



BOARD OF COMMISSIONERS MEETING

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
August 13, 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 (Action Item)**

- A. Expenses
 - 1. Approval of Paid Invoice Report – June 2018
 - 2. Approval of Paid Invoice Report – July 2018
- B. Minutes and Reports
 - 1. Approval of June 11, 2018 Meeting Minutes
 - 2. Approval of July 11, 2018 Special Meeting Minutes
- C. Other
 - 1. Resolution #1558 – 4th Amendment to Financial Advisory Services Agreement
 - 2. Resolution #1560 – Approving Easement Agreement for BoDo Sidewalks (Agora Condos)
 - 3. CCDC Office Lease Extension
 - 4. Resolution #1564 – Central District CMGC Contract Amendment GMP #4
 - 5. Resolution #1567 – Amending the Type 1 Agreement with Business Interiors of Idaho, Inc.
[Agreement approved 1/9/18 original NTE \$120,000]
 - 6. FY 2018 Q3 Financial Report (unaudited)

IV. **ACTION ITEM**

- A. CONSIDER: Resolution #1561 - Relinquishment and Transfer of Interests of CCDC in River Plaza LLC (5 minutes) *Public Comment Opportunity*.....Ross Borden
- B. CONSIDER: Resolution #1563 - Central District Termination Resolution Supplemental (5 minutes)Ross Borden
- C. CONSIDER: Proposed FY 2018 Amended Budget (10 minutes).....Ross Borden
- D. CONSIDER: Proposed FY 2019 Original Budget (10 minutes).....Ross Borden
- E. CONSIDER: Proposed FY 2019-2023 Capital Improvement Plan (10 minutes) Todd Bunderson
- F. CONSIDER: Resolution #1565 - Authorize Execution of Declaration of Public Space Deed Restrictions and Covenants..... John Brunelle/Ryan Armbruster
- G. CONSIDER: Resolution #1566 - Convey Ownership of The Grove Plaza to City of Boise (5 minutes) John Brunelle/Ryan Armbruster

- H. CONSIDER: Resolution #1562 - Convey Ownership of 8th Street to City of Boise (Main Street to Idaho Street, and Idaho Street to Bannock Street) (5 minutes) Mary Watson
- I. CONSIDER: Resolution #1559 – Accepting Gateway East Urban Renewal Area Eligibility Study and Transmit to Boise City Council for Consideration (15 minutes)..... Matt Edmond
- J. CONSIDER: 204 N Capitol Blvd. – Adelmann Building – Type 1 Participation Designation with Alturas Capital Partners (5 minutes)..... Laura Williams
- K. CONSIDER: 3200 Moore Street – Sandhill Crane Apartments – Type 2 Participation Designation with Boise City/Ada County Housing Authority (5 minutes)..... Laura Williams
- L. CONSIDER: Capitol & Front Garage Authorizing Negotiations for Disposition (5 minutes)
..... Laura Williams

V. INFORMATION/DISCUSSION ITEMS

- A. Review Shoreline Urban Framework (15 minutes) Doug Woodruff
- B. Shoreline Feasibility Study (10 minutes) Shellan Rodriguez
- 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).



III. CONSENT AGENDA



Paid Invoice Report

For the Period: 6/01/2018 through 6/30/2018

Payee	Description	Payment Date	Amount
Payroll:			
EFTPS - IRS	Federal Payroll Taxes	6/6/2018	12,125.82 ✓
Idaho State Tax Commission	State Payroll Taxes	6/6/2018	1,729.00 ✓
CCDC Employees	Direct Deposits Net Pay	6/6/2018	33,594.91 ✓
PERSI	Retirement Payment	6/6/2018	15,055.02 ✓
EFTPS - IRS	Federal Payroll Taxes	6/20/2018	12,156.82 ✓
Idaho State Tax Commission	State Payroll Taxes	6/20/2018	1,773.00 ✓
CCDC Employees	Direct Deposits Net Pay	6/20/2018	33,519.90 ✓
PERSI	Retirement Payment	6/20/2018	15,055.02 ✓
Total Payroll Payments:			125,009.49
Checks and ACH			
Various Vendors	Check and ACH Payments Issued (See Attached)	JUNE 2018	1,019,926.44
Total Paid Invoice, Reported Payments:			1,019,926.44
Total Cash Disbursements:			<u>\$ 1,144,935.93</u>

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

Finance Director	Executive Director	Board Member
7/9/2018	7/9/18	July 17, 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
1139	American Cleaning Service	437	Hampton Inn - Garge Wind	05/09/2018	320.00	10846	06/08/2018
		897	Trailhead Cleaning - 12 Mo	06/01/2018	936.71	10861	06/27/2018
Total 1139:					1,256.71		
3838	American Fire Protection L	10912	Valves and Fire Pump Sen	04/01/2018	201.25	62894	06/04/2018
Total 3838:					201.25		
4072	Barker Rosholt & Simpson	KEY FOBS	Key FOBS for 1010 Jeffers	06/01/2018	70.00	62922	06/22/2018
Total 4072:					70.00		
1316	Blue Cross of Idaho	1812400001	Health Insurance - June 20	06/01/2018	22,589.02	62890	06/01/2018
Total 1316:					22,589.02		
1331	Boise Centre	8298-IN		05/01/2018	6,922.00	62903	06/05/2018
		8301-IN	Grove maintenance fee - J	06/01/2018	6,922.00	62934	06/25/2018
		8301-IN	Misc. Expense - Grove	06/01/2018	242.99	62934	06/25/2018
		8306-IN	Misc. Expense - Grove	06/13/2018	412.56	62934	06/25/2018
Total 1331:					14,499.55		
1385	Boise City Utility Billing	1010 JEFFE	1010 Jefferson 013366000	05/01/2018	124.58	10844	06/01/2018
		26000JUNE2	1010 Jefferson 013366000	06/01/2018	70.78	10858	06/12/2018
		421 N 10TH	421 N 10th, ISG 00788500	06/01/2018	162.87	10858	06/12/2018
		91177JUNE1	848 Main St # 0447416001	06/01/2018	7.15	10876	06/18/2018
Total 1385:					365.38		
3712	Car Park	APRIL 2018	10th & Front - Grove	04/30/2018	25,280.58	10831	06/06/2018
		APRIL 2018	9th & Front - CC	04/30/2018	32,803.46	10831	06/06/2018
		APRIL 2018	9th & Main - Eastman	04/30/2018	27,610.14	10831	06/06/2018
		APRIL 2018	Capital & Front - BLVD	04/30/2018	13,428.04	10831	06/06/2018
		APRIL 2018	Capital & Main - Cap T	04/30/2018	32,901.23	10831	06/06/2018
		APRIL 2018	Capital & Myrtle - Myrtle	04/30/2018	21,435.58	10831	06/06/2018
		APRIL 2018	Refund - Cap & Myrtle	04/30/2018	428.66	10831	06/06/2018
		APRIL 2018	Refund - Cap & Main	04/30/2018	448.88	10831	06/06/2018
		APRIL 2018	Refund - 9th & Front	04/30/2018	313.41	10831	06/06/2018
		APRIL 2018	Refund - Cap & front	04/30/2018	169.85	10831	06/06/2018
		APRIL 2018	Refund - 9th & Main	04/30/2018	390.25	10831	06/06/2018
		APRIL 2018	Refund - 10th & Front	04/30/2018	270.95	10831	06/06/2018
Total 3712:					155,481.03		
3898	Carver Thornton Young (C	18-0606A	Secure Bike Parking Struct	05/31/2018	1,760.00	10862	06/27/2018
Total 3898:					1,760.00		
1556	Caselle Inc.	87569	Contract support - June 20	06/01/2018	787.33	62891	06/01/2018
Total 1556:					787.33		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
2810	CenturyLink	1442942466	Grove - Data Service	06/11/2018	1,216.09	10886	06/25/2018
		208-429-417	1010 Jefferson	05/25/2018	261.34	62923	06/22/2018
Total 2810:					1,477.43		
1595	CITY OF BOISE	IL1122	Down Town Core Maint - C	05/01/2018	1,110.00	62895	06/04/2018
		IL1122	Down Town Core Maint - R	05/01/2018	754.80	62895	06/04/2018
		IL1122	Down Town Core Maint -	05/01/2018	355.20	62895	06/04/2018
		IL1143	Down Town Core Maint - C	06/04/2018	1,110.00	62935	06/28/2018
		IL1143	Down Town Core Maint - R	06/04/2018	754.80	62935	06/28/2018
		IL1143	Down Town Core Maint -	06/04/2018	355.20	62935	06/28/2018
Total 1595:					4,440.00		
4070	Copperhead Electric	1457	Service Call - 421 N. 10th	05/17/2018	100.00	62907	06/06/2018
		1463	Security System Outlets - 4	05/25/2018	200.00	62907	06/06/2018
Total 4070:					300.00		
3947	Crane Alarm Service	10912	New Valve	05/01/2018	.00	62896	06/04/2018
		10912	New Valve	05/01/2018			
		15110	5 Year Elevator Inspection	04/01/2018	125.00	Multiple	Multiple
		15126	New Pannel	05/01/2018	2,795.00	Multiple	Multiple
Total 3947:					2,920.00		
1703	CSHQA	30982	Central dist. Infrastructure	05/01/2018	15,041.00	10870	06/29/2018
		30982	Central dist. Infrastructure	05/01/2018	180.00	10870	06/29/2018
		30982	2018 CD Public Improvem	05/01/2018	985.85	10870	06/29/2018
		31080	Central dist. Infrastructure	05/31/2018	228.25	10870	06/29/2018
		31080	2018 CD Public Improvem	05/31/2018	768.25	10870	06/29/2018
		31080	2018 CD Public Improvem	05/31/2018	41,250.00	10870	06/29/2018
Total 1703:					58,453.35		
3977	CTA Inc.	137046	CCDC Urban Renewal Pla	04/30/2018	60,266.87	10832	06/06/2018
		137603	CCDC Urban Renewal Pla	05/01/2018	33,617.54	10871	06/29/2018
Total 3977:					93,884.41		
4066	Division of Building Safety -	H001163-201	Elevator Inspection - 1010	05/01/2018	125.00	62909	06/06/2018
Total 4066:					125.00		
1838	Elam & Burke P.A.	173458	Carley Project - 5th & Front	04/30/2018	1,542.00	10833	06/06/2018
		173459	Ash Street Properties	04/30/2018	6,059.00	10833	06/06/2018
		173460	New Bench URD	04/30/2018	60.00	10833	06/06/2018
		173461	The Afton	04/30/2018	867.00	10833	06/06/2018
		173462	CD Closeout	04/30/2018	2,324.00	10833	06/06/2018
		173464	Civic Partners Developmen	04/30/2018	1,124.20	10833	06/06/2018
		173465	Parcel B Hotel Project	04/30/2018	2,891.00	10833	06/06/2018
		173466	Parking Matters	04/30/2018	946.00	10833	06/06/2018
		173467	RM 2017 Bonds	04/30/2018	225.00	10833	06/06/2018
		173468	Downtwon Boise Public Lib	04/30/2018	67.50	10833	06/06/2018
		173469	New URD - Shoreline	04/30/2018	3,127.60	10833	06/06/2018
		173471	New URD - State STreet	04/30/2018	135.00	10833	06/06/2018
		173472	101-0 General	04/30/2018	420.00	10833	06/06/2018

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		173473	CD Property Management	04/30/2018	68.00	10833	06/06/2018
		173474	RM Implement	04/30/2018	1,445.00	10833	06/06/2018
		173475	WS District	04/30/2018	973.90	10833	06/06/2018
		173476	New URD - GWD	04/30/2018	560.00	10833	06/06/2018
		173883	Carley Project - 5th & Front	05/31/2018	4,236.90	10872	06/29/2018
		173884	Ash Street Properties	05/31/2018	26.60	10872	06/29/2018
		173885	New Bench URD	05/31/2018	20.00	10872	06/29/2018
		173886	CD Closeout	05/31/2018	1,882.80	10872	06/29/2018
		173887	Civic Partners Developmen	05/31/2018	140.30	10872	06/29/2018
		173888	Parking Matters	05/31/2018	640.00	10872	06/29/2018
		173889	RM 2017 Bonds	05/31/2018	954.60	10872	06/29/2018
		173890	Downtwon Boise Public Lib	05/31/2018	45.00	10872	06/29/2018
		173891	New URD - Shoreline	05/31/2018	6,952.50	10872	06/29/2018
		173892	AMPCO vs. Car Park	05/31/2018	2,498.00	10872	06/29/2018
		173893	New URD - State STreet	05/31/2018	112.50	10872	06/29/2018
		173894	101-0 General	05/31/2018	545.80	10872	06/29/2018
		173895	RM Implement	05/31/2018	540.00	10872	06/29/2018
		173897	WS District	05/31/2018	2,593.00	10872	06/29/2018
		173898	New URD - GWD	05/31/2018	463.75	10872	06/29/2018
		Total 1838:			44,486.95		
1898	Fiberpipe	0060	E-mail & Audio hosting	06/01/2018	64.90	10863	06/27/2018
		Total 1898:			64.90		
4043	Fountain Supply Company	57241	Grove Fountain Spring Acti	06/05/2018	2,625.00	62924	06/22/2018
		Total 4043:			2,625.00		
3807	FreedomVoice Systems	2018-060105	Monthly Service	06/01/2018	551.16	62925	06/22/2018
		Total 3807:			551.16		
3778	Gingerich Site & Undergro	17-8542	Grove Bi-weekly Maint	05/22/2018	1,064.50	62910	06/06/2018
		17-8542	Mulligans	05/22/2018	281.25	62910	06/06/2018
		17-8542	9th Street, Myrtle to Lee St.	05/22/2018	523.75	62910	06/06/2018
		Total 3778:			1,869.50		
3695	Guho Corp.	170101087-0	8th Street Loading Zone P	04/30/2018	2,802.44	10834	06/06/2018
		17084-03	2018 CD Public Improvem	04/30/2018	4,239.44	10834	06/06/2018
		180101025-0	Street/District Improvement	04/30/2018	252,167.15	10834	06/06/2018
		Total 3695:			259,209.03		
4075	Hanson Janitorial Supply	652152	Janitorial Supplies @ 1010	06/06/2018	438.50	62936	06/28/2018
		Total 4075:			438.50		
3810	Hummel Architects PLLC	8736	10th & Front Garage Refur	05/01/2018	390.00	10864	06/27/2018
		8763	10th & Front Garage Refur	04/30/2018	10,360.00	10835	06/06/2018
		8763	10th & Front Garage Refur	04/30/2018	960.00	10835	06/06/2018
		Total 3810:			11,710.00		
3826	Idaho Airships Inc.	6842	Update aerial maps	05/18/2018	7,955.00	62904	06/05/2018

