECITALS

A. CCDC is an urban renewal agency created by and existing pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Project Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the "Act").

B. BVGC Parcel B, LLC (the "Developer") owns or controls certain real property, more commonly known as Parcel B, located at 1150 W. Myrtle Street, Boise, ID 83702. Parcel B is undergoing redevelopment as a project called Pioneer Crossing (the "Developer's Project"), which is more accurately depicted on attached **Exhibit A**.

C. Based on early findings from the *Front and Myrtle Alternatives Analysis*, CCDC has developed plans to expand the Pioneer Pathway in a public easement at the southwest corner of 11th and Myrtle Streets (the "Pioneer Corner Project"), in the immediate vicinity of the Developer's Project. The Pioneer Corner Project is more accurately depicted in **Exhibit B**, and the Developer agrees to construct these improvements as part of the Developer's Project and in accordance with the plans provided by CCDC.

D. The Developer's Project and the Pioneer Corner Project are located in the River Myrtle-Old Boise Urban Renewal District ("RM District"), as created by the River Street-Myrtle Street Urban Renewal Plan, as subsequently amended (the "Plan"). The Pioneer Corner Project includes improvements to the public right-of-way or within a public easement that are consistent with the Pioneer Corridor Design Standards. The Project will contribute to enhancing and revitalizing the RM District.

E. If Developer constructs the Pioneer Corner Project, CCDC deems it appropriate to reimburse Developer for certain eligible public improvements as detailed in this Agreement to achieve the objectives set forth in the Plan and in accordance with CCDC's Participation Program and upon execution of this Agreement shall set aside sufficient funds to meet its obligations under this Agreement.

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 and Term. The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by Developer and CCDC (last date signed) and the term of the Agreement shall continue until: (1) the completion of all obligations of each Party; or (2) December 31, 2017, whichever comes first. Provided Developer is diligently constructing the Pioneer Corner Project and that the Parties have agreed to the actual total costs associated with the Pioneer Corner Project pursuant to Section 3 below, upon written request from Developer to CCDC, CCDC shall grant one extension for a period not to exceed six (6) months.

2. Construction of the Pioneer Corner Project. As a condition to CCDC's reimbursement under the terms of this Agreement, Developer shall construct the Pioneer Corner Project consistent with the following:

- a. The Pioneer Corner Project shall be constructed in accordance with the overall City of Boise ("City") infrastructure plans, policies, and design standards and with the Pioneer Corner Plan and specifications included in **Exhibit B**.
- b. Developer shall obtain all permits and secure all agreements required by City, the Ada County Highway District ("ACHD"), and the Idaho Transportation Department ("ITD") to construct the Pioneer Corner Project.
- c. Developer shall schedule final construction inspection and meeting with CCDC to ensure that the Pioneer Corner Project is constructed pursuant to this Agreement.

The Parties agree that the Pioneer Corner Project is depicted on **Exhibit B**, with cost details described on **Exhibit C** and that **Exhibit C** is an estimate of the work and materials, but excludes certain soft costs, design fees, permitting fees, and other fees and expenses that may in fact be incurred in the course of constructing the Pioneer Corner Project. The actual total costs, as well as each line item of cost for the Pioneer Corner Project, may be more or less than is shown on **Exhibit C**. CCDC's reimbursement obligation shall be limited to the final agreed upon schedule of values as set forth in Section 3 below. Any other public improvements that are constructed by Developer as part of the Developer's Project are not eligible for reimbursement pursuant to this Agreement, but are eligible for reimbursement pursuant to a separate agreement between the Parties. Nothing contained in this Agreement shall modify or amend any other agreement between the Parties.

3. Initial Construction Funding. Developer shall pay for all of the costs of construction for the Pioneer Corner Project. The reimbursement payment to Developer by CCDC shall be made pursuant to Section 7. CCDC acknowledges that the schedule

of values for the eligible streetscape and infrastructure costs (“Preliminary Schedule of Values”) attached as **Exhibit C** is an estimate and that actual total costs, as well as each line item of cost for the Pioneer Corner Project, may be more or less than is shown on **Exhibit C**. Developer and CCDC shall work with Developer’s contractor to confirm the Preliminary Schedule of Values prior to the commencement of Developer’s construction of the Pioneer Corner Project. Developer shall have no obligation to direct its contractor commence the work associated with the Pioneer Corner Project until CCDC and Developer have agreed in writing to the final actual total costs associated with the Pioneer Corner Project.

4. Review of Construction Plans. Upon CCDC’s request, CCDC shall have the right and the opportunity to review Developer’s construction plans, budgets, and bids for the eligible streetscape and infrastructure costs identified in Exhibit C (collectively the “Public Improvement Construction Documents”). Developer will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Pioneer Corner Project is constructed consistent with the Public Improvement Construction Documents and are undertaken in a reasonable manner. For purposes of this Section 4, Developer shall be presumed to have utilized commercially reasonable contracting, budgeting, and bidding practices if its general contractor solicits or solicited competitive bids for the Pioneer Corner Project and such work is not performed by an affiliate or subsidiary of Developer.

5. Notification of Completion; Inspection. Upon completion of construction, Developer shall notify CCDC in writing and request a final construction inspection and a meeting with CCDC evaluate whether Pioneer Corner Project adheres to the requirements of this Agreement. Following a satisfactory inspection by CCDC, CCDC shall provide Developer with written confirmation that the Pioneer Corner Project has been completed in compliance with this Agreement. If such inspection identifies issues that shall be required to be addressed, then CCDC shall provide Developer with written notice of such, and Developer shall have a reasonable period of time to work with its contractor to complete and correct such.

6. Determining Actual Eligible Costs. Developer is responsible for submitting invoices or receipts for work performed as part of the Pioneer Corner Project (the “Cost Documentation”) with any invoices delivered to CCDC. The Cost Documentation shall include the following:

- a. An updated schedule of values that includes line items for the Pioneer Corner Project improvements approved by CCDC for reimbursement so they are identifiable separate from other line items (“Updated Schedule of Values”).
- b. Invoices from Developer’s general contractor, subcontractor(s), design professionals, 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 Pioneer Corner Project in comparison to the amount used for the remainder of the Developer's Project ("Invoices").

- c. Explanation of any significant deviation between the Preliminary Schedule of Values in **Exhibit C**, any Updated Schedule of Values previously submitted, and the actual costs in the most recently submitted Cost Documentation.
- d. An affidavit by Developer that all materials have been paid for, all subcontractors have been paid, and that no liens exist on the work performed.

CCDC shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs and the total costs for eligible costs are commercially reasonable and consistent with the cost estimates provided by Developer to CCDC prior to construction. In the event Developer fails to timely deliver the Cost Documentation, CCDC may elect to terminate its payment obligations under this Agreement only after providing Developer with written notice of such default and affording Developer a period of forty-five (45) days from such written notice to cure the default. If Developer fails to cure such a default, CCDC may terminate its payment obligations under this Agreement.

Within fifteen (15) days of CCDC's receipt of the Cost Documentation, CCDC will notify Developer in writing of CCDC's acceptance or rejection of the Cost Documentation and CCDC's determination of the "**Actual Eligible Costs**" to be reimbursed. CCDC shall 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 Preliminary Schedule of Values. **In no event will the Actual Eligible Costs exceed the amount agreed upon by the Developer and CCDC prior to the commencement of the Pioneer Corner Project pursuant to Section 3 above.**

If Developer disagrees with CCDC's calculation of the Actual Eligible Costs, Developer must respond to CCDC in writing within five (5) days explaining why Developer believes CCDC's calculation was in error and providing any evidence to support any such contentions Developer wants CCDC to consider. CCDC shall respond to Developer within three (3) days with a revised amount for the Actual Eligible Costs or notify Developer CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final.

CCDC's determination of the Actual Eligible Costs is within its discretion, to be exercised in a commercially reasonable manner. Provided, any dispute over the Actual Eligible Costs is subject to Section 22, herein.

7. **Conditions Precedent to CCDC's Reimbursement Obligation.** CCDC agrees to reimburse Developer in the amount as determined in compliance with Paragraphs 5 and 6 as follows:

- a. City issues a Certificate of Occupancy or Temporary Certificate of Occupancy for the Project.
- b. CCDC provides written confirmation to the Developer that the Pioneer Corner Project has been constructed in compliance with this Agreement. CCDC may require proof of completion at CCDC's sole discretion.

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

8. **Subordination of Reimbursement Obligations.** The Parties agree this Agreement does not provide Developer with a security interest in any CCDC revenues for the River Myrtle District or any other urban renewal plan area, including but not limited to revenue from any "**Revenue Allocation Area**" (as defined in Title 50, Chapter 29 of the Idaho Code) or any revenue from CCDC's parking garages. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations that have committed or in the future commit available CCDC revenues, including but not limited to revenue from any Revenue Allocation Area or any revenue from CCDC's parking garages, and may be subject to consent and approval by CCDC lenders; provided, however, that CCDC (a) shall not grant any other person or entity a security interest in CCDC's tax increment revenues for the River Myrtle District, except as may be related to loans, issuance of credit, or the issuance of bonds related to the maintenance, operation, or purchase of parking facilities or any other urban renewal project; (b) except as permitted in the previous clause, shall not enter into any agreement committing the tax increment generated from or relating to the Pioneer Corner Project to any other person or entity; and (c) shall not, without prior notice to Developer, modify the Plan in such a way as would (i) adversely affect the implementation of the Plan, (ii) adversely affect the ability of CCDC to obtain revenue anticipated under the Plan, or (iii) result in the resetting of the base value of the properties that are subject to the Plan. Upon reasonable request from the Developer, CCDC will provide updates on the availability of funds for the CCDC Reimbursement and the most recently adopted annual budget for the River Myrtle District..

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

to pay money), has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.
- e. In the event Developer defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured prior to the end of the term of the Agreement as set forth in Section 1, CCDC's obligation for payment may be deemed extinguished by CCDC.

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

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

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

If to Developer: BVGC Parcel B, LLC
 Attn: J. Thomas Ahlquist
 101 S. Capitol Blvd., Suite 1700
 Boise, Idaho 83702

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

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following:

- a. date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- b. date of actual receipt of the notice or other document by the person or entity specified above; or
- c. in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
 - (i) date of the attempted delivery or refusal to accept delivery,
 - (ii) date of the postmark on the return receipt, or
 - (iii) date of receipt of notice of refusal or notice of non-delivery by the sending Party.

