CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
May 14, 2018 12:00 p.m.
A G E N D A

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

II. AGENDA CHANGES/ADDITIONS ..... Chair Zuckerman

III. CONSENT AGENDA

A. Expenses
1. Approval of Paid Invoice Report – April 2018

B. Minutes and Reports
1. Approval of April 9, 2018 Meeting Minutes

C. Other
1. Approve Resolution #1541 - CSHQA's Professional Design Services Task Order 14-015 Amendment #1 for Central District Public Improvements
2. Approve Resolution #1547 – Approving Easement Agreements for BoDo Sidewalks
3. Approve FY 2018 Q2 Financial Report, October 1, 2017 thru March 31, 2018 (Unaudited)

IV. ACTION ITEM

A. CONSIDER: Resolution #1548 - to Quitclaim 11th & Myrtle Remnant to City of Boise (5 minutes) ..... Mary Watson

B. CONSIDER: Resolution #1529 – Amend Resolution #1478, RMOB Series 2017 A Redevelopment Bonds (5 minutes) ..... Ross Borden

C. CONSIDER: 801 W Main Street – Wells Fargo Center Retail – Type 1 Participation Designation (5 minutes) ..... Laura Williams

D. CONSIDER: Resolution #1543 - 6th and Front Project – Approval of the Disposition and Development Agreement for 502 West Front Street (5 minutes)..... Laura Williams

E. CONSIDER: Resolution #1544 - 6th and Front Project – Approval of the Type 3 Participation Agreement with Front Street Investors, LLC (5 minutes)..... Laura Williams

F. CONSIDER: Resolution #1545 - 6th and Front Project – Approval of the Parking Permit Purchase Agreement with Front Street Investors, LLC (5 minutes)..... Laura Williams

G. CONSIDER: Capitol & Front Garage RFP Update and Process Approval (5 minutes) ..... Laura Williams

H. CONSIDER: Resolution #1550 - Central District Geothermal Type 4 Agreement with City of Boise (5 minutes) ..... Doug Woodruff

V. INFORMATION/DISCUSSION ITEMS

A. Ada County Assessor's Annual Report (10 min) ..... Bob McQuade

B. Central District Sunset – Update (2 min) ..... Ross Borden

C. Operations Report (5 minutes)..... John Brunelle

VI. ADJOURN

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

CAPITAL CITY DEVELOPMENT CORP

III.
CONSENT AGENDA

CAPITAL CITY DEVELOPMENT CORP

Paid Invoice Report

For the Period: 4/01/2018 through 4/30/2018

Payee	Description	Payment Date	Amount
Payroll:			
EFTPS - IRS	Federal Payroll Taxes	4/11/2018	12,133.44
Idaho State Tax Commission	State Payroll Taxes	4/11/2018	2,430.00
CCDC Employees	Direct Deposits Net Pay	4/11/2018	32,908.52
PERSI	Retirement Payment	4/11/2018	15,062.88
EFTPS - IRS	Federal Payroll Taxes	4/25/2018	12,125.82
Idaho State Tax Commission	State Payroll Taxes	4/25/2018	2,428.00
CCDC Employees	Direct Deposits Net Pay	4/25/2018	32,888.90
PERSI	Retirement Payment	4/25/2018	15,055.02
Idaho State Tax Commission	SUTA Payment Q1	4/9/2018	2,549.09
		Total Payroll Payments:	127,581.67
Checks and ACH			
Various Vendors	Check and ACH Payments Issued (See Attached)	April 2018	11,100,610.90
		Total Paid Invoice, Reported Payments:	11,100,610.90
		Total Cash Disbursements:	**$ 11,228,192.57**

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

Finance Director	Executive Director	Board Member
5/4/2018	5/18/18	May 10, 2018
Date	Date	Date

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3659	Ada County	APRIL 2017	April 2018 Master Ground	04/01/2018	25,882.00	62839	04/01/2018
		APRIL 2017	April 2018 Surplus Ground	04/01/2018	11,044.50	62839	04/01/2018
		APRIL 2018	April 2018 Master Ground	04/01/2018	10,426.75	62854	04/09/2018
		APRIL 2018	April 2018 Surplus Ground	04/01/2018	11,987.75	62854	04/09/2018
Total 3659:					59,341.00		
1139	American Cleaning Service	65569	Trailhead Cleaning	04/01/2018	936.71	10772	04/10/2018
Total 1139:					936.71		
1316	Blue Cross of Idaho	1806500013	Health Insurance - April 20	04/01/2018	22,589.02	62840	04/01/2018
Total 1316:					22,589.02		
1331	Boise Centre	8289-IN	Grove maintenance fee - M	03/26/2018	6,922.00	62844	04/03/2018
		8289-IN	Snow Removal - FEB18	03/26/2018	2,324.20	62844	04/03/2018
Total 1331:					9,246.20		
1385	Boise City Utility Billing	0078850000	421 N 10th, ISG 00788500	03/01/2018	279.49	62845	04/03/2018
		26000APR18	421 N 10th, ISG 00788500	04/01/2018	167.06	10791	04/25/2018
		91177APR18	848 Main St # 0447416001	04/01/2018	7.15	10791	04/25/2018
Total 1385:					453.70		
1418	Boise Metro Chamber of C	5781799	Regional Leadership Regis	03/28/2018	399.00	10773	04/10/2018
Total 1418:					399.00		
1448	Boise Valley Economic Prt	5781288	BVEP 2018 Econ Summit	03/14/2018	1,000.00	10760	04/03/2018
Total 1448:					1,000.00		
3712	Car Park	FEBRUARY	10th & Front - Grove	02/28/2018	27,243.46	10761	04/03/2018
		FEBRUARY	9th & Front - City Centre	02/28/2018	36,961.91	10761	04/03/2018
		FEBRUARY	9th & Main - Eastman	02/28/2018	27,210.68	10761	04/03/2018
		FEBRUARY	Capitol & Front - BLVD	02/28/2018	13,654.10	10761	04/03/2018
		FEBRUARY	Capitol & Main - Cap T	02/28/2018	29,733.62	10761	04/03/2018
		FEBRUARY	Capitol & Myrtle - Myrtle	02/28/2018	20,086.84	10761	04/03/2018
Total 3712:					154,890.61		
1556	Caselle Inc.	86400	Contract support - April 20	04/01/2018	787.33	62841	04/01/2018
Total 1556:					787.33		
2810	CenturyLink	1437876596	Grove - Data Service	04/11/2018	1.76	10799	04/23/2018
Total 2810:					1.76		
1595	CITY OF BOISE	IK6	Park & Ride - 2018	03/31/2018	20,720.00	62855	04/09/2018

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 1595:					20,720.00		
3947	Crane Alarm Service	APRIL 2018	Fire Alarm System - Monito	04/01/2018	25.00	62848	04/06/2018
Total 3947:					25.00		
1787	Downtown Boise Associati	8110	FY2018 Contributing Dues	12/01/2017	10,000.00	62856	04/09/2018
		8159	FY2018 Contribution	03/22/2018	14,000.00	62856	04/09/2018
		8161	Stage Rental Storage - 1 Q	03/31/2018	300.00	62856	04/09/2018
Total 1787:					24,300.00		
1838	Elam & Burke P.A.	172121	Carley Project - 5th & Front	02/28/2018	1,185.20	10766	04/05/2018
		172122	Ash Street Properties	02/28/2018	1,820.00	10766	04/05/2018
		172124	30th Street	02/28/2018	578.00	10766	04/05/2018
		172125	CD Closeout	02/28/2018	820.45	10766	04/05/2018
		172126	GBAD	02/28/2018	57.00	10766	04/05/2018
		172127	Civic Partners Developmen	02/28/2018	20.00	10766	04/05/2018
		172128	Fowler	02/28/2018	765.00	10766	04/05/2018
		172129	Parcel B Hotel Project	02/28/2018	1,579.00	10766	04/05/2018
		172130	Parking Matters	02/28/2018	897.00	10766	04/05/2018
		172131	RM 2017 Bonds	02/28/2018	1,388.40	10766	04/05/2018
		172132	Downtwon Boise Public Lib	02/28/2018	247.50	10766	04/05/2018
		172133	New URD	02/28/2018	6,394.30	10766	04/05/2018
		172134	AMPCO vs. Car Park	02/28/2018	328.00	10766	04/05/2018
		172135	101-0 General	02/28/2018	736.00	10766	04/05/2018
		172139	WS District	02/28/2018	573.00	10766	04/05/2018
Total 1838:					17,388.85		
1898	Fiberpipe	2185	Email & Audio	04/01/2018	64.90	10774	04/10/2018
Total 1898:					64.90		
4060	First American Title Compa	11TH & FRO	11th&Front Garage - Purch	04/25/2018	5,247,075.50	10789	04/26/2018
Total 4060:					5,247,075.50		
3807	FreedomVoice Systems	2018-040105	Monthly Service	04/01/2018	551.16	62849	04/06/2018
Total 3807:					551.16		
3778	Gingerich Site & Undergro	17-8418	8th Street Snow Removal	03/14/2018	3,919.25	62846	04/03/2018
		17-8425	Grove Bi-weekly Maint	03/26/2018	485.00	62846	04/03/2018
		17-8426	Mulligans	03/26/2018	281.25	62846	04/03/2018
		17-8427	9th Street, Myrtle to Lee St.	03/26/2018	523.75	62846	04/03/2018
Total 3778:					5,209.25		
3695	Guho Corp.	#1 PO#1800	Main Street, 5th through 6t	03/21/2018	10,269.50	10767	04/05/2018
Total 3695:					10,269.50		
2165	Idaho Power	06607APR18	9th St outlets #220040660	04/04/2018	3.54	10790	04/19/2018
		08260APR18	421 N 10th St, 222370826	04/03/2018	840.27	10790	04/19/2018
		10368APR18	617 S Ash #2200910368	04/04/2018	5.45	10790	04/19/2018

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		27995APR18	9th & State # 2201627995	04/04/2018	3.54	10790	04/19/2018
		34903APR18	8th St lights #2202934903	04/04/2018	80.68	10790	04/19/2018
		83212APR20	Grove Vault #2205983212	04/04/2018	48.17	10790	04/19/2018
Total 2165:					981.65		
3900	Idaho Records Manageme	0126386	Records Storage & Deliver	03/31/2018	156.43	10775	04/10/2018
Total 3900:					156.43		
2186	Idaho Statesman	263244 MAR	Legal Notices	03/31/2018	270.72	62850	04/06/2018
Total 2186:					270.72		
2240	Intermountain Gas Compa	30007 MARC	617 Ash St #69482130007	03/22/2018	18.39	10786	04/11/2018
Total 2240:					18.39		
3966	Involta	31183	Website Hosting Services	03/31/2018	1,347.90	62858	04/30/2018
Total 3966:					1,347.90		
3808	Jed Split Creative	2055	Mid-Year Amendment 201	04/09/2018	544.35	62859	04/30/2018
Total 3808:					544.35		
3913	Kimley-Horn and Associate	10989859	Parking Strategic Plan – S	03/31/2018	3,037.50	62860	04/30/2018
Total 3913:					3,037.50		
3439	KPFF Consulting Engineer	190409	10th & Front Garage Refur	02/28/2018	6,075.00	10768	04/05/2018
		190435	Parking Garage Repair Ass	02/28/2018	495.00	10768	04/05/2018
Total 3439:					6,570.00		
2465	Materials Testing & Inspect	152128	Suicide Prevention Rail 9th	03/31/2018	518.10	10776	04/10/2018
Total 2465:					518.10		
3969	Pacific Backflow LLC	18620	Backflow Test - 516 S 9th	04/09/2018	37.00	62861	04/30/2018
		18620	Backflow Test - 437 S 9th	04/09/2018	37.00	62861	04/30/2018
		18620	Poppet - 421 N 10th	04/09/2018	93.00	62861	04/30/2018
Total 3969:					167.00		
2774	Pro Care Landscape Mana	19202	617 Ash Street	03/31/2018	4.80	62862	04/30/2018
		19203A	10th & Front Garage	03/30/2018	53.58	62862	04/30/2018
		19204	9th & Main Garage Sprinkl	03/31/2018	57.60	62862	04/30/2018
		19266	421 N 10th	03/31/2018	84.29	62862	04/30/2018
		19277	5th & Front	03/31/2018	287.00	62862	04/30/2018
		19278	617 Ash Street	03/31/2018	167.00	62862	04/30/2018
		19279	621 & 647 Ash Street	03/31/2018	203.00	62862	04/30/2018
		19280	8th Street Corridor	03/31/2018	125.00	62862	04/30/2018
		19281A	10th & Front Garage	03/31/2018	285.00	62862	04/30/2018
		19282	9th & Main Garage Sprinkl	03/31/2018	46.00	62862	04/30/2018
		19283	Pioneer Street Green	03/31/2018	196.00	62862	04/30/2018
		19284	Plum Street Property	03/31/2018	89.00	62862	04/30/2018

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		19354	421 N 10th	03/31/2018	675.00	62862	04/30/2018
Total 2774:					2,273.27		
2798	Quadrant Consulting Inc.	9650	New Shoreline URD Bound	03/27/2018	1,300.00	62863	04/30/2018
		9651	ALTA Survey of 1010 Jeffe	03/27/2018	2,570.28	62863	04/30/2018
Total 2798:					3,870.28		
3896	Rim View LLC	APRIL 2018	Monthly Rent and NNN - Tr	04/01/2018	13,279.29	62842	04/01/2018
Total 3896:					13,279.29		
3929	SB Friedman Development	#1 MARCH2	Shoreline URA District, Urb	03/15/2018	25,550.23	10769	04/05/2018
Total 3929:					25,550.23		
3542	Security LLC - Plaza 121	APRIL 2018	Office rent - April 2018	04/01/2018	10,898.86	62843	04/01/2018
Total 3542:					10,898.86		
3974	Stability Networks Inc.	26556	Complete Care Network Su	03/31/2018	2,125.00	10777	04/10/2018
		26556	Azure Cloud Backup	03/31/2018	420.00	10777	04/10/2018
Total 3974:					2,545.00		
3029	State Insurance Fund	17859529	Workers Comp	03/26/2018	1,098.00	62851	04/06/2018
Total 3029:					1,098.00		
3242	Suez Water Idaho	721111 MAR	503 509 Ash/Pioneer Grn 0	03/20/2018	23.53	10785	04/06/2018
Total 3242:					23.53		
4056	The Roost Project LLC	T3 ROOST/F	RD, 401 5th Street - Fowler	03/26/2018	555,000.00	10782	04/11/2018
Total 4056:					555,000.00		
3146	Title One Corporation	1010 JEFFE	WD, Type 5 Parcel Acquisit	04/13/2018	4,835,670.67	10787	04/13/2018
		1010 JEFFE	WD, Type 5 Parcel Acquisit	04/16/2018	2,537.57	10788	04/16/2018
		15657	Preliminary Research Rep	03/21/2018	500.00	62852	04/06/2018
Total 3146:					4,838,708.24		
4048	TMC Inc.	1803-01	Repair Concrete @ 9th & F	03/20/2018	11,400.00	62847	04/03/2018
		1803-01	Repair Concrete @ 9th & F	03/20/2018	50.00	62847	04/03/2018
Total 4048:					11,450.00		
3923	Trailhead	39547	Suez - 80%	02/22/2018	105.67	10762	04/03/2018
		39547	Intermountain Gas - 80%	02/22/2018	300.08	10762	04/03/2018
		39547	Boise City - 70%	02/22/2018	84.92	10762	04/03/2018
		39547	Idaho Power - 80%	02/22/2018	217.25	10762	04/03/2018
Total 3923:					707.92		
3170	Treasure Valley Coffee Inc.	05376731	Water & Cooler Rental	03/01/2018	75.00	10778	04/10/2018

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		05495855	Coffee & tea	03/19/2018	72.60	10763	04/03/2018
		05517788	Office/Kitchen Supplies	03/22/2018	180.75	10763	04/03/2018
		05535761	Water & Cooler Rental	04/03/2018	76.60	10778	04/10/2018
Total 3170:					404.95		
3233	United Heritage	02014-001 A	ST & LT Dissability & Life I	04/01/2018	1,320.22	62853	04/06/2018
Total 3233:					1,320.22		
4057	Valley Fire Protection	7517	Annual Fire and Light Testi	04/10/2018	228.50	62864	04/30/2018
Total 4057:					228.50		
3841	VoiceText Communications	3.26.18-3336	Conference calls	03/26/2018	40.38	10764	04/03/2018
		40308	Conference calls	04/02/2018	13.62	10779	04/10/2018
Total 3841:					54.00		
3997	Wash Worx	#INV-000268	8th Street Bike Lane Painti	03/12/2018	450.00	10765	04/03/2018
		#INV-000269	Bench Repair - WS	03/13/2018	450.00	10765	04/03/2018
		#INV-000270	Suicide Prevention Rail 9th	03/31/2018	10,000.00	10783	04/11/2018
Total 3997:					10,900.00		
3365	Westerberg & Associates	208	Legislative Advisement Ser	03/31/2018	5,000.00	10780	04/10/2018
Total 3365:					5,000.00		
3990	Xerox Corporation	092787332	Copier Lease	03/31/2018	401.79	10781	04/10/2018
Total 3990:					401.79		
3868	YESCO	DRAW #3	2017 ParkBOI Garage Sign	03/31/2018	28,035.35	62857	04/09/2018
Total 3868:					28,035.35		
Grand Totals:					11,100,610.9		

Report Criteria:
Detail report type printed

MINUTES OF REGULAR MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
121 N. 9th St., Conference Room
Boise, ID 83702
April 9, 2018 12:00 p.m.

I. CALL TO ORDER:

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

Present: Commissioner Gordon Jones, Commissioner Maryanne Jordan, Commissioner Scot Ludwig, Commissioner Ben Quintana, Commissioner Ryan Woodings, and Commissioner Dana Zuckerman.

Commissioner Bieter arrived at 12:15 p.m.

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Max Clark, Parking and Mobility Director; Ross Borden, Finance & Administration Director; Mary Watson, General Counsel & Contracts Manager; Doug Woodruff, Senior Project Manager; Karl Woods, Project Manager; Laura Williams, Project Manager; Matt Edmond, Project Manager; Shellan Rodriguez, Real Estate Development Manager; Joey Chen, Controller; Kathy Wanner, Contracts Specialist; Ben Houpt, Property Manager; and Sandy Lawrence, Administrative Assistant. Also present was Agency legal counsel, Ryan Armbruster.

II. AGENDA CHANGES/ADDITIONS:

There were no changes to the agenda.

III. CONSENT AGENDA:

The meeting minutes from March 12, 2018 contained a technical error on the last page concerning Executive Meeting Adjournment. The correction has been on the printed version for the record.

Commissioner Ludwig stated that he will be voting to approve the minutes with the exception of the item he recused himself from voting on at the March 12, 2018 Board Meeting.

**See March 12, 2018 meeting minutes: Action Item F: CONSIDER Resolution #1525 – Parking Enforcement & Collection Policy Update.*

Commissioner Jordan abstained from approving the minutes due to her absence at the March 12, 2018 Board Meeting.

Commissioner Woodings moved to approve the consent agenda as modified. Commissioner Jones seconded the motion.

A. Expenses

1. Approval of Paid Invoice Report – March 2018

B. Minutes and Reports
    1. Approval of March 12, 2018 Meeting Minutes

C. Other
    1. Approve Resolution #1540 – Records Disposition

IV. ACTION ITEM

A. CONSIDER: 6th & Front – Type 3 Participation Project, Remnant Disposition, and Parking Permit Purchase Agreement with Front Street Investors, LLC

Laura Williams, CCDC Project Manager, gave a report.

Commissioner Woodings made a motion to designate the 6th and Front project as a Type 3 Transformative Assistance Project and direct staff to negotiate and finalize terms of a Disposition and Development Agreement, a Type 3 Transformative Assistance Agreement, and a Parking Permit Purchase Agreement for future Board Approval.

Commissioner Jordan seconded the motion.

All said Aye. The motion carried, 6-0

B. CONSIDER: Resolution #1535 – Approval of Real Estate Conveyance Agreement with the City of Boise for 617 Ash Street

Shellan Rodriguez, CCDC Real Estate Development Manager, gave a report.

Commissioner Woodings made a motion to adopt Resolution #1535, approving and authorizing the execution of the Real Estate Conveyance Agreement by and between CCDC and the City of Boise for the property located at 617 Ash Street.

Commissioner Jones seconded the motion.

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

C. CONSIDER: Resolution #1537 – Authorizing Purchase of Property within Westside District

Shellan Rodriguez, CCDC Real Estate Development Manager, gave a report.

Commissioner Woodings made a motion to adopt Resolution #1537 approving and authorizing the execution of the Purchase and Sale Agreement for 1010 W. Jefferson and the adjacent parking lot.

Commissioner Quintana seconded the motion.

Commissioners Bieter, Jones, Jordan, Quintana, Woodings, and Zuckerman said Aye.
Commissioner Ludwig said Nay.
The motion carried, 6-1.

D. CONSIDER: Resolution #1539 – Prequalification of Contractors for 10th & Front Garage Concrete Repairs Project.

Mary Watson, CCDC General Counsel & Contracts Manager, gave a report.

Commissioner Woodings made a motion to adopt Resolution #1539, prequalifying Guho Corp., McAlvain Construction, Inc., and Structural Preservation Systems, LLC as eligible to submit competitive bids for the 10th & Front Garage Concrete Repairs Project.

Commissioner Quintana seconded the motion.

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

V. INFORMATION/DISCUSSION ITEMS:

A. Shoreline URD Update
Shellan Rodriguez, CCDC Real Estate Development Manager, gave a report.

B. Parking and Mobility Programs Update
Max Clark, CCDC Director of Parking & Mobility, gave a report.

C. Operations Report
John Brunelle, CCDC Executive Director, gave a report.

VII. REGULAR MEETING ADJOURNMENT

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

All said Aye. 7 - 0

The meeting was adjourned at 1:22 p.m.

- - - -

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 14th day of May 2018.

Dana Zuckerman, Chair

Ryan Woodings, Vice Chair

4849-6039-4028, v. 2

AGENDA BILL

Agenda Subject: CSHQA's Professional Design Services Task Order 14-015 Amendment #1 for Central District Public Improvements	**Date:** May 14, 2018
Staff Contact: Doug Woodruff	**Attachments:** 1) Resolution 1541 2) Task Order 14-015 Amendment #1
Action Requested: Approve CSHQA's Professional Design Services Task Order 14-015 Amendment #1 for Central District Public Improvements	

Fiscal Notes:
The original task order amount of $64,334.85 is amended by Resolution 1541 to the amount of $105,584.85. The Central District GL account sufficiently funds the amended task order.

Background:
In an effort to accomplish the remaining capital improvement projects within the Central District prior to district termination, Agency staff hired CSHQA in November 2017 to provide professional design services for 8th Street Enhancements and Capitol Boulevard Streetscape Improvements.

Additional funding in the Central District later became available and other opportunities to make improvements in the district were identified via cooperation with City of Boise Public Works and Planning and Development Services. Agency staff requested from CSHQA additional services to provide design services for:

- One additional block face of Capitol Boulevard streetscape improvements,
- Municipal lighting infrastructure system upgrades that extend throughout the district,
- Relocate one ADA on-street parking stall to Idaho Street,
- Improve pedestrian ADA facilities on the west side of Capitol Boulevard,
- Sidewalk expansion and loading zone reconfiguration at three different locations,
- Extension of City fiber optic conduit network in Capitol Boulevard,
- Redesign of proposed 8th Street improvements to meet Design Review conditions of approval, and,
- Preliminary survey work and study of streetscape improvements on Idaho Street.

Agency staff and CSHQA negotiated the scope of service and the proposed fee that is included in the amended task order. Due to the amended task order's fee amount exceeding the Executive Director's independent spending authority, staff is requesting board approval of the proposed amendment.

Staff Recommendation:
Staff recommends that the Agency's Board find it in the best interest of the public and the Agency to approve CSHQA's Professional Design Services Task Order 14-015 Amendment #1 for Central District Public Improvements.

Suggested Motion:
I move to adopt Resolution 1541, approving the first amendment to CSHQA's Professional Design Services Task Order for Central District Public Improvements.

RESOLUTION NO. 1541

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AMENDMENT NO. 1 TO TASK ORDER #14-015 BETWEEN THE AGENCY AND CSHQA, A PROFESSIONAL ASSOCIATION; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 1; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, on November 4, 2017, Agency and CSHQA, A Professional Association (“CSHQA”), executed Task Order #14-015 for certain professional services related to the 2017 Central District Closeout Improvements Project (the “Project”) in the amount of $64,334.85; and,

WHEREAS, Agency and CSHQA find that additional services are needed for the Project in the amount of $41,250.00, which, when added to the prior scope and amount authorized by the Executive Director, is a dollar amount which exceeds the Executive Director’s independent spending authority for professional services, granted to him by Board Resolution No. 1498; and,

WHEREAS, the Agency 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, AS FOLLOWS:

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

Section 2: That Amendment No. 1 to Task Order #14-015 between the Agency and CSHQA, A Professional Association, attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

Section 3: That the Agency Board hereby authorizes the Executive Director to execute Amendment No. 1 to Task Order #14-015 with CSHQA for additional professional services for the Project in the amount of Forty-One Thousand Two Hundred Fifty and no/100 Dollars ($41,250.00), bringing the combined total for Task Order #14-015 to One Hundred Five Thousand Five Hundred Eight-Four and 85/100 Dollars ($105,584.85).

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on May 14, 2018. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on May 14, 2018

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chairman

ATTEST:

By: _____
David H. Bieter, Secretary

CSHQA, A PROFESSIONAL ASSOCIATION
2014-19 ON CALL PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No. 1 to TASK ORDER #14-015

CONSULTANT: Use the Project Name and PO# 180020 on all project-related invoices.

TO: John D. Maulin, Principal-in-Charge
CSHQA, A Professional Association ("CONSULTANT")
200 Broad Street
Boise, Idaho 83702
208-343-4635
john.maulin@cshqa.com

FROM: John Brunelle, Executive Director
Capital City Development Corporation ("CCDC")
121 N. 9th Street, Suite 501
Boise, Idaho 83702
208-384-4264
jbrunelle@ccdcboise.com

ORIGINAL AGREEMENT: 2014-19 On-Call Professional Services Agreement
AGREEMENT DATE: February 5, 2014

PROJECT: **Central District Construction Drawings & Construction Administration**

ORIGINAL TASK ORDER DATE: November 4, 2017

TASK ORDER AMENDMENT DATE: _____

NOT TO EXCEED:

Original Task Order Amount:	$64,334.85
Task Order Amendment No. 1:	$41,250.00
NEW:	**$105,584.85**

Task Order #14-015 is hereby amended as set forth in this Amendment No. 1. All other terms and conditions of Task Order #14-015 remain in full force and effect.

1. ADDITIONAL SERVICES TO BE PERFORMED ("Scope of Services")

In addition to the Scope of Services outlined in Task Order #14-015, CCDC desires CONSULTANT to provide the additional design and coordination services required as described in CONSULTANT's proposal dated April 13, 2018, attached hereto as Exhibit A.

In performing the expanded Scope of Services, CONSULTANT shall not incur charges in excess of the new not-to-exceed amount of ONE HUNDRED FIVE THOUSAND FIVE HUNDRED EIGHTY-FOUR DOLLARS AND 85/100 ($105,584.85) nor make any changes in the Scope of Services or completion date without prior written approval from CCDC.

2. COST; INVOICES

(a) Method of Payment. The total amount for this Amendment No. 1 to Task Order #14-015 shall not exceed FORTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ($41,250.00) and shall be based on hourly rates and reimbursable expenses. CONSULTANT'S hourly rates shall not exceed those shown in Task Order 14-015, as amended.

(b) Reimbursable Expenses. Reimbursable expenses shall include general out-of-pocket expenses, such as long-distance telephone charges, copying expenses, overnight or standard mailing expenses, travel-related expenses and the like, and shall be billed to CCDC at the actual cost to CONSULTANT with no mark-up.

3. DELIVERABLES / COPIES OF PRODUCTS

CONSULTANT shall provide CCDC with the deliverables described in the Scope of Services (*see* Exhibit A). CONSULTANT shall submit revised work products if requested by CCDC.

4. CONTRACT TERMS

Terms of the 2014-19 On-Call Professional Services Agreement shall apply to the services performed and work products created under this Task Order.

End of Amendment No. 1 to Task Order #14-015

Signatures appear on next page.

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Amendment No 1 to Task Order #14-015 as of the date last written below.

CAPITAL CITY DEVELOPMENT CORP.	CONSULTANT CSHQA, A PROFESSIONAL ASSOCIATION
BY: _____ John Brunelle, Executive Director	BY: _____ John Maulin, Principal-in-charge
Date: _____	Date: _____

Exhibits

A: CONSULTANT'S Proposal / Scope of Work dated April 13, 2018.

Budget Info / For Office Use	
Fund/District	301
Account	6250
Activity Code	18008
PO #	180020
TO Term	September 30, 2018

EXHIBIT A

CSHQA
200 Broad St • Boise, ID 83702
O: (208) 343-4635
F: (208) 343-1858

April 13, 2018

Mr. Doug Woodruff
Project Manager / Capital Improvements
Capital City Development Corporation
121 North Ninth Street, Suite 501
Boise, Idaho 83702

Re: CCDC: Central District Add Services
Boise, Idaho
Central District Improvements
Project No. 17081.000
CCDC Task Order No. 14-015

Dear Doug:

We are pleased to submit this add service fee proposal for additional design and coordination services as itemized below.

Task Order 14-015 – Central District Improvements

1. Additional streetscape improvements to include a full rebuild from Idaho Street to Bannock on the East side of Capitol Boulevard that were not included in the original scope. Additionally, revisions to the half block from the alley to Bannock once the construction drawings were complete. We propose the above professional add services on a Payroll Cost basis not to exceed Nineteen Thousand Five Hundred Dollars and no/100 Dollars ($19,500.00).

2. Additional electrical engineering design for City of Boise electrical infrastructure upgrades not included in the original scope of services. (Services were required by Public Works.) We propose the above professional add services on a Payroll Cost basis not to exceed Five Thousand Dollars and no/100 Dollars ($5,000.00).

3. Additional services related to the relocation of the City requested ADA parking stall at the intersection of Capitol Boulevard and Idaho Street. (The work included the feasibility analysis of various locations and configurations and the engineering required for the final location.) We propose the above professional add services on a Payroll Cost basis not to exceed Four Thousand Dollars and no/100 Dollars ($4,000.00).

4. Additional services related to the engineering required to design new pedestrian ramps on west side of Capitol Boulevard at Idaho Street, both sides of Grove Street, the sidewalk infill of three (3) loading zones (one (1) on Main Street and two (2) on 9th Street), and the inclusion of the alley approach between Main Street and Grove Street. We propose the above professional add services

on a Payroll Cost basis not to exceed Five Thousand Seven Hundred and Fifty Dollars and no/100 Dollars ($5,750.00).

5. Additional services related to the extension of the network infrastructure conduit extending from just south of Main Street to Broad Street on the east side of Capitol Boulevard. Research of potential utility conflicts is not included in this fee. We propose the above professional add services on a Payroll Cost basis not to exceed Five Hundred Dollars and no/100 Dollars ($500.00).

6. Additional services related to the full redesign of 8th Street due to City Public Works unwillingness to allow custom design features. To meet the deadline to begin construction, we were required to continue advancing the design for 8th Street while it was being reviewed by Design Review staff. Public Works denied all custom features resulting in the loss of a large number of hours of work. We propose the above professional add services on a Payroll Cost basis not to exceed Four Thousand Dollars and no/100 Dollars ($4,000.00).

7. Additional services as related to the addition of a bike lane on the North side of Idaho Street from 6th Street to 9th Street. We were directed to coordinate and procure a full survey of the work area, engage a traffic engineer and ACHD, develop a proposal, and begin producing design drawings for this scope of work. We were in the process of this work, as well as setting up construction drawings when we were notified this project was not going to proceed ahead. We propose the above professional add services on a Payroll Cost basis not to exceed Two Thousand Five Hundred Dollars and no/100 Dollars ($2,500.00).

Please call should you require additional information, clarification of work, or have any questions regarding this proposal.

Sincerely,

CSHQA, a professional association

Kyle Hemly, ASLA

KH:pk

AGENDA BILL

Agenda Subject: CONSIDER: Resolution No. 1547 Approving Public Sidewalk Easement Agreements for BoDo Sidewalks	**Date:** May 14, 2018
Staff Contact: Matt Edmond	**Attachments:** Resolution No. 1547 A. Building Eight Condominium Easement Agreement B. Davis Addition Block 8 Easement Agreement (City of Many Trees) C. Davis Addition Lot 1 Block 2 Easement Agreement (City of Many Trees)
Action Requested: Adopt Resolution No. 1547 approving easement agreements with Building Eight Condominium Association, Inc. and City of Many Trees LLC for sidewalk easements adjacent to Broad Street in BoDo.	

Background:

In 2004, CCDC entered into an Owner Participation Agreement with BoDo Partners LLC and BoDo Garage LLC. One of the objectives of this agreement was to accomplish public infrastructure improvements, including sidewalks, to be built by the developer and funded by CCDC. Such improvements are generally required to be in the right-of-way or within a formally granted public easement. However, some of the sidewalk improvements built as part of the BoDo Ownership Participation Agreement do encroach onto private property. The original agreement did not contemplate this situation, possibly because the project involved an array of right-of-way dedications, exchanges, and vacations that created unusual right-of-way widths and configurations for downtown Boise (the standard right-of-way width in downtown Boise is 80 feet).

CCDC staff has successfully negotiated three easement agreements with current ownership groups (**Attachments A, B, and C**). Once recorded, these easements will formalize public access in perpetuity and will allow CCDC to perform maintenance at CCDC's sole discretion during the life of the River Myrtle-Old Boise District. Upon district sunset, these easements will revert to the City of Boise. CCDC staff is negotiating three additional easement agreements and will bring those to the board for approval if and when the respective ownership groups agree to them.

Fiscal Note:
Approval of the easements will have no fiscal impact.

Staff Recommendation:
Adopt Resolution No. 1547 approving public sidewalk easement agreements with Building Eight Condo Association and City of Many Trees for sidewalks adjacent to Broad Street in BoDo.

Suggested Motion:
I move to adopt Resolution No. 1547, approving easement agreements with Building Eight Condominium Association, Inc., and City of Many Trees LLC for public sidewalk easements adjacent to Broad Street in BoDo.

RESOLUTION NO. 1547

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A PUBLIC SIDEWALK EASEMENT AGREEMENT BY AND BETWEEN THE URBAN RENEWAL AGENCY OF THE CITY OF BOISE AND BUILDING EIGHT CONDOMINIUM ASSOCIATION, INC.; APPROVING TWO PUBLIC SIDEWALK EASEMENT AGREEMENTS BY AND BETWEEN THE URBAN RENEWAL AGENCY OF THE CITY OF BOISE AND CITY OF MANY TREES, LLC; AUTHORIZING THE AGENCY CHAIR AND SECRETARY TO EXECUTE EACH OF THE EASEMENT AGREEMENTS FOR THE AGENCY AS "GRANTEE" AND THEREAFTER RECORD SAID EASEMENTS; 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, in 2004, the Agency entered into an Owner Participation Agreement with BoDo Partners LLC and BoDo Garage LLC wherein one of the objectives was to make improvements to portions of the real properties around 8th Street and Broad Street as public sidewalks; and,

WHEREAS, efforts were made by Agency staff through the years to secure public sidewalk easement agreements for the improvements that were made, to no avail; and,

WHEREAS, Building Eight Condominium Association, Inc. is the owner of certain real property located on West Broad Street, between Capitol Boulevard and the alley between Capitol Boulevard and 8th Street, and commonly known as Building Eight Condominiums; and,

WHEREAS, City of Many Trees LLC is the owner of certain real property located on West Broad Street, between 8th Street and the alley between 8th Street and Capitol Boulevard, and commonly known as 8th Street Marketplace Mercantile Building; and,

WHEREAS, City of Many Trees LLC is the owner of certain real property located on West Broad Street, between 8th Street and the alley between 8th and 9th Streets, and commonly known as the 8th Street Marketplace Northrup Building; and,

WHEREAS, Agency staff has negotiated with Building Eight Condominium Association, Inc. and with City of Many Trees LLC to secure the public easements over the portions of the real property described above for public sidewalk use; and,

WHEREAS, the Board of Commissioners finds it in the best public interest to approve and adopt the three Public Sidewalk Easement Agreements and to authorize the Chairman and Secretary to execute each of the easements for the Agency as "Grantee" and thereafter record

the three easements with the Ada County Recorder's Office.

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

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

Section 2: That the three Public Sidewalk Easement Agreements, copies of which are attached hereto as Exhibit A, Exhibit B, and Exhibit C and incorporated herein by reference, be and the same hereby are approved and adopted.

Section 3: That the Chairman and Secretary of Agency are hereby authorized to execute the three Public Sidewalk Easement Agreements for the Agency as "Grantee" and thereafter record the three easements with the Ada County Recorder's Office.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on May 14, 2018. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on May 14, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
David H. Bieter, Secretary

EXHIBIT A to
RESOLUTION NO. 1547

Recording Requested By and
When Recorded, Return to:

Capital City Development Corporation
Attention: Mary E. Watson
121 N. 9th Street, Suite 501
Boise, Idaho 83702

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

PUBLIC SIDEWALK EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2018, by and between the Urban Renewal Agency of Boise City, also known as the Capital City Development Corporation (the "Grantee"), whose address is 121 N. 9th Street, Suite 501, Boise, ID, 83702, and Building Eight Condominium Association, Inc. (hereinafter "Grantor"), whose address is 121 N. 9th Street, Suite 501, Boise, Idaho 83702. The Grantor and the Grantee may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

WHEREAS, the Grantor is the condominium association for the real property commonly known as Building Eight Condominiums and legally described in the condominium plat attached hereto as **Exhibit A** (the "Property"); and,

WHEREAS, the Grantee is an independent public body, corporate and politic, created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, as a duly created and functioning urban renewal agency for Boise City, Idaho; and,

WHEREAS, as part of the BoDo Development in downtown Boise completed by Grantor's predecessor, Grantee funded and installed streetscape improvements using public funds over a portion of Grantor's property (the "Easement Property") as described in **Exhibit B**, attached hereto for the purposes set forth herein; and,

WHEREAS, Grantor has agreed to provide a permanent, non-exclusive, public sidewalk easement for the benefit of the public over the Easement Property.

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

AGREEMENT

1. Grant of Easement: Grantor, for themselves, their heirs, successors, and assigns, hereby declares, grants, creates, establishes, and conveys unto Grantee a perpetual, non-exclusive, pedestrian easement over, on, and through the Easement Property, as described on Exhibit B, for use by all members of the general public and Grantee.

2. Purposes of this Grant of Easement: Grantor and Grantee acknowledge that the primary purpose of this Public Sidewalk Easement Agreement is to provide for general public use and enjoyment of a permanent and perpetual sidewalk space in a manner that creates a uniform and cohesive appearance of sidewalk access and that enhances the Grantor's property as well as the adjoining sidewalk spaces.

3. Easement is Perpetual: Grantee is to have and to hold the Easement Property for the uses and purposes hereinabove set forth forever.

4. Condition of Easement: Grantor shall keep and preserve the Easement Property for the benefit of the public. Grantee and its successors and assigns have no obligations for any maintenance or repair of the Easement Property.

5. No Conflicting Easements: Grantor hereby covenants and agrees it shall not grant any additional easements over the Property inconsistent with this Agreement.

6. Public Access: Grantor hereby covenants and agrees that the Easement Property shall be available to the general public as a public sidewalk, and that Grantor shall not place or allow to be placed any permanent structures on the Easement Property which would interfere with the general public's access under this Agreement and the uses of said Easement as stated herein.

7. Right to Convey: Grantor owns the Property and has the right to convey the Easement over the Property subject to all easements, encumbrances, and restrictions of record or appearing on the land. The rights conveyed herein shall not be construed to interfere with or restrict Grantor and its heirs, successors, and assigns from use of the Easement Property with respect to the construction and maintenance of improvements adjacent to the Easement Property so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of the Easement Property.

8. Binding Effect: The promises, covenants, conditions and agreements herein contained shall be binding on each of the Parties hereto and on all parties and all persons claiming such covenants under them or any of them and the rights and obligations hereof shall inure to the benefit of each of the Parties hereto and their respective successor and assigns. All provisions of this Agreement, including the promises, covenants, conditions, agreements, benefits, and burdens, shall run with the

land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.

9. Attorney Fees: In the event of any lawsuit or proceeding by any party hereto against the other party hereto arising out of this Agreement or in connection with the enforcement of any right herein granted, the non-prevailing party in such lawsuit or proceeding shall pay to the prevailing party such sum or sums as the court shall adjudge reasonable for attorney's fees and costs, including such fees and costs on appeal.

10. Recitals: The recitals set forth above are hereby incorporated by this reference.

11. Recording: Grantee shall, at its expense, record this Easement Agreement in the records of Ada County, Idaho, and shall provide Grantor with conformed copies of the recorded instruments.

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

[*Signatures on the Following Pages*]

GRANTOR:

Building Eight Condominium Association, Inc.

By: _____
Kelly Schnebly, President

STATE OF IDAHO)
) ss.
County of Ada)

On this 6TH day of MARCH, 2018, before me, DIANA WATSON, a Notary Public in and for said State, personally appeared Kelly Schnebly, known or identified to me ~~(or proved to me on the oath of _____)~~ to be the President of Building Eight Condominium Association, Inc., an Idaho Corporation, the entity that executed the instrument or the person who executed the instrument on behalf of said entity and acknowledged to me that such entity executed the same.

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L

DIANA WATSON
NOTARY PUBLIC
STATE OF IDAHO

_____
Notary Public for Idaho
My commission expires on 7-20-23

GRANTEE:

URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO,
Also known as **CAPITOL CITY DEVELOPMENT CORPORATION,**

By: _____
Dana Zuckerman, Chair

By: _____
David Bieter, Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____ 2018, before me the undersigned notary public in and for said State, personally appeared Dana Zuckerman and David Bieter, known or identified to me to be the Chair and the Secretary, respectively, of URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY DEVELOPMENT CORPORATION, the independent public body, corporate and politic, that executed the within and foregoing instrument, and acknowledged to me that they executed the same on behalf of said Urban Renewal Agency of the City of Boise, Idaho.

_____
Notary Public for Idaho
My Commission Expires_____

BK 91 p 10826

BUILDING EIGHT CONDOMINIUMS

LOTS 1–8 AND A PORTION OF LOTS 9 & 10, IN BLOCK 8 OF DAVIS ADDITION AND THAT PORTION OF W. MYRTLE STREET AND W. BROAD STREET VACATED BY INSTRUMENT NO. 104001887
SITUATED IN THE
NW 1/4, SECTION 10, TOWNSHIP 3 NORTH, RANGE 2 EAST, B.M.
BOISE, ADA COUNTY, IDAHO
2005

EXHIBIT A

CONDOMINIUM NOTES

1. THIS PLAT IS SUBJECT TO THE CONDOMINIUM PROPERTY ACT TITLE 55, CHAPTER 15, IDAHO CODE, IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING BOUNDARIES OF A UNIT AS ORIGINALLY CONSTRUCTED OR RECONSTRUCTED IN LIEU THEREOF SHALL BE PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS SHOWN ON THIS PLAT.

2. ANY AMENDMENTS TO THIS CONDOMINIUM SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE AMENDMENT, OR AS ALLOWED BY ANY CONDITIONAL USE.

3. DIMENSIONAL TIES TO THE BUILDING ARE TO THE INSIDE OF COLUMN CORNERS.

4. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY DR#03-00187.

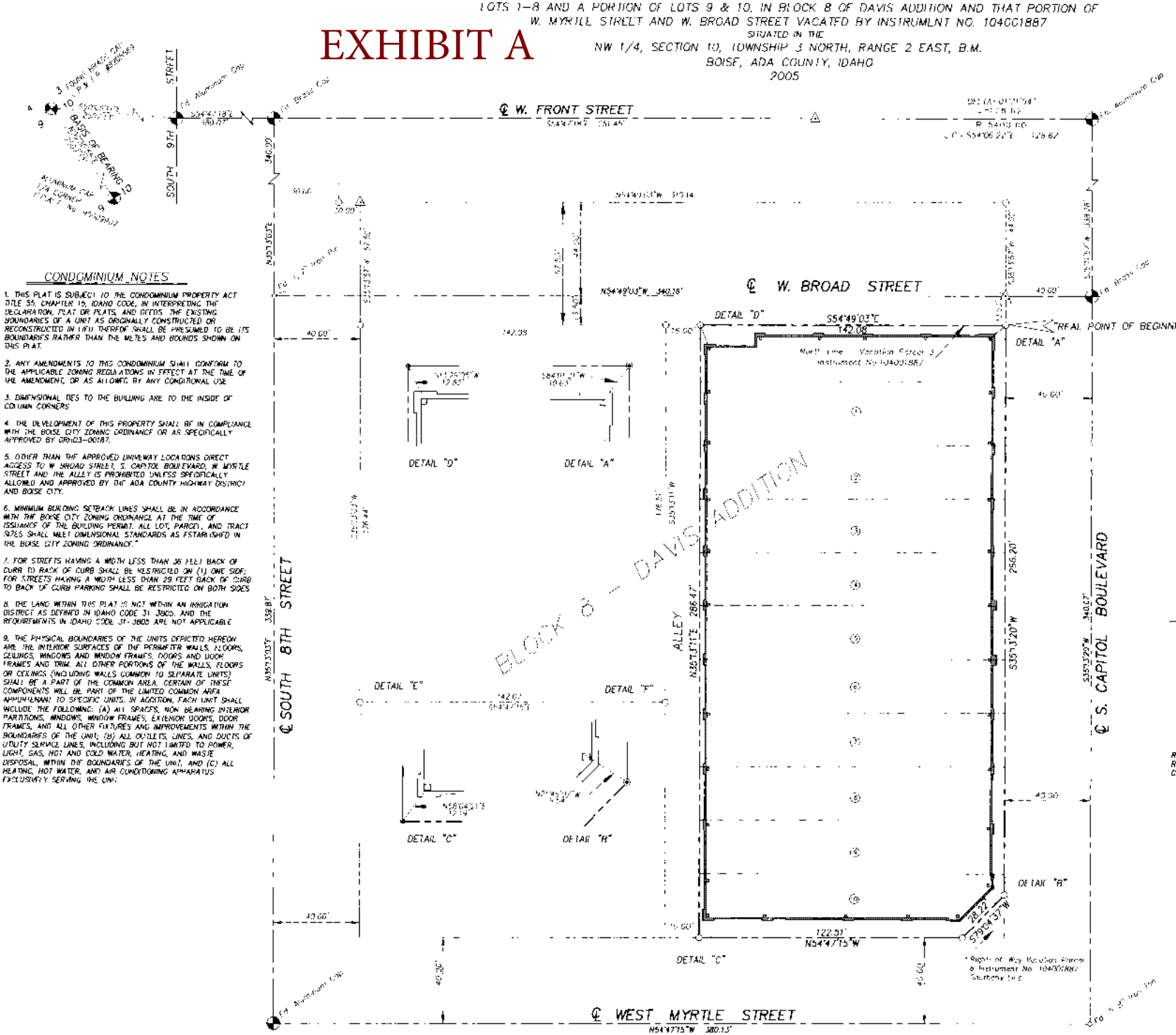
5. OTHER THAN THE APPROVED UNIVEWAY LOCATIONS DIRECT ACCESS TO W. BROAD STREET, S. CAPITOL BOULEVARD, W. MYRTLE STREET AND THE ALLEY IS PROHIBITED UNLESS SPECIFICALLY ALLOWED AND APPROVED BY THE ADA COUNTY HIGHWAY DISTRICT AND BOISE CITY.

6. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE BOISE CITY ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT. ALL LOT, PARCEL, AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE BOISE CITY ZONING ORDINANCE."

7. FOR STREETS HAVING A WIDTH LESS THAN 36 FEET BACK OF CURB TO BACK OF CURB SHALL BE RESTRICTED ON (1) ONE SIDE; FOR STREETS HAVING A WIDTH LESS THAN 29 FEET BACK OF CURB TO BACK OF CURB PARKING SHALL BE RESTRICTED ON BOTH SIDES.

8. THE LAND WITHIN THIS PLAT IS NOT WITHIN AN IRRIGATION DISTRICT AS DEFINED IN IDAHO CODE 31-3805, AND THE REQUIREMENTS IN IDAHO CODE 31-3805 ARE NOT APPLICABLE.

9. THE PHYSICAL BOUNDARIES OF THE UNITS DEPICTED HEREON ARE THE INTERIOR SURFACES OF THE PERIMETER WALLS, FLOORS, CEILINGS, WINDOWS AND WINDOW FRAMES, DOORS AND DOOR FRAMES AND TRIM. ALL OTHER PORTIONS OF THE WALLS, FLOORS OR CEILINGS (INCLUDING WALLS COMMON TO SEPARATE UNITS) SHALL BE A PART OF THE COMMON AREA. CERTAIN OF THESE COMPONENTS WILL BE PART OF THE LIMITED COMMON AREA APPURTENANT TO SPECIFIC UNITS. IN ADDITION, EACH UNIT SHALL INCLUDE THE FOLLOWING: (A) ALL SPACES, NON-BEARING INTERIOR PARTITIONS, WINDOWS, WINDOW FRAMES, EXTERIOR DOORS, DOOR FRAMES, AND ALL OTHER FIXTURES AND IMPROVEMENTS WITHIN THE BOUNDARIES OF THE UNIT; (B) ALL OUTLETS, LINES, AND DUCTS OF UTILITY SERVICE LINES, INCLUDING BUT NOT LIMITED TO POWER, LIGHT, GAS, HOT AND COLD WATER, HEATING, AND WASTE DISPOSAL, WITHIN THE BOUNDARIES OF THE UNIT; AND (C) ALL HEATING, HOT WATER, AND AIR CONDITIONING APPARATUS EXCLUSIVELY SERVING THE UNIT.



REFERENCE SURVEY

REFERENCE IS MADE TO "RECORD OF SURVEY NO. 663", RECORDED AS INSTRUMENT NO. 104124017, RECORDS OF ADA COUNTY, IDAHO.

PROFESSIONAL LAND SURVEYOR REGISTERED LAND 7314 STATE OF IDAHO GORDON N. ANDERSON

Anderson Survey Group, Inc.
Land Surveying Services
357 Watertower Ln., Ste F
Meridian, ID. 83642
(208) 888-7345

© ANDERSON SURVEY GROUP, INC.

bldg8 04147 subdwg 3/22/05 gnb

BK91 PIOR27

BUILDING EIGHT CONDOMINIUMS

LOTS 1-8 AND A PORTION OF LOTS 9 & 10, IN BLOCK 8 OF DAVIS ADDITION AND THAT PORTION OF W. MYRTLE STREET AND W. BROAD STREET VACATED BY INSTRUMENT NO. 104001887
SITUATED IN THE
NW 1/4, SECTION 10, TOWNSHIP 3 NORTH, RANGE 2 EAST, B.M.
BOISE, ADA COUNTY, IDAHO
2005

CERTIFICATE OF OWNER

KNOW ALL MEN BY THESE PRESENTS: THAT BoDo GARAGE I.C, an Idaho limited liability company IS THE OWNER OF THE REAL PROPERTY, DESCRIBED BELOW:

LEGAL DESCRIPTION

A parcel of land being all of Lots 1 through 8 and a portion of Lots 9 & 10, all in Block 8 of Davis Accition to Boise City, according to the official plat thereof, filed in Book 2 of Plats at Page 93, Records of Ada County, Idaho, and that portion of W. Broad Street (Exhibit F) and W. Myrtle Street (Exhibit I) vacated by instrument No.104001887, records of Ada County, Idaho, all located in the Southeast Quarter of the Northwest Quarter of Section 10, Township 3 North, Range 2 East of the Boise Meridian, Ada County, Idaho, described as follows:

Commencing at an aluminum cap marking the centerline intersection of W. Front Street and South 9th Street, as shown on the Plat of Davis Addition to Boise City, according to the official records thereof, file in Book 2 of Plats at Page 93, records of Ada County, Idaho; thence following the centerline of W. Front Street South 54°47'18" East a distance of 380.07 feet to a brass cap marking the centerline intersection of S. 8th Street; thence following the centerline of S. 8th Street, South 35°13'05" West a distance of 340.00 feet to a point marking the centerline intersection of W. Broad Street; thence following said centerline of W. Broad Street, South 54°49'03" East a distance of 340.16 feet to a point on the northwesterly right-of-way line of S. Capitol Boulevard; thence following said right of way line South 35°13'20" West a distance of 13.50 feet to a point marking the most easterly corner of vacated W. Broad Street, as described in said Exhibit "F" Vacation Parcel 3, said point also marks the Real Point of Beginning; thence continuing along the said northwesterly right of way line of S. Capitol Boulevard, South 35°13'20" West a distance of 286.20 feet to a point marking the most easterly corner of vacated W. Myrtle Street, as described in said Exhibit "I" Parcel 6; thence along the southerly line of said Exhibit "I" - Parcel 6, South 79°04'37" West a distance of 28.22 feet to a point on the southwesterly line of Lot 10, Block 8 of said Davis Addition to Boise City, also the northeasterly right-of-way line of W. Myrtle Street; thence along said southwesterly lot line and said northeasterly right-of-way line, North 54°47'15" West a distance of 122.51 feet to a point marking the most westerly corner of said Lot 10, Block 8; thence northeasterly eaving said right-of-way line, along the northwestery line of said Lots 1-10, Block 8 and the northwesterly line of said vacated W. Broad Street, North 35°13'11" East a distance of 286.47 feet to a point marking the most northerly corner of said, as described in said Exhibit "F" - Vacation Parcel 3, also the southwesterly right-of-way line of W. Broad Street; thence along the northeastery line of said Exhibit "F" Vacation Parcel 3 and the southwesterly right-of-way line of W. Broad Street, South 54°49'03" East a distance of 142.08 feet to the Point of Beginning.

Said parcel contains 0.93 acres, more or less.

It is the intention of the undersigned to hereby create a project including said real property in this condominium plat. The owners also hereby certify that they consent to the recordation of documents pursuant to Chapter 15, Title 55 of the Idaho code and that this plat complies with Idaho Code 50-1334(2). All units in this condominium shall receive domestic water from an existing system and United Water Idaho has agreed in writing to serve this condominium. Easement indicated on this plat are not dedicated to the public, but the right to use said easements are hereby reserved for public utilities and for any other uses as designated hereon, and no permanent structures are to be erected within the lines of said easement.

BoDo Garage I.C, an Idaho limited liability company
By: Devcon Development I.C,
a California limited liability company, its
Managing Member

By: _____
Bret Sisney, Manager

By: Brix Idaho Associates LLC,
a California limited liability company

By: _____
Mark Rivers, Manager

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Santa Clara)ss

On this 10th day of December, 2004, before me, the undersigned, a Notary Public, personally appeared Bret Sisney personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC
RESIDING AT San Jose CA
MY COMMISSION EXPIRES: 11-26-06

Bill Dewitt
Commission # 1382565
Notary Public - California
Santa Clara County
My Comm. Expires Nov 26, 2006

ACKNOWLEDGEMENT

STATE OF IDAHO)
COUNTY OF ADA)ss

On this 17th day of DECEMBER, 2004, before me, the undersigned, a Notary Public, personally appeared Mark Rivers personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC
RESIDING AT Meridian
MY COMMISSION EXPIRES: 6/19/09

MARY K. COLLINS
NOTARY PUBLIC
STATE OF IDAHO

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS AND CONDOMINIUMS.

John E. Ruistha 4/12/05
COUNTY SURVEYOR PELS 3030

CERTIFICATE OF SURVEYOR

I, GORDON N. ANDERSON, PLS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE CERTIFICATE OF OWNERS, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON; AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS AND THE CORNER PERPETUATION AND FILING ACT.

GORDON N. ANDERSON, PLS

PROFESSIONAL LAND SURVEYOR REGISTERED 7314 STATE OF IDAHO GORDON N. ANDERSON

10 NOV 04
DATE

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF BOISE CITY HAVE BEEN SATISFIED FOR BODO CONDOMINIUM NO. 8.

_____
CITY ENGINEER 2/1/05

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 12 DAY OF Jan., 2005 LISTING THE CONDITIONS OF APPROVAL.

_____
CHAIRMAN, ADA COUNTY HIGHWAY DISTRICT

ADA COUNTY HIGHWAY DISTRICT SEAL

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS IMPOSED BY THIS PLAT ARE HEREBY REMOVED ACCORDING TO THE LETTER TO READ, ON FILE WITH THE COUNTY RECORDER OR HIS AGENT, LISTING THE CONDITION OF APPROVAL.

CENTRAL DISTRICT HEALTH DEPARTMENT ADA COUNTY

Malcolm McTyer REHS 12-29-04
CENTRAL DISTRICT HEATH DEPARTMENT

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK, IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 4 DAY OF September, 2006, THIS CONDOMINIUM WAS DULY ACCEPTED AND APPROVED.

_____ 1-14-05
CITY CLERK

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELIQUENT PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION, HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT (30) DAYS

ADA COUNTY TREASURER

Lyndia Tucker by M Everett 4-13-05
COUNTY TREASURER DATE

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO)
COUNTY OF ADA)ss

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF ANDERSON SURVEY GROUP AT 33 MINUTES PAST 2 O'CLOCK P M. ON THIS 13 DAY OF APRIL, 2005, IN BOOK 91 OF PLATS AT PAGES 10328 - 10329, INSTRUMENT NO. 105044549

FEE: $ 41.00

B Barrett _____
DEPUTY EX-OFFICIO RECORDER

C:\18.5\sysheet.dwg 11/15/04

January 20, 2012

EXHIBIT B

Quadrant Consulting, Inc.

Building Eight Condominiums
Public Access Easement

An easement for public access being located at the Building Eight Condominiums, recorded at Book 91 of Plats at Pages 10820-10827, Ada County Records. Said easement is situated in the Northwest 1/4 of Section 10, Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho, being more particularly described as follows:

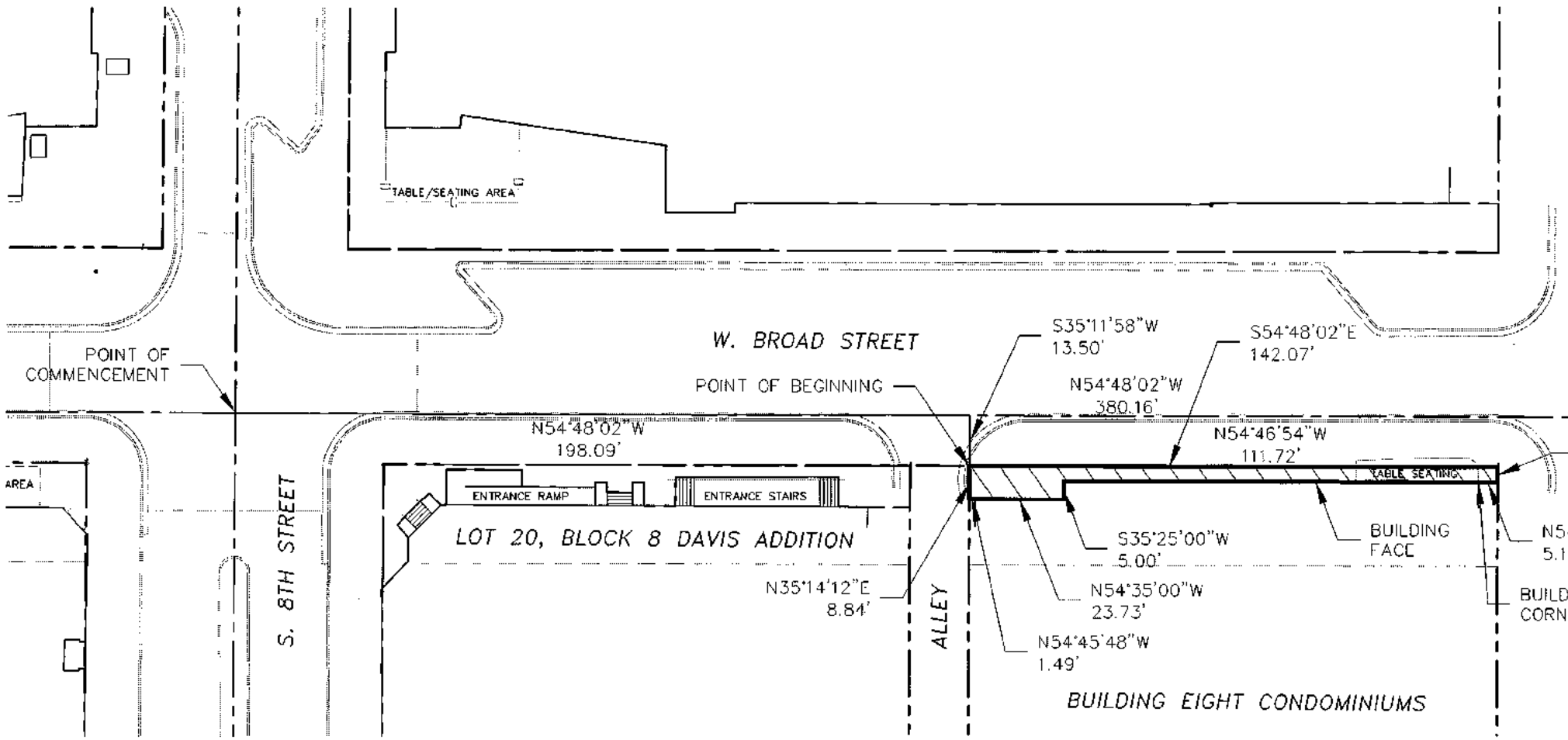
Commencing at the centerline intersection of South 8th Street and West Broad Street, said point bearing North 54°48'02" West 380.16 feet from the centerline intersection of South Capitol Boulevard and said West Broad Street; thence along said West Broad Street centerline South 54°48'02" East 198.09 feet; thence leaving said centerline South 35°11'58" West 13.50 feet to the intersection of the Southerly right-of-way line of said West Broad Street and the Easterly right-of-way line of a Public Alley being the **POINT OF BEGINNING**; thence along the said Southerly right-of-way line

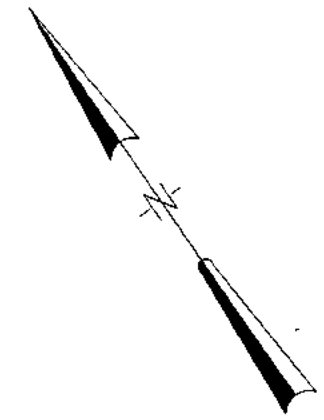
South 54°48'02" East 142.07 feet to a point on the Westerly right-of-way line of said South Capitol Boulevard; thence continuing along said Westerly right-of-way line
South 35°14'21" West 3.97 feet; thence leaving said Westerly right-of-way line
North 54°45'39" West 5.12 feet; thence
North 54°46'54" West 111.72 feet; thence
South 35°25'00" West 5.00 feet; thence
North 54°35'00" West 23.73 feet; thence
North 54°45'48" West 1.49 feet to a point on the said Easterly right-of-way line of said Public Alley; thence continuing along said Easterly right-of-way line
North 35°14'12" East 8.84 feet to the **POINT OF BEGINNING.**

Said easement contains 685 square feet or 0.02 acres more or less.



DATE: JANUARY 20, 2012





GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND

- RIGHT-OF-WAY LINE
- STREET CENTERLINE
- LOT LINE
- PUBLIC ACCESS EASEMENT

EXHIBIT B

BUILDING EIGHT CONDOMINIUMS
PUBLIC ACCESS EASEMENT

Quadrant Consulting, Inc.
1904 West Overland
Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING-SURVEYING-CONSTRUCTION MANAGEMENT

81n&S.dwg topo2.dwg 1/20/2012

EXHIBIT B to
RESOLUTION NO. 1547

Recording Requested By and
When Recorded, Return to:

Capital City Development Corporation
Attention: Mary E. Watson
121 N. 9th Street, Suite 501
Boise, Idaho 83702

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

PUBLIC SIDEWALK EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2018, by and between the Urban Renewal Agency of Boise City, also known as the Capital City Development Corporation (the "Grantee"), whose address is 121 N. 9th Street, Suite 501, Boise, ID, 83702, and City of Many Trees, LLC (hereinafter "Grantor"), whose address is 877 W. Main Street, Suite 700, Boise, Idaho 83702. The Grantor and the Grantee may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

WHEREAS, the Grantor is the owner of the real property known as Lots 15-20, Block 8, Davis Addition and adjacent vacated right-of-way more particularly described on the Record of Survey No. 6637, attached hereto as **Exhibit A** (the "Property"); and,

WHEREAS, the Grantee is an independent public body, corporate and politic, created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, as a duly created and functioning urban renewal agency for Boise City, Idaho; and,

WHEREAS, as part of the BoDo Development in downtown Boise completed by Grantor's predecessor, Grantee funded and installed streetscape improvements using public funds over a portion of Grantor's property (the "Easement Property") as described in **Exhibit B**, attached hereto for the purposes set forth herein; and,

WHEREAS, Grantor has agreed to provide a permanent, non-exclusive, public sidewalk easement for the benefit of the public over the Easement Property.

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

AGREEMENT

1. Grant of Easement: Grantor, for themselves, their heirs, successors, and assigns, hereby declares, grants, creates, establishes, and conveys unto Grantee a perpetual, non-exclusive, pedestrian easement over, on, and through the Easement Property, as described on Exhibit B, for the purpose of constructing, using, replacing, and maintaining a public sidewalk for use by all members of the general public and Grantee.

2. Purposes of this Grant of Easement: Grantor and Grantee acknowledge that the primary purpose of this Public Sidewalk Easement Agreement is to establish, maintain, and provide for general public use and enjoyment of a permanent and perpetual sidewalk space in a manner that creates a uniform and cohesive appearance of sidewalk access and that enhances the Grantor's property as well as the adjoining sidewalk spaces.

3. Easement is Perpetual: Grantee is to have and to hold the Easement Property for the uses and purposes hereinabove set forth forever.

4. Condition of Easement: Grantor shall keep and preserve the Easement Property in good repair and condition at all times and shall operate, maintain, and manage the Easement Property for the benefit of the public. Grantee and its successors and assigns have no obligations for any maintenance or repair of the Easement Property.

5. No Conflicting Easements: Grantor hereby covenants and agrees it shall not grant any additional easements over the Property inconsistent with this Agreement.

6. Public Access: Grantor hereby covenants and agrees that the Easement Property shall be available to the general public as a public sidewalk, and that Grantor shall not place or allow to be placed any permanent structures on the Easement Property which would interfere with the general public's access under this Agreement and the uses of said Easement as stated herein.

7. Right to Convey: Grantor owns the Property and has the right to convey the Easement over the Property subject to all easements, encumbrances, and restrictions of record or appearing on the land. The rights conveyed herein shall not be construed to interfere with or restrict Grantor and its heirs, successors, and assigns from use of the Easement Property with respect to the construction and maintenance of improvements adjacent to the Easement Property so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of the Easement Property.

8. Binding Effect: The promises, covenants, conditions and agreements herein contained shall be binding on each of the Parties hereto and on all parties and all persons claiming such covenants under them or any of them and the rights and

obligations hereof shall inure to the benefit of each of the Parties hereto and their respective successor and assigns. All provisions of this Agreement, including the promises, covenants, conditions, agreements, benefits, and burdens, shall run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.

9. Attorney Fees: In the event of any lawsuit or proceeding by any party hereto against the other party hereto arising out of this Agreement or in connection with the enforcement of any right herein granted, the non-prevailing party in such lawsuit or proceeding shall pay to the prevailing party such sum or sums as the court shall adjudge reasonable for attorney's fees and costs, including such fees and costs on appeal.

10. Recitals: The recitals set forth above are hereby incorporated by this reference.

11. Recording: Grantee shall, at its expense, record this Easement Agreement in the records of Ada County, Idaho, and shall provide Grantor with conformed copies of the recorded instruments.

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

[*Signatures on the Following Pages*]

GRANTOR:

City of Many Trees, LLC

By: _____
Ephraim Greenwall, Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 12th day of April, 2018, before me, Sandra Lawrence, a Notary Public in and for said State, personally appeared Francis Greenwall, known or identified to me (or proved to me on the oath of _____) to be a member of City of Many Trees, LLC, an Idaho limited liability company, the entity that executed the instrument or the person who executed the instrument on behalf of said entity and acknowledged to me that such entity executed the same.

S
E
A
L

SANDRA LAWRENCE NOTARY PUBLIC STATE OF IDAHO

_____
Notary Public for Idaho
My commission expires on 10-18-23

GRANTEE:

URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO,
Also known as **CAPITOL CITY DEVELOPMENT CORPORATION,**

By: _____
Dana Zuckerman, Chair

By: _____
David Bieter, Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____ 2018, before me the undersigned notary public in and for said State, personally appeared Dana Zuckerman and David Bieter, known or identified to me to be the Chair and the Secretary, respectively, of URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY DEVELOPMENT CORPORATION, the independent public body, corporate and politic, that executed the within and foregoing instrument, and acknowledged to me that they executed the same on behalf of said Urban Renewal Agency of the City of Boise, Idaho.

_____
Notary Public for Idaho
My Commission Expires_____

EXHIBIT A

RECORD OF SURVEY NO. 6637

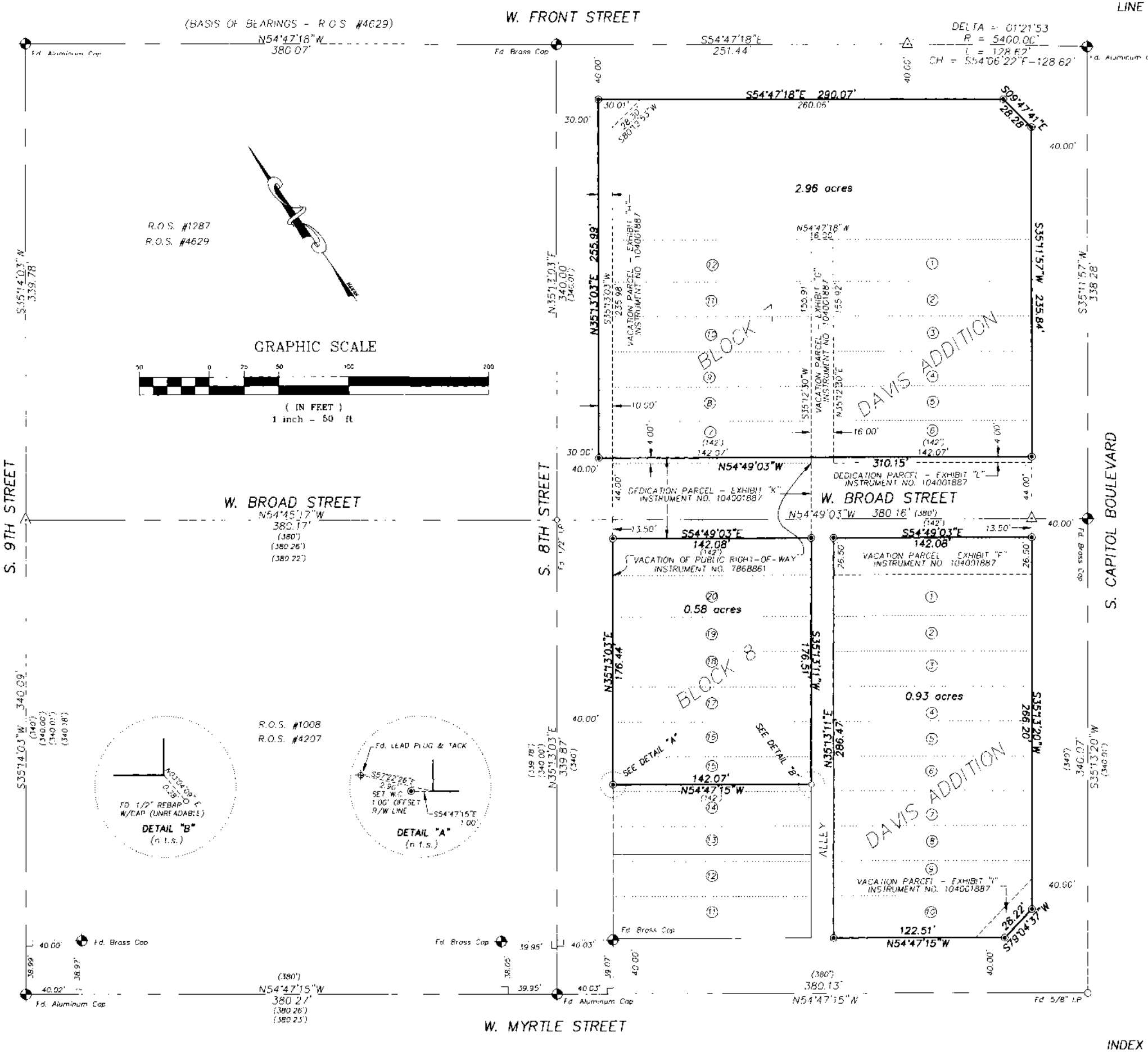
MADE FOR

BoDo PARTNERS LLC

A PORTION OF BLOCK 7 AND A PORTION OF BLOCK 8, DAVIS ADDITION, & A PORTION OF RAILROAD RIGHT-OF-WAY LYING ADJACENT TO THE NORTHEASTERLY LINE OF SAID BLOCK 7 AND VACATED RIGHTS-OF-WAY

SITUATED IN

NW 1/4 OF SECTION 10, T.3 N., R.2 E., B.M.
BOISE CITY, ADA COUNTY, IDAHO



SURVEYOR'S NOTES

THIS SURVEY IS INTENDED TO DEPICT ALL OF PARCEL "E", AND PARCEL "G", AS CONVEYED TO BoDo PARTNERS, LLC BY DEED INSTRUMENT NO. 102159322, RECORDS OF ADA COUNTY, IDAHO; INCLUDING REFERENCED RIGHT-OF-WAY VACATIONS AND EXCLUDING REFERENCED RIGHT-OF-WAY DEDICATIONS.

THE AREAS DEPICTED INCLUDE REFERENCED RIGHT-OF WAY VACATIONS AND EXCLUDES REFERENCED RIGHT-OF-WAY DEDICATIONS.

CERTIFICATE OF SURVEYOR

I GORDON N. ANDERSON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO AND THAT THIS MAP REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND COMPLIES WITH ACCEPTED STANDARDS OF SURVEYING AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

PROFESSIONAL LAND SURVEYOR REGISTERED L. 7314 STATE OF IDAHO GORDON N. ANDERSON

Gordon N. Anderson, PLS #7314

LEGEND

- PROPERTY BOUNDARY
- OTHER PROPERTY LINE
- STREET CENTERLINE
- VACATION OR DEDICATION LINE
- ORIGINAL LOT LINE
- △ CALCULATED POINT
- ○ FOUND 5/8" IRON PIN
- ○ FOUND 1/2" IRON PIN
- ◆ FOUND CAP (as noted)
- ◉ SET 5/8" REBAR, PLS 7314
- 90° ANGLE

COUNTY RECORDER'S CERTIFICATE

INST. NO 104124017

STATE OF IDAHO, COUNTY OF ADA, ss.

FILED FOR RECORD AT THE REQUEST OF Anderson Survey Group

36 MIN PAST 1 O'CLOCK P.M. THIS 22 DAY OF September 2004.

J. DAVID NAVARRO, RECORDER

BY D. Arce DEPUTY

FEE $ 5.00

Anderson- Survey Group, Inc.

Land Surveying Services
357 Watertower Ln., Ste. F
Meridian, ID. 83642
(208) 888-7345

© ANDERSON SURVEY GROUP, INC.

INDEX NO. 321-10-4-0-0-02-93

SHEET 1 OF 1

04136RS1.DWG 09/27/04

EXHIBIT B

January 20, 2012

Quadrant Consulting, Inc.

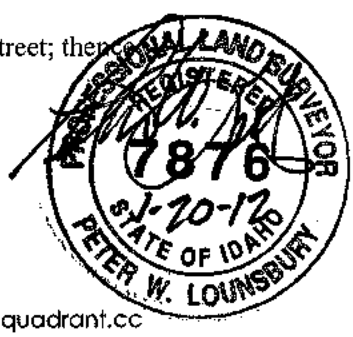
Lot 20 Block 8 Davis Addition
Public Access Easement

An easement for public access partially located within a portion of Lot 20, Block 8, Plat of Davis Addition to Boise City, recorded in Book 1 of Plats at Page 7, Ada County Records. Said easement is also partially located within a vacated portion West Broad Street described in Resolution No. 688 for Vacation and Abandonment, recorded as Instrument No. 104001887, Ada County Records. Said easement is situated in the Northwest 1/4 of Section 10, Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho, being more particularly described as follows:

Commencing at the centerline intersection of South 8th Street and West Broad Street, said point bearing North 54°48'02" West 380.16 feet from the centerline intersection of South Capitol Boulevard and said West Broad Street; thence along said West Broad Street centerline South 54°48'02" East 40.01 feet; thence leaving said centerline South 35°11'58" West 13.50 feet to the intersection of the Southerly right-of-way line of said West Broad Street and the Easterly right-of-way line of said South 8th Street being the **POINT OF BEGINNING**; thence continuing along the said Southerly right-of-way line of

South 54°48'02" East 142.08 feet to a point on the Westerly right-of-way line of a Public Alley; thence continuing along said Westerly right-of-way line
South 35°14'12" West 11.13 feet; thence leaving said Westerly right-of-way line
North 54°45'48" West 11.50 feet; thence
North 53°29'29" West 6.80 feet; thence
North 55°21'21" West 1.00 feet; thence
North 34°38'39" East 7.91 feet; thence
North 55°09'33" West 44.02 feet; thence
South 35°38'57" West 7.59 feet; thence
North 54°41'38" West 8.42 feet; thence
North 35°15'35" East 6.25 feet; thence
North 54°48'26" West 3.10 feet; thence
South 35°15'35" West 2.72 feet; thence
North 54°44'25" West 6.85 feet; thence
North 35°15'35" East 2.71 feet; thence
North 55°05'01" West 3.15 feet; thence
South 35°15'35" West 1.29 feet; thence
North 54°42'27" West 19.66 feet; thence
North 35°17'33" East 4.56 feet; thence
North 54°42'27" West 20.34 feet; thence
South 35°51'20" West 9.51 feet; thence
North 57°41'51" West 1.41 feet; thence
North 10°38'36" West 4.42 feet; thence
South 84°47'31" West 3.23 feet; thence
South 80°25'06" West 5.83 feet; thence
South 75°02'21" West 3.01 feet; thence
South 07°13'59" East 4.45 feet; thence
South 35°44'30" West 6.31 feet; thence
South 78°46'02" West 9.95 feet to a point on the said Easterly right-of-way line of South 8th Street; thence continuing along said Easterly right-of-way line
North 35°14'04" East 33.16 feet to the **POINT OF BEGINNING**.

Said easement contains 968 square feet or 0.02 acres more or less.



DATE: JANUARY 20, 2012

EXHIBIT B

LEGEND

- RIGHT-OF-WAY LINE
- STREET CENTERLINE
- LOT LINE
- PUBLIC ACCESS EASEMENT

GRAPHIC SCALE

0 10 20 40

(IN FEET)
1 inch = 20 ft.

S. 8TH STREET

W. BROAD STREET

S. CAPITOL BOULEVARD

ALLEY

POINT OF COMMENCEMENT

N54°48'02"W 40.01'

POINT OF BEGINNING

N35°11'58"E 13.50'

S84°47'31"W 3.23'

S80°25'06"W 5.83'

S75°02'21"W 3.01'

S07°13'59"E 4.45'

N35°14'04"E 33.16'

S35°44'30"W 6.31'

S78°46'02"W 9.95'

N54°42'27"W 19.66'

N35°17'33"E 4.56'

N54°42'27"W 20.34'

S35°51'20"W 9.51'

N57°41'51"W 1.41'

N10°38'36"W 4.42'

N35°15'35"E 2.71'

S35°15'35"W 1.29'

N54°48'02"W 380.16'

S54°48'02"E 142.08'

N54°48'26"W 3.10'

ENTRANCE RAMP

ENTRANCE STAIRS

N55°05'01"W 3.15'

N54°44'25"W 6.85'

S35°15'35"W 2.72'

S35°38'57"W 7.59'

N54°41'38"W 8.42'

N35°15'35"E 6.25'

N55°09'33"W 44.02'

N34°38'39"E 7.91'

S35°14'12"W 11.13'

N54°45'48"W 11.50'

N53°29'29"W 6.80'

N55°21'2 "W 1.00'

LOT 20, BLOCK 8 DAVIS ADDITION

EXHIBIT B

BLOCK 8 DAVIS ADDITION
PUBLIC ACCESS EASEMENT

Quadrant Consulting, Inc.
1504 West Overland
Boise, Idaho 83705
(208) 342-0001 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING-SURVEYING-CONSTRUCTION MANAGEMENT

8lh6Broad topo2.dwg 1/20/2012

EXHIBIT C to
RESOLUTION NO. 1547

Recording Requested By and
When Recorded, Return to:

Capital City Development Corporation
Attention: Mary E. Watson
121 N. 9th Street, Suite 501
Boise, Idaho 83702

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

PUBLIC SIDEWALK EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2018, by and between the Urban Renewal Agency of Boise City, also known as the Capital City Development Corporation (the "Grantee"), whose address is 121 N. 9th Street, Suite 501, Boise, ID, 83702, and City of Many Trees, LLC (hereinafter "Grantor"), whose address is 877 W. Main Street, Suite 700, Boise, Idaho 83702. The Grantor and the Grantee may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

WHEREAS, the Grantor is the owner of the real property commonly known as 825 West Broad Street, Boise, Ada County, Idaho 83702, and legally described as Parcel #0078 of Block 2, Davis Addition, also which is recorded with the Ada County Assessor as parcel R1749100078 and the adjacent parcel of vacated right-of-way which is parcel R1749100076 (the "Property"); and,

WHEREAS, the Grantee is an independent public body, corporate and politic, created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, as a duly created and functioning urban renewal agency for Boise City, Idaho; and,

WHEREAS, as part of the BoDo Development in downtown Boise completed by Grantor's predecessor, Grantee funded and installed streetscape improvements using public funds over a portion of Grantor's property (the "Easement Property") as described in **Exhibit A**, attached hereto for the purposes set forth herein; and,

WHEREAS, Grantor has agreed to provide a permanent, non-exclusive, public sidewalk easement for the benefit of the public over the Easement Property.

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

AGREEMENT

1. Grant of Easement: Grantor, for themselves, their heirs, successors, and assigns, hereby declares, grants, creates, establishes, and conveys unto Grantee a perpetual, non-exclusive, pedestrian easement over, on, and through the Easement Property, as described on Exhibit B, for the purpose of constructing, using, replacing, and maintaining a public sidewalk for use by all members of the general public and Grantee.

2. Purposes of this Grant of Easement: Grantor and Grantee acknowledge that the primary purpose of this Public Sidewalk Easement Agreement is to establish, maintain, and provide for general public use and enjoyment of a permanent and perpetual sidewalk space in a manner that creates a uniform and cohesive appearance of sidewalk access and that enhances the Grantor's property as well as the adjoining sidewalk spaces.

3. Easement is Perpetual: Grantee is to have and to hold the Easement Property for the uses and purposes hereinabove set forth forever.

4. Condition of Easement: Grantor shall keep and preserve the Easement Property in good repair and condition at all times and shall operate, maintain, and manage the Easement Property for the benefit of the public. Grantee and its successors and assigns have no obligations for any maintenance or repair of the Easement Property.

5. No Conflicting Easements: Grantor hereby covenants and agrees it shall not grant any additional easements over the Property inconsistent with this Agreement.

6. Public Access: Grantor hereby covenants and agrees that the Easement Property shall be available to the general public as a public sidewalk, and that Grantor shall not place or allow to be placed any permanent structures on the Easement Property which would interfere with the general public's access under this Agreement and the uses of said Easement as stated herein.