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3826:					7,955.00		
2129	Idaho Blueprint & Supply C	426022	WS Park	05/14/2018	127.92	10847	06/08/2018
Total 2129:					127.92		
2165	Idaho Power	06607MAY20	9th St outlets #220040660	05/31/2018	3.54	10859	06/20/2018
		08260MAY18	421 N 10th St, 222370826	05/31/2018	967.74	10859	06/20/2018
		10368MAY18	617 S Ash #2200910368	05/31/2018	26.00	10859	06/20/2018
		24935MAY18	1010 Jefferson 222382493	05/31/2018	1,591.68	10859	06/20/2018
		27995MAY18	9th & State # 2201627995	05/31/2018	3.54	10859	06/20/2018
		34903 MAY2	8th St lights #2202934903	05/31/2018	51.09	10859	06/20/2018
		83212 MAY2	Grove Vault #2205983212	05/31/2018	301.62	10859	06/20/2018
Total 2165:					2,945.21		
3900	Idaho Records Manageme	0127451	Records Storage	05/31/2018	96.05	10848	06/08/2018
Total 3900:					96.05		
2186	Idaho Statesman	263244 APRI	Legal Notices	04/30/2018	89.78	62897	06/04/2018
		263244 MAY	Legal Notices	05/31/2018	40.52	62926	06/22/2018
Total 2186:					130.30		
2240	Intermountain Gas Compa	30007 MAY1	617 Ash St #69482130007	05/22/2018	11.11	10860	06/21/2018
		30007 MAY2	617 Ash St #69482130007	05/31/2018	3.71	10877	06/21/2018
		738247 MAY	1010 W Jeferson #880935	05/22/2018	80.48	62911	06/06/2018
		78347APR17	1010 W Jeferson #880935	04/20/2018	65.14	62911	06/06/2018
		99689	415 N 10th #75314699689	04/20/2018	165.03	62911	06/06/2018
		99689 MAY1	415 N 10th #75314699689	05/22/2018	37.84	62911	06/06/2018
Total 2240:					363.31		
2252	International Downtown As	102861	Member dues	06/01/2018	1,084.50	62927	06/22/2018
Total 2252:					1,084.50		
3966	Involta	0032358	Website Hosting Services	05/31/2018	1,347.90	62928	06/22/2018
Total 3966:					1,347.90		
3808	Jed Split Creative	2071	Annual Report	05/23/2018	3,800.00	62920	06/11/2018
		2071	Annual Report	05/23/2018	8,629.00	62920	06/11/2018
		2076	Shoreline Website	06/18/2018	3,995.00	62937	06/28/2018
		2076	Shoreline Website	06/18/2018	665.00	62937	06/28/2018
Total 3808:					17,089.00		
2288	Jensen Belts	1765-5	WD, Downtown Urban Par	05/30/2018	9,280.28	10873	06/29/2018
		1768-4	Streetscape Design Next Y	05/30/2018	700.50	10873	06/29/2018
Total 2288:					9,980.78		
3913	Kimley-Horn and Associate	11170482	Parking Strategic Plan – S	05/01/2018	11,795.00	62905	06/05/2018

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3913:					11,795.00		
2396	Leland Consulting Group	5937.1.1	State Street URD	04/30/2018	9,079.37	10836	06/06/2018
		5937.1.2	State Street URD	05/31/2018	8,857.50	10874	06/29/2018
Total 2396:					17,936.87		
3819	Level 3 Communications L	70635082	Internet & Data	05/17/2018	605.18	62912	06/06/2018
		71189042	Internet & Data	06/17/2018	605.18	62938	06/28/2018
Total 3819:					1,210.36		
4077	MDT-Tex	480620073	Fountain Supplies	06/20/2018	780.00	62939	06/28/2018
		480620073	Fountain Supplies - Ship -	06/20/2018	358.63	62939	06/28/2018
Total 4077:					1,138.63		
3813	Oliver Russell	22678	2018 IEDC - Excellence in	05/17/2018	6,750.00	62906	06/05/2018
		22678	2018 IEDC - Excellence in	05/17/2018	165.00	62906	06/05/2018
		22758	Secure Bike Storage Brand	06/20/2018	5,000.00	62940	06/28/2018
Total 3813:					11,915.00		
3899	Pavement Specialties of Id	12804	8th Street Re-striping - 201	06/03/2018	1,625.00	62941	06/28/2018
Total 3899:					1,625.00		
4061	Payette Brewing	693A	Pioneer Pathway Marketin	05/16/2018	5,000.00	62898	06/04/2018
Total 4061:					5,000.00		
4064	PGAV Planner LLC	108970	Bench URD - Eligibility Stu	05/31/2018	2,285.00	62929	06/22/2018
Total 4064:					2,285.00		
4023	Primary Electric	697	Eastman Elevator Electrica	05/23/2018	4,014.03	62913	06/06/2018
Total 4023:					4,014.03		
2774	Pro Care Landscape Mana	20248	8th Street	05/31/2018	45.00	62930	06/22/2018
		20249	10th & Front Garage	05/31/2018	5.40	62930	06/22/2018
		20328	5th & Front	05/31/2018	70.00	62930	06/22/2018
		20329	617 Ash Street	05/31/2018	237.00	62930	06/22/2018
		20330	8th Street	05/31/2018	184.00	62930	06/22/2018
		20331	10th & Front Garage	05/31/2018	473.00	62930	06/22/2018
		20332	Plum Street Property	05/31/2018	40.00	62930	06/22/2018
		20424	Landscape 421 N 10th (IS	05/31/2018	243.00	62930	06/22/2018
Total 2774:					1,297.40		
2798	Quadrant Consulting Inc.	9722	New Shoreline URD Bound	04/30/2018	1,170.00	62899	06/04/2018
		9751	Shoreline Infrastructure As	05/15/2018	2,678.50	62914	06/06/2018
Total 2798:					3,848.50		
3896	Rim View LLC	JUNE 2018	Monthly Rent and NNN - Tr	06/01/2018	13,279.29	62892	06/01/2018

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3896:					13,279.29		
3929	SB Friedman Development	#180039 INV	Shoreline URA District, Urb	05/22/2018	13,157.50	10855	06/13/2018
		GATEWAY #	Gateway URD	05/23/2018	15,573.86	10855	06/13/2018
Total 3929:					28,731.36		
3796	Scheidt & Bachmann USA	32277	April 2018 Merchant Fee's	04/30/2018	860.62	10837	06/06/2018
Total 3796:					860.62		
4073	Secure Pacific Corporation	176513	Move Controll Equipment	05/31/2018	1,031.50	62942	06/28/2018
Total 4073:					1,031.50		
3542	Security LLC - Plaza 121	JUNE 2018	Office rent - June 2018	06/01/2018	10,898.86	62893	06/01/2018
Total 3542:					10,898.86		
3949	Shellan Rodriguez	JUNE 2018	Mileage	06/15/2018	21.80	10878	06/29/2018
Total 3949:					21.80		
4046	Sloan Security Group	21818	Bike Coral Placement	05/22/2018	3,802.00	62915	06/06/2018
Total 4046:					3,802.00		
3974	Stability Networks Inc.	26955	New Computer Equipment	05/29/2018	1,475.73	10849	06/08/2018
		26980	Complete Care Network Su	05/31/2018	2,125.00	10865	06/27/2018
		26980	Azure Cloud Backup	05/31/2018	420.00	10865	06/27/2018
Total 3974:					4,020.73		
3029	State Insurance Fund	18324542	Workers Comp	05/31/2018	1,098.00	62916	06/06/2018
Total 3029:					1,098.00		
4071	State of Idaho - Public Wor	PORJECT#1	RD, Idaho Historical Museu	05/15/2018	149,354.78	62921	06/11/2018
Total 4071:					149,354.78		
3242	Suez Water Idaho	21111 MAY2	503 509 Ash/Pioneer Grn 0	05/21/2018	23.53	10857	06/07/2018
		31111 MAY1	8th & GROVE #060072175	05/15/2018	108.83	10845	06/01/2018
		38055 MAY1	421 N 10th Street 0600434	05/15/2018	134.59	62917	06/06/2018
		40945 1010 J	1010 Jefferson 060003957	05/15/2018	23.83	Multiple	Multiple
		621111MAY1	617 Ash St water #060063	05/31/2018	11.49	10875	06/18/2018
		92853 MAY1	Eastman office #06000337	05/15/2018	64.31	Multiple	06/01/2018
Total 3242:					366.58		
3831	The Land Group Inc.	0139812	RD, River Street SS, Ash t	04/30/2018	7,265.60	10838	06/06/2018
		0139923	8th Street	05/01/2018	508.06	10866	06/27/2018
		0139944	RD, River Street SS, Ash t	05/01/2018	1,510.04	10866	06/27/2018
Total 3831:					9,283.70		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
4074	The Potting Shed	15725	Interior Plant Maint.	05/31/2018	60.00	62943	06/28/2018
Total 4074:					60.00		
3170	Treasure Valley Coffee Inc.	05255751	Cooler Rental	05/01/2018	75.00	62918	06/06/2018
		05578440	Tea	05/14/2018	7.54	62900	06/04/2018
		05579905	Water & Cooler Rental	05/30/2018	75.00	62918	06/06/2018
		05617662	Coffee	05/29/2018	135.45	62918	06/06/2018
		05619707	Tea	06/11/2018	10.49	62931	06/22/2018
		05622482	Office/Kitchen Supplies	06/05/2018	37.35	62931	06/22/2018
Total 3170:					340.83		
4069	Treasure Valley Cycling Alli	MR11APR20	Boise Bike Week Sponsors	05/01/2018	1,000.00	62901	06/04/2018
Total 4069:					1,000.00		
3233	United Heritage	02014-001 J	ST & LT Dissability & Life I	06/01/2018	1,321.27	62932	06/22/2018
Total 3233:					1,321.27		
4067	Upson Company	692570	Garage Asbestos Testing -	05/10/2018	975.00	62902	06/04/2018
Total 4067:					975.00		
3835	US Bank - Credit Cards	05.25.2018	Prepaid Expenses	05/25/2018	940.00	10856	Multiple
		05.25.2018	Voice, data & webhosting s	05/25/2018	79.51	10856	Multiple
		05.25.2018	Office Supplies	05/25/2018	937.75	10856	Multiple
		05.25.2018	Dues & Subscriptions	05/25/2018	1,085.00	10856	Multiple
		05.25.2018	Travel & Meeting(non-local	05/25/2018	418.78	10856	Multiple
		05.25.2018	Personnel Training (Local)	05/25/2018	85.00	10856	Multiple
		05.25.2018	Local Meetings & Transpor	05/25/2018	536.02	10856	Multiple
		05.25.2018	The Grove - Operations	05/25/2018	39.14	10856	Multiple
		05.25.2018	R&M - Trailhead Facility	05/25/2018	5.81	10856	Multiple
Total 3835:					4,127.01		
3266	Valley Regional Transit	23170	Bus Passes	05/01/2018	540.00	10867	06/27/2018
		23472	Bus Passes	05/31/2018	540.00	10850	06/08/2018
Total 3266:					1,080.00		
3841	VoiceText Communications	05.28.2018-5	Conference calls	05/27/2018	30.13	10851	06/08/2018
		06.03.2018-6	Conference calls	06/03/2018	13.08	10868	06/27/2018
		06.11.18-613	Conference calls	06/11/2018	14.45	10868	06/27/2018
Total 3841:					57.66		
3997	Wash Worx	286	Pressure Wash 8th Street	05/30/2018	2,500.00	10852	06/08/2018
		287	Bike Rack Install - Pivot No	06/06/2018	250.00	10869	06/27/2018
Total 3997:					2,750.00		
3365	Westerberg & Associates	210	Legislative Advisement Ser	05/31/2018	2,000.00	10853	06/08/2018
Total 3365:					2,000.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3998	Western Records Destructi	0398436	Records Destroyed	05/31/2018	58.00	62933	06/22/2018
Total 3998:					58.00		
3374	Western States Equipment	668977	Bldg 8 generator maintena	05/29/2018	263.75	62919	06/06/2018
Total 3374:					263.75		
3990	Xerox Corporation	093414762	Copier Lease	05/31/2018	392.44	10854	06/08/2018
Total 3990:					392.44		
Grand Totals:					1,019,926.44		

Report Criteria:

Detail report type printed



Paid Invoice Report

For the Period: 7/01/2018 through 7/31/2018

Payee	Description	Payment Date	Amount
Debt Service:			
US Bank	AHA Payment - Civic Plaza	7/11/2018	85,000.00
US Bank Trust	Parking Access Agreement	7/11/2018	317,000.00
	Total Debt Payments:		402,000.00
Payroll:			
EFTPS - IRS	Federal Payroll Taxes	7/3/2018	12,334.64
Idaho State Tax Commission	State Payroll Taxes	7/3/2018	1,804.00
CCDC Employees	Direct Deposits Net Pay	7/3/2018	33,803.81
PERSI	Retirement Payment	7/3/2018	15,187.84
Idaho State Tax Commission	SUTA Payment Q2	7/10/2018	1,380.18
EFTPS - IRS	Federal Payroll Taxes	7/18/2018	13,012.74
Idaho State Tax Commission	State Payroll Taxes	7/18/2018	1,951.00
CCDC Employees	Direct Deposits Net Pay	7/18/2018	35,274.51
PERSI	Retirement Payment	7/18/2018	15,568.71
Idaho State Tax Commission	State Payroll Taxes	7/30/2018	1,800.00
PERSI	Retirement Payment	7/30/2018	15,143.14
	Total Payroll Payments:		147,260.57
Checks and ACH			
Various Vendors	Check and ACH Payments Issued (See Attached)	JULY 2018	2,693,899.56
	Total Paid Invoice, Reported Payments:		2,693,899.56

Total Cash Disbursements: \$ 3,243,160.13

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

 Finance Director 5/9/2018 Date	 Executive Director 8/7/18 Date	 Board Member Aug 8, 2018 Date
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Report Criteria:

Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3659	Ada County	JULY 2018	July 2018 Master Ground	07/01/2018	10,426.75	62974	07/26/2018
		JULY 2018	July 2018 Surplus Ground	07/01/2018	11,987.75	62974	07/26/2018
		JULY 2018 #	July 2018 Master Ground	07/01/2018	25,882.00	62974	07/26/2018
		JULY 2018 #	July 2018 Surplus Ground	07/01/2018	11,044.50	62974	07/26/2018
Total 3659:					59,341.00		
1139	American Cleaning Service	1594	Trailhead Cleaning - 12 Mo	07/01/2018	936.71	10887	07/17/2018
		873A	1010 Cleaning - June	06/01/2018	793.80	10879	07/06/2018
Total 1139:					1,730.51		
4055	Anderson & Wood Constr	PAY APP #1	Alley Imprv (6th to 3rd Mai	06/30/2018	44,345.05	10897	07/18/2018
Total 4055:					44,345.05		
1316	Blue Cross of Idaho	1815500012	Health Insurance - July 201	07/01/2018	22,589.02	62944	07/01/2018
Total 1316:					22,589.02		
1331	Boise Centre	8311-IN	Grove maintenance fee - J	07/01/2018	6,922.00	62975	07/26/2018
Total 1331:					6,922.00		
1385	Boise City Utility Billing	91177 JULY	848 Main St # 0447416001	07/01/2018	7.15	10917	07/26/2018
Total 1385:					7.15		
1418	Boise Metro Chamber of C	5783416	Leadership Boise Participa	06/15/2018	1,950.00	10880	07/06/2018
Total 1418:					1,950.00		
3712	Car Park	JUNE 2018	10th & Front - Grove	06/30/2018	27,792.92	10915	07/27/2018
		JUNE 2018	9th & Front - City Centre	06/30/2018	31,861.66	10915	07/27/2018
		JUNE 2018	9th & Main - Eastman	06/30/2018	33,155.64	10915	07/27/2018
		JUNE 2018	Cap & Front - Cap. T.	06/30/2018	25,086.28	10915	07/27/2018
		JUNE 2018	Cap & Myrtle - Myrtle	06/30/2018	19,195.15	10915	07/27/2018
		JUNE 2018	Cap & Front - BLVD	06/30/2018	13,366.50	10915	07/27/2018
		MAY 2018	10th & Front - Grove	05/31/2018	23,348.91	10901	07/18/2018
		MAY 2018	9th & Front - City Centre	05/31/2018	36,672.73	10901	07/18/2018
		MAY 2018	9th & Main - Eastman	05/31/2018	29,115.20	10901	07/18/2018
		MAY 2018	Capitol & Front - BLVD	05/31/2018	11,520.54	10901	07/18/2018
		MAY 2018	Capitol & Main - Cap T	05/31/2018	21,460.18	10901	07/18/2018
		MAY 2018	Capitol & Myrtle - Myrtle	05/31/2018	16,945.51	10901	07/18/2018
		MAY 2018	Refund - 9th & Main	05/31/2018	112.90	10901	07/18/2018
		MAY 2018	Refund - 10th & Front	05/31/2018	78.39	10901	07/18/2018
		MAY 2018	Refund - 9th & Front	05/31/2018	140.00	10901	07/18/2018
		MAY 2018	Refund - 9th & Main	05/31/2018	525.00	10901	07/18/2018
		MAY 2018	Refund - Cap & Myrtle	05/31/2018	124.02	10901	07/18/2018
		MAY 2018	Refund - Cap & Main	05/31/2018	129.87	10901	07/18/2018
		MAY 2018	Refund - 9th & Front	05/31/2018	90.68	10901	07/18/2018
		MAY 2018	Refund - Cap & front	05/31/2018	49.14	10901	07/18/2018