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

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

Exhibit A	Developer's Project Site Map
Exhibit B	Pioneer Corner Project Plan
Exhibit C	Preliminary Schedule of Values

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

17. Insurance Requirements. Developer shall, or through its contractor, agents, representatives, employees or subcontractors, at its sole cost, obtain and maintain in force for the duration of the construction of the improvements to the Project Site as part of the Developer's Project, insurance of the following types, with limits not less than those set forth below and in a form acceptable to CCDC, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Developer, its agents, representatives, employees, or subcontractors:

a. Commercial General Liability Insurance with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC and City as additional insureds.

b. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Developer's employees, and Employer's Liability Insurance. Developer shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

c. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be

endorsed to name CCDC, including its respective affiliates, directors, and employees, as additional insureds.

d. All insurance provided by Developer under this Agreement shall include a waiver of subrogation by the insurers in favor of CCDC. Developer hereby releases CCDC, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage covered by Developer's insurance or other insured claims arising out of Developer's performance under this Agreement or construction of the Project.

e. Certificates of insurance satisfactory in form to CCDC (ACORD form or equivalent) shall be supplied to CCDC evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to CCDC prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Developer shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At CCDC's request, Developer shall provide a certified copy of each insurance policy required under this Agreement.

f. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by CCDC. The fact that Developer has obtained the insurance required in this Section shall in no manner lessen or affect Developer's other obligations or liabilities set forth in this Agreement.

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

19. Maintenance. Developer acknowledges and agrees CCDC has no obligations to maintain the improvements constructed as part of the Pioneer Corner Project or any other maintenance obligations under this Agreement.

20. Promotion of Project. Developer agrees CCDC may promote the Pioneer Corner Project and CCDC's involvement with the Pioneer Corner Project. Such promotion includes reasonable signage at the Project Site notifying the public of CCDC's involvement with the Pioneer Corner Project.

21. Warranty. Developer warrants that the materials and workmanship employed in the construction of the Pioneer Corner Project are of good quality and conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of two (2) years after completion of the Pioneer

Corner Project, being the date CCDC acknowledged the completion of the Pioneer Corner Project. Provided, nothing herein shall limit the time within which CCDC may bring an action against Developer on account of Developer's failure to otherwise construct such improvements in accordance with this Agreement.

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

23. Entire Agreement, Waivers. This Agreement, including Exhibits A through C, inclusive, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties, subject to their final confirmation of the budget for the Pioneer Corner Project, which they shall confirm and document pursuant to Section 3 above. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and Developer.

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

25. Severability. If any provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

26. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

27. Forced Delay; Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; lack of materials or labor at commercially reasonable prices or in commercially reasonable quantities; governmental restrictions or priority; litigation; unusually severe weather; acts of another party; environmental analysis, or removal of hazardous or toxic substances; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of CCDC shall not excuse performance by CCDC); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause, if notice is delivered by the Party claiming such extension no later than forty-five (45) days after the commencement of the cause. If, however, notice by the Party claiming such extension is sent to the other Party more than forty-five (45) days after the commencement of the cause, the period shall commence to run only forty-five (45) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by CCDC and Developer.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written.

CCDC:

CCDC: Urban Renewal Agency of the City of
Boise, a public body, corporate and politic

By _____
John Brunelle, Executive Director

Date: _____

DEVELOPER:

BVGC PARCEL B, LLC
an Idaho limited liability company
by its Operations Manager

KC Gardner Company, L.C., a Utah limited
liability company

By: _____
Christian K. Gardner
Its: Manager

Date: _____

Exhibit A

Developer's Project Site

DRAFT

DRAFT

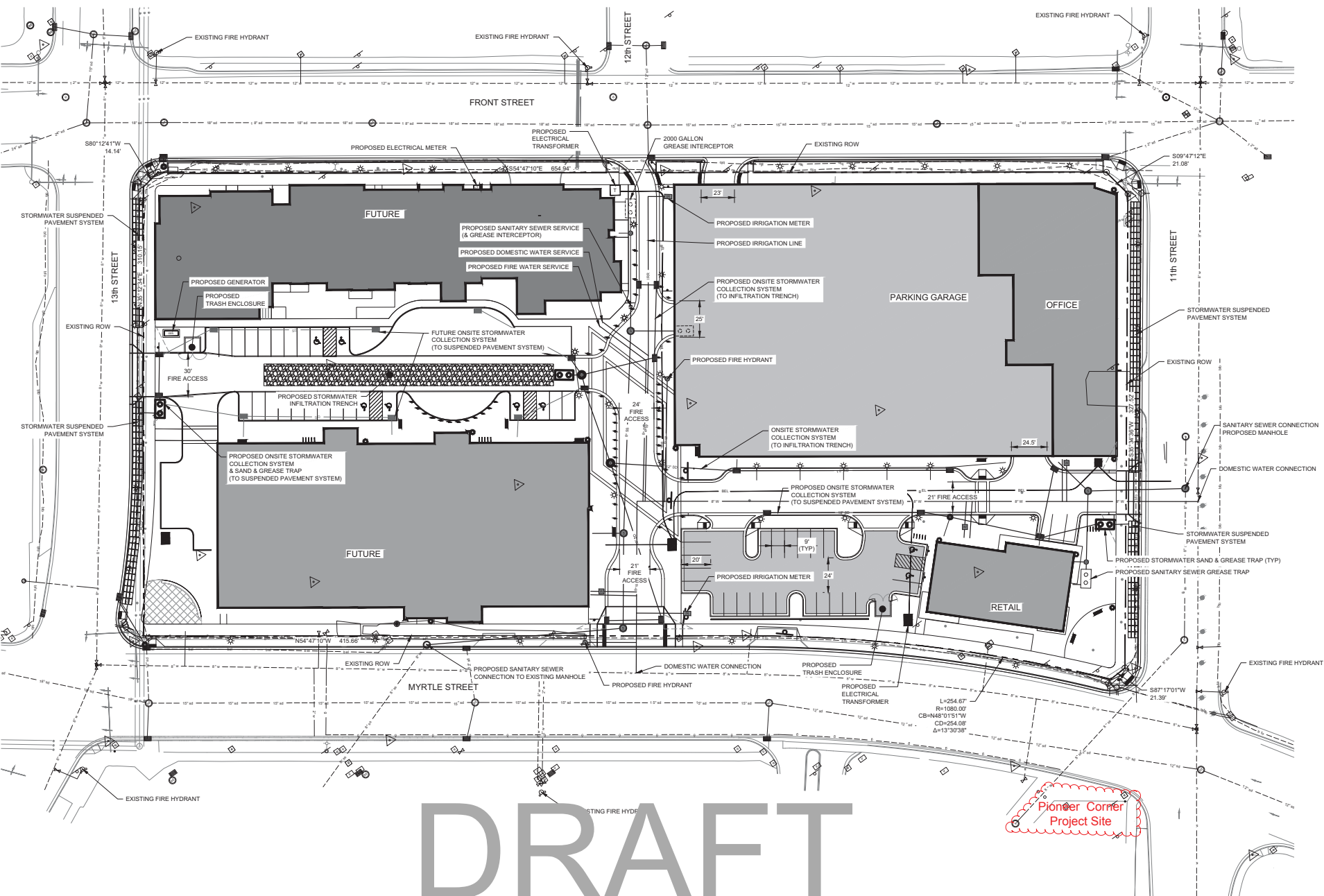


Exhibit B

Pioneer Corner Project

DRAFT

Exhibit C

Pioneer Corner Project Cost Details

DRAFT

Statement of Probable Cost

462 E. Shore Drive, Suite 100 Eagle, Idaho 83616
(208) 939-4041 Fax (208) 939-4445



JOB TITLE: Pioneer Pathway Expansion

11th Street & Myrtle Street

JOB NUMBER: 117046

THE LAND GROUP, INC.

DATE: June 8, 2017

Description of Work/Materials	Units	Quantity	Price Per Unit	Total Amount
1.0: Demolition & Site Work				
1.1 Demo of curbing	LF	76	5.00	\$380.00
1.2 Removal of trees	EA	1	800.00	\$800.00
1.3 Light removal	LS	1	5000.00	\$5,000.00
1.4 Bollard & sign relocation	LS	1	3000.00	\$3,000.00
1.5 Demolition, excavation, and grading	SF	1,100	3.00	\$3,300.00
Demolition & Site Work Subtotal:				\$12,480.00
2.0: Site Concrete Flatwork & Pavers				
2.1 Pavers	SF	1,100	22.00	\$24,200.00
2.2 Concrete Curb	LF	85	20.00	\$1,700.00
Site Concrete Flatwork & Pavers Subtotal:				\$25,900.00
3.0: Site Furnishings				
3.1 Bench	EA	2	2,000.00	\$4,000.00
3.2 Trash receptacle	EA	1	1,200.00	\$1,200.00
Site Furnishings Subtotal:				\$5,200.00
4.0: Landscaping & Irrigation				
4.1 Landscape and irrigation repair	LS	1	3,000.00	\$3,000.00
4.2 Trees (2" caliper)	EA	2	700.00	\$1,400.00
4.3 Shrubs (2 gallon)	EA	22	55.00	\$1,210.00
4.4 Planter beds/ shrubs and mulch	SF	300	5.00	\$1,500.00
4.5 Topsoil amendments	CY	12	18.00	\$216.00
4.6 Root barrier	LF	50	15.00	\$750.00
Landscaping & Irrigation Subtotal:				\$8,076.00
Construction Subtotal:				\$51,656.00
Construction Contingency: 10% of construction subtotal				\$5,165.60
Project Grand Total:				\$56,822.00

Pricing Excludes:

1. Permitting Fees
2. Design Fees
3. Soft Cost: i.e. materials testing
4. ITD Improvements

Key:

LS = Lump Sum
SF = Square Foot
CY = Cubic Yard
EA = Each
LF = Linear Foot

Note:

This Statement of Probable Cost is based on the Schematic Plan prepared by The Land Group, dated, June 8, 2017. It is recognized that neither The Land Group nor the Owner has any control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices or other competitive bidding market forces. Actual construction costs may vary from this evaluation.



AGENDA BILL

Agenda Subject: Contract Award for 2017 Streetscape Improvements		Date: July 10, 2017
Staff Contact: Mary Watson, Contracts Manager Attorney at Law	Attachments: 1. Location Maps - 2017 Streetscape Improvements 2. Resolution No. 1500	
Action Requested: Adopt Resolution No. 1500 awarding 2017 Streetscape Improvements Project contract.		

Background:

The 2017 Streetscape Improvements Project ("Project") includes the blocks within the River Myrtle-Old Boise District and the Westside Downtown District as depicted in Attachment A. In advance of inviting bids for these projects, the Agency conducted a pre-qualification process for public works contractors in accordance with Idaho Code § 67-2805(3)(b). On March 13, 2017, the Agency Board adopted Resolution No. 1486 prequalifying Guho Corp., Knife River Corporation - Northwest, McAlvain Construction, Inc., and Wright Brothers, the Building Company, Eagle LLC, as eligible to submit competitive bids for the Project.

The Agency issued a Project Manual with Invitation to Bid on June 8, 2017, which invited sealed bids from the four (4) prequalified companies. Three bids were received by the June 29 deadline:

Company	Total Bid Amount (Base Bid + Bid Alt.)
Guho Corp.	\$1,043,739
Knife River Corporation - Northwest	<i>Did not submit bid</i>
McAlvain Construction, Inc.	\$1,268,880
Wright Brothers, The Building Company, Eagle LLC	\$1,179,081

All bids were submitted in a timely manner and met all required submission criteria; all bidders have appropriate and valid public works contractor licenses. Guho Corp. was the lowest

responsive bidder. The Total Bid Amount shown is the sum of the Base Bid and Bid Alternate for this project.