7. Right to Convey: Grantor owns the Property and has the right to convey the Easement over the Property subject to all easements, encumbrances, and restrictions of record or appearing on the land. The rights conveyed herein shall not be construed to interfere with or restrict Grantor and its heirs, successors, and assigns from use of the Easement Property with respect to the construction and maintenance of improvements adjacent to the Easement Property so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of the Easement Property.

8. Binding Effect: The promises, covenants, conditions and agreements herein contained shall be binding on each of the Parties hereto and on all parties and all persons claiming such covenants under them or any of them and the rights and obligations hereof shall inure to the benefit of each of the Parties hereto and their respective successor and assigns. All provisions of this Agreement, including the promises, covenants, conditions, agreements, benefits, and burdens, shall run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.

9. Attorney Fees: In the event of any lawsuit or proceeding by any party hereto against the other party hereto arising out of this Agreement or in connection with the enforcement of any right herein granted, the non-prevailing party in such lawsuit or proceeding shall pay to the prevailing party such sum or sums as the court shall adjudge reasonable for attorney's fees and costs, including such fees and costs on appeal.

10. Recitals: The recitals set forth above are hereby incorporated by this reference.

11. Recording: Grantee shall, at its expense, record this Easement Agreement in the records of Ada County, Idaho, and shall provide Grantor with conformed copies of the recorded instruments.

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

[*Signatures on the Following Pages*]

GRANTOR:

City of Many Trees, LLC

By: _____
Ephraim Greenwall, Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 12th day of April, 2018, before me, Sandra Lawrence, a Notary Public in and for said State, personally appeared Francis Greenwall, known or identified to me (or proved to me on the oath of _____) to be the member of City of Many Trees, LLC, an Idaho limited liability company, the entity that executed the instrument or the person who executed the instrument on behalf of said entity and acknowledged to me that such entity executed the same.

S
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SANDRA LAWRENCE NOTARY PUBLIC STATE OF IDAHO

_____
Notary Public for Idaho
My commission expires on 10-18-23

GRANTEE:

URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO,
Also known as **CAPITOL CITY DEVELOPMENT CORPORATION,**

By: _____
Dana Zuckerman, Chair

By: _____
David Bieter, Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____ 2018, before me the undersigned notary public in and for said State, personally appeared Dana Zuckerman and David Bieter, known or identified to me to be the Chair and the Secretary, respectively, of URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY DEVELOPMENT CORPORATION, the independent public body, corporate and politic, that executed the within and foregoing instrument, and acknowledged to me that they executed the same on behalf of said Urban Renewal Agency of the City of Boise, Idaho.

_____
Notary Public for Idaho
My Commission Expires_____

January 20, 2012

EXHIBIT A

Quadrant Consulting, Inc.

Lot 1, Block 2 Davis Addition
Public Access Easement

An easement for public access located within a vacated portion of West Broad Street as described in Resolution No. 688 for Vacation and Abandonment, recorded as Instrument No. 104001887. Said easement is situated in the Southeast 1/4 of the Northwest 1/4 of Section 10, Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho, being more particularly described as follows:

Commencing at the centerline intersection of South 8th Street and West Broad Street, said point bearing South 54°44'16" East 380.17 feet from the centerline intersection of South 9th Street and said West Broad Street; thence along said West Broad Street centerline North 54°44'16" West 89.16 feet; thence leaving said centerline South 35°15'44" West 13.50 feet to a point on the Southerly right-of-way line of said West Broad Street and being the **POINT OF BEGINNING**; thence leaving the said Southerly right-of-way line

South 35°12'42" West 6.60 feet; thence
North 54°47'52" West 12.95 feet; thence
North 35°12'08" East 4.23 feet; thence
North 11°28'55" West 3.48 feet to a point on the said Southerly right-of-way line of West Broad Street; thence along said Southerly right-of-way line
South 54°44'16" East 15.49 feet to the **POINT OF BEGINNING**.

Said easement contains 89 square feet more or less.

AND

Commencing at the centerline intersection of South 8th Street and West Broad Street, said point bearing South 54°44'16" East 380.17 feet from the centerline intersection of South 9th Street and said West Broad Street; thence along said West Broad Street centerline North 54°44'16" West 40.00 feet; thence leaving said centerline South 35°15'44" West 13.50 feet to the intersection of the Southerly right-of-way line of said West Broad Street and the Westerly right-of-way line of South 8th Street being the **POINT OF BEGINNING**; thence continuing along the said Westerly right-of-way line

South 35°14'12" West 18.95 feet; thence leaving said Westerly right-of-way line
North 42°51'27" West 0.24 feet; thence
North 06°33'25" West 8.57 feet; thence
North 35°49'12" East 0.40 feet; thence
North 55°11'06" West 6.54 feet; thence
North 35°15'44" East 12.15 feet to a point on the said Southerly right-of-way line of West Broad Street; thence continuing along said Southerly right-of-way line
South 54°44'16" East 12.49 feet to the **POINT OF BEGINNING**.

Said easement contains 173 square feet more or less.



DATE: JANUARY 20, 2012

LEGEND

RIGHT-OF-WAY LINE

STREET CENTERLINE

LOT LINE

PUBLIC ACCESS EASEMENT

GRAPHIC SCALE

0 10 20 40

(IN FEET)
1 inch = 20 ft.

W. BROAD STREET

S. 9TH STREET

S. 8TH STREET

ALLEY

POINT OF COMMENCEMENT

S54°44'16"E 380.17'

S35°15'44"W 13.50'

S54°44'16"E 15.49'

POINT OF BEGINNING 1

N11°28'55"W 3.48'

N35°12'08"E 4.23'

N54°47'52"W 12.95'

S35°12'42"W 6.60'

LOT 1, BLOCK 2 DAVIS ADDITION

S54°44'16"E 12.49'

N54°44'16"W 89.16'

40.00'

S35°15'44"W 13.50'

POINT OF BEGINNING 2

N35°15'44"E 12.15'

N55°11'06"W 6.54'

N35°49'12"E 0.40'

S35°14'12"W 18.95'

N42°51'27"W 0.24'

N06°33'25"W 8.57'

EXHIBIT B

LOT 1, BLOCK 2 DAVIS ADDITION
PUBLIC ACCESS EASEMENT

Quadrant Consulting, Inc.
1904 West Overland
Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING-SURVEYING-CONSTRUCTION MANAGEMENT

8th&Broad topo2.dwg 1/20/2012



FY 2018 Year-To-Date Financial Report (Unaudited)
Through SECOND QUARTER
October 1, 2017 - March 31, 2018

Prepared by: CCDC Finance Team
Date: May 4, 2018

FY2018 Year-to-Date Financial Report (Unaudited)
Through SECOND QUARTER

October 1, 2017 – March 31, 2018

REVENUES:

The actual tax increment revenue are consistent with expectation and within 2% of the year-to-date budget.

In March the Board of Commissioners terminated the purchased of the 89-space 5th & Broad public parking condo ($2.6 million) within the 189-space parking portion of The Fowler apartment, parking and retail development (Resolution 1536). Then in April, after three months of construction-caused delays, the Agency purchased the 11th & Front public parking garage – a 250-space condo ($5.4 million) in the 840-space parking garage component of the Pioneer Crossing development on the former Parcel B. These events contributed to parking revenues being 7% below budget as revenue from both new garages were included in the budget beginning in February.

EXPENSES:

With the Agency's capital projects-focused budget, the bulk of the expenses are paid later in the fiscal year when construction is underway and being completed. Project planning and bidding occurs primarily during the first two quarters. As of March 31, 2018, total actual expenses are within 8% of the year-to-date budget.

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

Revenues

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

Expenses

- Parking garage debt service payments are made twice per year: interest only in March; principal & interest in September.
- Capital projects are typically designed and planned during the first half of a fiscal year with construction and most expenses occurring in the second half.
- Revenues received from sub-lessee Civic Plaza are equal to the expenses distributed to Ada County for the Ada County Courthouse Master/Surplus Ground Lease. They are passed through only.

FY2018 BUDGET SUMMARY through 1st Quarter

March is month 6 of 12; FY2018 is 50% complete.

REVENUE SUMMARY	FY2018 Budget Total	FY2018 Budget To Date	FY2018 Actual To Date	YTD Actual To Budget Variance %
Revenue from Operations		*YTD Estimate*		
Revenue Allocation (Tax Increment)	17,370,000	10,260,565	10,436,197	*2%*
Parking Revenue	8,018,078	3,988,965	3,713,958	*-7%*
Other Revenues (Various Reimbursements)	1,072,700	142,350	120,629	*-15%*
Subtotal	$ 26,460,778	$ 14,391,880	$ 14,270,784	*-1%*
Other Sources		*YTD Estimate*		
Misc. Revenues (Grants/Leases/Property Transactions)	277,000	46,500	103,685	*123%*
Term Loan/Bond Financing	14,600,000	-	-	*0%*
Use of (Transfer to) Working Capital / Fund Balance	24,370,131	(4,896,180)	(5,642,987)	*15%*
Subtotal	$ 39,247,131	$ (4,849,680)	$ (5,539,302)	*14%*
Subtotal - Revenue from Operations	$ 65,707,909	$ 9,542,200	$ 8,731,482	*-8%*
Pass-Through Revenue		*YTD Estimate*		
Ada County Parcels Ground Leases	406,658	44,829	44,829	*0%*
Subtotal	$ 406,658	$ 44,829	$ 44,829	*0%*
TOTAL REVENUE	**$ 66,114,567**	**$ 9,587,029**	**$ 8,776,311**	*-8%*

EXPENSE SUMMARY	FY2018 Budget Total	FY2018 Budget To Date	FY2018 Actual To Date	YTD Actual To Budget Variance %
Operating Expense		*Q2 Note: OE budget 50% expended.*		
Interagency Partnerships	159,750	79,875	62,691	*-22%*
Legal Services	218,000	109,000	100,201	*-8%*
Parking Operator (Contractor)	1,912,074	956,037	938,500	*-2%*
Personnel Costs	1,984,300	992,150	949,273	*-4%*
Professional Services	2,105,900	1,052,950	275,550	*-74%*
Rent/Maintenance/Office	1,239,751	619,876	601,516	*-3%*
Repairs/Maintenance: Streets & Facilities	497,000	248,500	143,965	*-42%*
Subtotal	$ 8,116,775	$ 4,058,388	$ 3,071,696	*-24%*
Debt Service & Contractual Obligations		*Q2 Note: Principal paid Q4.*		
Parking Garage Debt Service/Contractual Obligations	7,893,534	514,052	514,052	*0%*
Capital Outlay		*Q2 Note: CO budget 10% expended.*		
Obligated/Designated Capital Improvement Projects	20,803,800	2,080,380	2,560,885	*23%*
Tentative Capital Improvement Projects	23,228,400	2,322,840	46,970	*-98%*
Parking Reinvestment Plan	2,290,500	229,050	416,538	*82%*
Property Development	3,374,900	337,490	2,121,341	*529%*
Subtotal	$ 49,697,600	$ 4,969,760	$ 5,145,733	*4%*
Subtotal - Expenses for Operations	**$ 65,707,909**	**$ 9,542,200**	**$ 8,731,482**	*-8%*
Pass-Through Expense		*YTD Estimate*		
Ada County Parcels Ground Leases	406,658	44,829	44,829	*0%*
Subtotal	$ 406,658	$ 44,829	$ 44,829	*0%*
TOTAL EXPENSE	**$ 66,114,567**	**$ 9,587,029**	**$ 8,776,311**	*-8%*

FY2018 OPERATING REVENUES through 2nd Quarter

QUARTERLY REVENUE REPORT
PROPERTY TAX REVENUE ALLOCATION DISTRICT (RAD) & PARKING SYSTEM SUMMARY
Q2 (October 2017 thru March 2018)

Activity	FY 2017 Total Actual	FY 2018 Total Budget	FY 2018 YTD Budget	FY 2018 YTD Actual	*YTD Variance $*	*YTD Variance %*
TIF BY DISTRICT						
Central	5,013,082	5,200,000	**2,962,741**	**2,969,777**	*7,036*	*0%*
River-Myrtle / Old Boise	6,724,200	8,500,000	**5,111,376**	**5,129,493**	*18,117*	*0%*
Westside	2,624,575	3,000,000	**1,785,579**	**1,939,461**	*153,882*	*9%*
30th Street	506,815	670,000	**400,869**	**397,467**	*(3,402)*	*-1%*
TOTAL RAD	14,868,672	17,370,000	**10,260,565**	**10,436,197**	*175,632*	*2%*
PARKING BY GARAGE						
9th & Main (Eastman)	1,199,576	1,472,969	**750,438**	**684,164**	*(66,274)*	*-9%*
Capitol & Main (Cap Terrace)	1,714,578	1,913,583	**950,696**	**967,077**	*16,381*	*2%*
9th & Front (City Centre)	1,477,182	1,824,863	**928,219**	**793,999**	*(134,220)*	*-14%*
10th & Front (Grove st.)	1,063,500	1,206,862	**607,114**	**575,596**	*(31,518)*	*-5%*
Capitol & Front (Boulevard)	355,931	388,515	**197,245**	**224,906**	*27,661*	*14%*
Capitol & Myrtle (Myrtle st.)	824,314	974,498	**482,758**	**440,834**	*(41,924)*	*-9%*
5th & Broad	0	55,084	**7,857**	**0**	*(7,857)*	*-100%*
11th & Front	0	128,704	**38,138**	**0**	*(38,138)*	*-100%*
Misc. Parking	52,077	53,000	**26,500**	**27,382**	*882*	*3%*
TOTAL PARKING	6,687,158	8,018,078	**3,988,965**	**3,713,958**	*(275,007)*	*-7%*
Other	536,070	1,072,700	**142,350**	**120,629**	*(21,721)*	*-15%*
TOTAL	22,091,900	26,460,778	**14,391,880**	**14,270,784**	*(121,096)*	*-1%*

RECONCILIATION TO FY2018 BUDGETED OPERATING REVENUES

Total Revenues Approved Budget	$66,114,567
Ada County Courthouse Master/Surplus Ground Lease (passed-through)	(406,658)
Use of Fund Balance	(24,370,131)
Bond Financing Proceeds	(14,600,000)
Miscellaneous Revenue (Lease, Property Transactions)	(277,000)
Operating Revenues	$26,460,778

Balance Sheet - Governmental Funds
March 31, 2018

	General Fund	Central District RA Fund	River Myrtle District RA Fund	Westside District RA Fund	30th Street District RA Fund	Parking Fund	Total
ASSETS							
Cash and investments	1,100,000	6,005,296	23,424,605	7,087,177	1,227,964	6,577,338	45,422,380
Accounts receivable	16,267	2,655	922	7,930	-	(32,960)	(5,186)
Interest receivable	4,102	-	-	-	-	-	4,102
Taxes receivable	-	1,965,584	3,211,815	1,010,916	288,824	-	6,477,139
Prepaids	364	-	10,792	95,000	-	-	106,156
Restricted cash	-	1,316,127	1,401,325	-	-	2,412,101	5,129,553
Interest in partnership	-	-	130,000	-	-	-	130,000
Property held for resale or development	-	-	2,382,515	-	-	-	2,382,515
TOTAL ASSETS	1,120,733	9,289,662	30,561,974	8,201,023	1,516,788	8,956,479	59,646,659
LIABILITIES AND FUND BALANCES							
LIABILITIES							
Accounts payable	89,016	223,991	586,756	10,900	579	460,674	1,371,916
Accrued liabilities	105,858	-	-	-	-	-	105,858
Refundable deposits	-	-	10,000	3,625	-	-	13,625
Total liabilities	194,874	223,991	596,756	14,525	579	460,674	1,491,399
DEFERRED INFLOWS OF RESOURCES							
Unavailable property tax	-	1,965,584	3,211,815	1,010,916	288,824		6,477,139
Total deferred inflows of resources	-	**1,965,584**	**3,211,815**	**1,010,916**	**288,824**	-	**6,477,139**
FUND BALANCES							
Nonspendable	364	-	2,393,307	-	-	-	2,393,671
Restricted	-	7,100,087	24,360,096	7,175,582	1,210,358	1,912,097	41,758,220
Committed	-	-	-	-	-	500,000	500,000
Assigned	-	-	-	-	17,027	6,083,708	6,100,735
Unassigned	925,495	-	-	-		-	925,495
Total fund balances	925,859	7,100,087	26,753,403	7,175,582	1,227,385	8,495,805	51,678,121
TOTAL LIABILITIES DEFERRED INFLOWS OF RESOURCES AND FUND	1,120,733	9,289,662	30,561,974	8,201,023	1,516,788	8,956,479	59,646,659
	-	-	-	-	-	-	-

FUND BALANCE DEFINITIONS

Nonspendable: cannot be spent because they are not in spendable form or are legally or contractually required to remain intact.
Restricted: can be spent for only stipulated purposes as determined by law or external resource providers.
Committed: can be spent for only specific purposes as determined by formal CCDC Board action.
Assigned: intended for specific purposes but not committed or restricted.
Unassigned: all other funds ; typically the General Fund.

CAPITAL CITY DEVELOPMENT CORP

IV. ACTION ITEMS

AGENDA BILL

Agenda Subject: Quitclaim 11th & Myrtle Remnant Parcel to the City of Boise	**Date:** May 14, 2018
Staff Contacts: John Brunelle, Executive Director Mary Watson General Counsel | Contracts Manager	**Attachments:** • Resolution No. 1548 • Quitclaim Deed
Action Requested: Adopt Resolution No. 1548 to Quitclaim 11th & Myrtle Remnant Parcel to the City of Boise.	

BACKGROUND

Around 2002 the Agency acquired several small properties along 13th Street with the goal of creating one large, buildable parcel that could support a mixed-use project. Part of those land acquisition efforts included exchanging certain properties. In one of those exchanges, the Agency acquired the subject .05 acre remnant at the southwest corner of 11th and Myrtle Streets.

The remnant parcel is no longer of value to the Agency and has become a mostly forgotten piece of the Agency's real estate portfolio. City Parks & Recreation has been mowing and irrigating this spot as part of its Pioneer Pathway maintenance program – the site's mature landscaping enhances the entrance to the Pioneer Pathway. Being *de facto* city property, it makes sense for the Agency to quitclaim the remnant parcel to the city.

FISCAL NOTES

In order to achieve the objectives of the River Myrtle-Old Boise Plan, and in accordance with Idaho Code §50-2015, the Agency is authorized to convey real property to the city without appraisal, public notice, bidding, or monetary compensation.

STAFF RECOMMENDATION

That the Board find it in the best interest of the public and of the Agency to quitclaim the 11th & Myrtle Remnant Parcel to the City of Boise.

SUGGESTED MOTION: I move to adopt Resolution No. 1548 to quitclaim the 11th & Myrtle Remnant Parcel to the City of Boise.

RESOLUTION NO. 1548

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A REAL ESTATE CONVEYANCE OF AGENCY REAL PROPERTY PARCEL NO. S1010223401, KNOWN AS THE 11TH & MYRTLE REMNANT PARCEL, TO THE CITY OF BOISE BY QUITCLAIM DEED AND WITHOUT CONSIDERATION; AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR TO EXECUTE THE QUITCLAIM DEED ON BEHALF OF AGENCY; AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR TO DELIVER THE QUITCLAIM DEED TO THE CITY OF BOISE FOR ACCEPTANCE AND RECORDING WITH THE ADA COUNTY RECORDER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City 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, in order to achieve the objectives of the River Myrtle-Old Boise Plan, the Agency is authorized to acquire real property for the revitalization of areas within the Project Area; and,

WHEREAS, the Agency owns certain real property, identified as Parcel No. S1010223401, addressed as 1101 West Myrtle Street, Boise, Idaho, and commonly known as the 11th & Myrtle Remnant Parcel (the “Remnant Parcel”); and,

WHEREAS, the Agency seeks to transfer the Remnant Parcel to the City of Boise; and,

WHEREAS, Idaho Code § 50-2015 allows the Agency to convey real property to the City of Boise without consideration and subject to the terms and conditions as the Agency deems necessary; and,

WHEREAS, the City of Boise has indicated its willingness to accept the Remnant Parcel by Quitclaim Deed and to expend any funds necessary to maintain the property in its currently landscaped condition; and,

WHEREAS, the Agency Board finds it in the best interest of the Agency and the public to approve the quitclaim of the Remnant Parcel, without consideration, to the City of Boise and to direct Agency staff to take all necessary steps to effectuate same.

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

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

Section 2: That the Quitclaim Deed for the Remnant Parcel, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved and adopted.

Section 3: That the Executive Director is authorized and directed to execute the Quitclaim Deed on behalf of Agency and thereafter deliver the Quitclaim Deed to the City of Boise for formal acceptance by the Boise City Council and subsequent recording with the Ada County Recorder.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on May 14, 2018. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on May 14, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
David H. Bieter, Secretary

EXHIBIT A to Resolution No. 1548

Recording Requested by:

City of Boise City
150 N. Capitol Boulevard
PO Box 500
Boise, Idaho 83701-0500
Attn: City Attorney's Office

QUITCLAIM DEED

FOR VALUE RECEIVED, The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the State of Idaho and having a business address of 121 N. 9th Street, Suite 501, Boise, Idaho, 83702 ("CCDC"), does hereby convey release, remise, and forever quitclaim unto The City of Boise City, an Idaho municipal corporation, whose address is 150 N. Capitol Blvd., Boise, Idaho, 83702 (the "CITY"), all right, title, and interest of CCDC in and to the following described real property situated in Ada County, State of Idaho, more particularly described as follows, to wit:

Legal Description attached hereto as Exhibit A and incorporated herein by reference;

TO HAVE AND TO HOLD the said premises, unto CITY, successors and assigns forever.

DATED this _____ day of _____, 2018.

The Urban Renewal Agency of Boise City, Idaho

_____
By: John Brunelle, Executive Director

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of May, 2018, before me, _____, the undersigned, a Notary Public in and for said county and state, personally appeared John Brunelle, known or identified to me to be the Executive Director of the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, the independent public body, corporate and politic, that executed within and foregoing instrument, and acknowledged to me that he had authority to execute same on behalf of the Urban Renewal Agency of Boise City, Idaho.

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

_____
Notary Public for Idaho
Residing at:_____
My Commission Expires:_____

ACCEPTANCE

I, David H. Bieter, Mayor of the City of Boise, do hereby acknowledge receipt of the foregoing Quitclaim Deed for the property more particularly described in Exhibit A, attached hereto, and do agree to accept the terms of said transfer.

DATED this _____ day of _____, 2018.

CITY OF BOISE:

By: _____
David H. Bieter, Mayor

ATTEST:

By: _____
Lynda Lowry, *Ex-Officio* City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

On this ___ day of _____, 2018, before me, a Notary Public in and for the State of Idaho, personally appeared David H. Bieter, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

_____
Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

Roylance & Associates P.A.
Engineers • Surveyors • Landplanners
391 W. State Street, Suite E, Eagle, Idaho 83616
Telephone (208) 939-2824 Fax (208) 939-2855

EXHIBIT A

July 25, 2000
Project No. 2064

Legal Description
Capital City Development Corp.
0.05 Acres

A parcel located in the Northwest ¼ of Section 10, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

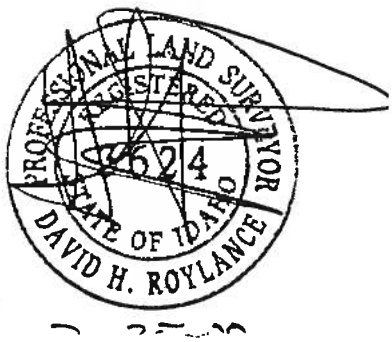
Commencing at the point of intersection of the centerline of North 13th Street with the centerline of West Grand Avenue as shown on the Plat of City Park Subdivision on file in the Office of the Recorder in Book 1 of Plats at Page 14, said point being marked with a brass cap, thence along the centerline of North 13th Street, North 64°-18'-57" East a distance of 139.62 feet to a point, thence South 25°-41'-03" East a distance of 40.00 feet to a found 5/8 inch steel pin at the Northeast corner of Lot 9, Block 12 of said City Park Subdivision and being on the southerly right-of-way of North 13th Street, thence along said southerly right-of-way North 64°-18'-57" East a distance of 228.52 feet to a brass cap located at the intersection of said southerly right-of-way and the westerly right-of-way of West Myrtle Street, thence along said westerly right-of-way South 55°-05'-21" East a distance of 435.57 feet to a brass cap. thence continuing along said westerly right-of-way, 139.39 feet through the arc of a 1011.00 foot radius circular curve to the right, said curve having a central angle of 07°-53'-58", a chord bearing of South 51°-08'-22" East, and a chord distance of 139.28 feet to a point, said point being the POINT OF BEGINNING.

Thence South 41°-04'-17" West a distance of 36.11 feet to a point;
Thence 13.51 feet through the arc of a 14.50 foot radius circular curve to the left, said curve having a central angle of 53°-22'-18", a chord bearing of South 14°-23'-08" West, and a chord distance of 13.02 feet to a point;
Thence South 12°-18'-01" East a distance of 18.76 feet. more or less, to a point on the northerly right-of-way of the Pioneer Walkway;
Thence along said northerly right-of-way North 77°-40'-40" East a distance of 68.71 feet, more or less, to its intersection with the westerly right-of-way of West Myrtle Street;
Thence along said westerly right-of way 62.00 feet through the arc of a 1011.00 foot radius circular curve to the left, said curve having a central angle of 03°-30'-50", a chord bearing of North 45°-25'-58" West and a chord distance of 61.99 feet to the POINT OF BEGINNING.

The above described tract of land contains 0.05 acres. more or less, subject to all existing easements and rights-of-way.

Prepared By:

ROYLANCE & ASSOCIATES P.A.
391 W. STATE STREET, SUITE E
EAGLE, IDAHO 83616
(208) 939-2824 (208) 939-2855 (FAX)



THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSE OF GENERALLY LOCATING THE LAND. THIS MAP DOES NOT REPRESENT A SURVEY OF THE LAND NOR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA, OR ANY OTHER FACTS RELATED TO THE LAND SHOWN HEREON.



Parcel # S1010223401
Addressed as 1101 W Myrtle St., Boise, ID 83702
Zoned: R-ODD
Assessed Acres: 0.052
PAR #3401 of NW4 SEC 10
3N 2E TRACT D R/S 5113

QUITCLAIM DEED

AGENDA BILL

Agenda Subject:	**Date:**
Resolution 1529 Amending Resolution 1478 River-Myrtle/Old Boise (RMOB) Redevelopment Bonds Series 2017A.	May 14, 2018

Staff Contact:	**Attachments:**
Ross Borden, Finance Director	1. Resolution 1529 – Amending Resolution 2. Resolution 1478 – Series 2017A Bond Resolution

Action Requested:

Adopt Resolution 1529 to amend Resolution 1478, the Series 2017A Redevelopment Bond Resolution, to redirect the $2.6 million originally intended to purchase the 5th & Broad Street parking condominium to eligible expenses associated with the new main Library! project.

Background

On May 8, 2017, the Board adopted Resolution 1478 authorizing the issuance of Redevelopment Bonds totaling $13.0 million, Series 2017A bonds at an interest rate of 2.32%, to Zions Bank to finance three projects in the River-Myrtle / Old Boise (RMOB) District.

1. $4.9 million for Broad Street / LIV District streetscape and other infrastructure improvements including extension of the geothermal system and fiber optic cables all of which will be owned and maintained by the City;
2. $5.4 million to purchase the 11th & Front public parking condominium unit containing not less than 250 public parking spaces within a five-level, 839 total parking space Pioneer Crossing parking garage;
3. $2.6 million to purchase the 5th & Broad public parking condominium unit containing 89 spaces within the 189 total parking space portion of The Fowler apartment, parking and retail development.

The bonds were issued on June 8, 2017 after the required 30-day contest period (the issuance was uncontested). The Agency's agreement with the developer of the 5th & Broad parking condo, LocalConstruct, included an option for the developer to buy back the Agency's parking condo after two years. During this project's early phases several years ago, CCDC's participation in the form of this purchase of parking spaces was necessary to make the pro forma work. Today, strong demand for downtown housing and a strong economy means CCDC's participation is no longer essential to The Fowler's success – a not unfamiliar outcome for the Agency. This change prompted the Board to pass Resolution 1536 at its March 12, 2018 meeting terminating the Purchase and Sale Agreement with LocalConstruct for the parking condo. It also provides the Board with the opportunity to redirect that $2.6 million (plus any investment income) to another eligible and worthy project in RMOB. The perfect candidate is the new main Library! being designed for construction on the site of the existing main Library! at 715 S Capitol Boulevard.

This amending resolution requires an agreement between CCDC and the city committing the $2.6 million to eligible expenses associated with the development and construction of the new main Library! The city must also have an agreement with either a general contractor, design-

builder or construction manager / general contractor to build the new main Library! CCDC will reimburse the city for documented expenses up to $2.6 million. As these bond proceeds must be spent within three years – by June 2020 – they are available to pay for the first $2.6 million in development and construction expenses.

Fiscal Notes

Amending the Bond Resolution will have no impact on Series 2017A bonds debt service schedule. The bonds will still be retired on September 1, 2024, one year in advance of the RMOB URD sunset date with principal payments made each September 1 and interest is paid semi-annually. The bonds continue to be secured by a first lien parity pledge of Available Agency Revenues consisting of RMOB Tax Increment Revenue and Net Parking Revenue. Zions Bank will provided a Consent to the Amending Resolution form. Contributing to the construction of a public library is an allowed use for these tax-exempt bond funds.

Amending Resolution 1529, like the original Bond Resolution 1478, was drafted by Agency Bond Counsel Kurt Kaufmann, Sherman & Howard, in consultation with Agency Counsel Ryan Armbruster, Elam & Burke, and the Agency Finance Director.

Staff Recommendation: Adopt Resolution 1529 amending Resolution 1478, the Series 2017A Redevelopment Bond Resolution, to redirect the $2.6 million originally intended to purchase the 5th & Broad Street parking condominium to eligible expenses associated with the new main Library! project.

Suggested Motion:

I move adoption of Resolution 1529 amending Resolution 1478, the Series 2017A Redevelopment Bond resolution, to redirect the $2.6 million originally intended to purchase the 5th & Broad Street parking condominium to eligible expenses associated with the construction of the new main Library! project.

ATTACHMENT 1

URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO

RESOLUTION NO. 1529

AMENDING RESOLUTION NO. 1478

RESOLUTION NO. 1529

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; AMENDING RESOLUTION NO. 1478 OF THE AGENCY WHICH AUTHORIZED THE ISSUANCE, SALE AND DELIVERY OF A REDEVELOPMENT BOND, SERIES 2017A IN THE PRINCIPAL AMOUNT OF $13,000,000 AND A REFUNDING REDEVELOPMENT BOND, SERIES 2017B IN THE PRINCIPAL AMOUNT OF $5,145,000; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Agency is authorized to borrow money and to issue bonds for the purpose of financing urban renewal projects under the Urban Renewal Law; 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-Myrtle Urban Renewal Plan"); and

WHEREAS, the City, by adoption of Ordinance No. 5596 on December 6, 1994, duly approved the River-Myrtle Urban Renewal Plan; 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 Urban Renewal Project Plan"); and

WHEREAS, following said public hearing, the City, by adoption of Ordinance No. 6362 on November 30, 2004, approved the River-Myrtle/Old Boise Urban Renewal Project Plan and made certain findings; and

WHEREAS, the Agency has, pursuant to Resolution No. 1478 adopted by the Board of Commissioners of the Agency on May 8, 2017 issued its "Urban Renewal Agency of Boise City, Idaho Redevelopment Bond, Series 2017A" in the principal amount of $13,000,000 (the "Series 2017A Bond") to finance, among other projects, the purchase of a condominium unit to be known as the "5th & Broad Public Parking Garage" containing 89 public parking spaces and a share of

certain common areas of a mixed use condominium building known as the "The Fowler Condominium No. 1" and which is located in the River-Myrtle/Old Boise Urban Renewal Area (as defined in the River-Myrtle/Old Boise Urban Renewal Project Plan); and

WHEREAS, the Series 2017A Bond was purchased by ZB, N.A. (the "Bondholder"); and

WHEREAS, the Agency has determined not to purchase the 5th & Broad Public Parking Garage condominium; and

WHEREAS, the Agency has decided to use the $2,600,000 of proceeds of the Series 2017A Bond, plus any investment income thereon, that was allocated to purchase the 5th & Broad Public Parking Garage condominium to assist in the financing of a library building (the "Library Project") to be owned by the City or the Agency and operated by the City; and

WHEREAS, the Library Project will be located in the River-Myrtle/Old Boise Urban Renewal Area; and

WHEREAS, it is necessary to amend Resolution No. 1478 to permit the proceeds of the Series 2017A Bond to be used to finance a portion of the costs of the Library Project; and

WHEREAS, the Bondholder has consented to such amendment of Resolution No. 1478.

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

Section 1. The definitions of "Completion Date" and "Improvement Project" in Section 101 of Resolution No. 1478 are hereby amended to read as follows:

> "Completion Date" means the latest of the (i) date of completion of the acquisition, construction and installation of the Streetscape Project, (ii) date of completion of the acquisition of the 11th & Front Public Parking Project, and (iii) the date on which the Agency has expended $2,600,000 of the proceeds of the Series 2017A Bond, plus any investment income thereon, on the Library Project.
>
> "Improvement Project" means, collectively, the Streetscape Project, the Library Project and the 11th & Front Public Parking Project.

Section 2. Section 101 of Resolution No. 1478 is hereby amended by deleting the definition of "5th & Broad Public Parking Project".

Section 3. Section 101 of the Resolution No. 1478 is hereby amended by adding the following new definition thereto:

> "Library Project" means the acquisition and construction of a new library building, or the renovation and expansion of the existing library building, owned or to be owned by the City or the Agency and operated by the City, to be located at 715 S. Capitol Boulevard, Boise, Idaho, which is within the River-Myrtle/Old Boise Urban Renewal Area.

Section 4. The second and third paragraphs of Section 403 of Resolution No. 1478 are hereby amended to read as follows:

> The Agency agrees to cause the 11th & Front Public Parking Project and the Streetscape Project to be acquired, constructed and installed in accordance with the plans and specifications therefor with all reasonable dispatch, subject only to delays beyond the reasonable control of the Agency. The Agency acknowledges that the moneys in the Construction Fund available to pay the Cost of Construction of the 11th and Front Public Parking Project and the Streetscape Project may not be sufficient to pay the Cost of Construction of such Projects in full, and agrees to complete the acquisition, construction and installation of such Projects and to pay that portion of the Cost of Construction in excess of the moneys available therefor in the Construction Fund from any moneys legally available for such purpose. The Agency agrees to disburse to the City the moneys in the Construction Fund allocable to the Library Project, which amount is $2,600,000, plus any investment income thereon, to reimburse the City for amounts paid by the City on the Library Project, upon satisfaction of the following conditions:
>
> (a) The Agency and the City shall have executed and delivered a binding agreement addressing the development and construction of the Library Project; and
>
> (b) The City shall have delivered to the Agency a fully executed and binding construction contract between the City and:
>
> > (1) a general contractor selected under the provisions of Idaho Code Section 67-2805 (2)(a) or 67-2805 (2)(b), which contract sets forth a definitive contract amount for the Library Project, or
> >
> > (2) a design builder selected under the provisions of Idaho Code Section 67-2309 which contract establishes a guaranteed maximum price or not to exceed price for delivery for the Library Project, or
> >
> > (3) a construction manager/general contractor (CM/GC) awarded under the provisions of Idaho Code Section 54-4511, which contract establishes a guaranteed maximum price for the Library Project, based upon bidding for all phases of the Library Project.
>
> Disbursements shall be made by the Agency to the City from time to time upon written evidence of work performed and costs therefore paid by the City under the applicable agreement set forth above. The Agency acknowledges that the moneys in Construction Fund available to pay the Cost of Construction of the Library Project will not be sufficient to pay the Cost of Construction of the Library Project in full.
>
> The Completion Date shall be evidenced by a certificate of the Agency stating that all moneys in the Construction Fund allocable to the Library Project ($2,600,000 plus all investment earned thereon) have been spent on the Library Project and that the 11th & Front Public Parking Project and the Streetscape Project have been

completed and, except for amounts to be retained by the Agency for any Cost of Construction of the 11th & Front Public Parking Project and the Streetscape Project not then due and payable, all such Costs of Construction have been paid. Notwithstanding the foregoing, such certificate shall be and shall state that it is given without prejudice to any rights of the Agency against third parties which exist at the date of such certificate or which may subsequently come into being. As soon as practicable and in any event not more than 60 days from the date of the certificate referred to in the preceding sentence, any balance remaining in the Construction Fund (other than the amount retained by the Agency pursuant to such certificate) shall be transferred by the Agency from the Construction Fund to (i) the Rebate Fund if necessary to enable the Agency to comply with Section 504 hereof or (ii) the Bond Fund to the extent of any remaining balance of such moneys to be applied against the next principal payment or payments coming due on the Series 2017 Bonds.

Section 5. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 6. This Resolution may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7. This Resolution shall be governed exclusively by and construed in accordance with the laws of the State.

Section 8. All bylaws, orders, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, or other resolution, or part thereof, heretofore repealed.

Section 9. Except as amended hereby, the provisions of Resolution No. 1478 are hereby ratified, approved and confirmed.

Section 10. This Resolution shall take effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Boise City, Idaho, on May 14, 2018. Signed by the Chair and attested by the Secretary on May 14, 2018.

APPROVED

By _____
Chair

Attest:

_____
Secretary

ATTACHMENT 2

URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO

RESOLUTION NO. 1478

PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF

REDEVELOPMENT BOND, SERIES 2017A
IN THE PRINCIPAL AMOUNT OF $13,000,000

AND

REFUNDING REDEVELOPMENT BOND, SERIES 2017B
IN THE PRINCIPAL AMOUNT OF $5,145,000

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RESOLUTION NO. 1478

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; AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF A REDEVELOPMENT BOND, SERIES 2017A IN THE PRINCIPAL AMOUNT OF $13,000,000 AND A REFUNDING REDEVELOPMENT BOND, SERIES 2017B IN THE PRINCIPAL AMOUNT OF $5,145,000; DESCRIBING THE BONDS; SETTING FORTH THE PURPOSES OF THE BONDS; ESTABLISHING FUNDS AND ACCOUNTS; PROVIDING FOR THE COLLECTION, HANDLING AND DISPOSITION OF AVAILABLE AGENCY REVENUES; ESTABLISHING COVENANTS WITH RESPECT TO THE BONDS, THE SECURITY FOR THE BONDS AND THE USE OF BOND PROCEEDS; PROVIDING FOR OTHER MATTERS RELATING TO THE ISSUANCE AND SALE OF THE BONDS; PROVIDING FOR THE PUBLICATION OF NOTICES NECESSARY IN CONNECTION WITH THE BONDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Agency is authorized to borrow money and to issue bonds for the purpose of financing urban renewal projects under the Urban Renewal Law; 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-Myrtle Urban Renewal Plan"); and

WHEREAS, the City, by adoption of Ordinance No. 5596 on December 6, 1994, duly approved the River-Myrtle Urban Renewal Plan; 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 Urban Renewal Project Plan"); and

WHEREAS, following said public hearing, the City, by adoption of Ordinance No. 6362 on November 30, 2004, approved the River-Myrtle/Old Boise Urban Renewal Project Plan and made certain findings; and

WHEREAS, the Agency has agreed (i) to make certain streetscape and other infrastructure improvements, to acquire and install geothermal line extensions and to acquire and install fiber optic cable lines, all of which will be owned and maintained by the City, (ii) to acquire a condominium unit to be known as the "5th & Broad Public Parking Garage" containing 89 public parking spaces and a share of certain common areas of a mixed use condominium building currently under construction to be known as the "The Fowler Condominium No. 1", and (iii) to acquire a condominium unit to be known as the "11th & Front Public Parking Garage" containing not less than 250 public parking spaces and a share of certain common areas of a four-story mixed-use parking garage currently under construction as part of the "Pioneer Crossing" development (collectively, the "Improvement Project"), all of which elements of the Improvement Project will be located in the River-Myrtle/Old Boise Urban Renewal Area (as defined in the River-Myrtle/Old Boise Urban Renewal Project Plan); and

WHEREAS, in order to provide financing for the Improvement Project, the Agency desires to authorize the issuance, sale and delivery of its "Urban Renewal Agency of Boise City, Idaho Redevelopment Bond, Series 2017A" in the principal amount of $13,000,000 (the "Series 2017A Bond") pursuant to this Resolution; and

WHEREAS, the Agency has heretofore issued its Refunding Redevelopment Bond, Series 2010B-1 in the original principal amount of $7,480,000 (the "Series 2010B-1 Bond") to refund certain bonds previously issued by the Agency to finance public improvements in the River-Myrtle/Old Boise Urban Renewal Area, of which $5,585,000 in principal amount is currently outstanding; and

WHEREAS, the Agency desires to current refund the Series 2010B-1 Bond to realize present value debt service savings (the "Refunding Project'); and

WHEREAS, in order to provide financing for the Refunding Project, the Agency desires to authorize the issuance, sale and delivery of its "Urban Renewal Agency of Boise City, Idaho Refunding Redevelopment Bond, Series 2017B" in the principal amount of $5,145,000 (the "Series 2017B Bond") pursuant to this Resolution; and

WHEREAS, a proposal to purchase the Series 2017A Bond and the Series 2017B Bond (collectively, the "Series 2017 Bonds") has been submitted by ZB, N.A. (the "Bondholder"); and

WHEREAS, all things necessary to make the Series 2017 Bonds when issued as in this Resolution provided, the valid, binding and legal obligations of the Agency according to the import thereof and to constitute this Resolution a valid assignment and pledge of the payments to be applied to the payment of the principal of and interest on the Series 2017 Bonds have been done and performed.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions. The following words and terms, as used in this Resolution, shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Additional Bonds" means any series of bonds, notes or other obligations of the Agency payable in whole or in part from Available Agency Revenues on a parity with the Series 2017 Bonds hereafter issued or incurred in compliance with the provisions of Section 516 hereof.

"Agency" means the Urban Renewal Agency of Boise City, Idaho, an independent public body corporate and politic, duly organized and existing under the laws of the State.

"Annual AHA Payments" means the Annual AHA Payments due and owing in each Fiscal Year pursuant to the Civic Plaza Business Term Sheet between the Agency and Civic Plaza LP, as amended and restated, attached as Attachment No. 11 to the Amended and Restated Avenue A Disposition and Development Agreement dated as of October 1, 2002, as amended from time to time, and including the First Amendment to the Amended and Restated Avenue A Disposition and Development Agreement dated as of September 1, 2011 among the Agency, Civic Partners Idaho LLC and Civic Plaza LP as assignee of Civic Partners Idaho LLC, as amended and restated.

"Annual Debt Service" means the amount of the principal of and interest on any or all Outstanding Bonds, Outstanding Parity Obligations and the proposed Additional Bonds, as applicable under Section 516 hereof, payable from River-Myrtle/Old Boise Incremental Tax Revenues to be paid in a Fiscal Year (excluding any optional redemptions during a Fiscal Year); provided that (i) the principal of and interest on any Bonds or Outstanding Parity Obligations, or any portions thereof, for the payment of which an Irrevocable Deposit has been made shall be excluded from any calculation pursuant to Section 516 hereof, (ii) interest on any Outstanding Bonds, Outstanding Parity Obligations or the proposed Additional Bonds shall be excluded to the extent it is provided from the proceeds of the Outstanding Bonds, Outstanding Parity Obligations or the proposed Additional Bonds, (iii) if the Outstanding Bonds, Outstanding Parity Obligations or the proposed Additional Bonds are subject to redemption or prepayment or tender for purchase at the option of the holder prior to maturity, the term of the Outstanding Bonds, Outstanding Parity Obligations or the proposed Additional Bonds will be deemed to be the stated term thereof, (iv) if the Outstanding Bonds, Outstanding Parity Obligations or the proposed Additional Bonds have 25% or more of the original principal amount thereof payable in any one Fiscal Year, such Outstanding Bonds, Outstanding Parity Obligations or the proposed Additional Bonds shall be treated for purposes of any calculation pursuant to Section 516 hereof as if the principal amount thereof were amortized on a level debt service basis over 20 years from the date of issuance or incurrence thereof and will be assumed to bear interest on the unpaid principal amount thereof at the fixed rate of interest equal to the Bond Buyer 30 Year Revenue Index of 25 Revenue Bonds as published in the most recent issue of The Bond Buyer (or any successor thereto) preceding the date of such calculation or if such Index is no longer published, of a comparable index selected by the Executive Director, (v) if the Outstanding Bonds, Outstanding

Parity Obligations or the proposed Additional Bonds are Variable Rate Obligations, unless clause (iv) above applies, the Bonds or Outstanding Parity Obligations shall be assumed to bear interest at a fixed rate equal to the average daily interest rate on such Bonds or Outstanding Parity Obligations during the twelve months preceding any calculation pursuant to Section 516 hereof or during such time the Outstanding Bonds have been Outstanding if less than twelve months, and the proposed Additional Bonds shall be assumed to bear interest at a fixed rate equal to the average daily interest rate such proposed Additional Bonds would have borne according to the applicable rate formula had they been Outstanding for the preceding twelve months and (vi) if any Outstanding Bonds or proposed Additional Bonds are (or evidence obligations under) a line of credit or other instrument under which the principal amount thereof is not, or is not required to be fully disbursed on the date of issuance and incurrence or have an original term of three years or less or are renewable at the option of the Agency for a period of three years or less from the date originally issued or incurred, the principal of and interest on such Outstanding Bonds or proposed Additional Bonds shall be calculated in the same manner as described in clause (iv) of this definition, assuming that the maximum principal amount permitted to be outstanding thereunder is Outstanding.

"Authorized Representative of the Agency" means the Chair, Vice Chair or Executive Director of the Agency.

"Available Agency Revenues" means those revenues available to the Agency for the payment of the Series 2017 Bonds and any Additional Bonds from any lawfully available sources, including, but not limited to, Net Parking Revenues and River-Myrtle/Old Boise Incremental Tax Revenues.

"Board" means the Board of Commissioners of the Agency as the same shall be duly and regularly constituted from time to time.

"Bond Counsel" means an attorney or firm of attorneys selected by the Agency and experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

"Bond Fund" means the Bond Fund created in Section 404 of this Resolution.

"Bonds" means the Series 2017 Bonds and any Additional Bonds.

"Bondholder" means ZB, N.A., a national banking association, and any other Person or Persons which have acquired ownership of the Series 2017A Bond or the Series 2017B Bond.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) a day on which commercial banks located in the State or the State of New York are required or authorized to close and (iii) a day on which the New York Stock Exchange is closed.

"Chair" means the Chair of the Board, or any presiding officer or titular head of the Board, or his or her successor in functions.

"City" means the City of Boise City, Ada County, Idaho.

"Code" means the Internal Revenue Code of 1986, as amended from time to time. Each reference to a Section of the Code shall be deemed to include the United States Treasury Regulations, including temporary and proposed regulations, relating to such Section which are applicable to the Series 2017 Bonds or the use of the proceeds thereof.

"Completion Date" means the date of completion of the acquisition, construction and installation of each of the Streetscape Project, the 5th & Broad Public Parking Project and the 11th & Front Public Parking Project.

"Construction Fund" means the Construction Fund created in Section 403 of this Resolution.

"Consultant's Report" means a report signed by a Feasibility Consultant, as may be appropriate to the subject of the report, including:

(a) a statement that the person or firm making or giving such report has read the pertinent provisions of this Resolution to which such report relates;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the report is based; and

(c) a statement that, in the opinion of such person or firm, sufficient examination or investigation was made as is necessary to enable said Feasibility Consultant to express an informed opinion with respect to the subject matter referred to in the report.

"Cost of Construction" means the cost of acquisition, construction and installation of the Improvement Project and the financing thereof, the cost, whether incurred by the Agency or another, of advance planning undertaken in connection with the Improvement Project, the cost of any indemnity and surety bonds and insurance premiums, allocable administrative and general expenses of the Agency, allocable portions of inspection expenses, financing charges, legal fees and fees and expenses of financial advisors and consultants in connection therewith, cost of audits, the cost of all machinery, apparatus and equipment, cost of engineering, the cost of utilities, architectural services, design, plans, specifications and surveys, estimates of cost, and all other expenses necessary or incident to determining the feasibility or practicability of the Improvement Project or any portion thereof, and such other expenses not specified herein as may be necessary or incident to the acquisition, construction and installation of the Improvement Project, the financing thereof and the placing of the same in use and operation.

"Costs of Issuance" means legal fees, accounting fees, fees for financial advisory services and all other fees, charges and expenses of the Agency with respect to or incurred in connection with the issuance, sale and delivery of the Series 2017 Bonds and the financing of the Project and all expenses incurred by the Agency in connection with the preparation and execution of this Resolution, and any amendments or supplements thereto.

"Costs of Issuance Fund" means the Costs of Issuance Fund created in Section 405 of this Resolution.

"Costs of Operation and Maintenance" means, with respect to the Parking System, the Agency's current expenses, paid or accrued, of operating, maintaining and repairing the Parking System. The term includes, without limitation, insurance premiums, utility charges, salaries and administrative expenses, accounting, legal, financial advisory, architectural and engineering expenses, fees and expenses of any fiduciaries under resolutions pursuant to which Outstanding Parity Obligations were, or Additional Bonds, Subordinate Bonds or Other Parking Obligations are, authorized, bond insurance, guaranty and/or letter of credit fees, interest and finance charges not paid from the proceeds of the Series 2017 Bonds, Outstanding Parity Obligations, Additional Bonds, Subordinate Bonds or Other Parking Obligations, trustee fees, paying agent and registrar fees and escrow agent fees not paid from the proceeds of the Series 2017 Bonds, Outstanding Parity Obligations, Additional Bonds, Subordinate Bonds or Other Parking Obligations, and any other normal expenses or contingencies required to be paid or provided for by the Agency, all to the extent properly attributable to the Parking System and payable by the Agency which are properly classified as operation and maintenance expenses under generally accepted accounting principles. The term also includes Annual AHA Payments. The term does not include any allowance for depreciation, any costs of reconstruction, improvement, extension or betterment, any accumulation of reserves for capital replacements, any reserves for operation, maintenance or repair, any allowance for the redemption of the Series 2017 Bonds, Outstanding Parity Obligations, Additional Bonds, Subordinate Bonds or Other Parking Obligations, or any legal liability not based on contract.

"11th & Front Public Parking Project" means a condominium unit containing not less than 250 parking spaces and a share of certain common areas of a four-story mixed use parking garage that is part of the "Pioneer Crossing" development to be located at the southwest corner of 11th and Front Streets, Boise, Idaho, which is located in the River-Myrtle/Old Boise Urban Renewal Area.

"Event of Default" means any occurrence or event specified in Section 601 hereof.

"Executive Director" means the Executive Director of the Agency, or his or her successor in functions.

"Feasibility Consultant" means an independent accounting, consulting, management, redevelopment, parking or financial services firm, selected by the Agency, which shall have the expertise appropriate to the subject of its Consultant's Report.

"5th & Broad Public Parking Project" means a condominium unit containing 89 parking spaces and a share of certain common areas of a mixed use condominium building to be known as The Fowler Condominium No. 1 to be located at 401 S. 5th Street between Myrtle and Broad Streets, Boise, Idaho, which is located in the River-Myrtle/Old Boise Urban Renewal Area.

"Fiscal Year" means the Agency's fiscal year, which is currently established pursuant to the Law to begin on October 1 and to end on September 30 of the next calendar year or any other 12 month period hereafter established as the fiscal year of the Agency.

"Funds" means the River-Myrtle/Old Boise Revenue Allocation Fund, the Parking Revenue Fund, the Bond Fund, the Construction Fund and the Costs of Issuance Fund.

"Improvement Project" means, collectively, the Streetscape Project, the 5th & Broad Public Parking Project and the 11th & Front Public Parking Project.

"Irrevocable Deposit" means the irrevocable deposit in trust with a Trust Bank of cash in an amount (or United States Government Obligations the principal of and interest on which will be in an amount) and under terms sufficient to pay all or a specified portion, as the same shall become due, of the principal of, premium, if any, and interest on any Bonds which would otherwise be considered Outstanding.

"Law" means, collectively, the Idaho Urban Renewal Law of 1965, being Title 50, Chapter 20, Idaho Code, as amended and supplemented, and the Local Economic Development Act, being Title 50, Chapter 29, Idaho Code, as amended and supplemented.

"Maximum Annual Debt Service" means the greatest amount of the Annual Debt Service to be paid during any Fiscal Year for the period beginning with the Fiscal Year in which any computation pursuant to Section 516 hereof is made and ending with the Fiscal Year in which any Outstanding Bonds or Outstanding Parity Obligations payable from the River-Myrtle/Old Boise Incremental Tax Revenues or any proposed Additional Bonds last becomes due at maturity.

"Net Parking Revenues" means all revenues of the Parking System of the Agency minus Costs of Operation and Maintenance.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel in form and substance acceptable to the Agency and the Bondholder, which opinion may be based on a ruling or rulings of the Internal Revenue Service.

"Other Available Agency Revenues" means any Available Agency Revenues other than Net Parking Revenues and River-Myrtle/Old Boise Incremental Tax Revenues.

"Other Parking Obligations" means bonds, notes or other obligations (other than Bonds and Outstanding Parity Obligations) of the Agency payable in whole or in part from Net Parking Revenues on a parity with the Series 2017 Bonds.

"Outstanding" means, when used with respect to the Series 2017 Bonds, any Additional Bonds or Other Parking Obligations, as of any given date, all unpaid principal amounts of the Series 2017 Bonds, all Additional Bonds and all Other Parking Obligations, as applicable which have been duly executed and delivered, except:

(a) Bonds or Other Parking Obligations cancelled by the Agency or by any agent on behalf of the Agency at or before such date;

(b) Bonds, or portions of Bonds, or Other Parking Obligations, or portions of Other Parking Obligations, for the payment or redemption of which cash or United States Government Obligations shall have been theretofore deposited in escrow with a Trust Bank (whether upon or prior to the maturity thereof or the redemption date of any such Bonds or Other Parking Obligations) in accordance with Section 701 hereof or any similar provision of the resolution of the Agency authorizing such Additional Bonds or such Other Parking Obligations; and

(c) any Series 2017 Bond in lieu of or in substitution for which another Series 2017 Bond has been delivered pursuant to Section 205 or Section 206 hereof and any Additional Bonds or Other Parking Obligations in lieu of or in substitution for which other Additional Bonds or Other Parking Obligations, as applicable, have been executed and delivered pursuant to the provisions of the resolution authorizing such Additional Bonds or Other Parking Obligations.

"Outstanding Parity Obligations" means all obligations of the Agency outstanding on the date of adoption of this Resolution payable from all or a portion of Available Agency Revenues on a parity with the Series 2017 Bonds, as set forth on Exhibit A hereto and incorporated herein by reference.

"Parking Revenue Fund" means the fund heretofore created designated "Parking Revenue Fund" referred to in Section 402 of this Resolution.

"Parking System" means (i) the public parking facilities owned by the Agency on the date of adoption of this Resolution as set forth in Exhibit B hereto and incorporated herein by reference and (ii) all other public parking facilities hereafter owned or operated by the Agency, including, for the purposes of both clauses (i) and (ii), all land, buildings, fixtures, improvements and real property associated therewith, together with all renewals and replacements thereof and all alterations, additions and improvements thereto.

"Person" means an individual, corporation, firm, association, partnership, trust or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"Project" means, collectively, (i) the Improvement Project and (ii) the Refunding Project.

"Qualified Investments" means any securities or other obligations permitted as investments of moneys of the Agency under the laws of the State.

"Rebate Fund" means the Rebate Fund created in Section 406 of this Resolution.

"Refunding Project" means the current refunding of the Series 2010B-1 Bond and the costs necessary therefor or incidental thereto.

"Resolution" means this Resolution adopted by the Board on May 8, 2017, as it may from time to time be amended or supplemented.

"River-Myrtle/Old Boise Incremental Tax Revenues" means the incremental tax revenues received by the Agency with respect to the River-Myrtle/Old Boise Urban Renewal Area pursuant to the Law, as provided in the River-Myrtle/Old Boise Urban Renewal Project Plan.

"River-Myrtle/Old Boise Revenue Allocation Fund" means the fund heretofore created designated "Revenue Allocation Fund" referred to in Section 402 of this Resolution.

"River-Myrtle/Old Boise Urban Renewal Area" means the urban renewal area described and defined by the River-Myrtle/Old Boise Urban Renewal Project Plan.

"River-Myrtle/Old Boise Urban Renewal Project Plan" means 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 approved by Ordinance No. 6362 of the City, adopted on November 30, 2004.

"Scheduled Debt Service" means, for the purpose of Section 516 hereof, for the Fiscal Year ended immediately preceding the issuance or incurrence of the proposed Additional Bonds, (i) the amount of interest required to be paid on Outstanding Bonds and Outstanding Parity Obligations, using the actual interest rates applicable thereto and without regard to any optional redemptions of the Bonds during such Fiscal Year and (ii) the amount of principal or similar payments required to be paid on Outstanding Bonds and Outstanding Parity Obligations, whether at maturity or on regularly scheduled mandatory redemption dates during such Fiscal Year pursuant to the resolution of the Agency authorizing such Bonds or Outstanding Parity Obligations or other documents evidencing such Bonds or Outstanding Parity Obligations; provided that (A) the principal of and interest on any Bonds or Outstanding Parity Obligations, or any portions thereof, for the payment of which an Irrevocable Deposit has been made prior to the commencement of such Fiscal Year shall be excluded from any calculation pursuant to Section 516 hereof and (B) interest on any Outstanding Bonds or Outstanding Parity Obligations shall be excluded to the extent it is provided from the proceeds of the Outstanding Bonds or Outstanding Parity Obligations.

"Secretary" means the Secretary of the Agency or his or her successor in functions.

"Senior Bonds" means any series of bonds, notes or other obligations of the Agency payable in whole or in part from River-Myrtle/Old Boise Incremental Tax Revenues superior and senior to the Series 2017 Bonds.

"Series 2010B-1 Bond" means the Urban Renewal Agency of Boise City, Idaho, Refunding Redevelopment Bond, Series 2010B-1 originally issued in the principal amount of $7,480,000.

"Series 2010B Bond Fund" means the fund by that name created in Section 404 of Resolution No. 1233 adopted by the Board on September 13, 2010.

"Series 2017A Bond" means the Urban Renewal Agency of Boise City, Idaho Redevelopment Bond, Series 2017A issued pursuant to this Resolution.

"Series 2017B Bond" means the Urban Renewal Agency of Boise City, Idaho Refunding Redevelopment Bond, Series 2017B issued pursuant to this Resolution.

"Series 2017 Bonds" means, collectively, (i) the Series 2017A Bond and (ii) the Series 2017B Bond.

"State" means the State of Idaho.

"Streetscape Project" means the street, utilities and other public improvements, including geothermal line extensions and fiber optic cable lines, to be acquired, constructed and installed in

an area bounded by Front Street, Myrtle Street, Capitol Boulevard and 2nd Street, Boise, Idaho, which is located in the River-Myrtle/Old Boise Urban Renewal Area.

"Subordinate Bonds" means any series of bonds, notes or other obligations of the Agency payable in whole or in part from Available Agency Revenues subordinate and junior to the Series 2017 Bonds.

"Tax Compliance Certificate" means the Tax Compliance Certificate delivered by the Agency in connection with the initial issuance and delivery of the Series 2017 Bonds, as modified from time to time pursuant to its terms.

"Total Agency Revenues" means, for the purposes of Section 515 hereof, the sum of (i) Available Agency Revenues collected in a Fiscal Year plus (ii) all incremental tax revenues received by the Agency pursuant to the Law from any urban renewal area (other than the River-Myrtle/Old Boise Urban Renewal Area) with respect to which the Agency has any outstanding bonds, notes or other obligations payable, in whole or in part, from Net Parking Revenues.

"Total Scheduled Debt Service" means for the purposes of any calculation pursuant to Section 515 hereof for a Fiscal Year (i) the amount of interest required to be paid on Outstanding Bonds and Outstanding Parity Obligations, using the actual interest rates applicable thereto and without regard to any optional redemptions of the Bonds or Outstanding Parity Obligations during such Fiscal Year, (ii) the amount of principal or other similar payments required to be paid on Outstanding Bonds and Outstanding Parity Obligations, whether at maturity or on regularly scheduled mandatory redemption dates during such Fiscal Year pursuant to the resolution of the Agency authorizing such Bonds or Outstanding Parity Obligations or other documents evidencing such Bonds or Outstanding Parity Obligations, (iii) the amount of interest required to be paid on any Outstanding Other Parking Obligations, using the actual interest rates applicable thereto and without regard to any optional redemptions of such Other Parking Obligations during such Fiscal Year and (iv) the amount of principal or other similar payments required to be paid on Outstanding Other Parking Obligations, whether at maturity or on regularly scheduled mandatory redemption dates during such Fiscal Year pursuant to the resolution of the Agency authorizing such Other Parking Obligations or other documents evidencing such Other Parking Obligations; provided that (A) the principal of and interest on any Bonds, Outstanding Parity Obligations or Other Parking Obligations, or any portions thereof, for the payment of which an Irrevocable Deposit has been made prior to the commencement of such Fiscal Year shall be excluded from any calculation pursuant to Section 515 hereof, (B) interest on any Outstanding Bonds, Outstanding Parity Obligations or Other Parking Obligations shall be excluded to the extent it is provided from the proceeds of the Outstanding Bonds, Outstanding Parity Obligations or Other Parking Obligations, (C) if any Outstanding Bonds, Outstanding Parity Obligations or Outstanding Other Parking Obligations are (or evidence obligations under) a line of credit or other instrument under which the principal amount thereof is not, or is not required to be fully disbursed on the date of issuance or incurrence or have an original term of three years or less, or are renewable at the option of the Agency for a period of three years or less from the date originally issued or incurred, the principal of and interest on such Outstanding Bonds, Outstanding Parity Obligations or Outstanding Other Parking Obligations shall be treated for purposes of any calculation pursuant to Section 515 hereof as if the principal amount thereof were amortized on a level debt service basis over 20 years from the date of issuance or

incurrence thereof and will be assumed to bear interest on the unpaid principal amount thereof at the fixed rate of interest equal to the Bond Buyer 30 Year Revenue Index of 25 Revenue Bonds as published in the most recent issue of The Bond Buyer (or any successor thereto) preceding the date of such calculation or if such Index is no longer published, of a comparable index selected by the Executive Director, assuming that the maximum principal amount permitted to be outstanding thereunder is Outstanding.

"Treasurer" means the Treasurer of the Agency or his or her successor in functions.

"Trust Bank" means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation (or any successors thereto) and of the Federal Reserve System, which has a capital and surplus of $10,000,000 or more, and which is located within the United States of America and is authorized to exercise and is exercising trust powers, and also means any branch of the Federal Reserve Bank.

"United States Government Obligations" means noncallable direct obligations of the United States of America.

"Variable Rate Obligations" means, as of any date of calculation pursuant to Section 516 hereof, Bonds, Outstanding Parity Obligations or proposed Additional Bonds the terms of which are such that interest thereon for any future period of time is expressed to be calculated at a rate which is not susceptible of precise determination.

"Vice Chair" means the Vice Chair of the Board, or his or her successor in functions.

Section 102. Rules of Construction. Unless the context shall otherwise require:

(a) an accounting term not otherwise defined herein shall have the meaning assigned to it in accordance with generally accepted accounting principles;

(b) references to Articles and Sections are to the Articles and Sections of this Resolution;

(c) words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders;

(d) unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa; and

(e) headings of Articles and Sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

Section 103. Resolution to Constitute Contract. In consideration of the purchase and acceptance of the Series 2017 Bonds by the Bondholder, the provisions of this Resolution shall be part of the contract of the Agency with the Bondholder, and shall be deemed to be for the benefit of the Bondholder.

ARTICLE II

THE SERIES 2017 BONDS

Section 201. Authorization of Project and Series 2017 Bonds. The Agency hereby authorizes and directs the appropriate officers and agents of the Agency to undertake the Improvement Project consistent with the terms of this Resolution. In order to provide financing to pay a portion of the Cost of Construction of the Improvement Project, there is hereby authorized and created under this Resolution an issue of bonds designated the "Urban Renewal Agency of Boise City, Idaho Redevelopment Bond, Series 2017A" in the principal amount of $13,000,000. The total principal amount of the Series 2017A Bond that may be issued and Outstanding hereunder is hereby expressly limited to $13,000,000. The Series 2017A Bond shall be issued as a single bond and dated as of its date of issuance. The Series 2017A Bond shall bear interest on the unpaid principal amount thereof from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from the date of the Series 2017A Bond. Interest shall be payable on each March 1 and September 1, commencing September 1, 2017, at the rate per annum as set forth on Part I of Exhibit C hereto and incorporated herein by reference. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

Installments of principal of the Series 2017A Bond shall be payable on each September 1 in the years and in the amounts set forth on Part I of Exhibit C hereto. The Series 2017A Bond shall mature on September 1, 2024 and all unpaid principal and interest shall be due and payable on such date.

The Agency hereby authorizes and directs the appropriate officers and agents of the Agency to undertake the Refunding Project consistent with the terms of this Resolution. In order to provide financing to pay the cost of current refunding the Series 2010B-1 Bond, there is hereby authorized and created under this Resolution an issue of bonds designated the "Urban Renewal Agency of Boise City, Idaho Refunding Redevelopment Bond, Series 2017B" in the principal amount of $5,145,000. The total principal amount of the Series 2017B Bond that may be issued and Outstanding hereunder is hereby expressly limited to $5,145,000. The Series 2017B Bond shall be issued as a single bond and dated as of its date of issuance. The Series 2017B Bond shall bear interest on the unpaid principal amount thereof from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from the date of the Series 2017B Bond. Interest shall be payable on each March 1 and September 1, commencing September 1, 2017, at the rate per annum as set forth on Part II of Exhibit C hereto and incorporated herein by reference. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

Installments of principal of the Series 2017B Bond shall be payable on each September 1 in the years and in the amounts set forth on Part II of Exhibit C hereto. The Series 2017B Bond shall mature on September 1, 2024 and all unpaid principal and interest shall be due and payable on such date.

If any installment of principal of a Series 2017 Bond is not paid when due, interest shall continue at its stated rate per annum until such installment is paid in full.

Section 202. Payment and Ownership of Series 2017 Bonds. The final payment of the principal of and interest on each Series 2017 Bond shall be payable by check in immediately available funds at the principal office of the Agency, upon presentation and surrender of the Series 2017A Bond or the Series 2017B Bond, as the case may be. Payments of the principal of and interest on the Series 2017 Bonds prior to the final payment thereof shall be made by wire transfer of immediately available funds by the Agency to the Bondholder at its address furnished to the Agency. Alternative means of payment of principal and interest, including the final payment thereof, may be used if mutually agreed upon between the Bondholder and the Agency. All such payments shall be made in lawful money of the United States of America.

Except as provided in Section 206 hereof, (i) the Bondholder shall be deemed and regarded as the absolute owner of the Series 2017 Bonds for all purposes of this Resolution, (ii) payment of or on account of the principal of and interest on the Series 2017 Bonds shall be made only to or upon the order of the Bondholder in the manner permitted by this Resolution, and (iii) to the extent permitted by law, the Agency shall not be affected by notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Series 2017 Bonds, including, without limitation, the interest thereon, to the extent of the amount or amounts so paid.

Section 203. Execution; Limited Obligation. The Series 2017 Bonds shall be executed in the name and on behalf of the Agency by the manual signatures of the Chair or the Vice Chair and the Treasurer of the Agency and attested by the manual signature of the Secretary of the Agency. In case any officer who shall have signed either of the Series 2017 Bonds shall cease to be such officer of the Agency before such Series 2017 Bond has been delivered or sold, such Series 2017 Bond with the signatures thereto affixed may, nevertheless, be delivered, and may be sold by the Agency, as though the person or persons who signed such Series 2017 Bond had remained in office.

The Series 2017 Bonds shall be special, limited obligations of the Agency and the Series 2017 Bonds, together with the interest accruing thereon, shall be payable and collectible solely out of Available Agency Revenues on deposit in the Bond Fund, any amounts transferred to the Bond Fund pursuant to Sections 403 and 406 hereof and income earned from the investment of moneys on deposit in the Bond Fund. The Bondholder may not look to any general or other fund of the Agency for the payment of principal of or interest thereon except the Available Agency Revenues on deposit in the Bond Fund, any amounts transferred to the Bond Fund pursuant to Sections 403 and 406 hereof and income earned from the investment of moneys on deposit in the Bond Fund. The Series 2017 Bonds shall not constitute an indebtedness within the meaning of any Constitutional or statutory debt limitation or restriction, and shall not constitute a general obligation or debt of the City, the State, or any of its political subdivisions. In no event shall the Series 2017 Bonds give rise to a general obligation or liability of the Agency, the City, the State, or any of its political subdivisions, or give rise to a charge against their general credit or taxing powers, or be payable out of any funds or properties other than Available Agency Revenues on deposit in the Bond Fund, any amounts transferred to the Bond Fund pursuant to Sections 403 and 406 hereof and income earned from the investment of moneys on deposit in the Bond Fund. Nothing herein shall be construed to pledge revenues from, or give a security interest in, any revenues, properties or facilities of the Agency except as provided in Section 401 hereof.

Section 204. Form of Series 2017 Bonds. The Series 2017A Bond shall be substantially in the form set forth in Exhibit D hereto and incorporated herein by reference, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution or deemed necessary by the Agency. The Series 2017B Bond shall be substantially in the form set forth in Exhibit E hereto and incorporated herein by reference, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution or deemed necessary by the Agency.

Section 205. Restrictions on Transfer. Notwithstanding any provision of this Resolution to the contrary, the Series 2017 Bonds may not be transferred and any such purported transfer of either Series 2017 Bond will not be effective unless such transfer complies with all applicable state and federal securities laws.

Section 206. Mutilated, Lost, Stolen or Destroyed Series 2017 Bonds. In the event either Series 2017 Bond is mutilated, lost, stolen or destroyed, the Agency may execute a new Series 2017 Bond of like form, tenor and series as that mutilated, lost, stolen or destroyed; provided that, in the case of a mutilated Series 2017 Bond, such mutilated Series 2017 Bond shall first be surrendered to the Agency, and in the case of any lost, stolen or destroyed Series 2017 Bond, there shall be first furnished to the Agency evidence of such loss, theft or destruction satisfactory to the Agency.

Any duplicate Series 2017 Bond issued and authenticated pursuant to this Section shall constitute an original contractual obligation of the Agency (whether or not the lost, stolen or destroyed Series 2017 Bond is at any time found by anyone).

The Series 2017 Bonds shall be held and owned upon the express condition that the foregoing provisions, to the extent permitted by law, are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen bonds, negotiable instruments or other securities, and shall preclude any and all other rights or remedies.

Section 207. Delivery of Series 2017 Bonds; Application of Proceeds. The Agency shall execute and deliver the Series 2017 Bonds to the Bondholder upon payment to the Agency of the purchase price therefor of $18,145,000 in immediately available funds and upon satisfaction of the conditions hereinafter in this Section provided.

Prior to the delivery of the Series 2017 Bonds, there shall be filed with or delivered:

(a) to the Bondholder, copies, duly certified by the Secretary of the Agency, of this Resolution authorizing the issuance and sale of the Series 2017 Bonds, as adopted and approved by the Board;

(b) to the Agency, investor letters from the Bondholder, substantially in the form set forth in Exhibit F hereto and incorporated herein by reference;

(c) to the Bondholder, the opinion of Elam & Burke, P.A., counsel to the Agency, in form and substance satisfactory to the Bondholder;

(d) to the Agency and the Bondholder, an opinion of Sherman & Howard, L.L.C. bond counsel, as to the validity of the Series 2017 Bonds and the tax exempt status of interest on the Series 2017 Bonds, in form and substance satisfactory to the Agency and the Bondholder; and

(e) to the Bondholder and the Agency, such other closing documents and opinions of counsel required by this Resolution or Bond Counsel.

The proceeds of the Series 2017A Bond shall be deposited as follows:

(1) Into the Construction Fund, the amount of $12,903,735.87; and

(2) Into the Costs of Issuance Fund, the balance of the proceeds derived from such sale.

The proceeds of the Series 2017B Bond shall be deposited as follows:

(3) Into the Series 2010B Bond Fund, the amount of $5,104,504.73; and

(4) Into the Costs of Issuance Fund, the balance of the proceeds derived from such sale.

Section 208. Cancellation. When either Series 2017 Bond shall be delivered to the Agency for the cancellation thereof pursuant to this Resolution, upon payment of the principal amount and interest represented thereby or for replacement pursuant to Section 206 hereof, such Series 2017 Bond shall be promptly canceled and destroyed by the Agency.

ARTICLE III

REDEMPTION OF SERIES 2017 BONDS

Section 301. Optional Redemption of Series 2017 Bonds. Installments of principal of the Series 2017 Bonds are subject to optional redemption prior to their due date by the Agency in whole or in part on any date at a redemption price equal to 100% of the principal amount thereof to be redeemed and accrued interest thereon to the redemption date.

Section 302. Partial Redemption. If less than all of the principal amount of a Series 2017 Bond is to be redeemed, the installments of principal to be prepaid shall be applied in inverse order of maturity of the principal installments of the Series 2017A Bond or the Series 2017B Bond, as applicable.

Section 303. Notice of Redemption. In case of every redemption, the Agency shall cause notice of such redemption to be given by electronic mail, facsimile transmission or first-class mail, postage prepaid, to the Bondholder in each case not more than sixty nor less than thirty days prior to the redemption date. Each notice of redemption shall specify the series of the Series 2017 Bonds to be redeemed, the date fixed for redemption, the amount of principal to be redeemed, the redemption price, the place or places of payment, that in the case of redemption in whole of a Series 2017 Bond payment will be made upon presentation and surrender of such

Series 2017 Bond, that interest accrued to the date fixed for redemption will be paid as specified in said notice, and that on and after said date interest on the installments of principal to be redeemed will cease to accrue.

Section 304. Principal Installments Due and Payable on Redemption Date; Interest Ceases to Accrue. On the redemption date the installments of principal of the Series 2017 Bonds to be redeemed, together with the accrued interest thereon to such date, shall become due and payable and from and after such date, notice having been given and such payment having been made, no further interest shall accrue on the installments of principal redeemed. From and after such date of redemption (such notice having been given and such payment having been made), the Agency shall be under no further liability in respect of the installments of principal of the Series 2017 Bonds redeemed.

ARTICLE IV

REVENUES AND FUNDS

Section 401. Source of Payment of Series 2017 Bonds; Pledge. The Series 2017 Bonds and all payments to be made by the Agency thereon and into the Funds and the Rebate Fund are not general obligations of the Agency, but are special, limited obligations payable solely from (i) amounts paid hereunder by the Agency from Available Agency Revenues into the Bond Fund to the extent herein provided, (ii) any amounts transferred to the Bond Fund pursuant to Sections 403 and 406 hereof and (iii) income earned from the temporary investment of moneys on deposit in the Bond Fund.

The Agency hereby pledges for the benefit of the Bondholder for the payment of the Series 2017 Bonds the amounts on deposit in the Bond Fund. The Series 2017 Bonds, together with the interest accruing thereon, shall be payable and collectible solely out of the Available Agency Revenues on deposit in the Bond Fund, any amounts transferred to the Bond Fund pursuant to Sections 403 and 406 hereof and income earned from the investment of moneys on deposit in the Bond Fund and the Bondholder may not look to any other funds of the Agency for the payment of principal of or interest thereon. The Series 2017 Bonds shall not constitute an indebtedness within the meaning of any Constitutional or statutory debt limitation or restriction, and shall not constitute a general obligation or debt of the City, the State, or any of its political subdivisions. In no event shall the Series 2017 Bonds give rise to a general obligation or liability of the Agency, the City, the State, or any of its political subdivisions, or give rise to a charge against their general credit or taxing powers, or be payable out of any funds or properties other than Available Agency Revenues on deposit in the Bond Fund, any amounts transferred to the Bond Fund pursuant to Sections 403 and 406 hereof and income earned from the investment of moneys on deposit in the Bond Fund. Nothing herein shall be construed to pledge revenues from, or give a security interest in, any revenues, properties or facilities of the Agency except as hereinabove provided.

Such pledge shall be valid and binding from the time when the pledge is made and the amounts on deposit in the Bond Fund shall immediately be subject to such pledge without any physical delivery thereof or further act, and such pledge shall be valid and binding as against all

parties having claims of any kind in tort, contract or otherwise against the Agency, irrespective of whether such parties have notice thereof.

Section 402. Revenue Funds.

(a) River-Myrtle/Old Boise Revenue Allocation Fund. There has heretofore been created by the Agency a fund, held by the Agency, separate and apart from all other funds of the Agency, designated the "Revenue Allocation Fund" (the "River-Myrtle/Old Boise Revenue Allocation Fund"). All River-Myrtle/Old Boise Incremental Tax Revenues shall be promptly deposited upon receipt by the Agency into the River-Myrtle/Old Boise Revenue Allocation Fund. The River-Myrtle/Old Boise Incremental Tax Revenues deposited therein shall be used only for the following purposes and in the following order of priority:

FIRST: to pay the interest on the Series 2017 Bonds by deposits into the Bond Fund, to pay interest on any series of Additional Bonds payable from the River-Myrtle/Old Boise Incremental Tax Revenues by deposits into the bond funds created therefor and to pay interest on any Outstanding Parity Obligations payable from the River-Myrtle/Old Boise Incremental Tax Revenues;

SECOND: to pay the principal of the Series 2017 Bonds by deposits into the Bond Fund, to pay principal of and premium, if any, on any series of Additional Bonds payable from the River-Myrtle/Old Boise Incremental Tax Revenues by deposits into the bond funds created therefor and to pay principal of and premium, if any, on or other amounts payable on any Outstanding Parity Obligations payable from the River-Myrtle/Old Boise Incremental Tax Revenues;

THIRD: to make deposits into any reserve fund created for a series of Additional Bonds payable from the River-Myrtle/Old Boise Incremental Tax Revenues and to make deposits into any reserve fund created for any Outstanding Parity Obligations payable from the River-Myrtle/Old Boise Incremental Tax Revenues;

FOURTH: to make deposits into the Rebate Fund, to make deposits into any rebate fund created for a series of Additional Bonds payable from the River-Myrtle/Old Boise Incremental Tax Revenues and to make deposits into any rebate fund created for any Outstanding Parity Obligations payable from the River-Myrtle/Old Boise Incremental Tax Revenues;

FIFTH: to pay the principal of, premium, if any, and interest on any Subordinate Bonds payable from the River-Myrtle/Old Boise Incremental Tax Revenues, including reasonable reserves therefor, and for rebate of amounts to the United States Treasury with respect to such Subordinate Bonds; and

SIXTH: for any other lawful purpose of the Agency.

(b) Parking Revenue Fund. There has heretofore been created by the Agency a fund, held by the Agency, separate and apart from all other funds of the Agency, designated the "Parking Revenue Fund" (the "Parking Revenue Fund"). All revenues of the Parking System shall be promptly deposited upon receipt by the Agency into the Parking Revenue Fund.

Nothing herein prohibits the Agency from establishing such separate accounts within the Parking Revenue Fund as it may choose. The revenues deposited in the Parking Revenue Fund shall be used only for the following purposes and in the following order of priority:

FIRST: to pay the Costs of Operation and Maintenance;

SECOND: to pay the interest on the Series 2017 Bonds by deposits into the Bond Fund, to pay interest on any series of Additional Bonds payable from the Net Parking Revenues by deposits into the bond funds created therefor and to pay interest on any Outstanding Parity Obligations or Other Parking Obligations payable from the Net Parking Revenues;

THIRD: to pay the principal of the Series 2017 Bonds by deposits into the Bond Fund, to pay principal of and premium, if any, on any series of Additional Bonds payable from the Net Parking Revenues by deposits into the bond funds created therefor and to pay the principal of and premium, if any, on or other amounts payable on any Outstanding Parity Obligations or Other Parking Obligations payable from the Net Parking Revenues;

FOURTH: to make deposits into any reserve fund created for a series of Additional Bonds payable from the Net Parking Revenues and to make deposits into any reserve fund created for any Outstanding Parity Obligations or Other Parking Obligations payable from the Net Parking Revenues;

FIFTH: to make deposits into the Rebate Fund, to make deposits into any rebate fund created for a series of Additional Bonds payable from the Net Parking Revenues and to make deposits into any rebate fund created for any Outstanding Parity Obligations or Other Parking Obligations payable from the Net Parking Revenues;

SIXTH: to pay the principal of, premium, if any, and interest on Subordinate Bonds payable from the Net Parking Revenues, including reasonable reserves therefor, and for rebate of amounts to the United States Treasury with respect to such Subordinate Bonds; and

SEVENTH: for any other lawful purpose of the Agency.

(c) Other Revenues. So long as no deficiency then exists in the amount required to be on deposit in the Bond Fund, any Other Available Agency Revenues may be used by the Agency for any lawful purpose of the Agency, including, without limitation, the purposes described in clauses FIRST through FIFTH of subsection (a) of this Section and FIRST through SIXTH of subsection (b) of this Section.

Section 403. Construction Fund. There is hereby created a fund, to be held by the Agency, separate and apart from all other funds of the Agency, designated the "Series 2017A Construction Fund" (the "Construction Fund"). Upon the issuance of the Series 2017A Bond, $12,903,735.87 of the proceeds of the Series 2017A Bond shall be deposited into the Construction Fund. Except as otherwise provided in this Resolution, moneys on deposit in the Construction Fund shall be used solely to pay the Cost of Construction of the Improvement

Project. The Agency, in its discretion, may deposit additional moneys into the Construction Fund. There shall be retained in the Construction Fund interest and other income received on investment of Construction Fund moneys to the extent provided in Section 407 hereof. Amounts on deposit in the Construction Fund are not subject to a lien thereon or pledge thereof for the benefit of the Bondholder.

The Agency agrees to cause the 5th & Broad Public Parking Project, the 11th & Front Public Parking Project and the Streetscape Project to be acquired, constructed and installed in accordance with the plans and specifications therefor with all reasonable dispatch, subject only to delays beyond the reasonable control of the Agency. The Agency acknowledges that the moneys in the Construction Fund available to pay the Cost of Construction may not be sufficient to pay the Cost of Construction with respect to the Improvement Project in full, and agrees to complete the acquisition, construction and installation of the Improvement Project and to pay that portion of the Cost of Construction in excess of the moneys available therefor in the Construction Fund from any moneys legally available for such purpose.

The Completion Date shall be evidenced by a certificate of the Agency stating that the 5th & Broad Public Parking Project, the 11th & Front Public Parking Project and the Streetscape Project have been completed and, except for amounts to be retained by the Agency for any Cost of Construction not then due and payable, all Costs of Construction have been paid. Notwithstanding the foregoing, such certificate shall be and shall state that it is given without prejudice to any rights of the Agency against third parties which exist at the date of such certificate or which may subsequently come into being. As soon as practicable and in any event not more than 60 days from the date of the certificate referred to in the preceding sentence, any balance remaining in the Construction Fund (other than the amount retained by the Agency pursuant to such certificate) shall be transferred by the Agency from the Construction Fund to (i) the Rebate Fund if necessary to enable the Agency to comply with Section 504 hereof or (ii) the Bond Fund to the extent of any remaining balance of such moneys to be applied against the next principal payment or payments coming due on the Series 2017 Bonds.

Upon the redemption of the Series 2017A Bond in whole, any moneys in the Construction Fund may, at the option of the Agency, be transferred to the Bond Fund and shall be applied to the payment of the principal of and interest coming due on the Series 2017A Bond upon such redemption.