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3712:					290,771.22		
3857	Carew Co	2529	Quarterly Web Maint. (1 ye	07/16/2018	875.00	62970	07/23/2018
Total 3857:					875.00		
3898	Carver Thornton Young (C	18-0709	Secure Bike Parking Struct	06/30/2018	3,520.00	10905	07/25/2018
Total 3898:					3,520.00		
1556	Caselle Inc.	88140	Contract support - July 201	07/01/2018	787.33	62945	07/01/2018
Total 1556:					787.33		
2810	CenturyLink	1445353756	Grove - Data Service	07/11/2018	1,212.81	10904	07/23/2018
Total 2810:					1,212.81		
1595	CITY OF BOISE	BRIDGE LIG	9th Street Bridge Lighting	07/05/2018	39,375.00	62967	07/16/2018
		IK10	Park & Ride 2018	06/30/2018	18,130.00	62965	07/16/2018
		IK10	Park & Ride - 2018	06/30/2018	6,405.00	62965	07/16/2018
		KT9	City Hall Plaza Improve	05/15/2018	1,225,000.00	62976	07/26/2018
		KT9	City Hall Plaza Improve	05/15/2018	146,351.00	62976	07/26/2018
Total 1595:					1,435,261.00		
1643	Community Planning Asso	218115	FY18 4th qtr Membership	07/01/2018	2,050.00	10898	07/18/2018
Total 1643:					2,050.00		
3947	Crane Alarm Service	50033	Fire Alarm System - Monito	06/30/2018	25.00	62949	07/13/2018
Total 3947:					25.00		
1703	CSHQA	30983	Alley Improvements	05/01/2018	750.45	10899	07/18/2018
		30983	Alley Improvements	05/01/2018	13,000.00	10899	07/18/2018
		31139	2018 CD Public Improvem	06/30/2018	121.75	10906	07/25/2018
Total 1703:					13,872.20		
3977	CTA Inc.	138281	Shoreline URD PR	06/30/2018	12,483.37	10910	07/27/2018
		138284	CCDC Urban Renewal Pla	06/30/2018	48,237.93	10910	07/27/2018
Total 3977:					60,721.30		
4002	Don Reading	RMOB PART	Materiality of RMOB URD	07/01/2018	1,000.00	62950	07/13/2018
Total 4002:					1,000.00		
4003	Donald Holley	RMOB PART	Materiality of RMOB URD	07/01/2018	500.00	62951	07/13/2018
Total 4003:					500.00		
3887	Drake Mechanical	113063	10th & Front Water Source	07/05/2018	2,840.95	62952	07/13/2018

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3887:					2,840.95		
1838	Elam & Burke P.A.	174303	CD Closeout	06/30/2018	.00	10911	07/27/2018
		174304	Civic Partners Developmen	06/30/2018	.00	10911	07/27/2018
		174305	Parcel B Hotel Project	06/30/2018	.00	10911	07/27/2018
		174306	Parking Matters	06/30/2018	.00	10911	07/27/2018
		174307	RM 2017 Bonds	06/30/2018	.00	10911	07/27/2018
		174308	Downtown Boise Public Lib	06/30/2018	.00	10911	07/27/2018
		174309	New URD - Shoreline	06/30/2018	.00	10911	07/27/2018
		174311	New URD - State STreet	06/30/2018	.00	10911	07/27/2018
		174312	101-0 General	06/30/2018	.00	10911	07/27/2018
		174313	RM Implement	06/30/2018	.00	10911	07/27/2018
		174315	WS District	06/30/2018	.00	10911	07/27/2018
		174316	New URD - GWD	06/30/2018	.00	10911	07/27/2018
Total 1838:					.00		
1898	Fiberpipe	0424	Email & Audio	07/01/2018	64.90	10888	07/17/2018
Total 1898:					64.90		
3807	FreedomVoice Systems	2018-070117	Monthly Service	07/01/2018	549.57	62953	07/13/2018
Total 3807:					549.57		
3695	Guho Corp.	17084-03 #2	2018 CD Public Improvem	06/30/2018	13,321.39	10912	07/27/2018
		180101025-0	Street/District Improvement	05/31/2018	290,620.96	10900	07/18/2018
		180101025-0	Street/District Improvement	06/30/2018	44,013.08	10912	07/27/2018
		180101025-0	2018 CD Public Improvem	06/30/2018	219,581.22	10912	07/27/2018
Total 3695:					567,536.65		
2165	Idaho Power	06607 JUNE	9th St outlets #220040660	06/30/2018	3.54	10903	07/20/2018
		08260 JUNE	421 N 10th St, 222370826	06/30/2018	1,236.13	10903	07/20/2018
		27995 JULY1	9th & State # 2201627995	06/30/2018	3.54	10903	07/20/2018
		34903 JUNE	8th St lights #2202934903	06/30/2018	40.00	10903	07/20/2018
		83212 JUNE	Grove Vault #2205983212	06/30/2018	534.61	10903	07/20/2018
Total 2165:					1,817.82		
3900	Idaho Records Manageme	0127968	Records Storage	06/30/2018	96.05	10889	07/17/2018
Total 3900:					96.05		
2186	Idaho Statesman	263244 JUN	Legal Notices	06/30/2018	90.54	62954	07/13/2018
Total 2186:					90.54		
2240	Intermountain Gas Compa	99689 JULY1	415 N 10th #75314699689	07/01/2018	9.79	10919	07/10/2018
Total 2240:					9.79		
3966	Involta	0032943	Website Hosting Services	06/30/2018	1,347.90	62955	07/13/2018
Total 3966:					1,347.90		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
2288	Jensen Belts	1735-5	8th Street Bollards	06/30/2018	937.11	10913	07/27/2018
		1765-6	WD, Downtown Urban Par	06/30/2018	9,146.51	10913	07/27/2018
		1765-6	WD, Downtown Urban Par	06/30/2018	3,196.87	10913	07/27/2018
Total 2288:					13,280.49		
3922	Kevin Martin	HR CHICAG	SHRM18 Expense Reimbu	06/20/2018	802.04	10916	07/25/2018
Total 3922:					802.04		
3913	Kimley-Horn and Associate	11404632	Parking Strategic Plan – S	06/01/2018	5,339.23	62966	07/16/2018
Total 3913:					5,339.23		
3439	KPFF Consulting Engineer	213903	10th & Front Garage Refur	06/19/2018	4,495.00	10881	07/06/2018
Total 3439:					4,495.00		
2396	Leland Consulting Group	5937.1.3	State Street URD	06/30/2018	3,376.25	10907	07/25/2018
Total 2396:					3,376.25		
4030	Liberty Mutual Insurance	902128100 J	Cap. T. Non-Owned Auto	07/01/2018	11.56	62971	07/23/2018
		902128100 J	Cap. T. Non-Owned Auto	07/01/2018	5.44	62971	07/23/2018
Total 4030:					17.00		
4078	Mechanism Exchange & R	32240	Consolidated Newspaper S	07/03/2018	2,045.92	62956	07/13/2018
		32399	Delivery Upcharge - Conso	07/17/2018	102.00	62972	07/23/2018
Total 4078:					2,147.92		
3833	Musgrove Engineering P.A.	16-198N	Alley Imprv (6th to 3rd Mai	06/30/2018	620.00	10890	07/17/2018
Total 3833:					620.00		
3767	neurilink llc	134675	Repairs - Board Room Equ	06/20/2018	1,010.61	10882	07/06/2018
Total 3767:					1,010.61		
4064	PGAV Planner LLC	109068	Bench URD - Eligibility Stu	06/30/2018	39,441.60	62977	07/26/2018
Total 4064:					39,441.60		
2774	Pro Care Landscape Mana	20966	8th Street Planters	06/30/2018	2,720.00	62957	07/13/2018
		20966	8th Street	06/30/2018	222.00	62957	07/13/2018
		20967	10th & Front Garage	06/30/2018	198.00	62957	07/13/2018
		21061	8th Street	06/30/2018	141.56	62957	07/13/2018
		21062	10th & Front Garage	06/30/2018	50.09	62957	07/13/2018
Total 2774:					3,331.65		
2798	Quadrant Consulting Inc.	9792	Shoreline Infrastructure As	05/31/2018	5,811.00	62948	07/09/2018
		9798	New Shoreline URD Bound	06/11/2018	1,385.00	62948	07/09/2018
		9798	New Shoreline URD Bound	06/11/2018	1,500.00	62948	07/09/2018
		9798	New Shoreline URD Bound	06/11/2018	967.00	62948	07/09/2018
		9840	New Shoreline URD Bound	06/30/2018	1,533.00	62978	07/26/2018

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		9846	Shoreline Infrastructure As	06/30/2018	3,651.00	62978	07/26/2018
	Total 2798:				14,847.00		
3896	Rim View LLC	JULY 2018	Monthly Rent and NNN - Tr	07/01/2018	13,279.29	62946	07/01/2018
	Total 3896:				13,279.29		
3929	SB Friedman Development	GATEWAY #	Gateway URD	06/22/2018	13,121.77	10914	07/27/2018
	Total 3929:				13,121.77		
3796	Scheidt & Bachmann USA	32475	May 2018 Merchant Fee's	05/31/2018	891.20	10891	07/17/2018
		32871	June 2018 Merchant Fee's	06/30/2018	907.36	10908	07/25/2018
	Total 3796:				1,798.56		
3542	Security LLC - Plaza 121	JULY 2018	Office rent - July 2018	07/01/2018	10,898.86	62947	07/01/2018
	Total 3542:				10,898.86		
2969	Sherman & Howard L.L.C.	731611	Amend 2017 Bond Resoluti	06/30/2018	16,116.25	62979	07/26/2018
	Total 2969:				16,116.25		
3974	Stability Networks Inc.	27089	New Computer Equipment	06/19/2018	4,651.08	10883	07/06/2018
		27174	Complete Care Network Su	06/30/2018	2,125.00	10892	07/17/2018
		27174	Azure Cloud Backup	06/30/2018	420.00	10892	07/17/2018
	Total 3974:				7,196.08		
3242	Suez Water Idaho	28504 JULY	Grove & 10th #060035756	07/13/2018	137.12	10918	07/30/2018
		31111 JULY1	8th & GROVE #060072175	07/13/2018	294.71	10918	07/30/2018
	Total 3242:				431.83		
3815	Synoptek LLC	1141445	Domain Name Renewal	06/22/2018	26.50	62958	07/13/2018
	Total 3815:				26.50		
3831	The Land Group Inc.	0140165	RD, River Street SS, Ash t	06/30/2018	1,666.76	10893	07/17/2018
	Total 3831:				1,666.76		
4074	The Potting Shed	15750	Interior Plant Maint.	06/30/2018	60.00	62959	07/13/2018
	Total 4074:				60.00		
3907	Total System Services	C001556A	HVAC Maint	06/01/2018	99.56	62960	07/13/2018
	Total 3907:				99.56		
3923	Trailhead	#009	Boise Start-Up Week 2018	06/20/2018	3,000.00	10884	07/06/2018
		39562	Intermountain Gas - 70%	05/31/2018	97.39	10884	07/06/2018
		39562	Boise City - 70%	05/31/2018	90.56	10884	07/06/2018
		39562	Idaho Power - 70%	05/31/2018	193.85	10884	07/06/2018
		39562	Intermountain Gas - 70%	05/31/2018	99.46	10884	07/06/2018

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		39562	Boise City - 70%	05/31/2018	93.38	10884	07/06/2018
		39562	Idaho Power - 70%	05/31/2018	169.69	10884	07/06/2018
	Total 3923:				3,744.33		
3170	Treasure Valley Coffee Inc.	05630451	Cooler Rental	06/27/2018	75.00	62961	07/13/2018
		05638661	Coffee & tea	06/30/2018	92.04	62961	07/13/2018
	Total 3170:				167.04		
3486	ULI Idaho	2532347	Sponsorship - Equitable Cit	06/01/2018	1,500.00	62973	07/23/2018
	Total 3486:				1,500.00		
3233	United Heritage	02014-001 J	ST & LT Dissability & Life I	07/01/2018	1,321.27	62962	07/13/2018
	Total 3233:				1,321.27		
3835	US Bank - Credit Cards	06.25.2018	Voice, data & webhosting s	06/25/2018	25.00	10902	07/18/2018
		06.25.2018	Office Supplies	06/25/2018	1,441.12	10902	07/18/2018
		06.25.2018	Postage	06/25/2018	31.55	10902	07/18/2018
		06.25.2018	Dues & Subscriptions	06/25/2018	1,158.16	10902	07/18/2018
		06.25.2018	Travel & Meeting(non-local	06/25/2018	1,738.55	10902	07/18/2018
		06.25.2018	Personnel Training (Local)	06/25/2018	281.40	10902	07/18/2018
		06.25.2018	Voice, data & webhosting s	06/25/2018	99.00	10902	07/18/2018
		06.25.2018	Recruitment Expenses	06/25/2018	274.91	10902	07/18/2018
		06.25.2018	Local Meetings & Transpor	06/25/2018	440.95	10902	07/18/2018
		06.25.2018	Professional Services Gen	06/25/2018	75.00	10902	07/18/2018
		06.25.2018	8th Street Operations	06/25/2018	21.16	10902	07/18/2018
		06.25.2018	The Grove - Operations	06/25/2018	2,328.61	10902	07/18/2018
		06.25.2018	R & M - Buildings & Groun	06/25/2018	484.34	10902	07/18/2018
		06.25.2018	Office Supplies	06/25/2018	373.91-	10902	07/18/2018
	Total 3835:				8,025.84		
4068	Veritas Material Consulting	1035	10th & Front Garage Refur	07/03/2018	800.00	62963	07/13/2018
	Total 4068:				800.00		
3841	VoiceText Communications	06.18.2018-6	Conference calls	06/18/2018	24.58	10885	07/06/2018
		07.16.18-724	Conference calls	07/15/2018	8.73	10909	07/25/2018
	Total 3841:				33.31		
3997	Wash Worx	#INV-000291	Bike Rack Install - Rise &	06/25/2018	375.00	10894	07/17/2018
	Total 3997:				375.00		
3365	Westerberg & Associates	211	Legislative Advisement Ser	06/30/2018	2,000.00	10895	07/17/2018
	Total 3365:				2,000.00		
3374	Western States Equipment	700527	Bldg 8 generator maintena	07/03/2018	252.50	62964	07/13/2018
	Total 3374:				252.50		
3990	Xerox Corporation	093749998	Copier Lease	06/30/2018	441.26	10896	07/17/2018

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3990:					441.26		
Grand Totals:					2,693,899.56		

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
June 11, 2018 12:00 p.m.