Fiscal Notes:

The Project was separated into two components: a Base Bid for the regular streetscape work and a Bid Alternate for the special building uplighting (in-sidewalk lights illuminating building fronts in the Old Boise Historic District). The bid amounts shown are the sum of the two components. A 20% contingency amount was been added to the Project to take into account the uncertain nature of digging into streets and sidewalks first established in the late 1800s. The Agency's FY2017 budget includes sufficient funding to proceed with Guho Corp. constructing the Base Bid and Bid Alternate elements.

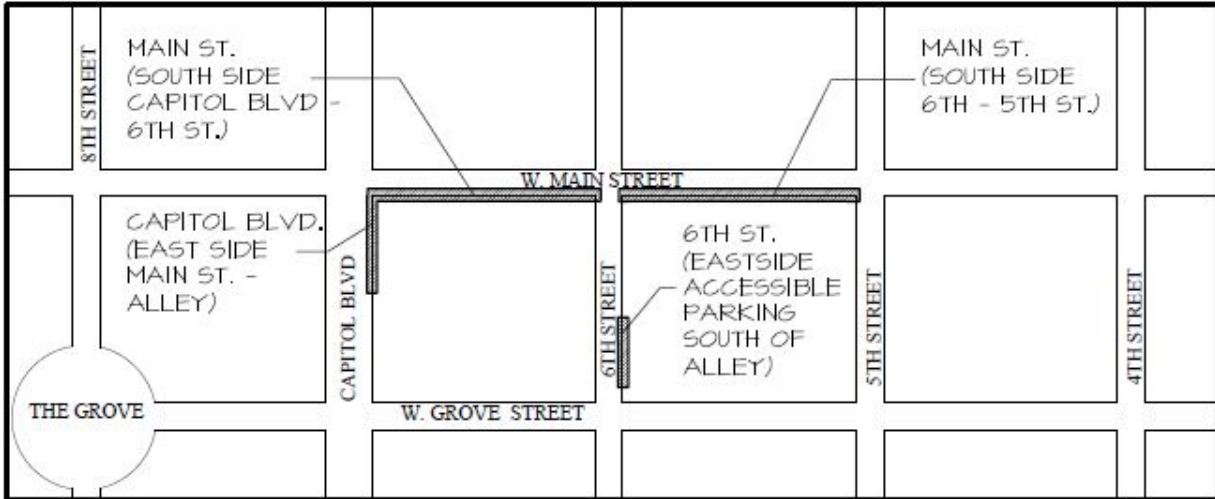
Staff Recommendation:

1. Adopt Resolution No. 1500 awarding the construction contract for the 2017 Streetscape Improvements Project to Guho Corp. for the total bid amount.
2. Authorize the Executive Director to negotiate and execute the contract, and to expend funds up to the total amount bid (Base Bid plus Bid Alternate) plus a 20% contingency.

Suggested Motion:

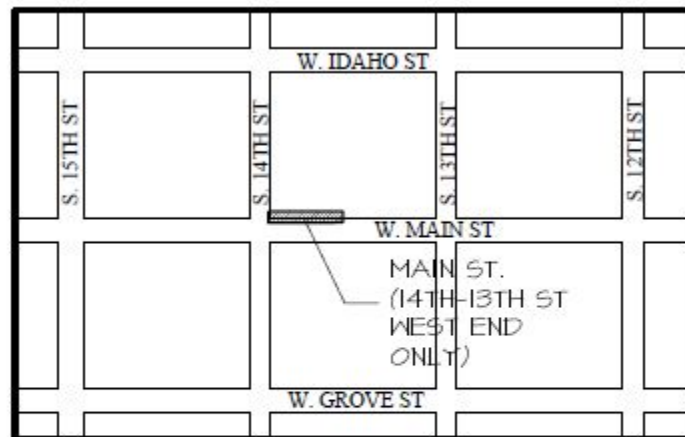
I move to adopt Resolution No. 1500 awarding the construction contract for the 2017 Streetscape Improvements Project to Guho Corp. for the Bid amount of \$1,043,739.00 and authorizing the Executive Director to take all necessary steps to negotiate and execute the contract, and to expend funds as set forth in the resolution.

Attachment 1
Location Maps – 2017 Streetscape Improvements



VICINITY MAP - Old Boise/River Myrtle District

Main St. - Capitol Blvd to 5th St. (south side)
Capitol Blvd. - Main St. south to alley (east side only)
6th St. - Eastside Accessible Parking south of alley



VICINITY MAP - Westside District

Main St. - 14th-13th St (west end only)

RESOLUTION NO. 1500

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, FINDING GUHO CORP. SUBMITTED THE LOWEST RESPONSIVE BID FOR THE 2017 STREETScape IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT BETWEEN THE AGENCY AND GUHO CORP. TO UNDERTAKE AND COMPLETE THE 2017 STREETScape IMPROVEMENTS PROJECT; 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, Idaho Code § 67-2805(3)(b) provides for a two-stage process for procurement of public works construction, which includes:

- Stage 1: Allows public agencies to establish preliminary supplemental qualifications for purposes of prequalifying licensed public works contractors prior to a competitive bidding process, and
- Stage 2: Invites competitive bids only from licensed public works contractors that have been prequalified at Stage 1; and,

WHEREAS, Idaho Code § 67-2805(3)(b) allows a political jurisdiction to examine a public works contractor's qualifications related to:

- Demonstrated technical competence
- Experience constructing similar facilities
- Prior experience with the political subdivision
- Availability of resources, equipment, and personnel
- Overall performance history; and,

WHEREAS, the Agency issued a Request for Qualifications from licensed public works contractors for the 2017 Streetscape Improvements Project (the "Project") on January 4, 2017, and published notice of the RFQ in the *Idaho Statesman* newspaper on January 4 and 11, 2017; and,

WHEREAS, five (5) construction companies provided an RFQ Submission by the February 8, 2017, deadline: Guho Corp., Knife River Corporation - Northwest, Layton Construction Company, LLC, McAlvain Construction, Inc., and Wright Brothers, The Building Company, Eagle LLC; and,

WHEREAS, Agency staff examined the RFQ Submission from Layton Construction Company, LLC, and found that the company is not eligible to be pre-qualified because the company did not hold the correct public works contractors license to undertake streetscape improvements construction; and,

WHEREAS, the Board adopted Resolution No. 1486 on March 13, 2017, prequalifying Guho Corp., Knife River Corporation - Northwest, McAlvain Construction, Inc., and Wright Brothers, The Building Company, Eagle LLC, as eligible to submit competitive bids for the Project; and,

WHEREAS, the Agency issued a Project Manual with Invitation to Bid for the Project on June 8, 2017, which invited sealed bids from the four (4) prequalified companies; and,

WHEREAS, since the Invitation to Bid was preceded by a prequalification process, no public notice was required or published regarding this Invitation to Bid; and,

WHEREAS, the Agency received three (3) sealed bids in accordance with Idaho Code § 67-2805(3)(b) by the due date and time of 3:00 p.m. on June 29, 2017; and,

WHEREAS, the bids received met all of the required statutory and administrative criteria for submission and the bidders have appropriate and valid public works contractors licenses; and,

WHEREAS, Guho Corp. submitted the lowest responsive bid; and,

WHEREAS, Agency staff is recommending to the Board that the contract award for the 2017 Streetscape Improvements Project be made to Guho Corp. as the lowest responsive bidder.

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 Board hereby finds that Guho Corp. submitted the lowest responsive bid for the 2017 Streetscape Improvements Project.

Section 3: That the Executive Director of the Agency are hereby authorized to negotiate, sign, and enter into a public works construction agreement with Guho Corp. for the total bid amount (Base Bid plus Bid Alternate) of ONE MILLION FORTY-THREE THOUSAND SEVEN HUNDRED THIRTY-NINE AND NO/100 DOLLARS (\$1,043,739.00), consistent with the Board's stated instructions at the July 10, 2017, Agency Board Meeting and further are hereby authorized to execute all necessary documents required to implement the actions contemplated by the public works construction agreement, subject to representations by Agency legal counsel that all conditions precedent to actions and the public works construction agreement or other

documents are acceptable based upon advice from Agency's legal counsel that are consistent with the comments and discussions received at the July 10, 2017, Agency Board Meeting.

Section 4: That the Executive Director is further authorized to expend funds for the total bid amount (Base Bid plus Bid Alternate) plus up to 20% for contingencies if determined necessary in his best judgement.

Section 5: 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 July 13, 2015. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on July 13, 2015.

URBAN RENEWAL AGENCY OF BOISE CITY:

By: _____
John Hale, Chairman

ATTEST:

By: _____
Ryan Woodings, Secretary



AGENDA BILL

Agenda Subject: Proposed site plan revisions for The Afton Phase II, located at 620 S. 9 th Street.		Date: July 10, 2017
Staff Contact: Shellan Rodriguez	Attachments: Design Modifications Summary PDS Report to Design Review Commission	
Action Requested: Consider developer’s proposed design modifications for Phase II of The Afton and direct staff to draft appropriate amendments to the existing Disposition and Development Agreement (DDA) as needed.		

Background:

In March of 2014 RMH, Inc. was awarded the right to purchase and develop a CCDC-owned 1.2-acre parcel fronting River Street between 8th and 9th Street in the RMOB URD. The award followed a competitive CCDC development RFQ/P process which attracted six proposals and "The Afton" mixed-use residential condominium project proposal was the selected project to proceed. This selection was followed by the subsequent negotiation and approval of an Exclusive Right to Negotiate Agreement and a Development and Disposition Agreement.

The DDA was finalized in October 2014, and is based upon a two-phased project. The ReUse appraisal (dated August 2014) concluded that 100% of the land value could be discounted I for each phase. The discounted land value is intended to total \$1,700,000, with Phase I discount to be \$765,000 at Phase I completion and Phase II discount to be \$935,000 at Phase II completion. The full purchase price of the same amount for each phase is to be paid to CCDC by the developer upon conveyance of each parcel and prior to its development. The discounted land value is then reimbursed upon successful completion of the project as per the terms and conditions of the DDA.

Today Phase I is virtually complete and CCDC Staff and the Developer are in the midst of certifying completion. Through the design and construction of Phase I minor revisions to the site plan occurred, including relocating the live/work units and decreasing some of the commercial space. These changes were previously approved by CCDC based on the terms of the DDA Phase I of the project is nearly 100% sold with the only remaining unsold units being the commercial condominium and one live/ work unit. The unsold live/ work unit is not actively on the market; it is being used for a model unit.

Currently, Phase II of The Afton is fully entitled based on the original two-phase plan and has received City of Boise Design Review (DR) Approval. The original plan is referenced in the existing DDA.

The developer has submitted a request to CCDC and to City of Boise DR to modify the previously approved design of Phase II. The requested modifications are detailed and depicted in the following attachments. This modification will be heard at the July 12th DR committee meeting.