Section 404. Bond Fund. There is hereby created a fund, to be held by the Agency, separate and apart from all other funds of the Agency, designated the "Series 2017 Bond Fund" (the "Bond Fund"). On or before the second Business Day prior to the last day of each month, concurrently with any payments required to be made with respect to the interest on any Additional Bonds and payments required to be made with respect to the interest on any Outstanding Parity Obligations or Other Parking Obligations payable in whole or in part from Available Agency Revenues, the Agency shall deposit in the Bond Fund from Available Agency Revenues available therefor pursuant to Section 402 hereof an amount which, together with an equal amount to be deposited on or before the second Business Day prior to the last day of each succeeding month occurring prior to the next succeeding interest payment date for the Series 2017 Bonds, will be not less than the amount of interest to become due on the Series 2017 Bonds on such interest payment date. On or before the second Business Day prior to the last day of

each month, commencing with the later of the month in which the Series 2017 Bonds are issued or 12 months prior to the first principal payment date for the Series 2017 Bonds, concurrently with any payments required to be made with respect to the principal of any Additional Bonds and payments required to be made with respect to the principal of any Outstanding Parity Obligations or Other Parking Obligations payable in whole or in part from Available Agency Revenues, the Agency shall deposit in the Bond Fund from Available Agency Revenues available therefor pursuant to Section 402 hereof an amount which, together with an equal amount to be deposited on or before the second Business Day prior to the last day of each succeeding month occurring prior to the next principal payment date for the Series 2017 Bonds, will be not less than the amount of principal to become due on the Series 2017 Bonds on such principal payment date. Notwithstanding the immediately preceding two sentences, any amount in the Bond Fund on a payment date in excess of the amount then required to be on deposit therein shall be credited against the payment due on such date. In addition, any moneys paid by the Agency with respect to the redemption price of installments of principal of the Series 2017 Bonds to be redeemed pursuant to Section 301 hereof shall be deposited in the Bond Fund or in a fund or account established pursuant to Section 701 hereof.

Except as provided Section 406 hereof and in the Tax Compliance Certificate, moneys in the Bond Fund shall be used solely to pay principal of and interest on the Series 2017 Bonds when due. On each date on which the principal of or interest, or redemption price, is due on the Series 2017 Bonds, the Agency shall pay to the Bondholder moneys from the Bond Fund which are available for the purpose of paying, and are sufficient to pay, the principal of and interest on the Series 2017 Bonds.

Section 405. Costs of Issuance Fund. There is hereby created a fund, to be held by the Agency, separate and apart from all other funds of the Agency designated the "Series 2017 Costs of Issuance Fund" (the "Costs of Issuance Fund"). Upon the issuance of the Series 2017 Bonds, there shall be deposited into the Costs of Issuance Fund (i) from the proceeds of the Series 2017A Bond the amount remaining after the deposit therefrom into the Construction Fund and (ii) from the proceeds of the Series 2017B Bond the amount remaining after the deposit therefrom into the Series 2010 Bond Fund. Moneys in the Costs of Issuance Fund shall be used by the Agency to pay the Costs of Issuance. Upon payment of all Costs of Issuance, any balance remaining in the Costs of Issuance Fund shall be transferred by the Agency to the Construction Fund. Amounts on deposit in the Costs of Issuance Fund are not subject to a lien thereon or pledge thereof for the benefit of the Bondholder.

Section 406. Rebate Fund. There is hereby created a fund, to be held by the Agency, separate and apart from all other funds of the Agency, designated the "Series 2017 Rebate Fund" (the "Rebate Fund"). The Agency shall deposit Available Agency Revenues in the Rebate Fund pursuant to Section 402 hereof in such amounts as are required to comply with Section 148(f) of the Code and the Tax Compliance Certificate with respect to the Series 2017 Bonds. In addition, notwithstanding any other provision of this Resolution, any investment income or other gain on moneys in any of the Funds may be transferred to the Rebate Fund to enable the Agency to satisfy the requirements of Section 148(f) of the Code with respect to the Series 2017 Bonds. Moneys in the Rebate Fund shall be paid to the United States in the amounts and at the times required by the Code. Upon receipt by the Agency of an Opinion of Bond Counsel to the effect that the amount in the Rebate Fund is in excess of the amount required to be contained therein,

such excess shall be transferred by the Agency to the Bond Fund. Amounts on deposit in the Rebate Fund are not subject to a lien thereon or pledge thereof for the benefit of the Bondholder.

Section 407. Investment of Funds and Rebate Fund. The Agency shall invest moneys on deposit in the Funds and the Rebate Fund in Qualified Investments, provided that the Qualified Investments shall mature in the amounts and at the times necessary to provide funds to make the payments to which such moneys are applicable.

Any moneys in any Fund may be commingled with any moneys in any other Fund for investment purposes. Moneys in the Rebate Fund shall not be commingled with any other moneys. Any investments shall be held by or under the control of the Agency and shall be deemed at all times a part of the Fund or the Rebate Fund from which the investment was made. Subject to the provisions of Section 406 hereof, any interest or other gain and any loss from investments of moneys in any Fund or the Rebate Fund shall be charged to such Fund or the Rebate Fund.

ARTICLE V

GENERAL COVENANTS

Section 501. Payment of Principal and Interest. The Agency covenants that it will promptly pay the principal of and interest on the Series 2017 Bonds issued under this Resolution at the place, on the dates, from the sources and in the manner provided herein and in the Series 2017 Bonds according to the true intent and meaning thereof. The principal of and interest on the Series 2017 Bonds are payable solely from Available Agency Revenues on deposit in the Bond Fund, any amounts transferred to the Bond Fund pursuant to Sections 403 and 406 hereof and income earned from the investment of moneys on deposit in the Bond Fund.

Section 502. Performance of Covenants; Legal Authorization. The Agency covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Resolution, in the Series 2017 Bonds and in all proceedings of the Board pertaining thereto. The Agency represents that it is duly authorized under the Constitution and laws of the State to issue the Series 2017 Bonds and to adopt this Resolution; that all action on its part for the issuance of the Series 2017 Bonds and the adoption of this Resolution has been duly and effectively taken; and that the Series 2017 Bonds in the hands of the Bondholder are and will be the valid and enforceable obligations of the Agency according to the import thereof.

Section 503. Books and Records. The Agency covenants that so long as the Series 2017 Bonds are Outstanding and unpaid, it will keep, or cause to be kept, proper books of record and account with respect to Available Agency Revenues, including such records as are required by the Tax Compliance Certificate, which shall be made available to the Bondholder upon reasonable notice to the Agency.

Section 504. Tax Covenant. The Agency hereby covenants for the benefit of the Bondholder that it will not take any action or omit to take any action with respect to the Series 2017 Bonds, the proceeds thereof, any other funds of the Agency or the facilities financed or refinanced by the proceeds of the Series 2017 Bonds if such action or omission (i) would cause

the interest on the Series 2017 Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, (ii) would cause interest on the Series 2017 Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code, except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income or (iii) would cause interest on the Series 2017 Bonds to lose its exclusion from State taxable income under present State law. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Series 2017 Bonds until the date on which all obligations of the Agency in fulfilling the above covenant under the Code have been met.

Section 505. Against Encumbrances. Except as provided in this Resolution, the Agency will not hereafter mortgage or otherwise encumber, pledge, or place any charge upon any of the River-Myrtle/Old Boise Incremental Tax Revenues or Net Parking Revenues and will not issue any Senior Bonds or any obligation or security payable in whole or in part from the River-Myrtle/Old Boise Incremental Tax Revenues which has a right to payment on a parity with the payment therefrom of the Series 2017 Bonds. Nothing in this Resolution prevents the Agency from issuing Subordinate Bonds at any time.

Section 506. Management and Operation of Parking System. The Agency will manage and operate all properties owned by the Agency and comprising any part of the Parking System in a sound and business-like manner and in conformity with all valid requirements of any governmental authority relative to the Parking System or any part thereof, will maintain the same in good repair, working order and condition and will keep such properties insured at all times in conformity with sound business practice.

Section 507. Disposal of Parking System. Neither all nor substantially all of the Parking System shall be sold, leased, mortgaged, pledged, encumbered, alienated or otherwise disposed of, so long as the Series 2017 Bonds are Outstanding. The Agency may sell or otherwise dispose of properties, facilities and assets of the Parking System at any time and from time to time which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the Parking System or are no longer necessary, material to or useful in such operation. In addition to sales or disposals permitted by the immediately preceding sentence, the Agency may sell, exchange or otherwise dispose of property, facilities and assets of the Parking System at any time and from time to time and may lease, contract or grant licenses for the operation of, or make arrangements for the use of, or grant easements or other rights to the properties, facilities and assets of the Parking System provided that either (i) the Agency shall receive either cash or real or personal property in consideration therefor equal to the fair market value of such property, facilities or assets of the Parking System subject to such action, as certified by an Authorized Representative of the Agency or (ii) the Bondholder receives a certificate of an Authorized Representative of the Agency stating that no Event of Default has occurred and is continuing and demonstrating that the Agency would have been in compliance with Section 515 hereof for the most recent Fiscal Year, adjusting Total Agency Revenues to exclude the revenue and expenses attributable to the property, facilities or assets of the Parking System proposed to be sold, exchanged or disposed of. Any proceeds of any such sale, exchange or other disposition received and not used to replace such property so sold or so exchanged or otherwise so disposed of, shall be deposited by the Agency in the Parking Revenue Fund or into

a special book account for the betterment, enlargement, extension, other improvement and equipment of the Parking System, or any combination thereof, as the Agency may determine, and any proceeds of any such lease received shall be deposited by the Agency in the Parking Revenue Fund.

Exhibit B hereto may be changed from time to time to reflect additions thereto or deletions therefrom upon delivery of an updated Exhibit B by an Authorized Representative of the Agency to the Bondholder and substituting a copy thereof in the Agency's records pertaining to this Resolution. The Board hereby authorizes the Authorized Representatives of the Agency to take such action without the necessity of further Board approval.

Section 508. Protection of Security and Rights of Bondholder. The Agency will preserve and protect the security of the Series 2017 Bonds and the rights of the Bondholder, and will warrant and defend its rights against all claims and demands of all Persons. From and after the sale and delivery of the Series 2017 Bonds by the Agency, the Series 2017 Bonds shall be incontestable by the Agency.

Section 509. Further Assurances. The Agency will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution and for the better assuring and confirming unto the Bondholder the rights and benefits provided in this Resolution.

Section 510. Amendment of River-Myrtle/Old Boise Urban Renewal Project Plan. The Agency will not amend the River-Myrtle/Old Boise Urban Renewal Project Plan except as provided in this Section. If the Agency proposes to amend the River-Myrtle/Old Boise Urban Renewal Project Plan, it shall cause to be filed with the Bondholder an urban development Consultant's Report on the effect of such proposed amendment. If the Consultant's Report concludes that the River-Myrtle/Old Boise Incremental Tax Revenues will not be materially reduced by such proposed amendment, the Agency may undertake such amendment. If the Consultant's Report concludes that the River-Myrtle/Old Boise Incremental Tax Revenues will be materially reduced by such proposed amendment, the Agency shall not undertake such proposed amendment.

Section 511. River-Myrtle/Old Boise Incremental Tax Revenues. The Agency shall comply with all applicable provisions of the Law concerning the annual receipt of the River-Myrtle/Old Boise Incremental Tax Revenues.

Section 512. Maintain Existence. The Agency will maintain its existence as an urban renewal agency so long as the Series 2017 Bonds are Outstanding.

Section 513. General. The Agency shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Agency under the provisions of the Law and this Resolution.

Upon the date of delivery of the Series 2017 Bonds, all conditions, acts and things required by law and this Resolution to exist, to have happened and to have been performed precedent to and in the issuance of the Series 2017 Bonds shall exist, have happened and have

been performed, and the Series 2017 Bonds, together with all other indebtedness of the Agency, shall comply in all respects with the applicable laws of the State.

The Series 2017 Bonds are issued in connection with an urban renewal project, as defined in the Law. Accordingly, in any suit, action, or proceedings involving the validity or enforceability of the Series 2017 Bonds, the Series 2017 Bonds shall be conclusively deemed to have been issued for such purpose and such urban renewal project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of the Law.

Section 514. Reasonable and Adequate Charges. While the Series 2017 Bonds remain Outstanding and unpaid, the fees, rates and other charges due to the Agency for the use of and services rendered by the Parking System shall be reasonable and just, taking into account and consideration public interest and needs, the cost and value of the Parking System, the Costs of Operation and Maintenance, reserves and any replacement accounts deemed necessary by the Agency for the Parking System and the amounts necessary, together with the River-Myrtle/Old Boise Incremental Tax Revenues and Other Available Agency Revenues, to pay the principal of and interest on the Series 2017 Bonds, any Outstanding Additional Bonds payable from Net Parking Revenues and any Outstanding Parity Obligations payable from Net Parking Revenues.

Section 515. Rents, Fees and Charges. The Agency shall at all times establish, charge, and collect fees, rents and other charges for the Parking System and shall adjust said fees and charges from time to time so that in each Fiscal Year, the revenues of the Parking System are sufficient to pay:

(a) An amount equal to the Costs of Operation and Maintenance for such Fiscal Year; and

(b) An amount, together with other Total Agency Revenues, equal to not less than 120% of Total Scheduled Debt Service for such Fiscal Year.

Not later than 90 days after the end of each Fiscal Year the Agency shall calculate whether the Agency has complied with this Section during that Fiscal Year. If the calculation demonstrates that the Agency has not complied with this Section during that Fiscal Year, within 30 days after the calculation is prepared, the Agency shall engage the services of a parking facilities Feasibility Consultant to make recommendations in rates, fees, and charges or expenses, or in such other matters, to be set forth in a Consultant's Report at the earliest possible date. The Agency agrees to use its best efforts to cause the Feasibility Consultant to make its recommendations within 60 days of the date it is engaged but in no event shall such recommendations be delivered later than 90 days of the date it is engaged. A copy of the Consultant's Report shall be filed with the Agency and the Bondholder and the Agency shall to the extent feasible follow the recommendations of the Feasibility Consultant. Notwithstanding anything in this Resolution to the contrary, if the Agency receives such a Consultant's Report, and, in the opinion of the Feasibility Consultant, substantially complies therewith, such substantial compliance shall cure an Event of Default based solely upon noncompliance with this Section even if such substantial compliance does not result in Total Agency Revenues at least equal to 120% of Total Scheduled Debt Service. Notwithstanding the foregoing provisions of

this Section, the Agency shall not be required to engage a Feasibility Consultant for the purposes of this Section more than once in any two year period.

Section 516. Additional Indebtedness. The Agency agrees that it will not issue or incur any Additional Bonds payable from the River-Myrtle/Old Boise Incremental Tax Revenues unless:

(a) As of the date of issuance or incurrence of the Additional Bonds, no Event of Default shall have occurred and be continuing and no deficiency shall then exist in the amount required to be on deposit in the Bond Fund; and

(b) The Agency shall furnish to the Bondholder:

(1) a certificate of an Authorized Representative of the Agency evidencing that the River-Myrtle/Old Boise Incremental Tax Revenues collected in the Fiscal Year ended immediately preceding the issuance or incurrence of the proposed Additional Bonds was equal to not less than 100% of the Maximum Annual Debt Service on all Outstanding Bonds payable from the River-Myrtle/Old Boise Incremental Tax Revenues, all Outstanding Parity Obligations payable from the River-Myrtle/Old Boise Incremental Tax Revenues and the Additional Bonds proposed to be issued or incurred, computed as if the proposed Additional Bonds had been issued or incurred at the beginning of such preceding Fiscal Year; and

(2) a certificate of an Authorized Representative of the Agency evidencing that the sum of the River-Myrtle/Old Boise Incremental Tax Revenues collected in the Fiscal Year ended immediately preceding the issuance or incurrence of the proposed Additional Bonds and the Net Parking Revenues collected in such Fiscal Year was equal to not less than 125% of the Maximum Annual Debt Service on all Outstanding Bonds payable from the River-Myrtle/Old Boise Incremental Tax Revenues, all Outstanding Parity Obligations payable from the River-Myrtle/Old Boise Incremental Tax Revenues and the Additional Bonds proposed to be issued or incurred, computed as if the proposed Additional Bonds had been issued or incurred at the beginning of such Fiscal Year; or

(c) The Agency shall furnish to the Bondholder:

(1) a certificate of an Authorized Representative of the Agency evidencing that the River-Myrtle/Old Boise Incremental Tax Revenues collected in the Fiscal Year ended immediately preceding the issuance or incurrence of the proposed Additional Bonds was equal to not less than 100% of the Scheduled Debt Service on all Outstanding Bonds payable from the River-Myrtle/Old Boise Incremental Tax Revenues and all Outstanding Parity Obligations payable from the River-Myrtle/Old Boise Incremental Tax Revenues during such Fiscal Year; and

(2) an urban development Consultant's Report projecting that in each of the Fiscal Years commencing after the date on which the Additional Bonds are to be issued or incurred and ending with the Fiscal Year in which any Outstanding Bonds payable from the River-Myrtle/Old Boise Incremental Tax Revenues or any Outstanding Parity Obligations payable from the River-Myrtle/Old Boise Incremental Tax Revenues or the proposed Additional Bonds last become due at maturity, the River-Myrtle/Old Boise Incremental Tax Revenues will

be not less than 100% of the Annual Debt Service on all Outstanding Bonds payable from the River-Myrtle/Old Boise Incremental Tax Revenues and all Outstanding Parity Obligations payable from the River-Myrtle/Old Boise Incremental Tax Revenues and the Additional Bonds proposed to be issued or incurred; and

(3) a parking facilities Consultant's Report and an urban development Consultant's Report projecting that in each of the Fiscal Years commencing after the date on which the Additional Bonds are to be issued or incurred and ending with the Fiscal Year in which any Outstanding Bonds payable from the River-Myrtle/Old Boise Incremental Tax Revenues or any Outstanding Parity Obligations payable from the River-Myrtle/Old Boise Incremental Tax Revenues or the proposed Additional Bonds last become due at maturity, the sum of Net Parking Revenues and the River-Myrtle/Old Boise Incremental Tax Revenues will be not less than 130% of the Annual Debt Service on all Outstanding Bonds payable from the River-Myrtle/Old Boise Incremental Tax Revenues and all Outstanding Parity Obligations payable from the River-Myrtle/Old Boise Incremental Tax Revenues and the Additional Bonds proposed to be issued or incurred; or

(d) If the Additional Bonds are to be issued or incurred to refinance Outstanding Bonds or Outstanding Parity Obligations payable from the River-Myrtle/Old Boise Incremental Tax Revenues, either:

(1) the Agency shall furnish the Bondholder a certificate of an Authorized Representative of the Agency evidencing that the Annual Debt Service on the proposed Additional Bonds will not be more than $50,000 greater in any Fiscal Year than the Annual Debt Service on the Outstanding Bonds or the Outstanding Parity Obligations payable from the River-Myrtle/Old Boise Incremental Tax Revenues being refinanced; or

(2) the conditions described in subsection (b) or (c) of this Section are met for the proposed Additional Bonds; or

(e) If the Additional Bonds are to be issued or incurred by the Agency for the purpose of financing the completion of the Project or any other project for which Additional Bonds have theretofore been issued or incurred:

(1) the Agency shall furnish the Bondholder a certificate of an Authorized Representative of the Agency evidencing that such proposed Additional Bonds are in a principal amount not exceeding 10% of the aggregate principal amount of the Series 2017 Bonds or the Additional Bonds, as applicable, originally issued or incurred to finance the Project or the other project (other than any refunding portions of the Additional Bonds) for which such proposed Additional Bonds are to be issued, or

(2) the conditions described in subsection (b) or (c) of this Section are met for the proposed Additional Bonds; or

(f) If the Additional Bonds to be issued or incurred are (or evidence obligations under) a line of credit or other instrument under which the principal amount thereof is not, or is not required to be, fully disbursed on the date of issuance or incurrence or have an original term of three years or less from the date originally issued or incurred, the Agency shall furnish the

Bondholder a certificate of an Authorized Representative of the Agency evidencing that the conditions described in subsections (b) or (c) of this Section are met for the proposed Additional Bonds, assuming that the maximum principal amount permitted to be Outstanding thereunder is Outstanding.

(g) Nothing in this Resolution permits the Agency to issue Senior Bonds at any time or prevents the Agency from issuing Subordinate Bonds at any time.

ARTICLE VI

EVENTS OF DEFAULT; REMEDIES

Section 601. Events of Default. Each of the following events is hereby declared an "Event of Default" under this Resolution:

(a) payment of any installment of interest payable on a Series 2017 Bond shall not be made when the same shall become due and payable, whether on an interest payment date, redemption date or otherwise; or

(b) payment of any installment of principal of a Series 2017 Bond shall not be made when the same shall become due and payable, whether by scheduled maturity, redemption or otherwise; or

(c) the occurrence and continuance of an "event of default" as defined in any resolution authorizing Additional Bonds or Outstanding Parity Obligations; or

(d) the Agency shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

(e) under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Agency or of the whole or any substantial part of its property, and such custody or control shall not be terminated within 30 days from the date of assumption of such custody or control; or

(f) the Agency shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Series 2017 Bonds or in this Resolution to be performed on the part of the Agency, and such default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Agency by the Bondholder; provided that if such default cannot with due diligence and dispatch be wholly cured within 30 days but can be wholly cured, the failure of the Agency to remedy such default within such 30-day period shall not constitute a default hereunder if the Agency shall immediately upon receipt of such notice commence with due diligence and dispatch the curing of such default and, having so commenced the curing of such default, shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 602. Remedies of Bondholder. Upon the occurrence and continuance of any Event of Default hereunder, the Bondholder may:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Bondholder under, and require the Agency to carry out any agreements with or for the benefit of the Bondholder and to perform its duties under the Law and this Resolution, provided that any such remedy may be taken only to the extent permitted under the applicable provisions of this Resolution;

(b) bring suit upon the Series 2017 Bonds but any such judgment against the Agency shall be enforceable only against the Available Agency Revenues and other amounts on deposit in the Bond Fund;

(c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholder; or

(d) pursue any other available legal or equitable remedies.

No remedy by the terms of this Resolution conferred upon or reserved to the Bondholder is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bondholder now or hereafter existing at law or in equity or by statute.

No delay or omission of the Bondholder to exercise any right or power accruing upon any default or Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or acquiescence therein; and every such right and power given by this Article to the Bondholder may be exercised from time to time and as often as may be deemed expedient.

Section 603. Application of Moneys. Any amounts received by the Bondholder from the exercise of any of the above remedies, after reimbursement of any costs incurred by the Bondholder in connection therewith, shall be applied by the Bondholder to pay the principal of and interest and other sums on the Series 2017 Bonds and under this Resolution then due to it. If the available amounts are insufficient to pay the principal of and interest and other sums on the Series 2017 Bonds and under this Resolution then due to the Bondholder, they shall be applied by the Bondholder first to the payment of installments of interest and other sums then due on the Series 2017 Bonds and under this Resolution and second to the unpaid principal of the Series 2017 Bonds which shall then be due.

Section 604. Bondholder to File Proofs of Claim in Receivership. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceedings affecting the Agency, the Bondholder shall, to the extent permitted by law, be entitled to file such proofs of claims and other documents as may be necessary or advisable in order to have claims of the Bondholder allowed in such proceedings for the entire amount due and payable by the Agency under this Resolution at the date of the institution of such proceedings and for any additional amounts which may become due and payable by it after such date.

Section 605. Waivers. In the event any agreement contained in this Resolution should be breached by the Agency and thereafter waived by the Bondholder, such waiver shall be

limited to the particular breach waived and shall not be deemed to waive any other breach hereunder.

Section 606. Termination of Proceedings. In case the Bondholder shall have proceeded to enforce any right under this Resolution, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Bondholder, then and in every case the Agency and the Bondholder shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Bondholder shall continue as if no such proceedings had been taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When all of the principal of and interest on the Series 2017 Bonds, or any installment thereof of either Series 2017 Bond, have been duly paid, the Series 2017 Bonds, or such installment, shall no longer be deemed to be Outstanding within the meaning of this Resolution and the pledge and lien and all obligations hereunder shall thereby be discharged with respect thereto. There shall be deemed to be such due payment of any principal installment of a Series 2017 Bond when the Agency has placed in escrow or in trust with a Trust Bank located within or without the State, an amount sufficient (including the known minimum yield available for such purpose from United States Government Obligations in which such amount wholly or in part may be initially invested) to meet the principal of and interest on such portion of such Series 2017 Bond, as the same become due to the payment date for such principal installment of such Series 2017 Bond or upon any redemption date. The United States Government Obligations shall become due prior to the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the Agency and such Trust Bank at the time of the creation of the escrow or trust, or the United States Government Obligations shall be subject to redemption at the option of the holders thereof to assure such availability as so needed to meet such schedule.

ARTICLE VIII

SUPPLEMENTAL RESOLUTIONS

Section 801. Supplemental Resolutions Not Requiring Consent of Bondholder. The Agency may, without the consent of, but with prior written notice to, the Bondholder, adopt a resolution or resolutions supplemental to or amending this Resolution for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Resolution;

(b) to grant to or confer upon the Bondholder any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholder;

(c) to assign and pledge under or subject to this Resolution additional revenues, properties or collateral;

(d) to permit continued compliance with the Tax Compliance Certificate;

(e) to provide for the refunding of the Series 2017 Bonds, including the right to establish and administer an escrow fund and to take related action in connection therewith; and

(f) to make any other change that, in the reasonable judgment of the Agency, does not materially adversely affect the rights of the Bondholder.

Section 802. Supplemental Resolutions Requiring Consent of Bondholder. Other than the supplemental or amendatory resolutions permitted by Section 801 hereof, the Agency may not adopt a resolution or resolutions supplemental to or amending this Resolution for any other purpose without the prior written consent of the Bondholder.

ARTICLE IX

MISCELLANEOUS

Section 901. Proof of Ownership. Any request, direction, consent or other instrument required by this Resolution to be signed and executed by the Bondholder may be signed or executed by the Bondholder in person or by agent appointed in writing.

Section 902. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Series 2017 Bonds is intended or shall be construed to give to any Person other than the Agency and the Bondholder any legal or equitable right, remedy or claim under or in respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Agency and the Bondholder as herein provided.

Section 903. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 904. Notices. Except as otherwise provided in this Resolution, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when in writing and sent by electronic mail, facsimile transmission or first class mail, postage prepaid, with proper address as indicated below. Either party may, by written notice given by such party to the other, designate any address or addresses to which notices, certificates or other communications to it shall be sent when required as contemplated by this Resolution. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the Agency:

Urban Renewal Agency of Boise City, Idaho
aka Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
Attention: Executive Director
Facsimile: (208) 384-4267
Email: rborden@ccdcboise.com

To the Bondholder:

ZB, N.A.
South Main Street, Suite 1700
Salt Lake City, Utah 84133
Facsimile: (801) 524-8693
Email: Richard.feist@zionsbank.com; Kirsi.hansen@zionsbank.com

Section 905. Counterparts. This Resolution may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 906. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the laws of the State.

Section 907. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Resolution, shall not be a Business Day, such payment may be made or act performed or right exercised on the next Business Day with the same force and effect as if done on the nominal date provided in this Resolution, and no interest shall accrue for the period after such nominal date.

Section 908. Sale of Series 2017 Bonds; Other Actions. The sale of the Series 2017 Bonds to the Bondholder in accordance with the terms and provisions herein set forth is hereby approved.

The proper officials of the Agency are hereby authorized and directed to do all things necessary for the prompt execution and delivery of the Series 2017 Bonds and for the proper use and application of the proceeds of sale thereof.

The Authorized Representatives of the Agency are further authorized and directed to publish notice of the adoption of this Resolution, substantially in the form set forth in Exhibit G attached hereto, and all other legal notices deemed necessary or desirable by the Agency.

The Chair, the Vice Chair, the Executive Director and the Secretary are each hereby authorized to take all action necessary or desirable in conformity with the Law to finance the Project, including without limitation the execution and delivery of all other agreements,

documents and certificates to be delivered in connection with the sale and delivery of the Series 2017 Bonds.

Section 909. Resolution Irrepealable. After the Series 2017 Bonds are issued, this Resolution shall constitute a contract between the Agency and the Bondholder; and, subject to Articles VII and VIII hereof, this Resolution shall be and remain irrepealable until the Series 2017 Bonds and the interest thereon shall be fully paid, canceled and discharged, as herein provided.

Section 910. Repealer Clause. All bylaws, orders, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, or other resolution, or part thereof, heretofore repealed.

Section 911. Validity of Series 2017 Bonds. Pursuant to Sections 50-2027 and 50-2911, Idaho Code, as amended, no direct or collateral action attacking or otherwise questioning the validity of the Series 2017 Bonds may be brought prior to the effective date of this Resolution or after the expiration of 30 days from the effective date of this Resolution.

Section 912. Exhibits. All Exhibits hereto are hereby incorporated by reference as if fully set forth herein.

Section 913. Effective Date. This Resolution shall take effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Boise City, Idaho, on May 8, 2017. Signed by the Chair and attested by the Secretary on May 8, 2017.

APPROVED

By _____
Chair

Attest:

_____
Secretary

EXHIBIT A

OUTSTANDING PARITY OBLIGATIONS

Amended and Restated Master Ground Lease dated as of December 1, 1999, as amended, between Ada County, Idaho and the Agency

Amended and Restated Surplus Ground Lease dated as of October 1, 2002, as amended, between Ada County, Idaho and the Agency

Parking Lease and Joint Use Agreement dated as of October 1, 2002, as amended, between Civic Plaza L.P. and the Agency relating to the Boise City Housing Authority Revenue Refunding Note, Series 2011B (Civic Plaza Housing Project) other than the First Priority Affordable Housing Assistance Payments required thereby

Urban Renewal Agency of Boise City, Idaho, Redevelopment Bond, Series 2015

The Infrastructure Support Payments, if any, required to be paid by the Agency pursuant to Section 116(I) of the Amended and Restated Avenue A Disposition and Development Agreement dated as of October 1, 2002 among the Agency, Civic Partners Idaho LLC and Civic Plaza L.P., as assignee of Civic Partners Idaho LLC.

EXHIBIT B

PUBLIC PARKING FACILITIES

- 9th & Main (formerly Eastman Garage)
- Capitol & Main (formerly Capitol Terrace Garage)
- 9th & Front (formerly City Centre Garage)
- 10th & Front (formerly Grove Street Garage)
- Capitol & Myrtle (formerly Myrtle Street Garage)
- Capitol & Front (formerly Boulevard Garage)

EXHIBIT C

MATURITY SCHEDULES OF SERIES 2017 BONDS

I. Series 2017A Bond

Principal Installment	Principal Payment Date (September 1)	Interest Rate (Per Annum)
$ 385,000	2017	2.32%
1,680,000	2018	2.32%
1,720,000	2019	2.32%
1,760,000	2020	2.32%
1,800,000	2021	2.32%
1,840,000	2022	2.32%
1,885,000	2023	2.32%
1,930,000	2024	2.32%

II. Series 2017B Bond

Principal Installment	Principal Payment Date (September 1)	Interest Rate (Per Annum)
$105,000	2017	2.82%
660,000	2018	2.82%
680,000	2019	2.82%
700,000	2020	2.82%
720,000	2021	2.82%
740,000	2022	2.82%
760,000	2023	2.82%
780,000	2024	2.82%

EXHIBIT D

(Form of Series 2017A Bond)

UNITED STATES OF AMERICA

STATE OF IDAHO

URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO

REDEVELOPMENT BOND, SERIES 2017A

$13,000,000

MATURITY DATE	PRINCIPAL AMOUNT	DATED DATE
September 1, 2024	$13,000,000	_____ __, 2017

The URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO (the "Agency"), an independent public body corporate and politic created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code Title 50, Chapter 20, as amended and supplemented (the "Law"), for value received, hereby promises to pay in lawful money of the United States of America to ZB, N.A. the aggregate principal amount of $13,000,000 in the following installments, together with interest on those installments at the rate indicated below.

Principal Installment	Principal Payment Date (September 1)	Interest Rate (Per Annum)
$ 385,000	2017	2.32%
1,680,000	2018	2.32%
1,720,000	2019	2.32%
1,760,000	2020	2.32%
1,800,000	2021	2.32%
1,840,000	2022	2.32%
1,885,000	2023	2.32%
1,930,000	2024	2.32%

Interest is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2017, and shall be computed on the basis on a 360-day year of twelve 30-day months. If any installment of principal of this Bond is not paid when due, interest on such installment shall continue at its stated rate per annum until such installment is paid in full.

This Bond (the "Series 2017A Bond") is issued pursuant to a Resolution adopted by the Agency on May 8, 2017 (the "Resolution") to finance the costs of certain streetscape improvements and the purchase of two condominium units in the parking garage portions of two mixed use developments and to pay certain costs of issuance associated therewith. This Series 2017A Bond is being issued simultaneously with the issuance of the Urban Renewal Agency of Boise City, Idaho Refunding Redevelopment Bond, Series 2017B (the "Series 2017B Bond"). This Series 2017A Bond and the Series 2017B Bond are issued under and equally and ratably secured by and entitled to the security of the Resolution. Capitalized terms used in this Series 2017A Bond which are not otherwise defined herein shall have the meaning given to such terms in the Resolution.

This Series 2017A Bond is not a general obligation of the Agency, but is a special, limited obligation payable solely from Available Agency Revenues on deposit in the Bond Fund, amounts transferred to the Bond Fund pursuant to the Resolution and income earned from the investment of moneys on deposit in the Bond Fund. "Available Agency Revenues" is defined in the Resolution as those revenues available to the Agency from any lawfully available sources, including, but not limited to, Net Parking Revenues and River-Myrtle/Old Boise Incremental Tax Revenues.

Reference is made to the Resolution and to all resolutions supplemental thereto for the provisions, among others, with respect to the nature and extent of the security, rights, duties and obligations of the Agency, the rights of the owner of this Series 2017A Bond, the issuance of Additional Bonds and the terms on which such Additional Bonds are or may be issued, and to all the provisions of which the owner hereof by the acceptance of this Series 2017A Bond assents.

Installments of principal of this Series 2017A Bond are subject to optional redemption prior to their due date by the Agency in whole or in part on any date at a redemption price equal to 100% of the principal amount thereof to be redeemed and accrued interest thereon to the redemption date.

A notice of any redemption identifying the amount of principal of this Series 2017A Bond to be redeemed shall be given by electronic mail, facsimile transmission or first class mail, postage prepaid not less than thirty nor more than sixty days prior to the date fixed for redemption, to the owner of this Series 2017A Bond. Such notice shall specify the principal amount of this Series 2017A Bond to be redeemed, the redemption date, the redemption price, the place and manner of payment and that from the redemption date interest will cease to accrue on the portion of this Series 2017A Bond which is the subject of such notice.

Modifications or alterations of the Resolution may be made only to the extent and in the circumstances permitted by the Resolution.

The Agency hereby certifies that all conditions, acts and things required to exist, happen and be performed under the Law and under the Resolution precedent to and in the issuance of this Series 2017A Bond exist, have happened and have been performed, and that the issuance and delivery of this Series 2017A Bond have been duly authorized by the Resolution.

This Series 2017A Bond shall not constitute an indebtedness within the meaning of any Constitutional or statutory debt limitation or restriction, and shall not constitute a general obligation or debt of the City of Boise City, Idaho, the State of Idaho, or any of its political subdivisions. In no event shall this Series 2017A Bond give rise to a general obligation or liability of the Agency, the City of Boise City, Idaho, the State of Idaho, or any of its political subdivisions, or give rise to a charge against their general credit or taxing powers, or be payable out of any funds or properties other than those of the Agency specifically provided therefor. This Series 2017A Bond is not a general obligation of the Agency, and its full faith and credit are not pledged for payment of the principal thereof and interest thereon.

This Series 2017A Bond is issued by the Agency pursuant to and in full compliance with the Constitution and laws of the State of Idaho, particularly the Law, and also pursuant to the Resolution, for the purpose of providing moneys to finance the Improvement Project. This Series 2017A Bond is issued by the Agency in connection with an urban renewal project (as defined in the Law), and pursuant to Sections 50-2012(f) and 50-2909-(1)(c) of the Idaho Code, this Series 2017A Bond shall be conclusively deemed to have been issued for such purpose and the Improvement Project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of the Law.

IN WITNESS WHEREOF, the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO has caused this Series 2017A Bond to be executed in its name and on its behalf by the signatures of its Chair and its Treasurer and attested by the signature of its Secretary, all as of the date specified above.

URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO

By _____
Chair

By _____
Treasurer

Attest:

_____
Secretary

(End of Form of Series 2017A Bond)

EXHIBIT E

(Form of Series 2017B Bond)

UNITED STATES OF AMERICA

STATE OF IDAHO

URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO

REFUNDING REDEVELOPMENT BOND, SERIES 2017B

$5,145,000

MATURITY DATE	PRINCIPAL AMOUNT	DATED DATE
September 1, 2024	$5,145,000	_____ __, 2017

The URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO (the "Agency"), an independent public body corporate and politic created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code Title 50, Chapter 20, as amended and supplemented (the "Law"), for value received, hereby promises to pay in lawful money of the United States of America to ZB, N.A. the aggregate principal amount of $_____ in the following installments, together with interest on those installments at the rate indicated below.

Principal Installment	Principal Payment Date (September 1)	Interest Rate (Per Annum)
$105,000	2017	2.82%
660,000	2018	2.82%
680,000	2019	2.82%
700,000	2020	2.82%
720,000	2021	2.82%
740,000	2022	2.82%
760,000	2023	2.82%
780,000	2024	2.82%

Interest is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2017, and shall be computed on the basis on a 360-day year of twelve 30-day months. If any installment of principal of this Bond is not paid when due, interest on such installment shall continue at its stated rate per annum until such installment is paid in full.

This Bond (the "Series 2017B Bond") is issued pursuant to a Resolution adopted by the Agency on May 8, 2017 (the "Resolution") to finance a portion of the costs of current refunding an outstanding bond of the Agency and to pay certain costs of issuance associated therewith. This Series 2017B Bond is being issued simultaneously with the issuance of the Urban Renewal Agency of Boise City, Idaho Redevelopment Bond, Series 2017A (the "Series 2017A Bond"). This Series 2017B Bond and the Series 2017A Bond are issued under and equally and ratably secured by and entitled to the security of the Resolution. Capitalized terms used in this Series 2017B Bond which are not otherwise defined herein shall have the meaning given to such terms in the Resolution.

This Series 2017B Bond is not a general obligation of the Agency, but is a special, limited obligation payable solely from Available Agency Revenues on deposit in the Bond Fund, amounts transferred to the Bond Fund pursuant to the Resolution and income earned from the investment of moneys on deposit in the Bond Fund. "Available Agency Revenues" is defined in the Resolution as those revenues available to the Agency from any lawfully available sources, including, but not limited to, Net Parking Revenues and River-Myrtle/Old Boise Incremental Tax Revenues.

Reference is made to the Resolution and to all resolutions supplemental thereto for the provisions, among others, with respect to the nature and extent of the security, rights, duties and obligations of the Agency, the rights of the owner of this Series 2017B Bond, the issuance of Additional Bonds and the terms on which such Additional Bonds are or may be issued, and to all the provisions of which the owner hereof by the acceptance of this Series 2017B Bond assents.

Installments of principal of this Series 2017B Bond are subject to optional redemption prior to their due date by the Agency in whole or in part on any date at a redemption price equal to 100% of the principal amount thereof to be redeemed and accrued interest thereon to the redemption date.

A notice of any redemption identifying the amount of principal of this Series 2017B Bond to be redeemed shall be given by electronic mail, facsimile transmission or first class mail, postage prepaid not less than thirty nor more than sixty days prior to the date fixed for redemption, to the owner of this Series 2017B Bond. Such notice shall specify the principal amount of this Series 2017B Bond to be redeemed, the redemption date, the redemption price, the place and manner of payment and that from the redemption date interest will cease to accrue on the portion of this Series 2017B Bond which is the subject of such notice.

Modifications or alterations of the Resolution may be made only to the extent and in the circumstances permitted by the Resolution.

The Agency hereby certifies that all conditions, acts and things required to exist, happen and be performed under the Law and under the Resolution precedent to and in the issuance of this Series 2017B Bond exist, have happened and have been performed, and that the issuance and delivery of this Series 2017B Bond have been duly authorized by the Resolution.

This Series 2017B Bond shall not constitute an indebtedness within the meaning of any Constitutional or statutory debt limitation or restriction, and shall not constitute a general

obligation or debt of the City of Boise City, Idaho, the State of Idaho, or any of its political subdivisions. In no event shall this Series 2017B Bond give rise to a general obligation or liability of the Agency, the City of Boise City, Idaho, the State of Idaho, or any of its political subdivisions, or give rise to a charge against their general credit or taxing powers, or be payable out of any funds or properties other than those of the Agency specifically provided therefor. This Series 2017B Bond is not a general obligation of the Agency, and its full faith and credit are not pledged for payment of the principal thereof and interest thereon.

This Series 2017B Bond is issued by the Agency pursuant to and in full compliance with the Constitution and laws of the State of Idaho, particularly the Law, and also pursuant to the Resolution, for the purpose of providing part of the moneys to finance the Refunding Project. This Series 2017B Bond is issued by the Agency in connection with an urban renewal project (as defined in the Law), and pursuant to Sections 50-2012(f) and 50-2909-(1)(c) of the Idaho Code, this Series 2017B Bond shall be conclusively deemed to have been issued for such purpose and the urban renewal project refinanced by this Series 2017B Bond shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of the Law.

IN WITNESS WHEREOF, the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO has caused this Series 2017B Bond to be executed in its name and on its behalf by the signatures of its Chair and its Treasurer and attested by the signature of its Secretary, all as of the date specified above.

URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO

By _____
Chair

By _____
Treasurer

Attest:

_____
Secretary

(End of Form of Series 2017B Bond)

EXHIBIT F

INVESTOR LETTER

_____ __, 2017

Urban Renewal Agency of Boise City, Idaho
Boise, Idaho 83702

Sherman & Howard L.L.C.
Denver, Colorado 80202

Urban Renewal Agency of Boise City, Idaho
Redevelopment Bond, Series 2017A
and
Urban Renewal Agency of Boise City, Idaho
Refunding Redevelopment Bond, Series 2017B

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to our purchase of the above-referenced bonds (the "Series 2017 Bonds"), dated as of the date hereof. The Series 2017 Bonds are issued under and secured in the manner set forth in that certain Resolution No. 1478 adopted by the Urban Renewal Agency of Boise City, Idaho (the "Agency") on May 8, 2017 (the "Resolution"). ZB, N.A. (the "Purchaser," the "undersigned," "us" or "we," as applicable) is purchasing the Series 2017 Bonds. We hereby represent and warrant to you and agree with you as follows:

1. We understand that the Series 2017 Bonds have not been registered pursuant to the Securities Act of 1933, as amended (the "1933 Act"), the securities laws of any state nor has the Resolution been qualified pursuant to the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth therein. We acknowledge that the Series 2017 Bonds (i) are not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of any state, and (ii) will not be listed on any securities exchange.

2. We have not offered, offered to sell, offered for sale or sold the Series 2017 Bonds by means of any form of general solicitation or general advertising, and we are not an underwriter of the Series 2017 Bonds within the meaning of Section 2(11) of the 1933 Act.

3. We have sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal and other tax exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Series 2017 Bonds.

4. The Purchaser is either a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act, or an "accredited investor" as defined in Rule 501 of Regulation D under the 1933 Act and is able to bear the economic risks of such investment.

5. The Purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Series 2017 Bonds. The Purchaser has made its own inquiry and analysis with respect to the Agency, the Series 2017 Bonds and the security therefor, and other material factors affecting the security for and payment of the Series 2017 Bonds.

6. The Purchaser acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Agency, to which it as a reasonable investor has requested of the Agency as a result of the Purchaser having attached significance thereto in making its investment decision, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Agency, the Series 2017 Bonds and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Series 2017 Bonds.

7. The Series 2017 Bonds are being acquired by the Purchaser for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Purchaser reserves the right to sell, transfer or redistribute either of the Series 2017 Bonds in whole, but agrees that any such sale, transfer or distribution by the Purchaser shall be to a Person:

(a) that is an affiliate of the Purchaser;

(b) that is a trust or other custodial arrangement established by the Purchaser or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers or accredited investors;

(c) that is a secured party, custodian or other entity in connection with a pledge by the Purchaser to secure public deposits or other obligations of the Purchaser or one of its affiliates to state or local governmental entities; or

(d) with whom such transfer would be in compliance with all federal and state securities laws.

The Purchaser agrees to indemnify and hold harmless the Agency for any damage sustained by the Agency as a result of any failure by the Purchaser to comply with any such applicable state or federal securities law or regulation with respect to any such transfer.

Very truly yours,

ZB, N.A.

By:_____
Title:_____

EXHIBIT G

NOTICE OF RESOLUTION NO. 1478

Public notice is hereby given by the Urban Renewal Agency of Boise City, Idaho a/k/a Capital City Development Corporation (the "Agency"), that on May 8, 2017, the Board of Commissioners of the Agency approved and adopted Resolution No. 1478 (the "Resolution").

The Resolution authorizes the issuance of (i) the Redevelopment Bond, Series 2017A (the "Series 2017A Bond") in the principal amount of $13,000,000, maturing on September 1, 2024 and (ii) the Refunding Redevelopment Bond, Series 2017B (the "Series 2017B Bond" and together with the Series 2017A Bond, the "Series 2017 Bonds") in the principal amount of $5,145,000, maturing on September 1, 2024.

The Series 2017A Bond is being issued to provide funds to finance the costs of certain streetscape improvements, the purchase of a condominium unit in the parking garage portion of The Fowler Condominium No. 1 mixed use development and the purchase of a condominium unit in the parking garage portion of the Pioneer Crossing development, all to be located in the River-Myrtle/Old Boise Urban Renewal Area and to pay issuance expenses incurred in issuing the Series 2017A Bond.

The Series 2017 B Bond is being issued to provide a portion of the funds to current refund the Agency's outstanding Refunding Redevelopment Bond, Series 2010B-1, which was issued to refund certain bonds previously issued by the Agency to finance public improvements in the River-Myrtle/Old Boise Urban Renewal Area and to pay issuance expenses incurred in issuing the Series 2017B Bond.

Under the Resolution, the Agency has covenanted to make deposits of Available Agency Revenues sufficient to aggregate the amount of interest coming due on each interest payment date on the Series 2017 Bonds and to aggregate the amount of principal coming due on the Series 2017 Bonds on each principal payment date. Available Agency Revenues are defined in the Resolution as those revenues available to the Agency from any lawfully available sources, including, but not limited to, net parking revenues from the Agency's parking system and revenue allocation proceeds from the River-Myrtle/Old Boise Urban Renewal Area as authorized under the River-Myrtle/Old Boise Urban Renewal Project Plan.

Neither the City of Boise City, Idaho, the State of Idaho, its Legislature, nor any political subdivision thereof is liable for the payment of the principal of or interest on the Series 2017 Bonds.

The Resolution and other supporting material are available for public inspection at the offices of the Agency at 121 N. 9th Street, Suite 501, Boise, Idaho, Monday through Friday, 8:00 a.m. to 5:00 p.m. (telephone 208-384-4264).

The Resolution became effective upon its passage and approval on May 8, 2017.

In accordance with the provisions of Sections 50-2027 and 50-2911 of the Idaho Code, no direct or collateral action attacking or otherwise questioning the validity of the Series 2017

Bonds shall be brought prior to the effective date of the Resolution or after the elapse of thirty (30) days from and after the effective date of the Resolution.

By Order of the Board of Commissioners of the Urban Renewal Agency of Boise City, Idaho dated the 8th day of May, 2017.

URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO

By _____
Chair

ATTEST:

_____
Secretary

AGENDA BILL

Agenda Subject: 801 W Main Street – Wells Fargo Center Retail – Type 1 Participation Designation with ODC-FIC, LP.	**Date:** 5/14/2018
Staff Contact: Laura Williams	**Attachments:** 1) Site Map 2) Existing Conditions 3) Rendering 4) Public Improvement Plan
Action Requested: Review Wells Fargo Center Retail as a project eligible to utilize the Type 1 Streetscape Grant Participation Agreement and direct staff to continue negotiating a final agreement with ODC-FIC, LP for future board approval.	

Background:

The Wells Fargo Center Retail building was completed in 1988 as part of the Wells Fargo Office building development. Located at the corner of Main Street and the North Spoke of The Grove Plaza, the building is in the center of downtown Boise. Oppenheimer Development Corporation owns the building and tenants include Costa Vida, Snake River Tea, Taters, and Lucky Fins. The building owners are updating the exterior including new paint, lighting, and awnings. New steel and aluminum awnings will replace the existing pinstriped canvas canopies. The building upgrades are estimated to cost approximately $500,000.

CCDC encourages owner/tenant improvements that refresh downtown buildings, strengthen occupancy, and enhance the public realm and pedestrian experience. As part of this project this building owners will install new awnings around the building replacing the outdated, lower hanging canvas awnings. Awnings enhance the building façade and the pedestrian experience by creating a more walkable corridor. Most importantly awnings provide shelter from rain, snow, sun not only to building tenants/visitors but also the public at large.

In 2014, the Board of Commissioners approved CCDC's 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. The Type 1 program can also include awnings located in the public right-of-way.

CCDC's Participation Program Policy stipulates several criteria that awnings must meet in order to be considered eligible expenses, and the Wells Fargo Center - Retail Building awnings meet all of the specifications as follows:

1. **Awnings must be located in the right-of-way or included in a public easement**: There will be 5 awnings located in the Main Street ROW, and 9 awnings in The Grove Plaza property (owned by CCDC). The owner has received a license agreement from CCDC to install the awnings in The Grove Plaza property – a requirement of the building permit process. These will be included as eligible expenses. The awnings located on the south side of Lucky Fins are on private property and will not be included.
2. **Awnings must provide functional services (shelter from sun, rain, etc.) to the public sidewalks and streetscapes:** The Wells Fargo Retail building's awnings will be made with seem metal roofing and to protect pedestrians and sidewalks/plaza from the elements.
3. **Awnings must extend at least 5 feet into the right-of-way:** The awnings extend 5'11.5" over the ROW and The Grove Plaza
4. **Awnings must be made of durable material (including but not limited to metal, polycarbonate, and durable fabric):** The awnings will be fabricated out of steel and aluminum paneling.

The following criteria requires an exception:

5. **Awnings must cover over 75% of the ground-floor frontage:** This building has a unique set of circumstances for awning coverage. Along the North Spoke, the building has a 20' alcove/entrance, and on the corner of Main Street the building has a pass-through entry into Costa Vida. Both of these spaces would be difficult to install awnings over, and already provide a level of pedestrian protection from the elements. Without including these two areas, the total ground floor coverage comes to 72% of the Main Street and The Grove Plaza frontages. The design of the awnings reflects the 12' windows that are evenly spaced, so the missing 3% coverage is due to existing conditions made up for by aesthetic appeal having the awnings align with the windows along the pedestrian walkway.

   The participation program does allow the Board to grant program exceptions, if in its sole judgement certain necessary and sufficient conditions exist to warrant the modification of one or more of the program requirements. Staff recommends that the Board grant an exception to this project for this criteria, because of the constraints the building frontage and design present to meet the goal.

<u>Project Summary and Timeline</u>:

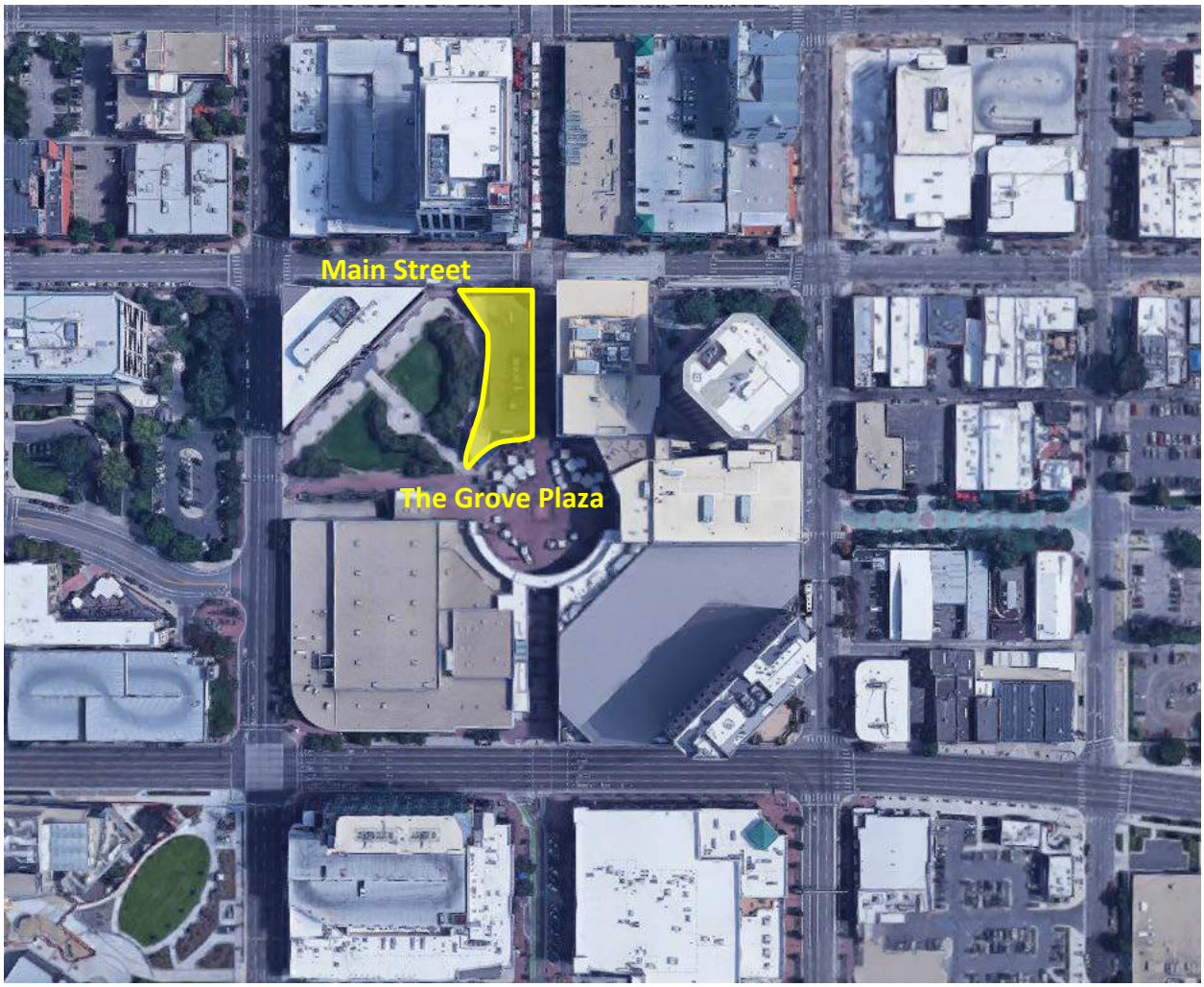
- 10,780 SF retail space exterior renovation
- Located on 8th and Main Street (Central URD)
- $500,000 estimated Total Renovation Costs
- April 9, 2018 – DR approval (staff level)
- May 14, 2018 – CCDC Board Type 1 Agreement Designation
- June 11, 2018 – CCDC Board Approval of Type 1 Agreement
- Summer 2018 – Construction
- September 30, 2018 – Construction Complete. Developer submits costs for reimbursement.

Fiscal Notes:
Preliminary information shows that the project has eligible costs will exceed $150,000, and the project will request $150,000 as determined in the Type 1 Participation Program. The budget for the project was included in the Amended 2018-2022 CIP, approved by the Board in March. This is an additional Type 1 for the Central District, made available with project changes in the district in the last several months. Because the Central District is closing this fiscal year, tax increment calculations are not factored.

Staff Recommendation:
Provide feedback, approve the program exception, and direct for staff to continue negotiating and finalizing the terms of the Type 1 Participation Agreement for future board approval.

Suggested Motion:
I move to approve the program modification for the awning criteria direct staff to negotiate a final Type 1 Participation Agreement with ODC-FIC, LP.

Attachment 1 – Site Map



Attachment 2 – Existing Conditions



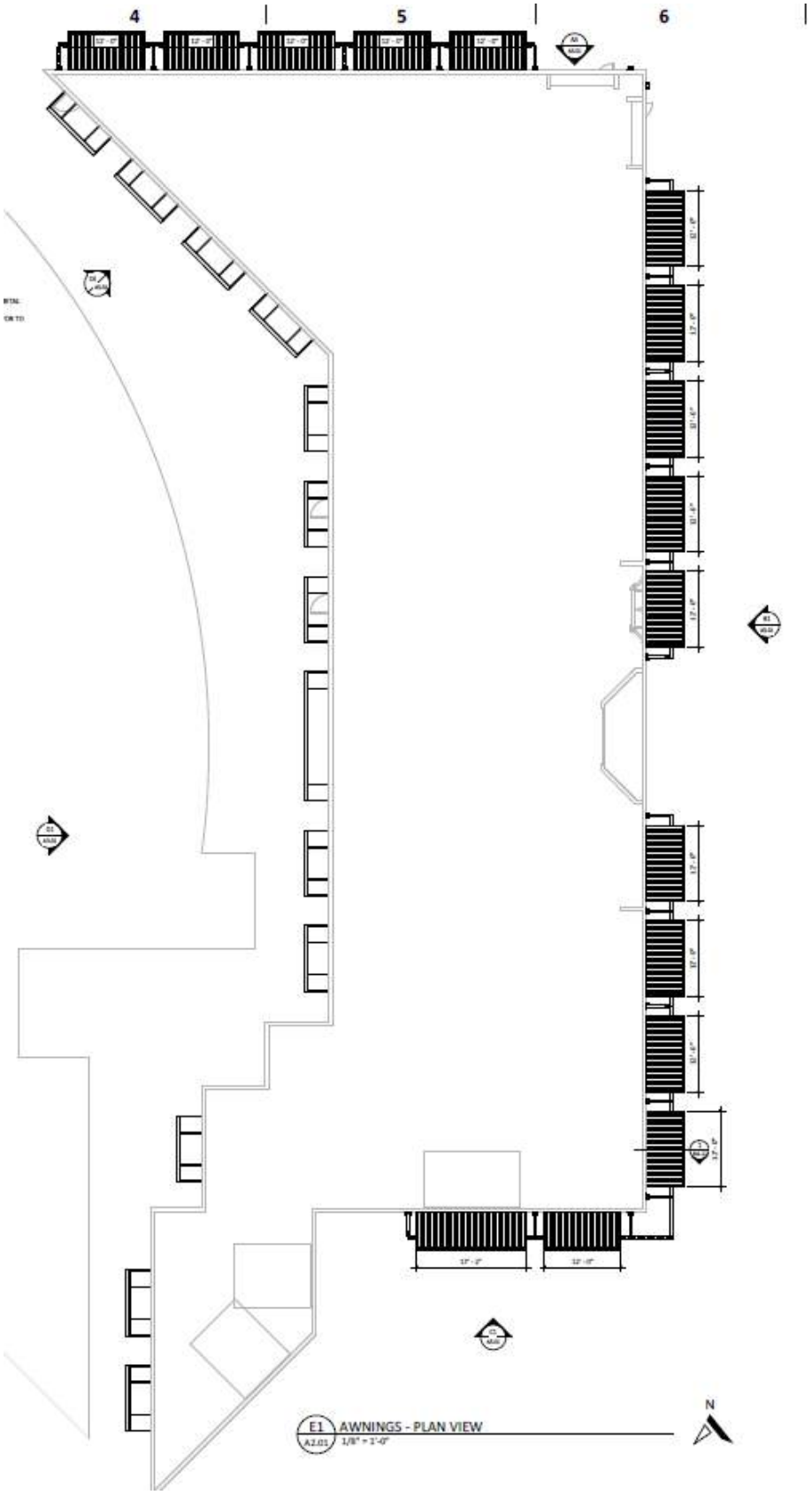




Attachment 3 – Rendering



Attachment 4 – Public Improvements Plan



AGENDA BILL

Agenda Subject: Resolution 1543 - approving the Disposition and Development Agreement for 502 W Front Street Resolution 1544 - approving the Type 3 Participation Agreement with Front Street Investors, LLC Resolution 1545 - approving the Parking Permit Purchase Agreement with Front Street Investors, LLC	**Date:** 5/14/2018
Staff Contact: Laura Williams	**Attachments:** 1 – Site Map 2 – Project Renderings 3 – Resolution 1543 and Disposition and Development Agreement 4 – Resolution 1544 and Type 3 Participation Agreement 5 – Resolution 1545 and the Parking Permit Purchase Agreement
Action Requested: Adopt Resolution 1543, approving the Disposition and Development Agreement for 502 W Front Street, Resolution 1544 - approving the Type 3 Participation Agreement with Front Street Investors, LLC and Resolution 1545 - approving the Parking Permit Purchase Agreement with Front Street Investors, LLC	

Background:
In September 2016, CCDC issued an RFP for the 0.3 acre Remnant parcel located on Front Street between 5th and 6th in the River Myrtle-Old Boise Urban Renewal District. One submission was received and CCDC Board of Commissioners awarded the Proposal to Capitol Partners, LP on November 14, 216. The proposal included a concept for a 600 space garage and 140 room hotel.

Subsequent to the award of the proposal, the developer – now DBA Front Street Investors, LLC - has been working with CCDC for many months determining how best to bring this project to fruition. The developer has found a hotel partner who will build a 7-story, 138 room hotel to wrap the now 540 space garage. CCDC finds this project to be consistent with redevelopment plans for the district and wants to encourage and support this development of currently vacant parcels and associated public and private parking within the District. As such, CCDC will be participating in the project in three ways 1) through discounted land disposition 2) reimbursing for public improvements 3) purchasing 200 monthly parking passes for 7 years to be re-sold to the public.

The Front Street Investors development team consists of Clay Carley and Dean Papė. Developer will be responsible for the construction of the Garage, and is partnering with Raymond Management Company, a hotel developer to build the hotel which will wrap the garage. If developer is unable to finalize agreements with the hotel developer, or if the hotel

developer otherwise terminates the hotel development, Front Street Investors will be given a period of 3 years to build a different commercial development valued at a minimum of $25 million.

The terms of this 3-part participation will be included in 3 agreements: Disposition and Development Agreement, Type 3 Assistance Agreement, and a Parking Permit Purchase Agreement. The basic terms of each agreement are listed below.

1. Disposition Agreement
    a. $300,000 paid by Developer to CCDC at closing, no additional land write-down will be provided upon completion of the project.
    b. Requirement to build 500 space parking garage and hotel/commercial for $25 million (not including the parking garage) within 3 years.
    c. Requirements to close on property will include:
        i. Evidence of financing,
        ii. General Contractor under contract,
        iii. Entitlements with City of Boise to facilitate a construction start date within a timely manner of disposition
    d. Construction commencing not later than Jan. 1, 2019, or the property ownership will automatically revert to CCDC, unless prior written consent is given.
    e. All three Agreements must be finalized and signed before conveyance.

2. Public Improvements Participation (Type 3 Transformative Assistance)
    a. Updated Reimbursement Request not to exceed $1,478,439
        i. Streetscapes: $581,514
        ii. Utilities: $636,775
        iii. Streets & Alley: $94,750
        iv. 2 Public Plazas/Parks: $165,400*
        **Contingent upon Parks and Recreation Department acceptance of Open Space Easement*
    b. Reimbursement paid over 4 years, once actual increment revenue generated by the project is received by CCDC.
    c. $330,000 of the $1,478,439 to be paid upon completion for Front Street Streetscape Improvements, a CCDC planned, CIP project developer is completing

3. Parking Permit Purchase Agreement
    a. CCDC purchases 200 monthly passes for 7 years @ fixed price of $150 per space. This totals $30,000/month or $360,000/year.
    b. Spaces re-sold by Developer/Operator, and CCDC will receive the income from any/all of the 200 allotted spaces that are re-sold to the public
    c. Developer's existing customers, will not be included in passes re-sold from CCDC's allotted spaces (i.e. Hotel spaces and parkers on-site today)

d. All passes must be sold at same pricing and at a minimum price of $150/month with CCDC passes sold first.

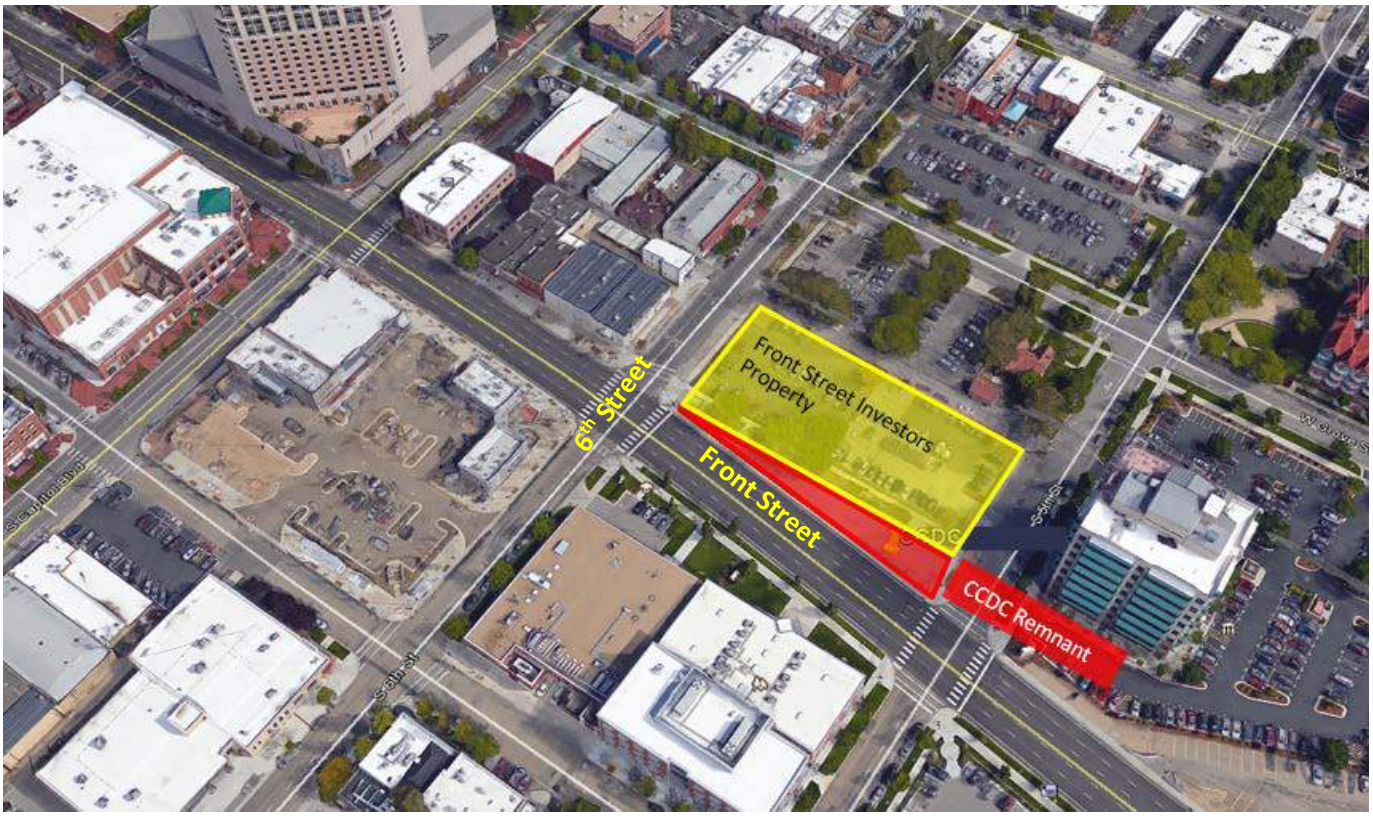
Project Timeline:
November 2016: Proposal for Remnant Disposition Awarded to Capitol Partners, LP
November 2017: Letter of Intent of Agreement Terms signed by Developer and CCDC
January 2018: City DR Approved Project
April 2018: Board Reviews Project for Designation
May 2018: Board Approves 3 Participation Contracts for Project
June 2018: Expected Property Conveyance
July 2018: Construction Begins
January 2020: Construction Complete, Front Street Improvements Reimbursement Paid
2021 – 2025: Public Improvements Reimbursement Paid
2020 – 2026: Parking Spaces purchased by CCDC

Fiscal Notes:
Reimbursement and/or payment of eligible public improvements not-to-exceed $1,478,439. Discounted land sale of $300,000. Public parking purchase expenses of $2,520,000. Total anticipated participation is not to exceed $4,441,939. Reimbursement will be paid using tax increment generated by the project, not including the $330,000 to be paid upon completion for Front Street streetscapes. Currently the project value is expected to be $18,250,000 million for the garage and approximately $31,000,000 million for the hotel for a total estimated project value of $49,250,000. The project is estimated to generate approximately $2.8 million in tax increment revenue over the life of the district, part of which will be used to reimburse developer for the identified public improvements, and may pay for some of the parking spaces if all are not re-sold. Re-leasing of all 200 parking spaces would result in a revenue neutral parking investment of $2,520,000 and provide additional public parking in this location.

Staff Recommendation:
Adopt Resolution 1543, approving the Disposition and Development Agreement for 502 W Front Street, Resolution 1544 - approving the Type 3 Participation Agreement with Front Street Investors, LLC and Resolution 1545 - approving the Parking Permit Purchase Agreement with Front Street Investors, LLC

Suggested Motion:
I move to Adopt Resolution 1543, approving the Disposition and Development Agreement for 502 W Front Street, Resolution 1544 - approving the Type 3 Participation Agreement with Front Street Investors, LLC and Resolution 1545 - approving the Parking Permit Purchase Agreement with Front Street Investors, LLC

ATTACHMENT 1 – SITE MAP



ATTACHMENT 2 - RENDERINGS





ATTACHMENT 3 – Resolution 1543 and Disposition and Development Agreement

RESOLUTION NO. 1543

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AND FRONT STREET INVESTORS, LLC; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE AGREEMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amended and Restated Urban Renewal Plan River Street-Myrtle Street Urban Renewal Project (annexation of the Old Boise Eastside Study Area and Several Minor Parcels) and renamed River Myrtle-Old Boise Urban Renewal Project (the "River Myrtle-Old Boise Plan") and following said public hearing, the City Council adopted its Ordinance No. 6362 on November 30, 2004, approving the River Myrtle-Old Boise Plan and making certain findings; and,

WHEREAS, the jurisdictional area of the River Myrtle-Old Boise Plan is referred to herein as the "Project Area"; and,

WHEREAS, in order to achieve the objectives of the River Myrtle-Old Boise Plan, the Agency is authorized to acquire real property for the revitalization of areas within the Project Area; and,

WHEREAS, the Agency owns certain real property generally located at 502 West Front Street, Boise, Idaho 83702 (the "Site") which parcels were acquired by the Agency in 2007; and,

WHEREAS, the Agency seeks to initiate a redevelopment project to revitalize the Project Area, in compliance with the River Myrtle-Old Boise Plan, through the redevelopment of the Site which could also serve as a catalyst for redevelopment of other properties in the Project Area; and,

WHEREAS, following the publication of a Request For Qualifications / Proposals (RFQ/P) in the *Idaho Statesman* newspaper on September 20, 23, and 29 and October 8, 2016 the Agency received one (1) proposal for redevelopment of the Site on October 19, 2016; and,

WHEREAS, at a public meeting of the Agency Board on November 14, 2016, the Agency Board awarded the proposal from Capitol Partners, LP, which is the predecessor in interest to Front Street Investors, LLC ("Developer"); and authorized staff to enter into negotiations with Developer; and,

WHEREAS, following negotiations over the terms between Agency staff and Developer, Developer has provided Agency with a proposed final Disposition and Development Agreement ("DDA"), a copy of which is attached hereto as Exhibit A and incorporated herein as if set forth in full; and,

WHEREAS, Agency staff recommends approval of the DDA by the Agency Board; and,

WHEREAS, the Agency Board of Commissioners, taking into account and giving consideration to the uses of the Site and adjacent property as provided in the River-Myrtle Plan; the restrictions upon, and the covenants, conditions and obligations assumed by the Developer under the DDA and Idaho law; and the objectives of the River-Myrtle Plan to prevent the recurrence of slum or blighted areas, finds the disposition price in the DDA reflects the fair value of the Site for uses in accordance with the River-Myrtle Plan and that it is in the best public interest to approve the DDA and to authorize the Executive Director to execute the DDA, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

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

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

Section 2: That the DDA, a copy of which is attached hereto as Exhibit A and incorporated herein as if set out in full, is hereby approved as to both form and content.

Section 3: That the Executive Director is hereby authorized to sign and enter into the DDA and, further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the DDA, subject to representations by Agency legal counsel that all conditions precedent to actions and any necessary technical changes to the DDA or other documents are acceptable and that said changes are consistent with the provisions of the DDA and the comments and discussions received at the May 14, 2018, Agency Board meeting.

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

PASSED By the Urban Renewal Agency of Boise City, Idaho, on May 14, 2018. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on May 14, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chairman

ATTEST:

By: _____
David Beiter, Secretary

ATTACHMENT 1

DISPOSITION AND DEVELOPMENT AGREEMENT

CAPITAL CITY DEVELOPMENT CORPORATION

and

FRONT STREET INVESTORS, an Idaho Limited Liability Company

_____, 2018

6th and Front Urban Renewal Project

LIST OF ATTACHMENTS

Attachment 1	Site Plan of the 6th and Front Project ("Site Plan")
Attachment 2	Legal Description of the Property ("Legal Description")
Attachment 3	Schedule of Performance
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DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between THE URBAN RENEWAL AGENCY OF BOISE, IDAHO, also known as the CAPITAL CITY DEVELOPMENT CORPORATION, and FRONT STREET INVESTORS, LLC, an Idaho limited liability company qualified to do business in Idaho, individually referred to as a "Party" and collectively referred to as the "Parties." The Parties agree as follows:

1. DEFINITIONS

"Agency" means the Urban Renewal Agency of Boise, Idaho, also known as the Capital City Development Corporation, and any assignee of or successor to its rights, powers, and responsibilities under this Agreement.

"Agency Closing Conditions" has the meaning ascribed to it in Section 5.3.1.

"Agreement" has the meaning ascribed to it in the first paragraph of this document.

"Certificate of Completion" means the Certificate of Completion for the Project, as ascribed to it in Section 9.

"City" means the City of Boise, Idaho.

"Close" and "Closing" refer to that point in time when a deed held in Escrow is recorded in the office of the Recorder of the county in which the subject property is located and funds due to Agency upon delivery of the such deed are available for distribution from the Escrow to Agency, notwithstanding that such funds may not actually be distributed due to wire transfer deadlines or similar circumstances.

"Closing" has the meaning ascribed to it in Section 5.2.3.

"Closing Date" means the date of the Closing.

"Deed" means the Special Warranty Deed.

"Deposit" has the meaning ascribed to it in Section 5.1.2.1.

"Design Review Drawings" has the meaning ascribed to it in Section 7.4, including any approved revisions.

"Developer" means Front Street Investors, LLC, an Idaho limited liability company qualified to do business in Idaho, any Developer Affiliate that takes title to any portion of the Property

under this Agreement, and any other permitted assignee or successor in interest as herein provided.

"Developer Affiliate" has the meaning ascribed to it in Section 2.5.2.

"Developer Closing Conditions" has the meaning ascribed to it in Section 5.3.2.

"Effective Date" has the meaning ascribed to it in Section 13.8.

"Escrow" means the escrow set up by the Parties with the Escrow Agent with respect to the acquisition of the Property.

"Escrow Agent" has the meaning ascribed to it in Section 5.2.

"Final Construction Documents" means those drawings, plans, and specifications sufficient in detail to obtain a building permit for the Project, including a final landscaping and grading plan.

"Hazardous Materials" means any substance, material, or waste which is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of federal or Idaho law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251, *et seq.* (33 U.S.C. § 1321), or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* (42 U.S.C. § 6903); (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, *et seq.* (42 U.S.C. § 9601); or (9) determined by Idaho, federal, or local governmental authority to be capable of posing a risk of injury to health, safety, or property, including underground storage tanks.

"Party" has the meaning ascribed to it in the first paragraph of this document.

"Parties" has the meaning ascribed to it in the first paragraph of this document.

"Permitted Title Exceptions" has the meaning ascribed to it in Section 5.3.2.

"Plan Area" means the area under the jurisdictional scope of the Redevelopment Plan.

"Project" means the project that is the subject of this Agreement and more particularly described in Section 2.6 below.

"Project Area" means the Project Area identified in the Redevelopment Plan.

"Project Budget" has the meaning ascribed to it in Section 4.1.

"Property" has the meaning ascribed to it in Section 2.4 and means the real property described on Attachment 2.

"Purchase Price" has the meaning ascribed to it in Section 5.1.1.

"Redevelopment Plan" means the River Myrtle Renewal Plan as recommended by Agency and approved by City on December 4, 2001.

"Schedule of Performance" means the schedule attached to this Agreement as Attachment 3.

"Site" means certain real property (the "Site") as depicted on Attachment 1 and described on Attachment 2 attached hereto and incorporated herein.

"Special Warranty Deed" means a deed in the substance and form of the draft deed attached hereto as Attachment 5.

"Supplemental Title Objections" has the meaning ascribed to it in Section 3.2.

"Title Company" means TitleOne Corporation, having an address of 1101 W. River St., Suite 201, Boise, ID 83702.

"Title Policy" has the meaning ascribed to it in Section 5.3.2.

"Title Report" has the meaning ascribed to it in Section 3.2.

"Urban Renewal Law" has the meaning ascribed to it in Section 2.5.1.

2. SUBJECT OF AGREEMENT

2.1. Purpose of This Agreement.

The purpose of this Agreement is to effectuate the Redevelopment Plan by memorializing the disposition of Agency owned property to Developer to facilitate the Project, for construction of a hotel and parking garage development within the Plan Area.

2.2. The Redevelopment Plan.

This Agreement is subject to the provisions of the Redevelopment Plan.

2.3. The Project Area.

The Project Area is located in the Plan Area, and the exact boundaries thereof are specifically described in the Redevelopment Plan.

2.4. The Redevelopment Property ("Property")

The Property contemplated for disposition and redevelopment is located along Front Street between 6th Street and 5th Street, as is more particularly described in **Attachment 2**. The Property is approximately 0.32 acres and is currently owned by CCDC.

2.5. Parties to This Agreement.

2.5.1. Agency

Agency is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, title 50, chapters 20 and 29, Idaho Code (collectively the "Urban Renewal Law"). The office of Agency is located at 121 N. 9th Street, Ste. 501, Boise, Idaho.

2.5.2. Developer

Developer is Front Street Investors, LLC, an Idaho limited liability company qualified to do business in Idaho. The principal office of Developer is located at 106 N. 6th Street, #M2, Boise, Idaho 83702. Developer reserves the right to transfer the rights under this Agreement as authorized herein, including the right to have the Property to which it is to take title hereunder conveyed to and developed by an affiliated entity that it has a majority ownership stake in and controls ("Developer Affiliate").

2.5.3. Developer's General Contractor

Developer has selected ESI Construction as its general contractor for the Project. The qualifications and identity of Developer's general contractor are of particular concern to Agency. In the event Developer desires to select another general contractor for the Project other than the contractor identified in materials supplied to the Agency by Developer, Developer agrees to notify Agency of such desire and provide the identity of the substitute general contractor for Agency's approval, which approval shall not be unreasonably withheld.

2.6. The Project.

The Project that is the subject of this Agreement is construction of a hotel with 138 guest rooms, lobby/lounge area, pool, and fitness room (the "Hotel") by a third party and a parking garage with approximately 540 parking spaces, bike parking, and two elevator and stair towers (the "Parking Garage") (collectively the Hotel and the Parking Garage are referred to as the "Project"). The Project will be condominiumized, with the Hotel and the parking garage

being separate units within the condominium regime. The Project will also include associated public improvements including new streetscapes on all block faces, relocating and expanding utility services, and public plaza space.

The Project will substantially conform to the Design Review Drawings, attached hereto as **Attachment 4** (the "Design Review Drawings"), as amended.

Developer shall cause to be completed the construction of the Hotel on the Property on or before two (2) years after the Closing. Completion of construction means issuance of a certificate of occupancy or temporary certificate of occupancy by the City for the Hotel. Upon completion of the construction of the Hotel, the condominium units that comprise the Hotel shall have a value of no less than Twenty Five Million Dollars ($25,000,000), which valuation shall be the greater of: a) the project costs for the Hotel as identified in building permits issued by the City of Boise for the Hotel; b) the fair market value of the Hotel unit or units, as determined by an appraiser licensed in the State of Idaho; or c) the assessed value of the Hotel unit or units, as determined by the Ada County Assessor.

2.7. Alternate Construction Obligation.

Developer may elect to construct an alternate building within the River-Myrtle Plan Area ("Alternate Building") instead of constructing the Hotel. If Developer elects to construct an Alternate Building, such Alternate Building shall meet the following criteria:

The Alternate Building must be located on the Property or at Developer's property on Grove Street located at 521, 515, and 501 West Grove Street. Construction of the Alternate Building shall be completed no later than 3 years after the Parking Garage has opened. Completion of construction means issuance of a certificate of occupancy or temporary certificate of occupancy by the City for the Alternate Building.

The Alternate Building shall have, upon completion, a value of no less than Twenty Five Million Dollars ($25,000,000), which valuation shall be the greater of: a) the project costs for the Alternate Building as identified in building permits issued by the City of Boise for the Alternate Building; b) the fair market value of the Alternate Building, as determined by an appraiser licensed in the State of Idaho; or c) the assessed value, as determined by the Ada County Assessor.

Developer's decision to construct the Alternate Building instead of the Hotel does not relieve Developer of its obligation to construct the Parking Garage. If Developer elects to construct the Alternate Building instead of the Hotel, Developer shall provide Agency with design drawings for the revised Parking Garage for Agency's review and approval (which shall not be unreasonably withheld) before submitting any design review applications to the City for the construction of the Parking Garage on the Property without the Hotel.

2.8. Disposition Does Not Contemplate Land Speculation.

Developer represents and warrants that its undertakings pursuant to this Agreement are and will be used for the purpose of the development of the Project and not for speculation in landholding except as to the extent authorized in this Agreement.

2.9. Selection of Developer.

Developer further recognizes that in view of:

(1) The importance of the Project as part of the development of the Property to the general welfare of the community;

(2) the reliance by Agency on the real estate expertise of Developer and the continuing interest which Developer will have in the Project to assure the quality of the use, operation, and maintenance of the development thereof; and

(3) the fact that a change in control of Developer or any other act or transaction involving or resulting in a significant change in the ownership or a change with respect to the identity of the parties in control of Developer or the degree thereof may be for practical purposes a transfer or disposition of any portion of the Project.

The qualifications and identity of Developer are of particular concern to Agency, and it is because of such qualifications and identity that Agency has entered into this Agreement with Developer. No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. Except as provided herein, Developer shall not assign all or any part of this Agreement without the prior written approval of Agency, which approval shall not be unreasonably withheld.

It shall not be unreasonable for Agency to withhold its approval when using criteria such as those used by this and other redevelopment agencies in selecting redevelopers for similar developments, or because the proposed transferee does not have a current financial strength, experience, or reputation for integrity equal to or better than Clayton Carley and Dean Papé as of the date this Agreement has been executed by Agency. Developer shall promptly notify Agency of any and all changes whatsoever in the identity of the parties having control of Developer. This Agreement may be terminated by Agency if there is any significant change (voluntary or involuntary) in the management or control of Developer in violation of this Agreement (other than such changes occasioned solely by the death or incapacity of an individual) that has not been approved by Agency prior to the time of such change, if such change occurs prior to the issuance of the Certificate of Completion referred to in Section 9.1.

Developer warrants and represents to Agency that Developer is a manager-managed limited liability company. The sole manager of Developer is Front Street Development, LLC.

The manager of Developer has full and exclusive authority, power and discretion to manage and control the business and affairs of Developer relating to the acquisition and development of the Project, without the need for approval by the members of Developer. Although the manager is and intends to remain a member of Developer, the authority of the manager of Developer is not dependent upon the manager's ownership of a membership interest in Developer. The following shall not be changed without the prior written approval of Agency, which approval shall not be unreasonably withheld: (a) the structure of Developer as a manager-managed limited liability company; (b) the identity of the manager of Developer; (c) the number of managers of Developer; and (d) the authority of the manager as it relates to the Property and the Project.