I. CALL TO ORDER:

Vice Chair Woodings convened the meeting with a quorum at 12:04 p.m.

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

Absent: Commissioner Dave Bieter, Commissioner Gordon Jones, and Commissioner Dana Zuckerman.

Agency staff members present: 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; Laura Williams, Project Manager; Matt Edmond, Project Manager; Shellan Rodriguez, Real Estate Development Manager; Joey Chen, Controller; Kathy Wanner, Contracts Specialist; and Sandy Lawrence, Administrative Assistant. Also present was Agency legal counsel, Ryan Armbruster.

II. AGENDA CHANGES/ADDITIONS:

Commissioner Jordan moved to adopt the revised amended agenda that was posted after the 48-hour notice. The amendment split one action item into two items – Action Items B & C, concerning the River Myrtle – Old Boise plan amendment Deannexation of properties.

Commissioner Quintana seconded the motion.

All said Aye, the motion carried, 4-0.

There will be no Executive Session in today's meeting due to only having 4 members of the Board present.

III. CONSENT AGENDA:

A. Expenses

1. Approval of Paid Invoice Report – May 2018

B. Minutes and Reports

1. Approval of May 14, 2018 Meeting Minutes

C. Other

1. Approve Resolution #1552 – 801 N Main Street – Wells Fargo Center Retail – Type One Participation Agreement with ODC-FIC, LP [*Designation 5/14/18, NTE \$150,000*]

Commissioner Jordan made a motion to approve the Consent Agenda.

Commissioner Quintana seconded.

All said Aye, the motion carried, 4-0.

IV. ACTION ITEM

A. CONSIDER: Resolution #1556 - Approve 30th St Plan Amendment (DeAnnex) (5 minutes)

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

Commissioner Jordan moved to adopt Resolution #1556, approving and adopting the First Amendment to the Urban Renewal Plan, 30th Street Area Urban Renewal Project, seeking to deannex certain parcels from the existing 30th Street Project Area.

Commissioner Quintana seconded.
All said Aye, the motion carried, 4-0.

B. CONSIDER: Resolution #1555A - Approve RMOB Plan Amendment Option A (DeAnnex)

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

Commissioner Quintana made a statement concerning both proposed resolutions:

"For those who have seen me on (City) Council, anything that had the words "St Lukes" attached to it, I had to recuse myself from those discussions because I'm an employee of St Lukes. Just to confirm with counsel here too, that making a decision that has to do with property around, even though it is not St Luke's property that we're talking about, I'm not making any decision either way that has to do with anything concerning my employer. We're talking about a district, and I feel like there's no conflict and I just wanted to confirm and put on the record that there is not one, because any time the word St Luke's was brought up to where it was specifically called out – I just want to be extra sensitive to that because I did not participate in any way during the City Council hearings when I was a City Council Member. Now that I'm no longer a City Council Member, I am still a Commissioner. I just want to make sure that's crystal clear."

Agency Counsel, Ryan Armbruster, indicated that in his opinion, no conflict existed for consideration of these two resolutions.

Commissioner Jordan moved to adopt Resolution #1555A approving and adopting the First Amendment to the First Amended and Restated Urban Renewal Plan, River Myrtle – Old Boise Urban Renewal Project, seeking to deannex certain parcels from the existing River Myrtle – Old Boise Project Area based on Option A.

Commissioner Quintana seconded.
All said Aye, the motion carried, 4-0.

C. CONSIDER: Resolution #1555B - Approve RMOB Plan Amendment Option B (DeAnnex)

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

Commissioner Jordan moved to adopt Resolution #1555B, approving and adopting the First Amendment to the First Amended and Restated Urban Renewal Plan, River Myrtle – Old Boise Urban Renewal Project, seeking to deannex certain parcels from the existing River Myrtle – Old Boise Project Area based on Option B.

Commissioner Quintana seconded.
All said Aye, the motion carried, 4-0.

D. CONSIDER: Resolution #1542 - Central District Termination

Ross Borden, CCDC Finance & Administration Director, gave a report.

Commissioner Jordan moved to adopt Resolution #1542, terminating the Central District and providing notice to the seven affected taxing districts including Ada County, and the Idaho State Tax Commission.

Commissioner Quintana seconded.
All said Aye, the motion carried, 4-0.

E. CONSIDER: Capitol & Front Garage Disposition Approve Revised RFP

Laura Williams, CCDC Project Manager, gave a report.

Commissioner Jordan moved to authorize the Executive Director to revise the Capitol & Front Garage Request for Proposals, and publish the revised RFP using the process as outlined.

Commissioner Quintana seconded.
All said Aye, the motion carried, 4-0.

F. CONSIDER: Resolution #1551 – Awarding Contract for 10th & Front Garage Concrete Repairs Project

Kathy Wanner, CCDC Contracts Specialist, gave a report.

Commissioner Jordan moved to adopt Resolution #1551, recognizing Guho Corp. as the lowest responsive bidder, awarding the 10th & Front Garage Concrete Repairs Project contract to Guho Corp. for the total Base Bid plus Bid Alternate amount of \$397,087.97, and authorizing the Executive Director to negotiate and execute the contract and to expend funds as set forth in the resolution.

Commissioner Quintana seconded.
All said Aye, the motion carried, 4-0.

G. CONSIDER: Resolution #1553 - Central District CMGC Contract Amendment, GMP #3

Doug Woodruff, CCDC Senior Project Manager, gave a report.

Commissioner Jordan moved to adopt Resolution #1553, authorizing the amendment of the Central District CMGC Agreement with Guho Corporation. F

Commissioner Quintana seconded.
All said Aye, the motion carried, 4-0.

H. CONSIDER Resolution #1554 - Westside Downtown Urban Park Master Development Agreement

Doug Woodruff, CCDC Senior Project Manager, gave a report.

Commissioner Jordan moved to adopt Resolution #1554, approving the Westside Downtown Urban Park Master Development Agreement.

Commissioner Quintana seconded.
All said Aye, the motion carried, 4-0.

V. INFORMATION/DISCUSSION ITEMS:

A. CCDC & CTA Present Preliminary Findings for Shoreline Urban Framework and Feasibility Study

Shellan Rodriguez, CCDC Real Estate Development Manager; and Doug Woodruff, CCDC Senior Project Manager, gave a report.

B. Secure Bike Parking Update

Matt Edmond, CCDC Project Manager, and Rob Thornton of CTY Studio, gave a report.

C. ParkBOI System Update

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

D. Operations Report

John Brunelle, CCDC Executive Director, gave a report.

VI. EXECUTIVE SESSION

Deliberate regarding acquisition of an interest in real property which is not owned by a public agency; consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code; and communicate with legal counsel to discuss the legal ramifications and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated [Idaho Code Section 74-206(1) (c), (d) and (f)].

Executive Session not held.

VII. ADJOURN

There being no further business to come before the Board, a motion was made by Commissioner Jordan to adjourn the meeting. Commissioner Quintana seconded the motion. All said Aye. 4 – 0.

The meeting was adjourned at 2:00pm.

- - - -

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 13th DAY OF AUGUST, 2018.

Dana Zuckerman, Chair

Ryan Woodings, Vice Chair

MINUTES OF SPECIAL MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
121 N. 9th St., Conference Room
Boise, ID 83702
July 11, 2018 11:45 a.m.
Call-In Meeting

I. CALL TO ORDER:

Chair Zuckerman convened the meeting with a quorum at 11:45 a.m.

Commissioner Gordon Jones, Commissioner Scot Ludwig, Commissioner Ben Quintana, Commissioner Ryan Woodings, Commissioner Dana Zuckerman, and Agency legal Counsel, Ryan Armbruster, joined the meeting via conference call.

Agency staff members present: 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; Ben Houpt, Property Manager; and Sandy Lawrence, Administrative Assistant.

II. AGENDA CHANGES/ADDITIONS:

There were no changes/additions to the agenda.

III. ACTION ITEM

A. CONSIDER: Resolution #1557 – Capitol & Main Parking Garage Painting – Approval of Type 4 Participation Agreement with Hawkins Companies

Ben Houpt, CCDC Property Manager, gave a report.

Commissioner Woodings made a motion to adopt Resolution #1557, authorizing the execution of the Type 4 Public Private Participation Agreement with Hawkins Companies.

Commissioner Ludwig seconded the motion.
All said Aye, the motion carried, 5 - 0.

IV. ADJOURN

There being no further business to come before the Board, a motion was made by Commissioner Woodings to adjourn the meeting. Commissioner Jones seconded the motion. All said Aye, the motion carried, 5- 0. The meeting was adjourned at 11:58 a.m.

- - - -

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 13th DAY OF AUGUST 2018.

Dana Zuckerman, Chair

Ryan Woodings, Vice Chair

NOTE CONCERNING SCHEDULED SPECIAL MEETING
CAPITAL CITY DEVELOPMENT CORPORATION 121 N. 9th
St., Conference Room
Boise, ID 83702
July 9, 2018 12:00 p.m.
Call-In Meeting

- - - -

The Special Call-In Board of Commissioners meeting scheduled for Noon, Monday, July 9, 2018, lacked a quorum and was not convened.

The meeting was rescheduled for and convened at 11:45 a.m. on Wednesday, July 11, 2018.



AGENDA BILL

Agenda Subject: Fourth Amendment to Piper Jaffray & Co. Financial Advisory Services Agreement		Date: August 13, 2018
Staff Contact: Ross Borden, Finance Director	Attachments: 1. Resolution 1558 2. Exhibit A: Fourth Amendment to Agreement	
Action Requested: CONSENT AGENDA: Adopt Resolution 1558 amending Piper Jaffray financial advisory services agreement.		

Background:

The Agency's current contract for financial advisory services with Piper Jaffray & Co was approved by the Board on October 15, 2014. That agreement's termination date is December 31, 2018 (Resolution 1365). Piper Jaffray Managing Director Eric Heringer is a respected advisor with a long and successful record of providing financial advice and guidance to public agencies throughout Idaho. The Agency has benefitted from his expertise and advice on many of its financings and projects.

This fourth amendment extends the agreement to December 31, 2019, and provides for financial advisory services related to the evaluation, preparation and possible financing of projects in the Westside District.

The original agreement was first amended in August 2015 to include financial advisory services for the Agency's issuance of Redevelopment Bond, Series 2015, \$5.0 million principal amount, for projects in the Central District (Resolution 1400).

It was amended a second time in December 2016 to include financial advisory services for the Agency's \$13.0 million financing for three projects in the River Myrtle-Old Boise urban renewal district (Resolution 1472).

It was amended a third time in March 2017 for financial advisory services related to the evaluation, preparation and possible financing of a portion of the city of Boise's new Main Library project (Resolution 1485).

Fiscal Notes:

The proposed fee schedule is \$2.50 per \$1,000 of bonds, subject to a \$25,000 minimum and a \$70,000 maximum fee payable upon closing of the financing. Piper Jaffray is owed \$7,500 if the project is not completed by December 31, 2019. If no Westside financings are completed by that date, Piper Jaffray is due a fee of \$7,500. The Agency's FY 2019 budget includes a \$14.6 million bond in the Westside District for a parking garage / mixed use / catalytic project. If financed at that amount, the Piper Jaffray fee would be \$36,500.

Suggested Motion and Staff Recommendation:

CONSENT AGENDA. Adopt Resolution 1558, amending the financial advisory services agreement with Piper Jaffray & Co. to include projects in the Westside District.

RESOLUTION NO. 1558

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE FOURTH AMENDMENT TO FINANCIAL SERVICES AGREEMENT WITH PIPER JAFFRAY & CO.; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE FOURTH AMENDMENT TO FINANCIAL SERVICES AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AMENDMENT; AUTHORIZING THE EXPENDITURE OF FUNDS; 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 Boise City Council adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Urban Renewal Plan (hereinafter the "Westside Plan") and the Urban Renewal Area referred to as the Westside Area;

WHEREAS, the Agency entered into a Financial Services Agreement with Piper Jaffray & Co., dated October 15, 2014, allowing for financial advisory services relative to specific projects as well as general financial analysis and advice ("Agreement"); and,

WHEREAS, the Agreement was amended in August 2015 to include financial advisory services for the Agency's issuance of Redevelopment Bond, Series 2015, \$5.0 million principal amount, for Agency projects in the Central urban renewal district as authorized by the Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4 and Project II, Idaho R-5 adopted by Ordinance No. 6576 on June 26, 2007 by the Boise City Council; and,

WHEREAS, the Agreement was amended a second time in December 2016 to include financial advisory services for the Agency's issuance of Redevelopment Bond, Series 2017, \$13 million principal amount, for Agency projects in the River Myrtle-Old Boise urban renewal district; and,

WHEREAS, the Agreement was amended a third time in March 2016 to include financial advisory services for the city of Boise Main Library Project for which the Agency may serve as conduit issuer of lease revenue bonds or similar obligations payable by the city of Boise; and,

WHEREAS, the Fourth Amendment to the Financial Services Agreement, attached as Exhibit A, to allows Piper Jaffray & Co. to provide financial advisory services for anticipated debt financed projects in the Agency's Westside urban renewal district; and,

WHEREAS, Agency staff recommends approval of the Fourth Amendment to Financial Services Agreement, and the Agency Board finds it in the best interest of the Agency to approve 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 Fourth Amendment to Financial Services Agreement, set forth as Exhibit A hereto, be and the same is hereby approved.

Section 3: That the Board hereby authorizes the Executive Director to sign and enter into the Fourth Amendment to Financial Services Agreement, and, further, is hereby authorized and directed to execute all necessary documents required to implement the Fourth Amendment to Financial Services Agreement, subject to representations by Agency legal counsel that all conditions have occurred; the Executive Director is further authorized to approve and accept any necessary technical changes to the Amendment, upon advice from Agency legal counsel that said changes are consistent with the provisions of the Amendment presented to the Agency Board at its August 13, 2018, meeting; the Executive Director is further authorized and directed to perform any and all other duties required pursuant to the Amendment, including the expenditure of funds.

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 August 13, 2018.
Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners on August 13, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chairman

ATTEST:

By: _____
David Bieter, Secretary

FOURTH AMENDMENT TO FINANCIAL SERVICES AGREEMENT

This Fourth Amendment to Financial Services Agreement, is entered into the ____ day of July, 2018, by and between Capital City Development Corporation (the Issuer), and Piper Jaffray & Co. (the Financial Services Provider).

RECITALS

WHEREAS, the Issuer and the Financial Services Provider entered into a Financial Services Agreement dated October 15, 2014, as amended by that First Amendment to Financial Services Agreement, dated August 10, 2015, as amended by that Second Amendment to Financial Services Agreement, dated November 7, 2016, and as amended by that Third Amendment to Financial Services Agreement, dated March 13, 2017 (the "Agreement") and

WHEREAS, the Issuer desires to amend the Agreement to include additional Projects; and

WHEREAS, the Issuer desires to engage the Financial Services Provider to render the services with respect to an additional Project.