In summary the modifications include:

- Removal of commercial space at 9th and River
- Inclusion of public art at 9th and River
- Decrease in condo units from 39 to 35
- Remove one level of parking, thus decreasing the height of the building from six to five stories
- Revising the location of the footbridge
- Removal of live/ work units from Phase II

These modifications require an amendment to the existing DDA which, if approved, could be drafted for final approval by the CCDC Board at the next regularly scheduled board meeting.

The developer is requesting to move forward with the DDA amendment and receive the design review modification as presented in order to purchase the Phase II site from CCDC in late August or early September and to start construction soon thereafter. Phase II includes a 12-18 mos. construction period and would be completed in the first quarter of 2019.

Fiscal Notes:

There is no financial request.

The proposed design modifications would require an amendment to the existing DDA, incurring additional and minor legal costs.

The removal of commercial space and the overall decrease in development plan will likely decrease the tax incremented generated from the site over the life of the RMOB District.

Staff Recommendation:

Staff recommends approval of the modifications to the existing design in accordance with City of Boise's Design Review Committee actions and conditions on July 12, 2017.

Suggested Motion:

I move to direct staff to approve any design review changes in accordance with the City of Boise's Design Review Committee's actions and conditions and to draft any necessary Disposition and Development Agreement amendments for future CCDC Board approval.



June 29, 2017

TO: CCDC Board Commissioners

FROM: John Brunelle

RE: July Board Meeting Item: The Afton Phase II Design Modifications/DDA Amendment

CCDC commissioners John Hale, Dana Zuckerman, and Maryanne Jordan met yesterday with Mike Hormaechea, the developer of The Afton. The meeting, which included project team members Shellan Rodriguez, Laura Williams, Todd Bunderson, and me, was necessary because the proposed design modifications to Phase II do not meet the existing Disposition and Development Agreement (DDA), which was finalized in October 2014. The developer needs agency approval to change the DDA.

Mr. Hormaechea presented the proposed design and compared it to the original included in the DDA. If CCDC's board is agreeable and wants to continue with the project despite the design changes, then CCDC will amend the DDA and convey the Phase II parcel with the site write down as planned in the original DDA. The conveyance will not occur until construction financing is in place and the City has approved Phase II.

The requested Phase II changes are:

- Removal of commercial/retail space in Phase II (2800 SF originally presented to CCDC)
- Addition of privately funded public artwork instead of the commercial space
- Decrease from 39 to 35 residential units
- Decrease from two podium parking levels to one
- Relocate footbridge connecting two buildings
- Reduction in width of "alley" between Phase I and Phase II
- Additional roof and façade modulation

Approval of the changes is an Action Item at our July 10th CCDC Board meeting. The proposed design is also on the City Design Review Commission agenda on July 12th.

More details are provided on the following pages. Please contact Shellan if you if you have any questions about the proposed modifications to Phase II or the process outlined above. Direct line: 208-319-1225.

COLLABORATE. CREATE. DEVELOP. COMPLETE.

The Afton Phase II Design Modifications

620 S. 9th Street RFP & DDA Timeline

December 2013:

RFP Advertised

March 2014:

RFP Awarded to RMH (6 submittals)

October 2014 :

DDA signed with phased project
100% site write down, \$1,700,000 value

October 2015:

Phase I conveyed/ construction started

July 2016:

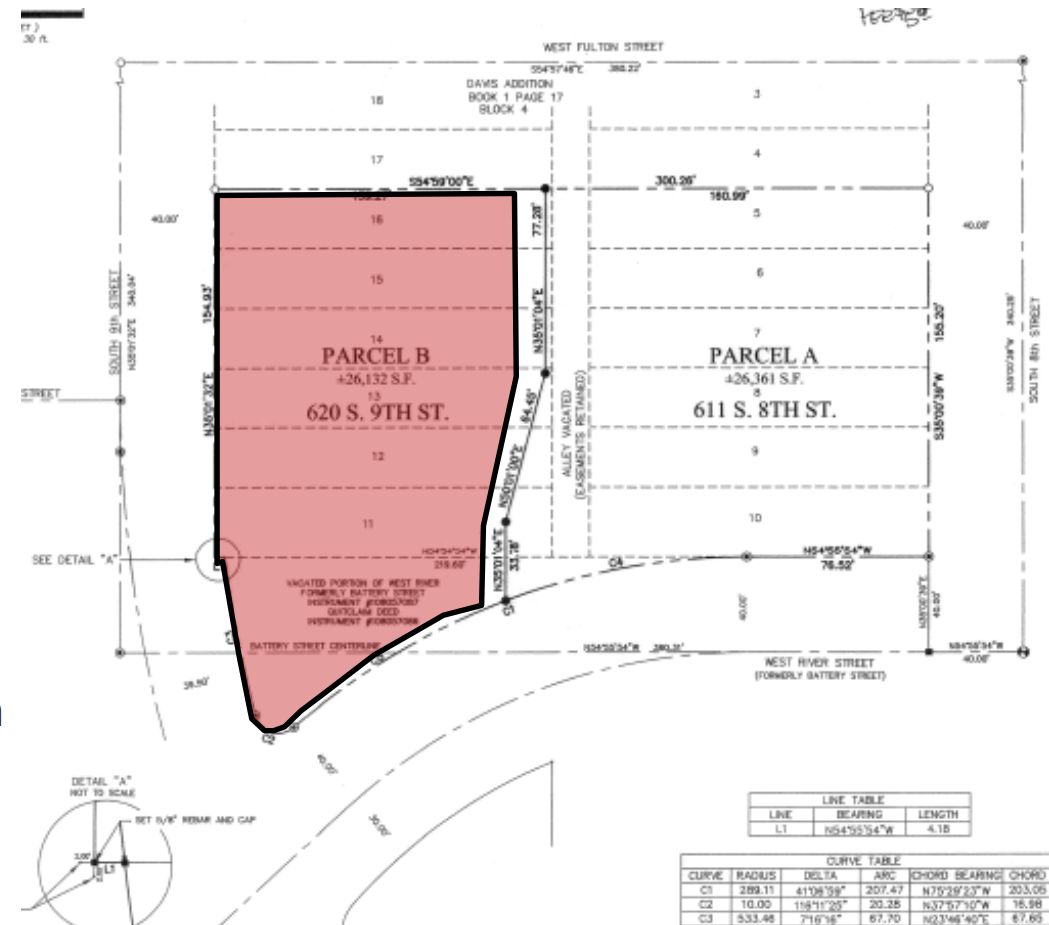
CCDC agreed to reimburse \$270,000 for
previously unknown environmental remediation

June 2017:

Phase I complete (Estimated TDC \$14 million)

TBD:

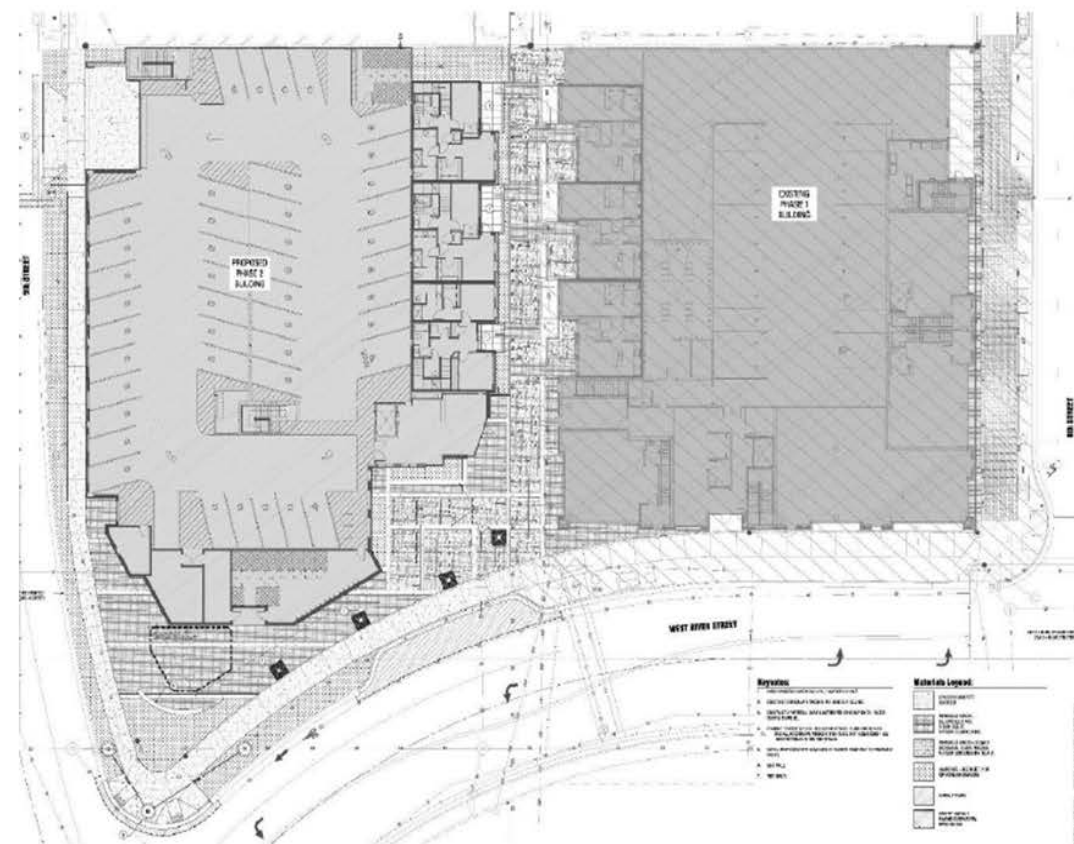
Phase II conveyance/ construction





Original Proposal in DDA

1. 9th and River corner
 - 2800 s.f. retail
2. 39 condos
3. 6 floors
4. 2 levels podium parking
5. Footbridge to the north
6. Live/ work on Alley Phase I and II



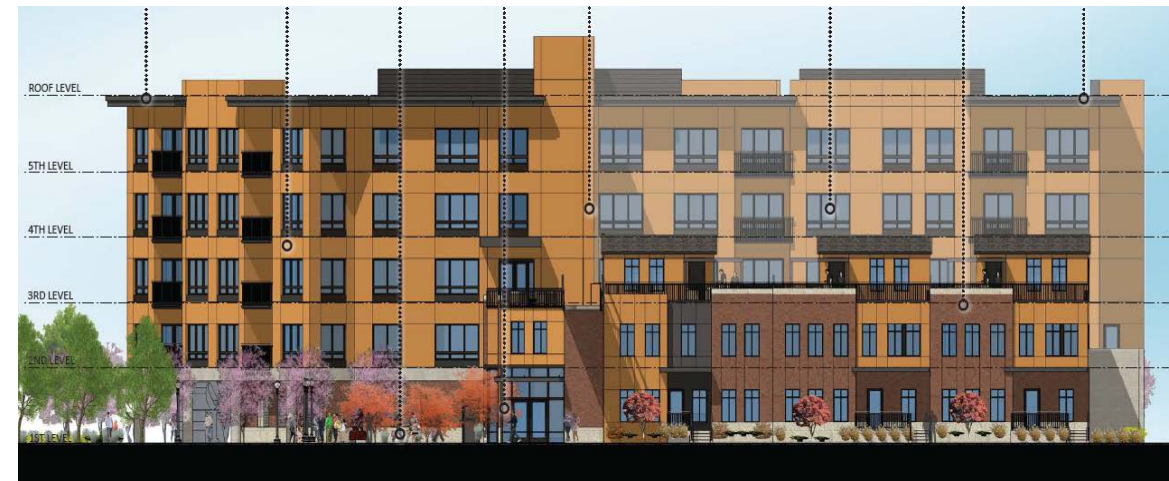
New June 2017 Proposal

1. 9th and River corner
 - Interactive public art install
2. 35 condos
3. 5 floors
4. 1 level podium parking
5. Footbridge to the south
6. Residential along alley Phase I and II
7. Additional Roof and Façade Modulation