Notwithstanding any other provisions hereof, Developer reserves the right, at its discretion and without the prior written consent of Agency, subject to the disclosure requirements set forth below, to join and associate with other persons in joint ventures, partnerships, or other entities for the purpose of acquiring and developing the Property, or portions thereof, provided that Developer maintains operating control of such entities and remains fully responsible to Agency as provided in this Agreement with respect to the Property. This section is not deemed to preclude mortgage-lender participation and conditions therein, provided such mortgage-lender participation complies with this Agreement.

At this time, Developer has entered into an agreement with Boise Downtown Lodging Associates (""BDLA") for the construction of the Hotel. Developer shall not enter into an agreement for the construction of the Hotel other than BDLA without Agency's written approval, which approval shall not be unreasonably withheld.

Provided further, however, Developer is required to make full disclosure to Agency of its principals, officers, managers, joint venturers, key managerial employees involved in the Project, and all similar material information concerning Developer, in each case to the extent relevant to Developer's performance hereunder. Any significant change during the period of this Agreement in the control of Developer or the control by Developer of the Project covered by this Agreement is subject to the approval of Agency, such approval not to be unreasonably withheld.

3. RIGHT OF ENTRY/REVIEW OF TITLE

3.1 Right of Entry; Developer's Investigations.

Subject to the conditions set forth herein, including the insurance and indemnity provisions set forth in Section 8, Developer and its agents, contractors, consultants, and employees are hereby given permission to access the Property at all reasonable times until the Closing (or earlier termination of this Agreement), during normal business hours, for the purpose of conducting tests and inspections of the Property, including surveys and architectural, engineering, geotechnical and environmental inspections and tests; provided,

however, any intrusive or invasive investigations (e.g., core sampling, and including, without limitation, any environmental testing other than a Phase I or Phase II Environmental Site Assessment or update to any prior environmental assessments) shall be subject to Agency's prior written consent, which consent shall not be unreasonably withheld.

Developer shall provide to Agency, promptly upon completion and at no cost or expense to Agency, a list of all reports, studies and test results prepared by Developer's consultants and copies of any of the above-listed materials Agency might request. All of the foregoing inspections shall be performed by Developer at Developer's sole cost and expense.

As a condition to any such entry, inspection or testing, Developer shall (a) notify Agency in advance of the date and purpose of the intended entry and provide to Agency the names and/or affiliations of the persons entering the Property; (b) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property; (c) comply with all applicable laws and governmental regulations; (d) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed by or on behalf of Developer; (e) maintain or assure maintenance of workers' compensation insurance on all persons entering the Property in the amounts required by the State of Idaho; and (f) promptly repair any and all damage to the Property caused by Developer, its agents, employees, contractors, or consultants and return the Property to its original condition following Developer's entry.

Developer shall indemnify, defend, and hold harmless Agency, and its officers, officials, representatives, members, employees, volunteers and agents from and against any and all loss, cost, liability or expense (including reasonable attorneys' fees) arising from the entries of Developer, its agents, contractors, consultants, and employees upon the Property or from Developer's failure to comply with the conditions to Developer's entry onto the Property provided for herein; provided, however, the indemnity shall not extend to protect Agency from any pre-existing liabilities for matters merely discovered by Developer (e.g., latent environmental contamination). Such indemnity shall survive the Close of Escrow or the termination of this Agreement for any reason.

3.2 Review of Title; Approved Title Exceptions.

Prior to the Effective Date of this Agreement, Developer reviewed the Commitment for Title Insurance (attached hereto as Attachment No. 5) and underlying title documents disclosed therein for the Property, issued by Title One Corporation (the "Title Report"**).** Developer agrees it shall accept title to the Property with the Permitted Title Exceptions.

If, prior to the Close of Escrow, Developer receives any supplement to the Title Report (with the understanding that Developer shall have the right to order updates to the Title Report at any time prior to Close of Escrow) disclosing any new title matters that will adversely affect the development of the Project, not disclosed to Developer prior to the expiration of the Effective Date, Developer shall have five (5) business days from receipt of such supplemental

title report (and all underlying documents referenced therein) to notify Agency of any objections ("Supplemental Title Objections") it may have with respect to the supplemental title report.

If Developer does not give such notice within such five (5) business day period, such failure shall be conclusively deemed to be Developer's approval of those matters.

If Developer has any Supplemental Title Objections, Agency shall have five (5) business days after receipt thereof to notify Developer that Agency (a) will cause or (b) elects not to cause any or all of the Supplemental Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to Developer. Agency's failure to notify Developer within such five (5) business day period as to any Supplemental Title Objections that Agency is willing to cure or cause to be insured over shall be deemed an election by Agency not to remove or have the Title Company insure over such Supplemental Title Objections.

If Agency notifies or is deemed to have notified Developer that Agency shall not remove nor have the Title Company insure over any or all of the Supplemental Title Objections, Developer shall have three (3) business days after the expiration of Agency's five (5) business day period to respond to Developer's Supplemental Title Objections to either (a) terminate this Agreement or (b) waive such Supplemental Title Objections and proceed to Closing, without any abatement or reduction in the purchase price on account of such Supplemental Title Objections or (c) propose an abatement or reduction in the purchase price on account of such Supplemental Title Objections, which the Agency shall have ten (10) days to accept or reject. In the event Developer proposes an abatement or reduction in the purchase price pursuant to this paragraph and Agency rejects said proposal, Developer shall have three (3) business days after receipt of written notification of said rejection to terminate this Agreement or waive its Supplemental Title Objections and proceed to Closing.

If Developer does not give notice within said period. Developer shall be deemed to have elected to waive the Supplemental Title Objections.

3.3 Compliance With Laws.

Developer shall comply with applicable laws and building codes with respect to any work or investigations on the Property prior to Closing.

4. EVIDENCE OF PROJECT FINANCING

4.1. **Submission of Preliminary Evidence of Financing**.

No later than ten (10) days after the Effective Date or such later time as may be approved by Agency, Developer shall submit to Agency's Executive Director evidence satisfactory to the Executive Director that Developer will have at or before Closing the financial capability necessary for the acquisition of the Property and the development of the Project thereon pursuant to this Agreement. This includes documentation of financial capacity and ability to construct the Parking Garage and the Hotel. Such **preliminary** evidence of financial capability shall include all of the following:

(a) Reliable cost estimates for Developer's total cost of acquiring the Property and developing the Project (including both "hard" and "soft costs) ("Project Budget")**.**

(b) A copy of the term sheets or loan commitment or commitments obtained by Developer, or a Letter of Intent and proof of funds from and equity partner, for all of the sources of funds to finance acquisition of the Property and construction of the Project. All copies of term sheets and loan commitments submitted by Developer to Agency shall be certified by Developer to be true and correct copies thereof. Each commitment for financing shall be in such form and content acceptable to Agency's Executive Director and shall reasonably evidence a firm and enforceable commitment, with only those contingencies and conditions that are standard or typical for similar projects prior to land closing.

(c) If the total Project Budget exceeds the amount of financing commitments received pursuant to subparagraph (b) above, evidence satisfactory to the Executive Director demonstrating that Developer has adequate funds available and committed to cover such difference.

4.2. **Time to Approve Evidence of Financing**.

Agency shall approve or disapprove of Developer's preliminary evidence of financing within five (7) business days of receipt of a complete submission. Agency's approval shall not be unreasonably withheld. If Agency's Executive Director shall disapprove such evidence of financing, he or she shall do so by written notice to Developer stating the reasons for such disapproval and Developer shall promptly resubmit its evidence of financial capability, as modified to conform to Agency's requirements, not more than twenty (20) days after receipt of the Agency Executive Director's disapproval.

4.3. **Public Records Law**.

All information submitted to Agency may be subject to the Idaho Public Records Law. As an alternative to formal submittal of this required information, Developer may allow an inspection and review of such information by Agency. In such case, Agency shall provide a notice of approval of evidence of financing in writing within the time allotted in Section 4.2.

4.4. Lender Modifications.

The Parties acknowledge that substantial debt financing will be necessary for the development of the Project. Developer may submit for Agency approval, and Agency shall reasonably consider, modifications to this Agreement requested by Developer's lenders or prospective lenders for the Project.

5. DISPOSITION AND CONVEYANCE OF THE PROPERTY

5.1. Disposition and Conveyance of the Property.

In accordance with and subject to all the terms, covenants, and conditions of this Agreement, Agency agrees to convey the entire fee estate of the Property in the condition required pursuant to Section 6 of this Agreement to Developer.

Developer agrees to develop the Property within the time, for the consideration, and subject to the terms, conditions, and provisions as herein provided, including, without limitation, as provided in the Schedule of Performance (**Attachment 3**). Agency agrees to meet its obligations herein provided with respect to the Property including, without limitation, as provided in the Schedule of Performance. The time periods set forth in the Schedule of Performance for Developer's obligations hereunder may be extended for up to 90 days in total if the delays are caused by matters beyond the Developer's reasonable control. Any extension must be agreed upon in writing by Agency's Executive Director.

The sale of the Property by Agency to Developer is for purpose of development, in compliance with the Urban Renewal Law, and to achieve the objectives of the Redevelopment Plan. Thus, use of the Property for land speculation is prohibited.

5.1.1. Purchase Price

The purchase price for the Property (the "Purchase Price") is Three Hundred Thousand Dollars ($300,000.00). The Purchase Price is the fair market value of the Property unencumbered by this Agreement, as determined by the Parties based upon commercial appraisals obtained by Agency and Developer. The Agency, in accordance with Idaho law, may only sell real property for not less than its fair value for uses in accordance with the urban renewal plan and other restrictions that may be imposed by the Agency. *See* Idaho Code § 50-2011. Agency and Developer have determined that the fair value (or the "fair re-use value") of the Property is less than $300,000. In determining the fair re-use value of the Property, Agency considered the requirements of the Plan, the permitted uses of the Property provided in the Plan; the restrictions upon, and the covenants, conditions and obligations to develop and construct the Hotel and parking structure (or the Alternate Building) in accordance with this Agreement; and the objectives of the Plan for the prevention of the recurrence of slum or blighted areas within the Plan Area and how the disposition of the Property to Developer is designed to achieve those goals.

Developer acknowledges the Purchase Price is final and not subject to any adjustment upon Developer's completion of the Project.

5.1.2. Payment of Purchase Price

5.1.2.1. Deposit. Within five (5) days of the Effective Date, Developer shall deposit with Agency the sum of Fifteen Thousand Dollars ($15,000.00). The Deposit shall be credited to the Purchase Price upon the Closing.

5.1.2.2. Closing Funds. At least one (1) day prior to the Closing, the balance of the Purchase Price shall be deposited into Escrow by Developer by (i) a wire transfer of funds, (ii) cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of Idaho, or (iii) cash.

5.2. Escrow.

Within five (5) business days after the Effective Date of this Agreement, the Parties agree to open an escrow (the "Escrow") with TitleOne Corporation (the "Escrow Agent"). This Agreement constitutes the joint escrow instructions of Agency and Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of the Escrow. Agency and Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agent hereby is empowered to act under this Agreement and, upon indicating its acceptance of the provisions of this Section in writing delivered to Agency and to Developer within five (5) days after the opening of the Escrow, shall carry out its duties as Escrow Agent hereunder.

5.2.1. Escrow Instructions

This Agreement, together with any standard instructions of Escrow Agent that the Parties may subsequently execute, and any additional instructions of Developer and Agency to Escrow Agent consistent with the provisions of this Agreement, shall constitute the joint escrow instructions of Developer and Agency to Escrow Agent as well as an agreement between Developer and Agency. In the event of any conflict between the provisions of this Agreement and Escrow Agent's standard instructions, if executed by the Parties, this Agreement shall prevail.

5.2.2. Payment of Costs

Developer and Agency shall each pay one-half of the Escrow fee, any charges for recording the Special Warranty Deed and the other documents to be recorded hereunder (to the extent the County Recorder's Office does not waive such charges). Agency shall pay the charge for an ALTA standard owner's policy in the amount of the Purchase Price. Developer shall pay the charge for any additional title coverage requested by Developer, including an ALTA

extended owner's policy, if Developer obtains such policies. Developer will be responsible for paying endorsements desired by Developer except for the cost of any endorsements Agency agrees to provide to cure any Supplemental Title Objections pursuant to Section 3.2. Agency and Developer shall each be responsible for their respective attorneys' fees and costs. Taxes and assessments, if any, applicable to periods before and after Closing shall be allocated to the Property and prorated between the Parties in an equitable manner. Agency shall cause all utilities serving the Property to be terminated on or before Closing and shall be responsible for costs associated with such utility services prior to Closing. All other costs of the Escrow not specifically allocated in this Agreement shall be allocated to the Parties as is customary in a commercial real estate transaction in Ada County, Idaho.

5.2.3. Close of Escrow

The Close of Escrow ("Closing") shall occur within ten (10) days after the date all of the Agency Closing Conditions and the Developer Closing Conditions in Sections 5.3.1 and 5.3.2 (other than the conditions on the delivery of documents and funds into Escrow, which shall occur during said ten (10) day period) are satisfied or waived by the benefited party, but in no event later than the date that is ten (10) months after the Effective Date.

5.2.4. Deliveries by Agency

On or before the scheduled Closing Date, Agency shall deliver the following to Escrow Agent:

(a) the Special Warranty Deed, duly executed and acknowledged by Agency;

(b) all other documents reasonably required by Escrow Agent from Agency to carry out and close the Escrow pursuant to this Agreement.

5.2.5. Deliveries by Developer

On or before the scheduled Closing Date, Developer shall deliver the following to Escrow Agent:

(a) the balance of the Purchase Price;

(b) all other sums and documents reasonably required by Escrow Agent from Developer to carry out and close the Escrow pursuant to this Agreement, including Developer's portion of the Escrow fees and prorations.

5.2.6. Closing, Recording and Disbursements

On the Closing Date (except as otherwise provided below), and when all of the conditions precedent to the Close of Escrow set forth in Sections 5.3.1 and 5.3.2 of this

Agreement have been satisfied or waived by the appropriate party in writing, Escrow Agent shall take the actions set forth in this Section.

(a) Recording. Escrow Agent shall cause the Special Warranty Deed to be recorded in the office of the Recorder of Ada County, Idaho.

(b) Disbursement of the Purchase Price. Escrow Agent shall disburse the Purchase Price to Agency after deducting therefrom the escrow closing costs and prorations chargeable to Agency hereunder.

(c) Delivery of Closing Documents. Escrow Agent shall deliver to Developer the recorded Special Warranty Deed. Escrow Agent shall deliver to Agency the recorded Memorandum, and any other documents (or copies thereof) deposited by Developer with Escrow Agent pursuant to this Agreement, with copies of same to Developer.

(d) Delivery of Title Policy. Escrow Agent shall instruct the Title Company to deliver the Title Policy to Developer.

5.2.7. General Escrow Account

All funds received in the Escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general escrow account or accounts with any state or national bank doing business in the State of Idaho. Such funds may be transferred to any other such general escrow account or accounts. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a 30-day month.

5.2.8. Termination

If the Escrow is not in condition to close within the time set forth in Section 5.2.3 for any reason, either Party who has fully performed its obligations under this Agreement to permit the Closing to occur, may, in writing to the other Party and Escrow Agent, terminate this Agreement in the manner set forth in Section 11.6 hereof, and demand the return of its money, papers, and documents. Thereupon all obligations and liabilities of the Parties under this Agreement shall cease and terminate in the manner set forth in Section 11.6. If neither Agency nor Developer has fully performed the acts to be performed before the time for conveyance, as set forth in Section 5.2.3, in the event that Escrow Agent receives a notice of termination pursuant to this Section 5.2.8, no termination or demand for return shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such notice of termination to the other Party or Parties at the address set forth in Section 2.5. If any objections are raised within the 10-day period, the Escrow Agent is authorized to hold all money, papers, and documents until instructed in writing by both Agency and Developer or upon failure thereof by a court of competent jurisdiction. If no such demands are made, the Parties shall cause the Closing to occur as soon as possible. The terms of this paragraph shall not affect the rights of Agency or Developer to terminate this Agreement under Section 11 hereof. Nothing in this Section shall

be construed to impair or affect the rights or obligations of Agency or Developer to specific performance.

5.2.9. Amendment

Any amendment of these escrow instructions shall be in writing and signed by both Agency and Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

5.2.10. No Real Estate Commissions or Fees

Agency represents that it has not engaged any broker, agent, or finder in connection with this transaction. Developer represents that it has not engaged a broker in connection with this transaction. Developer agrees to hold Agency harmless from any claim concerning any real estate commission or brokerage fees arising out of Developer's actions and agrees to defend and indemnify Agency from any such claim asserted concerning the commission or brokerage fees. Agency agrees to hold Developer harmless from any claim concerning any real estate commission or brokerage fees arising out of Agency's actions and agrees to defend and indemnify Developer from any such claim asserted concerning the commission or brokerage fees. Provided, however, nothing herein shall prevent Developer from preleasing or preselling space within the Project, thus incurring real estate commissions or brokerage fees. In no event, though, shall Agency be liable for any real estate commission or brokerage fees on account of any such preleasing or preselling activity.

5.3. Conditions to Property Transfer.

5.3.1. Conditions to Agency's Obligations

In addition to any other condition set forth in this Agreement in favor of Agency, Agency shall have the right to condition its obligation to convey the Property to Developer and close the Escrow upon the satisfaction, or written waiver by Agency, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "Agency Closing Conditions"):

(a) **Permits and Approvals**. Developer shall have obtained all land use approvals and entitlements (other than grading permits, building permits, and condominium plat approvals) for the development of the Project from all governmental agencies with jurisdiction. With regard to such land use approvals and entitlements issued by the City for the Project, the time period for appealing or challenging such approvals and entitlements shall have expired with no challenge having been timely filed, or if timely filed, either the approval or entitlement has been upheld or such action has otherwise been concluded in a manner satisfactory to Developer and Agency. Developer shall have obtained approval of its final grading plans for the Project and grading permits shall be

ready to be issued upon payment of fees. Developer shall provide written confirmation from the City that the permits and approvals are ready to be issued.

(b) **Developer_Deliveries Made**. Developer has deposited with Escrow Agent all sums and documents required of Developer by this Agreement for the Closing.

(c) **Insurance**. Developer shall have timely submitted and obtained Agency's approval of the insurance required pursuant to Section 8.1 of this Agreement.

(d) **Evidence of Financing**. Agency shall have approved Developer's evidence of financing in accordance with Section 4 of this Agreement.

(e) **No Default**. Developer shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured), and all representations and warranties of Developer contained herein shall be true and correct in all material respects.

(f) **Construction Contract.** Prior to Closing, Developer shall submit to Agency a construction contract for the Project that requires the Project to be constructed for an amount that does not substantially exceed the Project Budget, as described in Section 4.1.

5.3.2. Conditions to Developer's Obligations

In addition to any other condition set forth in this Agreement in favor of Developer, Developer shall have the right to condition its obligation to purchase the Property and close the Property Escrow upon the satisfaction, or written waiver by Developer, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "Developer Closing Conditions"):

(a) **Permits and Approvals.** Developer shall have obtained all land use approvals and entitlements for the conveyance of the Property and for the development of the Project from all governmental agencies with jurisdiction, with the exception of grading permits, building permits and final condominium plat approvals. The time period for appealing or challenging such approvals and entitlements shall have expired with no challenge having been timely filed, or if timely filed, either the approval or entitlement has been upheld or such action has otherwise been concluded in a manner satisfactory to Developer and Agency. Developer shall have obtained approval of its final grading plans for the Project and grading permits shall be ready to be issued upon payment of fees.

(b) **Agency Deliveries Made.** Agency has deposited with Escrow Agent all documents required of Agency by this Agreement for the Closing.

(c) **Title Policy**. The Title Company is unconditionally and irrevocably committed to issue to Developer at Closing a ALTA standard coverage owner's title policy, or, upon Developer's request, an ALTA extended coverage owner's policy of title insurance ("Title Policy"), insuring Developer's title to the Property in the amount of the Purchase Price, subject only to the following (collectively, the "Permitted Title Exceptions"): the standard exceptions and exclusions from coverage contained in such form of the policy; matters created by, through or under Developer; items disclosed by the Survey; items that would have been disclosed by a physical inspection of the Property on the Effective Date; real estate taxes not yet due and payable; the documents to be recorded under this Agreement; any mutually agreed upon Supplemental Title Objections; and the exceptions disclosed in the Title Report that are listed in the first paragraph of Section 3.2 of this Agreement. If Developer requests ALTA extended coverage, any standard exceptions shall not be Permitted Title Exceptions.

(d) **No Default.** Agency shall not be in default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured), and Agency's representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date.

(e) **Debt and Equity Financing**. Agency shall have approved Developer's evidence of financing in accordance with Section 4 of this Agreement.

(f) **Construction Contract.** Prior to Closing, Developer shall submit to Agency a construction contract for the Project that requires the Project to be constructed for an amount that does not substantially exceed the Project Budget, as described in Section 4.1.

5.4. Satisfaction of Conditions.

Where satisfaction of any of the foregoing conditions requires action by Developer or Agency, each party shall use its diligent efforts, in good faith, and at its own cost, to expeditiously satisfy such condition. If a party is not in a position to know whether or not a condition precedent has been satisfied, then the party that is aware of the status of the condition shall immediately notify the other party.

5.5. Waiver.

Agency may at any time or times, at its election, waive any of the Agency Closing Conditions set forth in Section 5.3.1, but any such waiver shall be effective only if contained in a writing signed by Agency and delivered to Developer. Developer may at any time or times, at its election, waive any of the Developer Closing Conditions set forth in Section 5.3.2, but any such waiver shall be effective only if contained in a writing signed by Developer and delivered to Agency.

5.6. Termination.

In the event each of the Agency Closing Conditions set forth in Section 5.3.1 is not fulfilled by the outside date for the Closing Date, or such earlier time period as provided for herein, or waived by Agency pursuant to Section 5.5, and provided Agency is not in default of this Agreement, Agency may at its option terminate this Agreement and the Escrow opened hereunder. In the event that each of the Developer Closing Conditions set forth in Section 5.3.2 is not fulfilled by the outside date for the Closing Date, or such earlier time period as provided for herein, or waived by Developer pursuant to Section 5.5, and provided Developer is not in default of this Agreement, Developer may at its option terminate this Agreement and the Escrow opened hereunder. No termination under this Agreement shall release either party then in default from liability for such default. In the event this Agreement is terminated, all closing documents and funds delivered by Agency to Developer or Escrow Agent shall be returned immediately to Agency and all closing documents and funds delivered by Developer to Agency or Escrow Agent shall be returned immediately to Developer; provided, however, that Agency shall retain the Deposit so long as Agency has fully performed the obligations required to be performed by Agency prior to that time.

6. CONDITION OF THE PROPERTY.

6.1. "As Is".

Subject to Agency's representations and warranties expressly set forth in this Agreement, Developer acknowledges and agrees that any portion of the Property that it acquires from Agency pursuant to this Agreement shall be purchased "as is."

6.2. Agency Representations.

Agency represents and warrants to Developer as follows: (1) Agency has given Developer all information that Agency has in its possession concerning the physical condition of the Property, (2) the individuals entering into this Agreement on behalf of Agency have the authority to bind Agency; (3) entering into this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary Agency action and do not violate the laws governing Agency's activities or any other agreement to which Agency is a party; (5) upon Close of Escrow, there will be no tenants, occupants or other parties in possession of the Property. These representations and warranties shall survive Close of Escrow and delivery of any Deed to Developer.

6.3. Environmental Release and Waiver.

Subject to Agency's representations and warranties expressly set forth in this Agreement, Developer hereby releases and waives all rights, claims, or causes of action

Developer may have in the future against Agency arising out of or in connection with any Hazardous Materials at, on, in, beneath, or from the Property.

7. DEVELOPMENT OF THE PROPERTY.

7.1. Development Obligation.

If acquired by Developer, the Property shall be developed as provided by and subject to the terms and conditions of this Agreement.

7.2. Local, State, and Federal Laws.

Developer shall carry out any required construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

7.3. Antidiscrimination During Construction.

Developer, for itself and its successors and assigns, agrees that in the construction of the improvements provided for in this Agreement, Developer will not discriminate against any employee or applicant for employment because of physical disability, race, color, creed, religion, sex, sexual orientation, gender identity/ expression, marital status, ancestry, or national origin.

7.4. Design Review Drawings.

The Parties acknowledge Developer has submitted to Agency Design Review Drawings attached hereto (Attachment 4). Agency approves the Design Review Drawings for development of the Property. If Developer proposes or advances any substantial change to the design of the Project, which change would be of such significance to require re-submittal to the City Design Review Committee, Developer shall provide Agency updated and revised Design Review Drawings. Agency shall have fifteen (15) days to review, approve, disapprove, or modify such changes. Any disapproval shall state in writing the reasons for disapproval and the changes which Agency requests to be made. Developer, upon receipt of a disapproval based upon powers reserved by Agency hereunder, shall revise such plans, drawings, and related documents (or such portions thereof) and resubmit them to Agency as soon as possible after receipt of the notice of disapproval.

7.5. Construction Reporting.

The Parties acknowledge and agree that communication and cooperation between the Parties is imperative to the successful completion of the Project and to achieve the objectives of the Redevelopment Plan. Therefore, the Parties shall endeavor to keep the other Party sufficiently informed regarding matters related to the development and construction of the

Project so the other Party can have a meaningful opportunity to review, comment, and respond on matters relating to the other Party's performance of its obligations under this Agreement.

7.5.1. Developer's Obligations

Developer, as requested by Agency, shall:

7.5.1.1. Permit Agency staff to attend weekly and/or monthly construction progress and design meetings for the Project to permit Agency to assess the progress of development and construction and assess compliance with the Schedule of Performance, and the adherence of the development and construction to the plans approved by Agency.

7.5.1.2. Provide Agency with a monthly written status report on the Project (consisting of a simple narrative of the status, an update as to the progress on the schedule of performance, and a summary of the percentage of completion) in sufficient time to allow for their distribution to Agency's board of directors prior to their regular monthly meetings; such monthly report shall include any photos taken by Developer in the normal course of project supervision that would be helpful to supplement the simple written narrative in the monthly status reports.

7.5.1.3. If requested, attend and provide oral status reports on the Project at regular monthly meetings of Agency's board of directors; and

7.5.1.4. To the extent the meetings described in Section 7.5.1.1 above are not adequate, schedule and attend meetings at the request of the Agency with Agency's staff, Agency's consultants, and representatives from the City of Boise or other public entities (if necessary)for general coordination and review of the progress and schedule of the Project, any implementation agreements or other documents to be submitted by either Party, and any other tasks necessary or convenient for development of the Project to achieve the objectives of the Redevelopment Plan.

7.5.2. Agency's Obligations

In furtherance of this Section, Agency shall:

7.5.2.1. Provide timely and meaningful comments to the information, reports, and other documents submitted to Agency by Developer; and

7.5.2.2. Upon Developer's request, provide Developer with all of Agency's comments, conditions, and requirements regarding Developer's plans for the Project in sufficient time (provided that Developer provides Agency with a reasonable period of time for Agency to review Developer's plans) for Developer to respond to Agency's

comments, conditions, and requirements prior to filing an application with City for the Project.

7.5.3. Meeting Attendance

The Parties shall use their best reasonable efforts to have their respective principals and staff members available, as needed, to participate in meetings, hearings, and work sessions if requested by the other Party.

7.5.4. Access to the Property

For the purpose of assuring compliance with this Agreement, upon prior written notice to Developer, representatives of Agency shall have the reasonable right of access to the Property without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Agency shall cause anyone who comes onto the Property on Agency's behalf to comply with applicable OSHA or other safety regulations. To the extent permitted by law, Agency shall indemnify, defend, and hold harmless Developer, and its officers, officials, representatives, members, employees, volunteers and agents from and against any and all loss, cost, liability or expense (including reasonable attorneys' fees) arising from the entries of Agency, its agents, contractors, consultants, and employees upon the Property.

7.5.5. Reasonableness

Developer shall reasonably comply with the requirements of the Redevelopment Plan and shall prepare final construction documents consistent with the Design Review Drawings. Agency will not unreasonably impose requirements regarding materials, design elements, construction methods or other elements that materially affect the costs of the Project, or which would cause development of the Project to become economically infeasible as set forth in Subsection 11.6.1.2. Nothing herein shall limit the reviewing authority of Agency granted under this Agreement, provided, however, that Agency and Developer acknowledge that cooperation between the parties is essential to the development of the Project.

7.6. Cost of Construction.

As between the Parties the cost of developing and constructing all improvements on the Property under this Agreement shall be borne by Developer unless agreed to otherwise in writing.

8. INSURANCE AND INDEMNIFICATION.

8.1. Bodily Injury, Property Damage, and Workers' Compensation Insurance.

Developer shall, or through its contractor shall, at its sole cost, obtain and maintain in force from and after the Closing insurance of the following types, with limits not less than those set forth below with respect to the Project, and with the following requirements:

8.2. Bodily Injury, Property Damage, and Workers' Compensation Insurance.

Developer shall, or through its contractor shall, at its sole cost, obtain and maintain in force from and after the Closing insurance of the following types, with limits not less than those set forth below with respect to the Project, and with the following requirements:

8.2.1. Commercial General Liability Insurance (Occurrence Form) with a minimum combined single limit liability of $2,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of $2,000,000 each person for personal and advertising injury liability. Such policy shall have an aggregate products/completed operations liability limit of not less than $2,000,000 and a general aggregate limit of not less than $2,000,000. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three (3) years following completion of the Project issuance of a certificate of occupancy, whichever is later. The policy shall be endorsed to name Agency, including its respective affiliates, the financing parties and the respective officers, directors, and employees of each as additional insureds. All policies shall be occurrence form policies and not a claims-made policy.

8.2.2. Builder's Risk Insurance upon the Project covering one hundred percent (100%) of the replacement cost of the Project. This policy shall be written on a builder's risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the construction, temporary buildings, falsework, and construction in transit, and shall insure against at least the following perils: (i) fire; (ii) lighting; (iii) explosion; (iv) windstorm or hail; (v) smoke; (vi) aircraft or vehicles; (vii) riot or civil commotion; (viii) theft; (ix) vandalism and malicious mischief; (x) leakage from fire extinguishing equipment; (xii) sinkhole collapse; (xiii) collapse; (xiv) breakage of building glass; (xv) falling objects; (xvi) debris removal; (xvii) demolition occasioned by enforcement of laws and regulations; (xviii) weight of snow, ice, or sleet; (xx) weight of people or personal property;

8.2.3. 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 with minimum limits as required by law. 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.

8.2.4. Automobile Liability Insurance covering use of all, 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.

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

8.2.6. Certificates of Insurance. Developer (or Developer's contractor(s), as applicable) shall provide certificates of insurance satisfactory in form to Agency (ACORD form or equivalent) to Agency 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 Agency prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Developer (or Developer's contractor(s), as applicable) shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At Agency's request, Developer shall provide a certified copy of each insurance policy required under this Agreement.

8.2.7. All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Insurance Reports" and qualified to do business in the State of Idaho.

8.2.8. The foregoing insurance coverage shall be primary and non-contributing with respect to any other insurance or self-insurance that may be maintained by Agency. Developer's General Liability Insurance policy shall contain a Cross-Liability or Severability of Interest clause. The fact that Developer has obtained the insurance required in this Section shall in no manner lessen or affect Developer's other obligations or liabilities set forth in the Agreement.

8.3. <u>Indemnification</u>.

Developer shall indemnify and hold Agency, 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 Agency, or its respective officers, agents, and employees by reason of any of the following occurrences:

8.3.1. Any work or thing done in connection with the Project by or at the direction of Developer, including, without limitation, inspection of the Property prior to Closing, any work

on the Property prior to Closing, and the construction of any improvements, or any tenant improvements, in each case by or at the direction of Developer; or

8.3.2. Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Project or any part thereof by Developer; or

8.3.3. Any negligence on the part of Developer or any of its agents, contractors, servants, employees, subtenants, operators, licensees, or invitees; or

8.3.4. Any accident, injury, or damage to any person or property occurring in, on, or about the Property or any part thereof during construction of the Project by or at the direction of Developer; or

8.3.5. Any failure on the part of Developer to perform or comply with any of the terms, provisions, covenants, and conditions contained in this Agreement to be performed or complied with on its part.

8.3.6. In case any action or proceeding is brought against Agency, or its respective officers, agents, and employees by reason of any such claim for which Developer is required to provide indemnification hereunder, Developer, upon written notice from Agency shall, at Developer's expense, resist or defend such action or proceeding.

8.3.7. Notwithstanding the foregoing, Developer shall have no obligation to indemnify and hold Agency 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 Agency, or its respective officers, agents, or employees or from conduct resulting in an award of punitive damages against Agency. The obligations of Developer under this Section are not intended to run with the land or to be binding upon subsequent owners of portions of the Property.

9. CERTIFICATE OF COMPLETION.

Promptly after completion of all construction and development to be completed by Developer for the Project, Developer shall submit to Agency a request for a certificate of completion for the Project ("Certificate of Completion"). Agency shall promptly issue the Certificate of Completion if (a) City has issued a certificate of occupancy for the shell and core of the Project and (b) if Developer is not in default under this Agreement and Agency has not sent notice to Developer of any event which with the passing of time could give rise to a default under this Agreement. The Parties acknowledge the failure to construct the Project within the time frame set forth in the Schedule of Performance may, after Agency provided Developer with written notice of default and an opportunity to cure any such default as set forth in Section 11, be considered by Agency as a default by Developer under this Agreement. Agency shall not unreasonably withhold the Certificate of Completion.

The Certificate of Completion shall be executed by Agency and Developer and be in such form as to permit it to be recorded by the Office of the County Recorder of Ada County, Idaho.

The Certificate of Completion shall be, and shall so state, conclusive determination of satisfactory completion of the construction of the Project and conclusive determination of satisfactory completion of the obligations of Developer and Agency required by this Agreement with respect to completion of the construction of the Project.

The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the improvements or any part thereof. Such Certificate of Completion is not notice of completion as referred to under other laws of the State of Idaho.

10. DEVELOPER'S POST-DEVELOPMENT AND CONSTRUCTION OBLIGATIONS.

10.1. Taxes, Assessments, Encumbrances, and Liens.

Developer shall pay when due all ad valorem property taxes and personal property taxes and assessments assessed and levied on the Property for any period subsequent to Developer's acquisition of the Property from Agency.

10.2. In-Lieu-of Taxes.

In the event the Property or any improvements thereon or any possessory interest therein should at any time be subject to ad valorem taxes or privilege taxes levied, assessed, or imposed on the Property, Developer shall pay taxes upon the assessed value of the entire Property and any improvements thereon and not merely upon the assessed value of its ownership of the Property interest. In the event the Property or any portion thereof or leasehold interest is leased, conveyed, or transferred to an entity exempt or partially exempt from ad valorem taxes and to the extent that ad valorem, privilege, or any other taxes or assessments levied on the Property or any improvements thereon are of a lesser amount than would be levied if the Property or any portion thereof were entirely in private, nonexempt ownership, the then owner of the Property shall be responsible to pay as in-lieu-of taxes the difference between the taxes and assessments actually levied and the taxes and assessments which would be levied if the Property or any portion thereof were privately owned. Developer shall pay such difference to Agency within thirty (30) days after the taxes for such year become payable to the taxing agencies and in no event later than the delinquency date of such taxes established by law. Any in-lieu-of taxes received by Agency pursuant to this Section shall be treated by Agency as incremental tax revenues and promptly deposited upon receipt into the appropriate Agency account. The obligation set forth in this Section shall terminate and cease

to be of any effect upon the payment of taxes for tax year 2024, the date upon which the current Redevelopment Plan expires. Developer acknowledges payments in lieu of taxes for taxes levied and imposed in 2024 are due and payable in 2025.

10.3. Use of the Property During Term of the Redevelopment Plan.

Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest that during construction and thereafter, Developer, its successors, and assignees shall devote the Property to the uses specified in the Redevelopment Plan, the Deeds, and this Agreement for the periods of time specified therein. The Property shall only be used for the uses specified in the Scope of Development.

10.4. Obligation to Refrain From Discrimination.

Developer covenants by and for Developer and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of physical disability, race, color, creed, religion, sex, sexual orientation, gender identity/ expression, marital status, ancestry, or national origin. in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of Property, nor shall Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property. The foregoing covenants shall run with the land.

10.4.1. Effect and Duration of Covenants

Except as otherwise provided in this Section and the Deed, the covenants contained in this Section and the Deed shall remain in effect until December 31, 2024 (the termination date of the Redevelopment Plan). The covenants against discrimination shall remain in effect in perpetuity. The covenants established in this Agreement that expressly run with land and the Deeds shall, without regard to technical classification and designation, be binding for the benefit and in favor of Agency, Agency's successors and assigns, City, and any successors in interest to the Property or any part thereof.

10.4.2. Provisions That Run With the Land

Agency is deemed the beneficiary of the terms and provisions of this Agreement that expressly run with the land for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The covenants that expressly run with the land shall run in favor of Agency without regard to whether Agency has been, remains, or is an owner of any land or interest therein in the Property, any parcel or subparcel, or in the Project Area. Agency shall have the right, if the covenants that expressly run with the land are breached, to exercise all rights and remedies and

to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of such covenants may be entitled. Notwithstanding the foregoing, if Developer or any subsequent owner of any portion of the Property conveys any portion of the Property, such owner shall, upon the conveyance, be released and discharged from all of its obligations in connection with the portion of the Property conveyed by it arising under this Agreement after the conveyance but shall remain liable for all obligations in connection with the portion of the Property so conveyed arising under this Agreement prior to the conveyance. The new owner of any such portion of the Property shall be liable for all obligations arising under this Agreement with respect to such portion of the Property after the conveyance.

11. DEFAULTS, REMEDIES, AND TERMINATION.

11.1. Defaults—General.

Failure or delay by either Party to perform any term or provision of this Agreement after receiving notice and an opportunity to cure as set forth herein shall constitute a default under this Agreement. Upon receipt of such notice, a Party must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy with reasonable diligence. A Party so acting and during any period of curing shall not be in default.

11.2. Written Notice.

The Party claiming a failure or delay in performance shall give written notice of default to the Party failing or delaying performance specifying the default complained of by the injured Party. Except as required to protect against further damages, the Party claiming default may not institute proceedings against the Party in default until sixty (60) days after giving such notice, said sixty (60) days constituting the period to cure any default.

11.3. No Waiver.

Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any such rights or remedies.

11.4. Materiality of Provisions.

It is expressly understood and agreed that each of the covenants, promises, stipulations, and agreements of the Parties hereto and under the provisions of this Agreement are an integral and indivisible part of the consideration given by each to the other and that each

covenant, promise, stipulation, and agreement of the Parties shall be deemed and construed as material. Subject to Section 11.1 above, it is further understood and agreed that time is of the essence of this Agreement; that failure, refusal, or neglect for any reason whatsoever of either Party hereto to perform any of the covenants, promises, stipulations, or agreements to be performed by the Party pursuant to the terms and provisions of this Agreement shall constitute a material default on the part of the Party failing to perform such covenant, promise, stipulation, or agreement; and that the occurrence of any such default on the part of either Party shall give the other Party the right to terminate or otherwise enforce this Agreement in accordance with the provisions of this Section.

11.5. Legal Actions.

11.5.1. Institution of Legal Actions

Subject to the express limitations herein, either Party may institute legal action to cure, correct, or remedy any default or recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement.

11.5.2. Applicable Law

The laws of the State of Idaho shall govern the interpretation and enforcement of this Agreement.

11.5.3. Acceptance of Service of Process

In the event that any legal action is commenced by Developer against Agency, service of process on Agency shall be made by personal service upon the Chair of Agency or in such other manner as may be provided by law. In the event that any legal action is commenced by Agency against Developer, service of process on Developer shall be made by personal service upon Developer or in such other manner as may be provided by law and shall be valid whether made within or without the State of Idaho.

11.5.4. Rights and Remedies

Subject to the express limitation herein, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

11.5.5. Specific Performance

If Developer or Agency has provided notice and an opportunity to cure pursuant to Section 11.1, the default is not cured, the nondefaulting Party, at the nondefaulting Party's option, may institute an action for specific performance of the terms of this Agreement

provided that specific performance shall be limited to those actions which necessitate action on the part of a Party but not for any action where damages are otherwise available.

11.5.6. Automatic Right of Reversion.

If, after Closing, Developer fails to commence construction on the Project on or before January 1, 2019, subject to an extension as permitted in Section 5.1, then all the right, title, and interest in and to the Property shall revert to and revest in the Agency upon Agency's reimbursement of the Purchase Price paid by Developer to Developer, less a termination fee of $25,000. For purposes of this provision, commencement of construction shall be the following:

a. Obtaining construction financing (through traditional bank financing and equity partnerships) equal to the estimated construction costs for the Project. Developer shall provide Agency a copy of the construction finance loan agreements with its lender to Agency for review and approval as to sufficiency of the loan proceeds to fund the Project (but not as to business deal points between Developer and its lender);
b. Obtaining excavation permits from the City of Boise for the Project; and
c. Commencement of excavation on the Property for the Project, with such excavation being performed by Developer's general contractor (or a subcontractor).

11.5.7. Limitation on Agency's Remedies Prior to Developer's Acquisition of the Property

If Developer defaults in its obligation to acquire the Property or to satisfy any conditions relating to the acquisition of the Property, Agency's sole and exclusive remedy shall be to terminate this Agreement and retain Developer's Deposit relating to the Property as liquidated damages. Such amount to be retained by Agency has been agreed by the Parties to be reasonable compensation and the exclusive remedy in those events, because the precise amount of damages in those events would be difficult to determine.

11.6. <u>Remedies and Rights of Termination Prior to Conveyance of the Property to Developer</u>.

11.6.1. Termination by Developer

In the event that prior to Closing for the Property, as applicable:

11.6.1.1. Agency does not tender title to the Property, as applicable, or possession thereof in the manner and condition and by the dates provided in this Agreement, and any such failure is not cured within sixty (60) days after written demand by Developer; or

11.6.1.2. Developer, after and despite reasonably diligent effort and prior to the dates established therefore in the Schedule of Performance, is unable to obtain and submit the evidence of financing reasonably acceptable to Agency or on or before Agency's approval of Developer's evidence of financing, Developer notifies Agency in writing that, in Developer's judgment, it is not economically or financially feasible for Developer to perform or finance its obligations under this Agreement in the time established therefore in the Schedule of Performance; or

11.6.1.3. Agency is in breach or default with respect to any other obligation of Agency under this Agreement, subject to the cure provisions set forth in Section 11 of this Agreement; then this Agreement may, at the option of Developer, be terminated by written notice thereof to Agency. Upon such termination, neither Agency nor Developer shall have any further rights against or liability to the other under this Agreement. In the event this Agreement is so terminated, all closing documents and funds delivered by Agency to Developer or Escrow Agent shall be returned immediately to Agency and all closing documents and funds delivered by Developer to Agency or Escrow Agent shall be returned immediately to Developer; provided, however, that Agency shall retain any Deposit so long as Agency has fully performed the obligations required to be performed by Agency prior to that time.

Developer may terminate this Agreement upon written notice to Agency and Escrow Agent.

11.6.2. Termination by Agency prior to the conveyance of the Property

Subject to Section 13.5, In the event that prior to the conveyance of the Property, as applicable, to Developer:

11.6.2.1. Developer fails to pay the Deposit as required by Section 5.1.2.1 of this Agreement;

11.6.2.2. Developer transfers or assigns or attempts to transfer or assign this Agreement or any rights herein or in the Property or the buildings or improvements thereon in violation of this Agreement; or

11.6.2.3. there is any significant change in the legal structure or control of Developer contrary to the provisions of Section 2.5.2 hereof or Developer has changed hotel operators from BDLA without receiving Agency's written approval; or

11.6.2.4. after and despite diligent effort and prior to the dates established therefore in the Schedule of Performance, subject to the cure provisions set forth in of Section 11 of this Agreement, Developer is unable to obtain and submit the evidence of financing reasonably acceptable to Agency or before Agency's approval of Developer's

evidence of financing Developer notifies Agency in writing that, in Developer's judgment, it is not economically or financially feasible for it to perform or finance its obligations under this Agreement in the time established therefore in the Schedule of Performance; or

11.6.2.5. Subject to the cure provisions set forth herein, Developer does not pay the Purchase Price and take title to the Property under tender of conveyance by Agency pursuant to this Agreement; or

11.6.2.6. Developer is in breach or default with respect to any other obligation of Developer under this Agreement, subject to the cure provisions set forth in of Section 11 of this Agreement.

Agency may terminate this Agreement upon written notice to Developer and Escrow Agent.

Upon such termination by either Party, neither Agency nor Developer shall have any further rights against or liability to the other under this Agreement. In the event this Agreement is so terminated, all closing documents and funds delivered by Agency to Developer or Escrow Agent shall be returned immediately to Agency and all closing documents and funds delivered by Developer to Agency or Escrow Agent shall be returned immediately to Developer; **provided, however, that Agency shall retain any Deposit so long as Agency has fully performed the obligations required to be performed by Agency prior to that time.**

12. GENERAL PROVISIONS.

12.1. No Assignment of Rights.

Prior to the issuance by Agency of a Certificate of Completion pursuant to Section 9 with respect to the Property, Developer shall not, except as expressly permitted by this Agreement, sell, transfer, convey, assign, or lease the whole or any part of such Property or the buildings or improvements thereon without the prior written approval of Agency, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, Developer may convey a portion of the Property, or grant a leasehold interest in a portion of the Property, to BDLA for the construction of the Hotel. Conveyance to a Developer Affiliate shall be permitted and shall not be subject to further review or approval by Agency. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion, which shall signify Agency's acknowledgment that the work required on the Property has been completed. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the Project or to prohibit or restrict the leasing of any part or parts of a building or structure when said improvements are completed or to prohibit or restrict the preleasing or preselling of any part or parts of the structure so long as the lessee or buyer shall obtain no rights under this Agreement and that any right to occupy or acquire any part of the structure prior to Developer completing all the necessary improvements shall be terminable by Agency in the event Developer fails to complete all the necessary improvements. In the absence of specific written agreement by

Agency, no such transfer, assignment, or approval by Agency shall be deemed to relieve Developer from any obligations under this Agreement until completion of the Project as evidenced by the issuance of a Certificate of Completion. Provided, CCDC shall agree to any assignment of Developer and Developer's successor in interest's (including BDLA) rights and obligations under this Agreement to any lender financing the construction of the Parking Garage, the Hotel, or the Alternate Building so long as such assignment shall be for purposes of securing performance in the construction and development of same.

12.2. Notices, Demands, and Communications Between the Parties.

Formal notices, demands, and communications between Agency and Developer shall be sufficiently given upon dispatch if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of Agency and Developer as set forth in Section 2.5 hereof. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by mail.

12.3. Conflicts of Interest.

No member, official, or employee of Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly involved.

12.4. Warranty Against Payment of Consideration for Agreement.

Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as for architects, engineers, and attorneys.

12.5. Nonliability of Agency Officials and Employees.

No member, official, or employee of Agency shall be personally liable to Developer in the event of any default or breach by Agency or for any amount which may become due to Developer or on any obligations under the terms of this Agreement.

12.6. 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; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, material, or tools; delay of any contractor, subcontractor, or suppliers; acts of

another Party; proceedings before or acts or failures to act of any public or governmental agency or entity, including approvals by any historic preservation agency (other than acts or failures to act of Agency shall not excuse performance by Agency); unreasonable delays in approvals by building officials for issuance of building permits (other than acts or failures to act of Developer shall not excuse performance by Developer); and temporary cessation of work for archeological digs, environmental analysis, or removal of hazardous or toxic substances; or any 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, however, notice by the Party claiming such extension is sent to the other Parties more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the Parties.

12.7. Inspection of Books and Records.

Agency has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Developer pertaining to the Project as pertinent to the purposes of this Agreement. Developer also has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Agency pertaining to the Project as pertinent to the purposes of this Agreement.

12.8. Reports, Studies and Test.

If Developer does not proceed with the purchase of the Property and development of the Project, Agency may retain possession of any reports, studies and test results prepared by Developer's consultants, including any soils or engineering tests concerning the Property, previously submitted by Developer. Building and improvement designs, plans and specifications are not intended to be covered by the preceding sentence. However, Developer agrees not to prevent Agency from obtaining building and improvement designs, plans, and specifications from Developer's design professionals if Agency and such design professionals enter into a separate arrangement for Agency to obtain such designs, plans, and specifications. Agency or any other person or entity designated by Agency shall be free to use such reports, studies, and test results for any reason whatsoever without cost or liability thereof to Developer or any other person, except to the extent Agency may have to reach agreement with Developer's consultants. Developer does not make and hereby expressly disclaims any representation or warranty as to the accuracy of any such information or Agency's right to rely thereon.

12.9. Approvals by the Parties.

Wherever this Agreement requires Agency and/or Developer to approve, or permits a Party to submit to the other Party for approval, any contract, document, plan specification,

drawing, or other matter, such approval shall not be unreasonably withheld, conditioned or delayed.

12.10. Attorney Fees.

In the event of any action or proceeding at law or in equity between Developer and Agency to enforce any provision of this Agreement or to protect or establish any right or remedy of either Party hereunder, the unsuccessful Party to such litigation shall pay to the prevailing Party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing Party (including such costs and fees incurred on appeal), and if such prevailing Party shall recover judgment in any such action or proceeding, such costs, expenses, and attorney fees shall be included in and as a part of such judgment.

13. SPECIAL PROVISIONS.

13.1. Amendment of Redevelopment Plan.

Pursuant to the provisions of the Redevelopment Plan or modification or amendment therefore, Agency agrees that no amendment that changes the uses or development permitted on the Property or changes the restrictions or controls that apply to the Property or otherwise affects the Property shall be made or become effective without the prior written consent of Developer. Amendments to the Redevelopment Plan applying to other property in the Project Area shall not require the consent of Developer.

13.2. Submission of Documents for Approval.

Whenever this Agreement requires either Party to submit plans, drawings, or other documents to the other Party for approval, which shall be deemed approved if not acted on by the Party within a specified time, said plans, drawings, or other documents shall be accompanied by a letter stating that they are being submitted and shall be deemed approved unless rejected by the other Party within the stated time. If there is no time specified herein for such Party's action, the other Party may submit a letter requiring approval or rejection of documents within thirty (30) days after submission or such documents shall be deemed approved.

13.3. Computation of Time.

In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last calendar day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. As used herein, "legal holiday" means a legal holiday recognized by Agency on which the offices of Agency are closed for regular business.

13.4. No Third-Party Beneficiary.

The provisions of this Agreement are for the exclusive benefit of Agency and Developer, and their successors and assigns, and not for the benefit of any third person; nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person except for provisions expressly for the benefit of a mortgagee or lender of Developer or its successors and assigns.

13.5. Dispute Resolution.

In the event that a dispute arises between the Parties concerning (i) the meaning or application of the terms of, or (ii) an asserted breach of this Agreement, the Parties shall meet and confer in a good faith effort to resolve their dispute. The first such meeting shall occur within thirty (30) days of the first written notice from either Party evidencing the existence of the dispute. The Chair of Agency and the managing member of Developer shall both be included among the individuals representing the Parties at the first such meeting. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties agree to first consider 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 United States or otherwise, as the Parties may mutually agree before resorting to litigation or to arbitration. The costs of such mediation or other process of structured negotiation shall be equally split between the Parties. 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, or if the Parties cannot mutually agree to attempt to settle any dispute by 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.

13.6. Good Faith and Cooperation.

It is agreed by Agency and Developer to act in good faith in compliance with all of the terms, covenants, and conditions of this Agreement and shall deal fairly with each other.

13.7. Entire Agreement, Waivers, and Amendments.

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 hereof including, without limitation, the Agreement to Negotiate Exclusively. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and Developer.

13.8. Effective Date of Agreement.

This Agreement, when executed by Developer and delivered to Agency, must be authorized, executed, and delivered by Agency within forty-five (45) days after the date of signature by Developer or this Agreement shall be void, except to the extent that Developer shall consent in writing to further extensions of time for the authorization, execution, and delivery of this Agreement. Developer recognizes that Agency must comply with certain notice, solicitation, and comment periods and a disclosure process as required by law. Because of that process Agency may be unable to execute this Agreement as proposed, and in such event, this Agreement shall be void. The effective date of this Agreement (the "Effective Date") shall be the date when this Agreement has been signed by Agency.

[signatures on following page]

AGENCY:
THE CAPITAL CITY DEVELOPMENT CORPORATION

By _____
John Brunelle
Executive Director

_____, 2018

DEVELOPER:

Front Street Development, LLC
an Idaho limited liability company

By _____
_____
It's **Manager**

_____, 2018

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2018, before me, _____, the undersigned notary public in and for said county and state, personally appeared John Brunelle, known or identified to me to be the Executive Director of THE URBAN RENEWAL AGENCY OF THE CITY OF BOISE, IDAHO, ALSO KNOWN AS THE CAPITAL CITY DEVELOPMENT CORPORATION, the public body, corporate and politic, that executed the within instrument on behalf of said Agency, and acknowledged to me that such Agency executed the same for the purposes herein contained.

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

_____
Notary Public for Idaho
Residing at _____
Commission Expires _____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2018, before me, _____, the undersigned notary public in and for said county and state, personally appeared _____, known or identified to me to be the _____ of _____, an Idaho limited liability company, "Developer" herein, and acknowledged to me that he executed the within instrument on behalf of such Developer for the purposes herein contained.

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

_____
Notary Public for Idaho
Residing at _____
Commission Expires _____

Attachment 1 Map of the Property



Attachment 2 Legal Description of the Property

A parcel of land, more commonly known as a portion of Front Street, located in the Southwest quarter of the Northeast quarter of Section 10, Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho, more particularly described as follows:

Beginning at an Ada County aluminum cap marking the intersection of the centerlines of West Front Street and South Fifth Street; thence along the centerline of said South Fifth Street
North 35°14'00" East, 113.81 feet to a point; thence leaving said centerline
North 54°47'35" West, 40.00 feet to an iron pin on the Northwesterly right-of-way line of said South Fifth Street, also being the Southeasterly corner of Block 24 of Boise City Original Townsite, said plat being recorded in Book 1 of Plats at Page 1, records of Ada County, Idaho, also said point being the Real Point of Beginning; thence along the Northwesterly right-of-way line of said South Fifth Street
South 35°14'00" West, 66.87 feet to an Idaho State Highway brass cap marking the intersection of the Northwesterly right-of-way of said South Fifth Street and the Northeasterly right-of-way line of said West Front Street; thence leaving the Northwesterly right-of-way line of said South Fifth Street, along the Northeasterly right-of-way line of said West Front Street and along a curve to the left having a radius of 5440.00 feet, a central angle of 3°11'18", an arc length of 302.72 feet and a chord which bears North 47°24'30" West, 302.68 feet to an Idaho State Highway brass cap marking the intersection of the Northeasterly right-of way line of said West Front Street and the Southeasterly right-of-way line of South Sixth Street; thence leaving the Northeasterly right-of-way line of said West Front Street and along the Southeasterly right-of-way line of said South Sixth Street
North 35°12'50" East, 27.97 feet to a point marking the Southwesterly corner of said Block 24, said point being witnessed by an iron pin bearing North 54°47'35" West, 1.00 foot from the true corner; thence leaving the Southeasterly right-of-way line of said South Sixth Street and along the Southwesterly boundary line of said Block 24
South 54°47'35" East, 300.20 feet to the Real Point of Beginning.

Attachment 3 Schedule of Performance

	Schedule of Performance, 6th and Idaho		
	Action	**Due Date**	**Section**
1	Submission of Preliminary Evidence of Financing. Developer shall submit to Agency evidence satisfactory to the Agency that Developer will have at or before Closing the financial capability necessary for the acquisition of the Property and the development of the Project thereon pursuant to this Agreement.	No later than ten (10) days after the Effective Date	4.1
2	Time to Approve Evidence of Financing. Agency shall approve or disapprove of Developer's evidence of financing	Agency shall approve or disapprove of Developer's preliminary evidence of financing within five (7) business days of receipt of a complete submission.	4.2
3	Escrow Opening. Agency shall open escrow for the sale of Parcel to Developer.	Within 5 business days of Execution of Agreement by Agency.	5.3
4	Submission of Agency Design Review Drawings.	Submitted	7.4
5	Approval of Design Review Drawings.	Approved by Agency	7.4
6	Submission of Revised Design Review Drawings.	Prior to Submission to City	7.4
7	Approval of Revised Design Review Drawings.	Within 15 days of submission by Developer	7.4
8	Submission of Final Construction Documents. Developer shall prepare and submit to Agency for review and approval construction plans sufficient to obtain a building permit for the Project.	Thirty days prior to Closing	7.5
9	Approval of Final Construction Documents.	Within 15 days of submission by Developer	7.5
10	Insurance. Developer shall furnish evidence of the insurance required under the Agreement to Agency.	Prior to Closing.	8
11	City and Government Permits. Developer shall secure all necessary permits, other than building permits and condominium plat approvals, for the Project.	Prior to Closing.	5.3.1 (a) & 5.3.2(a)

14	Construction Loan Closings. Developer shall have closed its loan for the construction of the Project	Concurrently with Closing	5.3.1 (d) & 5.3.2(d)
15	Conditions Precedent to Closing. All Conditions Precedent to Closing shall be satisfied or waived as appropriate.	Prior to Closing.	5.4
16	Closing. Agency shall close escrow and convey the Property to Developer.	The Close of Escrow ("Closing") shall occur within ten (10) days after the date all of the Agency Closing Conditions and the Developer Closing Conditions in Sections 5.3.1 and 5.3.2 (other than the conditions on the delivery of documents and funds into Escrow, which shall occur during said ten (10) day period) are satisfied or waived by the benefited party, but in no event later than the date that is ten (10) months after the Effective Date.	5.2.3
17	Commencement of Construction of the Project.	Within 30 days following Closing.	
18	Completion of Construction. Developer shall complete construction of Project as evidenced by the receipt of a Certificate of Completion from the City.	Approximately 12 months after commencement of sitework.	
19	Certificate of Completion. Agency shall provide Certification of Completion to Developer.	Within 30 days of receipt of Certificate of Occupancy from the City or other written confirmation from the City that Project has been completed.	9

Attachment 4 Design Review Drawings

FRONT STREET DEVELOPMENT
HOME2 SUITES - BOISE

502-598 W. FRONT STREET
BOISE, IDAHO

** DESIGN REVIEW **

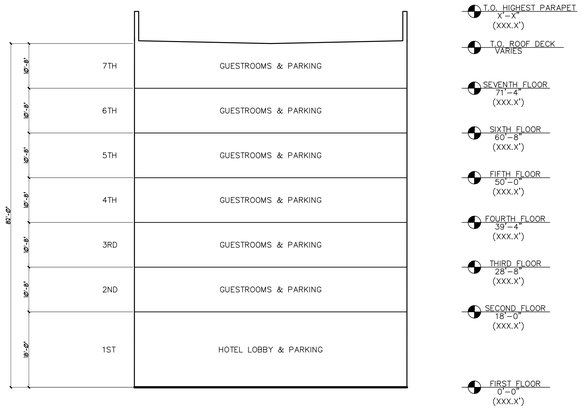
MARCH 13, 2018

GBA PROJECT NO. 201405.1

HILTON PROJECT NO. XXXX



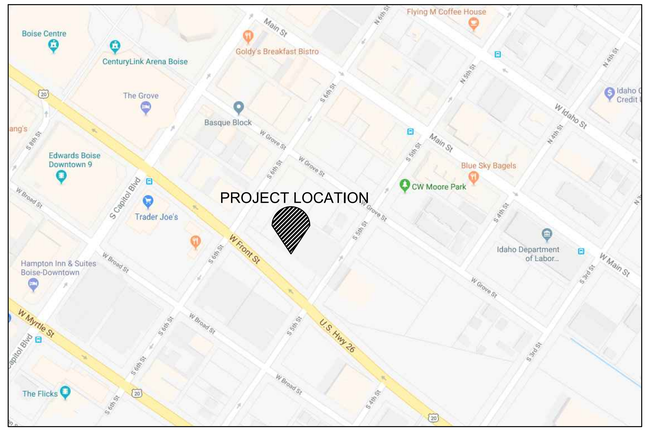
PROJECT HEIGHT SUMMARY:



PROJECT AREA SUMMARY:

FLOOR:	TOTAL GROSS AREA PER FLOOR (w/o exterior space) SQUARE FOOTAGE:
7th Floor – Guestrooms & Parking	XX,XXX S.F.
6th Floor – Guestrooms & Parking	XX,XXX S.F.
5th Floor – Guestrooms & Parking	XX,XXX S.F.
4th Floor – Guestrooms & Parking	XX,XXX S.F.
3rd Floor – Guestrooms & Parking	XX,XXX S.F.
2nd Floor – Guestrooms & Parking	XX,XXX S.F.
1st Floor – Hotel & Parking	XX,XXX S.F.
TOTAL:	XXX,XXX S.F.

PROJECT LOCATION MAP:



Hotel Developer/Owner/Mgmt. Co.

Boise Downtown Lodging Associates, LLC
c/o Raymond Management Company
8333 Greenway Boulevard, Suite 200
Middleton, Wisconsin 53562
Contact: Dave Emerich, Director of Development
Email: emerich@raymondteam.com
Phone: (608) 662-8336 Mobile: (608) 628-3467

Garage Developer/Owner/Mgmt. Co.

Capitol Partners LP
106 North 6th, Suite M-2
Boise, Idaho 83702
Contact: Clay Carley, Owner
Email: claycarley@oldboise.com
Phone: (208) 345-7852 Mobile: (208) 573-2036

General Contractor

Engineered Structures, Inc. – (ESI)
3330 E. Louise Drive, Suite 300
Meridian, Idaho 83642
Contact: Joe Jackson, Vice President
Email: joejackson@esiconstruction.com
Phone: (208) 362-3040 Mobile: (208) 860-0597
Fax: (208) 362-3113

Architect-of-Record & Interior Designer

GBA
7780 Elmwood Avenue, Suite 204
Middleton, Wisconsin 53562
Contact: Jeff Brenkus, President
Email: jeff.brenkus@garybrink.com
Phone: (608) 829-1750 Mobile: (608) 695-3674

Lead Garage Architect:

Pivot North Architecture
1101 West Grove Street
Boise, ID 83702
Contact: Gary Sorensen
Email: gary@pivotnorthdesign.com
Phone: (208) 690-3108

Structural Engineer

KPFF Consulting Engineers
412 E. Parkcenter Blvd., Suite 200
Boise, Idaho 83706
Contact: Judsen Williams
Contact: Jeff Diephuis
Email: judsen.williams@kpff.com Phone: (310) 892-7292
Email: jeff.diephuis@kpff.com Phone: (503) 227-3251

Civil Engineer

The Land Group
462 E. Shore Drive, Suite 100
Eagle, Idaho 83616
Contact: Jason Densmer, Principal
Email: jason@thelandgroupinc.com
Phone: (208) 939-4041 Mobile: (208) 570-3663

HVAC Engineer

Excel Engineering Inc.
100 Camelot Drive
Fond Du Lac, WI 54935
Contact: Randy Lietz
Email: randy.l@excelengineer.com
Phone: (920) 926-9800

Plumbing Engineer

Excel Engineering Inc.
100 Camelot Drive
Fond Du Lac, WI 54935
Contact: Jay Oestreich
Email: jay.o@excelengineer.com
Phone: (920) 926-9800

Electrical Engineer

Excel Engineering Inc.
100 Camelot Drive
Fond Du Lac, WI 54935
Contact: Adam Gronert
Email: adam.g@excelengineer.com
Phone: (920) 926-9800

Fire Protection Engineer

Excel Engineering Inc.
100 Camelot Drive
Fond Du Lac, WI 54935
Contact: Jay Oestreich
Email: jay.o@excelengineer.com
Phone: (920) 926-9800

Pocket Park Design Consultant

GGLO Design
1301 First Avenue, Suite 301
Seattle, Washington 98101
Contact: Christine Harrington, Senior Associate
Email: charrington@gglo.com
Phone: (206) 902-5444 Mobile: (206) 375-3053

GBA
architecture | design
7780 ELMWOOD AVE. STE. 204
MIDDLETON, WI 53562
608-829-1750
608-829-3056 (FAX)

PROJECT:
FRONT STREET DEVELOPMENT
502-598 W. FRONT STREET
BOISE, IDAHO 83702

DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
C/O RAYMOND MANAGEMENT COMPANY
8333 GREENWAY BLVD
MIDDLETON, WI 53562

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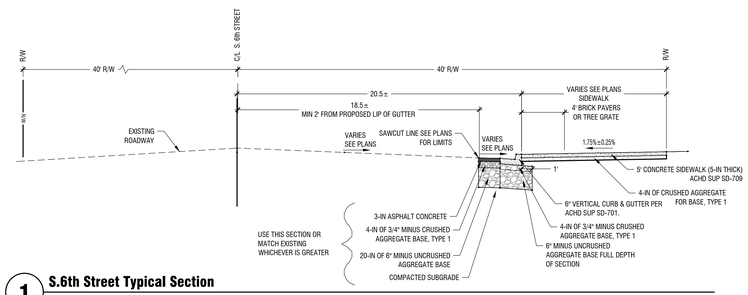
PROJECT: 201405.1
DRAWN BY:
DATE:
SCALE: AS NOTED
DESIGN REVIEW 03/13/2018

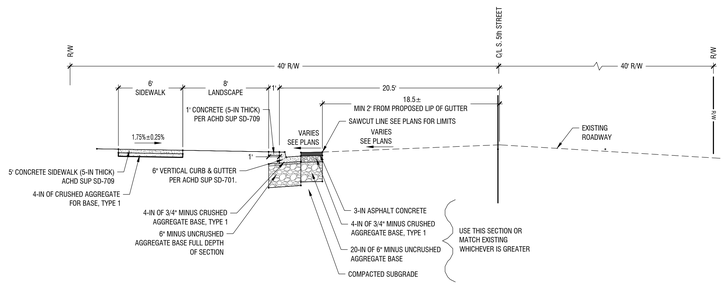
TITLE SHEET

T-1



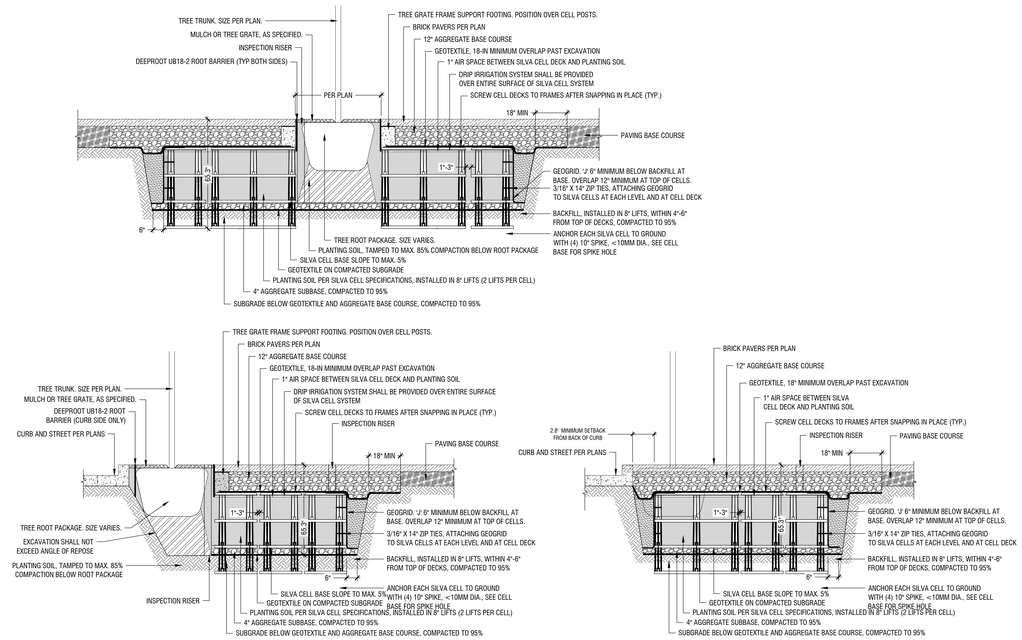
1 S.6th Street Typical Section

Scale: NTS



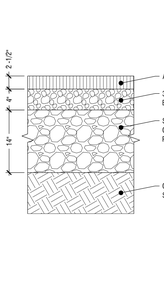
2 S. 5th Street Typical Section

Scale: NTS



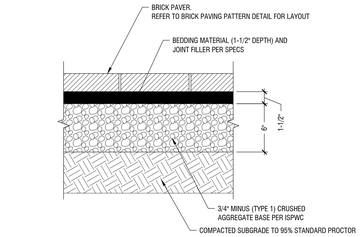
3 Silva Cell Sections & Details

Scale: NTS



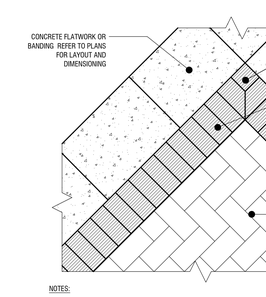
4 Alley Asphalt Section

Scale: NTS



5 Sidewalk Dry Laid Brick Paving

Scale: NTS

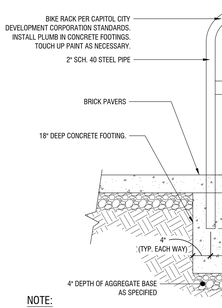


NOTES:

1. THIS DETAIL IS A GENERAL PAVER ORIENTATION DETAIL ONLY. REFER TO PLANS FOR ADDITIONAL PAVER AND LAYOUT INFORMATION.

6 Brick Paver Pattern

Scale: NTS



NOTE:

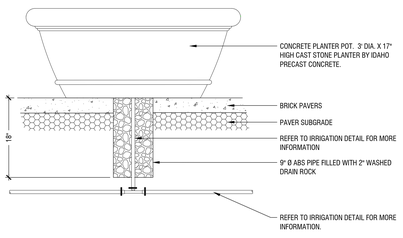
1. INSTALL BIKE RACKS 36" APART FROM ONE ANOTHER.

7 Bike Rack

Scale: 1" = 1'

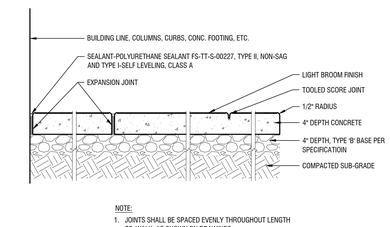
8 Not Used

Scale: NTS



9 Planter Pot Drain

Scale: NTS

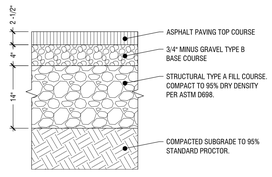


NOTE:

1. JOINTS SHALL BE SPACED EVENLY THROUGHOUT LENGTH OF WALK, AS SHOWN ON DRAWINGS.

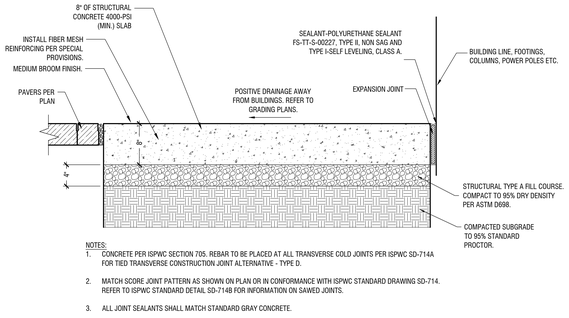
10 Standard Concrete Flatwork

Scale: NTS



11 Alley Asphalt Section Repair

Scale: NTS

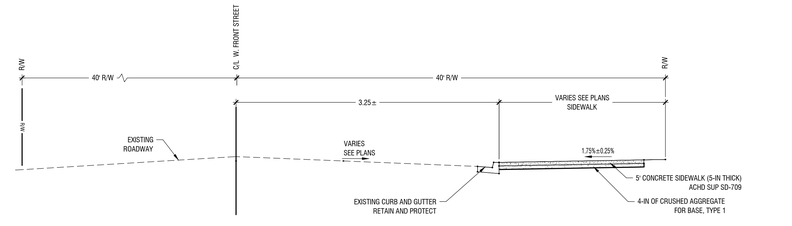


NOTES:

1. CONCRETE PER ISPWC SECTION 705. REBAR TO BE PLACED AT ALL TRANSVERSE COLD JOINTS PER ISPWC SD-714A FOR TIED TRANSVERSE CONSTRUCTION JOINT ALTERNATIVE - TYPE D.
2. MATCH SCORE JOINT PATTERN AS SHOWN ON PLAN OR IN CONFORMANCE WITH ISPWC STANDARD DRAWING SD-714. REFER TO ISPWC STANDARD DETAIL SD-714B FOR INFORMATION ON SAWED JOINTS.
3. ALL JOINT SEALANTS SHALL MATCH STANDARD GRAY CONCRETE.

12 Concrete Paving

Scale: NTS



13 W. Front Street Typical Section

Scale: NTS

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PROJECT:
FRONT STREET DEVELOPMENT
ESQUIRE BLOCK 67
BOISE, IDAHO 83702

DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
C/O RAYMOND MANAGEMENT COMPANY
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MIDDLETON, WI 53562

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General Details

C1.04

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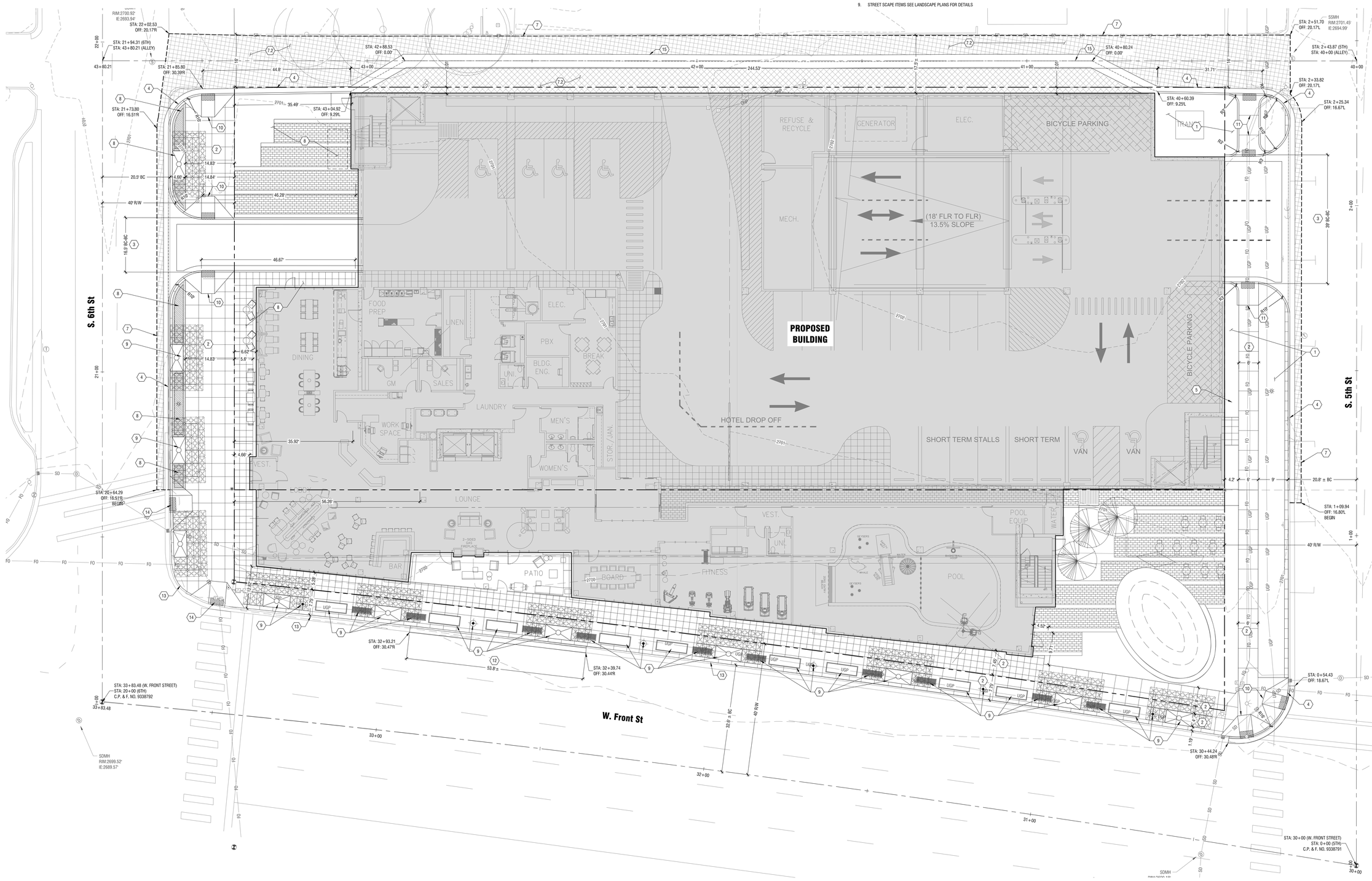
Plotted: 8/5/2016 4:17:07 PM
Last Saved: Tuesday, March 15, 2016 at 08:16 AM

Keynotes:

1. LANDSCAPE AREA SEE LANDSCAPE SHEET L1.00 FOR MORE INFORMATION.
2. CONSTRUCT CONCRETE SIDEWALK PER ACHD SUP SD-709.
3. CONSTRUCT DRIVEWAY APPROACH PER ACHD SUP SD-710C.
4. CONSTRUCT 6" VERTICAL CURB & GUTTER PER ACHD SUP SD-701. MATCH EXISTING FLOWLINE.
5. CONSTRUCT STANDARD CONCRETE FLATWORK PER DETAIL 3/C1.10
6. CONSTRUCT ASPHALT PATH TO EXISTING SIDEWALK.
7. SAWCUT EXISTING PAVEMENT TO PROVIDE A NEAT VERTICAL JOINT. REFER TO ISPWC SD-301 AND ACHD SUP SD-303 AND SD-806 FOR ALL ASPHALT REPAIRS. ALL REMOVED ASPHALT SHALL BE DISPOSED OF OFF-SITE. ALL PAVEMENT MATCHES CONSTRUCT ALL PAVEMENT MATCHES (INCLUDING DRIVEWAY APPROACHES AND UTILITY CUT STREET REPAIRS) WITHIN ACHD RIGHT-OF-WAY TO MATCH THE EXISTING STREET PAVEMENT SECTION OR TO USE THE FOLLOWING:
   - 7.1. PRINCIPAL ARTERIAL ROADWAYS SHALL BE SP-3, 0.5 INCH (1/2") MIX, PG 64-28. FIVE INCHES (5") THICK, AS A MINIMUM WITH 4" OF 3/4" BASE AND 20" OF 6" MINUS PIT RUN.
   - 7.2. COLLECTOR, LOCAL COMMERCIAL, AND LOCAL INDUSTRIAL ROADWAYS SHALL BE SP-3, 0.50 INCH (1/2") MIX, PG-64-28 THREE INCHES (3") THICK, AS A MINIMUM WITH 4" OF 3/4" BASE AND 20" OF 6" MINUS PIT RUN.
   - 7.3. USE WHICHEVER PAVEMENT SECTION IS GREATER. ASPHALT PAVEMENT REPAIR SHALL CONFORM TO ACHD POLICY AND ISPWC STANDARDS FOR STREET REPAIRS PER SD-303.
8. BRICK PAVERS SEE LANDSCAPE PLANS FOR MATERIAL AND COLOR.
9. STREET SCAPE ITEMS SEE LANDSCAPE PLANS FOR DETAILS
10. CONSTRUCT TYPE "A" PEDESTRIAN RAMP PER ISPWC SD-712A WITH TRUNCATED DOMES PER ISPWC-SD-712. DOMES SHALL BE FABRICATED INSERTS COLORED TRAFFIC YELLOW AND SET INTO THE CONCRETE. ADHESIVE MATS ARE NOT ALLOWED.
11. CONSTRUCT TYPE "C1" PEDESTRIAN RAMP PER ISPWC SD-712D WITH TRUNCATED DOMES PER ISPWC-SD-712. DOMES SHALL BE FABRICATED INSERTS COLORED TRAFFIC YELLOW AND SET INTO THE CONCRETE. ADHESIVE MATS ARE NOT ALLOWED.
12. REMOVE EXISTING DRIVEWAY ACCESS RETAIN AND PROTECT ASPHALT. MATCH EXISTING ASPHALT SURFACE AND FLOW LINE
13. RETAIN AND PROTECT EXISTING CURB AND GUTTER
14. RE-CONSTRUCT TYPE "A" PEDESTRIAN RAMP PER ISPWC SD-712A WITH TRUNCATED DOMES PER ISPWC-SD-712. DOMES SHALL BE FABRICATED INSERTS COLORED TRAFFIC YELLOW AND SET INTO THE CONCRETE. ADHESIVE MATS ARE NOT ALLOWED. REMOVE CURB AND GUTTER AS NECESSARY
15. CONSTRUCT 4-FT VALLEY GUTTER PER ISPWC SD-708, EXCEPT THE DEPRESSION SHALL BE 0.06'

Sheet Notes:

1. LONGITUDINAL SLOPE OF ALL SIDEWALKS SHALL NOT EXCEED 5.00%. CROSS SLOPES OF ALL SIDEWALKS SHALL NOT EXCEED 2.00%. SLOPES WITHIN PEDESTRIAN RAMPS SHALL NOT EXCEED 1:12 SLOPE IN ANY DIRECTION. THERE ARE NO TOLERANCES ALLOWED ABOVE THE MAXIMUM SLOPES.