NOW THEREFORE, the parties agree as follows:

- 1) The Agreement is hereby amended to include the following Project in the scope of services to be provided under the Agreement:

Financial Advisory services related to the evaluation, preparation and possible financing of projects within the Westside Revenue Allocation Area completed prior to December 31, 2019 (the "Westside Urban Renewal District Land Acquisition Project").

Proposed Fee schedule: \$2.50 per \$1,000 of bonds, subject to a minimum \$25,000 fee and a maximum \$70,000 fee. The proposed fee will be due and payable to the Financial Services Provider upon the completion and closing of the Westside Urban Renewal District Land Acquisition Project. If the Westside Urban Renewal District Land Acquisition Project is not completed by December 31, 2019, then the Financial Services Provider will be due a fee in the amount of \$7,500 at that time.

- 2) The Issuer agrees that Section 5 of the Agreement is hereby amended, extending the Term of Agreement through December 31, 2019.

- 3) The Issuer agrees that the letter dated June 21, 2016 from the Financial Services Provider entitled "New Required Disclosures under MSRB Rule G-42 and Affirmation of Certain Aspects of Our Relationship," attached as Exhibit A, is fully incorporated herein and forms a part of the Agreement.

This amendment forms part of, is subject to and incorporated into the above-referenced Agreement.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Financial Services Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

CAPITAL CITY DEVELOPMENT CORPORATION

PIPER JAFFRAY & CO.

By: _____

Title: Executive Director

Date: _____

By: 

Title: Managing Director

Date: July 12, 2018

EXHIBIT A

New Required Disclosures under MSRB Rule G-42 and Affirmation of Certain Aspects of Our Relationship

Dated: June 21, 2016

John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th St. Suite 501
Boise, Idaho 83702

Re: New Required Disclosures under MSRB Rule G-42 and Affirmation of Certain Aspects of Our Relationship

Dear Mr. Brunelle,

This letter is being provided to you because of the new Municipal Securities Rulemaking Board (MSRB) Rule G-42, (which we refer to herein as the Rule), effective June 23, 2016, which will apply to Piper Jaffray in its capacity as a financial advisor or municipal advisor to you. The Rule applies to all municipal advisors. The Rule applies in connection with our current engagement under **FINANCIAL SERVICES AGREEMENT** dated October 15, 2014 (the "Agreement") between Piper Jaffray & Co. ("us" or "Piper Jaffray") and the **CAPITAL CITY DEVELOPMENT CORPORATION** ("you" or the "Client"). The Rule generally requires that we make certain disclosures. It also requires that we affirm in writing certain aspects of our existing relationship. This letter will serve as written documentation required by our regulators under the Rule of certain specific terms, disclosures and other items of information relating to our relationship. We ask that you acknowledge receipt of this letter and if you have any questions, we invite you to contact your Piper Jaffray municipal advisor, Eric Heringer directly.

1. **Scope of Services.** (a) **Services to be provided.** We are required under the Rule to affirm the scope of the services we have agreed to provide for you and any limitations on the scope. We believe the Scope of Services with respect to our engagement is as described in the Agreement. If you disagree with this assessment, or desire to amend the Scope of Services, please contact us accordingly.

(b) **Limitations on Scope of Services.** The Scope of Services is subject to the limitations as may be provided in the Agreement. In addition, the following further limitations apply. With respect to any preliminary or final official statement, Piper Jaffray will assist in performing a review of certain information in the preliminary or final official statement, if any, at your direction and will review the accuracy of certain information respecting the bond issue set forth therein such as mathematical tables, including with respect to bond prices, yields, debt service schedules and coverage ratios. Piper Jaffray is not responsible for the preparation of the preliminary or final official statement or for verifying or certifying as to the overall accuracy or completeness of any statements therein. In addition you agree to allow us to rely on any opinion or representation of you or your counsel as to the accuracy or completeness of the preliminary and final official statement.

Unless explicitly directed by you in writing and included in the Agreement, the Scope of Services does not include evaluating advice or recommendations received by you from third parties. The Scope of Services also does not include tax, legal, accounting or engineering advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing. Finally, the Scope of Services does not include review or advice on any feasibility study.

(c) **IRMA status.** Piper Jaffray requests that you provide to us, for review prior to posting or mailing, any written representation of you contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) (i.e. an IRMA letter) that references Piper Jaffray, its personnel and its role as IRMA.

2. **Piper Jaffray's Regulatory Duties When Servicing the Client.** The Rule requires that Piper Jaffray make a reasonable inquiry as to the facts that are relevant to your determination whether to proceed with a course of action or that form the basis for any advice provided by Piper Jaffray to you. The rule also requires that Piper Jaffray undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Piper Jaffray is also required under the rule to use reasonable diligence to know the essential facts about you as the Client and the authority of each person acting on your behalf.

Accordingly, Piper Jaffray seeks your assistance and cooperation and that of your agents (for example, bond or disclosure counsel) in carrying out these regulatory duties, including providing to us accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, if you ask Piper Jaffray to provide advice with regard to any recommendation made by a third party such as an underwriter, because we have regulatory duties to document the suitability of that recommendation, we request that you provide to us written direction to do so as well as any information you have received from such third party relating to its recommendation.

3. **Term.** The term of Piper Jaffray's engagement and the terms on which the engagement may be terminated are as provided in the Agreement.

4. **Compensation.** The form and basis of compensation for Piper Jaffray's services are as provided in the Agreement.

5. **Required Disclosures.** The Rule requires that Piper Jaffray provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) ***Disclosures of Conflicts of Interest.*** The Rule requires that Piper Jaffray provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Jaffray is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for you. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. As a broker-dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Jaffray's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Jaffray potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. We are required to provide you with disclosures of potential conflicts of interest related to the fees due to us under the Agreement. If the compensation paid by you is based on the size of an issue, while this form of compensation is customary in the municipal securities market, it may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to you, or create an incentive for Piper Jaffray to advise you to increase the size of the issue. If the fees expected to be paid by you are in a fixed amount established at the outset of the agreement, the amount is usually based upon an analysis by you and Piper Jaffray of, among other things, the expected duration and complexity of the transaction and the scope of services to be performed by Piper Jaffray. This form of compensation presents the appearance of a conflict or a potential conflict

of interest because, if the transaction requires more work than originally contemplated, Piper Jaffray may suffer a loss. Thus, Piper Jaffray may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. If the fees expected to be paid by you are based on hourly fees of Piper Jaffray's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate, this form of compensation presents the appearance of a conflict or a potential conflict of interest if we do not agree on a reasonable maximum amount at the outset of the engagement, because Piper Jaffray does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, any contingent-based compensation, i.e. based upon the successful delivery of the issue, while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to you. We believe that each of these potential conflicts of interest are mitigated by our duty of care and fiduciary duty to you and by the general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Jaffray cannot act as an underwriter in connection with the same issue of bonds for which Piper Jaffray is acting as a municipal advisor. From time to time, Piper Jaffray or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Jaffray's regulatory duties to you, Piper Jaffray's activities are engaged in on customary terms through units of Piper Jaffray that operate independently from Piper Jaffray's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Jaffray to you under the Agreement.

(b) Disclosures of Information Regarding Legal Events and Disciplinary History. The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Jaffray sets out below required disclosures and related information in connection with such disclosures.

I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Jaffray or the integrity of Piper Jaffray's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.


II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Jaffray has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(c) How to Access Form MA and Form MA-I Filings. Piper Jaffray's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Jaffray in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Jaffray on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Jaffray's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Jaffray's CRD number is 665.

(d) Future Supplemental Disclosures. As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or


disciplinary events of Piper Jaffray. Piper Jaffray will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Piper Jaffray & Co.

By: 
Title: Managing Director
Date: June 21, 2016

ACKNOWLEDGED:

CAPITAL CITY DEVELOPMENT CORPORATION

By: 
Title: EXECUTIVE DIRECTOR
Date: JUNE 22, 2016



AGENDA BILL

Agenda Subject: CONSIDER: Resolution No. 1560 Approving Public Sidewalk Easement Agreements for BoDo Sidewalks (Agora Condominiums)		Date: August 13, 2018
Staff Contact: Matt Edmond	Attachments: Resolution No. 1560 A. Agora Condominium Easement Agreement	
Action Requested: Adopt Resolution No. 1560 approving easement agreements with Agora Condominiums Owners Association, Inc. for sidewalk easements adjacent to 8 th Street and 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 previously negotiated three easement agreements with current ownership groups, which were approved by the CCDC Board and recorded in May, and has recently negotiated a fourth (**Exhibit A of Attachment A**). Once recorded, this easement 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.

Fiscal Note:

Approval of the easements will have no fiscal impact.

Staff Recommendation:

Adopt Resolution No. 1560 approving public sidewalk easement agreements with Agora Condominiums Owners Association, Inc. for sidewalks adjacent to 8th Street and Broad Street in BoDo.

Suggested Motion:

I move to adopt Resolution No. 1560, approving an easement agreement with Agora Condominiums Owners Association, Inc. for a public sidewalk easement adjacent to 8th Street and Broad Street in BoDo.

RESOLUTION NO. 1560

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 AGORA CONDOMINIUMS OWNERS ASSOCIATION, INC.; AUTHORIZING THE AGENCY CHAIR AND SECRETARY TO EXECUTE THE EASEMENT AGREEMENT 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, Agora Condominiums Owners Association, Inc. is the owner of certain real property which is the block bounded by South 8th Street, West Front Street, Capitol Boulevard, and West Broad Street, and which is commonly known as Agora Condominiums; and,

WHEREAS, Agency staff has negotiated with Agora Condominiums Owners Association, Inc. to secure the public easement over a portion 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 Public Sidewalk Easement Agreement and to authorize the Chairman and Secretary to execute the easement for the Agency as "Grantee" and thereafter record the easement 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 Public Sidewalk Easement Agreement, 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 Chairman and Secretary of Agency are hereby authorized to execute the Public Sidewalk Easement Agreement for the Agency as "Grantee" and thereafter record the easement 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 August 13, 2018. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on August 13, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
David H. Bieter, Secretary

EXHIBIT A to
RESOLUTION NO. 1560

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 Agora Condominiums Owners Association, Inc. (hereinafter "Grantor"), whose address is 755 W. Front Street, Suite 300, 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 Agora 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.

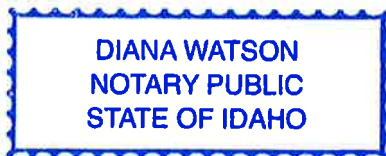
[Signatures on the Following Pages]

Agora Condominiums Owners Association, Inc.

By: 
George Iliff, President

STATE OF IDAHO)
) ss.
County of Ada)

SEAL



Diana Watson
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 _____

(IN FEET)
1 inch = 30 ft

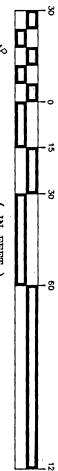


EXHIBIT A

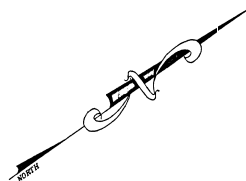
Book 93 Page 11121

PLAT OF
AGORA CONDOMINIUMS

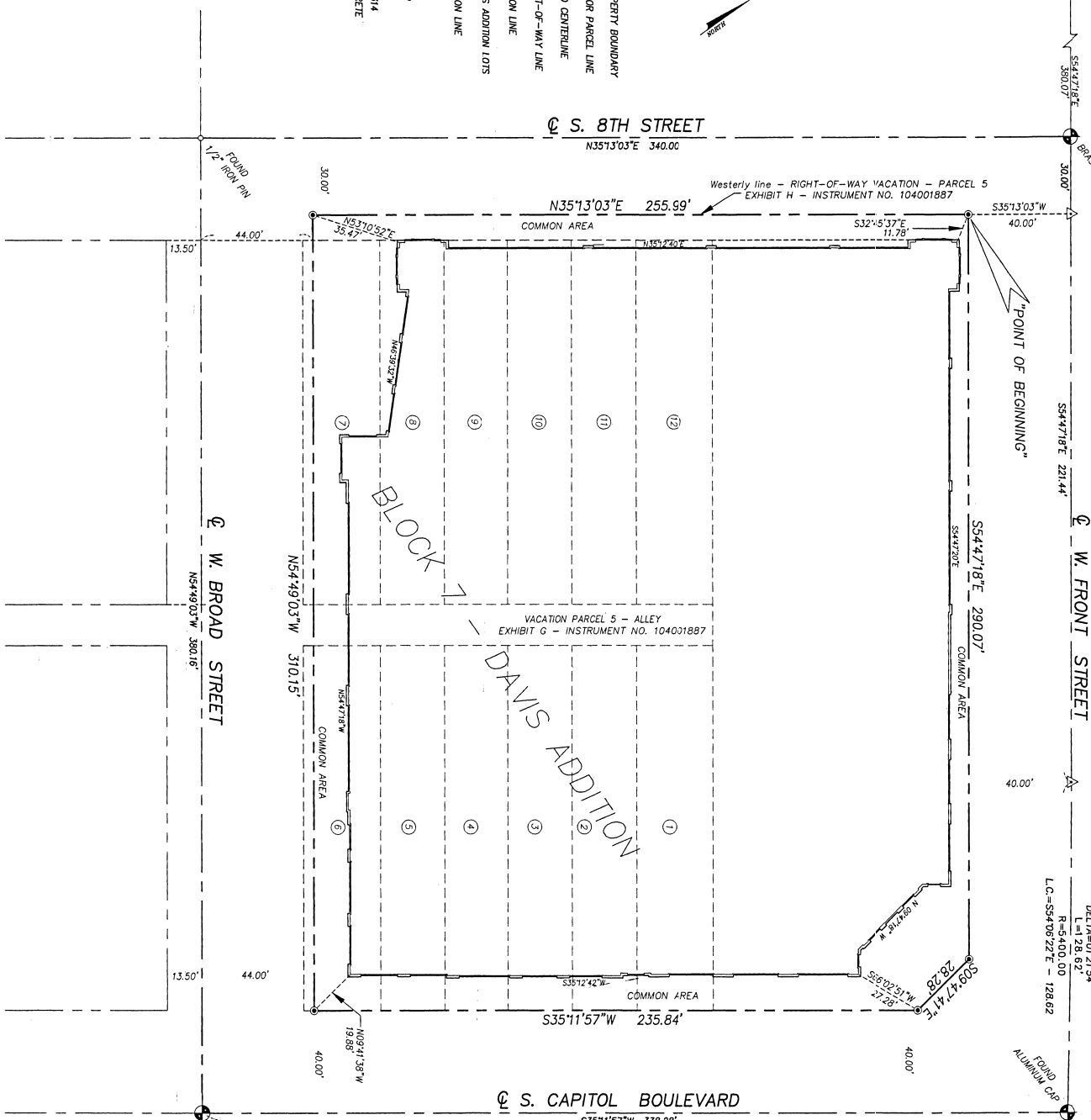
A PORTION OF BLOCK 7 OF DAVIS ADDITION AND A PORTION OF THE VACATED UNION PACIFIC RAILROAD RIGHT-OF-WAY, AND A PORTION OF VACATED SOUTH 8TH STREET SITUATED IN THE SE 1/4, NW 1/4, SECTION 10, TOWNSHIP 3 NORTH, RANGE 2 EAST, B.M. BOISE, ADA COUNTY, IDAHO 2005