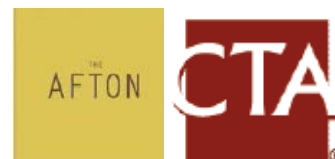
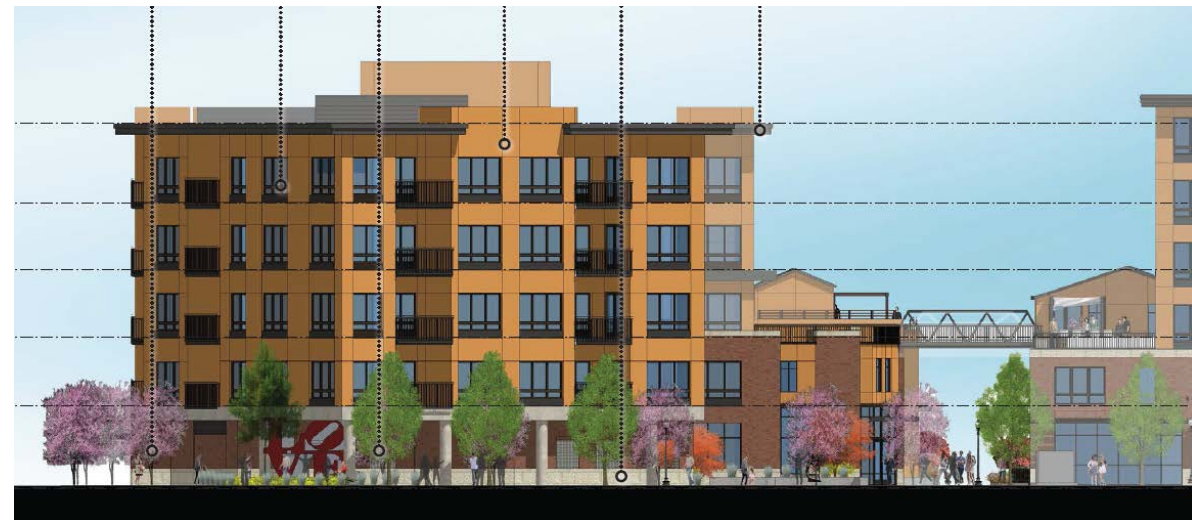
2014



Today

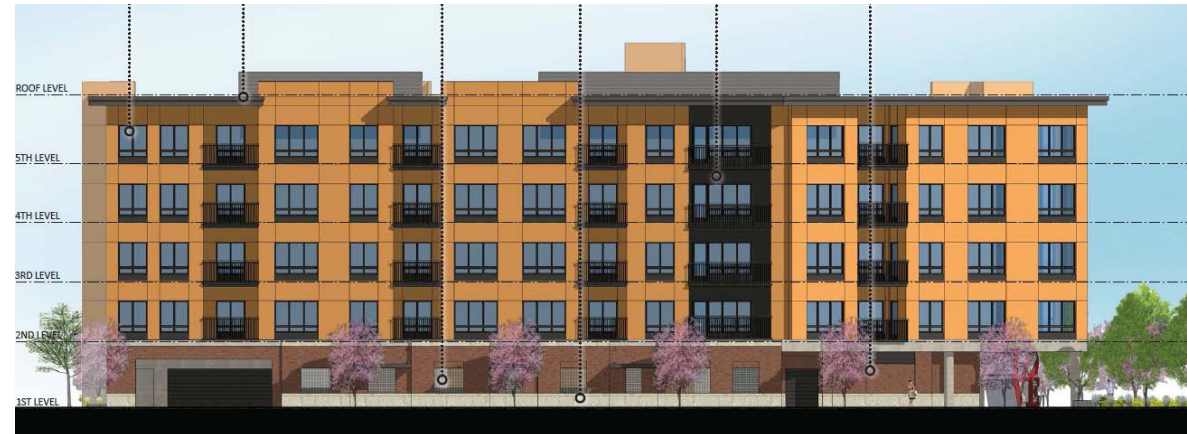


Approved in 2014



2014

Today



Approved in 2014



Birdseye View of Phase II Proposed



Corner of 9th & River





PLANNING AND DEVELOPMENT SERVICES

MAYOR: David H. Bieter | DIRECTOR: Derick O'Neill

Planning Division Project Report

1

File Number	DRH17-00213
Applicant	Michael Hormachea
Property Address	611 South 8 th Street and 620 South 9 th Street
Public Hearing Date	July 12, 2017
Heard by	Design Review Committee
Design Review Planner	Andrea N. Tuning
Design Review Supervisor	Sarah M. Schafer

Public Notification

Newspaper notification published on:	May 30, 2017
Radius notices mailed to properties within 300-feet on:	May 30, 2017
Staff posted notice on site on:	May 19, 2017

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1. Project Data and Facts

Applicant/Status	Michael Hormachea / Owner and Applicant
Architect	Joshua Hersel – CTA, Inc. / Architect
Location of Property	611 South 8 th Street and 620 South 9 th Street
Present Zoning and Land Use	C-5DD (Central Business District with Downtown and Design Review Overlays) zone
Applicant's Request	Modify Phase II of the Afton Condominium project to create a five-story building with parking at the ground floor and 35-residential units located on the upper four levels.

2. Land Use

Description and Character of Surrounding Area
The property is zoned C-5DD (Central Business with Downtown Design Review), is located in the Downtown Planning Area, and is designated as Downtown Mixed-Use within the comprehensive plan. The site is also located within the P-1 parking overlay District. The site is located on River Street between 8th Street and 9th Street in downtown Boise. The surrounding area is a mixture of urban uses including warehouses, a research and development company, a public library, a private school, and performing arts facilities. 9th Street has a block frontage designation of “Commercial/Mixed-Use” while River Street is designated as “Landscaped” and 8th Street has a designation of “Storefront” within the Downtown Design Review Guidelines. The intersection of 9th Street and River Street is also designated as a “Gateway and High Visibility Street Corner” within the Downtown Design Review Guidelines. River Street is designated as “Urban Concrete” streetscape typology while 9th Street is classified as “Neighborhood” streetscape typology and 8th Street is identified as “Urban Brick” streetscape typology within the Downtown Boise Streetscape Standards and Specifications Manual.

Adjacent Land Uses and Zoning

North:	Parking lots / zoned C-5DD
South:	River Street, then a research and development facility / zoned R-ODD
East:	8 th Street, then Foothills School / zoned C-5DDC
West:	9 th Street, then warehouses / zoned C-5DD



Site Characteristics
The site is flat and being used as a staging ground for Phase I of the Afton project.
Special Considerations
There is a primary underground distribution line that will run along the east side of the proposed building. The applicant will be required to coordinate with Idaho Power to ensure adequate building clearance from the distribution line has been provided.
History of Previous Actions
DRH12-00033: Proposal for a seven-story building with commercial space and 130 residential units. DRH10-00173: Proposal to remodel the existing warehouse building and construct a new parking lot for a research and development facility. DRH14-00262: Approval to construct two 6-story buildings in two phases with 67-residential units and 8,000-square feet of retail space. DRH15-00459: Proposal to modify the exterior elevations of the approved buildings. DRH16-00093: Proposal to modify the exterior building materials of the approved buildings.

3. Project Proposal

Site Design

Land Use	Percentage
Percentage of the site devoted to building coverage:	90%
Percentage of the site devoted to paving:	5%
Percentage of the site devoted to landscaping:	5%
TOTAL	100%

Parking

Proposed		Required	
Accessible spaces proposed:	2	Accessible spaces required:	2
Total parking spaces proposed:	46	Total parking spaces required:	0
Compact spaces proposed:	0	Compact spaces allowed:	18
Bicycle parking spaces proposed:	36	Bicycle parking spaces required:	35
Parking Reduction requested?	No	Off-site Parking requested?	No

Setbacks

Yard	Building		Structured Parking	
	Required	Proposed	Required	Proposed
9th Street – Front - West	0'	0'	0'	0'
River Street – Side Yard - South	0'	11'	0'	27'
Interior Side – North	0'	0'	0'	0'

Transportation

Roadway	Approximate Frontage	Functional Classification	Traffic Count	Level of Service	Acceptable Level of Service	LOS + Project
8 th Street	155-feet	Local Street	1,215 south of River Street in December of 2012	C	C	C
River Street	300'	Collector	13,629 west of 9 th Street in August of 2014	F	F	F
9 th Street	234'	Principal Arterial	16,704 South of Myrtle Street in February of 2013	C	C	C

Fencing

The applicant is not proposing any new fencing with this application and the site does not have any existing fencing.

Outdoor Lighting

The applicant has proposed historic street lighting and exterior building lighting with this application. The applicant will be required to coordinate all historic street lighting with Tom Marshall in the Boise City Public Works Division. All exterior building lighting will be required to install lighting that spills onto and illuminates the public sidewalk and minimizes light pollution.

Structure(s) Design	
Number and Proposed Use of Buildings	1 building with 35-residential condominiums with structured parking
Proposed Building Height	75-feet
Number of Stories	Five-stories
Unit Type	10 – 2-Bedroom / 2 Bathroom Units 4 - 1-Bedroom / 2 Bathroom Units 4 – 2-Bedroom / 2 Bathroom Units 4 – 1-Bedroom + Den / 1.75 Bathroom Units 7 – 2-Bedroom / 2.5 Bathroom Units 4 – Studio / 1 Bathroom Units <u>2 – 3 Bedroom / 3 Bathroom Units</u> 35-Units Total

4. Zoning Ordinance and Comprehensive Plan

Zoning Ordinance Sections	
11-03-04.12 C (7)(d) (i)	Site Design – A - E
11-03-04.12 C (7)(d) (ii)	Structure Design – A - E
11-03-04.12 C (7)(d) (iii)	Adopted Plans and Design Guidelines
11-07-03	Off-Street Parking and Loading Guidelines
11-04-05	Commercial Zoning Districts

Comprehensive Plan Sections	
3-9	Downtown Regional Mixed-Use Land Use Designation
3-14	Design Principles for Mixed Use Activity Center

3-47	Design Principles for Corridors
DT-1	Downtown Planning Area

Adopted Plans
Downtown Boise Design Review Standards and Guidelines
Transportation Action Plan
River Street – Myrtle Street Master Plan
River Street Neighborhood Plan (Pending)

5. Analysis/Findings

The History

On August 13, 2014, the applicant received approval from the Boise City Design Review Committee to construct two mixed-use buildings containing 122,548-square feet of mixed-use spaces. The project included two six-story buildings with structured parking and retail uses, live/work units as well as residential condominiums. Phase one consisted of one building (the easternmost building) containing 28-residential units and phase two consisted of one building (the westernmost building) containing 39-residential units. Retail spaces of 8,015-square feet were provided on the ground floor of the two buildings that faced River Street, 8th Street and 9th Street. The development was approved with the Findings of Fact, Conclusions of Law and Recommended Conditions of Approval within the original project report issued on October 3, 2016. Those Conditions of Approval were:

- Provide 41 additional bicycle parking spaces for a total of 67, with a minimum of 25% being covered for weather protection.
- Submit a detailed landscape plan for the rooftop decks with species, quantities and sizes proposed.