Site Plan

HORIZONTAL SCALE: 1" = 10'

0 10' 20'

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CORNER OF 6TH & FRONT STREET
BOISE, IDAHO 83702

DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
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Site Layout
Site Plan

C2.00

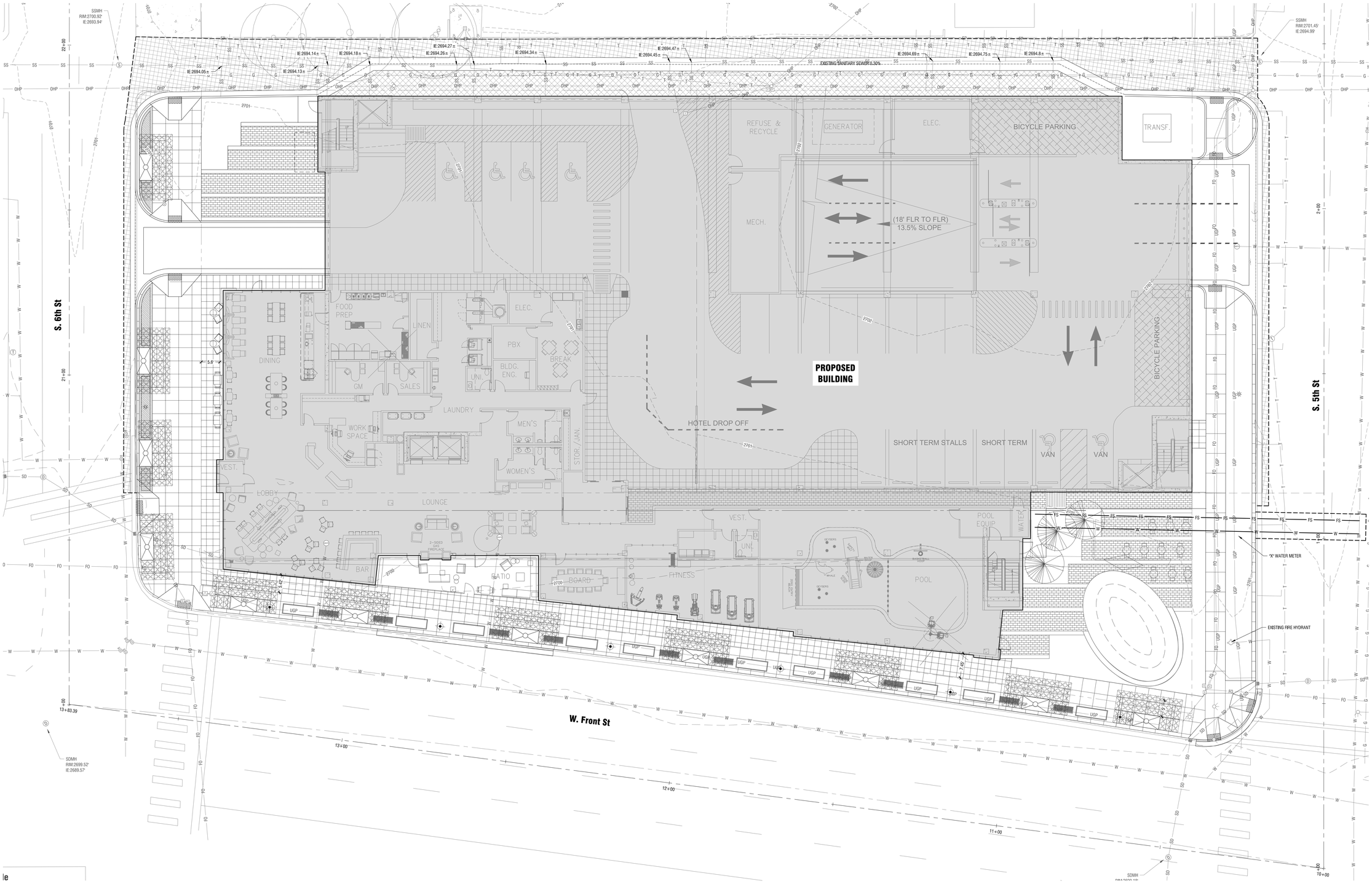
File Name: Z:\2014\201405\Layout\201405-SITE-PLAN.dwg
Plotted: Tuesday, March 13 2018 at 08:00 AM
Last Saved: Tuesday, March 13 2018 at 08:00 AM

Key Notes:

1. CONSTRUCT TYPE "D" SANITARY SEWER SERVICE PER ISPWC SD-511. COORDINATE WITH BOISE CITY PUBLIC WORKS TO OBTAIN TAP PERMIT AND SCHEDULE INSPECTION.
2. COORDINATE WITH MECHANICAL PLAN FOR CONTINUATION WITHIN STRUCTURE.
3. COORDINATE WITH INTERMOUNTAIN GAS COMPANY TO INSTALL GAS SERVICE.
4. STORM DRAIN VAULT. COORDINATE WITH STRUCTURAL PLANS. CONTRACTOR SHALL CONFIRM WITH GEOTECHNICAL ENGINEER THAT BOTTOM OF FOOTING AT VAULT PENETRATES FREE-DRAINING NATIVE SAND & GRAVELS UNDERLYING THE SITE. BACKFILL INTERIOR OF VAULT WITH 18-IN OF ASTM C-33 FILTER SAND; BOTTOM ELEVATION OF SAND SHALL BE THE BOTTOM OF STRUCTURAL FOOTING.
5. COORDINATE WITH SUEZ WATER TO FOR ALL INSTALLATION OF ALL NEW WATER SERVICES AND REMOVAL OF EXISTING SERVICES.

Sheet Notes:

1. CONTRACTOR SHALL COMPLY WITH ALL NOTES ON SHEET C1.01.
2. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL COMPLY WITH IDAHO CODE, CHAPTER 22, TITLE 55 REGARDING UNDERGROUND FACILITIES DAMAGE PREVENTION. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED AS A RESULT OF FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES OR DIG-LINE (342-1585) FOR EXACT LOCATIONS A MINIMUM OF 48-HOURS PRIOR TO DIGGING.
3. ALL UTILITY, IRRIGATION, DRAINAGE, SEWER AND STREET LIGHT EASEMENTS SHOWN HEREON SHALL REMAIN IN PLACE.
4. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND EVIDENCE. THE SURVEYOR MAKES NO GUARANTEES AS TO THE ACTUAL LOCATION OF THE UNDERGROUND UTILITIES.
5. RETAIN AND PROTECT ALL EXISTING UNDERGROUND UTILITIES, EXCEPT AS NEEDED TO REMOVE EXISTING BUILDINGS. COORDINATE UTILITY DISCONNECTION WITH EACH UTILITY PROVIDER.
6. ALL PIPE INSTALLATION AND TRENCHING SHALL CONFORM TO THE LATEST EDITION OF THE ISPWC DIVISION 300 AND SD-301. BEDDING AND BACKFILL SHALL BE CONSTRUCTED PER SECTIONS 305 AND 306 OF THE ISPWC.



Utility Plan

HORIZONTAL SCALE: 1" = 10'

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DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
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Utility Plan
Utility Plan

C4.00

Sheet Notes:

A. FIRE ACCESS POSSIBLE THROUGH ADJACENT STREETS AND ALLEYS.
B. NO HILLSIDE DEVELOPMENTS PROPOSED.
C. INSTALL SUSPENDED PAVING SYSTEM (BELOW PAVERS). TYPE: SILVA CELL BY DEEP ROOT GREEN INFRASTRUCTURE, LLC. HEIGHT: THREE (3) CELL TALL SYSTEM.
D. EXISTING FIRE HYDRANTS ON 5TH & FRONT AND 6TH & FRONT SHALL REMAIN IN PLACE.
E. TRASH STORAGE LOCATED IN BUILDING STRUCTURE.

Landscape Notes:

A. CONTRACTOR SHALL REPORT TO LANDSCAPE ARCHITECT ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK, PRIOR TO BEGINNING WORK.
B. FINISH GRADES TO BE SMOOTH AND EVEN GRADIENTS WITH POSITIVE DRAINAGE IN ACCORDANCE WITH SITE GRADING PLAN. FINISH GRADE RELATED TO ADJACENT SITE ELEMENTS SHALL BE:
B.A. 1-INCH BELOW TOP OF ADJACENT PAVEMENT, VALVE BOX, VAULT, ETC.
B.B. 3-INCHES BELOW TOP OF CURB UNLESS NOTED OTHERWISE.
C. ALL PLANTING BEDS SHALL HAVE A MINIMUM OF 24" OF TOPSOIL. SOD AREAS A MINIMUM OF 12" OF TOPSOIL. SPREAD, COMPACT AND FINE GRADE TOPSOIL TO A SMOOTH AND UNIFORM GRADE.
D. PROVIDE NEW TOPSOIL THAT IS FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, STONES LARGER THAN 2 INCHES IN ANY DIMENSION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.
E. OBTAIN TOPSOIL FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY, WELL-DRAINED SITES WHERE TOPSOIL OCCURS IN A DEPTH OF NOT LESS THAN 4 INCHES.
F. ALL LANDSCAPE AREAS SHALL BE WEED FREE AT THE TIME OF LANDSCAPE INSTALLATION. REMOVE ALL ROOTS, WEEDS, ROCKS AND FOREIGN MATERIAL ON THE SURFACE.
G. NEW TREE PLANTING, SEE DETAIL 3/L1.01. CONTRACTOR SHALL STAKE ALL TREES DEEMED NECESSARY, I.E...FROM BEING BLOWN OVER, PLANTED WITH LOOSE ROOT BALL, ETC. CONTRACTOR'S OPTION.
H. NEW SHRUB PLANTING, SEE DETAIL 4/L1.01.
I. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN. PLANTS WILL BE REJECTED IF NOT IN A SOUND AND HEALTHY CONDITION.
J. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF SUBSTANTIAL COMPLETION. REPLACE ALL PLANT MATERIAL FOUND DEAD OR NOT IN A HEALTHY CONDITION IMMEDIATELY WITH THE SAME SIZE AND SPECIES AT NO COST TO THE OWNER.
K. TREE PIT BACKFILL PLANTING MIX: BLEND TOPSOIL AND SOIL AMENDMENTS AND FERTILIZER FOR TREE PIT BACKFILL AT THE FOLLOWING RATES. BLEND AMENDMENTS THOROUGHLY WITH SOIL BACKFILL. TREE PITS SHALL BE PER DETAIL 3/L1.01.
K.A. APPLICATION RATES:
K.A.A. HUMIC ACID: 25 LBS PER TREE PIT
K.A.B. COMMERCIAL GRADE COMPOST - 10 CUBIC FEET PER TREE PIT
K.A.C. PLANTING TABLET FERTILIZER - 4 TABLETS PER TREE PIT
K.A.D. CALCIFIED DIATOMACEOUS EARTH - 75 LBS PER TREE PIT
L. SHRUB PIT BACKFILL PLANTING MIX: BLEND TOPSOIL AND SOIL AMENDMENTS AND FERTILIZER FOR SHRUB PIT BACKFILL AT THE FOLLOWING RATES. BLEND AMENDMENTS WITH THOROUGHLY WITH SOIL BACKFILL. SHRUB PITS SHALL BE PER DETAIL 4/L1.01.
L.A. APPLICATION RATES:
L.A.A. HUMIC ACID: 2 LBS PER SHRUB PIT
L.A.B. COMMERCIAL GRADE COMPOST - 2 CUBIC FEET PER SHRUB PIT
L.A.C. PLANTING TABLET FERTILIZER - 2 TABLETS PER SHRUB PIT
L.A.D. CALCIFIED DIATOMACEOUS EARTH - 15 LBS PER SHRUB PIT
M. IMMEDIATELY CLEAN UP ANY TOPSOIL OR OTHER DEBRIS ON THE SITE CREATED FROM LANDSCAPE OPERATIONS AND DISPOSE OF PROPERLY OFF SITE.
N. IN THE EVENT OF A DISCREPANCY NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.

Landscape Irrigation Notes:

A. ALL LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC UNDERGROUND SPRINKLER SYSTEM WHICH INSURES COMPLETE COVERAGE AND IS PROPERLY ZONED FOR REQUIRED WATER USES. EACH HYDROZONE IS TO BE IRRIGATED WITH SEPARATE INDIVIDUAL STATIONS.
B. PLANTER BEDS AND LAWN AREAS ARE TO HAVE SEPARATE HYDROZONES.
C. POP-UP SPRINKLER HEADS SHALL HAVE A MINIMUM RISER HEIGHT OF 4" AT LAWN AREAS AND 18" AT PLANTER BEDS.
D. PLANTER BEDS ARE TO HAVE DRIP IRRIGATION SYSTEMS OR POP-UP SPRAY SYSTEMS. ANNUALS, PERENNIALS GROUND COVERS OR SHRUB MASSINGS SHALL HAVE A POP-UP SPRAY SYSTEM.
E. INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDROZONES.
F. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% COVERAGE WITH HEAD TO HEAD SPACING OR TRIANGULAR SPACING AS APPROPRIATE.
G. SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES SUCH AS SIDEWALKS, DRIVEWAYS, AND PARKING AREAS.

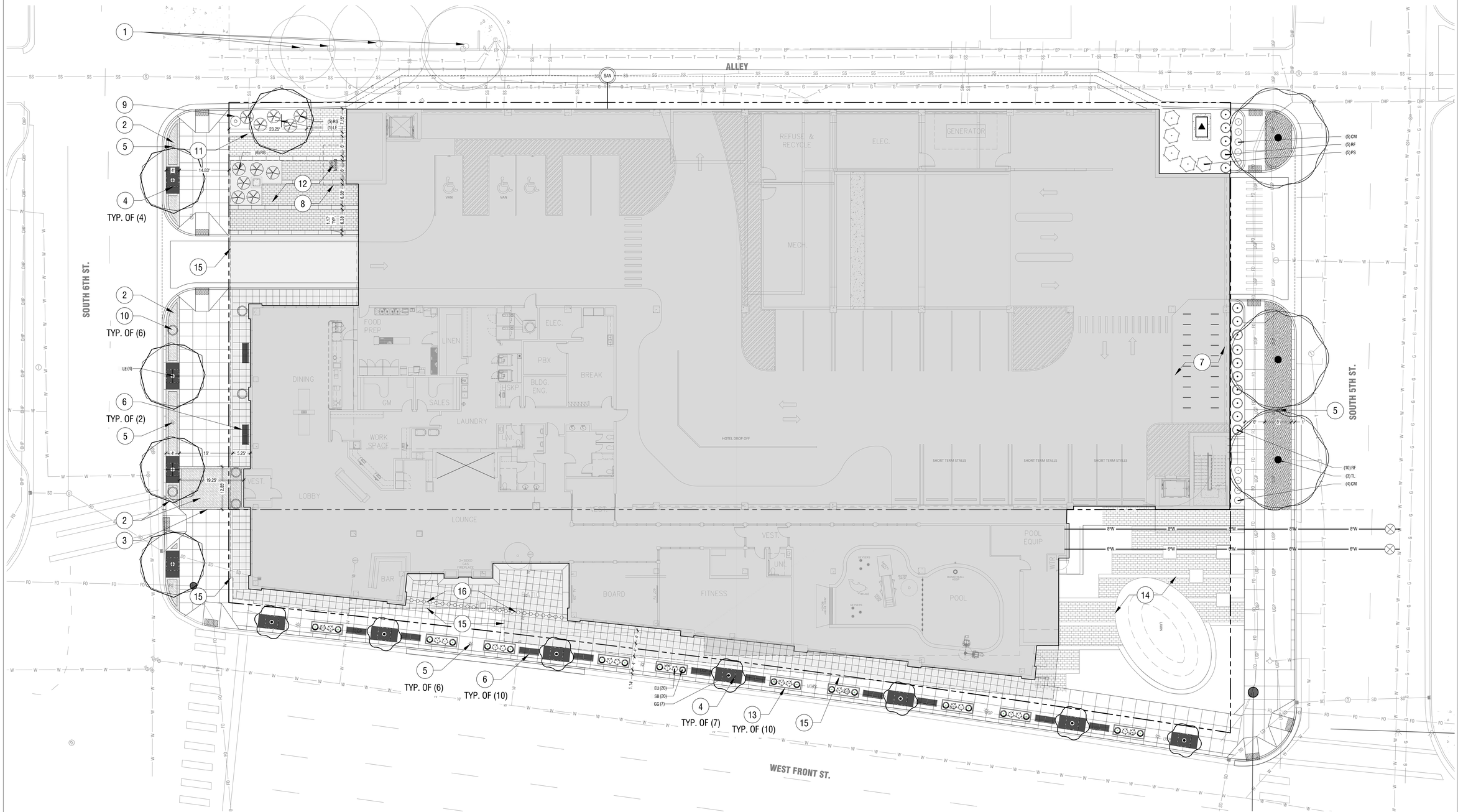
Keynotes:

(#) CALLOUT NUMBERS COORDINATED TO NUMBERED NOTES BELOW.

1. EXISTING TREE ON ADJACENT PARCEL. COORDINATE REMOVAL AND REPLACEMENT WITH ADJACENT PROPERTY OWNER PRIOR TO STARTING CONSTRUCTION.
2. ENDICOTT RED BRICK PAVER, DRY LAID, COLOR TO BE NO. 46 MEDIUM IRONSPOT BLEND. SEE DETAIL 5 & 6/L1.01.
3. ENDICOTT DARK BRICK PAVER SOLDIER COURSE AT HOTEL ENTRY. DRY LAID, COLOR TO BE MANGANESE IRONSPOT. SEE DETAIL 5 & 6/L1.01.
4. SILVA CELLS AND CITY OF BOISE STANDARD TREE GRATE, SIZE: 4' X 8;' TYPE: "KIVA" CAST IRON WITH NATURAL RAW FINISH BY URBAN ACCESSORIES. ADA COMPLIANT. SEE DETAILS 1 - 3/L1.01
5. CITY OF BOISE STANDARD HISTORIC STREET LIGHT, PER CITY OF BOISE PUBLIC WORKS AND CAPITAL CITY DEVELOPMENT CORP. SEE DETAIL 9/L1.01.
6. CITY OF BOISE STANDARD BENCH, TYPE: "MODEL C-10" BY VICTOR STANLEY, INC. 4-FT LENGTH. SEE DETAIL 10/L1.01.
7. BIKE RACK CORRAL. QUANTITY: (20) BIKE RACKS. SEE DETAIL 8/L1.01
8. BOISE GREEN BIKE CORRAL. ALTERNATIVELY, CITY OF BOISE STANDARD BIKE RACKS, TYPE: "SINGLE BEND" BY W.W. FABRICATION AND WELDING INC. COLOR TO BE RAL 6009.
9. FLAGPOLE, SEE ARCHITECTURAL.
10. CITY OF BOISE STANDARD MOVABLE PLANTER. LANDSCAPE IN PLANTER SHALL BE ANNUAL/PERENNIAL FLOWERS PER DOWNTOWN BOISE ASSOCIATION (DBA). SEE DETAIL 11/L1.01.
11. BOARD FORM CONCRETE SEAT WALL. SEE DETAIL 12/L1.01.
12. SAND SET PLANK PAVERS WITH CONCRETE BANDING. SEE DETAIL 7/L1.01.
13. BOARD FORM CONCRETE PLANTER. SEE DETAIL 13/L1.01.
14. NOT A PART. POCKET PARK BY GSLO.
15. BUILDING OVERHANG.
16. 3' WROUGHT IRON FENCE, TYPICAL.

PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONTAINER	CALIPER
GG	GINKGO BILOBA `GOLDEN COLONNADE` / GOLDEN COLONNADE GINKGO	B & B	2"
LE	LIRIODENDRON TULIPIFERA `EMERALD CITY` TM / EMERALD CITY TULIP TREE	B & B	2"
TL	TILIA AMERICANA `LEGEND` / AMERICAN LEGEND	B & B	2"
SHRUBS	BOTANICAL NAME / COMMON NAME	CONTAINER	MATURITY (H X W)
CM	COREOPSIS VERTICILLATA `MOONBEAM / MOONBEAM THICKLEAF TICKSEED	1 GAL	
EU	EUONYMUS JAPONICUS `GREENSPIRE` / GREENSPIRE UPRIGHT EUONYMUS	3 GAL	
PS	PHYSOCARPUS OPULIFOLIUS `SEWARD` / SEWARD NINEBARK	5 GAL	
RF	RHAMNUS FRANGULA `FINE LINE` / FINE LINE BUCHTHORN	5 GAL	
RG	RHUS AROMATICA `GRO-LOW` / GRO-LOW FRAGRANT SUMAC	3 GAL	
SB	SCHIZACHYRIUM SCOPARIUM `THE BLUES` / THE BLUES LITTLE BLUESTEM	2 GAL	
GROUND COVERS	BOTANICAL NAME / COMMON NAME	CONT	
	TURF SOD BLUEGRASS / KENTUCKY BLUEGRASS	SOD	



Site & Landscape Plan

HORIZONTAL SCALE: 1" = 10'

0 10' 20'

GBA
architecture | design
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STATE OF IDAHO — ROBERT SHAFER — LA-18795 — REGISTERED LANDSCAPE ARCHITECT — 03/13/2018

PROJECT:
FRONT STREET DEVELOPMENT
ADDRESS:
405 W. FRONT STREET
BOISE, IDAHO 83702
DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
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6233 GREENWAY BOULEVARD
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PROJECT: 201405.1
DRAWN BY: TLG
DATE: 03-13-2018
SCALE: AS NOTED
03-13-18 DR SUBMITTAL

Site & Landscape Plan

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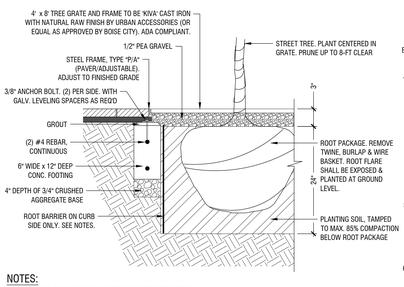
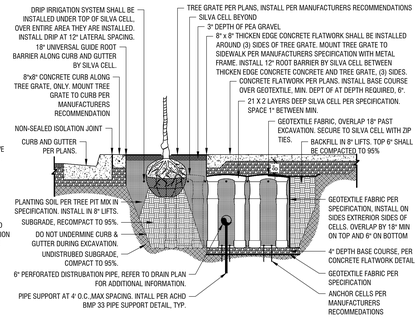


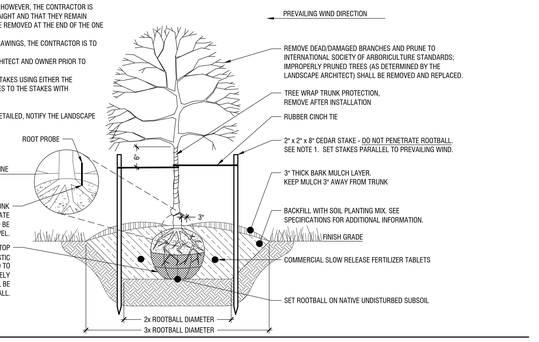
NOTES:
1. REFER TO GRADING PLAN FOR FINISH GRADE INFORMATION.
2. INSTALL DEEPROOT UB18-2 ROOT BARRIER (OR APPROVED EQUAL) ON SIDE ADJACENT TO CURB. EXTEND TO 24-IN BELOW SUBGRADE.

1 Tree Well
Scale: 1" = 1'

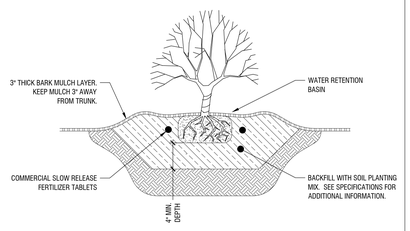


2 Silva Cell □Transverse Section at Tree Location
Scale: 3/8" = 1'

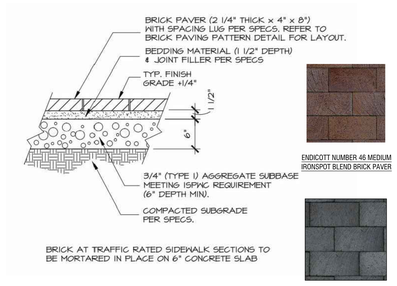
NOTES:
1. THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR A MINIMUM OF 1 YEAR. ALL STAKING SHALL BE REMOVED AT THE END OF THE ONE YEAR WARRANTY PERIOD.
2. IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
3. LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
4. WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPPAGE.
5. WATER TREE TWICE WITHIN THE FIRST 24 HOURS.
6. IN THE EVENT HARDPAN SOILS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.



3 Deciduous Tree Planting
Scale: NTS



4 Shrub Planting
Scale: NTS

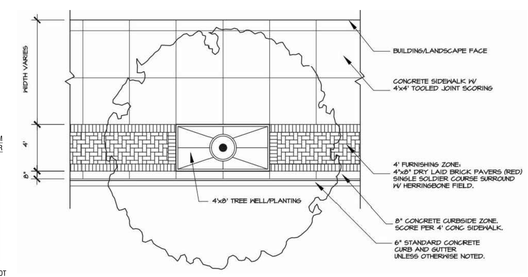


ENDICOTT NUMBER 46 MEDIUM IRONSPOT BLEND BRICK PAVER

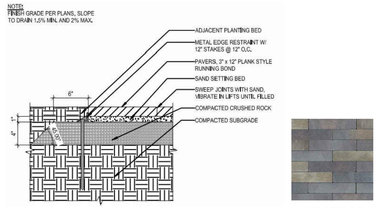
ENDICOTT MANGANESE IRONSPOT BRICK PAVER

NOTES:
1. REFER TO PLAN FOR PAVER COLOR LOCATIONS.
2. MATCH CITY OF BOISE STANDARD IN STYLE AND COLOR.

5 Dry Laid Brick Paving Detail
Scale: NTS



6 Boise CCDC Urban Brick Concrete Paving Detail
Scale: NTS



NORTHWEST BLEND PLANK PAVER

NOTES:
1. PAVERS TO MATCH THOSE PROPOSED IN ADJACENT POCKET PARK ON 5th & FRONT STREETS.
2. PLANK PAVER BY MUTUAL MATERIALS, COLOR: NORTHWEST BLEND.
3. RUNNING BOND PATTERN.

7 Sand Set Plank Pavers
Scale: NTS



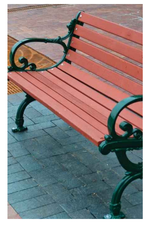
NOTES:
1. "BOLA" BIKE RACK BY LANDSCAPE FORMS IN POWDER COAT SILVER COLOR.
2. EMBEDDED IN CONCRETE.
3. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.

8 Bike Rack Detail
Scale: NTS



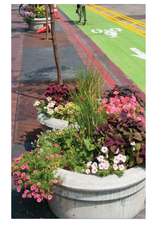
NOTES:
1. MATCH CITY OF BOISE STANDARD HISTORIC STREETLIGHT IN STYLE AND COLOR.

9 Historic Street Light Detail
Scale: NTS



NOTES:
1. "MODEL C-10" 4 FOOT LENGTH BENCH BY VICTOR STANLEY. CAST IRON COLOR RAL 6009 WITH RECYCLED SLATS, COLOR: WALNUT.
2. SURFACE MOUNT PER MANUFACTURER'S SPECIFICATIONS.
3. MATCH CITY OF BOISE STANDARD IN STYLE AND COLOR.

10 4□Bench Detail
Scale: NTS



NOTES:
1. STANDARD 3' ROUND X 17" HEIGHT CAST STONE PLANTER BY IDAHO PRECAST CONCRETE.
2. MATCH CITY OF BOISE STANDARD IN STYLE AND COLOR.

11 Movable Planter Detail
Scale: NTS



12 Board Form Concrete Seat Wall
Scale: NTS



13 Board Form Concrete Planter
Scale: NTS

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Phone (208) 939-4041
www.thelandgroupinc.com

STATE OF IDAHO — ROBERT SCOTT SHAFER — LA-18795 — LANDSCAPE ARCHITECT
03/13/2018

PROJECT:
FRONT STREET DEVELOPMENT
250 W. FRONT STREET
BOISE, IDAHO 83702
DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
C/O RAYMOND MANAGEMENT COMPANY
8333 GREENWAY BOULEVARD
MIDDLETON, WI 53562

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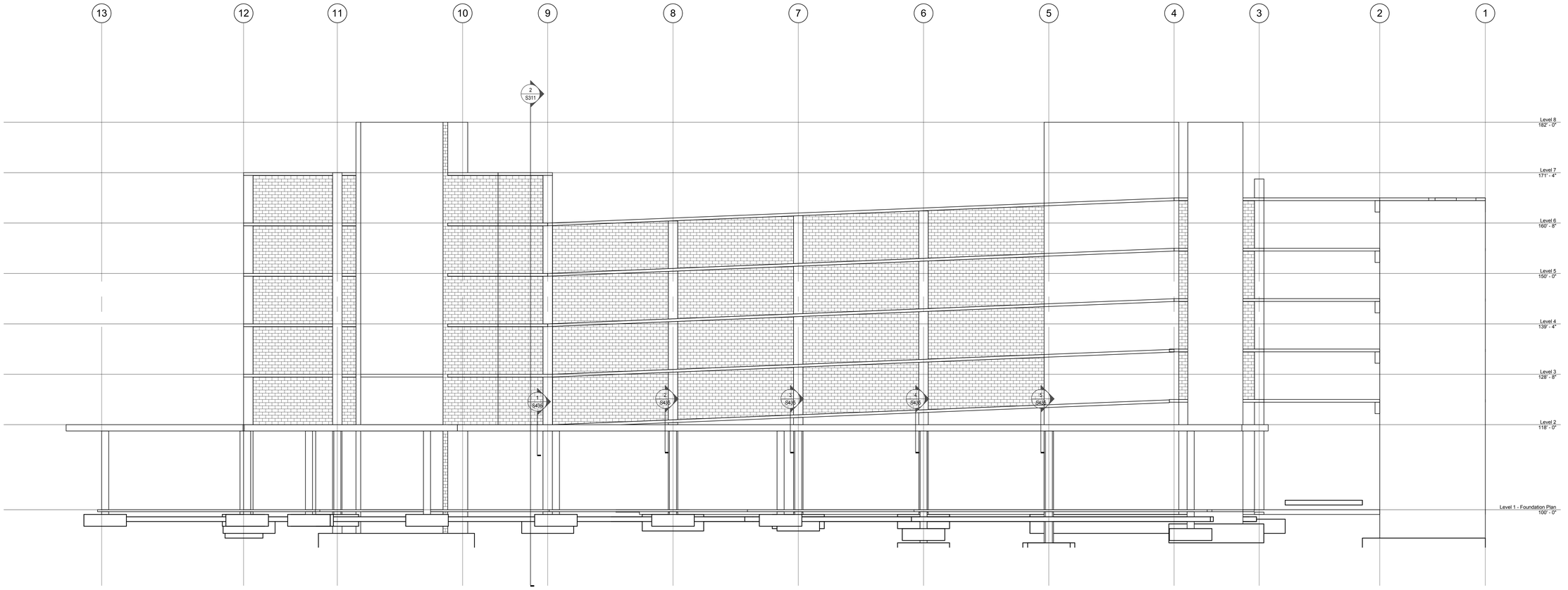
PROJECT:	201405.1
DRAWN BY:	TLG
DATE:	03-13-2018
SCALE:	AS NOTED

03-13-18 DR S□BMITTAL

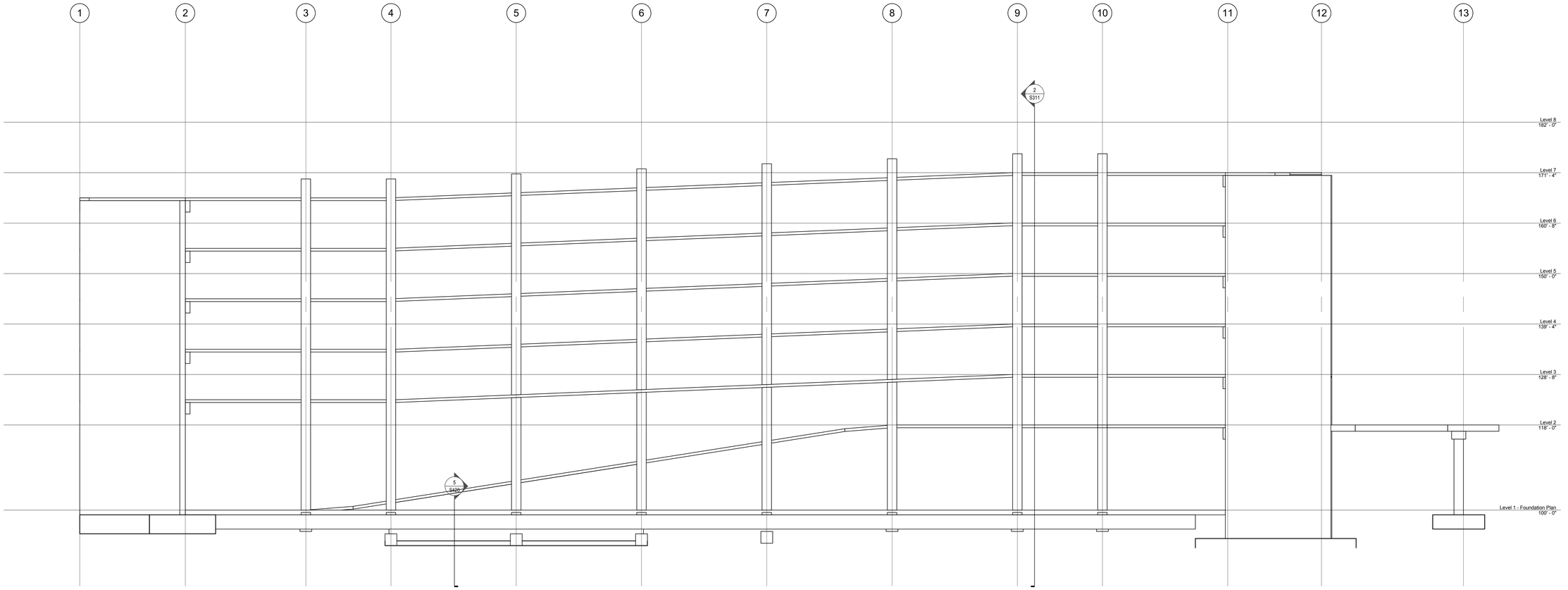
Landscape Details

L1.01

File Creation: 3/13/2018 9:09:54 AM
Last Saved By: Tyler Gray
Last Plotted: Tuesday, March 13, 2018 at 9:10 AM



2 SOUTH BUILDING ELEVATION
1/8" = 1'-0"



1 NORTH BUILDING ELEVATION
1/8" = 1'-0"

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Boise, ID 83706
O: 208.336.6985
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PROJECT:
FRONT STREET DEVELOPMENT
502-598 W. FRONT STREET
BOISE, IDAHO 83702
DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
C/O RAYMOND MANAGEMENT COMPANY
8201 GREENWAY BOULEVARD
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PROJECT:	1600186
DRAWN BY:	Author
DATE:	06/27/17
SCALE:	1/8" = 1'-0"

BUILDING ELEVATIONS

S301

3/2/2018 8:38 PM
jdrew
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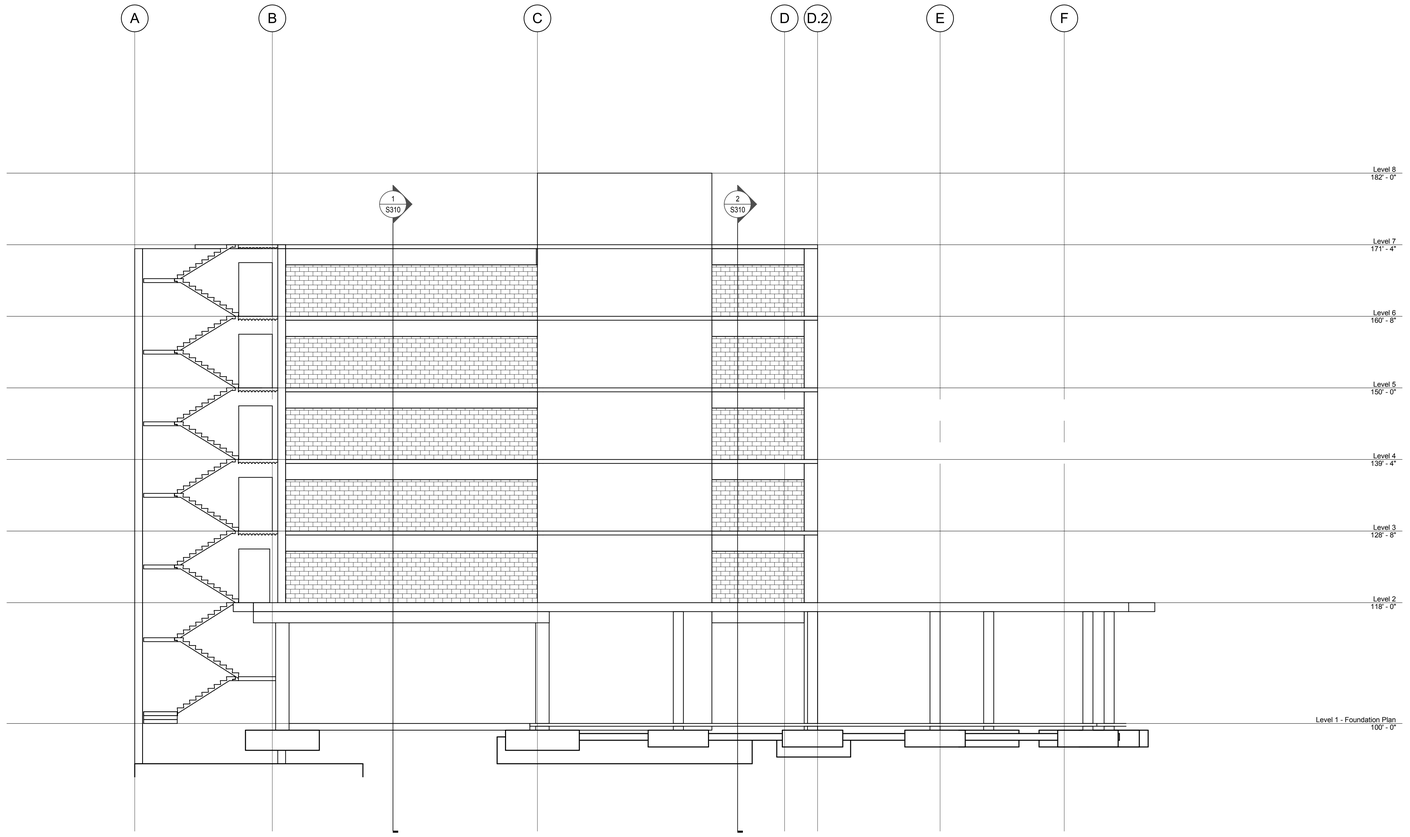
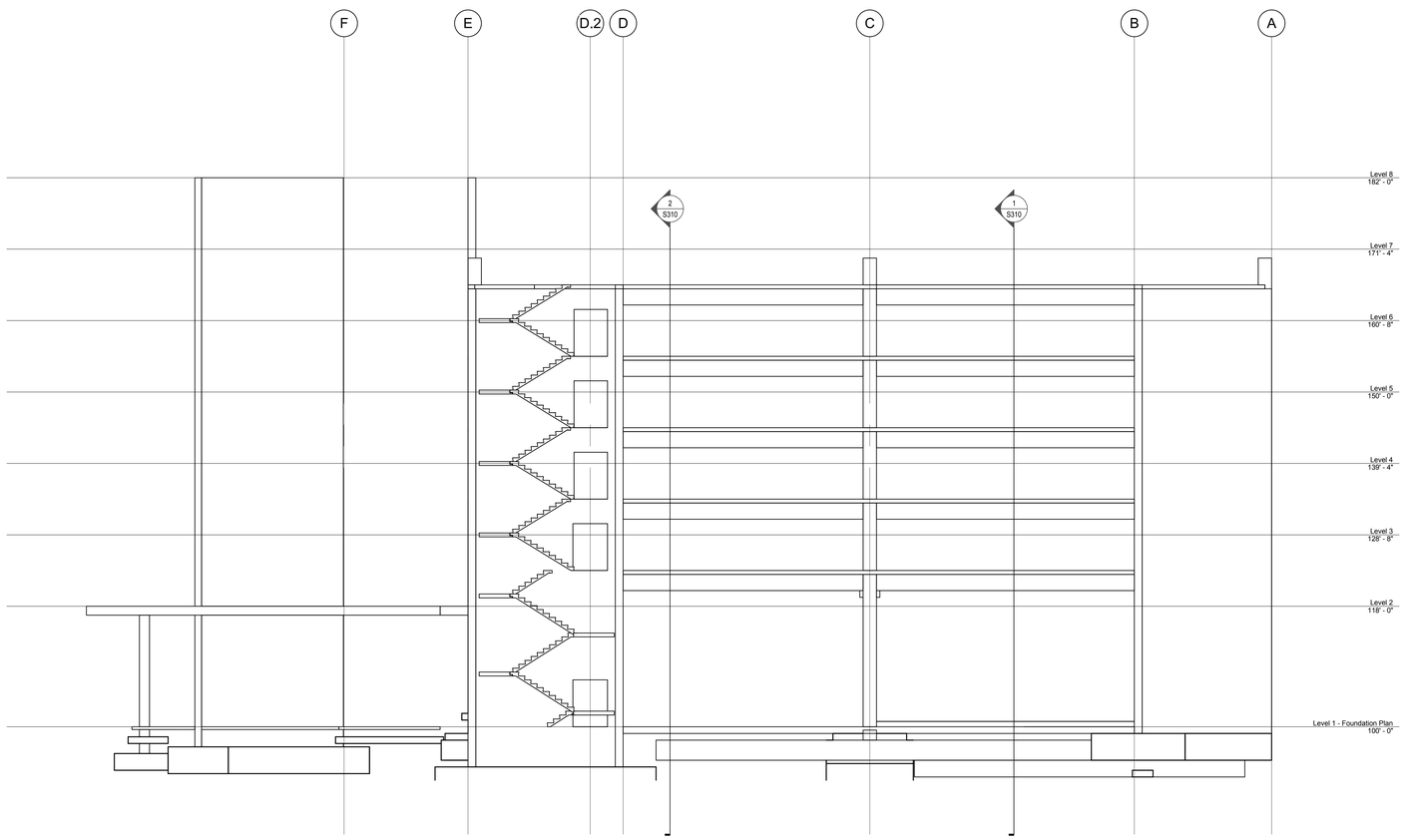


2 WEST BUILDING ELEVATION
1/8" = 1'-0"



1 EAST BUILDING ELEVATION
1/8" = 1'-0"

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PROJECT:
FRONT STREET DEVELOPMENT
502-598 W. FRONT STREET
BOISE, IDAHO 83702
DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
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PROJECT:	1600186
DRAWN BY:	Author
DATE:	03/06/18
SCALE:	1/8" = 1'-0"

BUILDING ELEVATIONS
S302

GRAPHIC	EXTERIOR FINISH KEY
	M-1 METAL FINISH 1
	B-1 BRICK FINISH 1
	C-1 CONCRETE FINISH 1
	E-1 EIFS FINISH 1
	ST-1 STONE FINISH 1
	CPU CPU FINISH 1
	W-1 WOOD PANEL FINISH 1

XX BUILDING SECTION - KEY NOTES

1. UTILITY SIZED FACE BRICK (1/3 RUNNING BOND)
2. ARCHITECTURAL STONE VENEER.
3. ALUMINUM COMPOSITE PANEL.
4. EXTRUDED ALUMINUM SIDING PANEL.
5. EXTRUDED ALUMINUM SOFFIT PANEL.
6. EXTERIOR INSULATION FINISH SYSTEM (EIFS)
7. BACK-LIT LAMINATED GLASS "BEACON"
8. CAST STONE SILL.
9. ALUMINUM STOREFRONT.
10. ALUMINUM WINDOW.
11. VTAC UNIT AND EXTERIOR LOUVER.
12. PRE-FINISHED METAL COPING.
13. INTERNALLY ILLUMINATED HOTEL SIGN.
14. VISION GLASS.
15. PRE-FINISHED ALUMINUM COMPOSITE PANEL FASCIA.
16. FDC
17. SEE-THROUGH FIREPLACE.
18. V-GROOVE JOINT, REFER TO DETAIL X/XXX.
19. EXTERIOR LIGHTING.
20. VTAC ACCESS PANEL.
21. PRE-FINISHED METAL GRAVEL STOP.
22. HOLLOW METAL DOOR AND FRAME.
23. PRE-FINISHED METAL RAIN GUTTER.

GENERAL NOTES:

1. REFER TO EXTERIOR ELEVATIONS SHEETS A6.01 AND A6.02 FOR ADDITIONAL DETAIL CALLOUTS NOT IDENTIFIED HEREIN.
2. REFER TO WALL SECTIONS SHEETS A7.1 THOUGH A7.11 FOR ADDITIONAL INFORMATION AND DETAILS NOT SPECIFICALLY IDENTIFIED

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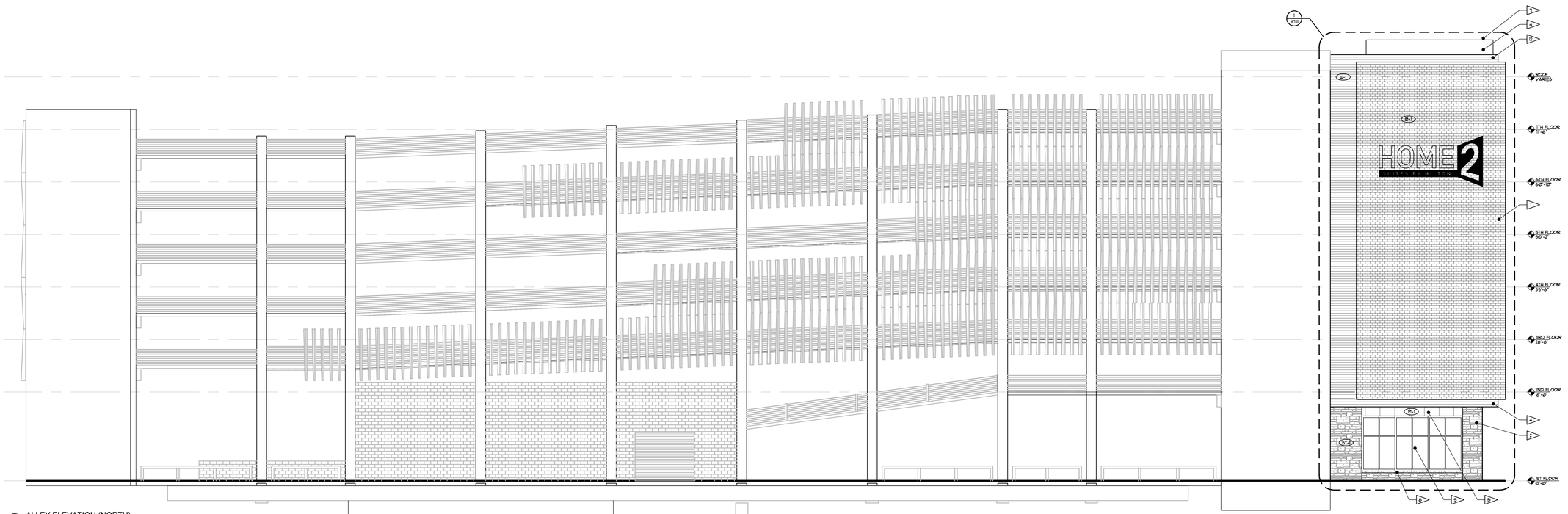
2 FRONT ST. ELEVATION (SOUTH)
SCALE: 1/8" = 1'-0"



1 ALLEY ELEVATION (NORTH)
SCALE: 1/8" = 1'-0"

PROJECT:
FRONT STREET DEVELOPMENT
CORNER OF 5TH STREET
BOISE, IDAHO 83702

DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
C/O RAYMOND MANAGEMENT COMPANY
8383 GREENWAY BOULEVARD
MIDDLETON, WI 53562

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DATE:
SCALE: AS NOTED
DESIGN REVIEW 03/13/2018

BUILDING ELEVATIONS
A6.01

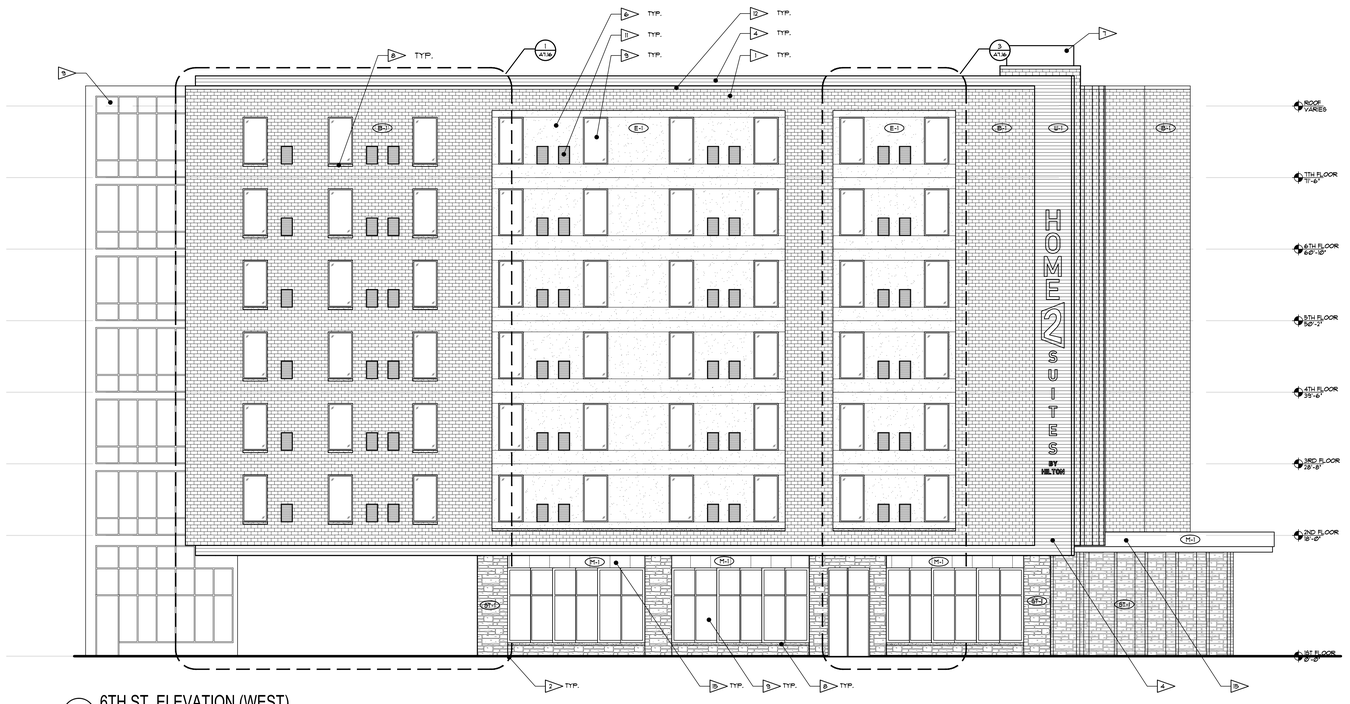
GRAPHIC	EXTERIOR FINISH KEY
	M-1 METAL FINISH 1
	B-1 BRICK FINISH 1
	C-1 CONCRETE FINISH 1
	E-1 EIFS FINISH 1
	ST-1 STONE FINISH 1
	CMU-1 CMU FINISH 1
	W-1 WOOD PANEL FINISH 1

XX BUILDING SECTION - KEY NOTES

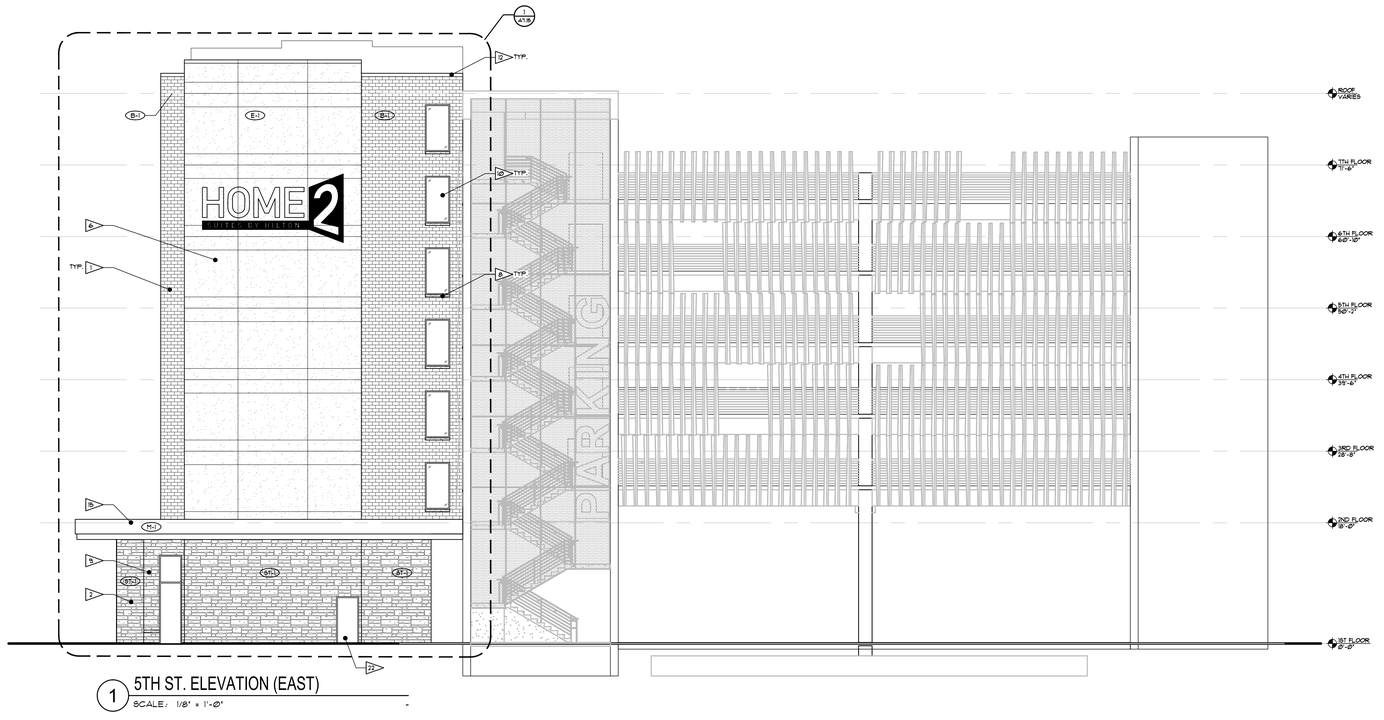
1. UTILITY SIZED FACE BRICK (1/3 RUNNING BOND)
2. ARCHITECTURAL STONE VENEER.
3. ALUMINUM COMPOSITE PANEL.
4. EXTRUDED ALUMINUM SIDING PANEL.
5. EXTRUDED ALUMINUM SOFFIT PANEL.
6. EXTERIOR INSULATION FINISH SYSTEM (EIFS)
7. BACK-LIT LAMINATED GLASS "BEACON"
8. CAST STONE SILL.
9. ALUMINUM STOREFRONT.
10. ALUMINUM WINDOW.
11. VTAC UNIT AND EXTERIOR LOUVER.
12. PRE-FINISHED METAL COPING.
13. INTERNALLY ILLUMINATED HOTEL SIGN.
14. VISION GLASS.
15. PRE-FINISHED ALUMINUM COMPOSITE PANEL FASCIA.
16. FDC
17. SEE-THROUGH FIREPLACE.
18. V-GROOVE JOINT, REFER TO DETAIL X/XXX.
19. EXTERIOR LIGHTING.
20. VTAC ACCESS PANEL.
21. PRE-FINISHED METAL GRAVEL STOP.
22. HOLLOW METAL DOOR AND FRAME.
23. PRE-FINISHED METAL RAIN GUTTER.

GENERAL NOTES:

1. REFER TO EXTERIOR ELEVATIONS SHEETS A6.01 AND A6.02 FOR ADDITIONAL DETAIL CALLOUTS NOT IDENTIFIED HEREIN.
2. REFER TO WALL SECTIONS SHEETS A7.1 THROUGH A7.11 FOR ADDITIONAL INFORMATION AND DETAILS NOT SPECIFICALLY IDENTIFIED



2 6TH ST. ELEVATION (WEST)
SCALE: 1/8" = 1'-0"



1 5TH ST. ELEVATION (EAST)
SCALE: 1/8" = 1'-0"

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PROJECT:
FRONT STREET DEVELOPMENT
SOUTHEAST CORNER OF 5TH STREET
BOISE, IDAHO 83702

DEVELOPER:
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C/O RAYMOND MANAGEMENT COMPANY
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BUILDING ELEVATIONS
A6.02

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VIEW FROM S. 6TH STREET & W. FRONT STREET INTERSECTION



VIEW FROM S. 5TH STREET & ALLEY INTERSECTION



VIEW FROM S. 6TH STREET & ALLEY INTERSECTION



VIEW FROM S. 5TH STREET & W. FRONT STREET INTERSECTION

PROJECT:
FRONT STREET DEVELOPMENT
502-598 W. FRONT STREET
BOISE, IDAHO 83702

DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
C/O RAYMOND MANAGEMENT COMPANY
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EXTERIOR RENDERINGS

R1.01



AERIAL VIEW FROM S. 6TH STREET & W. FRONT STREET INTERSECTION



DUSK VIEW FROM S. 6TH STREET & W. FRONT STREET INTERSECTION



PEDESTRIAN VIEW FROM S. 6TH STREET



PEDESTRIAN VIEW FROM S. 6TH STREET & W. FRONT STREET INTERSECTION

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FRONT STREET DEVELOPMENT
502-598 W. FRONT STREET
BOISE, IDAHO 83702

DEVELOPER:
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EXTERIOR RENDERINGS
R1.02

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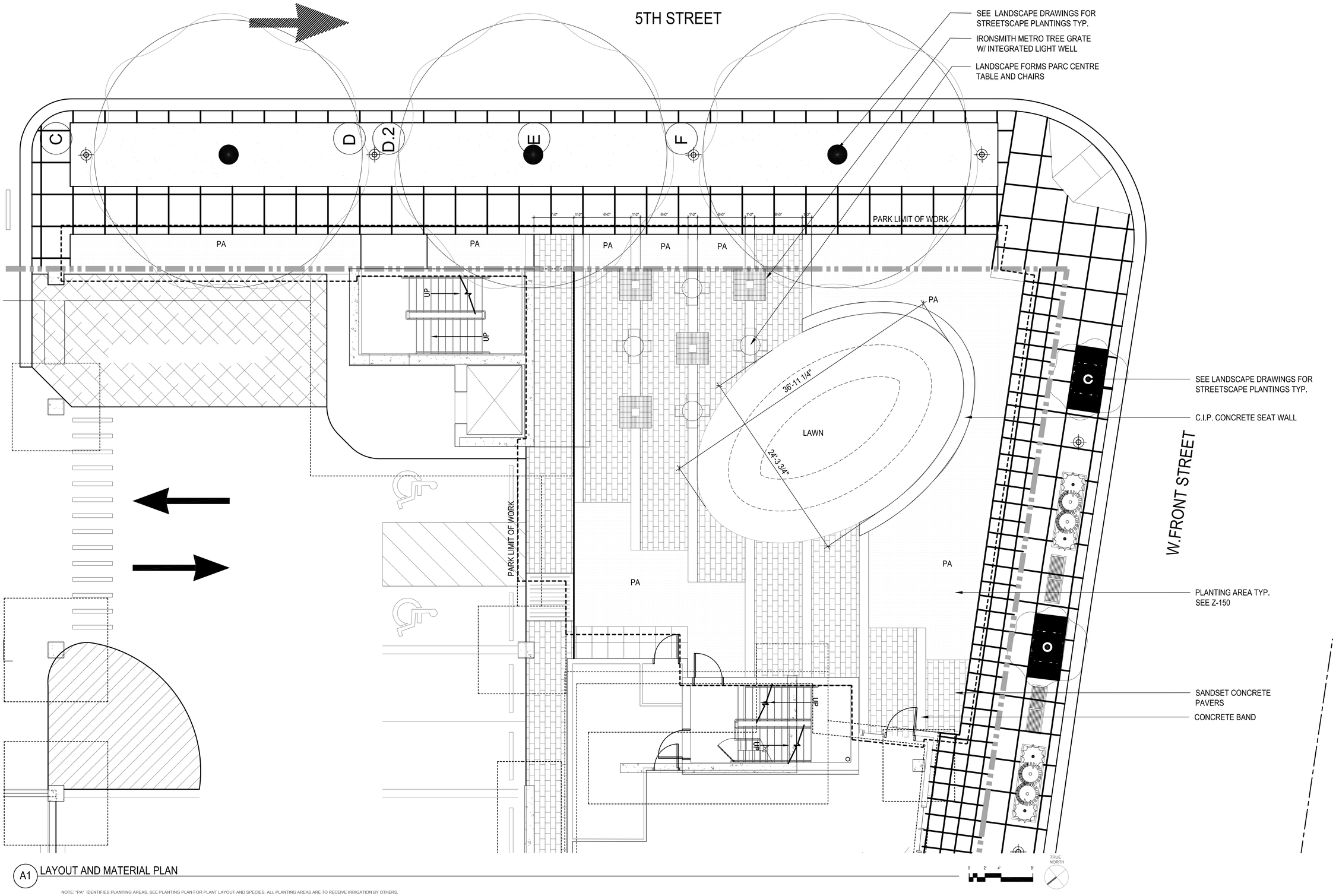

A1 LAYOUT AND MATERIAL PLAN

NOTE: "PA" IDENTIFIES PLANTING AREAS. SEE PLANTING PLAN FOR PLANT LAYOUT AND SPECIES. ALL PLANTING AREAS ARE TO RECEIVE IRRIGATION BY OTHERS.

PROJECT:
FRONT STREET DEVELOPMENT
250 W. FRONT STREET
BOISE, IDAHO 83702

DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
C/O RAYMOND MANAGEMENT COMPANY
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PROJECT: 201405.1
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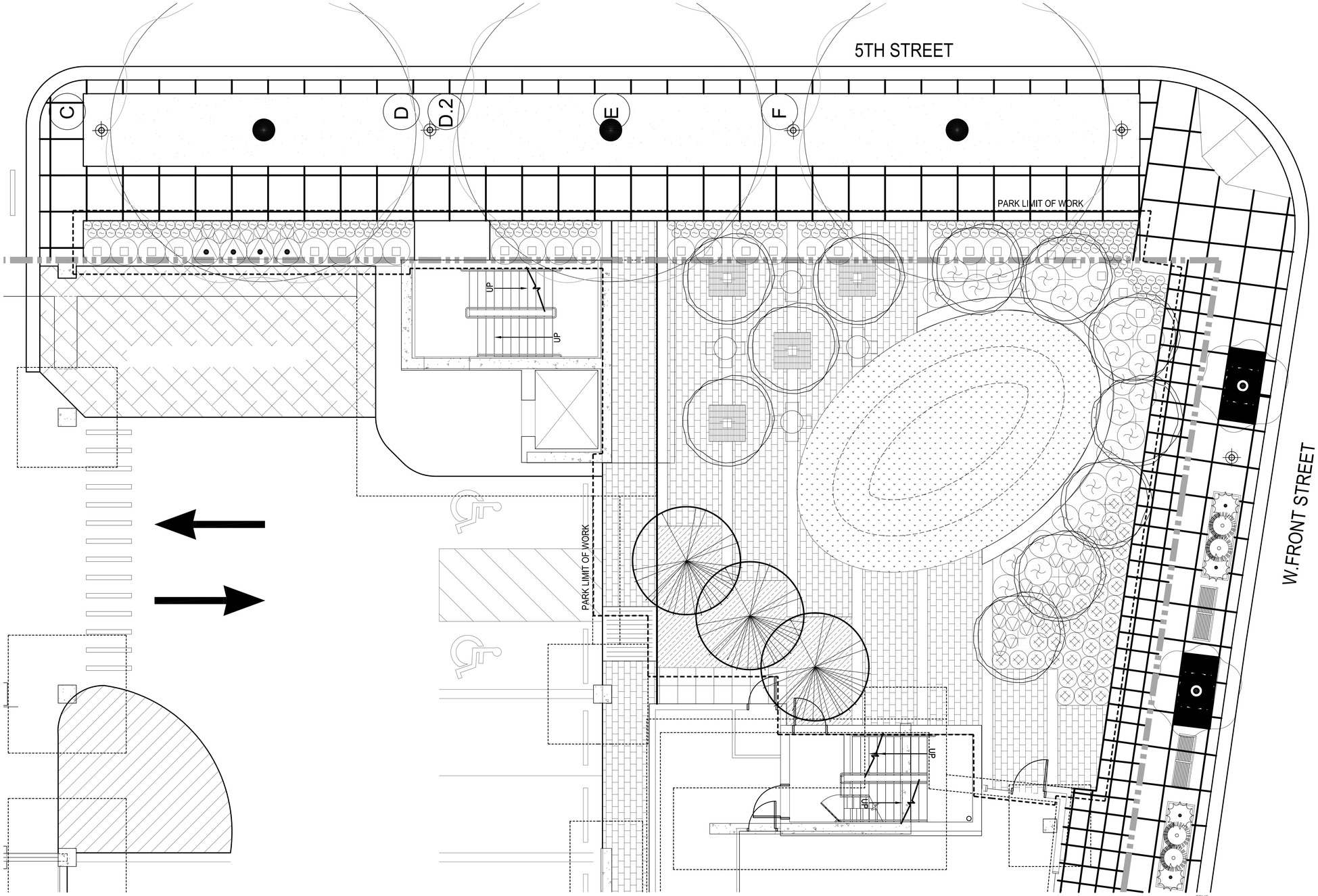
DATE: 03.13.2018
SCALE: AS NOTED

LAYOUT AND MATERIALS PLAN

Z-111



A1 PLANTING PLAN

PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	CONT	QTY
	ABIES BALSAMEA	BALSAM FIR	15 GAL	3
	PRUNUS X `DREAM CATCHER`	DREAM CATCHER FLOWERING CHERRY	2" CAL	11
SHRUBS	**BOTANICAL NAME**	**COMMON NAME**	**MIN. CONT**	**QTY**
	CORNUS SERICEA `FARROW`	ARCTIC FIRE RED TWIG DOGWOOD	5 GAL	28
	FESTUCA IDAHOENSIS	IDAHO FESCUE	5 GAL	199
	HELICTOTRICHON SEMPERVIRENS	BLUE OAT GRASS	5 GAL	40
	LAVANDULA ANGUSTIFOLIA `HIDCOTE BLUE`	HIDCOTE BLUE LAVENDER	5 GAL	35
	LONICERA PILEATA	PRIVET HONEYSUCKLE	5 GAL	26
	SALIX PURPUREA `NANA`	DWARF ARCTIC WILLOW	5 GAL	4
GROUND COVERS	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SPACING**	**QTY**
	ARCTOSTAPHYLOS UVA-URSI	KINNIKINNICK	4"POT		267 SF
	TURF SOD	DROUGHT TOLERANT FESCUE BLEND	4"POT		705 SF

PLANTING NOTES:

1. ALL FURNISHED PLANT MATERIAL SHALL COMPLY WITH ANSI Z60.1 AND THE DRAWINGS.
2. SUBMIT PRODUCT DATA, QUANTITY, AND SIZE INFORMATION FOR ALL PLANTS AND PRODUCTS.
3. SUBMIT SAMPLES OF ALL MULCH, WEED BARRIER, EDGING MATERIALS, AND ROOT BARRIERS) TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL.
4. PLANT SUBSTITUTIONS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL.
5. LANDSCAPE ARCHITECT SHALL INSPECT ALL PLANTS ON SITE OR AT THE NURSERY BEFORE PLANTING COMMENCES. NOTIFY LANDSCAPE ARCHITECT AT LEAST **7** DAYS PRIOR TO PLANT DELIVERY TO THE SITE.
6. DO NOT PLANT DURING FREEZING CONDITIONS OR ABOVE **90°F.**
7. PLANTING AREAS ARE TO BE FREE OF ALL FOREIGN AND DELETERIOUS MATERIAL AND HAVE ADEQUATE MOISTURE FOR PLANTING.
8. INSTALL PLANTING FERTILIZER TABLETS IN EACH PLANTING HOLE. TABLETS SHALL HAVE A **(20:10:5)** NUTRIENT COMPOSITION. PROVIDE **(1)** TABLET FOR GROUNDCOVERS AND SMALL SHRUBS, **(2)** TABLETS FOR MEDIUM TO LARGE SHRUBS, AND **(3)** TABLETS PER EACH CALIPER INCH FOR TREES.
9. INSTALL ROOT BARRIER PER DRAWINGS AND DETAILS.
10. USE INTEGRATED PEST MANAGEMENT PRACTICES. DO NOT APPLY PESTICIDES UNLESS WRITTEN AUTHORIZATION FROM THE OWNER IS RECEIVED.
11. DURING AND AFTER PLANT INSTALLATION, CLEAN ADJACENT AREAS OF ALL DEBRIS AND REMOVE SURPLUS MATERIALS. REMOVE NURSERY TAGS, NURSERY STAKES, TIE TAPE, WIRE, BURLAP, AND OTHER DEBRIS FROM PLANTS.
12. PLANT MATERIALS SHALL BE WARRANTED BY THE INSTALLER FOR A PERIOD OF **(1)** YEAR FROM TIME OF INSTALLATION.
13. CONTRACTOR SHALL OFFER MAINTENANCE SERVICES FOR A PERIOD OF (6) MONTHS FROM TIME OF INSTALLATION AT OWNER'S EXPENSE AND DISCRETION.
14. PLANTED AREAS TO BE IRRIGATED WITH A LOW WATER-USE, FULL HEAD-TO-HEAD COVERAGE OR 6" BELOW GROUND LEVEL DRIP IRRIGATION SYSTEM.

SOIL PREPARATION NOTES:

1. BEFORE CONSTRUCTION BEGINS, HAVE A CERTIFIED LABORATORY SOIL TEST PERFORMED THAT ANALYZES PHYSICAL, CHEMICAL, AND BIOLOGICAL PROPERTIES PER SOIL SCIENCE SOCIETY OF AMERICA'S *METHODS OF SOIL ANALYSIS*. SUBMIT THE SOIL REPORT TO THE OWNER AND LANDSCAPE ARCHITECT BEFORE IMPORTED TOPSOIL AND AMENDMENTS ARE ACQUIRED.
2. SUBMIT SAMPLES AND THE PRODUCT DATA OF EACH TYPE OF SOIL TO BE USED TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL.
3. REMOVE **12"** OF EXISTING SOIL DEPTH AND PLACE **12"** OF IMPORTED TOPSOIL. PLACE **3"** OF COMPOSTED MULCH ON TOP.
4. STOCKPILE AND PRESERVE ANY EXISTING TOPSOIL ON SITE IF DEEMED SUITABLE.
5. IMPORTED TOPSOIL SHALL HAVE A PH RANGE OF **6-7**, A MINIMUM OF **20%** ORGANIC-MATTER CONTENT, HAVE A **SANDY LOAM** STRUCTURE, BE FRIABLE, AND POSSESS THE CHEMICAL, NUTRIENT, AND BIOLOGICAL CONTENT NECESSARY FOR HEALTHY PLANT GROWTH. TOPSOIL SHALL BE FREE OF FOREIGN OR DELETERIOUS MATERIAL AND SHALL BE FREE OF WEEDS AND SEEDS.
6. REMOVE FOREIGN AND DELETERIOUS MATERIALS FROM NATIVE SOIL BEFORE AMENDING.
7. PLANTING SOIL SHALL BE PLACED IN **8"** LIFTS AND COMPACTED TO **80%** PROCTOR DENSITY AND SMOOTHED TO A LOOSE, FINE UNIFORM FINISH TO MEET FINISH GRADES.
8. DO NOT WORK SOIL OR APPLY AMENDMENTS IF CONDITIONS ARE FROZEN, MUDDY, OR EXCESSIVELY WET.
9. DO NOT MIX SOIL IN TREE PROTECTION ZONES.

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PROJECT:
FRONT STREET DEVELOPMENT
BOISE, IDAHO 83702
BOISE, IDAHO 83702

DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
C/O RAYMOND MANAGEMENT COMPANY
8333 GREENWAY BOULEVARD
MIDDLETON, WI 53562

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PROJECT: 201405.1
DRAWN BY: TS
DATE: 03.13.2018
SCALE: AS NOTED

PLANTING PLAN

Z-150

Attachment 5 Title Report

File Number: 18310645

TitleOne Corporation

TitleOne
a title & escrow co.

SCHEDULE A

1. **Effective Date: April 10, 2018 at 07:30 AM**

2. **Policy or Policies to be issued:**

   Preliminary Research Report **Report Amount: $500.00**

   For the Benefit of:
   Capital City Development Corporation
   c/o Laura Williams

3. **The estate or interest in the land described or referred to in this Report and covered herein is:**
   Fee Simple

4. **Title to the estate or interest in said land is at the effective date hereof vested in:**
   Urban Renewal Agency of Boise City, also know as Capital City Development Corporation

5. **The land referred to in this Report is described as follows:**
   See Attached Schedule C

DISCLAIMER

The information provided in this report is for informational purposes only. This report contains information about real property and interests in real property. This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder and the company is not responsible beyond the amount paid for any errors and omissions contained herein. This report in no way creates any obligation by TitleOne Corporation or its underwriters to insure any party now or in the future. Any insurance will be separate from this report and subject to usual and customary underwriting standards.

File Number: 18310645

SCHEDULE B-I
Requirements

The following are to be complied with:

1. TitleOne Corporation reserves the right to add additional requirements and/or exceptions upon receipt of the details of the forthcoming transaction.

2. The Company will require delivery of and approval by the Company of an Indemnity and Affidavit as to Debts, Liens and Possession, prior to the issuance of the policy.

3. NOTE: The only deed(s) affecting said land, which recorded within 24 months of the date of this report, or the last recorded vesting deed, is (are) as follows:

Document: Special Warranty Deed
Grantor: City of Boise City, an Idaho municipal corporation
Grantee: Urban Renewal Agency of Boise City, also know as Capital City Development Corporation
Recorded: February 28, 2007
Instrument No.: 107029271, records of Ada County, Idaho.

4. NOTE: According to the available records, the purported address of said land is:

502 W Front Street
Boise, Idaho 83702

5. NOTE: Additional Underlying Documents.

To view the ASSESSOR'S PARCEL MAP(s) click here.

To view the VESTING DEED(s) click here.

File Number: 18310645

SCHEDULE B-II
Exceptions From Coverage

Note: This is a Preliminary Research Report and not a title insurance policy. If it were a policy, it would have the following Exceptions unless they are taken care of to our satisfaction. If the Company's requirements are satisfied, Exceptions 1 through 6 would be removed on Enhanced/Extended coverage policies.

Exceptions:

1. Rights or claims of parties in possession not shown by the public records.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.

3. Easements, or claims of easements, not shown by the public records.

4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.

7. Taxes, including any assessments collected therewith, for the year 2018 which are a lien not yet due and payable.

Taxes for the year 2017 are paid in full.
Parcel Number: R1013001928
Original Amount: Exempt

NOTE: To view said Taxes click here.

8. The land described herein is located within the boundaries of Boise City (208-384-3735) and is subject to any assessments levied thereby.

9. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey No. 2552 recorded July 23, 1993 as Instrument No. 9358129, records of Ada County, Idaho.

NOTE: To view said document(s) click here.

10. Any easements of rights-of-way for public utilities, drainage or irrigation which may exist, over, under, across or upon that portion of subject property referenced herein as vacated street or alley, vacated by a Deed.
Recorded: December 15, 1994
Instrument No.: 94108900, records of Ada County, Idaho.

NOTE: To view said document(s) click here.

11. Terms and provisions contained in an Ordinance No. 6362.
Recorded: December 21, 2004
Instrument No.: 104161592, records of Ada County, Idaho.

NOTE: To view said document(s) click here.

12. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey No. 8148 recorded December 5, 2007 as Instrument No. 107161500, records of Ada County, Idaho.

NOTE: To view said document(s) click here.

13. Terms and provisions contained in a License Agreement by and between Capitol Partners, LP and Ada County Highway District.
Recorded: August 15, 2013
Instrument No.: 113093211, records of Ada County, Idaho.

NOTE: To view said document(s) click here.

(End of Exceptions)

SCHEDULE C

Legal Description:

A parcel of land, more commonly known as a portion of Front Street, located in the Southwest quarter of the Northeast quarter of Section 10, Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho, more particularly described as follows:

Beginning at an Ada County aluminum cap marking the intersection of the centerlines of West Front Street and South Fifth Street; thence along the centerline of said South Fifth Street
North 35°14'00" East, 113.81 feet to a point; thence leaving said centerline
North 54°47'35" West, 40.00 feet to an iron pin on the Northwesterly right-of-way line of said South Fifth Street, also being the Southeasterly corner of Block 24 of Boise City Original Townsite, said plat being recorded in Book 1 of Plats at Page 1, records of Ada County, Idaho, also said point being the Real Point of Beginning; thence along the Northwesterly right-of-way line of said South Fifth Street
South 35°14'00" West, 66.87 feet to an Idaho State Highway brass cap marking the intersection of the Northwesterly right-of-way of said South Fifth Street and the Northeasterly right-of-way line of said West Front Street; thence leaving the Northwesterly right-of-way line of said South Fifth Street, along the Northeasterly right-of-way line of said West Front Street and along a curve to the left having a radius of 5440.00 feet, a central angle of 3°11'18", an arc length of 302.72 feet and a chord which bears North 47°24'30" West, 302.68 feet to an Idaho State Highway brass cap marking the intersection of the Northeasterly right-of way line of said West Front Street and the Southeasterly right-of-way line of South Sixth Street; thence leaving the Northeasterly right-of-way line of said West Front Street and along the Southeasterly right-of-way line of said South Sixth Street
North 35°12'50" East, 27.97 feet to a point marking the Southwesterly corner of said Block 24, said point being witnessed by an iron pin bearing North 54°47'35" West, 1.00 foot from the true corner; thence leaving the Southeasterly right-of-way line of said South Sixth Street and along the Southwesterly boundary line of said Block 24
South 54°47'35" East, 300.20 feet to the Real Point of Beginning.

Attachment 6 Form of Deed

Recording Requested By and
When Recorded Return to:
_____

SPACE ABOVE THIS LINE FOR
RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

THE URBAN RENEWAL AGENCY OF _____, also known as _____ DEVELOPMENT CORPORATION ("**Grantor**"), for valuable consideration paid by _____, an Idaho limited liability company ("**Grantee**"), which has a current address of _____, does hereby sell, transfer and convey unto Grantee, all of that certain real property located in _____ County, Idaho, and described on Exhibit "A" attached hereto and incorporated herein ("**Property**").

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all estate, right, title and interest in and to the Property.

To have and to hold, all and singular the Property together with its appurtenances unto Grantee and Grantee's successors and assigns forever.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, subject to any and all easements, restrictions, agreements and encumbrances of record or appearing on the land as of the date of this instrument.

1. The Property is conveyed subject to:

    a. The Disposition and Development Agreement entered into by and between the Grantor and Grantee and dated _____, 20___, as implemented by any subsequent implementation agreements between Grantor and Grantee (herein collectively referred to as the "DDA") and the Redevelopment Plan (as defined in the DDA); the full

text of the Redevelopment Plan, the DDA and such implementation agreements are available for review at the offices of the Grantor and the City of Boise.

2. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that during construction and thereafter, the Grantee shall use, operate, and maintain the Property for the uses specified in the Redevelopment Plan and (unless expressly waived in writing by the Grantor) for the specific use as follows:

> The Property shall be used only for a mixed-use condominium project constructed in accordance with the Scope of Development (Attachment 3 to the DDA) until December 31, ____. The period of time from the date of issuance by the Grantor of a Certificate of Completion, pursuant to the DDA, until December 31, ____, shall be referred to hereinafter as the "Use Covenant Period."

3. Prior to commencement of construction of the improvements as required in the DDA and notwithstanding any provisions in the DDA to the contrary, the Grantee shall not enter into, create, or suffer any transfer of title, assignment, lien, or other encumbrances without the written consent of the Grantor except in furtherance and financing of the development of the Property. On or following commencement of construction of the improvements as required by the DDA, the following provisions of this paragraph shall apply.

> Prior to the recordation by the Grantor of a Certificate of Completion of construction as provided in the DDA, the Grantee shall not, except as permitted by the DDA, assign or attempt to assign or lease the whole or any part of the Property (or any portion thereof) or of the improvements to be constructed thereon without the prior written approval of the Grantor. This prohibition shall not be applicable to a transfer or transfers to any entity or entities owned or controlled by the Grantee transfer permitted by the DDA. This prohibition shall not apply to any of such Property (or any portion thereof) subsequent to the recordation of the Certificate of Completion with respect to the construction of the improvements thereon or to a sale of any such Property (or any portion thereof) at foreclosure (or to a conveyance thereof in lieu of a foreclosure) pursuant to a foreclosure thereof by a lender approved by the Grantor under the DDA. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of such property or to prohibit or restrict the leasing or selling of any part or parts thereof or of any improvements constructed thereon with respect to which a Certificate of Completion has been issued by the Grantor.

4. The Grantee covenants by and for itself, its heirs, executors, administrators, assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property; nor shall the Grantee itself, or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property.

5. No violation or breach of the covenants, conditions restrictions, provisions, or limitations contained in this Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust, or other financing or security instrument permitted by the DDA; provided, however, any successor of the Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale, or otherwise.

6. Except as otherwise provided, the covenants contained in paragraph 2 of this Deed shall remain in effect until December 31, 2024. The covenants contained in paragraphs 2, 3, 4, 5, and 6 of this Deed shall be binding for the benefit of the Grantor, its successors and assigns, and any successor in interest to the Property, or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and such aforementioned parties, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors, and such aforementioned parties. Notwithstanding the foregoing, if Grantee or any subsequent owner of any portion of the Property conveys any portion of the Property, such owner shall, upon the conveyance, be released and discharged from all of its obligations in connection with the portion of the Property conveyed by it arising under this Deed after the conveyance but shall remain liable for all obligations in connection with the portion of the Property so conveyed arising under this Deed prior to the conveyance. The new owner of any such portion of the Property shall be liable for all obligations arising under this Deed with respect to such portion of the Property after the conveyance.

7. In the event of any express conflict between this Deed and the DDA, the provisions of this Deed shall control.

8. Any amendments to the Redevelopment Plan which change the uses or development permitted on the Property as proposed in the DDA or otherwise change the restrictions or controls that apply to the Property or otherwise affect the grantee's obligations or rights with respect to the Property shall require the written consent of the Grantee. Amendments to the Redevelopment Plan applying to other property in the Project Area shall not require the consent of the Grantee.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized.

GRANTOR:

URBAN RENEWAL AGENCY

By _____
Executive Director
Date:_____

The provisions of this Deed are hereby approved and accepted:

GRANTEE:

_____, a Delaware limited liability company

By _____
Its_____
Date:_____

ACKNOWLEDGEMENTS

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known or identified to me to be the Executive Director of The Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, the entity that executed the within instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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

_____
Notary Public for Idaho
Residing at _____
My commission expires _____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, known or identified to me to be the _____, respectively, of _____, an _____ limited liability, the entity that executed the within instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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

_____
Notary Public for Idaho
Residing at _____
My commission expires _____

PROPERTY DESCRIPTION EXHIBIT "A"

[To be attached]

4819-3174-7113, v. 10

ATTACHMENT 4 – Resolution 1544 and Type 3 Participation Agreement

RESOLUTION NO. 1544

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 3 PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND FRONT STREET INVESTORS, LLC, FOR PUBLIC IMPROVEMENTS RELATED TO THE CONSTRUCTION OF THE 6TH AND FRONT HOTEL/GARAGE PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENTS AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, 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, Front Street Investors, LLC ("Developer"), owns or controls certain real property (the "Site") located in the River Myrtle-Old Boise Urban Renewal District ("River Myrtle District"), as created by the River Myrtle-Old Boise Plan.

WHEREAS, Developer intends to construct a 500+ space parking garage and 138 room hotel within the Site (the "Project"). The Project is a seven (7) story building with the first floor serving as Hotel lobby/amenities and structured parking, and floors two through seven as guestrooms and structured parking.

WHEREAS, the Agency has in place a Participation Program which includes Type 3 Transformative Assistance Program under which the Agency provides assistance towards larger transformative public or private projects;

WHEREAS, the Project fits within the definition of a Type 3 Project as defined in the Agency's Participation Program;

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 3 Participation Program Agreement with Developer whereby Developer will construct the Project and the Agency will reimburse Developer for constructing public improvements as specified in the Agreement;

WHEREAS, attached hereto as Attachment 1, and incorporated herein as if set forth in full, is the Type 3 Participation Agreement with Developer, and exhibits thereto (collectively the "Agreement");

WHEREAS, the exhibits to the Agreement (which contain cost estimates for the Public Improvements, as defined in the Agreement, and a preliminary rendering of the Project, among other exhibits) have not been finalized;

WHEREAS, because the Agreement sets a maximum reimbursement amount of $1,478,439 and the Agreement requires the reimbursable public improvements conform with the applicable streetscape standards adopted by the Agency and the City, the Agency deems it appropriate to delegate to the Executive Director of the Agency the power to approve the exhibits for the final Agreement;

WHEREAS, the Agency deems it appropriate to approve the Agreement, subject to the Executive Director's negotiation of the exhibits; 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 the Agreement;

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

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

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

Section 3: That the Chairman, Vice-Chairman, or Executive Director of the Agency are hereby authorized to finalize the exhibits to the Agreement, sign and enter into the Agreement, and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the May 14, 2018, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on May 14, 2018. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on May 14, 2018.

APPROVED:

By_____
Chairman

ATTEST:
By_____
Secretary

ATTACHMENT 1

TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

THE CAPITAL CITY DEVELOPMENT CORPORATION

AND

FRONT STREET INVESTORS, LLC

6TH AND FRONT PROJECT

TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT

THIS TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT (the "**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 Front Street Investors, LLC, an Idaho limited liability company ("**Participant**"). CCDC and Participant may be collectively referred to as the "**Parties**" and individually referred to as a "**Party**."