NOTES

1. THE PLAT IS SUBJECT TO THE CONDOMINIUM PROPERTY ACT TITLE 55, CHAPTER 1, IDAHO CODE, IN THE EVENT OF A DISCREPANCY BETWEEN THIS PLAT 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. EACH OWNER SHALL HAVE THE RIGHT OF ingress AND EGRESS OVER, UPON AND ACROSS THE COMMON AREA NECESSARY FOR ACCESS TO THE UNIT AND TO THE COMMON AREAS AND SHALL HAVE THE RIGHT TO THE HORIZONTAL AND LATERAL SUPPORT OF THE UNIT, AND SUCH RIGHTS SHALL BE APPURTENANT TO AND PASS WITH TITLE TO EACH UNIT.
3. 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.
4. THE PHYSICAL BOUNDARIES OF THE UNITS ARE THE INTERIOR SURFACE FOR THE PERIMETER WALLS, FLOORS, CEILINGS, WINDOWS AND DOORS THEREOF, AS SHOWN, TOGETHER WITH THE PORTIONS OF THE BUILDINGS SO DESCRIBED AND THE BEARING SURFACES OF THE FLOORS, CEILINGS, WALLS, PARTITIONS, HEATING, CENTRAL REFRIGERATION, CENTRAL AIR-CONDITIONING EQUIPMENT, RESERVOIRS, TANKS, PUMPS, AND OTHER CENTRAL SERVICES, PIPES, FLUES, CHIMNEYS, CONDENSERS AND OTHER INSTALLATIONS, WHETHER LOCATED, CONSTRUCTED OR RECONSTRUCTED IN LIEU THEREOF, OR OTHERWISE, IN THE INTERPRETING OF THE DECLARATION, PLAT, AND/OR DEEDS. THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED OR RECONSTRUCTED IN LIEU THEREOF SHALL BE CONSIDERED PRESUMED TO BE ITS BOUNDARIES UNLESS THE DECLARATION, PLAT, AND/OR DEEDS RECALCULATE OR REDEFINE THE ACTUAL BOUNDARIES OF THE UNITS IN THE BUILDING.
5. FOR INFORMATION CONCERNING THE USING, RESPONSIBILITIES, AND RELATIONSHIPS OF THE UNIT AND COMMON AREA, SEE THE CONDOMINIUM DECLARATION FOR AGORA CONDOMINIUMS FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER.
6. DIMENSIONAL TIES TO THE BUILDING ARE TO THE INTERIOR WALL.
7. THE CONSTRUCTION OF ANY NEW STRUCTURES WITHIN THIS CONDOMINIUM MUST COMPLY WITH THE BUILDING CODE IN EFFECT AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.
8. NO CONDOMINIUM UNIT SHALL BE ADDED OR ADJUSTED WITHOUT COMPLYING WITH PROVISIONS OF BOISE CITY CODE, TITLE 8, CHAPTER 20.
9. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE BOISE CITY ZONING ORDINANCE IN EFFECT AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED BY CUPD-00038. ALL LOT, PLAT, AND DEEDS SHALL BE SUBJECT TO THE BOISE CITY ZONING ORDINANCE AS SPECIFICALLY APPROVED BY CUPD-00038.
10. OTHER THAN THE APPROVED DRIVEWAY LOCATING DIRECT ACCESS TO W. BROAD STREET, S. CAPITOL BOULEVARD, W. MYRTLE STREET IS PROHIBITED UNLESS SPECIFICALLY ALLOWED AND APPROVED BY THE ADA COUNTY HIGHWAY DISTRICT AND BOISE CITY.
11. THIS CONDOMINIUM SHALL COMPLY WITH THE CONDITIONS SET FORTH IN CONDITIONAL USE PERMIT NO. CUPD-39 AND DESIGN REVIEW NO. DR003-0061 / 7004, 340 & 404 S. 8TH STREET / C-500C ZONE.
12. FEET 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.
13. DAVIS ADDITION TO THE CITY OF BOISE IS RECORDED IN BOOK 2 OF PLATS AT PAGE 91 RECORDS OF ADA COUNTY, IDAHO.
14. THE LAND WITHIN THIS PLAT IS NOT WITHIN AN IRRIGATION DISTRICT AS DECEASED BY ADJUDICATION AND THEREFORE NO ASSESSMENT FOR IRRIGATION WATER WITHIN THIS SUBDIVISION.



- ### LEGEND
- PROPERTY BOUNDARY
 - LOT OR PARCEL LINE
 - ROAD CENTERLINE
 - RIGHT-OF-WAY LINE
 - SECTION LINE
 - DAVIS ADDITION LOTS
 - SECTION LINE
 - FOUND BRASS CAP
 - FOUND ALUMINUM CAP
 - SET 5/8" REBAR W/PLASTIC CAP LG7314
 - FOUND NAIL IN CONCRETE
 - CALCULATED POINT



Anderson Survey Group, Inc.
Land Surveying Services
357 Waterlone Ln., Ste. F
Meridian, ID, 83642
(208) 888-7345
© ANDERSON SURVEY GROUP, INC.

A PORTION OF BLOCK 7 OF DAVIS ADDITION AND A PORTION OF THE VACATED UNION PACIFIC RAILROAD RIGHT-OF-WAY, AND A PORTION OF VACATED SOUTH 8TH STREET

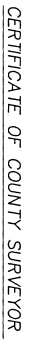
BOISE, ADA COUNTY, IDAHO
2005

KNOW ALL MEN BY THESE PRESENTS: THAT BODO DEVELOPMENT, LLC ARE THE OWNERS OF THE REAL PROPERTY, DESCRIBED BELOW:

THAT PORTION, PARCEL 5, CONNECTED TO ROAD PARTNERS, LLC BY DEED INSTRUMENT NO. 1021593322. RECORDS OF ADA COUNTY, IDAHO, LYING NORTHEASTLY OF AND ADJACENT TO TWO (2) PARCELS OF LAND DESCRIBED AS DEDICATION PARCEL NUMBER 2 AND 3 ON EXHIBIT A, DEDICATED TO THE ADA COUNTY HIGHWAY DISTRICT BY DEED INSTRUMENT NO. 104001886, RECORDS OF ADA COUNTY, IDAHO, ALSO, TWO (2) PARCELS OF LAND DESCRIBED IN EXHIBITS G AND H, BEING THE SOUTHWEST CORNER OF THE DISTRICT, BEING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE BOISE MERIDIAN, DESCRIBED AS FOLLOWS:

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } ss

REUNION SEI MY HAND AND SEAL THE DAY
E MATHEN.
D. M. H.



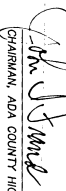
John Smith 9/2/05
COUNTY SURVEYOR PELS 3030

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 IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS AND THE CORNER PERPETUATION AND FILING ACT.



[Signature]
CITY ENGINEER

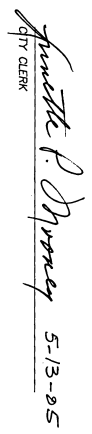
THE FOREGOING PLAT WAS ACCEPTED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 14 DAY OF MAY, 2005, LISTING THE COMMISSIONERS' APPROVAL.



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



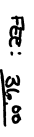
I, THE UNDERSIGNED, CITY CLERK, IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 14 DAY OF September, 2004 THIS CONDOMINIUM WAS DULY ACCEPTED AND APPROVED.



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 DELINQUENT PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION, HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT (30) DAYS.



STATE OF IDAHO } SS
COUNTY OF ADA }
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF ANDERSON SURVEY
AT 9:55 MINUTES PAST 9 O'CLOCK P.M. ON THIS 27th DAY OF September
2005, IN BOOK 95 OF PLATS AT PAGES 1127 AND 1135. INSTRUMENT NO. 16512478



January 20, 2012

EXHIBIT B



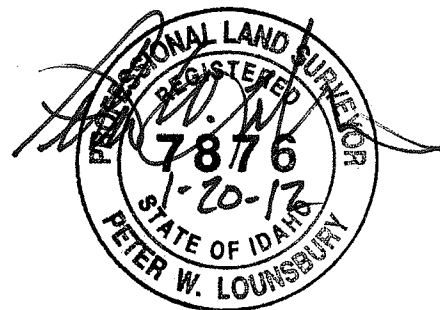
Agora Condominiums Public Access Easement

An easement for public access being a part of the Common Area of Agora Condominiums, recorded at Book 93 of Plats at pages 11127-11133, Ada County Records. 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:

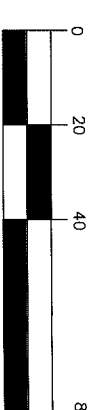
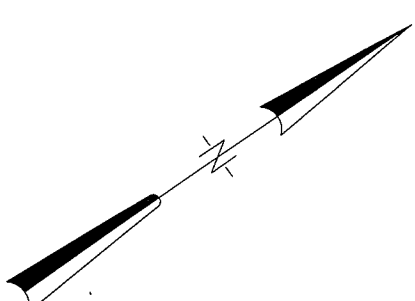
Commencing at the centerline intersection of South 8th Street and West Broad Street, said point bearing North 54°48'02" West 380.16 feet from the centerline intersection of South Capitol Boulevard and said West Broad Street; thence along said West Broad Street centerline South 54°48'02" East 30.03 feet; thence leaving said centerline North 35°11'58" East 44.00 feet to the intersection of the Northerly 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 Easterly right-of-way line

North 35°14'04" East 255.99 feet to a point on the Southerly right-of-way line of West Front Street; thence continuing along the said Southerly right-of-way line
South 54°46'17" East 9.86 feet; thence leaving said Southerly right-of-way line
South 35°13'43" West 3.60 feet; thence
South 35°12'05" West 20.12 feet; thence
South 54°52'55" East 2.60 feet; thence
South 35°10'44" West 26.71 feet; thence
North 54°51'08" West 0.50 feet; thence
South 35°03'29" West 152.67 feet; thence
North 54°46'23" West 2.60 feet; thence
South 35°13'37" West 20.27 feet; thence
South 54°44'33" East 20.24 feet; thence
North 43°23'05" East 3.40 feet; thence
South 46°36'55" East 55.59 feet; thence
South 35°16'43" West 17.95 feet; thence
South 54°55'41" East 18.82 feet; thence
North 35°13'15" East 2.50 feet; thence
South 54°46'01" East 128.35 feet; thence
North 35°11'54" East 0.50 feet; thence
South 54°48'06" East 64.28 feet; thence
South 54°47'02" East 13.09 feet to a point on the Westerly right-of-way line of South Capitol Boulevard; thence along said Westerly right-of-way line
South 35°12'58" West 13.07 feet to a point on the northerly right-of-way line of West Broad Street; thence continuing along said Northerly right-of-way line
North 54°48'02" West 310.15 feet to the **POINT OF BEGINNING**.




Said easement contains 8,214 square feet or 0.19 acres more or less.



W. FRONT STREET




LEGEND

- 


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

AGORA CONDOMINIUMS
PUBLIC ACCESS EASEMENT



 **Quadrant**
Consulting, Inc.

Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING--SURVEYING--CONSTRUCTION MANAGEMENT



AGENDA BILL

Agenda Subject: CCDC Office Lease Extension 121 N 9 th Street, Suites 500, 501, 502		Date: August 13, 2018
Staff Contact: Ross Borden	Attachment: 1. Exhibit A: Office Lease Agreement – Fifth Addendum	
Action Requested: Approve Fifth Addendum to CCDC's Office Lease Agreement.		

Fiscal Note:

ADDENDUM 5			Current	0.9%	2.6%	2.6%
Suite	Use	Sq Ft	FY18	FY19	FY20	FY21
			\$18.83	\$19.00	\$19.50	\$20.00
501	CCDC Offices	5,588	\$ 105,222	\$ 106,172	\$ 108,966	\$ 111,760
502	CCDC Board Room	977	\$ 18,397	\$ 18,563	\$ 19,052	\$ 19,540
		6,565	\$ 123,619	\$ 124,735	\$ 128,018	\$ 131,300
500	Reoccupy Space	1,816	\$ 34,195	\$ 34,504	\$ 35,412	\$ 36,320
		8,382	\$ 157,814	\$ 159,239	\$ 163,430	\$ 167,620
	Monthly		\$ 13,151	\$ 13,270	\$ 13,619	\$ 13,968
			27.7%	0.9%	2.6%	2.6%
			\$8,549	\$1,425	\$4,191	\$4,191

Notes:

- TI Reimbursement = \$5,000.
- 5th Floor Load Factor = 8%

According to local commercial real estate firm Thornton Oliver Keller's July 2018 Market Update the average Class A office rate is \$19.65 per square foot.

Background:

The Agency's current office lease expires at the end of this fiscal year, September 30, 2018. This Fifth Addendum would extend the lease three years through FY 2021 and, beginning with the last quarter of this fiscal year (July through September) allow the Agency to reoccupy the space it previously provided to its parking operator. This Fifth Addendum also includes a \$5,000 reimbursement for Tenant Improvements.

The Agency used an RFP process in 2008 to select this fifth floor space in Plaza 121, located at 121 N 9th Street. Selection considerations included competitive price, ability to accommodate public Board of Commissioner meetings, meeting space for Agency staff and partners, location in an urban renewal district (Westside), proximity to the central city core, proximity to both the Agency's parking system operator and structured parking for convenient public access, efficient floor plan configured to Agency needs, expansion potential, and accommodation of Agency records storage needs. This location conveys a professional image to prospective developers and partners. The building itself is an excellent example of healthy mixed use / adaptive re-use, has a healthy tenant mix, stable ownership, good building maintenance, and uses the city's geothermal system.

Suggested Motion:

I move approval of Addendum 5 to CCDC's office lease of 121 N 9th Street.

**OFFICE LEASE AGREEMENT
FIFTH ADDENDUM**

THIS ADDENDUM, made and entered into this _____ day of August, 2018, by and between SECURITY, LLC, by Tomlinson & Associates, Inc. its agent, hereinafter called "Landlord", and the Urban Renewal Agency of the City of Boise, the duly authorized urban renewal agency of the City of Boise, a public body corporate and politic, hereinafter called "Tenant".

WHEREAS, the parties hereto have entered into a Lease Agreement dated April 25, 2008, First Addendum dated January 1, 2009, Second Addendum dated May 15, 2013, Third Addendum dated September 25, 2014, and Fourth Addendum dated August 26, 2015 relating to certain premises located in the Plaza 121 Building at 121 N. 9th Street, Boise, Idaho, commonly referred to as suite 501, Boise, Idaho as shown on Exhibit A attached hereto:

The Addendum is made and entered into with regard to the following recited facts and circumstances, which are confirmed by the parties hereto:

W I T N E S S E T H:

WHEREAS, the parties hereby add to, amend or clarify certain provisions of said Lease and intend the provisions hereof to be interpreted and construed in conjunction with the provisions of said Lease;

NOW, THEREFORE, for and in consideration of the terms, conditions and covenants set forth in this Addendum, the parties covenant and agree as follows:

1. PREMISES: Suite 500 consisting of approximately 5,588 rentable square feet and Suite 501 consisting of approximately 1,816 rentable square feet and Suite 502 (Board Room) consisting of approximately 977 rentable square feet, together totaling approximately 8,382 rentable square feet.
2. TERM: Thirty-nine (39) Months commencing July 1, 2018 and expiring September 30, 2021.
3. OFFICE SPACE MINIMUM ANNUAL BASE RENT: Tenant's Minimum Annual Base Rent for Suites 500, 501 and 502 shall be as follows:

Months 01 – 03:	07/01/18 – 09/30/18 = \$18.83/rsf = \$13,151.19/mo.
Months 04 - 15:	10/01/18 – 09/30/19 = \$19.00/rsf = \$13,271.50/mo.
Months 16 - 27:	10/01/19 – 09/30/20 = \$19.50/rsf = \$13,620.75/mo.
Months 28 - 39:	10/01/20 – 09/30/21 = \$20.00/rsf = \$13,970.00/mo.
4. BASE YEAR: 2018

5. DELIVERY OF PREMISES: Premises to be delivered in "As-Is" condition. However, Landlord will provide Tenant with an allowance \$5,000.00 for which Tenant may use for Tenant Improvements. Tenant shall provide Landlord with copies of the Tenant Improvement invoices and payments made by Tenant for all items for which Tenant is seeking reimbursement. Tenant's improvements to be approved by both Tenant and Landlord prior to undertaking any construction.
6. LEASE RENEWAL OPTIONS: Tenant shall have the option to renew all of the Premises for Three (3) Years at then current market rate in downtown Boise but not less than the rent paid the previous Twelve (12) Months.