In 2015, the applicant modified the exterior elevations of Phase I to add decorative CMU to the north elevation in an effort to add additional design interest to the proposed fire wall on the north elevation.



In 2016, the applicant modified the exterior building materials of Phase I by utilizing stucco on the upper floors instead of the fiber cement siding that was previously approved.

The applicant recently completed the construction of Phase I of the Afton Condominium Project. The approved elevations for Phase I are as follows:



SOUTH ELEVATION



WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION

Site Design - Section 11-03-04.12 C(7)(d) (i)

A. Traffic Impact – That traffic impact is minimized and the pedestrians and cyclists have been provided for through the use of sidewalks, pathways, landscaping, and safe parking lot design.



The Afton Project as a Whole

The entire Afton Condominium Project has frontage on 8th Street, 9th Street and River Street. Originally the two structures included two six-story mixed-use buildings facing onto a 20-foot wide internal pedestrian mall that would create a vibrant and lively pedestrian space.

Phase I of the Afton

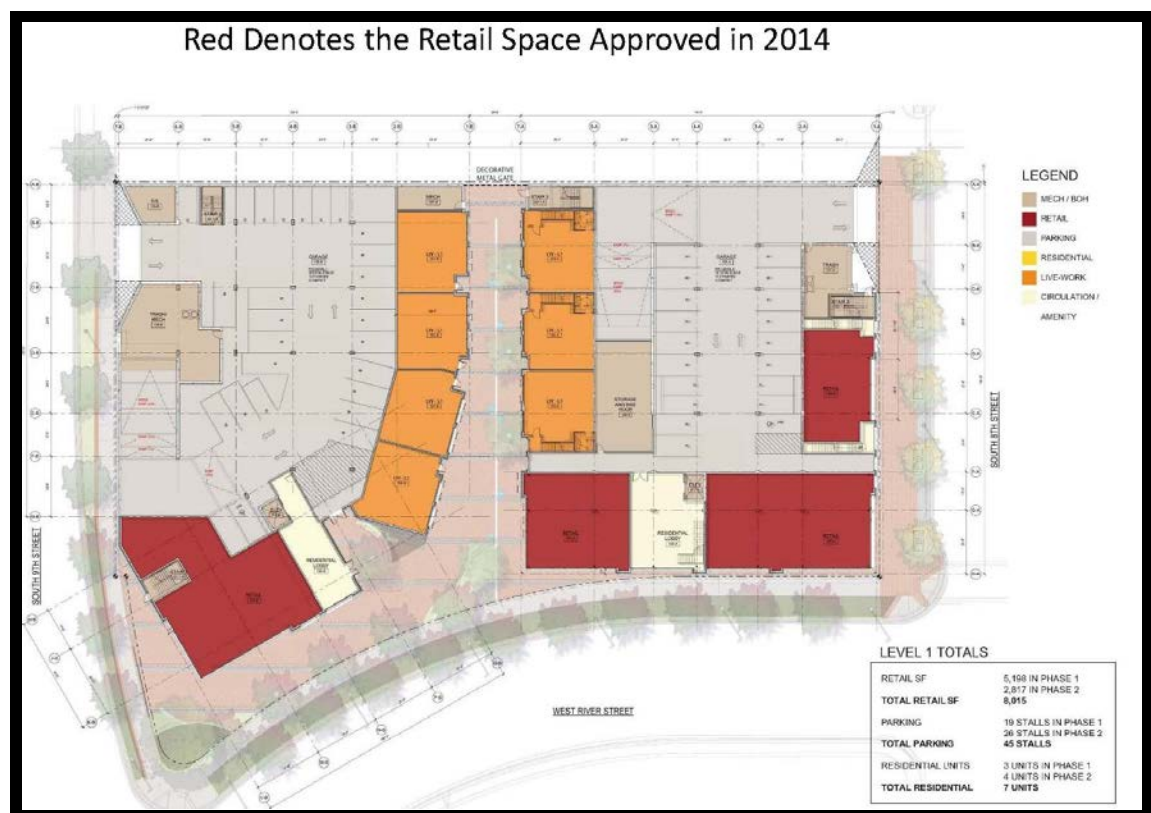
The building included in Phase I was configured with the first two floors as structured parking and retail space, with an “L” shaped massing of the upper floors overlooking rooftop green space and live/work units below. There were 5,198-square feet of retail spaces with ceiling height glazing proposed on River Street and a portion of 8th Street, with 25-residential units above and 3-live/work units located off of the pedestrian mall. The project evolved throughout the process and Phase I was ultimately constructed with a total of 25-residential condominiums, 3-live/work units located at grade on 8th Street and 1,995-square feet of ground floor retail proposed on River Street and portions of 8th Street.

Phase II of the Afton

Phase II was approved as a six-story building. The first two floors contained 2,817-square feet of retail space, structured parking and 4- live/work units. The upper floor massing was placed along 9th Street and River Street and contained 35-

residential condominiums, with a rooftop plaza on the second floor interior to the project. The retail spaces on River Street and a portion of 9th Street featured ceiling height glazing.

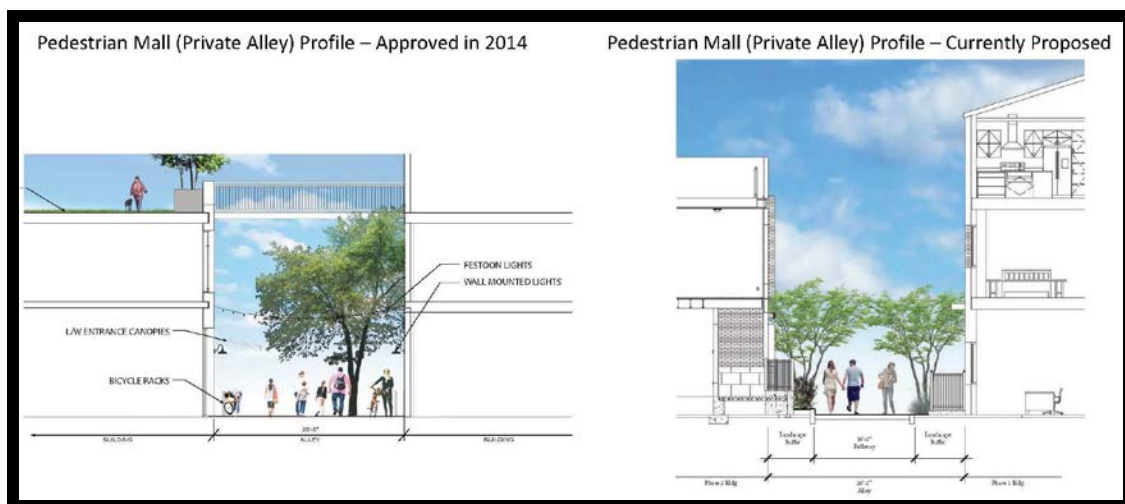
The applicant is now proposing to modify Phase II of the project to create a five-story building with parking and 3-residential condominium units located at the ground floor and 32-residential units located on the upper four stories. The proposed modifications will eliminate the 2,817-square feet of retail space that was previously approved in 2014 and will modify the site circulation as well as building elevations.



The red areas identified in the figure above depict the 8,015-square feet of retail space proposed and approved in 2014 for the Afton Project. When Phase I was constructed, 1,995-square feet of retail space was constructed with a potential of 3,990-square feet and phase II is proposing to eliminate all of the proposed retail space. There are significant concerns with the elimination of the retail space with Phase II located on River Street and 9th Street.

Ground floor retail provides a continuous network of experiences that are active, safe, comfortable and engaging. Recent trends show that more and more individuals are seeking to locate their homes in areas that offer a variety of amenities and offerings, including: shops, restaurants and gyms. Ultimately the City of Boise would like to have an activated ground floor component that increases pedestrian comfort and safety, increases an areas desirability and creates a place for the users of the building and surrounding neighborhood to visit.

The River Street–Myrtle Street Master Plan identifies this block as an “Urban Village” with higher density residential uses that also include smaller-scale office uses and neighborhood oriented retail and restaurants. The River Street–Myrtle Street Master Plan also notes that retail uses are encouraged to occupy the first floor of buildings where upper floors are occupied by other uses. The pending River Street Neighborhood Plan identifies this area as an “Activity Center.” Furthermore, the Boise Downtown Design Review Guidelines designates this corner as a “Gateway and High Visibility Street Corner” and requires a minimum of 25% façade transparency on River Street and 15% façade transparency on 9th Street. To be consistent with the original proposal approved in 2014, the River Street–Myrtle Street Master Plan, the pending River Street Neighborhood Plan and the Downtown Boise Design Review Guidelines, the applicant will be required to provide approximately 2,000-square feet of retail space on the ground floor of the proposed building facing 9th Street and River Street.



The internal pedestrian mall was originally approved as a 20-foot wide pedestrian area that would serve as access to 7-live/work units located within Phase I and Phase II. The proposed live-work units were removed from this pedestrian mall and have been replaced with a total of 6-single-family residential condominiums. The

pedestrian mall will now include outdoor patios and landscaping that caters to an intimate setting for the 6-residential condominiums.

The project lies within the P-1 parking overlay which does not require any parking to support the use based upon the assumption that individuals will utilize the existing public parking garages and alternative modes of transportation. Multi-family buildings are required to provide one bicycle parking space per residential unit. The applicant has noted they are proposing 36 bicycle spaces located on the ground level to serve the 35 residential units within the building. Staff can only identify 28 bicycle parking spaces. As such the applicant will be required to provide the required 35-bicycle parking spaces. It is also recommended that the applicant provide bicycle parking within the pedestrian mall to provide bicycle accommodations for visitors and patrons.

The applicant is proposing to provide 46 vehicular parking spaces which consists of 36-standard parking spaces, 8 compact parking spaces, one van accessible space and one traditional accessible space. The majority of the parking stalls have been designed as 75-degree parking. The proposed drive aisles within the parking garage have been designed at 18-feet in width. The City of Boise does have different types of angled parking however 75-degrees are not a standard angle that has been adopted. As such, the applicant will be required to follow the guidelines established for 90-degree parking. To comply with the adopted ordinance and provide a safe and efficient back up space, the applicant will be required to provide 22-feet of back up space for all drive aisles. The applicant has also proposed one van accessible space and one regular accessible space. The regular accessible space depicts bicycle parking located within the access aisle. ADA requirements require all access aisle to be clear and functional. To comply with ADA guidelines, the applicant will be required to provide a 5-foot clear access aisle for the regular accessible space.