RECITALS

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

Participant is the owner of the real property located at 245 S 5th Street, 518 W Front Street, and 520 W Front Street Boise, ID 83702 and, pursuant to the Disposition and Development Agreement between the Parties (executed concurrently with this Agreement), will be the owner of the real property located at 502 W Front Street, Boise (collectively the "**Project Site**" or "**Site**"), which is more accurately described and depicted on attached **Exhibit A**.

Participant plans to develop and construct on the Site a mixed use project consisting of a hotel and a parking garage (the "**Project**"). CCDC is entering this Agreement in reliance on Participant's construction of the Project.

Preliminary concept plans for the Project are attached as **Exhibit B** (the "**Concept Plans**"). The Concept Plans generally depict the Project, as approved by the Boise City Design Review Committee in Matter DRH17-00530. CCDC understands the Concept Plans are conceptual only and are subject to final planning and design.

Participant intends on constructing certain Public Improvements (as further described below), described and depicted on attached **Exhibit C**.

The Project is located in the River Myrtle-Old Boise Urban Renewal District ("**River Myrtle District**"), as defined by the First Amended and Restated Urban Renewal Plan River Street/Myrtle Street Urban Renewal Project (the "**Plan**"). The Project will contribute to enhancing and revitalizing the River Myrtle District and will generate revenue allocation proceeds to CCDC for the duration of its existence (the "**Reimbursement Period**"). The Reimbursement Period shall terminate on September 30, 2025.

CCDC has determined this project to qualify for Transformative Assistance because it is activating currently underutilized parcels by creatively assembling land of less usable value into a bigger more viable building site in order to develop a hotel and structured parking garage. The parking garage has the potential to catalyze other redevelopment of nearby surface parking lots by providing additional public parking to the an area categorized as high-demand in CCDC parking studies. CCDC has chosen to provide financial assistance for the parking garage which will help the developer secure a lender. Additionally, the hotel use will activate a stark frontage along Front Street and will help serve the growing market associated with travel and the expanded convention center less than 3 blocks away.

CCDC has been asked to assist with the Project consistent with CCDC's Participation Program (the "**Participation Program**") adopted by CCDC and as subsequently amended or updated. Under the provisions of the Plan and the Participation Program, CCDC may participate in the funding of certain improvements.

CCDC and Participant have negotiated the terms and conditions of CCDC's participation in the Project.

CCDC, as set forth in this Agreement, agrees to reimburse Participant for the construction of certain streetscape improvements to the block faces in the public right of way or dedicated public easement area adjacent to the Site and construction of certain other right of way and public and utility service improvements described and depicted on **Exhibit C** (collectively referred to hereafter as the "**Public Improvements**" as further described below). CCDC shall not reimburse Participant for any improvements not located in the public right of way or a dedicated public easement area.

Participant's estimated timeline, value of the completed Project, and identification of the elements that comprise the Project (parking garage and hotel) is attached hereto as **Exhibit E**.

Concurrently with this Agreement, Agency and Participant have executed a Disposition and Development Agreement and a Parking Pass Purchase Agreement. The Parties agree these other agreements are part of the same transaction contemplated by this Agreement and that all three documents should be interpreted in a consistent manner.

AGREEMENT

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

1. Effective Date. The effective date (the "**Effective Date**") of this Agreement shall be the date when this Agreement has been signed by Participant and CCDC (last date signed).

2. Recitals, Purpose of This Agreement, and Interest. The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them and forming a portion of the consideration for the agreements contained herein. CCDC's commitment herein is designed to comply with CCDC's authority under the Act and the Plan and is intended to constitute an expenditure of CCDC funds for a public purpose and not be deemed a gift or donation of public funds.

3. Cost of Construction. The cost of the Project and the Public Improvements, defined below, shall be borne by Participant, subject to reimbursement as set forth herein.

4. Public Improvements. "**Public Improvements**" shall mean those improvements eligible and agreed to for funding by CCDC including certain streetscape improvements to the block faces in the public right of way or dedicated public easement area adjacent to the Site, construction of certain other right of way, public improvements, and construction of utility service improvements, all of which are described and depicted on **Exhibit C**. Agency has no obligation for reimbursement for any improvements that are not listed on Exhibit C. The Public Improvements are directly related to public facilities and are: (a) critical to the redevelopment of the Site; (b) are in the best public interest; (c) provide for enhanced development of the Site; and (d) provide a higher quality of development that should assist CCDC in achieving redevelopment of other properties adjacent to the Site and meeting the objectives of the Plan.

5. Construction of Public Improvements. The Public Improvements shall be constructed in accordance with the overall City infrastructure plans, policies, and design standards. Upon CCDC's reasonable prior request, CCDC shall have the right and the opportunity to review Participant's construction plans, budgets, and bids for the Public Improvements (collectively the "**Public Improvement Construction Documents**"). Participant will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Public Improvements are constructed consistent with the Public Improvement Construction Documents and are undertaken in a commercially reasonable manner. Participant shall be presumed to have utilized commercially reasonable contracting, budgeting, and bidding practices if its general contractor solicits or solicited competitive bids for the Public Improvements and such work is not performed by an affiliate or subsidiary of Participant.

6. Commencement of the Public Improvements. Participant shall commence construction on the Public Improvements on or before January 1, 2019. In the event that Participant fails to commence construction of the Public Improvements on or before January 1, 2019, CCDC may terminate this Agreement. Participant will be deemed to have commenced the construction upon Participant's receipt of a building permit from the City for the parking garage element of the Project. The commencement date may be extended for up to one hundred eighty (180) days by Participant, upon written approval from CCDC, which approval shall not be unreasonably withheld. Such dates shall also be extended for delays permitted under Section 39 herein and other matters outside the control of Participant. Participant's construction of the Public Improvements may be phased consistent with the phasing of

Participant's construction of the Project. Construction of the Public Improvements shall be completed within twenty-four (24) months of the Effective Date, subject to Section 39.

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

8. Approvals of Project and Public Improvements. Participant, at its expense, shall be responsible for obtaining necessary approvals for the Project (including the Public Improvements) from the governmental entities and other entities necessary, including to the extent necessary, but not limited to, Boise City, the Ada County Highway District (ACHD), Idaho Transportation Department (ITD), and other governmental entities having approval authority for the Project (the "**Approving Entities**").

Participant shall keep CCDC advised of the approval process of the Approving Entities and advise CCDC immediately if any action of Approving Entities shall affect the scope and purpose of the Agreement. Participant shall provide CCDC courtesy copies of any applications to Boise City for any modifications to the design of the Project, approved as DRH17-00530, and notice of any hearings on such applications before Boise City.

The Public Improvements and the Project shall be designed, constructed, and installed in compliance with the requirements of any of the Approving Entities, as applicable, and shall meet the design approved as DRH17-00530, or as approved by any subsequent applications to Boise City. Any material changes to the designs for the Public Improvements require CCDC's written approval, such approval will not be unreasonably withheld. For purposes of this Section 8, "material changes" mean a change which results in a cost increase of more than fifteen percent (15%) or a change of fifteen percent (15%) of the Public Improvement.

9. Warranty on Public Improvements. Participant warrants that the materials and workmanship employed in the construction of the Public Improvements shall be good and sound and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of the Public Improvements by CCDC, provided nothing herein shall limit the time within which CCDC may bring an action against Participant on account of Participant's failure to otherwise construct such improvements in accordance with this Agreement or the Public Improvement Construction Documents. The one-year warranty period does not constitute a limitation period with respect to the enforcement of Participant's other obligations under the Agreement.

10. Maintenance. Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Public Improvements and that no agreement has been reached with CCDC to accept any maintenance obligations for the Public Improvements. Provided however, that this Section shall not limit or modify any obligation that CCDC assumes

or may assume in the future in association with its purchase of a portion of the parking garage that is pursuant to a separate agreement.

11. Notification of Completion; Inspection. Upon completion of construction of the Public Improvements, Participant shall notify CCDC in writing and request a final construction inspection and a meeting with CCDC to determine if the Public Improvements for such Phase meet the requirements of this Agreement. Following the inspection and meeting, provided the Public Improvements for such Phase meet the requirements of this Agreement, CCDC shall provide Participant with written confirmation that the Public Improvements for such Phase have been completed in compliance with this Agreement within ten (10) days of the inspection. The confirmation shall also identify any portion of the Public Improvements for such Phase that need to be completed or corrected and establish a time frame for their completion or correction.

12. Estimated Eligible Costs for Public Improvements. Participant has estimated the cost of the Public Improvements to be One Million Four Hundred Forty One Thousand Nine Hundred Thirty Nine and no/100 Dollars ($1,478,439.00) (the "**Estimated Eligible Costs**"). Attached hereto as **Exhibit D** is a schedule of Estimated Eligible Costs.

13. Determination of CCDC Reimbursement Amount. Upon completion of the construction of the Public Improvements (as approved by the Approving Entities in compliance with Section 8 on the Site and City's acceptance of such improvements (if applicable), Participant will dedicate and grant easements, as required, for all public infrastructure and utility infrastructure constructed to: (a) City; (b) to the other Approving Entities with jurisdiction over such public improvements; or (c) the public utility provider whose utility infrastructure has been constructed.

Upon City's or other Approving Entities' acceptance of the improvements and the dedication of the utility infrastructure improvements and other public improvements as set forth above, Participant, within a reasonable time, shall submit a Cover Letter and invoice ("**Invoice**") to CCDC requesting reimbursement for the Public Improvements together with an accounting of the actual costs to construct the Public Improvements and Cost Documentation, as defined below. "Cost Documentation" shall include the following:

a. Schedule of values that includes line items the Public Improvements approved by CCDC for reimbursement so they are identifiable separate from other line items ("**Schedule of Values**") and correspond to the Estimated Eligible Costs.

b. Invoices, billings, and other proof of expenditures 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) (the "**Proof of Expenditure**"). Proof of Expenditure shall be specific to Public Improvements and, if necessary, specify quantities and unit costs of installed materials, and a percentage estimate of how much installed material was used for the Public

Improvements in comparison to the amount used for the remainder of Participant's project.

c. Explanation of any significant deviation between the Estimated Cost and the actual costs in the Cost Documentation.

CCDC shall have the right to review the Cost Documentation of Public Improvements 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 as to those Public Improvements that are the subject of such default notice, CCDC's payment obligations for Public Improvements that are the subject of such uncured default under this Agreement may be terminated in CCDC's sole discretion.

Within thirty (30) days of CCDC's receipt of the Cost Documentation, CCDC will notify Participant in writing of CCDC's determination of the actual costs to construct the Public Improvements for such Phase, CCDC shall notify Participant of the amount CCDC shall reimburse Participant for the Public Improvements for such Phase (the "**CCDC Reimbursement**"). **The CCDC Reimbursement shall be the lesser of the Actual Costs or the Estimated Eligible Costs**. **Participant acknowledges CCDC will not reimburse Participant for an amount greater than the Estimated Eligible Costs, even if the Actual Costs are greater than the Estimated Eligible Costs. Participant acknowledges CCDC will not reimburse Participant for an amount greater than the tax increment generated on the Site and received by CCDC, even if the costs are greater than the tax increment generated.**

If Participant disagrees with CCDC's calculation of the CCDC Reimbursement, Participant must respond to CCDC in writing within ten (10) days of CCDC Reimbursement 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 ten (10) days with a revised amount for the CCDC Reimbursement which will not be less than the original proposed CCDC Reimbursement or notifying Participant CCDC will not revise the initial amount calculated. At that point, the determination of the CCDC Reimbursement will be final.

14. <u>Conditions to CCDC's Payment Obligation</u>.

The following conditions must be met before CCDC has any obligation to reimburse Participant for the Public Improvements:

a. City issues a Certificate of Occupancy or Temporary Certificate of Occupancy for the Project, including the Hotel and the Garage.

b. Participant must grant City an easement providing public ingress and egress over any portion of the Site not located within a public right of way where Participant has constructed any public improvements for which it seeks reimbursement and providing the public a right to use such space as a public space. Before Agency is obligated to reimburse Participant for any eligible expenses incurred in construction, renovation or repair of any improvements not located within a public right of way, Participant must provide Agency with proof that the City has been granted an easement for the benefit of the public for and that the easement has been accepted by City.

c. For the Southeast Park Landscaping and the Northwest Park Landscaping (as identified on Exhibits C and D, Participant must provide Agency with proof that the City has been granted and an open space easement for the benefit of the public for and that the easement has been accepted by City. This easement must include provisions noting the City has no maintenance responsibilities for the Park Improvements or to maintain the easement property, requires the easement property to be open to pets, and requires Participant to install appropriate signage indicating the easement property is open and available to the public.

d. Participant must schedule an inspection with CCDC, during which CCDC will certify all public improvements have been completed within the scope of this Agreement.

e. CCDC provides written confirmation to Participant that the Public Improvements have been completed in compliance with this Agreement.

15. Deadline to Complete Project. In order to be eligible for any CCDC Reimbursement for the Public Improvements under this Agreement, Participant must complete the Project consistent with Section 6 above. Upon written notice, the Project may be extended as set forth in Section 6. If Participant does not complete the Project within the time period set forth in this Section, CCDC shall have no obligation to reimburse Participant for the costs of the Public Improvements. The Project shall be considered completed for the purposes of this Section upon Participant's receipt of a certificate of occupancy for the Project from the City.

16. The Estimated Agency Reimbursement. For purposes of this Agreement an Estimated Agency Reimbursement has been made. The Estimated Agency Reimbursement toward the is $1,478,439.00 of estimated improvements is $1,478,439.00. The Estimated

Agency Reimbursement is based on estimates of the assessed value of the Project upon completion, associated tax increment anticipated to be generated by the Project, and the Estimated Costs of the Public Improvements.

Because the assessed value of the completed Project is determined by the Ada County Assessor and levy rates are determined by independent local taxing districts, the actual tax increment generated by the completed Project may vary from the anticipated tax increment generated by the completed Project. State law changes may also affect the actual tax increment generated by the completed Project.

The Estimated Agency Reimbursement is an estimate and may not be relied upon for anything other than illustrative purposes.

17. Payment Terms. Upon determining the CCDC Reimbursement, CCDC shall execute the "Confirmation of Final Reimbursement Amount and Payment Schedule".

A copy of the Confirmation of Final Reimbursement Amount and Payment Schedule is attached hereto as **Exhibit F**.

Up to Three Hundred Thirty Thousand Dollars ($330,000.00) (the "Initial Reimbursement Payment") will be reimbursed within thirty (30) days of CCDC's execution of the Confirmation of Final Reimbursement Amount and Payment Schedule. The Initial Reimbursement Payment shall be **only** for eligible expenses related to the public improvements on Front Street between 5th and 6th Streets.

The remaining CCDC Reimbursement shall be reimbursed over a period not to exceed four (4) years. The remaining reimbursement payments will be based on tax increment the project generates above the 2017 property assessed value. The 2017 assessed value as determined by the Ada County Assessor for the parcels (R1013001916, R1013001921, R1013001926, and R1013001931) comes to $2,050,800 (TWO MILLION, FIFTY THOUSAND, EIGHT HUNDRED DOLLARS).

In general, though exceptions exist for periodic adjustments to the property tax rolls, the value of construction activity occurring during a given calendar year that is completed by December 31 of that year will be added to the property tax rolls as of January 1 of the subsequent year and assessments on this value will be collected during the following fiscal year for Ada County.[1] For example, a construction project completed in November of 2019 will add value to the property tax rolls for tax year 2020. Taxes for tax year 2020 will then be collected in December 2020 and June 2021. In general, if a project is not completed with a certificate of occupancy (a partial value but not a full value may be identified) by December 31 of any given year, the new value will not be added to the property tax rolls for following tax year but will

[1] CCDC and Ada County both operate on a fiscal year beginning on October 1 and ending September 30.

instead be deferred another year. CCDC does not consider a project for reimbursement until the entire project value has been added to the tax roll. Because reimbursement is based on the tax increment generated, the project benefits from being considered as a complete project rather than an earlier, partial value.

The maximum four-year period of collection years (the "Reimbursement Period") shall begin on September 1 of the year in which CCDC receives tax increment for the first full tax year *after* the completion of the Project. For example, if the Project is completed in November 2019, the first full tax year will begin the following January, 2020. CCDC will receive its increment payments from the Ada County Assessor in January and July ***after*** the first full tax year (January / July 2021). The first payment shall be made in the first September ***following*** the first full tax year (September 2021).

On or before September 30 each year during the Reimbursement Period, CCDC shall pay Participant eighty percent (80%) of the tax increment generated from the Site as a result of the Project that is actually received by CCDC as of September 30 of that year (the "Annual Payment"). CCDC shall make a total of no more than four (4) Annual Payments. Provided once CCDC has reimbursed Participant for the CCDC Reimbursement Amount, CCDC shall have no further payment obligations.

The formula is illustrated as such:

Subtract the Tax Year 2017 total Assessed Value from the Assessed Value upon completion as determined by the Ada County Tax Assessor. Multiply that by the levy rate and then multiply by the 0.8 the percentage of tax increment which the project is eligible to receive. This equals the first annual payment.

For illustration purposes only, the Annual Payment Schedule is estimated below. This is an estimate and is in no way guaranteed.

Estimated Payments		
1)	September 30, 2021	$453,112
2)	September 30, 2022	$453,112
3)	September 30, 2023	$453,112
4)	September 30, 2024	$119,103
	Total	**$1,478,439**

Participant represents redevelopment of the Site shall result in sufficient increases to its assessed value to allow CCDC to reimburse Participant during the Reimbursement Period. The current total assessed value of the Site, as determined by the Ada County Assessor's Office, is $2,050,800 for tax year 2017.

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be at least $49,000,000 (the "Estimated Value"). **If the CCDC**

Reimbursement is not fully reimbursed by the Initial Reimbursement Payment and the four Annual Payments (collectively the "Payments") as further limited by the termination date of the Plan, CCDC <u>will not</u> be obligated to make any additional payments.

Participant acknowledges that the sum of the Annual Payments may be less than the CCDC Reimbursement, less the Initial Reimbursement Payment if eighty percent of the tax increment generated as a result of the Project during the Reimbursement Period is less than the CCDC Reimbursement.

It is the specific intent of the Parties that the Annual Payments shall be paid from the tax increment monies, if any, which are paid to CCDC as a direct result of the Project and any future development constructed on the Site. CCDC's payment obligations hereunder shall not constitute a general obligation or debt of CCDC, the State of Idaho, or any of its political subdivisions or give rise to a charge against their general credit or taxing powers to be payable out of any funds or properties other than the eighty percent of the tax increment generated by the Project during the Reimbursement Period.

Notwithstanding the above, CCDC reserves the right, in its sole discretion, to pay off the CCDC Reimbursement at any time.

18. <u>CCDC Reimbursement Assignable</u>. CCDC shall reimburse Participant by paying the CCDC Reimbursement to Participant or to Participant's assignee. Participant shall have the absolute right to assign its right to reimbursement to its lender, its successor, or other entity designated by Participant in writing. CCDC shall cooperate as reasonably necessary to memorialize any such assignment.

19. <u>Subordination of Reimbursement Obligations</u>. The Parties agree this Agreement does not provide Participant with a security interest in any CCDC revenues for the River Myrtle District or any other urban renewal plan area, including but not limited to revenue from any "**Revenue Allocation Area**" (as defined in Title 50, Chapter 29 of the Idaho Code) or any revenue from CCDC's parking garages. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations that have committed or in the future commit available CCDC revenues, including but not limited to revenue from any Revenue Allocation Area or any revenue from CCDC's parking garages, and may be subject to consent and approval by CCDC lenders; 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 the Site to any other person or entity; and (c) shall not, without prior notice to Participant, 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 from the Site, or (iii) result in the resetting of the base value of the Site. Upon reasonable request from

the Participant, 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.

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

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

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

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

c. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of $1,000,000 per occurrence. This policy shall be endorsed to name CCDC, including its respective affiliates, directors, and employees, as additional insureds.

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

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

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

22. Use of the Site. For so long as Participant owns the Site, Participant agrees and covenants that the use and development of the Site shall comply with all other provisions and conditions of the Plan for the period of time the Plan is in force and effect, which for purposes of this Agreement is deemed through December 31, 2024.

23. Local, State and Federal Laws. Participant covenants that it will carry out the construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

24. Taxes. Participant shall pay when due all real estate and personal property taxes and assessments assessed and levied on Participant's ownership interest of the Site. This provision or covenant shall run with the land and be binding upon Participant's successors. Participant recognizes CCDC has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property and personal property taxes. Participant also recognizes the ability of CCDC to reimburse Participant for the CCDC Reimbursement is dependent on the ad valorem assessment and collection process. Participant expressly acknowledges and understands that the CCDC Reimbursement is linked to the tax increment revenue *actually* generated from the Site, and in the event insufficient taxes are received by CCDC for any reason including a reduction of the tax levy rate or assessed values less than assumed by CCDC and Participant or in the event of any tax delinquency or contest of value by any owner of parcels within the Site or by any tenant related to personal property the actual tax increment received by CCDC will be reduced, which in turn will result in lower Annual Payments by CCDC to Participant.

25. Tax Appeals/Exemptions. Participant or its successors shall not seek to have its assessed valuation reduced, contest or appeal the assessed value or seek any property tax exemption for any of the parcels within the Site, including but not limited to an exemption or reduction under Idaho Code § 63-602NN or Idaho Code Section 63-606A, for property taxes assessed for any property tax year up to and including property tax year 2024, seeking a lower tax assessment for any of the parcels within the Site without CCDC's written approval. The property tax year runs from January 1 to December 31.

26. Default. Unless a different cure period in the event of a default is provided herein, neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days (ten [10] days in the event of failure to pay money) from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said 45-day period (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default or is diligently proceeding with rectification of those particulars. In the event of a default, the nondefaulting Party may do the following:

a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.

b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.

c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.

d. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.

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

funds Participant received. Notwithstanding the foregoing, however, Participant shall have no obligation to reimburse CCDC for any portion of CCDC Reimbursement and CCDC shall not withhold CCDC Reimbursement that: (a) relates to a Phase of the Public Improvements that has been accepted; (b) has previously been or is currently subject to CCDC Reimbursement; and (c) is not subject to a default notice.

27. Dispute Resolution. In the event that a dispute arises between CCDC and Participant regarding application or interpretation of any provision of this Agreement or a Party's performance of any obligations under this Agreement, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho, unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within forty-five (45) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

28. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

29. 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.

30. 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.

31. Assignment. Subject to Participant's right to assign the right to the CCDC Reimbursement under this Agreement, Participant's rights and obligations under this Agreement are not assignable. Provided Participant may assign Participant's rights or obligations under this Agreement to a third party only with the written approval of CCDC, which approval shall not be unreasonably withheld.

32. Notice. All notices required pursuant to this Agreement shall be given in writing and shall be deemed properly served or delivered: (a) if delivered in person, or by electronic mail transmission with confirmation of receipt; (b) upon deposit for overnight delivery with any reputable overnight courier service, delivery confirmation requested; or (c) upon deposit with

the U.S. Postal Service registered or certified mail and addressed to the Parties at the addresses set forth below or such other addresses specified hereafter:

(a)	If to Agency:	Capital City Development Corporation Attn: John Brunelle 121 North 9th Street, Suite 501 Boise, Idaho 83702
	With a copy to:	Elam & Burke, P.A. Attn: Ryan P. Armbruster P.O. Box 1539 Boise, Idaho 83701-1539
(b)	If to Participant:	Front Street Investors, LLC Attn: Clay Carley 106 N. 6th Street, #M2 Boise, Idaho 83702
With a copy to:		Hawley Troxell Ennis & Hawley, LP Attn: Justin T. Cranney 877 Main Street, Suite 1000 P.O. Box 1617 Boise, Idaho 83701-1617

The party 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.

33. Conflicts of Interest. No member, official, or employee of CCDC shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested.

Participant warrants that except for its consulting professions advising it in conjunction with this Agreement, it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

34. Non-Liability of CCDC Officials and Employees. No member, official, or employee of CCDC shall be personally liable to Participant in the event of any default or breach by CCDC or for any amount which may become due to Participant or on any obligations under the terms of this Agreement.

35. Successors and Assigns. This Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

36. 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.

37. 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.

38. 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.

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

40. Inspection of Books and Records. CCDC has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Participant pertaining to the Public Improvements.

No inspection by CCDC shall, however, cause any document, information, or record of Participant to become a public record subject to public disclosure pursuant to Title 74, Chapter

1 of the Idaho Code, unless such document, information, or record is actually delivered to CCDC by Participant.

Except as set forth in this Agreement or other agreement executed by the Parties, recorded by the Parties, or made part of the records of CCDC, the Parties acknowledge that Participant's documents, records, plans, and information in any form related to the Project shall be confidential unless and until such documents are provided to CCDC, and then CCDC shall take such action as is permissible under Title 74, Chapter 1 of the Idaho Code to protect the confidentiality of documents provided by Participant that have been clearly marked as confidential with reference to the applicable section of Idaho Code under which the documents are deemed not subject to public disclosure.

41. Promotion of Project. Participant agrees CCDC may promote the Public Improvements and CCDC's involvement with the Public Improvements. Such promotion includes reasonable signage at the Site notifying the public of CCDC's involvement with the Public Improvements which signage shall not interfere with the construction or operation of the Public Improvements or the Site and shall be approved by Participant, in its reasonable discretion.

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

Exhibit A – Legal Description
Exhibit B – Project Concept Plan
Exhibit C – Public Improvements Plan
Exhibit D – Public Improvements Cost Estimate
Exhibit E – Project Timeline and Estimated Value
Exhibit F – Confirmation of Reimbursement (Draft)

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective as indicated above.

{Signatures on the following page}

_____ Capital City Development Corporation ("CCDC")
(Date)

By _____
John Brunelle, Executive Director

Front Street Investors, LLC ("Developer")
an Idaho limited liability company

_____ By _____
(Date) Clay Carley, Manager

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land, more commonly known as a portion of Front Street, located in the Southwest quarter of the Northeast quarter of Section 10, Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho, more particularly described as follows:

Beginning at an Ada County aluminum cap marking the intersection of the centerlines of West Front Street and South Fifth Street; thence along the centerline of said South Fifth Street
North 35°14'00" East, 113.81 feet to a point; thence leaving said centerline
North 54°47'35" West, 40.00 feet to an iron pin on the Northwesterly right-of-way line of said South Fifth Street, also being the Southeasterly corner of Block 24 of Boise City Original Townsite, said plat being recorded in Book 1 of Plats at Page 1, records of Ada County, Idaho, also said point being the Real Point of Beginning; thence along the Northwesterly right-of-way line of said South Fifth Street
South 35°14'00" West, 66.87 feet to an Idaho State Highway brass cap marking the intersection of the Northwesterly right-of-way of said South Fifth Street and the Northeasterly right-of-way line of said West Front Street; thence leaving the Northwesterly right-of-way line of said South Fifth Street, along the Northeasterly right-of-way line of said West Front Street and along a curve to the left having a radius of 5440.00 feet, a central angle of 3°11'18", an arc length of 302.72 feet and a chord which bears North 47°24'30" West, 302.68 feet to an Idaho State Highway brass cap marking the intersection of the Northeasterly right-of way line of said West Front Street and the Southeasterly right-of-way line of South Sixth Street; thence leaving the Northeasterly right-of-way line of said West Front Street and along the Southeasterly right-of-way line of said South Sixth Street
North 35°12'50" East, 27.97 feet to a point marking the Southwesterly corner of said Block 24, said point being witnessed by an iron pin bearing North 54°47'35" West, 1.00 foot from the true corner; thence leaving the Southeasterly right-of-way line of said South Sixth Street and along the Southwesterly boundary line of said Block 24
South 54°47'35" East, 300.20 feet to the Real Point of Beginning.

EXHIBIT B
PROJECT CONCEPT PLAN

FRONT STREET DEVELOPMENT
HOME2 SUITES - BOISE

502-598 W. FRONT STREET
BOISE, IDAHO

** DESIGN REVIEW **

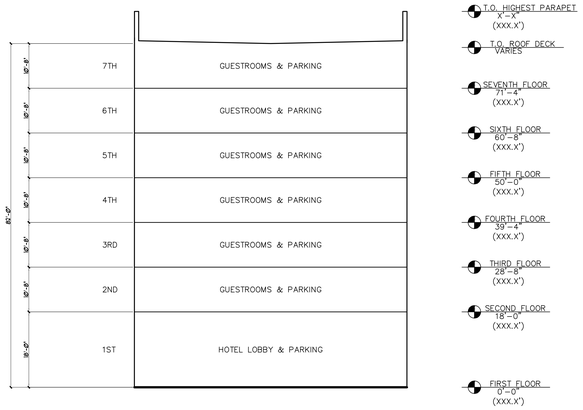
MARCH 13, 2018

GBA PROJECT NO. 201405.1

HILTON PROJECT NO. XXXX



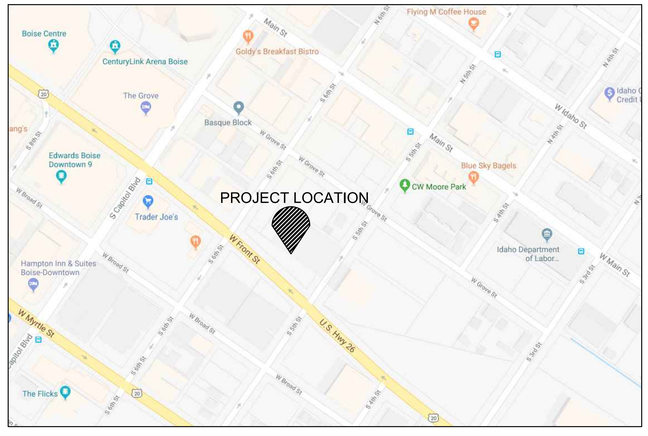
PROJECT HEIGHT SUMMARY:



PROJECT AREA SUMMARY:

FLOOR:	TOTAL GROSS AREA PER FLOOR (w/o exterior space) SQUARE FOOTAGE:
7th Floor – Guestrooms & Parking	XX,XXX S.F.
6th Floor – Guestrooms & Parking	XX,XXX S.F.
5th Floor – Guestrooms & Parking	XX,XXX S.F.
4th Floor – Guestrooms & Parking	XX,XXX S.F.
3rd Floor – Guestrooms & Parking	XX,XXX S.F.
2nd Floor – Guestrooms & Parking	XX,XXX S.F.
1st Floor – Hotel & Parking	XX,XXX S.F.
TOTAL:	XXX,XXX S.F.

PROJECT LOCATION MAP:



Hotel Developer/Owner/Mgmt. Co.

Boise Downtown Lodging Associates, LLC
c/o Raymond Management Company
8333 Greenway Boulevard, Suite 200
Middleton, Wisconsin 53562
Contact: Dave Emerich, Director of Development
Email: emerich@raymondteam.com
Phone: (608) 662-8336 Mobile: (608) 628-3467

Garage Developer/Owner/Mgmt. Co.

Capitol Partners LP
106 North 6th, Suite M-2
Boise, Idaho 83702
Contact: Clay Carley, Owner
Email: claycarley@oldboise.com
Phone: (208) 345-7852 Mobile: (208) 573-2036

General Contractor

Engineered Structures, Inc. – (ESI)
3330 E. Louise Drive, Suite 300
Meridian, Idaho 83642
Contact: Joe Jackson, Vice President
Email: joejackson@esiconstruction.com
Phone: (208) 362-3040 Mobile: (208) 860-0597
Fax: (208) 362-3113

Architect-of-Record & Interior Designer

GBA
7780 Elmwood Avenue, Suite 204
Middleton, Wisconsin 53562
Contact: Jeff Brenkus, President
Email: jeff.brenkus@garybrink.com
Phone: (608) 829-1750 Mobile: (608) 695-3674

Lead Garage Architect:

Pivot North Architecture
1101 West Grove Street
Boise, ID 83702
Contact: Gary Sorensen
Email: gary@pivotnorthdesign.com
Phone: (208) 690-3108

Structural Engineer

KPFF Consulting Engineers
412 E. Parkcenter Blvd., Suite 200
Boise, Idaho 83706
Contact: Judsen Williams
Contact: Jeff Diephuis
Email: judsen.williams@kpff.com Phone: (310) 892-7292
Email: jeff.diephuis@kpff.com Phone: (503) 227-3251

Civil Engineer

The Land Group
462 E. Shore Drive, Suite 100
Eagle, Idaho 83616
Contact: Jason Densmer, Principal
Email: jason@thelandgroupinc.com
Phone: (208) 939-4041 Mobile: (208) 570-3663

HVAC Engineer

Excel Engineering Inc.
100 Camelot Drive
Fond Du Lac, WI 54935
Contact: Randy Lietz
Email: randy.l@excelengineer.com
Phone: (920) 926-9800

Plumbing Engineer

Excel Engineering Inc.
100 Camelot Drive
Fond Du Lac, WI 54935
Contact: Jay Oestreich
Email: jay.o@excelengineer.com
Phone: (920) 926-9800

Electrical Engineer

Excel Engineering Inc.
100 Camelot Drive
Fond Du Lac, WI 54935
Contact: Adam Gronert
Email: adam.g@excelengineer.com
Phone: (920) 926-9800

Fire Protection Engineer

Excel Engineering Inc.
100 Camelot Drive
Fond Du Lac, WI 54935
Contact: Jay Oestreich
Email: jay.o@excelengineer.com
Phone: (920) 926-9800

Pocket Park Design Consultant

GGLO Design
1301 First Avenue, Suite 301
Seattle, Washington 98101
Contact: Christine Harrington, Senior Associate
Email: charrington@gglo.com
Phone: (206) 902-5444 Mobile: (206) 375-3053

GBA
architecture | design
7780 ELMWOOD AVE. STE. 204
MIDDLETON, WI 53562
608-829-1750
608-829-3056 (FAX)

PROJECT:
FRONT STREET DEVELOPMENT
502-598 W. FRONT STREET
BOISE, IDAHO 83702

DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
C/O RAYMOND MANAGEMENT COMPANY
8333 GREENWAY BLVD
MIDDLETON, WI 53562

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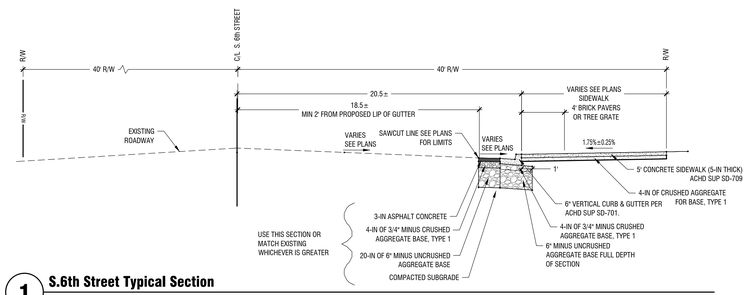
PROJECT: 201405.1
DRAWN BY:
DATE:
SCALE: AS NOTED
DESIGN REVIEW 03/13/2018

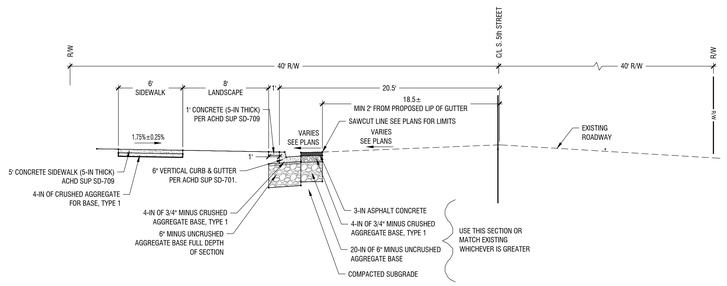
TITLE SHEET

T-1



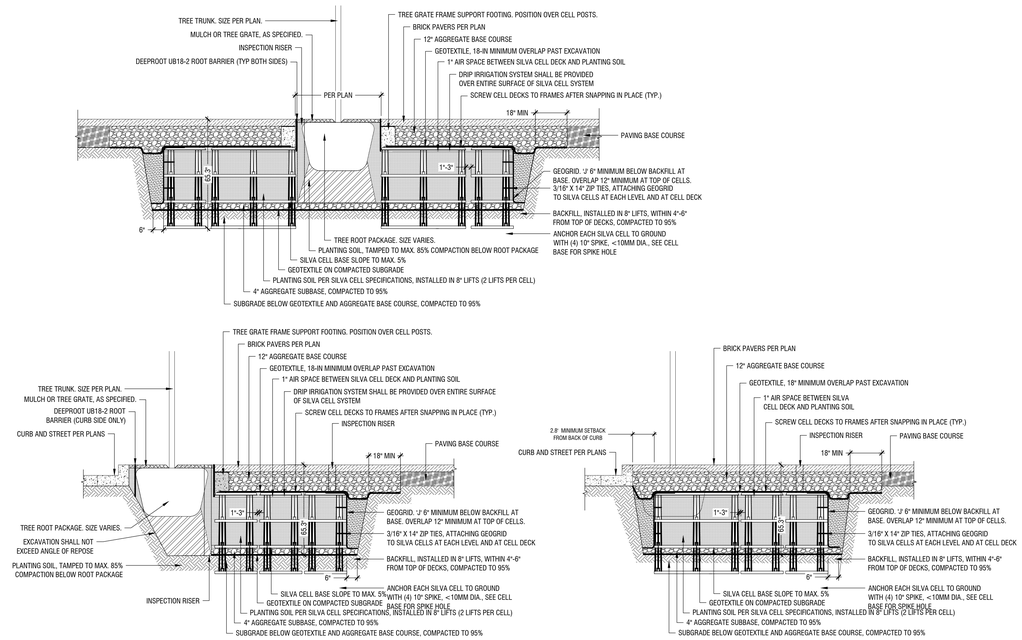
1 S.6th Street Typical Section

Scale: NTS



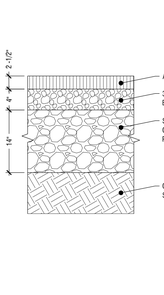
2 S. 5th Street Typical Section

Scale: NTS



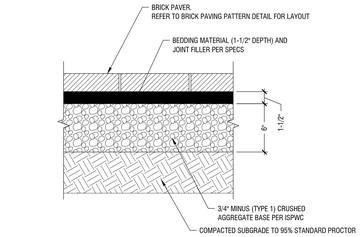
3 Silva Cell Sections & Details

Scale: NTS



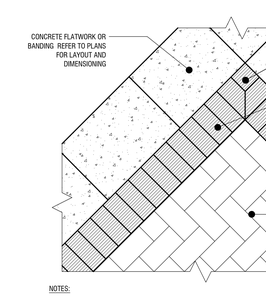
4 Alley Asphalt Section

Scale: NTS



5 Sidewalk Dry Laid Brick Paving

Scale: NTS

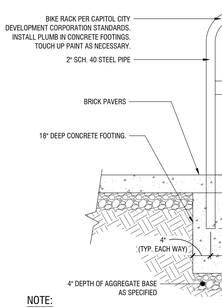


NOTES:

1. THIS DETAIL IS A GENERAL PAVER ORIENTATION DETAIL ONLY. REFER TO PLANS FOR ADDITIONAL PAVER AND LAYOUT INFORMATION.

6 Brick Paver Pattern

Scale: NTS



NOTE:

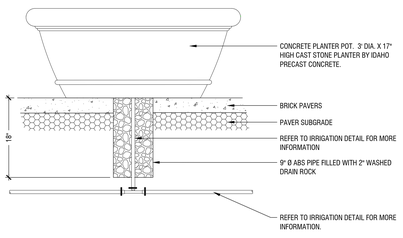
1. INSTALL BIKE RACKS 36" APART FROM ONE ANOTHER.

7 Bike Rack

Scale: 1" = 1'

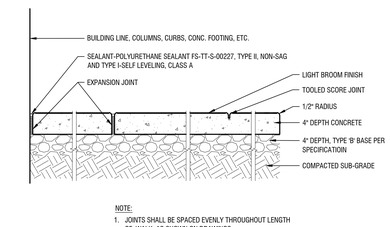
8 Not Used

Scale: NTS



9 Planter Pot Drain

Scale: NTS

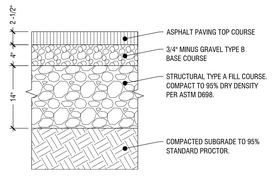


NOTE:

1. JOINTS SHALL BE SPACED EVENLY THROUGHOUT LENGTH OF WALK, AS SHOWN ON DRAWINGS.

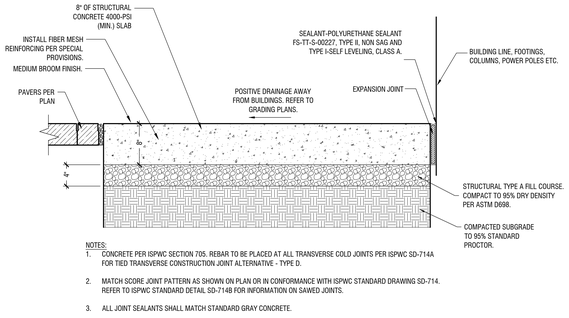
10 Standard Concrete Flatwork

Scale: NTS



11 Alley Asphalt Section Repair

Scale: NTS

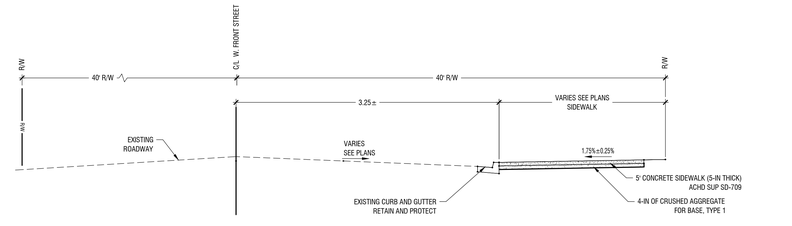


NOTES:

1. CONCRETE PER ISPWC SECTION 705. REBAR TO BE PLACED AT ALL TRANSVERSE COLD JOINTS PER ISPWC SD-714A FOR TIED TRANSVERSE CONSTRUCTION JOINT ALTERNATIVE - TYPE D.
2. MATCH SCORE JOINT PATTERN AS SHOWN ON PLAN OR IN CONFORMANCE WITH ISPWC STANDARD DRAWING SD-714. REFER TO ISPWC STANDARD DETAIL SD-714B FOR INFORMATION ON SAWED JOINTS.
3. ALL JOINT SEALANTS SHALL MATCH STANDARD GRAY CONCRETE.

12 Concrete Paving

Scale: NTS



13 W. Front Street Typical Section

Scale: NTS

GBA architecture | design
7780 ELMWOOD AVE. STE. 204
MIDDLETON, WI 53562
608-829-1750
608-829-3056 (FAX)

THE LAND GROUP
462 East Shore Drive, Suite 100
Eagle, Idaho 83616
Phone (208) 939-4041
www.thelandgroupinc.com

PROJECT:
FRONT STREET DEVELOPMENT
ESQUIRE BLOCK 67
BOISE, IDAHO 83702

DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
C/O RAYMOND MANAGEMENT COMPANY
6333 GREENWAY BOULEVARD
MIDDLETON, WI 53562

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PROJECT: 201405.1
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DATE:
SCALE: AS NOTED

General Details

C1.04

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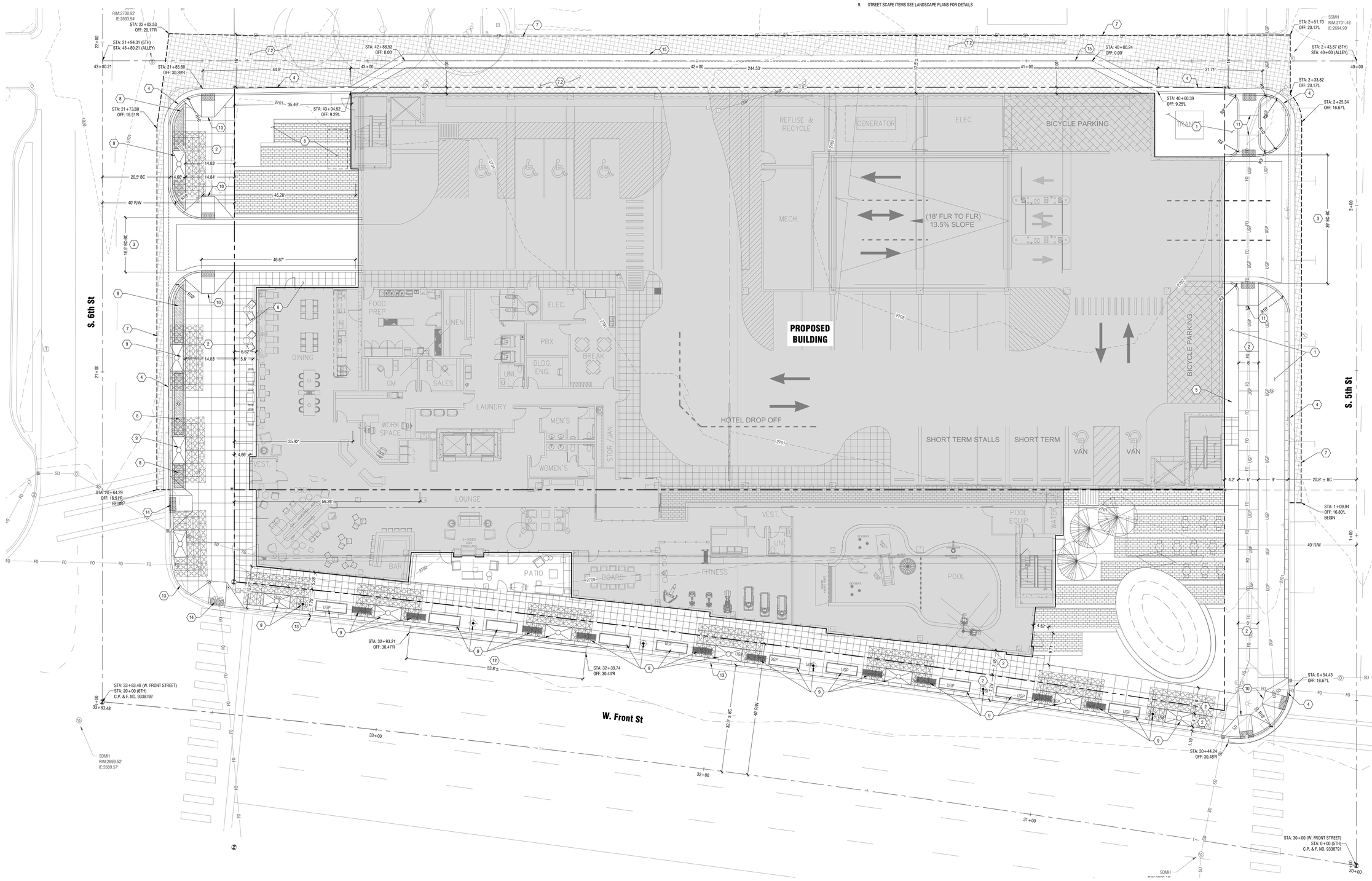
Plotted: 8/5/2016 4:17:07 PM
Last Saved: Tuesday, March 15, 2016 at 08:16 AM

Keynotes:

1. LANDSCAPE AREA SEE LANDSCAPE SHEET L1.00 FOR MORE INFORMATION.
2. CONSTRUCT CONCRETE SIDEWALK PER ACHD SUP SD-709.
3. CONSTRUCT DRIVEWAY APPROACH PER ACHD SUP SD-710C.
4. CONSTRUCT 6" VERTICAL CURB & GUTTER PER ACHD SUP SD-701. MATCH EXISTING FLOWLINE.
5. CONSTRUCT STANDARD CONCRETE FLATWORK PER DETAIL 3/C1.10
6. CONSTRUCT ASPHALT PATH TO EXISTING SIDEWALK.
7. SAWCUT EXISTING PAVEMENT TO PROVIDE A NEAT VERTICAL JOINT. REFER TO ISPWC SD-301 AND ACHD SUP SD-303 AND SD-806 FOR ALL ASPHALT REPAIRS. ALL REMOVED ASPHALT SHALL BE DISPOSED OF OFF-SITE. ALL PAVEMENT MATCHES CONSTRUCT ALL PAVEMENT MATCHES (INCLUDING DRIVEWAY APPROACHES AND UTILITY CUT STREET REPAIRS) WITHIN ACHD RIGHT-OF-WAY TO MATCH THE EXISTING STREET PAVEMENT SECTION OR TO USE THE FOLLOWING:
   - 7.1. PRINCIPAL ARTERIAL ROADWAYS SHALL BE SP-3, 0.5 INCH (1/2") MIX, PG 64-28. FIVE INCHES (5") THICK, AS A MINIMUM WITH 4" OF 3/4" BASE AND 20" OF 6" MINUS PIT RUN.
   - 7.2. COLLECTOR, LOCAL COMMERCIAL, AND LOCAL INDUSTRIAL ROADWAYS SHALL BE SP-3, 0.50 INCH (1/2") MIX, PG-64-28 THREE INCHES (3") THICK, AS A MINIMUM WITH 4" OF 3/4" BASE AND 20" OF 6" MINUS PIT RUN.
   - 7.3. USE WHICHEVER PAVEMENT SECTION IS GREATER. ASPHALT PAVEMENT REPAIR SHALL CONFORM TO ACHD POLICY AND ISPWC STANDARDS FOR STREET REPAIRS PER SD-303.
8. BRICK PAVERS SEE LANDSCAPE PLANS FOR MATERIAL AND COLOR.
9. STREET SCAPE ITEMS SEE LANDSCAPE PLANS FOR DETAILS
10. CONSTRUCT TYPE "A" PEDESTRIAN RAMP PER ISPWC SD-712A WITH TRUNCATED DOMES PER ISPWC-SD-712. DOMES SHALL BE FABRICATED INSERTS COLORED TRAFFIC YELLOW AND SET INTO THE CONCRETE. ADHESIVE MATS ARE NOT ALLOWED.
11. CONSTRUCT TYPE "C1" PEDESTRIAN RAMP PER ISPWC SD-712D WITH TRUNCATED DOMES PER ISPWC-SD-712. DOMES SHALL BE FABRICATED INSERTS COLORED TRAFFIC YELLOW AND SET INTO THE CONCRETE. ADHESIVE MATS ARE NOT ALLOWED.
12. REMOVE EXISTING DRIVEWAY ACCESS RETAIN AND PROTECT ASPHALT. MATCH EXISTING ASPHALT SURFACE AND FLOW LINE
13. RETAIN AND PROTECT EXISTING CURB AND GUTTER
14. RE-CONSTRUCT TYPE "A" PEDESTRIAN RAMP PER ISPWC SD-712A WITH TRUNCATED DOMES PER ISPWC-SD-712. DOMES SHALL BE FABRICATED INSERTS COLORED TRAFFIC YELLOW AND SET INTO THE CONCRETE. ADHESIVE MATS ARE NOT ALLOWED. REMOVE CURB AND GUTTER AS NECESSARY
15. CONSTRUCT 4-FT VALLEY GUTTER PER ISPWC SD-708, EXCEPT THE DEPRESSION SHALL BE 0.06'

Sheet Notes:

1. LONGITUDINAL SLOPE OF ALL SIDEWALKS SHALL NOT EXCEED 5.00%. CROSS SLOPES OF ALL SIDEWALKS SHALL NOT EXCEED 2.00%. SLOPES WITHIN PEDESTRIAN RAMPS SHALL NOT EXCEED 1:12 SLOPE IN ANY DIRECTION. THERE ARE NO TOLERANCES ALLOWED ABOVE THE MAXIMUM SLOPES.



Site Plan

HORIZONTAL SCALE: 1" = 10'

0 10' 20'

GBA
architecture | design
7780 ELMWOOD AVE. STE. 204
MIDDLETON, WI 53562
608-829-1750
608-829-3056 (FAX)

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Eagle, Idaho 83616
Phone (208) 939-4041

www.thelandgroupinc.com

PROJECT:
FRONT STREET DEVELOPMENT
CORNER OF 6TH & FRONT STREET
BOISE, IDAHO 83702

DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
C/O RAYMOND MANAGEMENT COMPANY
6333 GREENWAY BOULEVARD
MIDDLETON, WI 53562

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DATE:
SCALE: AS NOTED

Site Layout
Site Plan

C2.00

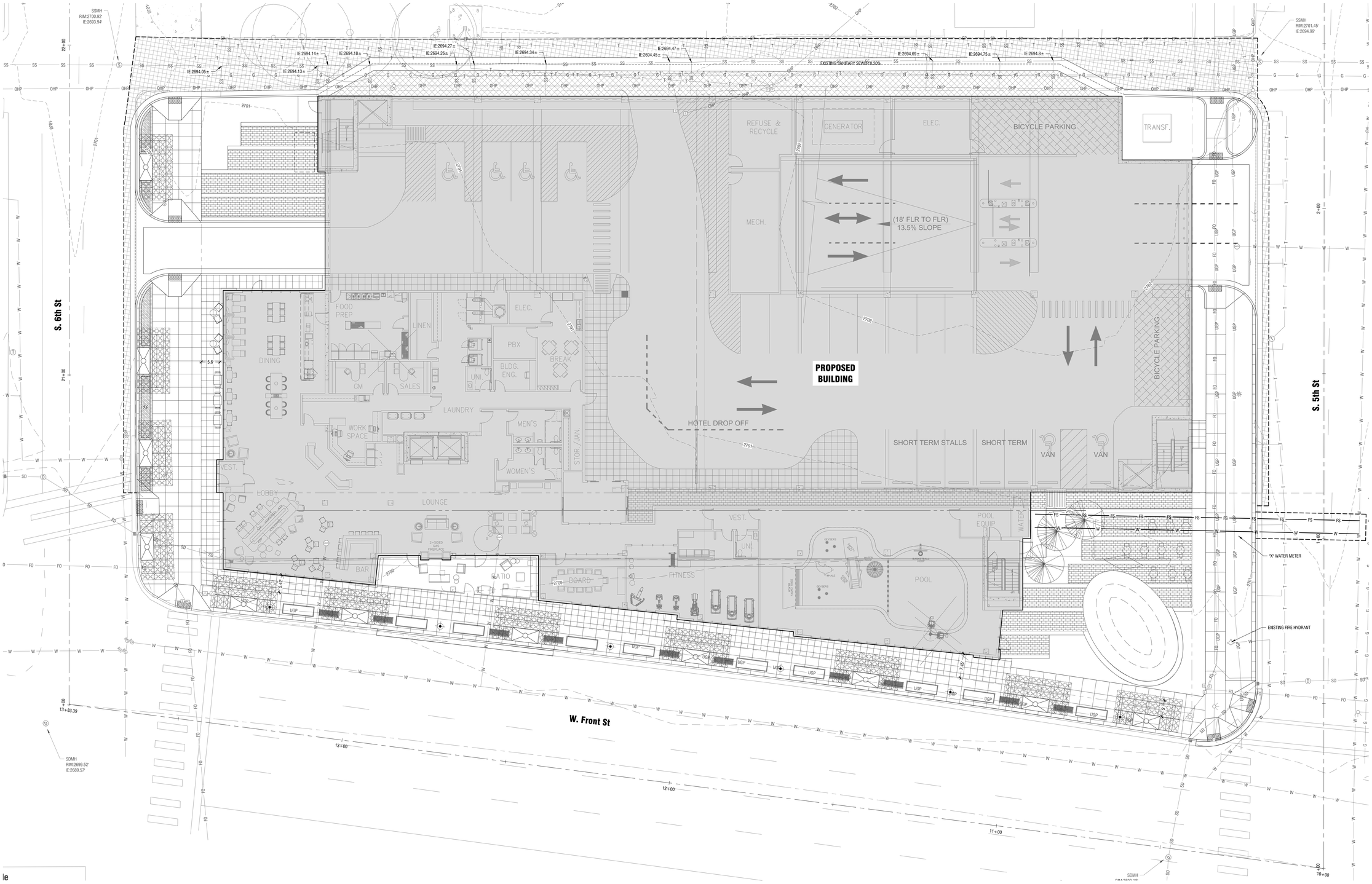
File Name: Z:\2014\201405\Layout\201405-SITE-PLAN.dwg
Plotted: Tuesday, March 13 2018 at 08:00 AM
Last Saved: Tuesday, March 13 2018 at 08:00 AM

Key Notes:

1. CONSTRUCT TYPE "D" SANITARY SEWER SERVICE PER ISPWC SD-511. COORDINATE WITH BOISE CITY PUBLIC WORKS TO OBTAIN TAP PERMIT AND SCHEDULE INSPECTION.
2. COORDINATE WITH MECHANICAL PLAN FOR CONTINUATION WITHIN STRUCTURE.
3. COORDINATE WITH INTERMOUNTAIN GAS COMPANY TO INSTALL GAS SERVICE.
4. STORM DRAIN VAULT. COORDINATE WITH STRUCTURAL PLANS. CONTRACTOR SHALL CONFIRM WITH GEOTECHNICAL ENGINEER THAT BOTTOM OF FOOTING AT VAULT PENETRATES FREE-DRAINING NATIVE SAND & GRAVELS UNDERLYING THE SITE. BACKFILL INTERIOR OF VAULT WITH 18-IN OF ASTM C-33 FILTER SAND; BOTTOM ELEVATION OF SAND SHALL BE THE BOTTOM OF STRUCTURAL FOOTING.
5. COORDINATE WITH SUEZ WATER TO FOR ALL INSTALLATION OF ALL NEW WATER SERVICES AND REMOVAL OF EXISTING SERVICES.

Sheet Notes:

1. CONTRACTOR SHALL COMPLY WITH ALL NOTES ON SHEET C1.01.
2. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL COMPLY WITH IDAHO CODE, CHAPTER 22, TITLE 55 REGARDING UNDERGROUND FACILITIES DAMAGE PREVENTION. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED AS A RESULT OF FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES OR DIG-LINE (342-1585) FOR EXACT LOCATIONS A MINIMUM OF 48-HOURS PRIOR TO DIGGING.
3. ALL UTILITY, IRRIGATION, DRAINAGE, SEWER AND STREET LIGHT EASEMENTS SHOWN HEREON SHALL REMAIN IN PLACE.
4. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND EVIDENCE. THE SURVEYOR MAKES NO GUARANTEES AS TO THE ACTUAL LOCATION OF THE UNDERGROUND UTILITIES.
5. RETAIN AND PROTECT ALL EXISTING UNDERGROUND UTILITIES, EXCEPT AS NEEDED TO REMOVE EXISTING BUILDINGS. COORDINATE UTILITY DISCONNECTION WITH EACH UTILITY PROVIDER.
6. ALL PIPE INSTALLATION AND TRENCHING SHALL CONFORM TO THE LATEST EDITION OF THE ISPWC DIVISION 300 AND SD-301. BEDDING AND BACKFILL SHALL BE CONSTRUCTED PER SECTIONS 305 AND 306 OF THE ISPWC.



Utility Plan

HORIZONTAL SCALE: 1" = 10'

GBA architecture | design
7780 ELMWOOD AVE. STE. 204
MIDDLETON, WI 53562
608-829-1750
608-829-3056 (FAX)

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Phone (208) 939-4041
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BOISE, IDAHO 83702

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PROJECT: 201405.1
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DATE:
SCALE: AS NOTED

Utility Plan
Utility Plan

C4.00

Sheet Notes:

A. FIRE ACCESS POSSIBLE THROUGH ADJACENT STREETS AND ALLEYS.
B. NO HILLSIDE DEVELOPMENTS PROPOSED.
C. INSTALL SUSPENDED PAVING SYSTEM (BELOW PAVERS). TYPE: SILVA CELL BY DEEP ROOT GREEN INFRASTRUCTURE, LLC. HEIGHT: THREE (3) CELL TALL SYSTEM.
D. EXISTING FIRE HYDRANTS ON 5TH & FRONT AND 6TH & FRONT SHALL REMAIN IN PLACE.
E. TRASH STORAGE LOCATED IN BUILDING STRUCTURE.

Landscape Notes:

A. CONTRACTOR SHALL REPORT TO LANDSCAPE ARCHITECT ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK, PRIOR TO BEGINNING WORK.
B. FINISH GRADES TO BE SMOOTH AND EVEN GRADIENTS WITH POSITIVE DRAINAGE IN ACCORDANCE WITH SITE GRADING PLAN. FINISH GRADE RELATED TO ADJACENT SITE ELEMENTS SHALL BE:
B.A. 1-INCH BELOW TOP OF ADJACENT PAVEMENT, VALVE BOX, VAULT, ETC.
B.B. 3-INCHES BELOW TOP OF CURB UNLESS NOTED OTHERWISE.
C. ALL PLANTING BEDS SHALL HAVE A MINIMUM OF 24" OF TOPSOIL. SOD AREAS A MINIMUM OF 12" OF TOPSOIL. SPREAD, COMPACT AND FINE GRADE TOPSOIL TO A SMOOTH AND UNIFORM GRADE.
D. PROVIDE NEW TOPSOIL THAT IS FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, STONES LARGER THAN 2 INCHES IN ANY DIMENSION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.
E. OBTAIN TOPSOIL FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY, WELL-DRAINED SITES WHERE TOPSOIL OCCURS IN A DEPTH OF NOT LESS THAN 4 INCHES.
F. ALL LANDSCAPE AREAS SHALL BE WEED FREE AT THE TIME OF LANDSCAPE INSTALLATION. REMOVE ALL ROOTS, WEEDS, ROCKS AND FOREIGN MATERIAL ON THE SURFACE.
G. NEW TREE PLANTING, SEE DETAIL 3/L1.01. CONTRACTOR SHALL STAKE ALL TREES DEEMED NECESSARY, I.E...FROM BEING BLOWN OVER, PLANTED WITH LOOSE ROOT BALL, ETC. CONTRACTOR'S OPTION.
H. NEW SHRUB PLANTING, SEE DETAIL 4/L1.01.
I. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN. PLANTS WILL BE REJECTED IF NOT IN A SOUND AND HEALTHY CONDITION.
J. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF SUBSTANTIAL COMPLETION. REPLACE ALL PLANT MATERIAL FOUND DEAD OR NOT IN A HEALTHY CONDITION IMMEDIATELY WITH THE SAME SIZE AND SPECIES AT NO COST TO THE OWNER.
K. TREE PIT BACKFILL PLANTING MIX: BLEND TOPSOIL AND SOIL AMENDMENTS AND FERTILIZER FOR TREE PIT BACKFILL AT THE FOLLOWING RATES. BLEND AMENDMENTS THOROUGHLY WITH SOIL BACKFILL. TREE PITS SHALL BE PER DETAIL 3/L1.01.
K.A. APPLICATION RATES:
K.A.A. HUMIC ACID: 25 LBS PER TREE PIT
K.A.B. COMMERCIAL GRADE COMPOST - 10 CUBIC FEET PER TREE PIT
K.A.C. PLANTING TABLET FERTILIZER - 4 TABLETS PER TREE PIT
K.A.D. CALCIFIED DIATOMACEOUS EARTH - 75 LBS PER TREE PIT
L. SHRUB PIT BACKFILL PLANTING MIX: BLEND TOPSOIL AND SOIL AMENDMENTS AND FERTILIZER FOR SHRUB PIT BACKFILL AT THE FOLLOWING RATES. BLEND AMENDMENTS WITH THOROUGHLY WITH SOIL BACKFILL. SHRUB PITS SHALL BE PER DETAIL 4/L1.01.
L.A. APPLICATION RATES:
L.A.A. HUMIC ACID: 2 LBS PER SHRUB PIT
L.A.B. COMMERCIAL GRADE COMPOST - 2 CUBIC FEET PER SHRUB PIT
L.A.C. PLANTING TABLET FERTILIZER - 2 TABLETS PER SHRUB PIT
L.A.D. CALCIFIED DIATOMACEOUS EARTH - 15 LBS PER SHRUB PIT
M. IMMEDIATELY CLEAN UP ANY TOPSOIL OR OTHER DEBRIS ON THE SITE CREATED FROM LANDSCAPE OPERATIONS AND DISPOSE OF PROPERLY OFF SITE.
N. IN THE EVENT OF A DISCREPANCY NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.

Landscape Irrigation Notes:

A. ALL LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC UNDERGROUND SPRINKLER SYSTEM WHICH INSURES COMPLETE COVERAGE AND IS PROPERLY ZONED FOR REQUIRED WATER USES. EACH HYDROZONE IS TO BE IRRIGATED WITH SEPARATE INDIVIDUAL STATIONS.
B. PLANTER BEDS AND LAWN AREAS ARE TO HAVE SEPARATE HYDROZONES.
C. POP-UP SPRINKLER HEADS SHALL HAVE A MINIMUM RISER HEIGHT OF 4" AT LAWN AREAS AND 18" AT PLANTER BEDS.
D. PLANTER BEDS ARE TO HAVE DRIP IRRIGATION SYSTEMS OR POP-UP SPRAY SYSTEMS. ANNUALS, PERENNIALS GROUND COVERS OR SHRUB MASSINGS SHALL HAVE A POP-UP SPRAY SYSTEM.
E. INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDROZONES.
F. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% COVERAGE WITH HEAD TO HEAD SPACING OR TRIANGULAR SPACING AS APPROPRIATE.
G. SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES SUCH AS SIDEWALKS, DRIVEWAYS, AND PARKING AREAS.

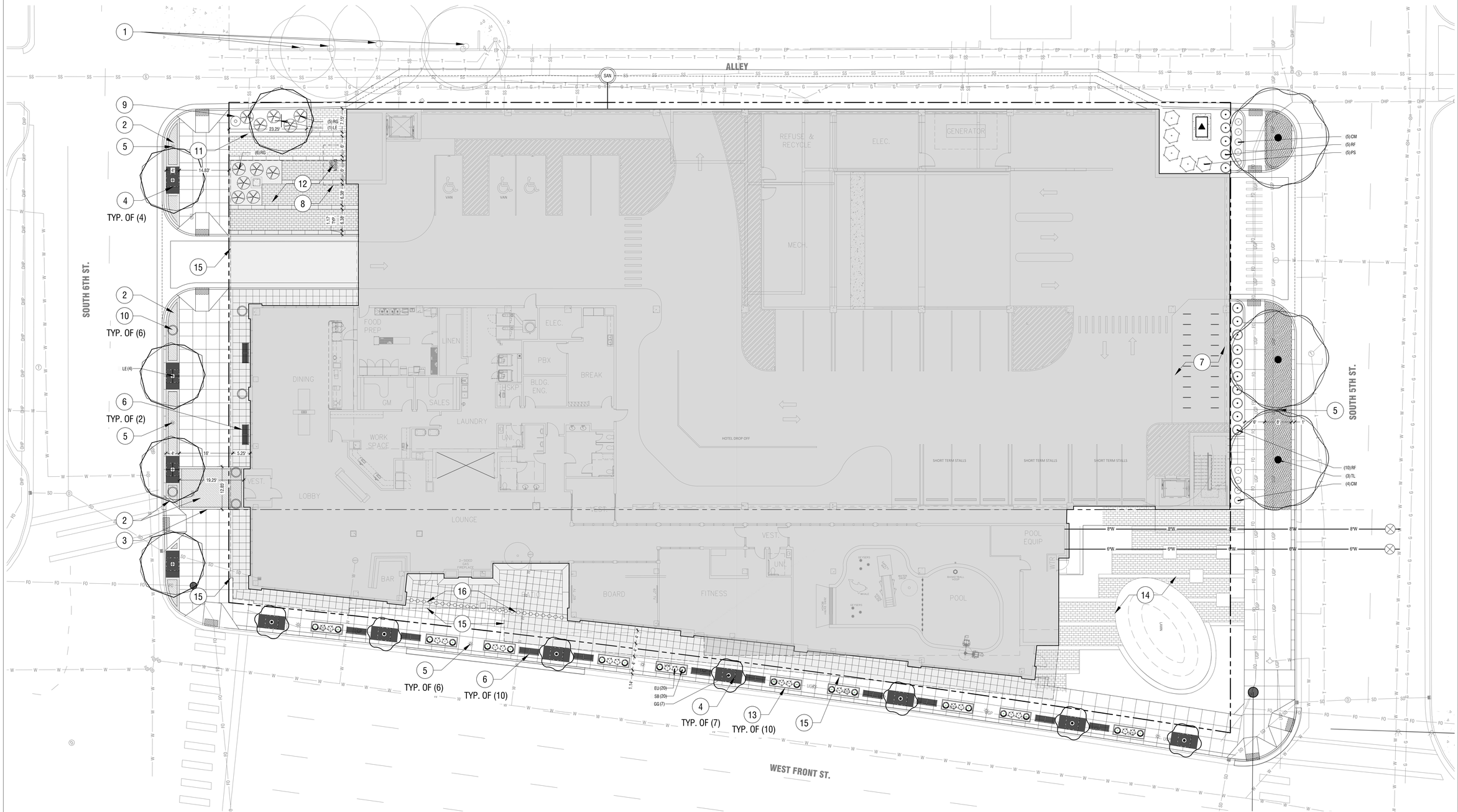
Keynotes:

(#) CALLOUT NUMBERS COORDINATED TO NUMBERED NOTES BELOW.

1. EXISTING TREE ON ADJACENT PARCEL. COORDINATE REMOVAL AND REPLACEMENT WITH ADJACENT PROPERTY OWNER PRIOR TO STARTING CONSTRUCTION.
2. ENDICOTT RED BRICK PAVER, DRY LAID, COLOR TO BE NO. 46 MEDIUM IRONSPOT BLEND. SEE DETAIL 5 & 6/L1.01.
3. ENDICOTT DARK BRICK PAVER SOLDIER COURSE AT HOTEL ENTRY. DRY LAID, COLOR TO BE MANGANESE IRONSPOT. SEE DETAIL 5 & 6/L1.01.
4. SILVA CELLS AND CITY OF BOISE STANDARD TREE GRATE, SIZE: 4' X 8;' TYPE: "KIVA" CAST IRON WITH NATURAL RAW FINISH BY URBAN ACCESSORIES. ADA COMPLIANT. SEE DETAILS 1 - 3/L1.01
5. CITY OF BOISE STANDARD HISTORIC STREET LIGHT, PER CITY OF BOISE PUBLIC WORKS AND CAPITAL CITY DEVELOPMENT CORP. SEE DETAIL 9/L1.01.
6. CITY OF BOISE STANDARD BENCH, TYPE: "MODEL C-10" BY VICTOR STANLEY, INC. 4-FT LENGTH. SEE DETAIL 10/L1.01.
7. BIKE RACK CORRAL. QUANTITY: (20) BIKE RACKS. SEE DETAIL 8/L1.01
8. BOISE GREEN BIKE CORRAL. ALTERNATIVELY, CITY OF BOISE STANDARD BIKE RACKS, TYPE: "SINGLE BEND" BY W.W. FABRICATION AND WELDING INC. COLOR TO BE RAL 6009.
9. FLAGPOLE, SEE ARCHITECTURAL.
10. CITY OF BOISE STANDARD MOVABLE PLANTER. LANDSCAPE IN PLANTER SHALL BE ANNUAL/PERENNIAL FLOWERS PER DOWNTOWN BOISE ASSOCIATION (DBA). SEE DETAIL 11/L1.01.
11. BOARD FORM CONCRETE SEAT WALL. SEE DETAIL 12/L1.01.
12. SAND SET PLANK PAVERS WITH CONCRETE BANDING. SEE DETAIL 7/L1.01.
13. BOARD FORM CONCRETE PLANTER. SEE DETAIL 13/L1.01.
14. NOT A PART. POCKET PARK BY GSLO.
15. BUILDING OVERHANG.
16. 3' WROUGHT IRON FENCE, TYPICAL.

PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONTAINER	CALIPER
GG	GINKGO BILOBA `GOLDEN COLONNADE` / GOLDEN COLONNADE GINKGO	B & B	2"
LE	LIRIODENDRON TULIPIFERA `EMERALD CITY` TM / EMERALD CITY TULIP TREE	B & B	2"
TL	TILIA AMERICANA `LEGEND` / AMERICAN LEGEND	B & B	2"
SHRUBS	BOTANICAL NAME / COMMON NAME	CONTAINER	MATURITY (H X W)
CM	COREOPSIS VERTICILLATA `MOONBEAM / MOONBEAM THICKLEAF TICKSEED	1 GAL	
EU	EUONYMUS JAPONICUS `GREENSPIRE` / GREENSPIRE UPRIGHT EUONYMUS	3 GAL	
PS	PHYSOCARPUS OPULIFOLIUS `SEWARD` / SEWARD NINEBARK	5 GAL	
RF	RHAMNUS FRANGULA `FINE LINE` / FINE LINE BUCHTHORN	5 GAL	
RG	RHUS AROMATICA `GRO-LOW` / GRO-LOW FRAGRANT SUMAC	3 GAL	
SB	SCHIZACHYRIUM SCOPARIUM `THE BLUES` / THE BLUES LITTLE BLUESTEM	2 GAL	
GROUND COVERS	BOTANICAL NAME / COMMON NAME	CONT	
	TURF SOD BLUEGRASS / KENTUCKY BLUEGRASS	SOD	



Site & Landscape Plan

HORIZONTAL SCALE: 1" = 10'

0 10' 20'

GBA
architecture | design
7780 ELMWOOD AVE. STE. 204
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Phone (208) 939-4041
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STATE OF IDAHO — ROBERT SHAFER — LA-18795 — REGISTERED LANDSCAPE ARCHITECT — 03/13/2018

PROJECT:
FRONT STREET DEVELOPMENT
ADDRESS:
405 W. FRONT STREET
BOISE, IDAHO 83702
DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
C/O RAYMOND MANAGEMENT COMPANY
6233 GREENWAY BOULEVARD
KANSAS CITY, KS 66202

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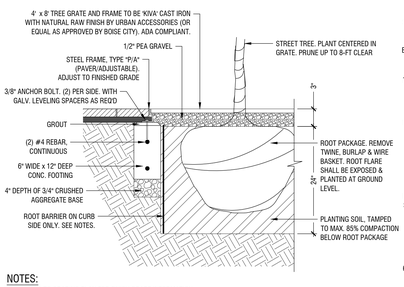
PROJECT: 201405.1
DRAWN BY: TLG
DATE: 03-13-2018
SCALE: AS NOTED
03-13-18 DR SUBMITTAL

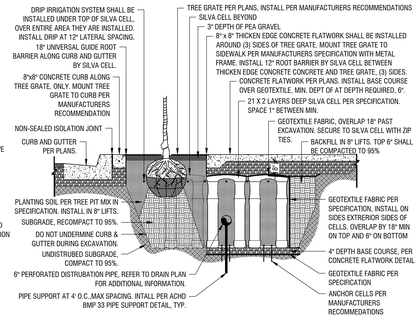
Site & Landscape Plan

L1.00



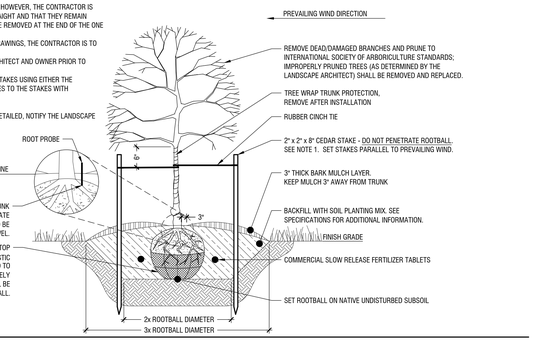
NOTES:
1. REFER TO GRADING PLAN FOR FINISH GRADE INFORMATION.
2. INSTALL DEEPROOT UB18-2 ROOT BARRIER (OR APPROVED EQUAL) ON SIDE ADJACENT TO CURB. EXTEND TO 24-IN BELOW SUBGRADE.

1 Tree Well
Scale: 1" = 1'

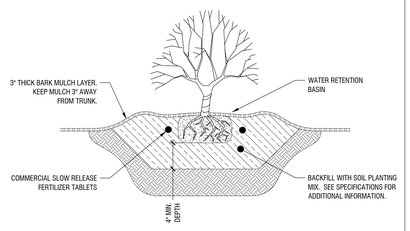


2 Silva Cell □Transverse Section at Tree Location
Scale: 3/8" = 1'

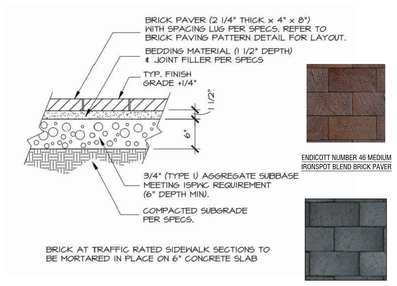
NOTES:
1. THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR A MINIMUM OF 1 YEAR. ALL STAKING SHALL BE REMOVED AT THE END OF THE ONE YEAR WARRANTY PERIOD.
2. IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
3. LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
4. WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPPAGE.
5. WATER TREE TWICE WITHIN THE FIRST 24 HOURS.
6. IN THE EVENT HARDPAN SOILS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.



3 Deciduous Tree Planting
Scale: NTS



4 Shrub Planting
Scale: NTS

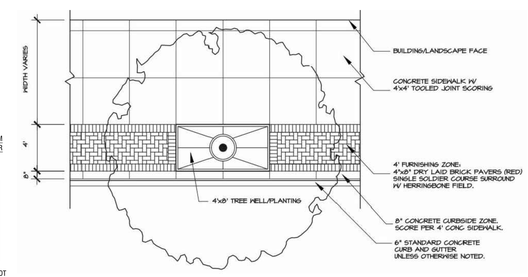


ENDICOTT NUMBER 46 MEDIUM IRONSPOT BLEND BRICK PAVER

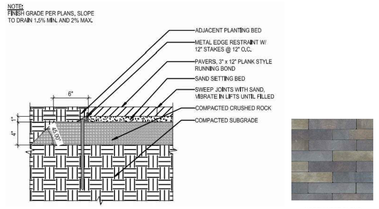
ENDICOTT MANGANESE IRONSPOT BRICK PAVER

NOTES:
1. REFER TO PLAN FOR PAVER COLOR LOCATIONS.
2. MATCH CITY OF BOISE STANDARD IN STYLE AND COLOR.

5 Dry Laid Brick Paving Detail
Scale: NTS



6 Boise CCDC Urban Brick Concrete Paving Detail
Scale: NTS



NORTHWEST BLEND PLANK PAVER

NOTES:
1. PAVERS TO MATCH THOSE PROPOSED IN ADJACENT POCKET PARK ON 5th & FRONT STREETS.
2. PLANK PAVER BY MUTUAL MATERIALS, COLOR: NORTHWEST BLEND.
3. RUNNING BOND PATTERN.

7 Sand Set Plank Pavers
Scale: NTS



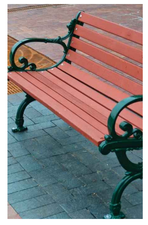
NOTES:
1. "BOLA" BIKE RACK BY LANDSCAPE FORMS IN POWDER COAT SILVER COLOR.
2. EMBEDDED IN CONCRETE.
3. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.

8 Bike Rack Detail
Scale: NTS



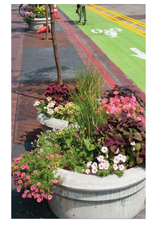
NOTES:
1. MATCH CITY OF BOISE STANDARD HISTORIC STREETLIGHT IN STYLE AND COLOR.

9 Historic Street Light Detail
Scale: NTS



NOTES:
1. "MODEL C-10" 4 FOOT LENGTH BENCH BY VICTOR STANLEY. CAST IRON COLOR RAL 6009 WITH RECYCLED SLATS, COLOR: WALNUT.
2. SURFACE MOUNT PER MANUFACTURER'S SPECIFICATIONS.
3. MATCH CITY OF BOISE STANDARD IN STYLE AND COLOR.

10 4□Bench Detail
Scale: NTS



NOTES:
1. STANDARD 3' ROUND X 17" HEIGHT CAST STONE PLANTER BY IDAHO PRECAST CONCRETE.
2. MATCH CITY OF BOISE STANDARD IN STYLE AND COLOR.