All other terms, conditions and covenants in the original Office Lease Agreement, dated April 25, 2008 and First Addendum dated January 1, 2009, Second Addendum dated May 15, 2013, Third Addendum dated September 25, 2014, and Forth Addendum dated August 26, 2015 not modified by this Addendum shall remain the same.

IN WITNESS WHEREOF, the parties have executed this document the date first above written at Boise, Idaho.

SECURITY, LLC

By: Tomlinson & Associates, Inc., Agent

**URBAN RENEWAL AGENCY OF
THE CITY OF BOISE CITY**
"Capital City Development Corp"

BY: _____
Randy Mason
Its: Vice President, Property Management

BY: _____
John Brunelle
Its: Executive Director



AGENDA BILL

Agenda Subject: Resolution #1564 Central District CMGC Contract Amendment, GMP #4		Date: August 13, 2018
Staff Contact: Doug Woodruff	Attachments: 1. Resolution #1564 which includes 4 th Amendment to CM/GC Contract with Guho Corp.	
Action Requested: Adopt Resolution No. 1564 authorizing the amendment of the Central District CMGC contract.		

Background:

On February 12, 2018, the Agency Board approved Amendment No. 1 to the Central District Improvements Construction Manager / General Contractor (CM/GC) contract with Guho Corp. to make improvements to 8th Street. Construction of the 8th Street improvements began on February 26, 2018, and was substantially complete by June 15.

In March 2018, the Agency Board approved Amendment No. 2 to make improvements to Freak Alley and Union Block Alley. Construction was substantially complete by July 15.

A third amendment was approved by the Agency Board on June 11, 2018 to proceed with construction of Capitol Boulevard streetscape improvements and protected bike lane improvements. Construction is underway and on schedule to be complete in late September, 2018.

This Amendment No. 4 to the CM/GC contract sets a fourth Guaranteed Maximum Price (GMP #4) and authorizes Guho Corp. to proceed with construction of geothermal system public improvements and district-wide miscellaneous streetscape repairs.

This is expected to be the final contract amendment, thereby finalizing all contract components of the Central District Public Improvements Project. Guho Corp. agrees to complete all phases of construction before the September 30, 2018 Central District termination date.

The CM/GC construction delivery method contemplates that the construction agreement must be amended from time to time as the construction project moves forward so that the parties can best address construction complexities and pertinent financial details – such as procurement of long lead-time materials and the award of subcontracts. Here, the CM/GC contract with Guho Corp. allows us to amend the contract to establish a third GMP to proceed with new elements of the project which have been approved and bid.

Guho Corp. has competitively bid the various subcontractor packages included in this Amendment No. 4 and is required by state law to award the contracts to the lowest responsive

bidders. Representatives from CCDC have been present for bid openings. Upon approval of Resolution #1564, Guho will begin awarding subcontracts and mobilizing for construction of the geothermal system public improvements and district-wide miscellaneous streetscape repairs.

Fiscal Notes:

Amendment No. 4 to the CM/GC contract with Guho Corp. approves the **guaranteed maximum price amount of \$553,970** for construction services to complete geothermal system public improvements and district-wide miscellaneous streetscape repairs.

This Amendment does not include costs for construction of improvements on 8th Street, Freak Alley, Union Block Alley, nor Capitol Boulevard streetscapes.

Guho Corp. Contract Summary	
	<u>Approved</u>
Pre-construction Services	\$ 80,060
Amendment GMP No. 1 – 8 th Street & long lead-time items	\$ 762,238
Amendment GMP No. 2 – Freak & Union Alleys	\$ 561,020
Amendment GMP No. 3 – Capitol Blvd	\$ 1,011,588
<u>TODAY: Amendment GMP No. 4 – Geothermal system improvements and misc. streetscape repairs</u>	<u>\$ 553,970*</u>
Amended Construction Contract Amount:	\$2,888,816

** Approved upon today's adoption of Resolution #1564, this agenda bill's recommendation.*

The Final Contract Amount is within the approved FY2018 agency budget.

In order to address any unforeseen circumstances that can arise during construction, Resolution #1564 authorizes the Executive Director to amend the GMP amount up to 5%, if determined necessary in his best judgment.

Staff Recommendation:

Staff recommends the Board find it in the best interest of CCDC and the public to adopt Resolution #1564 approving Amendment No. 4 to the CM/GC contract with Guho Corp. for geothermal system public improvements and district-wide miscellaneous streetscape repairs.

Suggested Motion:

I move to adopt Resolution #1564 authorizing the amendment of the Central District CMGC Agreement with Guho Corporation.

RESOLUTION NO. 1564

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. 4 TO THE CONSTRUCTION MANAGER / GENERAL CONTRACTOR CONSTRUCTION AGREEMENT BETWEEN THE AGENCY AND GUHO CORP. TO INCREASE THE GUARANTEED MAXIMUM PRICE (GMP) FOR CONSTRUCTION OF THE CENTRAL DISTRICT PUBLIC IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 4 AND TO EXPEND FUNDS; 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"), 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 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, upon approval of Resolution No. 1510 by its Board of Commissioners on October 9, 2017, the Agency entered into a Construction Manager / General Contractor (CM/GC) construction agreement with Guho Corp, for the Central District Public Improvements Project ("Project") using the CM/GC construction delivery method; and

WHEREAS, the CM/GC construction delivery method contemplates that the construction agreement must be amended from time to time as the construction project moves forward so

that the parties to the agreement can best address construction complexities and pertinent financial details, including procurement of materials and buy-out of subcontracts; and

WHEREAS, on February 12, 2018, the Agency Board of Commissioners adopted Resolution No. 1526 approving and authorizing the Executive Director to execute "Amendment No. 1 to Standard Agreement and General Conditions Between Owner and Construction Manager" with Guho Corp. in order to establish a Guaranteed Maximum Price (GMP) for the initial phase of construction services, including early procurement of long lead-time materials for the Project; and,

WHEREAS, on March 12, 2018, the Agency Board of Commissioners adopted Resolution No. 1532 approving and authorizing the Executive Director to execute "Amendment No. 2 to Standard Agreement and General Conditions Between Owner and Construction Manager" with Guho Corp. in order to increase the GMP for costs related to construction improvements to Union Block and Freak Alleys as well as long lead procurement of site furnishings; and,

WHEREAS, on June 11, 2018, the Agency Board of Commissioners adopted Resolution No. 1553 approving and authorizing the Executive Director to execute "Amendment No. 3 to Standard Agreement and General Conditions Between Owner and Construction Manager" with Guho Corp. in order to increase the GMP for costs related to construction of Capitol Boulevard streetscape improvements and protected bike lane improvements; and,

WHEREAS, the Agency and Guho Corp. desire to amend the CM/GC construction agreement at this time with the execution of "Amendment No. 4 to Standard Agreement and General Conditions Between Owner and Construction Manager" (Amendment), attached as Exhibit A, in order to increase the GMP by \$553,970 to include the costs associated with construction of geothermal system public improvements and miscellaneous streetscape repairs in the Central Urban Renewal District before its September 30, 2018 termination date; and

WHEREAS, the Board of Commissioners finds it to be in the best public interest to approve the Amendment No. 4 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. 4 to the Construction Manager / General Contractor construction agreement between the Agency and Guho Corp., attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

Section 3: That the Executive Director of the Agency is hereby authorized to execute Amendment No. 4 to the Construction Manager / General Contractor construction agreement with Guho Corp., which will increase the Guaranteed Maximum Price of the Project to TWO MILLION EIGHT HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED SIXTEEN AND NO/100 DOLLARS (\$2,888,816.00) plus allowing up to 5% of this amount to address unforeseen circumstances if determined necessary in his best judgment.

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 August 13, 2018.
Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on August 13, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
David H. Bieter, Secretary

**AMENDMENT NO. 4 TO THE
STANDARD AGREEMENT AND GENERAL CONDITIONS
BETWEEN OWNER AND CONSTRUCTION MANAGER
(WHERE THE CM IS AT-RISK)**

DATED AUGUST 13, 2018

Pursuant to Section 3.4 of the Agreement dated November 21, 2017, between the Owner, Capital City Development Corporation, and the Construction Manager, Guho Corp., for the Central District Public Improvements Project located in downtown Boise, the Owner and the Contractor desire now to establish a Guaranteed Maximum Price (the "GMP") for the Work. The Owner and the Contractor hereby agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Contractor's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Contractor's Fee as set forth in Section 7.3, is TWO MILLION EIGHT HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS (\$2,888,816.00).

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

EXHIBIT A:	GMP 4 Summary -3 pages
EXHIBIT B:	GMP 4 Schedule of Values -1 page
EXHIBIT C:	GMP 4 Cost Estimate Detail -2 pages
EXHIBIT D:	GMP 4 Allowances -1 page
EXHIBIT E:	GMP 4 General Conditions- 1 page
EXHIBIT F:	GMP 4 Purchase Orders -1 page
EXHIBIT G:	GMP 4 Subcontracts -1 page
EXHIBIT H:	GMP 4 Self Perform Work -1 page
EXHIBIT I:	GMP 4 Repair Worksheet -9 pages
EXHIBIT J:	GMP 4 Repair Map -27 pages
EXHIBIT K:	GMP 4 Geo Plans -5 pages
EXHIBIT L:	GMP 4 Geo Specs- 52 pages
EXHIBIT M:	GMP 4 Assumptions and Clarifications- 1 page

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is September 28, 2018.

ARTICLE 3 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work is Twenty-One (21) Days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

[End of Amendment No. 4 | *Signatures appear on the following page.*]

IN WITNESS WHEREOF, Owner and Construction Manager have executed this Agreement with an effective date as first written above.

OWNER: Capital City Development Corporation

By: _____
John Brunelle, Executive Director

Approved as to Form:

Mary Watson, General Counsel | Contracts Manager

CONSTRUCTION MANAGER: Guho Corp.

By: _____
Anthony Guho, Vice-President

Attest:

Corinne Weatherman

Budget Info / For Office Use	
Fund/District	301
Account	6250
Activity Code	18008
PO #	180059
Contract Term	September 30, 2018

GMP AMENDMENT 4
EXHIBIT A

CCDC Central District Renovation

GMP 4 SUMMARY																		
			Description	Amendment 1	Area Total	Amendment 1 Total	Amendment 2	Area Total	Amendment 2 Total	Amendment 3	Area Total	Amendment 3 Total	Amendment 4	Area Total	Amendment 4 Total	GMP 4 Total	Area Total	GMP 4 Total
1			8th Street Streetscapes															
		01-4523	TESTING AND INSPECTIONS	12,000												12,000		
		01-3110	PROJECT MANAGEMENT	10,719												10,719		
		01-3111	PROJECT SUPERVISION	54,444												54,444		
		01-5200	CONSTRUCTION FACILITIES	317												317		
		01-5526	TRAFFIC CONTROL	27,600												27,600		
		01-5529	STAGING AREAS	20,900												20,900		
		01-5600	TEMP BARRIERS AND ENCLOSURES	3,120												3,120		
		01-5713	EROSION/SEDIMENT CTRL. (SWPPP)	1,200												1,200		
		01-7419	WASTE MANAGEMENT AND DISPOSAL	1,000												1,000		
		02-4113	DEMO / SALVAGE	29,328			1,623									30,951		
		12-9300	SITE FURNISHINGS	12,189			23,853									36,042		
		26-0010	ELECTRICAL SUBCONTRACTOR	60,724												60,724		
		26-0100	ELECTRICAL SERVICES	33,600												33,600		
		26-5613	LIGHT POLES & STANDARDS	33,547												33,547		
		31-1313	TREE REMOVAL	2,160												2,160		
		31-2000	EXCAVATION	8,992												8,992		
		32-1100	BASE COURSE	2,824			1,571									4,395		
		32-1313	CONCRETE PAVING	32,373			4,446									36,819		
		32-1416	BRICK PAVERS	53,759			6,113									59,872		
		32-1613	CURB & GUTTER	8,001												8,001		
		32-1726	PED RAMPS	15,407												15,407		
		32-3913	BOLLARDS	8,145												8,145		
		32-8000	IRRIGATION	45,380												45,380		
		32-9100	LANDSCAPING	5,060												5,060		
		32-9443	TREE GRATES/FRAMES	56,964												56,964		
		34-4000	SIGNAGE	2,000												2,000		
			Recycle Receptacles													-		
			Total Cost		\$ 541,753			\$ 37,606									579,359	
			CM/GC Fee		\$ 40,631			\$ 2,820									43,452	
			Contingency		\$ 27,088			\$ 1,880									28,968	
			Bond		\$ 7,612			\$ 412									8,024	
			* Math Error on GMP 2 on Bond Calculation					\$ (8,022)								-	8,022	
						\$ 617,084			34,696									651,780
2			Freak / Union Alleys															
		01-3110	PROJECT MANAGEMENT				5,024									5,024		
		01-3111	PROJECT SUPERVISION				18,688									18,688		
		01-3223	SURVEY				2,500									2,500		
		01-4123	PERMITS				6,750									6,750		
		01-4523	TESTING AND INSPECTION SERVICE				10,000									10,000		
		01-5200	CONSTRUCTION FACILITIES				181									181		
		01-5510	PARKING FEES				7,500									7,500		
		01-5526	TRAFFIC CONTROL				20,664									20,664		
		01-5600	TEMP BARRIERS AND ENCLOSURES				780									780		
		01-5713	EROSION/SEDIMENT CTRL. (SWPPP)				1,200									1,200		
		01-7419	WASTE MANAGEMENT AND DISPOSAL				1,000									1,000		
		02-4113	DEMO-SITE				25,739									25,739		
		03-8100	SAW CUTTING				1,050									1,050		
		26-0010	ELECTRICAL COLUMNS AND BASES				23,699									23,699		
		26-0100	ELECTRICAL				24,336									24,336		
		26-5613	LIGHT FIXTURE PACKAGE				43,009									43,009		
		32-1100	BASE COURSE				24,916									24,916		
		32-1216	ASPHALT PAVING				2,000									2,000		
		32-1313	CONCRETE PAVING				68,484									68,484		