The Downtown Streetscape Standards identify River Street as an "Urban Concrete" streetscape typology but was originally approved as a "Neighborhood" streetscape typology. River Street was improved with an 8-foot sidewalk separated from the curb line by an 8-foot wide planter. The planter includes street trees spaced at 30-feet on center and street lights spaced at 54-feet on center. The applicant is proposing to continue this streetscape design. It is recommended the newly constructed streetscape be continued on the River Street frontage to provide a consistent appearance for the entire block frontage. The applicant is proposing to install a vehicle pullout located on River Street for residents to utilize for loading and unloading. This proposal removes approximately 60-feet of planter area, creates a break in the streetscape pattern, and eliminates two street trees and one street lights. It is recommended the

vehicle pullout be eliminated from the streetscape and the private loading and unloading area be relocated within the proposed parking garage or on 8th Street. This recommendation is supported by the Ada County Highway District and the Boise City Transportation Planner.

The Downtown Streetscape Standards identify 9th Street as “Neighborhood” streetscape typology. This typology requires the applicant provide an 8-foot wide (minimum) planter, and a 6-foot wide sidewalk. The planter should contain Class II street trees spaced approximately every 30-feet and appropriately located historic street lights that provide four to five street lights per block. The applicant is proposing to construct 9th Street with a planter that varies from 5-feet to 8-feet in width with a 6-foot detached concrete sidewalk. The street trees are proposed to be spaced 33-feet on center and the historic street lights are proposed to be spaced 72-feet on center. The historic street lights are currently existing. It is recommended the planter width be a minimum of 8-feet the entire length of the site. It is also recommended the street tree spacing be adjusted to ensure the street lights are centrally located between the trees to provide efficient pedestrian scale lighting.

The on-site pedestrian network will build upon the sidewalks and streetscapes provided on the 9th Street and River Street and will include a pedestrian mall located between the two Afton buildings. The applicant will also be relocating the pedestrian bridge that connects the two buildings within the project. The pedestrian bridge was originally proposed and approved located along the north property line. There were building code issues that arose with the bridge being located on the property line so the applicant is now proposing to relocate the bridge approximately 110-feet to the south. This will make the pedestrian bridge more prominent and visible to the public right-of-way. The bridge will connect roof top open spaces located on the two buildings. It will be constructed of bronze metal that will match the patio railings located on both buildings to provide a cohesive appearance.

With the proposed modifications, the on-site pedestrian facilities will provide a well-connected sidewalk network extending throughout the site, on River Street and on 9th Street.

Traffic Impact Summary

With the recommended conditions of approval, this development will provide sidewalks and street trees, as well as a safe pedestrian and cycling network throughout the site. Based on the preceding analysis and the attached conditions of approval, the project will comply with Boise City Code Section 11-03-04.12.C.7.d to minimize the traffic impact.



B. Landscaping, Stabilization, and Screening – That landscaping screens buffer adjacent uses, and screen or conceal unsightly areas.

The applicant has proposed streetscapes along 9th Street and River Street as well as landscaping within the pedestrian mall, and on the roof deck. The majority of the streetscapes include trees with small planter beds located adjacent to the building because of the urban setting. The landscaping will provide year round color and design interest to the urban setting that is proposed.

The applicant has proposed an internal trash room centrally located within the parking garage. The applicant shall coordinate with the Solid Waste Manager to ensure compliance with the location and the dimensional standards. Mechanical units will be located on the roof and shall be screened by the proposed full height bronze colored decorative mesh.

Landscaping, Stabilization and Screening Summary

Based on the preceding analysis and the recommended conditions of approval, the landscape and screening methods for the utility locations and mechanical units will be screened to conceal them from public view and will comply with Boise City Code Section 11-03-04.12.C.7.d and 3.7 and 3.8 of the Boise Design Review Guidelines.

Grading and Drainage

Boise City Code Section 11-03-04.12.C.7.d states:

- A. That on-site grading and drainage have been designed so as to minimize off-site impact and provide for erosion control.*

The grading and drainage will be reviewed by Boise City Public Works at the time of building permit along with the Ada County Highway District to ensure all drainage is contained on site and street sections meet all agency requirements.

Signage

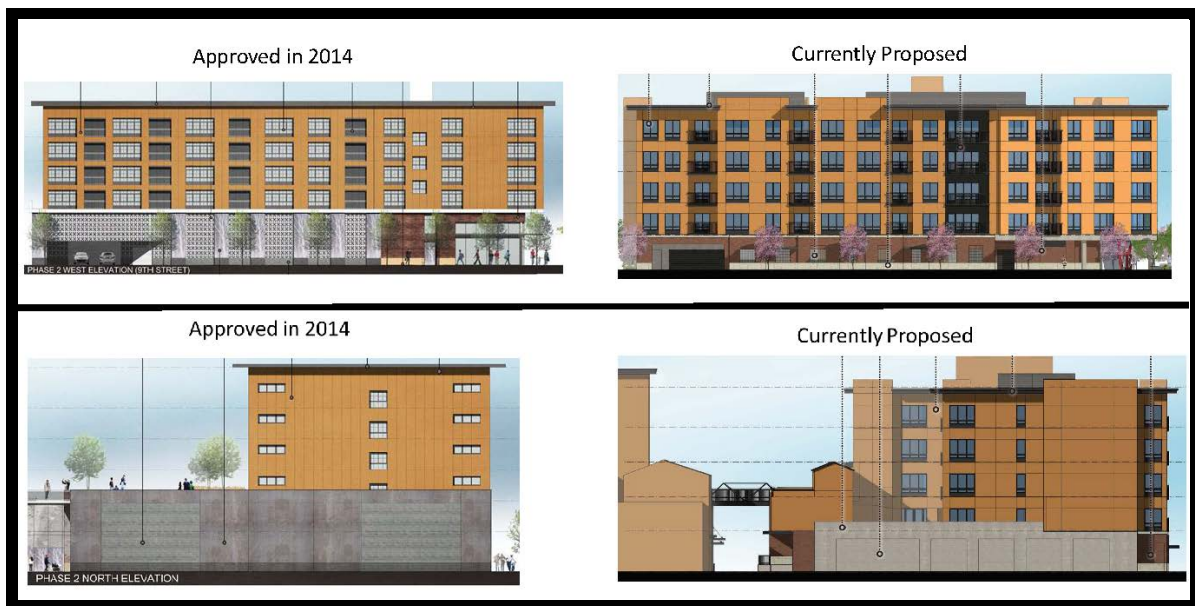
Boise City Code Section 11-03-04.12.C.7.d states:

- A. Signage: That signs provide for business identification, minimize clutter and comply with the sign regulations.*

No signs are proposed for this development at this time. At the time the applicant considers building identification, they will be required to submit a separate sign application. The project must comply with all ordinance regulations in effect at the time the sign application is submitted.

Structure Design - Section 11-03-04.12 C(7)(d) (ii)

Building Location	Type/Color
Roof:	Single-ply membrane – white
Exterior Walls:	Stucco - Orange Brick – Red Cordoba Stone - Grey CMU - Grey
Fascia and Canopies:	Aluminum composite - Bronze
Garage Screen:	Perforated metal panel screen wall - Grey
Windows/ Doors:	Aluminum storefront entry – Bronze Fiberglass windows for residential units- Bronze
Mechanical Equipment:	Rooftop screened rooftop screens and parapet walls







Both buildings share a cohesive design and material palette. The buildings have a substantial amount of brick and stone on the ground floor. The upper stories feature recessed balconies, stucco in a burnt orange color, and windows in an ordered pattern delineating the façade. The north firewall wall has provided design interest

through the use of scored concrete panels interspersed with large fields of decorative CMU block. The structures feature overhanging flat roof designs with a substantial fascia thickness providing a well-proportioned terminus to the top of the buildings. The color selection consists of tones that will provide design interest without detracting from adjacent properties. The building is in scale with other structures within the immediate area and the proposed use will not negatively impact the adjacent properties.

Building Materials

Boise City Code 11-03-04.12 C (7)(d) states:

Exterior materials that complement surrounding development in terms of color and relief should be utilized.

The applicant is proposing to construct Phase II of the Afton Condominium Project as a five-story structure that includes ground floor parking, 3-residential condominiums located at the ground floor and 32-residential units located on the upper four-stories. The building is proposed to be constructed of burnt orange stucco, cordoba stone and red brick. The building will also feature bronze aluminum composite fascia, bronze fiberglass windows, bronze aluminum hand rails and roof top mechanical screens. The buildings utilize warm natural colors on the building.

The selected colors and materials are appropriate for a multi-family development within the downtown core. To comply with the Boise City Downtown Design Guidelines, it is recommended the applicant add additional brick to ensure the amount of stucco utilized on the south and west elevations do not exceed 50% (4.4.2.3). It is also recommended the applicant should employ techniques to recess windows above the ground floor a minimum of 2-inches from the façade (4.3.2). With these minor modifications, the colors, materials and textures provided on the building will complement the area and will also present an aesthetically appealing appearance at the time of construction while minimizing the maintenance costs associated with the building in the future.

Building Massing and Articulation

Boise City Code 11-03-04.12 C (7)(d) states:

The height to width relationship should be compatible and consistent with the architecture in the area.

The Downtown Design Review Guidelines require modulated elements to prevent sterile, box-like buildings and limits façade widths without significant modulation to no more than 120 feet in width. The proposed building has separated massing, changes in colors and materials, wall plane modulation, variations in form provided by horizontal and vertical design elements to break up the massing of the structures and

provide design interest (Section 4.2.2). The massing, height, and design are typical of an urban downtown building and are compatible with surrounding structures and uses. The building is in scale with Phase I of the Afton, the Boise Library and other structures within the immediate downtown area and will not negatively impact the adjacent properties.

Shadow Relief and Architectural Details

Boise City Code 11-03-04.12 C (7)(d) states:

Openings in the facade shall be consistent with the architecture in the area. (For example, balconies, bays, and porches are encouraged with a minimum of monotonous flat planes to provide shadow relief).

The building design uses horizontal and vertical protrusions, canopies, varied rooflines, varied massing, and variations in building form to provide design interest. Shadow lines are provided by the horizontal projections and wall plane modulation. Windows have been appropriately provided on all elevations of the building.

The Boise Downtown Design Review Guidelines require the applicant to provide 15% window transparency on 9th Street between 4-feet and 8-feet above the sidewalk and 25% window transparency on River Street between 4-feet and 8-feet above the sidewalk. The window transparency will present an active and attractive presence along the public roadways and will be a beneficial addition to the surrounding neighborhood.