11 Movable Planter Detail
Scale: NTS



12 Board Form Concrete Seat Wall
Scale: NTS



13 Board Form Concrete Planter
Scale: NTS

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STATE OF IDAHO — ROBERT SCOTT SHAFER — LA-18795 — LANDSCAPE ARCHITECT
03/13/2018

PROJECT:
FRONT STREET DEVELOPMENT
250 W. FRONT STREET
BOISE, IDAHO 83702
DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
C/O RAYMOND MANAGEMENT COMPANY
8333 GREENWAY BOULEVARD
MIDDLETON, WI 53562

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PROJECT:	201405.1
DRAWN BY:	TLG
DATE:	03-13-2018
SCALE:	AS NOTED

03-13-18 DR S□BMITTAL

Landscape Details

L1.01

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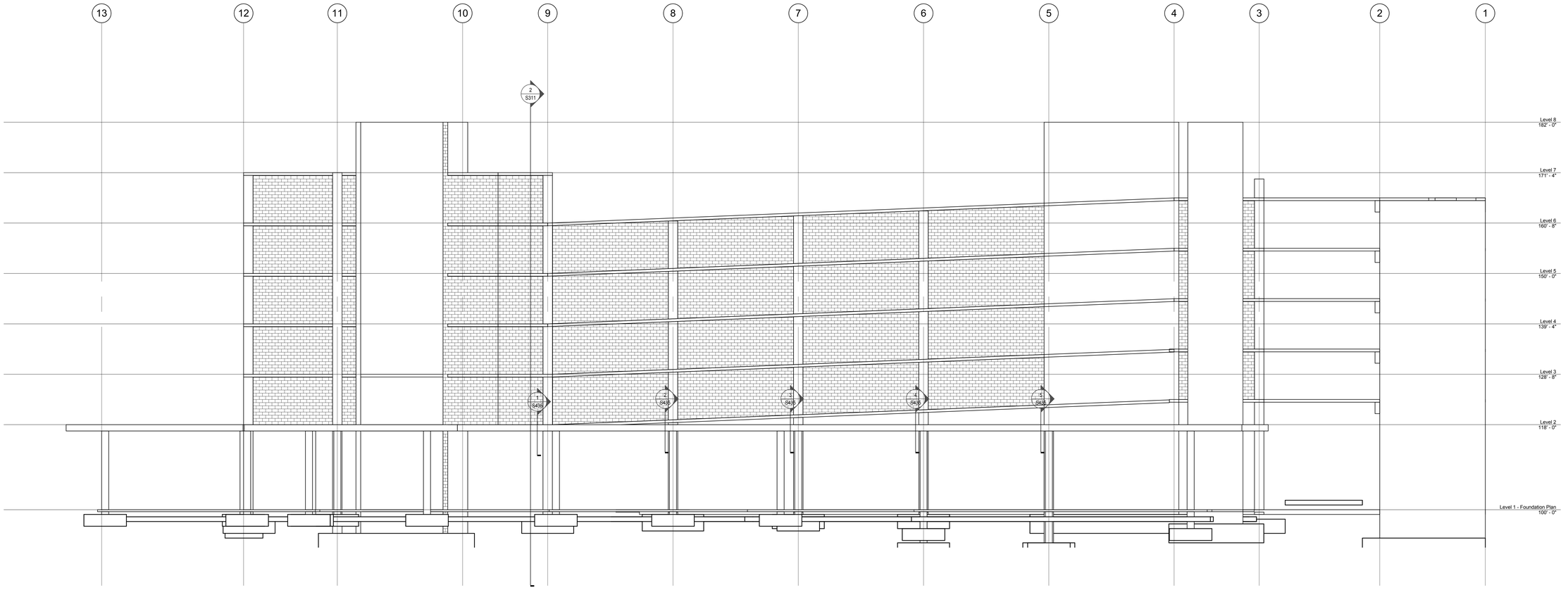
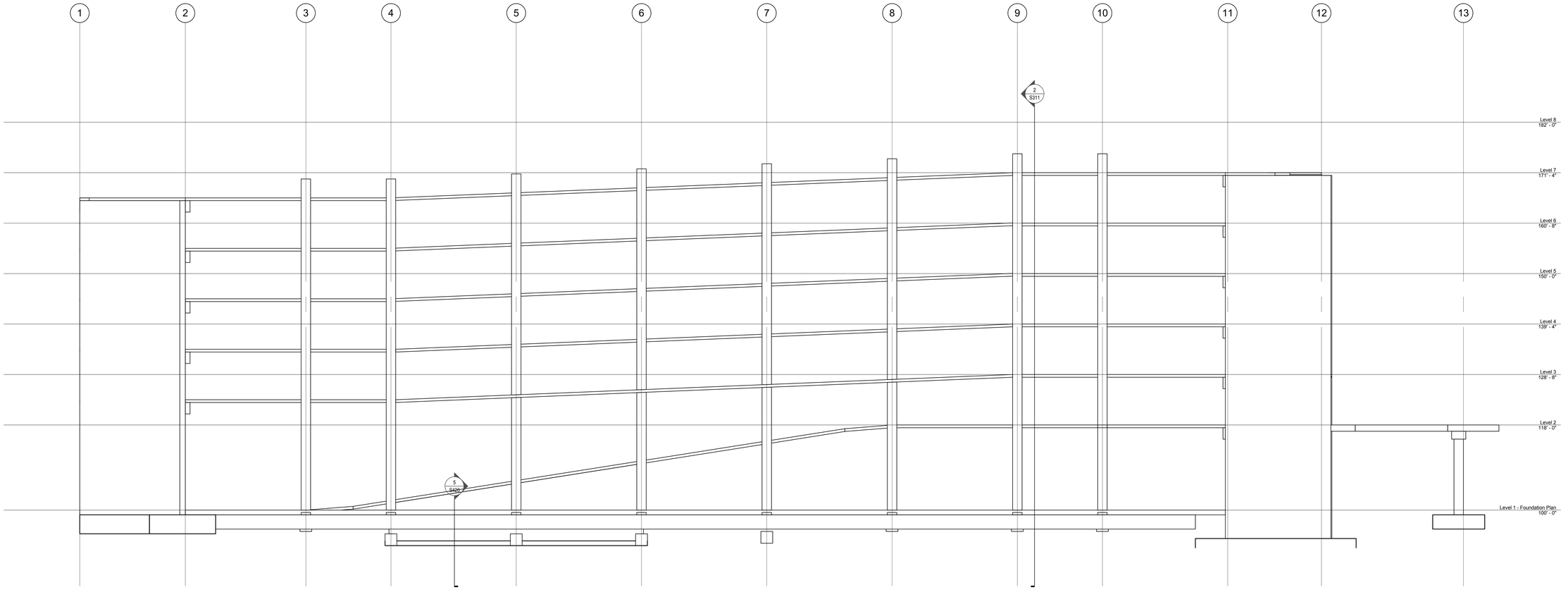
Last Plotted: Tuesday, March 13, 2018 at 9:10 AM



2 SOUTH BUILDING ELEVATION
1/8" = 1'-0"



1 NORTH BUILDING ELEVATION
1/8" = 1'-0"

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Boise, ID 83706
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www.kpff.com

PROJECT:
FRONT STREET DEVELOPMENT
502-598 W. FRONT STREET
BOISE, IDAHO 83702
DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
C/O RAYMOND MANAGEMENT COMPANY
8201 GREENWAY BOULEVARD
MIDDLETON, WI 53562

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PROJECT:	1600186
DRAWN BY:	Author
DATE:	06/27/17
SCALE:	1/8" = 1'-0"

BUILDING ELEVATIONS

S301

3/2/2018 8:38 PM
jdrew
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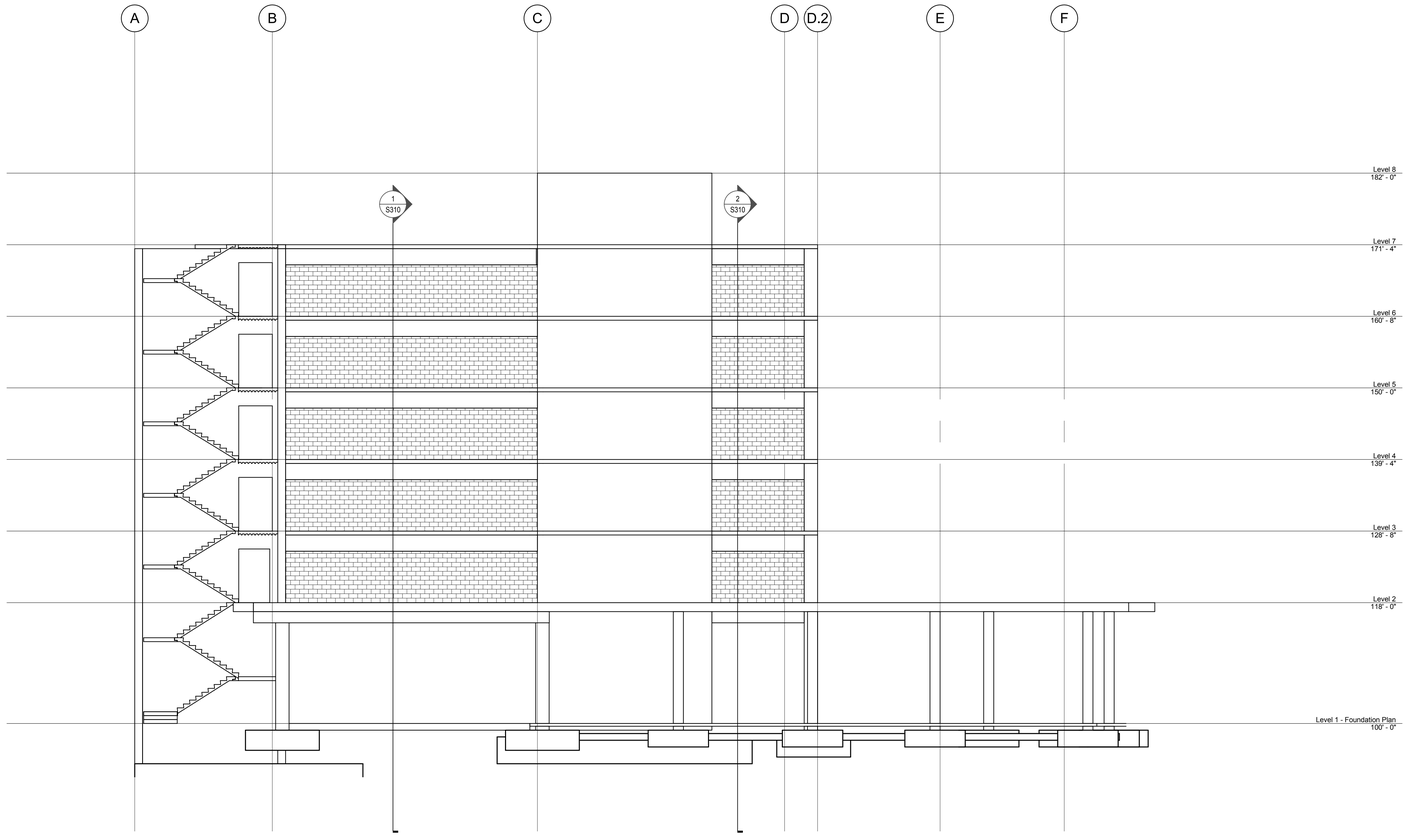
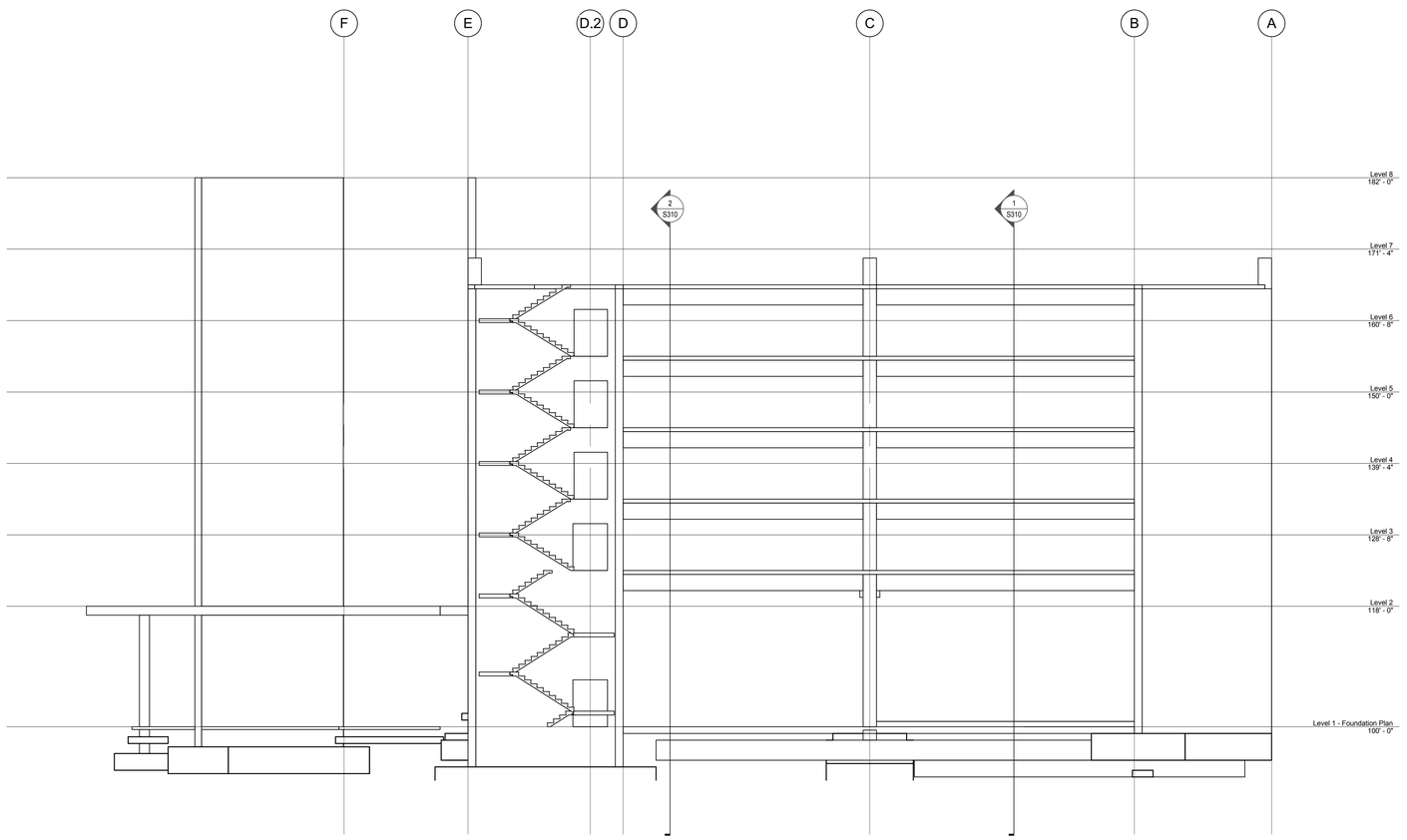


2 WEST BUILDING ELEVATION
1/8" = 1'-0"



1 EAST BUILDING ELEVATION
1/8" = 1'-0"

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PROJECT:
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502-598 W. FRONT STREET
BOISE, IDAHO 83702
DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
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MIDDLETON, WI 53562

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PROJECT:	1600186
DRAWN BY:	Author
DATE:	03/06/18
SCALE:	1/8" = 1'-0"

BUILDING ELEVATIONS
S302

GRAPHIC	EXTERIOR FINISH KEY
	M-1 METAL FINISH 1
	B-1 BRICK FINISH 1
	C-1 CONCRETE FINISH 1
	E-1 EIFS FINISH 1
	ST-1 STONE FINISH 1
	CPU CPU FINISH 1
	W-1 WOOD PANEL FINISH 1

XX BUILDING SECTION - KEY NOTES

1. UTILITY SIZED FACE BRICK (1/3 RUNNING BOND)
2. ARCHITECTURAL STONE VENEER.
3. ALUMINUM COMPOSITE PANEL.
4. EXTRUDED ALUMINUM SIDING PANEL.
5. EXTRUDED ALUMINUM SOFFIT PANEL.
6. EXTERIOR INSULATION FINISH SYSTEM (EIFS)
7. BACK-LIT LAMINATED GLASS "BEACON"
8. CAST STONE SILL.
9. ALUMINUM STOREFRONT.
10. ALUMINUM WINDOW.
11. VTAC UNIT AND EXTERIOR LOUVER.
12. PRE-FINISHED METAL COPING.
13. INTERNALLY ILLUMINATED HOTEL SIGN.
14. VISION GLASS.
15. PRE-FINISHED ALUMINUM COMPOSITE PANEL FASCIA.
16. FDC
17. SEE-THROUGH FIREPLACE.
18. V-GROOVE JOINT, REFER TO DETAIL X/XXX.
19. EXTERIOR LIGHTING.
20. VTAC ACCESS PANEL.
21. PRE-FINISHED METAL GRAVEL STOP.
22. HOLLOW METAL DOOR AND FRAME.
23. PRE-FINISHED METAL RAIN GUTTER.

GENERAL NOTES:

1. REFER TO EXTERIOR ELEVATIONS SHEETS A6.01 AND A6.02 FOR ADDITIONAL DETAIL CALLOUTS NOT IDENTIFIED HEREIN.
2. REFER TO WALL SECTIONS SHEETS A7.1 THOUGH A7.11 FOR ADDITIONAL INFORMATION AND DETAILS NOT SPECIFICALLY IDENTIFIED

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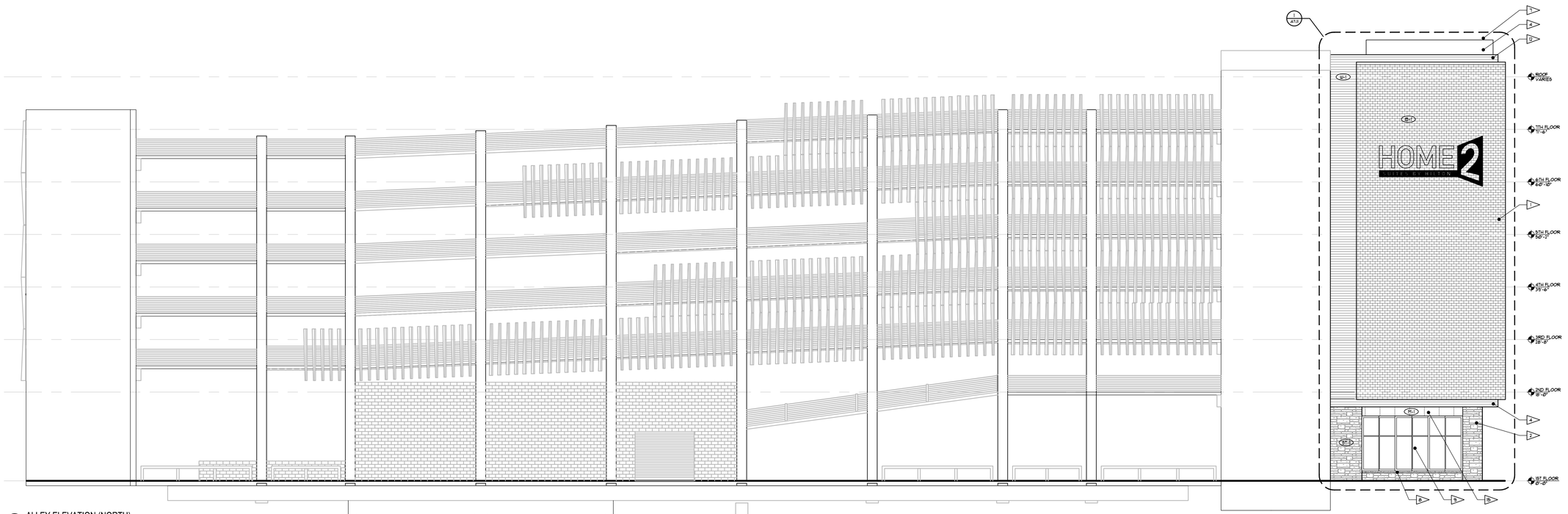
2 FRONT ST. ELEVATION (SOUTH)
SCALE: 1/8" = 1'-0"



1 ALLEY ELEVATION (NORTH)
SCALE: 1/8" = 1'-0"

PROJECT:
FRONT STREET DEVELOPMENT
CORNER OF 5TH STREET
BOISE, IDAHO 83702

DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
C/O RAYMOND MANAGEMENT COMPANY
8383 GREENWAY BOULEVARD
MIDDLETON, WI 53562

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PROJECT: 201405.1
DRAWN BY:
DATE:
SCALE: AS NOTED
DESIGN REVIEW 03/13/2018

BUILDING ELEVATIONS
A6.01

GRAPHIC	EXTERIOR FINISH KEY
	M-1 METAL FINISH 1
	B-1 BRICK FINISH 1
	C-1 CONCRETE FINISH 1
	E-1 EIFS FINISH 1
	ST-1 STONE FINISH 1
	CMU-1 CMU FINISH 1
	W-1 WOOD PANEL FINISH 1

XX BUILDING SECTION - KEY NOTES

1. UTILITY SIZED FACE BRICK (1/3 RUNNING BOND)
2. ARCHITECTURAL STONE VENEER.
3. ALUMINUM COMPOSITE PANEL.
4. EXTRUDED ALUMINUM SIDING PANEL.
5. EXTRUDED ALUMINUM SOFFIT PANEL.
6. EXTERIOR INSULATION FINISH SYSTEM (EIFS)
7. BACK-LIT LAMINATED GLASS "BEACON"
8. CAST STONE SILL.
9. ALUMINUM STOREFRONT.
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11. VTAC UNIT AND EXTERIOR LOUVER.
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13. INTERNALLY ILLUMINATED HOTEL SIGN.
14. VISION GLASS.
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21. PRE-FINISHED METAL GRAVEL STOP.
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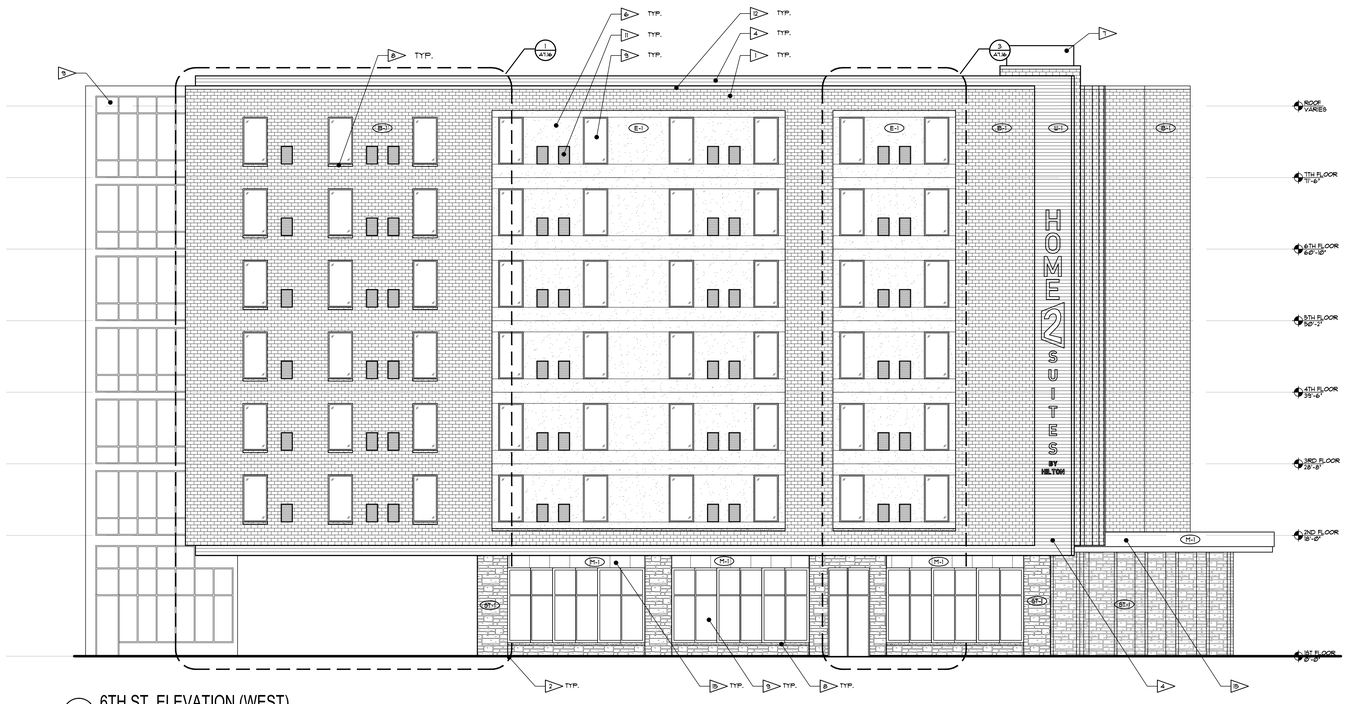
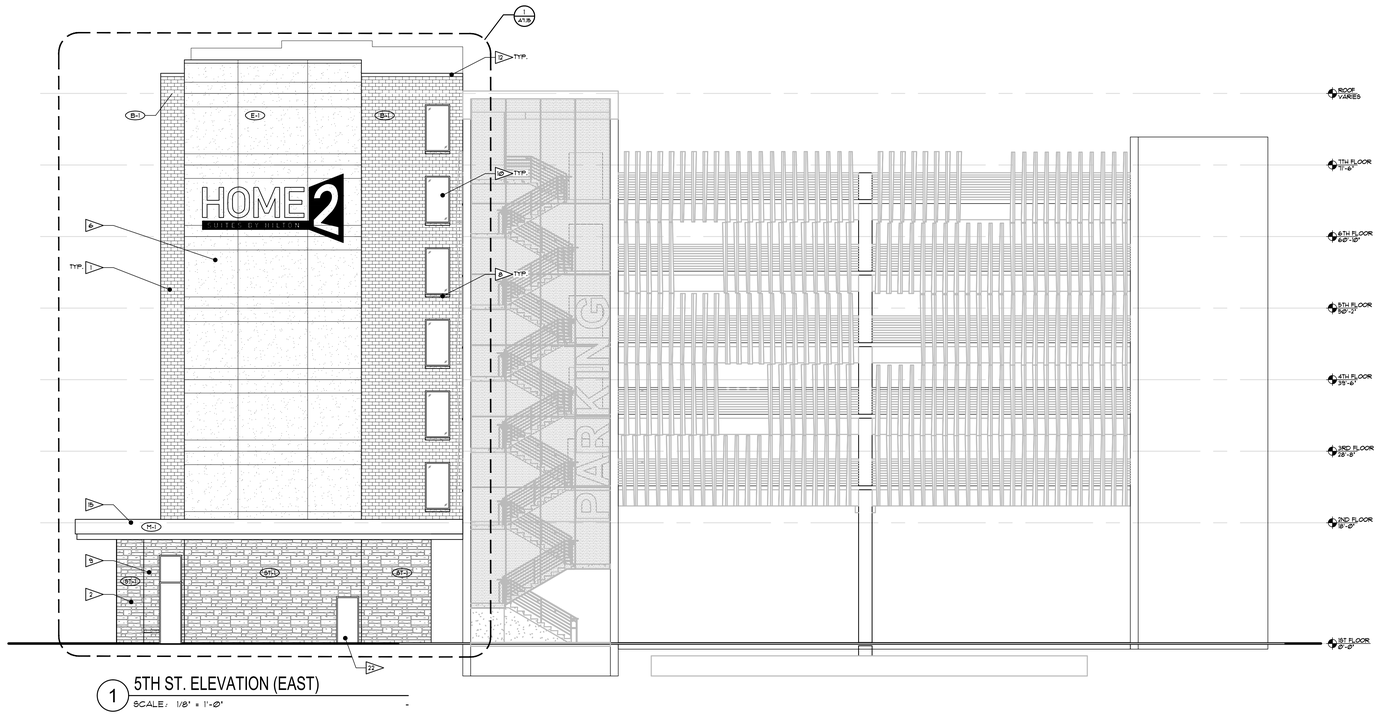
2. REFER TO WALL SECTIONS SHEETS A7.1 THROUGH A7.11 FOR ADDITIONAL INFORMATION AND DETAILS NOT SPECIFICALLY IDENTIFIED



2 6TH ST. ELEVATION (WEST)
SCALE: 1/8" = 1'-0"



1 5TH ST. ELEVATION (EAST)
SCALE: 1/8" = 1'-0"

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7780 ELMWOOD AVE. STE. 204
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608-829-1750
608-829-3056 (FAX)

PROJECT:
FRONT STREET DEVELOPMENT
SOUTHEAST CORNER OF 5TH STREET
BOISE, IDAHO 83702

DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
C/O RAYMOND MANAGEMENT COMPANY
8333 GREENWAY BOULEVARD
MIDDLETON, WI 53562

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PROJECT: 201405.1
DRAWN BY:
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SCALE: AS NOTED
DESIGN REVIEW 05/13/2018

BUILDING ELEVATIONS
A6.02

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MIDDLETON, WI 53562
608-829-1750
608-829-3056 (FAX)



VIEW FROM S. 6TH STREET & W. FRONT STREET INTERSECTION



VIEW FROM S. 5TH STREET & ALLEY INTERSECTION



VIEW FROM S. 6TH STREET & ALLEY INTERSECTION



VIEW FROM S. 5TH STREET & W. FRONT STREET INTERSECTION

PROJECT:
FRONT STREET DEVELOPMENT
502-598 W. FRONT STREET
BOISE, IDAHO 83702

DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
C/O RAYMOND MANAGEMENT COMPANY
8270 GREENHALL BLVD
MIDDLETON, WI 53562

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SCALE: AS NOTED
DESIGN REVIEW 03/13/2018

EXTERIOR RENDERINGS

R1.01



AERIAL VIEW FROM S. 6TH STREET & W. FRONT STREET INTERSECTION



DUSK VIEW FROM S. 6TH STREET & W. FRONT STREET INTERSECTION



PEDESTRIAN VIEW FROM S. 6TH STREET



PEDESTRIAN VIEW FROM S. 6TH STREET & W. FRONT STREET INTERSECTION

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PROJECT:
FRONT STREET DEVELOPMENT
502-598 W. FRONT STREET
BOISE, IDAHO 83702

DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
C/O RAYMOND MANAGEMENT COMPANY
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DESIGN REVIEW 03/13/2018

EXTERIOR RENDERINGS
R1.02

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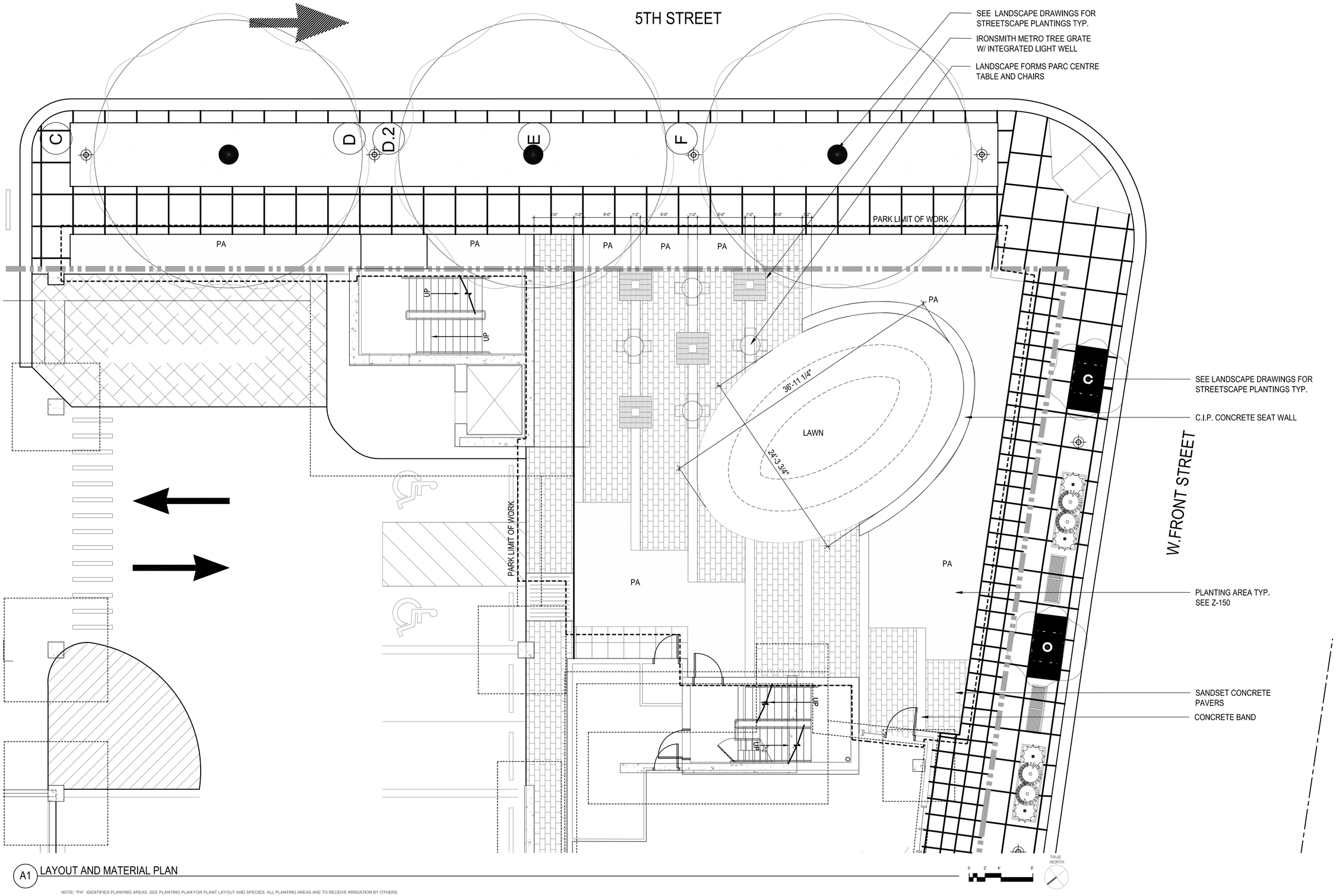

A1 LAYOUT AND MATERIAL PLAN

NOTE: "PA" IDENTIFIES PLANTING AREAS. SEE PLANTING PLAN FOR PLANT LAYOUT AND SPECIES. ALL PLANTING AREAS ARE TO RECEIVE IRRIGATION BY OTHERS.

PROJECT:
FRONT STREET DEVELOPMENT
250 W. FRONT STREET
BOISE, IDAHO 83702

DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
C/O RAYMOND MANAGEMENT COMPANY
8333 GREENWAY BOULEVARD
MIDDLETON, WI 53562

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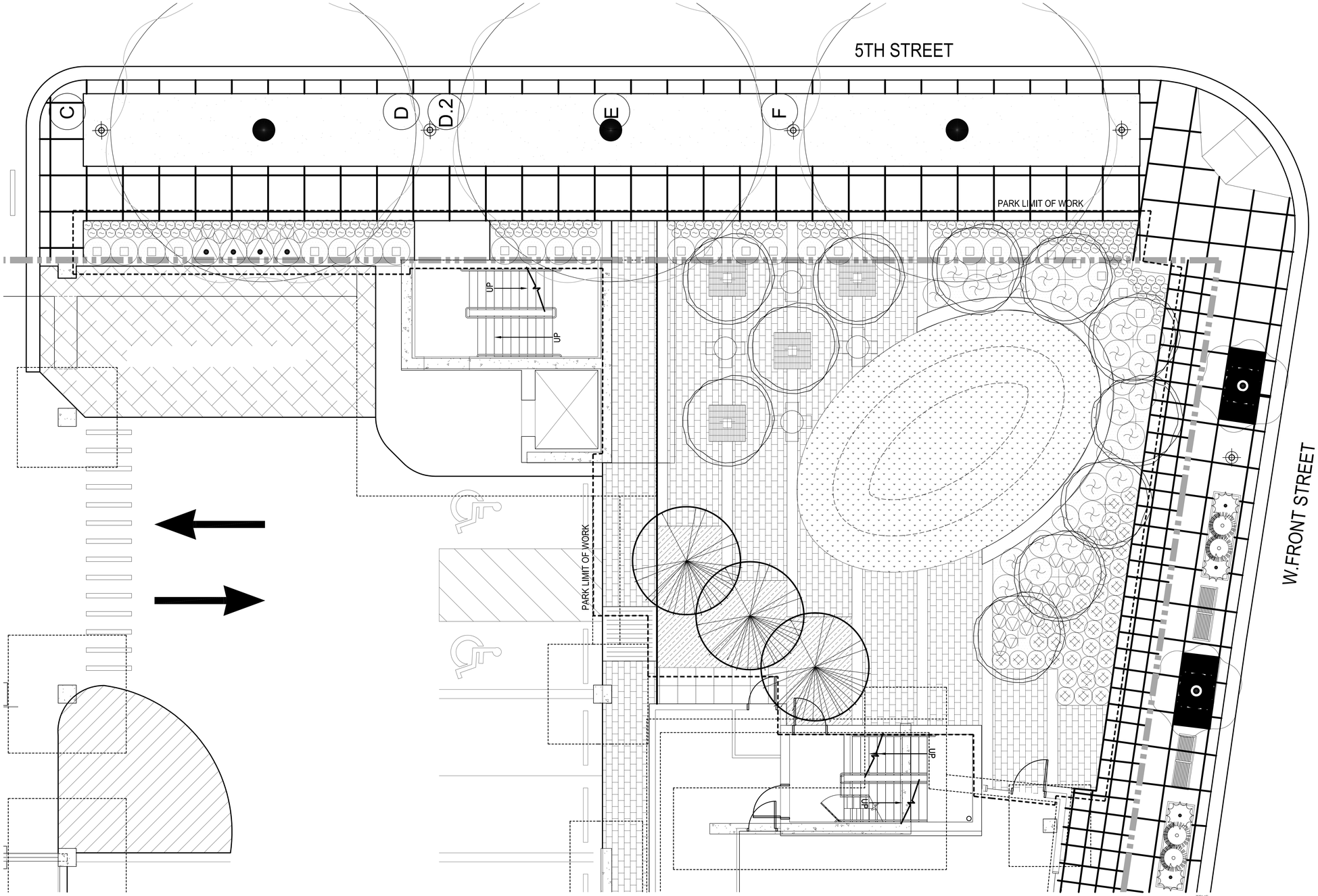
PROJECT: 201405.1
DRAWN BY: TS
DATE: 03.13.2018
SCALE: AS NOTED

LAYOUT AND MATERIALS PLAN

Z-111



A1 PLANTING PLAN

PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	CONT	QTY
	ABIES BALSAMEA	BALSAM FIR	15 GAL	3
	PRUNUS X `DREAM CATCHER`	DREAM CATCHER FLOWERING CHERRY	2" CAL	11
SHRUBS	**BOTANICAL NAME**	**COMMON NAME**	**MIN. CONT**	**QTY**
	CORNUS SERICEA `FARROW`	ARCTIC FIRE RED TWIG DOGWOOD	5 GAL	28
	FESTUCA IDAHOENSIS	IDAHO FESCUE	5 GAL	199
	HELICTOTRICHON SEMPERVIRENS	BLUE OAT GRASS	5 GAL	40
	LAVANDULA ANGUSTIFOLIA `HIDCOTE BLUE`	HIDCOTE BLUE LAVENDER	5 GAL	35
	LONICERA PILEATA	PRIVET HONEYSUCKLE	5 GAL	26
	SALIX PURPUREA `NANA`	DWARF ARCTIC WILLOW	5 GAL	4
GROUND COVERS	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SPACING**	**QTY**
	ARCTOSTAPHYLOS UVA-URSI	KINNIKINNICK	4"POT		267 SF
	TURF SOD	DROUGHT TOLERANT FESCUE BLEND	4"POT		705 SF

PLANTING NOTES:

1. ALL FURNISHED PLANT MATERIAL SHALL COMPLY WITH ANSI Z60.1 AND THE DRAWINGS.
2. SUBMIT PRODUCT DATA, QUANTITY, AND SIZE INFORMATION FOR ALL PLANTS AND PRODUCTS.
3. SUBMIT SAMPLES OF ALL MULCH, WEED BARRIER, EDGING MATERIALS, AND ROOT BARRIERS) TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL.
4. PLANT SUBSTITUTIONS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL.
5. LANDSCAPE ARCHITECT SHALL INSPECT ALL PLANTS ON SITE OR AT THE NURSERY BEFORE PLANTING COMMENCES. NOTIFY LANDSCAPE ARCHITECT AT LEAST **7** DAYS PRIOR TO PLANT DELIVERY TO THE SITE.
6. DO NOT PLANT DURING FREEZING CONDITIONS OR ABOVE **90°F.**
7. PLANTING AREAS ARE TO BE FREE OF ALL FOREIGN AND DELETERIOUS MATERIAL AND HAVE ADEQUATE MOISTURE FOR PLANTING.
8. INSTALL PLANTING FERTILIZER TABLETS IN EACH PLANTING HOLE. TABLETS SHALL HAVE A **(20:10:5)** NUTRIENT COMPOSITION. PROVIDE **(1)** TABLET FOR GROUNDCOVERS AND SMALL SHRUBS, **(2)** TABLETS FOR MEDIUM TO LARGE SHRUBS, AND **(3)** TABLETS PER EACH CALIPER INCH FOR TREES.
9. INSTALL ROOT BARRIER PER DRAWINGS AND DETAILS.
10. USE INTEGRATED PEST MANAGEMENT PRACTICES. DO NOT APPLY PESTICIDES UNLESS WRITTEN AUTHORIZATION FROM THE OWNER IS RECEIVED.
11. DURING AND AFTER PLANT INSTALLATION, CLEAN ADJACENT AREAS OF ALL DEBRIS AND REMOVE SURPLUS MATERIALS. REMOVE NURSERY TAGS, NURSERY STAKES, TIE TAPE, WIRE, BURLAP, AND OTHER DEBRIS FROM PLANTS.
12. PLANT MATERIALS SHALL BE WARRANTED BY THE INSTALLER FOR A PERIOD OF **(1)** YEAR FROM TIME OF INSTALLATION.
13. CONTRACTOR SHALL OFFER MAINTENANCE SERVICES FOR A PERIOD OF (6) MONTHS FROM TIME OF INSTALLATION AT OWNER'S EXPENSE AND DISCRETION.
14. PLANTED AREAS TO BE IRRIGATED WITH A LOW WATER-USE, FULL HEAD-TO-HEAD COVERAGE OR 6" BELOW GROUND LEVEL DRIP IRRIGATION SYSTEM.

SOIL PREPARATION NOTES:

1. BEFORE CONSTRUCTION BEGINS, HAVE A CERTIFIED LABORATORY SOIL TEST PERFORMED THAT ANALYZES PHYSICAL, CHEMICAL, AND BIOLOGICAL PROPERTIES PER SOIL SCIENCE SOCIETY OF AMERICA'S *METHODS OF SOIL ANALYSIS*. SUBMIT THE SOIL REPORT TO THE OWNER AND LANDSCAPE ARCHITECT BEFORE IMPORTED TOPSOIL AND AMENDMENTS ARE ACQUIRED.
2. SUBMIT SAMPLES AND THE PRODUCT DATA OF EACH TYPE OF SOIL TO BE USED TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL.
3. REMOVE **12"** OF EXISTING SOIL DEPTH AND PLACE **12"** OF IMPORTED TOPSOIL. PLACE **3"** OF COMPOSTED MULCH ON TOP.
4. STOCKPILE AND PRESERVE ANY EXISTING TOPSOIL ON SITE IF DEEMED SUITABLE.
5. IMPORTED TOPSOIL SHALL HAVE A PH RANGE OF **6-7**, A MINIMUM OF **20%** ORGANIC-MATTER CONTENT, HAVE A **SANDY LOAM** STRUCTURE, BE FRIABLE, AND POSSESS THE CHEMICAL, NUTRIENT, AND BIOLOGICAL CONTENT NECESSARY FOR HEALTHY PLANT GROWTH. TOPSOIL SHALL BE FREE OF FOREIGN OR DELETERIOUS MATERIAL AND SHALL BE FREE OF WEEDS AND SEEDS.
6. REMOVE FOREIGN AND DELETERIOUS MATERIALS FROM NATIVE SOIL BEFORE AMENDING.
7. PLANTING SOIL SHALL BE PLACED IN **8"** LIFTS AND COMPACTED TO **80%** PROCTOR DENSITY AND SMOOTHED TO A LOOSE, FINE UNIFORM FINISH TO MEET FINISH GRADES.
8. DO NOT WORK SOIL OR APPLY AMENDMENTS IF CONDITIONS ARE FROZEN, MUDDY, OR EXCESSIVELY WET.
9. DO NOT MIX SOIL IN TREE PROTECTION ZONES.

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PROJECT:
FRONT STREET DEVELOPMENT
BOISE, IDAHO 83702
BOISE, IDAHO 83702

DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
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PROJECT: 201405.1
DRAWN BY: TS
DATE: 03.13.2018
SCALE: AS NOTED

PLANTING PLAN

Z-150

EXHIBIT C

PUBLIC IMPROVEMENTS PLAN

EXHIBIT C - Public Improvement Plan

Sheet Notes:

A. FIRE ACCESS POSSIBLE THROUGH ADJACENT STREETS AND ALLEYS.
B. NO HILLSIDE DEVELOPMENTS PROPOSED.
C. INSTALL SUSPENDED PAVING SYSTEM (BELOW PAVERS). TYPE: SILVA CELL BY DEEP ROOT GREEN INFRASTRUCTURE, LLC. HEIGHT: THREE (3) CELL TALL SYSTEM.
D. EXISTING FIRE HYDRANTS ON 5TH & FRONT AND 6TH & FRONT SHALL REMAIN IN PLACE.
E. TRASH STORAGE LOCATED IN BUILDING STRUCTURE.

Landscape Notes:

A. CONTRACTOR SHALL REPORT TO LANDSCAPE ARCHITECT ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK, PRIOR TO BEGINNING WORK.
B. FINISH GRADES TO BE SMOOTH AND EVEN GRADIENTS WITH POSITIVE DRAINAGE IN ACCORDANCE WITH SITE GRADING PLAN. FINISH GRADE RELATED TO ADJACENT SITE ELEMENTS SHALL BE:
B.A. 1-INCH BELOW TOP OF ADJACENT PAVEMENT, VALVE BOX, VAULT, ETC.
B.B. 3-INCHES BELOW TOP OF CURB UNLESS NOTED OTHERWISE.
C. ALL PLANTING BEDS SHALL HAVE A MINIMUM OF 24" OF TOPSOIL. SOD AREAS A MINIMUM OF 12" OF TOPSOIL. SPREAD, COMPACT AND FINE GRADE TOPSOIL TO A SMOOTH AND UNIFORM GRADE.
D. PROVIDE NEW TOPSOIL THAT IS FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, STONES LARGER THAN 2 INCHES IN ANY DIMENSION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.
E. OBTAIN TOPSOIL FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY, WELL-DRAINED SITES WHERE TOPSOIL OCCURS IN A DEPTH OF NOT LESS THAN 4 INCHES.
F. ALL LANDSCAPE AREAS SHALL BE WEED FREE AT THE TIME OF LANDSCAPE INSTALLATION. REMOVE ALL ROOTS, WEEDS, ROCKS AND FOREIGN MATERIAL ON THE SURFACE.
G. NEW TREE PLANTING, SEE DETAIL 3/L1.01. CONTRACTOR SHALL STAKE ALL TREES DEEMED NECESSARY, I.E...FROM BEING BLOWN OVER, PLANTED WITH LOOSE ROOT BALL, ETC. CONTRACTOR'S OPTION.
H. NEW SHRUB PLANTING, SEE DETAIL 4/L1.01.
I. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN. PLANTS WILL BE REJECTED IF NOT IN A SOUND AND HEALTHY CONDITION.
J. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF SUBSTANTIAL COMPLETION. REPLACE ALL PLANT MATERIAL FOUND DEAD OR NOT IN A HEALTHY CONDITION IMMEDIATELY WITH THE SAME SIZE AND SPECIES AT NO COST TO THE OWNER.
K. TREE PIT BACKFILL PLANTING MIX: BLEND TOPSOIL AND SOIL AMENDMENTS AND FERTILIZER FOR TREE PIT BACKFILL AT THE FOLLOWING RATES. BLEND AMENDMENTS THOROUGHLY WITH SOIL BACKFILL. TREE PITS SHALL BE PER DETAIL 3/L1.01.
K.A. APPLICATION RATES:
K.A.A. HUMIC ACID: 25 LBS PER TREE PIT
K.A.B. COMMERCIAL GRADE COMPOST - 10 CUBIC FEET PER TREE PIT
K.A.C. PLANTING TABLET FERTILIZER - 4 TABLETS PER TREE PIT
K.A.D. CALCIFIED DIATOMACEOUS EARTH - 75 LBS PER TREE PIT
L. SHRUB PIT BACKFILL PLANTING MIX: BLEND TOPSOIL AND SOIL AMENDMENTS AND FERTILIZER FOR SHRUB PIT BACKFILL AT THE FOLLOWING RATES. BLEND AMENDMENTS WITH THOROUGHLY WITH SOIL BACKFILL. SHRUB PITS SHALL BE PER DETAIL 4/L1.01.
L.A. APPLICATION RATES:
L.A.A. HUMIC ACID: 2 LBS PER SHRUB PIT
L.A.B. COMMERCIAL GRADE COMPOST - 2 CUBIC FEET PER SHRUB PIT
L.A.C. PLANTING TABLET FERTILIZER - 2 TABLETS PER SHRUB PIT
L.A.D. CALCIFIED DIATOMACEOUS EARTH - 15 LBS PER SHRUB PIT
M. IMMEDIATELY CLEAN UP ANY TOPSOIL OR OTHER DEBRIS ON THE SITE CREATED FROM LANDSCAPE OPERATIONS AND DISPOSE OF PROPERLY OFF SITE.
N. IN THE EVENT OF A DISCREPANCY NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.

Landscape Irrigation Notes:

A. ALL LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC UNDERGROUND SPRINKLER SYSTEM WHICH INSURES COMPLETE COVERAGE AND IS PROPERLY ZONED FOR REQUIRED WATER USES. EACH HYDROZONE IS TO BE IRRIGATED WITH SEPARATE INDIVIDUAL STATIONS.
B. PLANTER BEDS AND LAWN AREAS ARE TO HAVE SEPARATE HYDROZONES.
C. POP-UP SPRINKLER HEADS SHALL HAVE A MINIMUM RISER HEIGHT OF 4" AT LAWN AREAS AND 18" AT PLANTER BEDS.
D. PLANTER BEDS ARE TO HAVE DRIP IRRIGATION SYSTEMS OR POP-UP SPRAY SYSTEMS. ANNUALS, PERENNIALS GROUND COVERS OR SHRUB MASSINGS SHALL HAVE A POP-UP SPRAY SYSTEM.
E. INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDROZONES.
F. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% COVERAGE WITH HEAD TO HEAD SPACING OR TRIANGULAR SPACING AS APPROPRIATE.
G. SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES SUCH AS SIDEWALKS, DRIVEWAYS, AND PARKING AREAS.

Keynotes:

(#) CALLOUT NUMBERS COORDINATED TO NUMBERED NOTES BELOW.

1. EXISTING TREE ON ADJACENT PARCEL. COORDINATE REMOVAL AND REPLACEMENT WITH ADJACENT PROPERTY OWNER PRIOR TO STARTING CONSTRUCTION.
2. ENDICOTT RED BRICK PAVER, DRY LAID, COLOR TO BE NO. 46 MEDIUM IRONSPOT BLEND. SEE DETAIL 5 & 6/L1.01.
3. ENDICOTT DARK BRICK PAVER SOLDIER COURSE AT HOTEL ENTRY. DRY LAID, COLOR TO BE MANGANESE IRONSPOT. SEE DETAIL 5 & 6/L1.01.
4. SILVA CELLS AND CITY OF BOISE STANDARD TREE GRATE, SIZE: 4' X 8;' TYPE: "KIVA" CAST IRON WITH NATURAL RAW FINISH BY URBAN ACCESSORIES. ADA COMPLIANT. SEE DETAILS 1 - 3/L1.01
5. CITY OF BOISE STANDARD HISTORIC STREET LIGHT, PER CITY OF BOISE PUBLIC WORKS AND CAPITAL CITY DEVELOPMENT CORP. SEE DETAIL 9/L1.01.
6. CITY OF BOISE STANDARD BENCH, TYPE: "MODEL C-10" BY VICTOR STANLEY, INC. 4-FT LENGTH. SEE DETAIL 10/L1.01.
7. BIKE RACK CORRAL. QUANTITY: (20) BIKE RACKS, SEE DETAIL 8/L1.01
8. BOISE GREEN BIKE CORRAL. ALTERNATIVELY, CITY OF BOISE STANDARD BIKE RACKS, TYPE: "SINGLE BEND" BY M-U FABRICATION AND WELDING INC. COLOR TO BE RAL 6009.
9. FLAGPOLE, SEE ARCHITECTURAL.
10. CITY OF BOISE STANDARD MOVABLE PLANTER. LANDSCAPE IN PLANTER SHALL BE ANNUAL/PERENNIAL FLOWERS PER DOWNTOWN BOISE ASSOCIATION (DBA). SEE DETAIL 11/L1.01.
11. BOARD FORM CONCRETE SEAT WALL. SEE DETAIL 12/L1.01.
12. SAND SET PLANK PAVERS WITH CONCRETE BANDING. SEE DETAIL 7/L1.01.
13. BOARD FORM CONCRETE PLANTER. SEE DETAIL 13/L1.01.
14. NOT A PART. POCKET PARK BY GSLO.
15. BUILDING OVERHANG.
16. 3' WROUGHT IRON FENCE, TYPICAL.

PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONTAINER	CALIPER
GG	GINKGO BILOBA `GOLDEN COLONNADE` / GOLDEN COLONNADE GINKGO	B & B	2"
LE	LIRIODENDRON TULIPIFERA `EMERALD CITY` TM / EMERALD CITY TULIP TREE	B & B	2"
TL	TILIA AMERICANA `LEGEND` / AMERICAN LEGEND	B & B	2"
SHRUBS	BOTANICAL NAME / COMMON NAME	CONTAINER	MATURITY (H X W)
CM	COREOPSIS VERTICILLATA `MOONBEAM / MOONBEAM THICKLEAF TICKSEED	1 GAL	
EU	EUONYMUS JAPONICUS `GREENSPIRE` / GREENSPIRE UPRIGHT EUONYMUS	3 GAL	
PS	PHYSOCARPUS OPULIFOLIUS `SEWARD` / SEWARD NINEBARK	5 GAL	
RF	RHAMNUS FRANGULA `FINE LINE` / FINE LINE BUCHTHORN	5 GAL	
RG	RHUS AROMATICA `GRO-LOW` / GRO-LOW FRAGRANT SUMAC	3 GAL	
SB	SCHIZACHYRIUM SCOPARIUM `THE BLUES` / THE BLUES LITTLE BLUESTEM	2 GAL	
GROUND COVERS	BOTANICAL NAME / COMMON NAME	CONT	
	TURF SOD BLUEGRASS / KENTUCKY BLUEGRASS	SOD	

Geothermal Line (Item #34)

Power Line (Item #31)
Sewer Line (Item #33)
Natural Gas (Item #35)
Phone Line (Item # 36)
Fiber Line (Item #37)

Asphalt Demolition (Item #45)
Road sub-base and prep (Item #46)
Asphalt Paving (Item #47)

Surface Demolition (Item # 48)
Surface Prep (Item #49
Paving Materials (Item #50)
Northwest Park Landscaping (Item #52)
Land Cost - NW Park Area (Item #58)

Street Trees (Item #18)
Tree Grates and Frames (Item #19)

Storm Water Mitigation
Surface Demo (Item #28)
Surface Prep (Item #29)
Finish Material - Vault (Item #30)

Street Trees (Item #18)
Tree Grates and Frames (Item #19)
(5) CM
(5) RF
(5) PS

Lawn Parkway (Item # 11)
Irrigation (Item #12)

Vertical Curb and Gutter (Item # 15)

Vertical Curb and Gutter (Item # 15)

Pre Cast Planters (Item #25)
(Noted as "10" on these plans)

Historic Street Light (Item # 21)
(Noted as "5" on these plans)

Scored Concrete Sidewalk (Item #7)
Dry laid brick (Item # 8)
Pedestrian Ramps (Item # 9)
Truncated Domes (Item #10)

Items that occur throughout
Surface Demolition (Item #1)
Asphalt Demolition (Item #2)
Curb and Gutter demolition (Item #3)
Saw Cut (Item #4)
Replace Sub-base (Item #5)
Stand alone Tree Removal (Item #6)
Asphalt Repair (Item #13)
Water meter (Item #17) - Location TBD
Trench Drain Cover (Item #20)
Bike Rack (Item #23) - Final Location TBD
Litter Receptacles (Item #24) - Final Location TBD
Site Electrical (Item #26)
Asphalt Demolition (Item #39)
Road sub-base and prep (Item #40)
Asphalt Paving (Item #41)
Grading (Item #56)

Scored Concrete Sidewalk (Item #7)
Dry laid brick (Item # 8)
Pedestrian Ramps (Item # 9)
Truncated Domes (Item #10)

Surface Demolition (Item # 48)
Surface Prep (Item #49
Paving Materials (Item #50)
Southeast Park Landscaping (Item #51)
Land Cost - SE Park Area (Item #57)

Bench - Concrete (Item #22)
(Noted as "6" on these plans)

Water Line (Item 32)
(Noted as "W" on there Plans)

Concrete Planters (Item #27)
(Noted as "13" on these plans)

ALLEY
SOUTH 6TH ST.
SOUTH 5TH ST.
WEST FRONT ST.

Site & Landscape Plan

HORIZONTAL SCALE: 1" = 10'

0 10' 20'

GBA architecture | design
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ROBERT SHAPIRO — STATE OF IDAHO — LA-18795 — LANDSCAPE ARCHITECT — 03/13/2018

PROJECT:
FRONT STREET DEVELOPMENT
BOISE DOWNTOWN
BOISE, IDAHO 83702

DEVELOPER:
BOISE DOWNTOWN LODGING ASSOCIATES, LLC
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8333 GREENWAY BOULEVARD
MIDDLETON WI 53562

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PROJECT: 201405.1
DRAWN BY: TLG
DATE: 03-13-2018
SCALE: AS NOTED
03-13-18 DR SUBMITTAL

Site & Landscape Plan

L1.00

EXHIBIT D

PUBLIC IMPROVEMENTS COST ESTIMATE

CCDC Participation Program

Type 3 Eligible Costs Application Form

Actual Eligible Costs To Be Determined by CCDC

Project Name: 6th and Front Hotel and Garage *Plan Date: 5/10/18* *By: Dean Pape and CCDC*

STREETSCAPE: (In right-of-way)

#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
	SITE PREPARATION:				
1	Surface demolition	LS	55,530	1	55,530
2	Asphalt demolition	0	0	0	INCL #1
3	Curb and dutter demolition	0	0	0	INCL #1
4	Saw cut	0	0	0	INCL #1
5	Replace subbase	LS	56,761	1	56,761
6	Stand alone tree removal	0	0	0	INCL # 1
	SIDEWALK WORK:				
7	Scored concrete sidewalk	SF	6	8,603	51,618
8	Dry laid brick	SF	17	1,415	24,055
9	Pedestrian ramp	0	0	0	INCL #7
10	Truncated dome	0	0	0	INCL #7
11	Lawn parkway	LS	4,500	1	4,500
12	Irrigation	LS	18,800	1	18,800
	OTHER:				
13	Asphalt repair	SF	24,200	1	24,200
14	Concrete curb cut	0	0	0	INCL #15
15	Vertical curb and gutter (6")	LF	25	758	18,950
16	Meyers cabinet	0	0	0	0
17	Water meter	EA	3,500	1	3,500
	SITUATIONAL FURNISHINGS:				
18	Street trees	EA	11,600	15	174,000
19	Tree grates & frames	0	0	0	INCL #18
20	Trench drain cover	EA	750	6	4,500
21	Historic street light	EA	4,500	8	36,000
22	Bench	LS	15,000	1	15,000
23	Bike rack	EA	850	10	8,500
24	Litter receptacle	EA	1,800	5	9,000
25	Pre-cast planter	EA	2,500	6	15,000
	OTHER:				
26	Site Electrical	LS	25,000	1	25,000
27	Concrete Planter Beds	LS	36,600	1	36,600
	Total Streetscape Costs:				**581,514**

	INFRASTRUCTURE & UTILITIES: (In right-of-way)				
		UNIT	UNIT PRICE	QUANTITY	TOTAL COST
	STORM WATER MITIGATION:				
28	Surface demo		0	0	INCL #1
29	Surface prep		0	0	INCL #1
30	Finish materials (permeable pavers, etc.)	LS	42,000	1	42,000
	UTILITIES:				
31	Power line (new/relocation/extension)	LS	300,000	1	300,000
32	Water line (new/relocation/extension)	LS	32,875	1	32,875
33	Sewer line (new/relocation/extension)	LS	31,900	1	31,900
34	Geothermal Line (new/relocation/extension)	LS	75,000	1	75,000
35	Natural gas line (new/relocation/extension)	LS	45,000	1	45,000
36	Phone line (new/relocation/extension)	LS	35,000	1	35,000
37	Fiber line (new/relocation/extension)	LS	75,000	1	75,000
38	ACHD power box relocation		0	0	0
	STREET:				
39	Asphalt demolition	SF	3.5	1,500	5,250
40	Road sub-base and prep	SF	2.5	1,500	3,750
41	Asphalt paving	SF	3.5	1,500	5,250
	PATH:				
42	Surface demolition		0	0	0
43	Surface prep		0	0	0
44	Paving material		0	0	0
	ALLEY:				
45	Asphalt demolition	SF	2.25	6,000	13,500
46	Alley sub-base and prep	SF	1.50	6,000	9,000
47	Asphalt paving	SF	3.75	6,000	22,500
	PLAZA:				
48	Surface demolition	LS	6,500	1	6,500
49	Surface prep	LS	4,500	1	4,500
50	Paving material	LS	19,400	1	19,400
	OTHER:				
51	Southeast Park Landscaping	LS	110,000	1	110,000
52	Northwest Plaza Landscaping	LS	25,000	1	25,000
	Total Infrastructure & Utilities Costs:				**861,425**

	SITE:				
53	Brownfield Environmental Assessment		0	0	0
54	Brownfield Environmental Remediation		0	0	0
55	Clearance		0	0	0
56	Grading	SF	2.5	14,200	35,500
	Total Site Costs:				**35,500**
	TOTAL ELIGIBLE COSTS:				1,478,439

Important Note:
Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.

EXHIBIT E
Project Timeline and Estimated Value

Description	ELEMENT A Hotel	ELEMENT B Parking Garage
Private Construction Value (excludes public garage spaces)	$25.00MM	$18.25MM
DR Approval	01/10/18	January 10, 2018
Construction Drawing Final	07/0318	June 2018
Submittal for Building Permit	September 2018	July 2018
Building Permit Approval	Late 3rd Q/Early 4th Q	August/September 2018
Construction Financing	Late 3rd Q/Early 4th Q	3rd Quarter 2018
Commencement of Construction	Late 3rd Q/Early 4th Q	3rd/4th Quarter 2018
Completion of Construction	Late 1st Q/Early 2nd Q 2020	3rd/4th Quarter 2019

Exhibit F

Confirmation of Reimbursement (Draft)

CONFIRMATION OF AGENCY REIMBURSEMENT AND PAYMENT SCHEDULE

This CONFIRMATION OF AGENCY REIMBURSEMENT AND PAYMENT SCHEDULE ("Payment Schedule") is entered into between the CAPITAL CITY DEVELOPMENT CORPORATION, a public body, corporate and politic, organized and existing under the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act of 1988 as amended, Chapter 29, Title 50, Idaho Code ("CCDC"), and _____, an Idaho _____ ("Participant").

WITNESSETH:

1. CCDC Contribution

CCDC has, pursuant to the procedures set forth in the Type 3 Transformative General Assistance Participation Agreement by and between CCDC and Participant with an effective date of _____ (the "Participation Agreement"), determined the CCDC Reimbursement for the Project, as those terms are defined in the Participation Agreement, shall be _____ and __/100 dollars ($_____) (the "CCDC Reimbursement").

2. Payment Schedule

CCDC agrees to reimburse Participant for the amount of the CCDC Reimbursement, or less as set forth and explained below, without interest from the Effective Date of this Payment Schedule as follows:

CCDC shall make an initial payment in the amount of One Hundred Sixty-Five Thousand Dollars ($165,000) within thirty (30) days of the execution of this Payment Schedule (the "Initial Payment"). CCDC shall subsequently make a total of four (4) "Annual Payments". The amounts of the Annual Payments shall be determined based on the tax increment proceeds CCDC receives from the value added to the Site over and above the 2018 tax year assessed value of the Site. The 2018 tax year assessed value of the Site, as determined by the Ada County Assessor is $_____.

First Annual Payment – Due on or before September 30, ____
CCDC shall pay Participant eighty percent (80%) of the increased tax increment generated from the Project on the Site actually received by CCDC as of September 30 of _____ [insert year]

Second Annual Payment – Due on or before September 30, ____

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Project on the Site actually received by CCDC as of September 30 of _____ [insert year]

Third Annual Payment – Due on or before September 30, ____
CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Project on the Site actually received by CCDC as of September 30 of _____ [insert year]

Fourth Annual Payment – Due on or before September 30, ____
CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Project on the Site actually received by CCDC as of September 30 of _____ [insert year]

CCDC may redeem, at any time, in whole or in part, without penalty, the then principal amount outstanding.

Participant acknowledges that the sum of the Initial Payment and the four Annual Payments may be less than the CCDC Reimbursement if the tax increment generated by the Project during the Reimbursement Period is less than the CCDC Reimbursement, minus the Initial Payment.

If the CCDC Reimbursement is not fully reimbursed by the Initial Payment and the four Annual Payments or by the termination date of the Plan, CCDC will not be obligated to make any additional payments.

3. Limitation on Making Payments

It is the intention of the Parties that Participant shall only be paid from the Incremental Tax Revenues, if any, which are paid or are payable to CCDC as a direct result of the Project constructed by Participant on the Site. If, for any reason, the Incremental Tax Revenues anticipated to be received by CCDC as a direct result of the Project on the Site are reduced, curtailed, or limited in any way by enactments, initiative referendum, or judicial decree, CCDC shall have no obligation to pay the tax increment obligation to Participant as described in this Agreement from other sources or monies which CCDC has or might hereinafter receive.

4. Except as expressly modified above, the terms and conditions of the Participation Agreement are still binding on CCDC and Participant as set forth in such Participation Agreement.

IN WITNESS WHEREOF, this Payment Schedule has been entered into as of the date and year first above written.

AGENCY:
CAPITAL CITY DEVELOPMENT CORPORATION

By:_____
_____, Executive Director
_____
Date

ATTEST:

By:_____
_____, Secretary

PARTICIPANT:
FRONT STREET INVESTORS, LLC

By: _____
Its: _____
_____
Date

4840-0173-6242, v. 14

ATTACHMENT 5 – Resolution 1545 and the Parking Permit Purchase Agreement

RESOLUTION NO. 1545

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A PARKING PERMIT PURCHASE AGREEMENT BETWEEN THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AND FRONT STREET INVESTORS, LLC; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE AGREEMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amended and Restated Urban Renewal Plan River Street-Myrtle Street Urban Renewal Project (annexation of the Old Boise Eastside Study Area and Several Minor Parcels) and renamed River Myrtle-Old Boise Urban Renewal Project (the "River Myrtle-Old Boise Plan") and following said public hearing, the City Council adopted its Ordinance No. 6362 on November 30, 2004, approving the River Myrtle-Old Boise Plan and making certain findings; and,

WHEREAS, the jurisdictional area of the River Myrtle-Old Boise Plan is referred to herein as the "Project Area"; and,

WHEREAS, in order to achieve the objectives of the River Myrtle-Old Boise Plan, the Agency is authorized to acquire public parking in the District; and,

WHEREAS, Front Street Investors, LLC ("Developer"), owns or controls certain real property (the "Site") located in the River Myrtle-Old Boise Urban Renewal District ("River Myrtle District"), as created by the River Myrtle-Old Boise Plan.

WHEREAS, Developer intends to construct a 138 room hotel within the Site (the "Project"). The Project is a seven (7) story building with the first floor serving as Hotel lobby/amenities and structured parking, and floors two through seven as guestrooms and structured parking.

WHEREAS, as part of the Project, Developer will construct structured automobile parking with certain other commercial uses thereon (the "Garage"); and,

WHEREAS, following negotiations over the terms between Agency staff and Developer, Developer has provided Agency with a proposed final Parking Permit Purchase Agreement ("PPPA"), a copy of which is attached hereto as Exhibit A and incorporated herein as if set forth in full, whereby the Agency shall purchase 200 monthly parking permits at a rate of $150/month for a term of 7 years; and,

WHEREAS, Developer will be primarily responsible for marketing the CCDC Parking Permits to re-sell the permits to individuals on behalf of CCDC; and,

WHEREAS, Agency staff recommends approval of the PPPA by the Agency Board; and,

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve the DDA and to authorize the Executive Director to execute the DDA, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

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

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

Section 2: That the PPPA, a copy of which is attached hereto as Exhibit A and incorporated herein as if set out in full, is hereby approved as to both form and content.

Section 3: That the Executive Director is hereby authorized to sign and enter into the DDA and, further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the PPPA, subject to representations by Agency legal counsel that all conditions precedent to actions and any necessary technical changes to the PPPA or other documents are acceptable and that said changes are consistent with the provisions of the PPPA and the comments and discussions received at the May 14, 2018, Agency Board meeting.

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

PASSED By the Urban Renewal Agency of Boise City, Idaho, on May 14, 2018. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on May 14, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chairman

ATTEST:

By: _____
David Beiter, Secretary

ATTACHMENT 1

PARKING PERMITS PURCHASE AGREEMENT

THIS PARKING PERMITS PURCHASE AGREEMENT ("**Agreement**") made as of the ____ day of _____, 20__, by and between Front Street Development, LLC, an Idaho limited liability company **("Developer"),** and Capital City Development Corporation, a public body, corporate and politic **("CCDC").**

WITNESSETH:

WHEREAS, the City Council of the City of Boise City, Idaho ("**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**"); with the jurisdictional area of the River Myrtle – Old Boise Plan referred to herein as the "**River-Myrtle Plan Area**"; and

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

WHEREAS, Developer owns the real property located at 245 S 5th Street, 518 W Front Street, and 520 W Front Street in Boise, Idaho, described on **Exhibit A** attached hereto and made a part hereof, (the "**Property**") which Property shall be improved by Developer, at Developer's cost, to include a five hundred and forty (540) space parking garage for vehicles **("Parking Garage")**. Developer intends to cause to be constructed a 135 guest room hotel (the "**Hotel**") on the Property. As used hereafter, "**Parking Garage**" shall include the real property described on Exhibit A which will be improved for a parking garage; and

WHEREAS, Developer has the authority to enter into this Agreement, and the right, power and interest in the Parking Garage, and the authority to issue parking permits to CCDC for use of the Parking Garage.

WHERAS, concurrently with this Agreement, Agency and Participant have executed a Disposition and Development Agreement and a Transformative Assistance Participation Agreement. The Parties agree these other agreements are part of the same transaction contemplated by this Agreement and that all three documents should be interpreted in a consistent manner.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, Developer and CCDC agree as follows:

1. SPECIFICATIONS FOR THE PARKING GARAGE

1.1 Number of Spaces. The Parking Garage shall have approximately 540 parking spaces.

1.2 The Parking Garage shall have a commercially conventional layout for the parking spaces, dive aisles, and turning radius and shall be functional for passenger vehicles, SUVs, and accommodate for pick-up trucks, which is approved by the City of Boise and meet applicable City guidelines.

1.3 The Parking Garage shall not be considered part of the ParkBOI downtown Boise parking system owned and operated by CCDC.

2. PURCHASE AND RESALE OF PARKING PERMITS

2.1 CCDC agrees to purchase two hundred (200) monthly parking permits ("**CCDC Parking Permits**") each month during the Term of this Agreement (defined below). With such purchase includes the right by CCDC to sell such CCDC Parking Permits to individuals for the sole purpose of parking vehicles in the Parking Garage. Provided, Developer, by and through the operator of the Parking Garage ("**Operator**"), shall be primarily responsible for marketing the CCDC Parking Permits and shall take all commercially reasonable steps to market and resell the CCDC Parking Permits to individuals on behalf of CCDC. CCDC may assist in the resale of the CCDC Parking Permits, but the primary obligation to resell the CCDC Parking Permits lies with Developer.

2.2 During the entire Term, the price to be paid by CCDC for the CCDC Parking Permits shall be One Hundred and Fifty Dollars ($150) per permit, for a total of $30,000 per month for the 200 CCDC Parking Permits ("**Parking Fee**"). CCDC shall pay Developer for the CCDC Parking Permits in advance each month, no later than the last day of the preceding month.

2.3 CCDC Parking Permits shall permit the holder to park in the Garage with 24 hour access/seven days a week unless specifically agreed to by CCDC in writing.

2.4 The sale price for all monthly parking permits in the Parking Garage and the resale price for the CCDC Parking Permits shall be **no less than** $150. Provided, with CCDC's written approval, parking permits and CCDC Parking Permits may be sold for less than $150. Notwithstanding the foregoing, any parking permits sold or secured directly by Developer to the persons or entities listed on **Exhibit B** and any CCDC Parking Permits resold directly by CCDC (as opposed to Developer or Operator) are exempt from this minimum price requirement.

2.5 On or before the 5th day of the month, Developer shall pay to CCDC the full amount owed to Developer for the previous month's resale of the CCDC Parking Permits. For clarification, if Developer resells a CCDC Parking Permit for $175, Developer shall pay to CCDC $175, not $150 and it is Developer's responsibility to collect the purchase price from the purchasers of the CCDC Parking Permits.

2.6 Developer shall sell the CCDC Parking Permits prior to selling any other parking permits for the Parking Garage. For clarification, until each and every CCDC Parking Permit is resold, Developer shall be prohibited from selling any monthly parking permits for the Parking Garage. Notwithstanding the foregoing, any parking permits sold or secured directly by Developer to the persons or entities listed on **Exhibit B** are exempt from this obligation. Provided, in the event any person or entity listed on Exhibit B is, as of the Effective Date, a monthly parking permit holder for any ParkBOI garage, such person or entity shall be struck from Exhibit B.

2.7 All users of the Parking Garage shall be subject to Parking Garage Rules and Regulations enacted and enforced by Developer, as the same may, from time-to-time, be amended by Developer, and such other reasonable rules made by Developer. Prior to the beginning of the Term of this Agreement, Developer agrees to provide CCDC with a copy of the parking garage rules and regulations. Developer agrees to provide CCDC with written notice thirty (30) days prior to adopting any amendments to the parking garage rules and regulations.

3. TERM

3.1 Term. The Term of this Agreement shall begin thirty (30) days after Developer is issued a certificate of occupancy or a temporary certificate of occupancy from Boise City for the Parking Garage and the Parking Garage is opened for use by customers (the **"Commencement Date"**). This Agreement shall terminate after 7 years after the Commencement Date, unless terminated earlier as set forth below. When the Commencement Date is known, Developer and CCDC shall execute and deliver to each other a written acknowledgement of the agreed Commencement Date. If construction of the Parking Garage does not commence on or before January 1, 2019, **or** if a certificate of occupancy for the Parking Garage or other formal permission to operate the Parking Garage by the City of Boise is not issued for the Parking Garage on or before January 31, 2020, either party shall have the right to terminate this Agreement by providing the other party with written notice of their desire to do so. In that event, neither party shall have any liability under this Agreement.

3.2 Right to Terminate. Developer shall have the right to this Agreement upon sixty (60) days written notice to CCDC. Upon termination under this Section, all rights and obligations of the parties under this Agreement shall terminate and end as of the date specified in the notice ("Termination Date"), except for the obligation of CCDC to pay sums that were due and payable prior to the Termination Date. In the event of termination of this Agreement under this Section, CCDC shall receive a refund of any amounts that were prepaid for CCDC Parking Permits for periods occurring after the Termination Date. Provided, in the event this Agreement is terminated, such termination shall have no impact on the customers of the Parking Garage that purchased CCDC Parking Permits. Such customers shall be entitled to continue to access the Parking Garage according to the terms of any contract or agreement (including any termination right in such contract or agreement) by which they acquired the CCDC Parking Permit.

4. MAINTENANCE AND REPAIR

4.1 CCDC has absolutely no obligations whatsoever for the maintenance and repair of the Parking Garage or the day to day operations of the Parking Garage.

4.2 Developer shall at all times keep the Parking Garage and all improvements thereon in good condition and repair in a manner consistent with other parking garages in downtown Boise, Idaho. Developer's obligations hereunder include, but are not limited to, maintaining all lighting and electrical facilities, all signage, all curbing and paving, including the striping thereon, any structural, mechanical, electrical or other installations or any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar government requirements. Developer, at Developer's sole cost and expense, shall use reasonable diligence to complete all required maintenance and repair of the Parking Garage during the Term of this Agreement.

5. OPERATION OF THE PARKING GARAGE

5.1 The manner and method of operation, maintenance, service and repair of the Parking Garage and the expenditures therefor shall be in the commercially reasonable discretion of Developer, Operator, or such other persons or agents as Developer may delegate or assign to exercise such management and control, unless otherwise specified herein. Over-sale of monthly parking passes in comparison to the number of spaces designated for monthly parking shall be within commercial reasonable limits and shall not exceed 125% of the total number of parking stalls in the Parking Garage. CCDC shall have no authority to make additional rules or set standards for operating the Parking Garage. Developer, at its expense, will be responsible for payment of all property taxes and special assessments on the Parking Garage.

5.2 The Parking Garage shall be operated as a public parking facility and shall be open 24 hours a day, every day of the year, subject to closures for maintenance as necessary. However, as noted above, the Parking Garage shall not be considered as part of the ParkBOI parking system operated by CCDC.

5.3 Developer agrees to maintain commercially reasonable insurance coverage for the ownership and operation of the Parking Garage.

6. INDEMNIFICATION

6.1 Developer covenants and agrees to defend, indemnify, and hold CCDC harmless against all liabilities, losses, costs, damages, expenses, causes of action, suits, claims, demands, and judgments of any kind or nature whatsoever that may in any way come against CCDC for or on account of personal injuries or death, and damage to real or personal property or to the loss of any personal property related to, concerning, or arising out of this Agreement or the operation and maintenance of the Parking Garage, including court and stenographic costs and an amount in reimbursement of reasonable attorney fees; provided however, that Developer shall have no obligation to indemnify and hold CCDC and their respective officers, agents, or employees

harmless from and against any matter to the extent it arises from the act of negligence or wilful act of CCDC or their respective officers, agents, or employees.

In case any action or proceeding is brought against CCDC or its respective officers, agents, or 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.

The limits of insurance required under this Agreement shall not be deemed a limitation of the covenants to indemnify, defend, and hold CCDC harmless.

7. DESTRUCTION OF PARKING GARAGE

7.1 Partial Destruction. If the Parking Garage is partially damaged by fire, storm, lightning, earthquake, or any other casualty, including destruction due to bombing, shelling or other war damage ("**Occurrence**"), and the Parking Garage shall be rendered unusable by reason of such Occurrence, Developer shall, at its own expense, cause the damage to be repaired and the CCDC Parking Permits and the Fee shall be abated until the Parking Garage is repaired and/or reconstructed. In the event of such abatement of this Agreement, CCDC shall receive a refund of any amounts that were prepaid for CCDC Parking Permits for periods occurring after the date of such termination.

7.2 Total Destruction. If the Parking Garage is totally destroyed by reason of such Occurrence, either party shall have the right to terminate this Agreement by written notice to the other party within thirty (30) days after such Occurrence, in which event all rights and obligations of the parties under this Agreement shall terminate and end as of the date of such Occurrence, except for the obligation of CCDC to pay sums which were due and payable prior to the date of the Occurrence. In the event of termination of this Agreement, CCDC shall receive a refund of any amounts that were prepaid for CCDC Parking Permits for periods occurring after the date of such termination.

7.3 Uninsured Casualty. If the damage to the Parking Garage is caused by a casualty for which coverage is excluded under the insurance maintained by Developer and the cost of repairing such damage exceeds $100,000.00, Developer shall have the right to terminate this Agreement, in which event all rights and obligations of the parties under this Agreement shall terminate and end as of the date of such Occurrence, except for the obligation of CCDC to pay sums that were due and payable prior to the date of the Occurrence. In the event of termination of this Agreement, CCDC shall receive a refund of any amounts that were prepaid for CCDC Parking Permits for periods occurring after the date of such termination.

8. DEVELOPMENT OBLIGATION

8.1 Developer's Obligation to Construct a Hotel on the Property. Subject to Section 8.2, Developer shall cause to be completed the construction of the Hotel on the Property on or before two (2) years after the Commencement Date. Completion of construction means issuance

of a certificate of occupancy or temporary certificate of occupancy by the City for the Hotel. Upon completion of the construction of the Hotel, the Hotel shall have a value of no less than Twenty Five Million Dollars ($25,000,000), which valuation shall be the greater of: a) the project costs for the Hotel as identified in building permits issued by the City; b) the fair marked value of the Hotel, as determined by an appraiser licensed in the State of Idaho; or c) the assessed value, as determined by the Ada County Assessor.

8.2 Alternate Construction Obligation. Developer may elect to construct or cause to be constructed an alternate building within the River-Myrtle Plan Area ("**Alternate Building**") instead of constructing the Hotel. If Developer elects to construct an Alternate Building, such Alternate Building shall meet the following criteria:

8.2.1 The Alternate Building must be located on the original development site or at Developer's property on Grove Street as indicated in **Exhibit C**.

8.2.2 Construction of the Alternate Building shall commence no later than 3 years after the Parking Garage has opened. Completion of construction means issuance of a certificate of occupancy or temporary certificate of occupancy by the City for the Alternate Building.

8.2.3 The Alternate Building shall have, upon completion, a value of no less than Twenty Five Million Dollars ($25,000,000), which valuation shall be the greater of: a) the project costs for the Alternate Building as identified in building permits issed by the City; b) the fair marked value of the Alternate Building, as determined by an appraiser licensed in the State of Idaho; or c) the assessed value, as determined by the Ada County Assessor.

8.3 Developer shall pay, when due, all personal and real property taxes for the Parking Garage and Hotel or Alternate Building (if applicable) while it owns the Parking Garage and Hotel or Alternate Building during the Term.

9. DEFAULT

9.1 Events of CCDC Default. At any time during the Term of this Agreement, if CCDC shall:

9.1.1 fail to pay when due any installment of any sum herein specified to be paid by CCDC on or before its due date following notice or demand in writing by Developer to CCDC and CCDC's failure to cure said non-payment within thirty (30) days of receipt of such notice; or

9.1.2 fail to timely observe or perform CCDC's other covenants, agreements or obligations hereunder within thirty (30) days following written notice delivered to CCDC, which notice shall specify the matter(s) then in default; provided that additional time reasonably required to cure the matter(s) in default shall be

allowed so long as CCDC is diligently pursuing all actions required to cure the matter(s) for which a default is claimed under this subsection (b), the same shall constitute a default by CCDC of this Agreement.

9.2 Remedies after CCDC Default. In the event of a default by CCDC, Developer, shall have the following remedies:

9.2.1 Termination of Agreement. Developer shall have the immediate right, but not the obligation, to terminate this Agreement and all rights of CCDC hereunder by giving CCDC written notice of Developer's election to terminate. In the event that Developer shall elect to so terminate this Agreement, Developer shall be entitled to recover the prorated amount owed by CCDC to Developer as of the date of such termination, all costs and expenses for enforcing termination of the CCDC Parking Permits purchased under this Agreement, and reasonable attorney's fees in connection with such termination. In such event, CCDC shall receive a refund of any fee amounts that were prepaid for periods occurring after the date of such termination.

9.2.2 Maintain Agreement. Developer shall have the right to maintain the Agreement and CCDC shall continue to owe all sums due hereunder as they become due and, without limiting the foregoing, in the event that CCDC's default is due to the lack of payment of any sum hereunder, Developer may retain any sums collected by the resale of the CCDC Permits until the default is cured.

9.2.3 Other Remedies. Any other right or remedy available to Developer under this Agreement, at law or in equity.

9.3 Developer's Default and Termination by CCDC. If Developer fails to perform any of its obligations under this Agreement, and said failure continues for a period of thirty (30) days following the delivery by CCDC to Developer of a written notice specifying in reasonable detail the matter(s) claimed to be in default, such shall constitute a default by Developer under this Agreement, provided, that additional time reasonably required to cure the matter(s) in default shall be allowed so long as Developer has commenced and is diligently pursuing all actions required to cure the matter(s) for which a default is claimed under this Section 9.3. If Developer fails to cure or commence the curing of the default within the time herein provided, then CCDC's obligations (including but not limited to any obligation to purchase the CCDC Parking Permits or make any payments for any parking permits) under this Agreement shall be stayed until such time as the default is cured. Any stay of CCDC's obligations shall not extend the term of this Agreement. Upon cure of the default, Developer shall not be entitled to seek payment for any amounts that would have been owed by CCDC for the purchase of the CCDC Parking Passes during the time of such stay. **Provided, should Developer default or otherwise fail to meet its obligations under Section 8, Developer shall not be entitled to any time to cure such a default and CCDC may terminate this Agreement effective immediately upon such default by Developer of any of its obligations under Section 8**. In the event of termination of this

Agreement under this Section 9.3, CCDC shall receive a refund of any amounts that were prepaid for CCDC Parking Permits for periods occurring after the date of such termination. In the event that CCDC shall elect to so terminate this Agreement, CCDC shall be entitled to recover all costs and expenses for enforcing termination of the CCDC Parking Permits purchased under this Agreement.

10. NO WAIVER

10.1 The failure of Developer or CCDC to seek redress for violations or to insist upon the strict performance of any covenant or condition of this Agreement shall not be deemed a waiver of such violation or of any future similar violation and the waiver by Developer or CCDC of any breach shall not be deemed a waiver of any past, present or future breach of the same or any other term, covenant or condition of this Agreement.

11. ASSIGNMENT OF AGREEMENT

11.1 CCDC Assignment. CCDC shall not assign or otherwise transfer this Agreement or any of its rights under this Agreement without the prior written consent of Developer in each instance.

11.2 Transfer of Developer's Interest. In the event of a sale or conveyance by Developer of the Parking Garage, other than a transfer for security purposes only, Developer shall be relieved from all obligations and liabilities accruing thereafter on the part of Developer, provided that any funds in the hands of Developer at the time of transfer in which CCDC has an interest, shall be delivered to the successor of Developer, and provided that Developer presents CCDC with adequate documentation to establish that the transferee has assumed any and all of Developer's obligations and/or duties under this Agreement. CCDC agrees to attorn to the purchaser or assignee provided such adequate documentation is presented. If Developer does not provide CCDC with such documentation, then CCDC has the right to terminate this Agreement and be entitled to a refund as set forth in Section 8.3 of this Agreement.

11.3 Developer shall not assign or otherwise transfer this Agreement or any of its rights under this Agreement without the prior written consent of CCDC in each instance. Provided, CCDC shall agree to any assignment of Developer's rights and obligations under this Agreement to any lender financing the construction of the Parking Garage, the Hotel, or the Alternate Building so long as such assignment shall be for purposes of securing performance in the construction and development of same.

12. NOTICES

12.1 Any notice, payment or demand given under the terms of this Agreement shall be deemed given and delivered when it is in writing and personally delivered or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested and

addressed to the party at the address set forth below. Until changed by notice in writing, notices, payments, demands and communications shall be addressed as follows:

Developer:
Front Street Development, LLC
Clay Carley
106 North 6th Street, #M2
Boise, Idaho 83702
claycarley@oldboise.com

With copy to:
deChase Miksis Development
Dean Papé
P.O. Box 733
Boise, Idaho 83701
dean@dechase.com
208-830-7071

CCDC:
Capital City Development Corporation
John Brunelle
121 N. 9th Street
Boise, Idaho 83702
jbrunelle@ccdcboise.com
208-364-4264

Either party may by written notice to the other designate a new or additional address to which notices, payments, demands or communications may be mailed.