Building Design Summary

Overall, the design contains appropriate colors and materials, fenestration, and modulation. Each of these elements assists to break up the massing of the structures, provides an additional depth of character through shading and relief and provides architectural design interest to the buildings. The applicant's proposal will integrate well with the other developments within this and will complement the mixture of uses within the area. Based on the preceding analysis and the suggested conditions of approval, the building design will comply with Boise City Code Section 11-03-04.12.C.7.d.

6. Conclusion and Recommended Conditions

Staff finds the project complies with Sections 11-03-04.12 C (7)(d) of the Zoning Ordinance, the Design Review Guidelines and the goals and policies of the Boise City Comprehensive Plan and would recommend **approval** subject to the following conditions.



Site Specific Conditions

1. Compliance with the plans and specifications submitted to and on file in the Planning and Development Services Department dated received May 10, 2017, except as expressly modified by the following conditions:
 - a. Provide 22-feet of back up space for all parking drive aisles.
 - b. Provide a 5-foot clear and unobstructed access aisle for the regular accessible space.
 - c. Provide a total of 35-bicycle parking spaces with 9-of the spaces being covered.
 - d. It is recommended (not required) the applicant provide bicycle parking within the pedestrian mall to provide bicycle accommodations for visitors and patrons.
 - e. Provide approximately 2,000-square feet of retail space on the ground floor of the proposed building with glazing on 9th Street and River Street.
 - f. Provide 15% window transparency on 9th Street between 4-feet and 8-feet above the sidewalk.
 - g. Provide 25% window transparency on River Street between 4-feet and 8-feet above the sidewalk.
 - h. Eliminate the vehicle pullout on River Street and relocate the private loading and unloading area within the proposed parking garage.
 - i. Widen the streetscape planter on 9th Street to be a minimum of 8-feet the entire length of the site.
 - j. Adjust the street tree spacing on 9th Street to ensure the street lights are centrally located between the street trees.
 - k. Add additional brick to the south and west elevations to ensure the amount of stucco does not exceed 50% of the street facing facades.
 - l. Employ techniques to recess window above the ground floor a minimum of 2-inches from the façade. Submit wall sections showing the windows have been recessed a minimum of 2-inches.
 - m. Mechanical units will be required to provide full height bronze colored decorative mesh.

Revised plans indicating compliance with the above conditions shall be submitted to Planning Staff for approval prior to application for any construction permits.



Responsible Agencies and Other Boise City Departments

2. A Building Permit approval is contingent upon the determination that the site is in conformance with the Boise City Subdivision Ordinance. Contact the Planning and Development Services Subdivision Section at (208)608-7089 regarding questions pertaining to this condition.
3. The applicant shall comply with the requirements of the Boise City Public Works Department:
 - . Drainage (May 11, 2017)
 - . Sewers (May 12, 2017)
 - . Street Lights (May 12, 2017)
 - . Solid Waste (May 12, 2017)

Please contact BCPW at (208)608-7150. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved Storm Water Plan must be resubmitted to BCPW for approval.

4. Prior to a Building Permit and prior to any construction on the site, an Erosion and Sediment Control Permit must be obtained from the Building Division of the Planning and Development Services Department.
5. A Building Permit is contingent upon approval from Boise City Community Forestry for tree planting within right-of-ways, per Title 9, Chapter 16, Section 09-16-05.2. Contact Boise City Community Forestry at (208)608-7700 with questions regarding this condition.
6. Compliance with the requirements of the Ada County Highway District (ACHD) comments provided May 18, 2017.
7. The applicant shall comply with the Boise City Fire Code as outlined in the comments dated May 30, 2017. This will require aerial access to the building and will require high flow fire hydrants.

Standard Conditions of Approval

8. All loading activities and site maintenance (with the exception of snow removal) are limited to Mondays through Fridays between the hours of 7:00 a.m. and 10:00 p.m. and Saturdays and Sundays between the hours of 8:00 a.m. and 8:00 p.m.



9. Construction activity on site is restricted to the hours of 6:30 a.m. to 6:00 p.m. Mondays through Fridays and 8:30 a.m. to 6:00 p.m. on Saturdays and Sundays.
10. All landscaping areas shall be provided with an underground irrigation system. Landscaping shall be maintained according to current accepted industry standards to promote good plant health, and any dead or diseased plants shall be replaced. All landscape areas with shrubs shall have an approved mulch such as bark or soil aid.
11. All landscape trees shall be pruned in accordance with the American National Standards Institute's Standard Practices for Tree Care Operations (ANSI A300 - latest edition). No trees on the site shall be topped, headed back, rounded over or otherwise disfigured. Contact Boise City Community Forestry at (208)608-7700 for information regarding tree care operations.
12. An approved protective curbing shall enclose all landscape areas where they are adjacent to parking areas or driveways.
13. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.
14. Vision Triangles as defined under Section 11-012-03 of the Boise City Code shall remain clear of sight obstructions.
15. In compliance with Boise City Code, anyone planting, pruning, removing or trenching/excavating near any tree(s) on ACHD or State right-of-ways must obtain a permit from Boise City Community Forestry at least one (1) week in advance of such work by calling (208)608-7700. Species shall be selected from the Boise City Tree Selection Guide.
16. Existing healthy trees shall be saved where not in conflict with building locations or required driveways as determined by the Boise City Forester and approved by the Design Review staff. Existing grading shall be altered as little as possible, with a minimum compaction of topsoil within the tree dripline area. Soil sterilants shall not be applied near the dripline of these trees. Pervious paving shall be provided within the dripline area, unless otherwise approved by the Boise City Forester and the Design Review staff, to allow surface air and water penetration to the feeder root zone of trees near paved areas.
17. Deciduous trees shall be not less than 2" to 2½" caliper size at the time of planting, evergreen trees 5' to 6' in height, and shrubs 1 to 5 gallons, as approved by the Design Review staff. All plants are to conform to the American Association of Nurseryman Standards in terms of size and quality.



18. All surface drainage shall be reviewed and approved by ACHD and BCPW. Perimeter grading shall be designed to match the existing grade of the adjoining properties.
19. All parking areas and driveways shall be paved and striped. All accessible spaces and approved compact spaces shall be clearly marked and signed as required. Bicycle parking, as required by Section 11-07-03.3.B of the Boise City Code, shall be provided.
20. All Americans with Disabilities Act (ADA) requirements shall be met. A total of 5 accessible space(s) shall be provided, which are to be located on the shortest accessible route of travel to the accessible building entry.
21. Any outside lighting shall be reflected away from adjacent property and streets. Exterior light fixture details shall be submitted to the Design Review staff for approval prior to issuance of a Building Permit. Impacts on residential areas shall not be permitted.
22. The illumination level of all light fixtures shall not exceed two (2) foot-candles as measured one (1) foot above the ground at property lines shared with residentially zoned or used parcels.
23. Boise City Fire Department requires water mains, fire hydrants and temporary Fire Department access to be installed, inspected and approved by the Fire Department prior to commencement of combustible construction. Note: Temporary water and temporary access during construction may be permitted upon request to, and approval by, the Fire Department.
24. No obstructions (landscaping, signs, fences or other elements) shall encroach upon any required fire access or fire facility.
25. All signs will require approval from the Planning and Development Services Department prior to installation.
26. Trash receptacles and on-grade and rooftop mechanical fixtures and equipment shall be concealed from public view by use of an approved sight-obscuring method. All screening materials shall be compatible with the building materials/design.
27. Utility services shall be installed underground.
28. Rain gutters shall be provided on eaves projecting over pedestrian entries and walkways to protect the occupants from undesirable storm runoff. Through-wall mechanical units shall be architecturally integrated into the building design, as approved by the Design Review staff. Roof vents shall be screened or painted to



match the roof color.

29. No trees within street right-of-ways shall be removed or pruned without approval from Boise City Community Forestry in compliance with Boise City Code. No trees within the property, as shown on the plans and approved by the Design Review Committee or the Design Review staff, shall be removed without the approval of the Design Review Committee or the Design Review staff and in compliance with Boise City Code.
30. In the event a tree is removed without prior approval, the tree shall be replaced with a tree with trunk caliper 1.5 times the one removed or with a sufficient number of trees, as approved by the Design Review Committee or the Design Review staff, with a trunk caliper not less than 4" and a total cumulative caliper area equal to 1.5 times the caliper area of the tree(s) removed. Caliper shall be as measured by the American Nurseryman's Association standards. For example, if a 12" caliper tree is removed, it must be replaced with either one 18" caliper tree or three 6" caliper trees or five 4" caliper trees. The replacement requirement may be modified upon a showing made to the Design Review Committee or the Design Review staff of disease or death of the tree which was not caused by neglect.
31. An Occupancy Permit will not be issued by the Planning and Development Services Department until all of these conditions have been met. In the event a condition(s) cannot be met by the desired date of occupancy, the Planning Director will determine whether the condition(s) is bondable or should be completed, and if determined to be bondable, a bond or other surety acceptable to Boise City will be required in the amount of 110% of the value of the condition(s) that is incomplete.
32. No change in the terms and conditions of this approval shall be valid unless in writing and signed by the applicant or his authorized representative and an authorized representative of Boise City. The burden shall be upon the applicant to obtain the written confirmation of any change and not upon Boise City.
33. Any change by the applicant in the planned use of the property, which is the subject of this application, shall require the applicant to comply with all rules, regulations, ordinances, plans, or other regulatory and legal restrictions in force at the time the applicant, or successors of interest, advise Boise City of intent to change the planned use of the property described herein, unless a variance in said requirements or other legal relief is granted pursuant to the law in effect at the time the change in use is sought.





FRIDAY UPDATE

July 7, 2017

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

This month's written report to the board is an abbreviated mid-summer version. The regular detailed CCDC project updates will return as part of the August board meeting packet. As you know, the July board meeting agenda is not extensive, but we do have items needing review and approval so your participation in the call-in meeting is appreciated. If you would like to be updated on any specific initiatives prior to the August meeting please feel free to call me directly.

CCDC & LEADERSHIP BOISE

It's a pleasure to share good news with you regarding CCDC and Boise Chamber of Commerce's "Leadership Boise" program: Joey Chen has been accepted into the 2017-2019 program, making her a member of the LB Class of '19. Congrats to Joey! Our other active CCDC/LB member, Doug Woodruff, is on track to graduate with the Class of '18 and will be chairing the Planning Committee for the Infrastructure and Environment session this coming year. The agency is well represented by Joey and Doug!

COMMUNITY INVOLVEMENT

In case you missed this coverage, our own Matt Edmond, along with his wife Shari, were featured in the Idaho Statesman during preparations for the 4th of July celebration. Great to see CCDC people engaged in the community service. [Here's a link to an interview.](#)

CC ANDERSON BUILDING LIVES ON!

The day finally came, many many months after CCDC's initial conversations with Athlos Academies, the Grand Opening was held last Friday. The adaptive re-use of the CC Anderson building illustrates a CCDC key strategy (from page 16 in our Annual Report): *"Redeveloping properties within our districts enhances the urban environment, honors our heritage, and fuels economic growth."* We're thrilled to have this important block reactivated with our new neighbors and the anticipated visitors coming to Athlos HQ! See photos from the Grand Opening on the following page.