13. MISCELLANEOUS

13.1 Succession. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties.

13.2 Attorneys' Fees and Costs. If either party shall default under this Agreement and said default is cured with the assistance of an attorney for the other party, as a part of curing said default, the reasonable attorneys' fees incurred by the other party shall be added to the balance due and payable or, in the case of a non-monetary default, shall be paid to the other party upon demand. In the event suit or action is filed by either party against the other to interpret or enforce this Agreement, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including attorneys' fees incurred therein, including the same with respect to an appeal.

13.3 Limitation of Developer's Liability. The obligations of Developer under this Agreement do not constitute personal obligations of Developer or its successors or assigns and CCDC shall look solely to the real estate that is the subject of this Agreement and to no other assets of Developer or its successors or assigns for satisfaction of any liability under this Agreement.

13.4 Severability. If any term or provision of this Agreement shall be determined by a Court to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties that if any provision in this Agreement is capable of two constructions, then the provision shall be interpreted to have the meaning which renders it valid.

13.5 Section Headings. The section headings, title and captions used in this Agreement are for convenience only and are not part of this Agreement, nor alter, vary or change any of the terms, conditions or provisions of this Agreement.

13.6 Entire Agreement. This Agreement, including the exhibits attached hereto, contains the entire agreement between the parties as of the date of this Agreement and the execution hereof has not been induced by either party or any agent of either party, by representations, promises, undertakings not expressed herein. There are no collateral agreements, stipulations, covenants, promises, inducements or undertakings whatsoever between the parties concerning the subject matter of this Agreement which are not expressly contained herein.

13.7 Choice of Law. This Agreement shall be interpreted by and according to the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction over any dispute regarding this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be hereto signed by their duly authorized officer on the date hereinabove first written.

_____, 2018

AGENCY

THE URBAN RENEWAL AGENCY OF
THE CITY OF BOISE, also known as
CAPITAL CITY DEVELOPMENT CORPORATION

_____

John Brunelle, Executive Director

_____, 2018

DEVELOPER

Front Street Development, LLC, an Idaho limited liability company

By _____
[Print name]_____
It's **Manager**

Exhibit A
Property Description

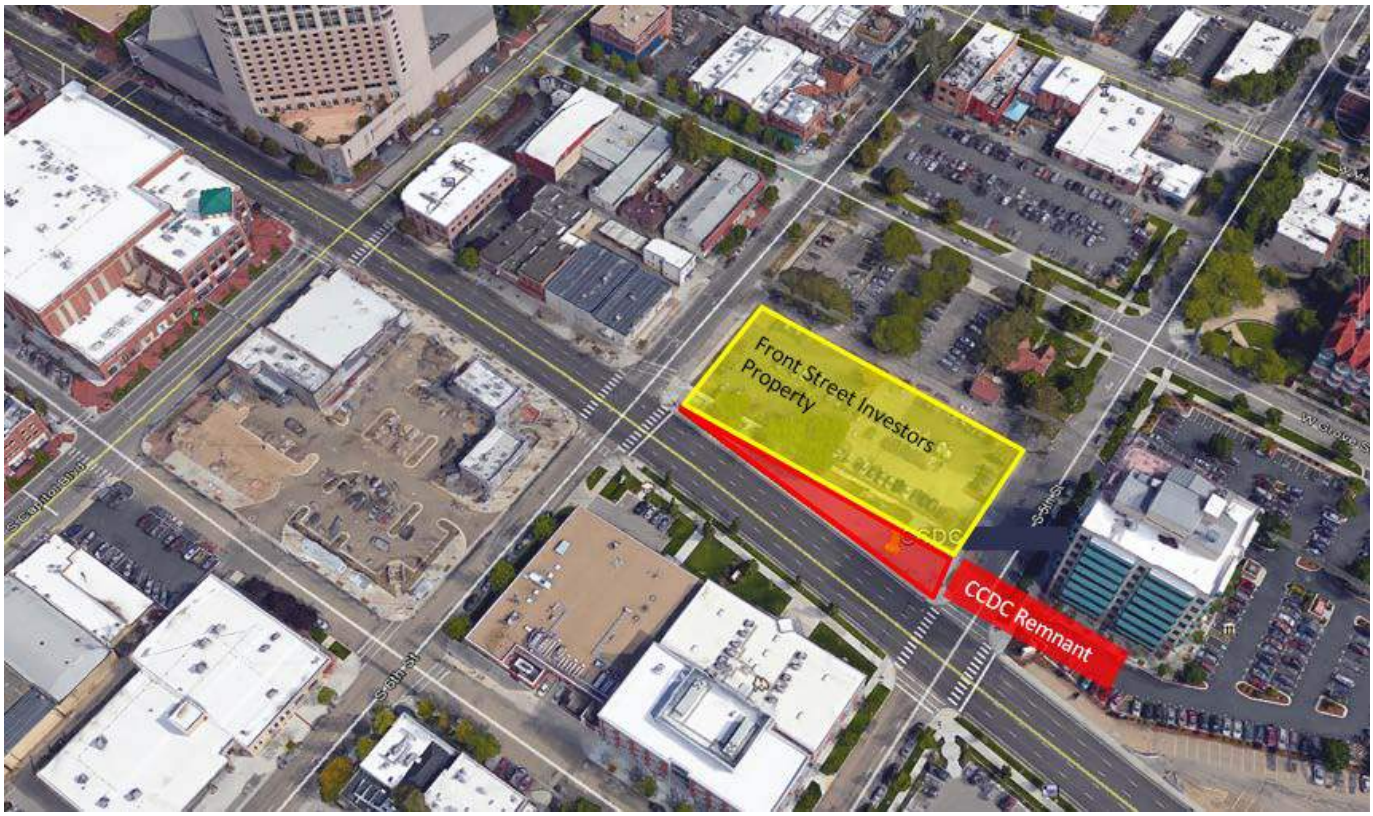


Exhibit B
[List of Parking Pass Customers Not Subject to Sell First Obligation]

EXHIBIT B
PARKING PERMITS SECURED BY DEVELOPER

Number of Permits	Company	Individual
1	A10 Capital	
5	Ahrens DeAngeli Law Group	
3	Alliance Title & Esrow	
6	Anderson, Julian & Hull LLP	
2	Bandana	
1	Barbiere DeVino	
2	Basque Market	
2	Behavior Imaging Solutions	
1	Cardinales Salon	
7	ChigBrow Ryan	
4	City Center Wines	
8	Converge One	
1	Eagle Home Mortgage	
1	Fifth Street Salon	
14	First to File	
2	Flavors	
1	Front Street Broker	
1	Go Out Local	

2	Great Western Barbecue	
1	Hannahs	Todd
6	Idaho Blueprint & Supply	
1	Idaho Independent Living	
1	Jimmy Johns	
1	Morgan Stanley	Drew Cadwell
1	Morgan Stanley	John Gwin
1	Live Well	Rick
1	Perpetua Group	
1	Silly Birch	
1	Strategies 360	Kyla
1	Taxi	
4	T-Challenger Inc	
7	The Reef	
32	Thornton Oliver Keller	
3	Tom Graineys Inc	
2	Waffle Me Up	
4	Wall 2 Wall Flooring	
1	Western Building Maintenance	
1	Whiskey Bar	
1	Wiseguy	
7	Zasio Enterprises	

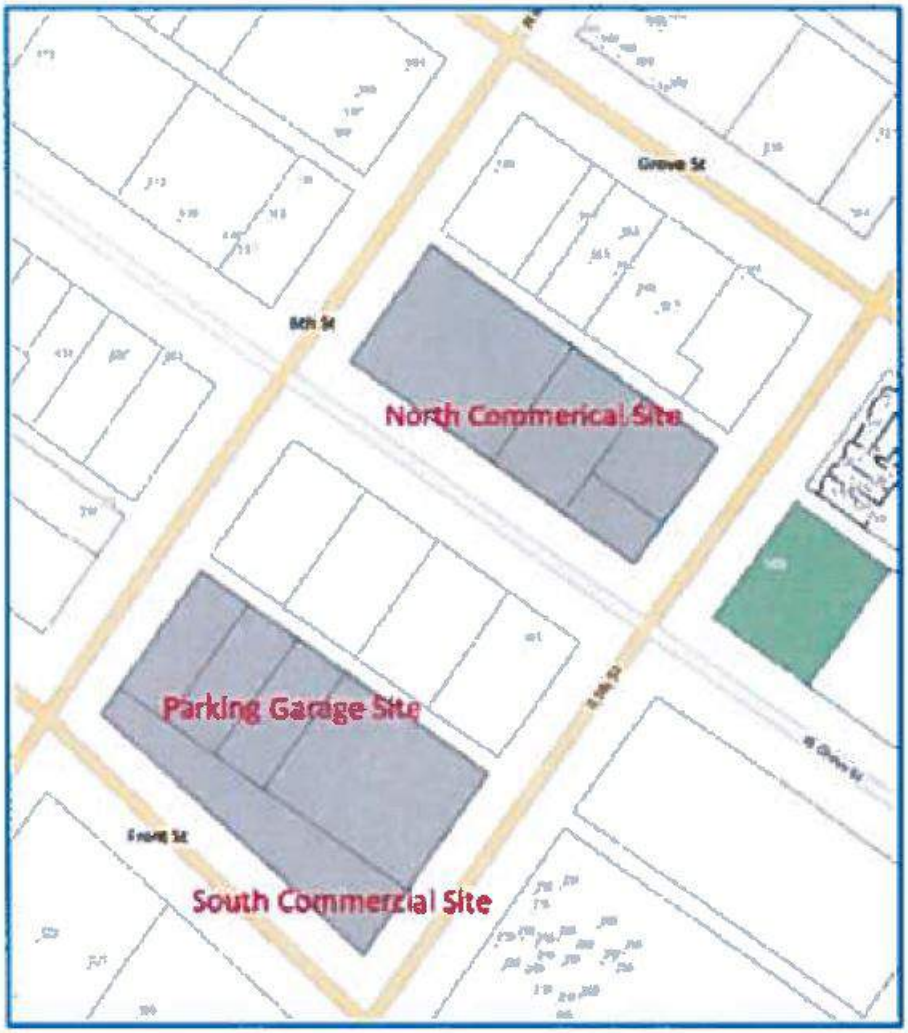
1		Adres Corona
1		Alicia Ralston
1		Alidjani Law
1		Andrew Hoobing
1		Ann McFarland
1		Anna Arrants
1		Ashley Sumpter
1		Ben Lattin
1		Benn Brocksome
1		Brenda Cortez
1		Brett Kennedy
1		B. Blakeslee
1		Chris di lucca
1		Courtney Hornsby
1		Courtney Paul
1		Daniel Brouwer
1		Daniel Jang
1		Dave Brown
1		Dave Dunn
1		Elena Langan
1		Emily Despain
1		Erika Akin

1		Evan Reed
1		Fideli Mehmedovic
1		Holly Loomer
1		Jamie Montz
1		Jared Smart
1		Jared Waters
1		Jasmine Lohanuwat
1		Jason Freeman
3		Jason Stephens
1		Jennifer Pugh
1		Jennifer Shrum
1		Jessica Murphy
1		Jesus Alcelay
1		Joel Woodruff
1		John Richardson
1		Josh Ockerse
1		Julianne Lostra
1		Katherine Sirokman
1		Kathleen Graham
1		Kelsey Manweiler
1		Kim Smith
1		Kimberley Irby

1		Krystal Plocher
1		Kylea Peart
3		Layne Davis Walker
1		Liesle R Jensen
1		Lisa Norton
1		Liz Ryan
1		Lori Stacy
1		Mary Hansen
1		Matt Cooper
1		Megan Cox
1		Meredith Drake
1		Michael Thompson
1		Mickey Wilson
1		Mustafa Alljarh
1		Nastassja Mclean
1		Nathan Kramer
1		Patrick Loutin
1		Patrick Meuleman
1		Peter Davidson
1		Rebecca Lombardi
1		Rhonda Clements
1		Sara Murray

1		Scott Baird
1		Shawna Menchaca
1		Stephanie May
1		Talia Spencer
1		Todd(Hannahs)
1		Tom Concannon
1		Tom Grainey- Amber Hazen
1		Tony Eiguren
1		Trent Kaylor
1		Tyler Beck
1		Tyler Canning
1		Wendy Dunn
224	TOTAL	

Exhibit C
[Depiction of Alternative Building Site]



AGENDA BILL

Agenda Subject:	Date:
Capitol & Front Garage Disposition RFP update and Approve Process	May 14, 2018

Staff Contact:	Attachments:
Laura Williams	1) Garage Site 2) Garage Photos 3) Request for Proposals from Interested Buyers

Action Requested:
Approve the updated disposition process for the Capitol & Front garage and authorize the Executive Director to begin negotiations with interested parties on the open market.

Background:

At the March 12 Board Meeting, the CCDC Board of Commissioners approved the draft Request for Proposals (RFP) and the public process to dispose of the Capitol & Front ParkBOI garage. On April 10, CCDC published the RFP on the CCDC website and notified pre-identified interested parties. Though staff received inquiries about the RFP, no proposals were submitted to CCDC by the due date on April 30. Because CCDC did not receive any proposals, the Board must now consider next steps in the process. It is still staff's recommendation to dispose of the garage from the ParkBOI system, as the initial redevelopment goals have been achieved, and funds from a disposition can be used to catalyze new redevelopment projects.

An urban renewal agency may dispose of real property in an urban renewal area to private persons only under such reasonable competitive bidding procedures as it shall prescribe or as provided in Idaho Code § 50-2011. Because this property is already developed, CCDC adopted an alternative process for disposition by which it sought competitive bids pursuant to an RFP process as approved by the Board. The RFP with a minimum purchase price was an attempt to receive proposals from any interested parties. Staff has consulted with Agency legal counsel, and after completing the RFP process with there being no responses submitted, a legally appropriate next step is to begin open market negotiations with interested parties. While the Urban Renewal Law does not provide any guidance, the Idaho Code does allow a city to, after going through a process by which the city sought bids on property and received no responses, to sell such property as it deems in the best interest of the city. Idaho Code § 50-1403(1). Agency staff is requesting the Board approve a process to dispose of the Capitol and Front ParkBOI garage in a manner that is in the best interest of the Agency and the public. In this process, the Executive Director and members of Executive Committee with support from staff will act in the best interests of the agency to identify an interested buyer willing to pay a negotiated price for the garage. Executive Director and Executive Committee will identify the most suitable buyer, whose goals best align with those of CCDC and the City.

Any potential sale will still be subject to the restrictions already in place for operations of the garage as determined in several agreements. For example, the Grove Hotel has a right to pay to use some amount of spaces in the garage for its guest's valet and self-parking, however no prices are stipulated. Additionally, Boulevard Two Fifty Five condominiums, located on the upper levels of building, has an existing lease agreement for 21 spaces for the condominium owners and no prices are stipulated. Lastly, CCDC currently offers Century Link Arena special-rate event parking for their season ticket holders, however this is not a contractual obligation.

Process

- Executive Director and/or Executive Committee members will contact known interested parties to see if they are still interested in purchasing the garage and can provide interested parties a set of criteria similar to the RFP to describe the best interests of the Agency.
- Executive Director and/or Executive Committee members will negotiate with interested parties to find highest price and party which best meets the interests and goals of CCDC and the City, such as downtown Boise parking needs/uses
- Executive Director and/or Executive Committee members will negotiate details of Purchase and Sale Agreement and seek Board Approval when terms are agreeable

Garage Stats

- Formerly Boulevard Garage
- Located underground on the southeast corner of The Grove Plaza
- Completed in 1998 as part of a 1996 Development Agreement with Block 22, LLC (included CenturyLink arena and the Grove Hotel)
- 207 Spaces
- 40 triple stack
- 30 double stack (tandem)
- Accounts for 5% of ParkBOI revenue

Fiscal Notes:

There are budgeted funds for legal fees associated with the disposition of Capitol & Front Garage. Staff intends to close on the sale not later than the end of this fiscal year. The net parking income to the parking system will be reduced by approximately $200,000 a year which comprises about 5% of the ParkBOI system revenue.

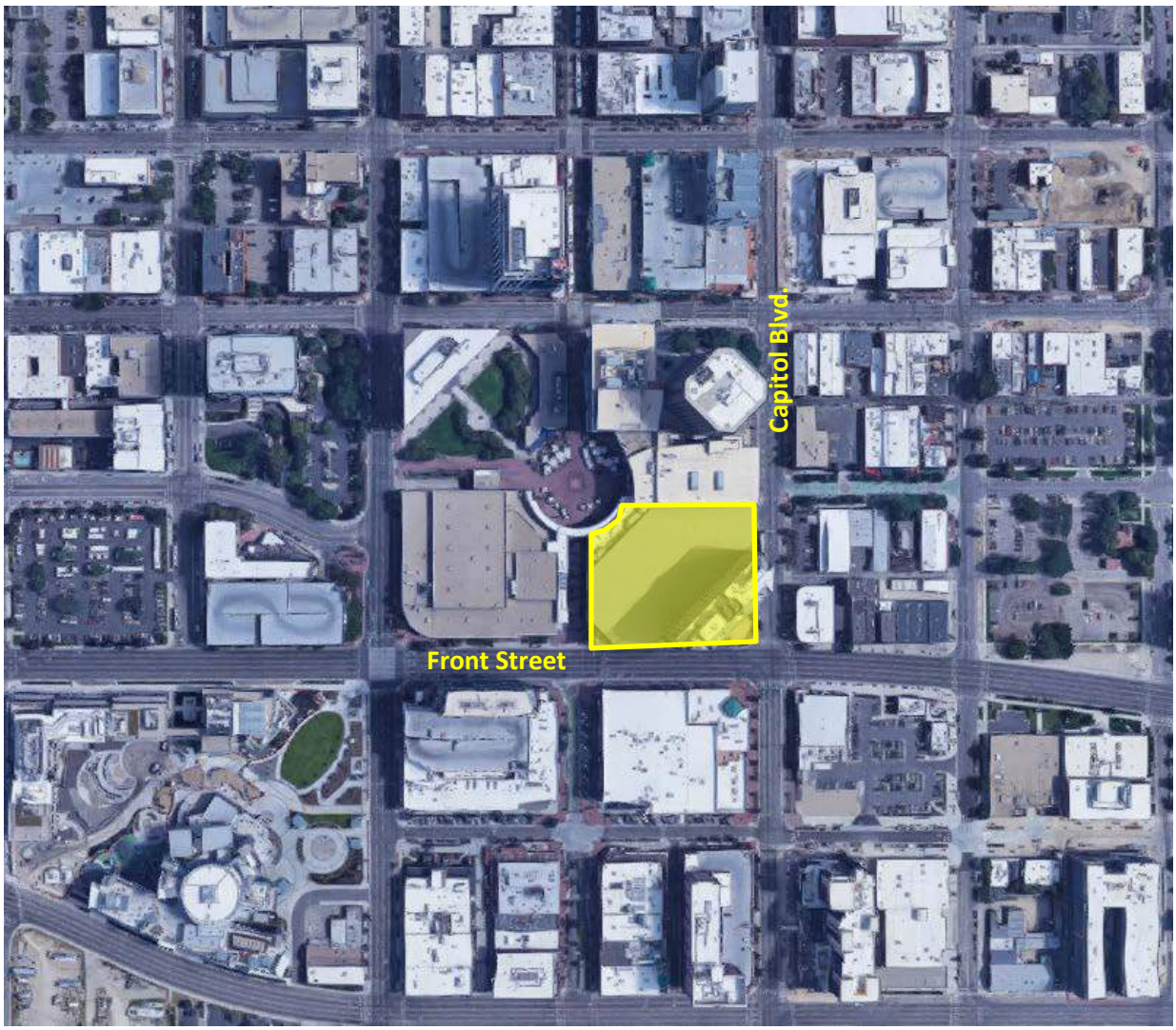
CCDC intends to use the revenue from the sale to invest in a new parking facility in the River Myrtle District, most likely in the south 8th Street area.

A bond was originally issued to pay for the acquisition of this parking garage. This bond has been paid for in full and no debt service remains; however, the garage revenue is pledged as part of the public parking system for other bond payments on other parking garages in the system. The bond covenants set out the requirements for disposition of any parking facility in the system. Because the revenue generated by this garage is not a substantial portion of the total system revenue, the disposition of this garage complies with the bond covenants.

Staff Recommendation:
Approve the updated disposition process for the Capitol & Front garage and authorize the Executive Director to begin negotiations on the open market with interested parties.

Suggested Motion:
I move to approve the updated disposition process for the Capitol & Front garage and authorize the Executive Director to begin negotiations on the open market with interested parties.

Attachment 1: Garage Site



Attachment 2: Garage Photos



Subject entry off of Capitol Blvd



Street scene looking along Front Street



Entry Ramp



Subject entry with rates



View toward former attendant booth near entry



Central hotel elevator lobby view



Interior core parking space view



Interior view



Interior path



Interior ceiling view



Front tandem parking view



Valet tandem view

Attachment 3: Request for Proposals from Interested Buyers

REQUEST FOR
PROPOSALS FROM INTERESTED BUYERS

CAPITOL & FRONT PUBLIC PARKING GARAGE

(207 UNDERGROUND PARKING SPACES)

BOISE, IDAHO

Minimum Purchase Price: $6,800,000

DUE MONDAY APRIL 30, 2018, 3:00 PM MDT

INVITATION

Capital City Development Corporation ("CCDC") is requesting proposals from interested Buyers ("Respondents") for the purchase of its Capitol & Front Public Parking Garage, formerly known as the Boulevard Public Parking Garage ("Garage"). The Garage is located on the west side of Capitol Boulevard between Main and Front streets in Downtown Boise, below The Grove Hotel, a 17-story mixed use building containing 250 hotel rooms below 20 residential condominiums. The Garage is a unit in the Block Twenty-Two Condominiums established in 1998. CenturyLink Arena, an approximately 6,000 seat multi-use arena and home to the Idaho Steelheads hockey team, is another condominium unit attached to The Grove Hotel building and facing The Grove Plaza. The Garage along with The Grove Hotel were completed in 1998 pursuant to a Disposition and Development Agreement between CCDC and Block 22, LLC. The deadline to submit responses to this Request for Proposals from Interested Buyers (the "Request") is APRIL 30, 2018 by 3:00 p.m. local time.

I. ABOUT CCDC

CCDC is the urban renewal agency for Boise, Idaho. In addition to overseeing four urban renewal districts, CCDC also owns and operates seven downtown public parking garages. Since 1985 CCDC has focused on creating a lively, pedestrian-oriented, mixed-use urban center in downtown that includes office, retail, restaurants, lodging, convention facilities, regional health care, and educational, cultural and entertainment opportunities.

A seven-member Board of Commissioners governs CCDC. The Boise City Mayor appoints the commissioners, subject to City Council confirmation. John Brunelle is CCDC's Executive Director. More information about CCDC is available at www.ccdcboise.com.

II. SUMMARY AND SITE INFORMATION

A. MINIMUM PURCHASE PRICE: SIX MILLION EIGHT HUNDRED THOUSAND Dollars ($ 6,800,000)
B. LOCATION: 245 S. CAPITOL BOULEVARD, BOISE, ID 83702

The garage is a single condominium owned by CCDC within the Block Twenty Two Condominiums located in the heart of Downtown Boise. It is subterranean and is accessed by a single entrance ramp on the western side of Capitol Boulevard between Front and Main Streets. A portion of the Garage is below one quadrant of The Grove Plaza, adjacent to or in close proximity to various downtown amenities, including The Grove Hotel (17 stories with 250 hotel rooms and 20 residential condominiums), US Bank Plaza (19-story office), Wells Fargo Center (11 story office) and Boise Centre (which includes a recently expanded and renovated convention center) and the Basque Block. The Garage includes 207 spaces of which 70 are triple stacked or tandem. The triple stacked spaces have historically been used as valet for The Grove Hotel.

Garage operational equipment included in the sale of the garage includes Scheidt & Bachmann gate arms, computer system, and a pay on foot station. The existing equipment can also be removed if Respondent chooses not to use the system.

Address	245 S. Capitol Boulevard, Boise, ID 83702
Ownership	Capital City Development Corporation
Legal/Tax ID	Condominium Unit 4 as shown on the Condominium plat of Block Twenty Two Condominiums, according to the official plat thereof, filed in Book 75 of Plats at pages 7829 through 7841, as Instrument No. 98015003, and as defined and described in that condominium declaration for Block Twenty Two Condominiums recorded February 20, 1998, as Instrument No. 98015004, official records of Ada County, Idaho. R0998100500
Zoning and Current Use	C-5DDC, Parking Garage Subterranean with 207 public parking spaces existing.



Any sale of the Garage is subject to the terms of the ***Agreement Relating to the Operation, Maintenance, and Management of the Block 22 Public Parking Facility***, executed in 1998 (the "Parking Agreement") and the ***Parking Lease Agreement between the Agency and Block 22, LLC, and the Boulevard Two Fifty Five Condominium Association, Inc***. (the "Parking Lease"). Copies of these documents, and other additional information will be made available on CCDC's website.

Restrictions of Use on the Capitol & Front Garage

1. Subject to the terms of the Agreement Of Operation, Maintenance, and Management of the Block 22 Public Parking Facility
    a. A provision in this agreement requires that any sale of the Garage "include an appropriate covenant that will require the garage to be operated in compliance with the Agency's Public Parking Management Plan." Specifically, the overnight validation program and event parking provisions.
2. Subject to the terms of the Parking Lease Agreement between CCDC and Block 22, LLC, and Boulevard Two Fifty Five Condominiums.
    a. Spaces made available to Hotel guests – not specified, in practice it is the 40 triple stack tandem spaces
    b. 21 Spaces leased to Condo Owners
    c. Storage lockers leased to Condo owners

Broker

CCDC will not be using a broker and will not be responsible for any Brokerage fees incurred by any party.

SUBMISSION PROCESS

III. Registration

Interested Respondents are required to register with CCDC no later than April 20, 2018 at 5:00 p.m. Written registrations should be submitted to Laura Williams by email to lwilliams@ccdcboise.com and include the following information:

- Company Name
- Company Address
- Contact Person
- Phone number
- Email Address

Failure to register by submitting written notice shall waive any obligation on behalf of CCDC to provide notice of any alterations in the RFP process and/or responses to questions concerning the RFP process. A submission from a Respondent that has not registered may not be accepted. Each Respondent bears all responsibility for obtaining confirmation from CCDC that Respondent has been listed as a registered Respondent.

IV. Proposal Submission

Proposals must be received by CCDC by **3:00 p.m. local time, April 30, 2018**. The submission package must be sealed and plainly marked for delivery as follows:

Capital City Development Corporation
Attn: Laura Williams
121 N. 9th Street, Suite 501
Boise, Idaho 83702

Indicate "**CAPITOL & FRONT PARKING GARAGE RFP**" on the outside of the package.

Sign your proposal. UNSIGNED PROPOSALS WILL NOT BE ACCEPTED. Late or incomplete submissions will not be accepted. Email or fax submissions will not be accepted. DO NOT FAX OR EMAIL YOUR PROPOSAL.

Respondent assumes full responsibility for the timely delivery of its proposal package to CCDC. Respondent will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of CCDC and will not be returned.

Modification or Withdrawal of Proposal
A proposal may be modified or withdrawn by the Respondent prior to the submission deadline set forth in this RFP. After the submission deadline, the submitted proposal shall remain in effect for a minimum of 90 days for evaluation purposes.

REQUIRED CONTENT, EVALUATION, AND SELECTION

V. Required Submission Materials

The Proposal format described here is meant to allow uniform review and easy access to information by the review committee. Proposals not conforming to the requested format or not in compliance with the specifications may be considered non-responsive.

SUBMITTAL PACKAGES MUST INCLUDE:

- Submittal Cover Sheet (*attached to this RFP as Exhibit A*)
- Required Acknowledgement & Release (*attached to this RFP as Exhibit B*)
- ONE (1) signed original proposal
- ONE (1) flash drive or ONE (1) compact disk with a digital (PDF) version of the entire proposal.

PAGE LIMIT: Not including the Submittal Cover Sheet and the Required Acknowledgement & Release, proposals shall not exceed 10 pages. Double-sided printing is acceptable.

Submittal Format

Proposals must include the following information in the sequence set forth below.

1. **Submittal Cover Sheet (Exhibit A)**
2. **Required Acknowledgement & Release (Exhibit B)**
3. **Detailed Proposal – organized as outlined with all the following information:**

1. General information. Provide a detailed response, in the order listed, to the following.

    a. Describe how your proposal for Garage use will impact the current users of the Garage?

    b. Describe how your proposal for Garage use will help advance economic vitality in downtown Boise?

    c. Include an overview of your proposed Parking Management Plan describing operations, pricing, and how the proposal will take into account the parking needs of adjacent public and private development and the existing lease arrangements with The Grove Hotel.

    d. Describe your experience with and understanding of the downtown Boise business community and experience working with the public and private sectors in Boise.

    e. Describe your experience in operating or owning a parking structure and demonstrated ability to do so in a safe and secure manner.

2. Proposed Financial Terms. Prepare and include the following information:

    a. Purchase Price (in numbers)
    b. Purchase Price (in words)
    Must meet or exceed the Minimum Price (as defined in Section II above).

    c. Initial Deposit Money aka Earnest Money (in numbers)
    d. Initial Deposit Money aka Earnest Money (in words)

    If Respondent is awarded the proposal the earnest money shall be deposited within 5 business days of CCDC Board Approval and will go towards purchase price. The initial deposit is refundable, should a final sale be terminated.

    e. Describe Respondent's financial capacity and ability to finance with investors and/or lenders. Include documentation of Respondent's financial capacity and/or any commitment letter from lenders as indications of proof of financial capability. Please submit these as separate documents, they will not be included in the 10 page maximum.

3. Other Terms. Include the following information in proposal:

    a. Proposed timeline for taking occupancy of the Garage.

b. If earliest proposed closing date is not prior to September 30, 2018, provide an explanation as to why closing could not occur prior to September 30, 2018.

c. Requested Title Company and Officer

4. References.
   Provide three (3) references that can speak to Respondent's abilities and competence in relation to parking garage operations, business acumen and commitment to downtown Boise.

   Include Names, company, addresses, phone numbers, email addresses, and brief description.

VI. SELECTION PROCESS

CCDC shall conduct a three-step process for evaluation and selection the proposal that best meets the priorities of this RFP. CCDC's final decision concerning selection of the best proposal will be based on a collective assessment of the proposal in light of the criteria contain in this RFP and shall be in CCDC's unfettered discretion.

Step 1. Request for Proposals

The Request for Proposal will be publically noticed in the *Idaho Statesman* newspaper and posted on the CCDC website. Proposals must be received by **Monday**, **April 30, 2018 by 3:00 pm**, local time.

Proposals will not be accepted after the Submission Deadline.

Step 2. Evaluation and Award of Proposals

A subcommittee will meet and review the proposals. Proposals will be considered by CCDC Board of Commissioners at a scheduled board meeting. Respondents will be notified of the meeting date and time and may have an opportunity to make a brief presentation to the CCDC Board.

CCDC will evaluate the proposals using the following criteria:

a. How the proposed use of the Garage impact the current uses of the Garage;
b. How the proposed use will help advance economic vitality in the downtown Boise area;
c. The Respondent's Parking Management Plan including how well the proposed use takes into account the parking needs of adjacent public and private development and the existing lease arrangements with The Grove Hotel;
d. The Respondent's experience with and understanding of the downtown Boise business community and experience working with the public and private sectors in Boise;

e. The Respondent's experience in operating or owning a parking structure and demonstrated ability to do so in a safe and secure manner;
f. The Respondent's willingness to purchase the Garage for an amount that meets or exceeds the stated minimum purchase price;
g. The Respondent's ability to purchase in terms of financial capacity (with or without investors or lenders); and
h. Respondent's ability to close in a timely manner.

Step 3. Purchase and Sale Agreement

Upon selection and approval of a proposal by the CCDC Board, staff will negotiate a Purchase and Sale Agreement (PSA) with the Respondent. A sample Purchase and Sale Agreement is provided in reference documentation to this RFP.

Any due diligence Respondent deems necessary, must be completed by the Respondent within 60 days of the award. Any surveys, reports, or studies done during due diligence will be the responsibility of the Respondent to obtain and pay for, CCDC will supply necessary site use approvals.

VII. REQUEST CONTACT INFORMATION

Respondents may contact the Project Manager, Laura Williams, about this Request for Proposals at lwilliams@ccdcboise.com no later than April 23, 2018 at 5:00 PM.

All questions submitted to CCDC will be shared with responses on the CCDC website. It is the Respondent's responsibility to check the website for updated question and answer information. Questions and responses of any one Respondent, which CCDC deems may affect or cause an ambiguity in proposal responses, will be made available to all Respondent's by addendum. Addenda will be made available by way of the CCDC website: www.ccdcboise.com. It is the Respondent's responsibility to check for addenda prior to submitting a submission package. Respondents are requested to acknowledge all addenda in the space provided on the Submittal Cover Sheet. No addenda will be issued fewer than four (4) business days before the submission deadline unless the deadline is extended.

VIII. PUBLIC NATURE OF SUBMISSIONS

CCDC is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Idaho Code § 74-101 through §74-126. The Public Records Act contains certain exemptions – including an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique, or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in a proposal are not trade secrets.

If any Respondent claims any part of a proposal is exempt from disclosure under the Idaho Public Records Act, the Respondent must: 1.) Indicate by marking the pertinent document

"CONFIDENTIAL"; and, 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire proposal as "Confidential" is not in accordance with Idaho Public Records Act and will not be honored.

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

IX. CCDC DISCRETION AND AUTHORITY, DISCLAIMERS

CCDC may terminate this RFP process at any time for any reason with no requirement to disclose its reasoning.

CCDC also reserves the right to reject any proposal at any time, or to terminate any negotiations initiated subsequent to this RFP being issued.

CCDC may change any part of this RFP process at any time for any reason.

CCDC may accept such proposals as it deems to be in the public interest and furtherance of the purposes of the Idaho Urban Renewal Law, the River Myrtle-Old Boise Urban Renewal Plan. CCDC may also reject any or all proposals and proceed with additional selection processes or none at all. The CCDC Board of Commissioners will determine the proposal that best meets the priorities set forth in this Request for Proposal based on the information submitted in the responses and any follow up presentations.

CCDC retains the discretion to consider the Proposals and select the Proposal that will best serve the city of Boise, as determined by CCDC.

The issuance of this Request for Proposals and the receipt and evaluation of proposals does not obligate CDCC to select a proposal and/or enter into any agreement. A proposal submitted in response to this RFP does not constitute business terms under any eventual agreement. CCDC will not pay any costs incurred in responding to this RFP.

X. EXHIBITS

A. Submittal Cover Sheet (Required)
B. Acknowledgment & Release (Required)

XI. ADDITIONAL INFORMATION / REFERENCE DOCUMENTATION AVAILABLE ON WEBSITE OR BY REQUEST

1. Site Map
2. Condominium Declarations

3. Existing Leases/ Agreements known to CCDC
4. CCDC Parking Management Plan
5. Value Consulting Letter
6. DRAFT Purchase and Sale Agreement
7. Revenue and Expenses Financial Information
8. Preliminary Research Report (Preliminary Title Report)
9. Contact information for Block Twenty-Two Condominiums

These documents can be accessed on the CCDC website at this link:
http://www.ccdcboise.com/development/rfps/capitol-front-garage/

EXHIBIT A

SUBMITTAL COVER SHEET
FOR RFP: CAPITOL & FRONT PARKING GARAGE
(REQUIRED FOR SUBMISSION)

TO: Capital City Development Corporation
Attn: Laura Williams, Project Manager
121 N. 9th Street, Suite 501
Boise, Idaho 83702

Company Name: _____

Contact Person: _____

Mailing Address: _____

_____

Physical Address: _____

_____

Telephone: _____ Fax: _____

E-mail Address: _____

The following Addenda have been received:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

AUTHORIZED SIGNATURE: **X**_____

Print Name / Title: _____

Date: _____

END OF EXHIBIT A

EXHIBIT B

ACKNOWLEDGEMENT AND RELEASE
FOR RFP: CAPITOL & FRONT PARKING GARAGE
(REQUIRED FOR SUBMISSION)

The undersigned ("Respondent"), on behalf of Respondent and all participants and parties included or subsequently added in/to Respondent's team, has read this Acknowledgment and Release and fully accepts the Capital City Development Corporation's ("CCDC") discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC's decision to proceed with a selection process by issuing the Request for Proposals from Interested Buyers for the sale of the Capitol & Front Public Parking Garage (the "Request"). Capitalized terms not defined herein shall have the meaning ascribed in the Request.

Respondent accepts and agrees to the terms and conditions as described or as may be modified as well as the following:

1. CCDC reserves the right in its sole discretion and judgment, for whatever reasons it deems appropriate and at any time:
   a. To suspend or modify any part of the selection process or terminate the Request at any time for any reason with no financial or other obligation to Respondent.
   b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to the Request and to ascertain the depth of Respondent's capability and desire to purchase the Capitol & Front Public Parking Garage;
   c. Waive any formalities or defects as to form, procedure, or content with respect to its Request and any proposal by any respondent;
   d. Accept or reject any proposal or part thereof received in response to the Request, including any statement submitted by the undersigned, or select any one proposal over another;
   e. Accept or reject all or any part of any materials, plans, proposals or statements included in a proposal, including, but not limited to, the nature and type of proposal.

2. CCDC is governed by Idaho Code as provided by Title 50, Chapter 20, and Title 50, Chapter 29 and other state and federal regulations that may apply, and Respondent acknowledges that the Request selection process and any assistance in the sale of the Capitol & Front Public Parking Garage from CCDC must conform to all applicable laws, rules and regulations.

3. CCDC may, in its discretion, conduct public hearings during the Request selection process that would require disclosure of the Respondent's proposal and related details to the public and the media.

4. CCDC may accept or reject any proposal or statement and/or information received in response to the Request, including any proposal, statement, or information submitted by the undersigned, or select one Respondent over another.

5. Respondent understands that by responding to the Request, its proposal may be subject to review and comment by CCDC staff and consultants.

6. Respondent agrees to waive any formalities or defects as to form, procedure, or content with respect to the Request and any responses by any respondent thereto.

7. Respondent consents to the acquisition of information by CCDC in conjunction with this Request, and waives all claims, and releases CCDC from any liability in the acquisition of this information and use of this information.

8. Respondent agrees that CCDC staff, officers or commissioners shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decisions made at the discretion of CCDC with respect to the Request.

9. Non-Liability of CCDC. Respondent agrees that CCDC shall not have any liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above. Respondent hereby waives any claims against CCDC arising out of the selection of the Respondent to purchase the Capitol & Front Public Parking Garage or decision to not select any Respondent and to terminate this RFP process.

10. Respondent, including all of its team members, have carefully and thoroughly reviewed the Request and have found the Request and all attachments thereto to be complete and free from ambiguities and sufficient for their intended purpose.

11. Respondent participates in the Request process at its own risk.

Company Name: _____

AUTHORIZED SIGNATURE: **X** _____

Print Name / Title: _____

Date: _____

End of Exhibit B

AGENDA BILL

Agenda Subject: Resolution #1550 - Central District Geothermal Type 4 Agreement with City of Boise	**Date:** May 14, 2018
Staff Contact: Doug Woodruff	**Attachments:** 1) Resolution 1550 2) Union Block Geothermal Project Type 4 Participation Agreement
Action Requested: Adopt Resolution #1550 approving the Union Block Geothermal Project Type 4 Participation Agreement	

Fiscal Notes:
The Union Block Geothermal Project Agreement's payment obligation shall not exceed $200,000 or 100% of the total costs billed by CCDC's contractor, whichever is less. The Central District GL account sufficiently funds this Agreement.

Background:
In 2017, a group of stakeholders facilitated by City of Boise and CCDC staff created a vision to improve and activate Freak Alley and Union Block Alley. CCDC is presently constructing the public improvements envisioned in the alleys. Among several building owners concurrently making private investments that help accomplish the Alley placemaking vision, the Union Block Building owner is consolidating trash into the adjacent parking garage and renovating the Union Block Building's basement from utility/storage space into occupy-able commercial space. This project exemplifies how CCDC's key strategies -- placemaking, public infrastructure, and economic development – can be most effective when implemented together.

City of Boise's geothermal system relies on a main line that runs through the Union Block Building basement. This segment of main line services three buildings—Idaho Building, Fidelity Building and Union Block Building. The Union Block Building owner proposed burying the main line under the basement floor during the building renovation project. This proposal spurred further analysis by Public Works of the system in this area.

Public Work's analysis determined that the main line should be relocated to the public right of way, instead of buried underneath a building on private property, and, that upsizing the main line during the relocation will have long term benefits for system operation and future expansion. However, funding to make these system improvements is not available at this time in the Public Works capital improvements budget.

Upon request from Public Works for support with this public infrastructure project, Agency staff negotiated the Type 4 Agreement. The agreement provides some funding for the improvements and also delivers the improvements, on behalf of Public Works, via CCDC's Construction Management/General Contractor (CM/GC) Central District Public Improvements agreement.

Upon Board approval of the Geothermal Agreement, Public Works will provide the Agency and its CM/GC, Guho Corp, with construction-ready drawings. Guho Corp will follow public procurement procedures in procuring all necessary labor and materials. Agency staff will bring Guho Corp's proposed Guaranteed Maximum Price to the July 2018 Board Meeting for consideration. If approved, the geothermal public improvements will be constructed and completed before September 30, 2018.

Staff Recommendation:
Staff recommends the Agency's Board find the Union Block Geothermal Project in the best interest of the public and the Agency, and approve Resolution #1550.

Suggested Motion:
I move to adopt Resolution #1550, approving the Union Block Geothermal Project Type 4 Participation Agreement.

RESOLUTION NO. 1550

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

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

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

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

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

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

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

WHEREAS, the Agency and the City desire to remove certain geothermal main lines from private property and construct improved, higher-capacity lines within the Idaho Street public right-of-way (the “Geothermal Project”); and,

WHEREAS, in conjunction with other transformative improvements and enhancements presently being made by the Agency to the Central District, the Geothermal Project will contribute to enhancing and revitalizing the district before it closes or "sunsets" on September 30, 2018; and,

WHEREAS, the Agency and the City have determined that it is in the public interest to coordinate the Geothermal Project construction work by using the Agency's Construction Manager contracted and mobilized for the Central District Public Improvements Project; and,

WHEREAS, the Board of Commissioners finds it to be in the best public interest to approve the Agreement and to authorize the Executive Director to execute same.

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

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

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

Section 3: That the Executive Director of the Agency is hereby authorized to enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the May 14, 2018, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on May 14, 2018. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on May 14, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Dana Zuckerman, Chairman

ATTEST:

BY: _____
David H. Bieter, Secretary

CAPITAL CITY DEVELOPMENT CORPORATION

CITY OF BOISE CITY, IDAHO

TYPE 4 PARTICIPATION AGREEMENT
CAPITAL IMPROVEMENT REIMBURSEMENT

UNION BLOCK GEOTHERMAL PROJECT

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

RECITALS

A. The Parties acknowledge this Agreement is entered into pursuant to the authority granted under Idaho Code § 67-2328 and § 67-2332 for the Parties, as two public agencies, to enter into an agreement whereby CCDC agrees to perform certain services, described herein, for City, and that CCDC has the statutory authority to perform such services within its jurisdiction.

B. The Parties desire to remove geothermal main lines from private property and construct improved and higher-capacity lines within the public right-of-way (the “Geothermal Project”) within an area commonly known as the Union Block (the “Project Site”) in downtown Boise which is depicted on attached Exhibit A.

C. The Project Site is located in the Boise Central Urban Renewal District (“Central District”). In conjunction with other transformative improvements and enhancements being made by CCDC to the Central District, the Geothermal Project will contribute to enhancing and revitalizing the Central District.

D. The Parties have determined that it is in the public interest to coordinate the construction work that will occur as part of the Geothermal Project.

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

F. The Parties have determined that it is in the public interest to enter into an Agreement whereby the Parties agree CCDC’s contractor will construct the Geothermal Project, and CCDC and the City will share the cost of the work as detailed herein to achieve the objectives set forth in the Boise Central District Urban Renewal 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 CCDC and the City (last date signed).

2. **Term.** This Agreement shall commence on the Effective Date and shall continue until either: 1.) the completion of the Geothermal Project; or 2.) September 30, 2018, whichever comes first. Due to the close or "sunset" of the Central District on September 30, 2018, no extensions of either Party's obligations set forth herein may be granted. CCDC and City agree to work together to complete the Geothermal Project before September 30, 2018.

3. **Project Scope.** The Parties agree to the following Scope of Work for the Geothermal Project:

a. Construction of main lines under Idaho Street that connect to the Capitol Boulevard existing main lines and extend west to 8th Street. The main lines to be located in the roadway below vehicle travel lanes.
b. Construction of three (3) service lines that will reconnect service to existing customers: Union Block Building, Fidelity Building, and the Idaho Building
c. The Parties agree that the Geothermal Project is depicted on Exhibit B with cost details described on Exhibit C.

4. **Deadlines.** City will provide all necessary construction drawings, specifications, and technical information to CCDC and CCDC's Construction Manager by the following deadlines in order for CCDC's Construction Manager to complete the project before the Central District sunset of September 30, 2018:

May 30, 2018: City must provide a complete set of bid-ready construction drawings and specifications.

July 30, 2018: City must provide a construction-ready, stamped, complete permit set of drawings and specifications.

In the event City does not provide the listed documents by the dates shown above, CCDC shall notify City of failure to provide listed documents and shall allow the City forty-eight (48) hours to provide such listed documents. If such notification is provided and the City does not provide such documents within forty-eight (48) hours of such notification, CCDC may immediately suspend or terminate this Agreement with notice to City and thereafter recover from City all direct damages incurred by CCDC including but not limited to charges by CCDC's Construction Manager for mobilization, sub-contracting, profit, and overhead.

5. **Construction of the Geothermal Project.** CCDC agrees to construct the Geothermal Project via the Construction Manager / General Contractor (CM/GC) project delivery method and in accordance with the City-provided plans, inspections, and final acceptance.

a. CCDC shall schedule regular construction inspections and a final meeting with City to ensure that the Geothermal Project is constructed pursuant to this Agreement.

b. CCDC's Construction Manager will provide as-built drawings to City at Substantial Completion.

c. City will take ownership of the Geothermal Project improvements upon Certificate of Final Completion.

d. The one-year construction warranty on the Geothermal Project will be transferred from CCDC and assigned to City at Final Completion.

Any other public improvements that are constructed by CCDC at the time or as part of the Geothermal Project are not eligible for reimbursement from the City pursuant to this Agreement.

6. **Permits and Inspections.** All survey work, easements, inspections, permits, payment of permit fees, and design and engineering services shall be City's responsibility and obligation under this agreement.

7. **Payment Obligation.** The total amount to be paid by CCDC under this Agreement for the Geothermal Project shall not exceed Two Hundred Thousand Dollars ($200,000.00) or one hundred percent (100%) of the total costs billed by CCDC's contractor, whichever is less. The Parties acknowledge that the Schedule of Eligible Project Costs attached as Exhibit C: 1.) is sufficiently accurate for this Agreement; and 2.) that actual total costs, as well as each line item of cost, may end up being more or less than is shown on Exhibit C. CCDC shall notify City if it becomes aware of any change to the Eligible Project Cost estimates, including but not limited to the time at which CCDC receives bids for the Eligible Project Costs.

8. **Review of Construction Plans.** Upon City's request, City shall have the right and the opportunity to review CCDC's bids for the Eligible Project Costs. CCDC will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that Geothermal Project is constructed consistent with any and all construction documents and is undertaken in a reasonable manner.

9. **Supply of Construction Materials.** City shall provide the Fiberglass piping for both the Idaho Street and Bannock Street construction portion of the Eligible Project Costs. These materials should not be included in the bid documents for Eligible Project Costs.

10. **Notification of Completion; Inspection.** On or about September 20, 2018, CCDC and City shall meet to discuss completion of the construction. Upon completion of construction, CCDC shall notify City in writing to request a final construction inspection and a meeting with CCDC to determine if the Geothermal Project meets the requirements of this Agreement. City shall provide CCDC with written confirmation that the Geothermal Project has

been completed in compliance with this Agreement.

11. **Method of Payment.**

a. Prior to commencement of construction of the Geothermal Project, CCDC and City shall agree upon a "Schedule of Values" for the construction of the Geothermal Project, which shall include a description of the work, value of the completed work, value of materials stored, and the value of the balance to finish the work.

b. CCDC will invoice City for one hundred percent (100%) of all construction costs in excess of Two Hundred Thousand Dollars ($200,000) total construction cost for the Geothermal Project and shall direct invoices to Boise City Public Works Department c/o Jon Gunnerson, Assistant Boise City Engineer.

c. With each invoice to City, CCDC shall provide an updated Schedule of Values and set forth the amount CCDC has paid to that date and the anticipated remaining expenses. CCDC also shall provide sufficient proof of payment to all contractors, subcontractors, or material supplies that provided services or materials in the construction of the Geothermal Project up to the date of the invoice.

d. The City shall pay such invoices within thirty (30) days after receipt; provided, however, that if the City's Geothermal Coordinator disputes or disapproves any requested payment amount, the undisputed or approved amount shall be paid, and the Parties shall exert cooperative efforts to resolve the disputed or disapproved amount as soon as practicable.

12. **Default.** Notwithstanding Section 4, above, neither Party shall be deemed to be in default of this Agreement except upon the expiration of twenty (20) days, or ten (10) days in the event of failure to pay money, from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligation under this Agreement. In the event of a default, the non-defaulting Party may do the following:

a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.

b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.

c. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.

d. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.

e. In the event either Party defaults under this Agreement, the non-defaulting Party shall have the right to suspend or terminate its obligations under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, the non-defaulting Party's obligations may be deemed extinguished.

13. **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.

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

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

16. **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 City:
Jon Gunnerson, P.E., Geothermal Coordinator
City of Boise Public Works
150 N. Capitol Boulevard
Boise, Idaho 83702

With Copy to:
Abigail Germaine, Deputy City Attorney
Office of the City Attorney
150 N. Capitol Boulevard
Boise, Idaho 83702

If to CCDC:
John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83701

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

a. Date of delivery of the notice or other document to the address specified above as shown on the return receipt;

b. Date of actual receipt of the notice or other document by the person or entity specified above; or

c. In the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
   (1) date of the attempted delivery or refusal to accept delivery,
   (2) date of the postmark on the return receipt, or
   (3) date of receipt of notice of refusal or notice of non-delivery by the sending Party.

17. **Time is of the Essence.** Time is of the essence of the provisions hereof.

18. **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.

19. **Indemnification.**

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

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

20. **Insurance Requirements.** Each Party shall maintain, and specifically agrees that it will maintain throughout the term of this Agreement, liability coverage in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho State Code (currently, a minimum of $500,000.00). Upon request, each Party shall provide the requesting Party with a Certificate of Insurance, or other proof of coverage evidencing compliance with the requirements of this paragraph. CCDC agrees that it will require its contractor to

designate CCDC and the City of Boise as additional insureds under contractor's insurance coverage.

21. **Antidiscrimination During Construction.** CCDC, 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, CCDC will not discriminate against any employee or applicant for employment because of age, race, handicap, color, creed, religion, sex, sexual orientation, gender identity, marital status, ancestry, or national origin.

22. **Maintenance.** Upon completion of the Geothermal Project and transfer of ownership to City, City shall maintain or arrange for the maintenance of the Geothermal Project as may be required by the Boise City Code or the Ada County Highway District. City's obligations as set forth in this Section 22 shall survive the termination of this Agreement. City acknowledges and agrees CCDC has no obligations to maintain the improvements constructed as part of the Geothermal Project or any other maintenance obligations under this Agreement.

23. **Promotion of Project.** City agrees CCDC may promote the Geothermal Project and CCDC's involvement with the Geothermal Project. Such promotion includes but is not limited to reasonable signage at the Project Site and inclusion on CCDC's website notifying the public of CCDC's involvement with the Geothermal Project.

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

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

26. **Entire Agreement; Waivers.** This Agreement including its exhibits, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and City.

27. **Amendments to this Agreement.** CCDC and City agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto which may be

made by any of the Parties hereto, lending institutions, bond counsel, financial consultants, or underwriters 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.

28. **Exhibits to this Agreement.** The Exhibits included in this Agreement are as follows:

Exhibit A	Depiction of the Project Site
Exhibit B	Depiction of the Geothermal Project
Exhibit C	Schedule of Eligible Project Costs

End of Agreement
Signatures appear on the following page.

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

CCDC:

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

_____
John Brunelle, Executive Director

Date: _____

APPROVED AS TO FORM

_____

CITY:

City of Boise City, Idaho

_____
David H. Bieter, Mayor

Date: _____

ATTEST:

_____
Lynda Lowry, Ex-Officio City Clerk

Date: _____

APPROVED AS TO FORM

_____

Budget Info / For CCDC Office Use	
Fund/District	101
Account	301-3310
Activity Code	18008
PO #	180059
Contract Term	September 30, 2018

EXISTING SYSTEM



EXHIBIT A
DEPICTION OF PROJECT SITE

OPTION 4 – NEW GEOTHERMAL LINES IN IDAHO

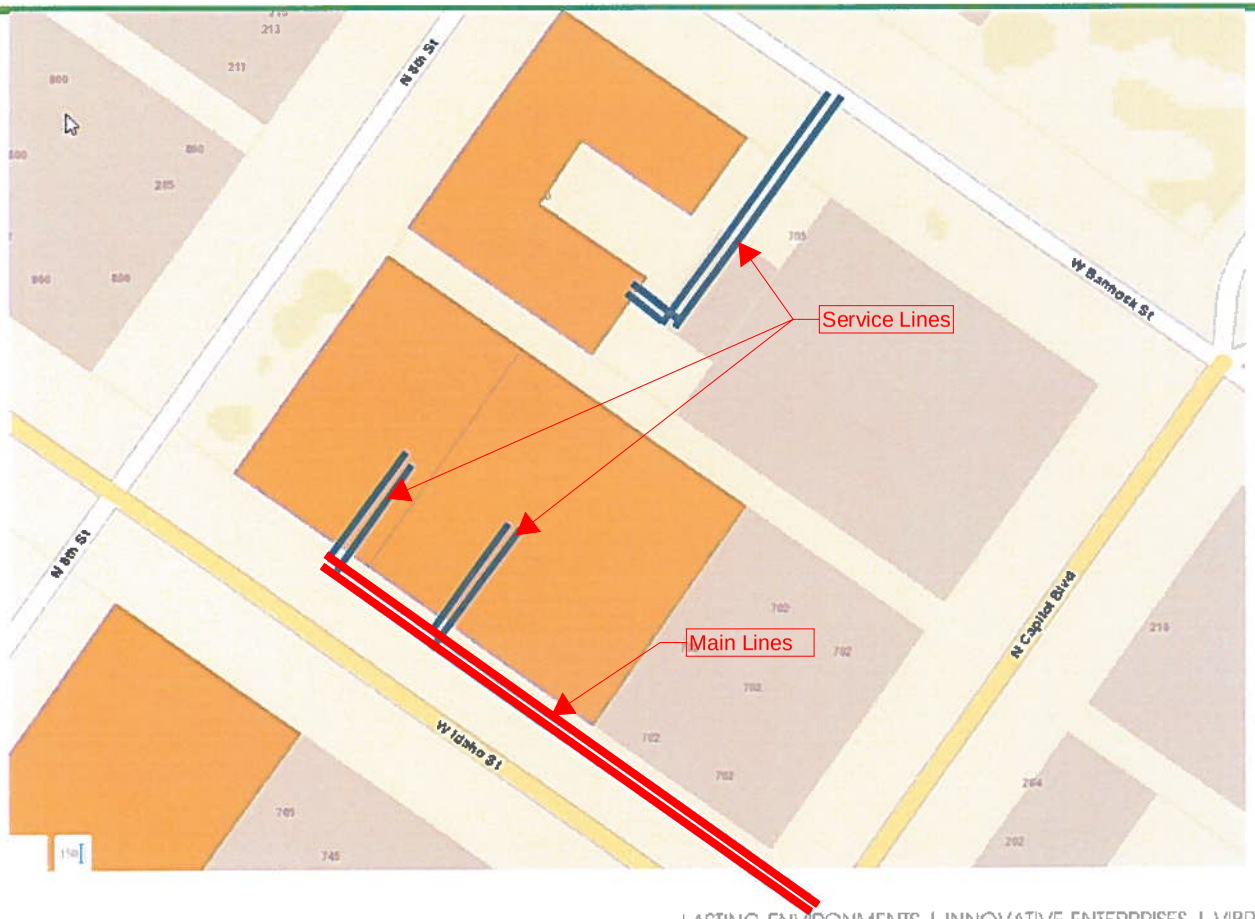


EXHIBIT B
DEPICTION OF THE GEOTHERMAL PROJECT

EXHIBIT C
SCHDULE OF ELIGIBLE PROJECT COSTS

4/30/2018
Jon Gunnerson

Union Block
Cost Estimate

Item	Unit	Price/Unit	Idaho Street	
Mobilization	LF	$16	265	$4,160.50
Sanitary Facilities	LS	$500	1	$500.00
Erosion & Sediment Control	LF	$1	265	$278.25
Traffic Control	LF	$16	265	$4,160.50
Trench Excavation	LF	$25	265	$6,625.00
Class B-2 Pipe Bedding	LF	$10	265	$2,650.00
Type A Trench Backfill	LF	$5	265	$1,325.00
Type P Surface Restoration	LF	$25	265	$6,625.00
Full Lane Surface Restoration	LF	$40	0	$0.00
6" Fiberglass pipe (insulated)	LF	$105	265	$27,825.00
6" Fiberglass pipe (collection)	LF	$65	265	$17,225.00
Extra Fittings	EA	$1,500	4	$6,000.00
Isolation Valves/Vaults	EA	$10,000	2	$20,000.00
Service Connection	EA	$10,000	2	$20,000.00
Sidewalk	SY	$315	20	$6,300.00
SUBTOTAL				**$123,674.25**

Item	Unit	Price/Unit	Bannock Street	
Mobilization	LF	$16	40	$628.00
Sanitary Facilities	LS	$500	1	$500.00
Erosion & Sediment Control	LF	$1	40	$42.00
Traffic Control	LF	$16	40	$628.00
Trench Excavation	LF	$25	40	$1,000.00
Class B-2 Pipe Bedding	LF	$10	40	$400.00
Type A Trench Backfill	LF	$5	40	$200.00
Type P Surface Restoration	LF	$25	40	$1,000.00
4" Fiberglass pipe (insulated)	LF	$75	40	$3,000.00
4" Fiberglass pipe (collection)	LF	$55	40	$2,200.00
Extra Fittings	EA	$1,500	4	$6,000.00
Isolcation Valves and Vault	EA	$10,000	1	$10,000.00
Sidewalk	SY	$315	10	$3,150.00
SUBTOTAL				**$28,748.00**

Item	Unit	Price/Unit	Idaho Building Piping	
Permit				$3,500
Mobilization	LF	$16	140	$2,198.00
Sanitary Facilities	LS	$500	1	$500.00
Pipe suspending	LF	$40	140	$5,600.00
4" Steel pipe (insulated)	LF	$50	140	$7,000.00
4" Steel pipe (collection)	LF	$40	140	$5,600.00
Concrete / Core Drill	EA	$3,000	6	$18,000.00
Plumber Connection	EA	$3,000	1	$3,000.00
SUBTOTAL				**$45,398**

Item	Unit	Price/Unit	Fidelity Building Piping	
Permit				$3,500
Mobilization	LF	$16	80	$1,256.00
Sanitary Facilities	LS	$500	1	$500.00
Pipe suspending	LF	$40	80	$3,200.00
4" Steel pipe (insulated)	LF	$50	80	$4,000.00
4" Steel pipe (collection)	LF	$40	80	$3,200.00
Concrete / Core Drill	EA	$3,000	10	$30,000.00
Plumber Connection	EA	$3,000	1	$3,000.00
SUBTOTAL				**$48,656**

Project Subtotal		$246,476.25
Contigency	25%	$61,619.06
Project TOTAL		**$308,095.31**

CAPITAL CITY DEVELOPMENT CORP

V.
INFORMATION ITEMS

AGENDA BILL

Agenda Subject: Update: Central District Sunset Process	**Date:** May 14, 2018
Staff Contact: Ross Borden, Finance Director	**Attachments:** None
Action Requested: Information only.	

Background:

The Central District, the Agency's (and Idaho's) first Revenue Allocation Area, will sunset after a thirty year term on September 30, 2018. The Board first began informal preparations for this milestone in June 2014. Since then a Working Group chaired by former CCDC Chair John Hale and including Commissioner Maryanne Jordan (also a city councilor and state senator), Jade Riley, Chief of Staff, Boise City, and CCDC Executive Director John Brunelle, met five times to discuss and resolve related issues. Counsel Ryan Armbruster and staff have complied with all related statutory requirements in timely fashion, including notification to the seven affected taxing districts and the State Tax Commission.

Update:

At its June 11 meeting, the Board of Commissioners will consider Resolution 1542, the Central District Termination Resolution terminating the Revenue Allocation Area in the Central District Plan. This will be the Board's final, official, non-budget related Central District action.

Attached as exhibits to the Termination Resolution will be:

- **Exhibit A**: a description of how the various loose ends will be addressed: unfinished Capital Improvement Program projects (should there be any – the intent is to have all projects completed by September 30 but the vagaries of construction often lead to unforeseeable delays); disposition or retention of real property and other assets such as parking garages; interagency contracts, licenses and agreements; and delinquent tax increment revenue.
- **Exhibit B**: the Termination budget, FY 2018 Amended, reflecting the 'final' changes to the FY 2018 Original Budget.
    - The Board will see Resolution 1549, the Central District's Termination Budget Resolution, as part of the Agency's regular budget cycle in August along with a FY 2019 budget for nominal miscellaneous legal and administrative expenses that will be incurred after September 30.

The final, formal Central District sunsetting step is city council adoption of an ordinance terminating the Central District Plan. That action must take place prior to the end of calendar year 2018.

Suggested Motion:

Information only.

FRIDAY UPDATE
May 11, 2018

TO: **Dana Zuckerman, Chair and CCDC Board of Commissioners**

FM: **John Brunelle, Executive Director**

RE: **CCDC Operations Report – May 2018**

The Central District has a new public plaza – City Hall Plaza -- that strikes a wonderful balance with outstanding design and people-friendly functional space. Despite the cool temperatures, wind, and light rain a large crowd gathered for the official ribbon cutting and grand opening of the plaza last week, and many from the Agency joined the crowd in celebrating the completion of this terrific new downtown amenity.

CCDC participated in the streetscape improvements portion of these renovation efforts through a T4 Capital Improvement Reimbursement Agreement. The streetscape improvements fulfill a portion of the Agency's goals to improve the pedestrian network throughout the Old Boise neighborhood and especially around this civic building, which involves substantial public access

Read more about the City Hall Plaza Renovation Project: http://www.ccdcboise.com/ccdc-projects/city-hall-plaza-renovation/



City Hall Plaza



City Hall Plaza Dedication

Development Team: Todd Bunderson, Matt Edmond, Shellan Rodriguez, & Laura Williams, Karl Woods, Doug Woodruff, Ben Houpt.

ECONOMIC DEVELOPMENT

6TH & Front – Hotel and Parking Garage – PP TYPE 3, 5



Project Rendering

Project Description
In November 2016, the Board awarded Capitol Partners, LP, the proposal to develop this remnant parcel. Since then, the developer and CCDC have worked through a Disposition and Development Agreement which includes the developer's plans to build a 500-space parking garage with a 138-room hotel. CCDC will be participating in this project in three ways: property conveyance, public improvements reimbursement, and parking assistance by purchasing 200 monthly passes for seven years to re-sell to the public.

Update
At the April meeting the Board "Designated" the project for all three of the agreements involved in the project. With Legal Counsel's heavy involvement, staff and developer have nearly finalized all three agreements. The only outstanding item are the potential public parks, which need to be approved by City Parks and Recreation in order to qualify for CCDC funding.

Next Steps
Staff will be requesting Board Approval for three agreements - Disposition and Development Agreement, Type 3 Transformative Assistance Participation Agreement, and a Parking Permit Purchase Agreement.

Other Active Economic Development Projects

410 S. Capitol - Marriott Residence Inn - PP Type 2
The hotel developer has submitted their reimbursement material. Agency staff has scheduled a site inspection and requested additional documentation as specified in the agreement. The developer is also working with the City of Boise to grant an easement for the wider sidewalks, which extend into private property. The easement must be granted for reimbursement to take place. Staff will work with the developer to gather necessary cost documentation of work done included in the Type 2 agreement. Per the Type 2 policy, the reimbursement will be paid starting in FY 2020, using tax increment the project generates. The total reimbursement will not exceed $875,000.

Central URD Sunset – URD Development
Activities and transactions related to the sunset of Central Boise URD continue on schedule. Conveyance of properties to city and communication notices executed during May. Shoreline URD well underway with plan making and public outreach efforts occurring. Continual work on possible future URDs ongoing with bench area, eastgate industrial land, and State corridor being the topic of recent discussions. Westside, RMOB, and 30th Street URDs all being studied for boundary adjustments, primarily in consideration of Shoreline URD.

503 - 647 S. Ash Street - Ash Street RFP - PP Type 5
After a series of developer-caused delays totaling approximately 6-12 weeks, Ash and River Investment, LLC was able to complete the final DDA requirements and a will issue letter from the City of Boise was received. The official closing was completed on Monday, April 16. Grading has begun and the site will be transformed into workforce housing in the coming year.

T5 Parcel Acquisition for Redevelopment - 1010 W. Jefferson
No additional Board action is needed.

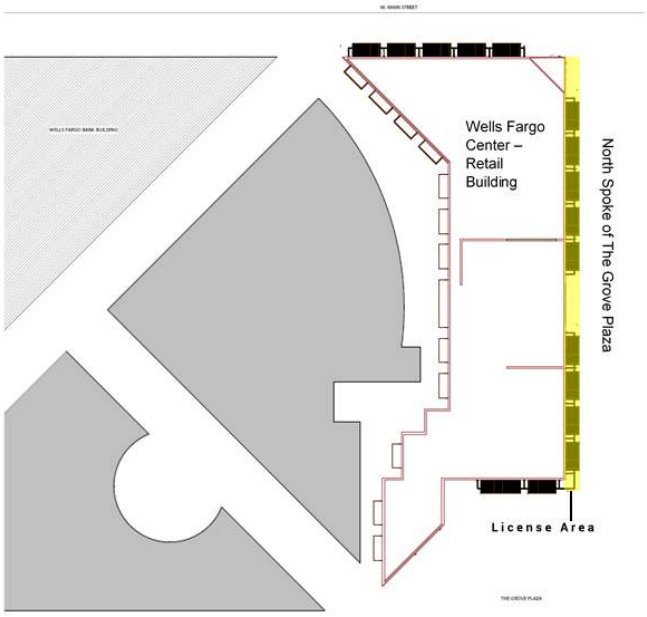
INFRASTRUCTURE PROJECTS

801 N Main Street – Wells Fargo Center Retail – PP Type 1

Project Description
The Wells Fargo Center Retail is located at the corner of Main Street and the North Spoke of The Grove Plaza. The building tenants include Costa Vida, Snake River Tea, Taters, and Lucky Fins. The building owner is performing exterior upgrades including paint, lighting, and new awnings. CCDC participation has been requested for a Type 1 project.

Update
Staff is presenting the project to the Board at the May meeting for Designation. The request includes nine new metal awnings installed in the public right-of-way, with a not-to-exceed amount of $150,000 per the Participation Policy.

Next Steps
If Board Designates the project as eligible for Type 1 funding, staff will bring the contract back for final approval on the consent agenda in June.



Exhibit

Other Active Infrastructure Projects

1402 W. Front Street - Verraso - PP Type 1
Construction continues with painting, trim work, and flooring inside. Developer anticipates the exterior complete with stucco and metal within a month and is aiming to receive certificate of occupancy within two months. Developer is considering making the units condos rather than apartments. Staff will continue to check on project completion, and will work with developer on reimbursement once project is complete.

2200 Fairview - New Path Community Housing - PP Type 1
Staff and Board members attended a mid-way open house in April. The open house included a tour of the community rooms and individual units. The units are 1 bedroom/1 bath, each with a kitchen and living space and all will be furnished. The housing will serve the highest-need homeless population. The Housing First model has no stipulations or requirements to living there, and services will be provided on-site. The building is fully framed and construction is scheduled to be complete in August. Staff will continue to check on project completion, and will notify the Board of future open house.

176 Capitol - Business Interiors of Idaho - PP Type 1
Staff has arranged discussions between CCDC's construction manager, Guho Corp, and Business Interiors of Idaho contractor to coordinate the installation of BII's new awnings around CCDC's streetscape project. BII is concerned the steel tariffs will increase the project costs, and may request an amendment to increase the not-to-exceed amount. Construction is scheduled to take place in Late July/Early August.

10th & Main Office - PP Type 1
The building renovation is underway. The parking lane on Main Street in front of the Alden Building is closed for construction use. Currently, 10th Street is closed to accommodate crane work.

222 N 8th Street - Diablo & Suns - PP Type 1 Potential
Construction is underway on the new restaurant, and the building owner plans to have new awnings installed in late spring / early summer. Staff worked with architect and building owner to grant a license agreement for the awnings being installed in the CCDC-owned, 8th Street ROW. The city requires these agreements to be in place, because the awnings encroach in public space.

T3 Participation: Streetscape Improvements Front & Myrtle, 9th&11th (JUMP/Simplot HQ)
The developer submitted notice of completion and documentation of costs and CCDC staff inspected the streetscape improvements in February. Final certificate of occupancy is still outstanding. Staff is awaiting signed confirmation of the final reimbursement amount and payment schedule document from the developer.

T4 Participation: Idaho Historical Museum Streetscapes at Julia Davis Park
The museum is expected to receive a final certificate of occupancy July 2018 and is scheduled to open for the public in September 2018. Staff will work with DPW and Boise Parks staff to process reimbursement accordingly.

Bannock Street, 9th to Capitol Blvd - Streetscape Improvement Project
CCDC is restarting this project to align the design and construction with ACHD's DBIP work in the area in 2019. CCDC has submitted a Cost Share Application, and has hired Jensen Belts Associates as the design professional for the project. The project area has been surveyed, and CCDC has met with the City for multiple schematic design meetings. JBA has presented multiple bike lane and vehicle travel options. The City of Boise has received traffic hose counts. CCDC and JBA have met with the Capitol Commission to review the proposed design. Capitol Commission are scheduled to meet with State officials. The most viable design options are to be selected in collaboration with the City, Capitol Commission and State Officials. Those options to be presented to ACHD for final review.

15th Street Utility Undergrounding and Conduit Bank
CCDC has contracted with Idaho Power and Quadrant Consulting to do engineering work.

MOBILITY PROJECTS

Capitol & Main Parking Expansion
While there are no plans to expand parking in the near future, CCDC will be re-painting the garage in FY19.

Exterior Signage for All Garages
Garage operator is improving software so the kiosks will display real-time vehicle occupancy of each of our garages. Thus far, the counts appear functional & accurate at the Capitol & Main Garage. The 9th & Main Garage kiosks are currently being corrected to display an accurate count. We expect to have all garage counts functional by the end of the month.

Park & Ride Shuttle
A Park & Ride/Shuttle service from the Elder Street lot near I-84/and the airport has been underway since mid-June 2017. The addition of a second van resulted in additional times to ride to and from downtown, this has increased use of the service. There are currently 76 registered participants and there are between 5-17 cars in the lot every weekday. April was at 419 rides, slightly lower than March (435), but not significantly lower. The E-permit is so popular that it's definitely detracted from the popularity of Elder. The agreement has been extended with the City to the end of this fiscal year so that we can make a better assessment of the fully operable service. An improved marketing campaign for the service is in the contemplation stage.

Bike Rack Infill
CCDC has installed 32 additional bike racks in response to requests from citizens, businesses, and other agencies in 2018. CCDC has also ordered a prototype of a new bike corral. New bike corral prototype is expected to be delivered the week of May 14.

T4 Participation: Pioneer Corner
The project is complete. Staff is working with the developer on the reimbursement documentation.

1101 Front - 11th & Front Garage
CCDC has worked with the Pioneer Crossing team on signage, parking equipment, water proofing, finishes and signage. CCDC has provided direction to the developer on parking

equipment signage and waterproofing. The added level of the garage has delayed the PSA. Okland has completed final punch list items.

10th & Front Garage Concrete Repairs
CCDC has issued, received and reviewed and RFQ to establish a qualified list of bidders for the work. The recommendation was approved by the Board in April. Construction documents have been completed and the project will be put out to bid May 9. Construction to occur summer of 2018.

Capitol and Main Garage Painting
Hawkins is working on pricing options for the painting to allow CCDC to select options that fit within the budget. CTA Architects has provided painting schemes for review. The scheme without the green accent is preferred. Hawkins has provided an estimate for the work. T4 Agreement to be executed and work to be completed summer of 2018.

Secure Bike Parking
CCDC staff hired CTY to do the design; an initial advisory group meeting was held May 2. Staff will present an update and preliminary concepts to the Board at the June 11 meeting.

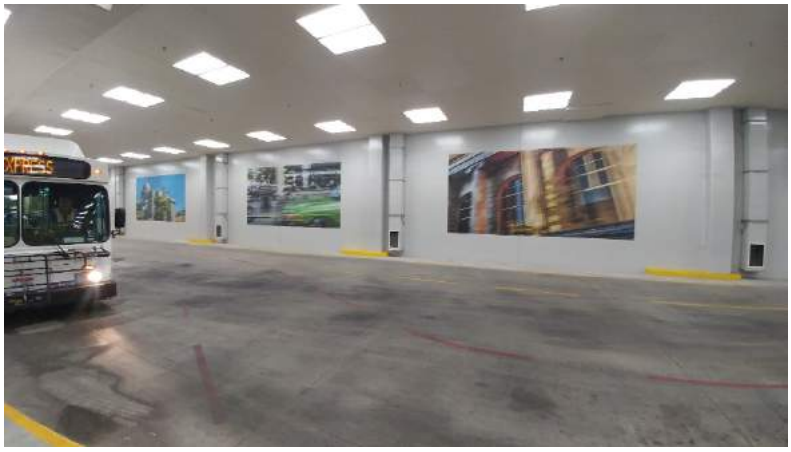
1101 Front - Pioneer Crossing / 11th and Front Garage- PP Type 3
Previously known as Parcel B, Pioneer Crossing, is a $50 + million dollar mixed use development including a proposed hotel, office building, parking garage with a partial office wrap home of the Chamber of Commerce and BVEP) and restaurant. CCDC purchased 250 spaces of the garage. Additionally CCDC is reimbursing the development for approximately $4 million in public improvement costs as part of a Type 3 Transformative Participation Agreement. Upon completion of the public improvements the developer will submit requests for reimbursements which will be reviewed by staff and paid as per the Type 3 Participation Agreement.

PLACE MAKING PROJECTS

Main Street Station Art

Project Description
CCDC is working with City of Boise Department of Arts and History to augment public art at Main Street Station. The project will include art at entry and exit ramps, a mural series and vinyl art on window glass.

Update
Arts and History is working with VRT and local artists to set up the projects and get them completed.



Existing Murals

Next Steps
Arts and History to contract with artists have the artists develop content, coordinate with CCDC and execute an MOU for the work.

Other Active Place Making Projects

Alley, 6th to 3rd between Main & Idaho - CCDC Alley Program
CCDC staff is working with the contractor on detailed schedule and outreach plan. The ACHD alley project between 4th and 5th is scheduled to begin June 1, with utility work beginning June 8 and finishing July 11.

West End Traffic Box - Public Art
CCDC and the City have collaborated on content for the art on the respective boxes. Artists were selected and traffic boxes assigned on March 7. Artists will now finalize design content and submit on June 4th. The content will be reviewed, modified as required, approved and installed this summer.

South 8th Street District Plan - CIP Project
Artists were selected through the City, and the design professionals for design projects were contracted by CCDC. Project schedules are being reevaluated based on comments with the exception of the Simplot Alley work, which will align with ACHD's permeable alley project in 2018. CTY has provided a revised design for a tension sculpture based on Board comments. Bridge lighting installation is underway.

River Street Streetscape Improvements
The Land Group Inc. has submitted for ACHD review and has received comments. The comments are to be addressed, and the drawings have been submitted to City of Boise Public Works for review. Following review and approval, the project will be bid.

BoDo Sidewalk Easements
Three easement agreements have been signed by the grantor party; three remain outstanding. The CCDC Board will consider approval of the three signed easement agreements at the May 14 Board meeting.

Central District Improvements (Inc. 8th Street) - CIP Project
8th Street furnishing zones are ahead of schedule and will be complete by end of May instead of June 15 as initially planned. Construction begins on Union Block Alley on May 14. Freak Alley construction progress is on schedule and will be complete by June 15. Capitol Boulevard construction is planned to occur during July and August. As construction approaches, further detail will be developed and coordination with key stakeholders will occur.

SPECIAL PROJECTS

8th & Fulton Mural
The City of Boise has identified funding for the pedestrian bridge lighting and the installation is currently underway. An artist has been selected for the mural at 8th and Fulton. The mural is scheduled to be installed this spring.

617 S. Ash St. - Hayman House - PP Type 5
CCDC will be conveying this to the City of Boise in the coming week or two.

PROPERTY MANAGEMENT UPDATES

8th Street
8th Street CIP project is underway. Capital City Public Market began using portions of 8th Street on May 5.

Parking System
10th & Front Repairs RFQ was issued March 1. KPFF has been contracted to provide bid documents, going out to bid May 9.

Ash Street Properties
Staff is awaiting transfer of 617 Ash Street (Hayman House) to City.

General Maintenance
A quote for Spring Sidewalk Maintenance in the RMOB and Westside Districts was received from Capitol Landscape on May 8 and a contract will be issued.

The Grove Plaza
Furnishings were placed on the Plaza the week of April 30 for the warm weather season. Staff is working with McAlvain on a warranty issue on the UV Sanitizer to complete the Fountain start-up.

Condo Association Meeting
Capitol Terrace Condo Association's annual meeting was held on April 17. Staff is working to set up a meeting with the new Condo Association for 11th & Front Parking Garage.

Finance Team: Ross Borden, Joey Chen, Kevin Martin, Mary Watson, Kathy Wanner

COMPETITIVE BIDDING and QUALIFICATION-BASED SELECTIONS

CM/GC Central District Improvements Project

Selection of a Construction Manager / General Contractor (CM/GC) for final year (pre-sunset) Central District improvements.

2017

- August 9: Request for Qualifications issued; public notice in *Idaho Statesman*.
- Sept 7: Submissions due from licensed CM/GCs.
- October 9: Board approved Guho Corp as CM/GC.
- November 21: Contract Executed; pre-construction services begin.

2018

- February 12: The Board approved the contract amendment for first Guaranteed Maximum Price (GMP) for construction.
- March 12: Board approved second GMP for construction.
- June 11: The Board will receive information sufficient to approve GMP #3

2018 Streetscape Improvements Project – Selection of Design Professional

Design of 2018 streetscape improvements on River Street between Ash Street and 12th Street.

2017

- October 24: RFP issued to three on-call design professional firms.
- November 8: Proposals due from the design professionals.
- November 28: The Land Group selected as the design professional of record.

2018

- January: Task Order with The Land Group for design documents.
  Note: Project costs are estimated at less than $200k – informal bidding is planned.

- March 31: 90% construction drawings and specifications complete.
- May: ACHD still reviewing construction plans.
- June: Construction Bidding – anticipated.
- Summer: Contract awarded / Construction to proceed – *anticipated*.

CM/GC Westside District Urban Park Project

Selection of a Construction Manager / General Contractor (CM/GC) for an Urban Park project in the Westside District.

2017

- November 22: Request for Qualifications issued.
- Nov 23 & 30: Public notice in *Idaho Statesman*.
- December 8: Submissions due from licensed CM/GCs.

2018

- January 8: Board approval of Wright Brothers as CM/GC.
- March 7: Contract executed; pre-construction services begin.

Power Line Undergrounding – Invitation to Bid

Formal bid process to select an electrical contractor to install underground power in the alley between Main and Idaho running from 3rd Street to 5th Street. The project will be in coordination with Idaho Power and ACHD.

- January 24: Invitation to Bid issued.
- February 22: Bids due. One Bid received.
- March 12: Board awards contract to Anderson & Wood Construction.
- March 27: Contract executed.
- April 2018: Notice to Proceed
- June 1, 2018: Construction commences, in conjunction with ACHD's start date.

10th & Front Garage Concrete Repairs – RFQ and Bidding

Two-step process to contract for extensive concrete repairs. Pre-qualification process then bidding process. Construction in Summer 2018.

- March 1, 2018: Request for Qualifications Issued.
- March 1 and 8: Public notice in the Idaho Statesman newspaper/
- March 15: Statements of Qualifications are due from licensed contractors.
- April 9: Board approval of pre-qualified contractors.
- May: Invitation to Bid to pre-qualified contractors – *anticipated*.
- June: Board approval of bid; contract for construction – *anticipated*.

OTHER CONTRACTS ACTIVITY

Central District

- **Hawkins Companies**: License agreement for awnings and architectural features that extend into the Agency's 8th Street property.
- **Oppenheimer Company**: License agreement for awnings attached to the Wells Fargo retail building to extend over the Agency's The Grove Plaza, north spoke.
- **Tri-State Electric**: Public works contract to replace a transformer on The Grove Plaza.
- **CTY Studio**: Task Order for design, development, construction documents and construction administration of a secure bicycle parking shelter in the 9th & Main Garage.
- **CSHQA**: Amendment 1 to a Task Order for additional design services for Freak and Union Alleys Placemaking.
- **CSHQA**: Amendment 1 to a Task Order for additional surveying services for Central District improvements.
- **Wash Worx**: Task Order to assist CCDC with bringing the umbrella bases back onto the Grove Plaza and to remove, clean, and re-install the canvas umbrellas.

River-Myrtle / Old Boise District

- **American Cleaning Service**: New janitorial agreement for Trailhead.

Westside District

- **Protex LLC**: Agreement for fire alarm testing and monitoring for the Agency's recently-purchased 1010 Jefferson property.
- **Quadrant Consulting**: Task Order for engineering services:
    - Installation of a duct bank on the west side of 15th Street (between Front and Jefferson)
    - Relocation / undergrounding of overhead telecom and electrical service lines (excluding transmission) between Front and Bannock.

Parking

- **Advanced Sign**: Work Request to fabricate and install fire code-required utility room signage in various ParkBOI garages.
- **Hummel Architects**: Task Order to provide limited architectural services for the 10th & Front Parking Garage Concrete Repairs Project.
- **KPFF Consultants**: Amendment 2 to a Task Order for the 9th & Front Safety Railing Project to add additional services required due to permitting and inspection.

Multi-District / Agency-focused / Interagency

- **Payette Brewing Company**: Letter of Agreement for Pioneer Pathway co-branding to increase awareness of the now-complete Pioneer Pathway public amenity providing a pedestrian / bicycle link between downtown and the greenbelt. This partnership with Payette Brewing will produce the "Pioneer Pathway Helles Lager." A Pioneer Pathway event is planned for June.
- **Leland Consulting**: Professional Services Contract for a State Street Urban Renewal Area Eligibility Study.
- **Idaho Airships**: Professional Services Contract to fly new (copyrighted) aerial imagery, provide the digital data to CCDC, and provide training to enable Agency-created aerial maps / images.
- **Capitol Landscape**: Task Order to repair brick pavers at the 9th & Front Street intersection (multi-district work).
- **City of Boise Arts & History**:
    - Annual grant agreement for 2018 Traffic Box Art.
    - MOU for the 8th & Fulton Street intersection mural and the 9th Street truss bridge lighting project.

Shoreline District – *new URD in development*

- **JedSplit Creative**: Task Order for the design, creation, and hosting of the Shoreline Website.
- **Quadrant Consulting**: Amendment 1 to the Task Order for the Shoreline District Legal Descriptions – additional services due to boundary changes.