GMP AMENDMENT 4
EXHIBIT A

CCDC Central District
Renovation

GMP 4 SUMMARY																	
		Description	Amendment 1	Area Total	Amendment 1 Total	Amendment 2	Area Total	Amendment 2 Total	Amendment 3	Area Total	Amendment 3 Total	Amendment 4	Area Total	Amendment 4 Total	GMP 4 Total	Area Total	GMP 4 Total
		32-1413				34,000									34,000		
		32-1416				9,034									9,034		
		32-3913				36,552									36,552		
		33-4000				22,536									22,536		
		33-8126				6,160									6,160		
						15,000									15,000		
						10,000									10,000		
		Total Cost				\$	420,802									420,802	
		CM/GC Fee				\$	31,560									31,560	
		Contingency				\$	42,080									42,080	
		Bond				\$	4,697									4,697	
		2 Freak / Union Alleys Total						499,140									499,140
3		Capitol Blvd Streetscapes															
		01-3110							14,655						14,655		
		01-3111							59,548						59,548		
		01-3223							3,000						3,000		
		01-4123							7,500						7,500		
		01-4523							10,500						10,500		
		01-5200							724						724		
		01-5526							32,600						32,600		
		01-5529							16,050						16,050		
		01-5600							1,950						1,950		
		01-5713							3,900						3,900		
		01-7419							2,000						2,000		
		02-4113							34,306						34,306		
		10-1453							1,311						1,311		
		12-9300	1,526			6,680			3,748						11,954		
		26-0010							58,935						58,935		
		26-5613	18,870						5,426						24,296		
		32-1100							42,088						42,088		
		32-1216							40,491						40,491		
		32-1313							84,199						84,199		
		32-1416							112,992						112,992		
		32-1613							52,857						52,857		
		32-1726							6,900						6,900		
		32-9100							29,389						29,389		
		32-9443	31,701						1,257						32,958		
		32-9446							156,369						156,369		
		33-4000							18,108						18,108		
		33-7000							13,500						13,500		
		33-8000							24,832						24,832		
		Total Cost		\$	52,097		\$	6,680		\$	839,135		-			897,912	
		CM/GC Fee		\$	3,907		\$	501		\$	62,935		-			67,343	
		Contingency		\$	-		\$	-	7.50%	\$	62,935		-			62,935	
		Bond		\$	699		\$	68		\$	9,168					9,935	
		3 Capitol Blvd Streetscapes			\$	56,703		7,249		\$	974,173		-				1,038,126
4		Repair Work															
2		MATERIAL PROCUREMENT															
		12-9300		7,462		18,370									25,832		
		32-9443		73,803											73,803		
		LOADING ZONE INFILL													-		
		01-5526							4,650						4,650		
		01-5600							390						390		

GMP AMENDMENT 4
EXHIBIT A

CCDC Central District
Renovation

GMP 4 SUMMARY																	
		Description	Amendment 1	Area Total	Amendment 1 Total	Amendment 2	Area Total	Amendment 2 Total	Amendment 3	Area Total	Amendment 3 Total	Amendment 4	Area Total	Amendment 4 Total	GMP 4 Total	Area Total	GMP 4 Total
		01-5713 EROSION/SEDIMENT CTRL. (SWPPP)							450						450		
		02-4100 DEMOLITION							6,937						6,937		
		10-1453 Traffic Signage							386						386		
		32-1216 ASPHALT PAVING							2,700						2,700		
		32-1416 BRICK PAVERS							9,509						9,509		
		32-1613 CURB & GUTTER							6,521						6,521		
		MISC REPAIRS													-		
		01-31-00 Project Management And Coordination										1,675			1,675		
		01-31-00 Project Supervision										16,162			16,162		
		01-55-26 Traffic Control										1,500			1,500		
		02-22-00 Misc Repairs										17,300			17,300		
		12-93-00 Site Furnishings										23,773			23,773		
		12-93-13 Bicycle Racks										6,560			6,560		
		12-93-43 Site Seating And Tables										29,692			29,692		
		26-56-13 Lighting Poles And Standards										21,495			21,495		
		32-14-16 Brick Unit Paving										123,656			123,656		
		32-84-00 Planting Irrigation										20,000			20,000		
		32-94-43 Tree Grates										10,393			10,393		
		33-44-00 Trench Drain Covers										1,382			1,382		
		33-71-00 Electrical J Box Replacement										4,692			4,692		
		Total Cost		\$ 81,265			\$ 18,370			\$ 31,543			278,280			409,458	
		CM/GC Fee		\$ 6,095			\$ 1,378			\$ 2,366			20,871			30,709	
		Contingency		\$ -			\$ -			\$ 3,154		-	-			3,154	
		Bond		\$ 1,091			\$ 188			\$ 352			2,842			4,473	
		4 Repair Work Total			\$ 88,451			19,935			\$ 37,415			301,993			447,794
5		Geothermal															
		01-31-00 Project Management										3,350			3,350		
		01-31-00 Project Supervision										12,760			12,760		
		01-55-26 Traffic Control										9,900			9,900		
		01-56-26 Temporary Fencing										1,040			1,040		
		03-81-00 Concrete Cutting										2,500			2,500		
		22-00-10 Plumbing -- Subcontractors										14,670			14,670		
		32-12-16 Asphalt Paving										11,120			11,120		
		32-14-16 Brick Unit Paving										10,277			10,277		
		32-16-13 Concrete Curbs And Gutters										3,207			3,207		
		33-61-00 Geothermal Underground										80,755			80,755		
		33-61-00 Fiberglass Pipe										72,293			72,293		
		Total Cost		\$ -						\$ -			221,872			221,872	
		CM/GC Fee		\$ -						\$ -			16,640			16,640	
		Contingency		\$ -			\$ -			\$ -		5%	11,094			11,094	
		Bond								\$ -			2,371			2,371	
		Geothermal			\$ -			-			\$ -			251,977			251,977
				GMP 1 TOTAL	\$ 762,238		GMP 2 SUBTOTAL	561,020		GMP 3 SUBTOTAL	\$ 1,011,588		GMP 4 SUBTOTAL	553,970		GMP 1+ 2 + 3 + 4 TOTAL	2,888,816
							GMP 1 SUBTOTAL	762,238		GMP 2 SUBTOTAL	\$ 1,323,258		GMP 3 SUBTOTAL	2,334,846			
							GMP 2 TOTAL	1,323,258		GMP 3 TOTAL	\$ 2,334,846		GMP 4 TOTAL	2,888,816			

GMP AMENDMENT 4
EXHIBIT B

CCDC Central District
Renovation

SCHEDULE OF VALUES					
4 Repair Work					
	01-31-00	Project Management	1,675		
	01-31-00	Project Supervision	16,162		
	01-55-26	Traffic Control	1,500		
	02-22-00	Misc Repairs	17,300		
	12-93-00	Site Furnishings	23,773		
	12-93-13	Bicycle Racks	6,560		
	12-93-43	Site Seating And Tables	29,692		
	26-56-13	Lighting Poles And Standards	21,495		
	32-14-16	Brick Unit Paving	123,656		
	32-84-00	Planting Irrigation	20,000		
	32-94-43	Tree Grates	10,393		
	33-44-00	Trench Drain Covers	1,382		
	33-71-00	Electrical J Box Replacement	4,692		
		TOTAL		278,280	
		CM/GC FEE		20,871	
		0% Contingency		-	
		Bond		2,842	
		MISC REPAIRS			\$ 301,993
5. Geothermal					
	01-31-00	Project Management	3,350		
	01-31-00	Project Supervision	12,760		
	01-55-26	Traffic Control	9,900		
	01-56-26	Temporary Fencing	1,040		
	03-81-00	Concrete Cutting	2,500		
	22-00-10	Plumbing -- Subcontractors	14,670		
	32-12-16	Asphalt Paving	11,120		
	32-14-16	Brick Unit Paving	10,277		
	32-16-13	Concrete Curbs And Gutters	3,207		
	33-61-00	Geothermal Underground	80,755		
	33-61-00	Geothermal Pipe	72,293		
		TOTAL		221,872	
		CM/GC FEE		16,640	
		5% Contingency		11,094	
		Bond		2,371	
		GEOTHERMAL WORK			\$ 251,977
		AMENDMENT 4 TOTAL			\$ 553,970

GMP AMENDMENT 4
EXHIBIT C

CCDC Central District
Renovation

COST ESTIMATE DETAIL							
EXTRA	Phase	Description	Takeoff Quantity		Total Amount	SOV Total	
440		MISC REPAIRS					
	01-31-00	Project Management				17,837	
		Project Manager	20	HR	1,675		GENERAL CONDITIONS
		Superintendent Senior	30	HR	2,512		GENERAL CONDITIONS
		Superintendent Jr.	250	HR	13,650		GENERAL CONDITIONS
	01-55-26	Traffic Control				1,500	
		Temp Fence Panels and Signage	1	ls	1,500		GENERAL CONDITIONS
	02-22-00	Existing Conditions Assessment				17,300	
		Misc Repairs Allowance Labor	300	hrs	10,500		ALLOWANCE
		Misc Repairs Allowance Materials	1	all	2,500		ALLOWANCE
		Concrete Wing to Front St Parking Garage Exit	1	ec	4,300		SELF PERFORM
	12-93-00	Site Furnishings				23,773	
		Bollard 1890 43" Tall	15	ec	19,273		PURCHASE ORDER
		Bollard Foundation Replacement	15	ec	4,500		SELF PERFORM
	12-93-13	Bicycle Racks				6,560	
		Bike Rack, Install	53	ec	5,300		SELF PERFORM
		Bike Rack, Demo	14	ec	1,260		SELF PERFORM
	12-93-43	Site Seating And Tables				29,692	
		4 ft Bench	30	ec	26,992		PURCHASE ORDER
		Bench Install	30	ec	2,700		SELF PERFORM
	26-56-13	Lighting Poles And Standards				21,495	
		LED Retrofit Kit	50	ec	21,495		PURCHASE ORDER
	32-14-16	Brick Unit Paving				123,656	
		Brick Paver Repair Work	9,512	sf	123,656		ALLOWANCE
	32-84-00	Planting Irrigation				20,000	
		Tree Irrigation Repair Allowance	1	all	20,000		ALLOWANCE
	32-94-43	Tree Grates				10,393	
		Tree Grate Install	131	ec	5,895		SELF PERFORM
		Kiva 6x6	3	ec	4,498		PURCHASE ORDER
	33-44-00	Storm Utility Water Drains				1,382	
		Trench Drain	48	LF	1,382		PURCHASE ORDER
	33-71-00	Electrical J Box Replacement				4,692	
		S-40 J Box	11	ec	3,207		PURCHASE ORDER
		S-40 Box Remove and Replace	11	ec	1,485		SELF PERFORM
						TOTAL	278,280
						CM/GC FEE	20,871
						0% Contingency	-
						Bond	2,842
						MISC REPAIRS TOTAL	\$ 301,993
450		GEOTHERMAL					
	01-31-00	Project Management				16,110	
		Project Manager	40	HR	3,350		GENERAL CONDITIONS
		Superintendent Senior	30	HR	2,512		GENERAL CONDITIONS
		Superintendent	150	HR	10,248		GENERAL CONDITIONS
	01-55-26	Traffic Control				9,900	
		Traffic Control (Capitol)	1	mt	2,500		GENERAL CONDITIONS
		Ped Traffic Control / Block (EACH)	3	mt	1,500		GENERAL CONDITIONS
		Traffic Control (Maintenance)	30	hrs	900		GENERAL CONDITIONS
		Traffic Control (Idaho)	1	mt	2,500		GENERAL CONDITIONS
		Traffic Control (Bannock)	1	mt	2,500		GENERAL CONDITIONS
	01-56-26	Temporary Fencing				1,040	
		Temporary Orange Plastic Fencing 4' x 100'	800	ft	1,040		GENERAL CONDITIONS
	03-81-00	Concrete Cutting				2,500	
		Core Drill	5	ec	2,500		
	22-00-10	Plumbing -- Subcontractors				14,670	
		Geothermal Plumbing Bid Package	1	ls	14,670		SUBCONTRACT
	32-12-16	Asphalt Paving				11,120	
		Small Asphalt Patch (Capitol/Idaho)	2,560	sf	7,680		SUBCONTRACT
		Mobilization	2	ec	2,000		SUBCONTRACT
		Small Asphalt Patch (Bannock)	480	sf	1,440		SUBCONTRACT
	32-14-16	Brick Unit Paving				10,277	
		Brick Paver Salvage (Bannock)	120	sf	186		SUBCONTRACT
		Brick Paver Reset (Bannock)	120	sf	1,140		SUBCONTRACT
		Brick Paver Salvage (Idaho)	810	sf	1,256		SUBCONTRACT
		Brick Paver Reset (Idaho)	810	sf	7,695		SUBCONTRACT
	32-16-13	Concrete Curbs And Gutters				3,207	

GMP AMENDMENT 4
EXHIBIT C

CCDC Central District
Renovation

COST ESTIMATE DETAIL							
		Curb and Gutter Idaho St.	110	lf	2,714		SUBCONTRACT
		Curb and Gutter Bannock	20	lf	493		SUBCONTRACT
33-61-00		GEO THERMAL UNDERGROUND			80,755		
		Geothermal Underground Pipe Bid Package	1	ls	76,149		SUBCONTRACT
		12" Romac XR Coupling	8	ls	3,247		PURCHASE ORDER
		2" Stainless Ball Valve	4	ls	359		PURCHASE ORDER
		Misc Material Allowance	1	ls	1,000		ALLOWANCE
33-61-00		GEO THERMAL PIPE SUPPLY			72,293		
		City Provided Pipe (Thermal Pipe)	1	ls	28,110		
		City Provided Pipe (In Stock)	1	ls	40,091		
		City Provided Pipe Use Tax	68,201	ls	4,092		
					TOTAL	221,872	
					CM/GC FEE	16,640	
					5% Contingency	11,094	
					Bond	2,371	
					Geothermal Work	\$	251,977
					Amendment 4 Total	\$	553,970

GMP AMENDMENT 4
EXHIBIT D

**CCDC Central District
Renovation**

ALLOWANCES						
EXTRA	Phase	Description	Takeoff Quantity		Total Amount	SOV Total
440		MISC REPAIRS				
	02-22-00	Existing Conditions Assessment				13,000
		Misc Repairs Allowance Labor	300	hrs	10,500	
		Misc Repairs Allowance Materials	1	all	2,500	
	32-14-16	Brick Unit Paving				123,656
		Brick Paver Repair Work	9,512	sf	123,656	
	32-84-00	Planting Irrigation				20,000
		Tree Irrigation Repair Allowance	1	all	20,000	
	33-61-00	GEOTHERMAL UNDERGROUND				1,000
		Misc Material Allowance	1	ls	1,000	

Allowances 157,656

GMP AMENDMENT 4
EXHIBIT E

CCDC Central District
Renovation

GENERAL CONDITIONS							
EXTRA	Phase	Description	Takeoff Quantity		Total Amount	SOV Total	
440		MISC REPAIRS					
	01-31-00	Project Management				17,837	
		Project Manager	20	HR	1,675		
		Superintendent Senior	30	HR	2,512		
		Superintendent Jr.	250	HR	13,650		
	01-55-26	Traffic Control				1,500	
		Temp Fence Panels and Signage	1	ls	1,500		
450		GEO THERMAL					
	01-31-00	Project Management				16,110	
		Project Manager	40	HR	3,350		
		Superintendent Senior	30	HR	2,512		
		Superintendent	150	HR	10,248		
450		GEO THERMAL					
	01-55-26	Traffic Control				9,900	
		Traffic Control (Capitol)	1	mt	2,500		
		Ped Traffic Control / Block (EACH)	3	mt	1,500		
		Traffic Control (Maintenance)	30	hrs	900		
		Traffic Control (Idaho)	1	mt	2,500		
		Traffic Control (Bannock)	1	mt	2,500		
	01-56-26	Temporary Fencing				1,040	
		Temporary Orange Plastic Fencing 4' x 100'	800	ft	1,040		
					General Conditions		46,387

GMP AMENDMENT 4
EXHIBIT F REV 4

CCDC Central District
Renovation

PURCHASE ORDERS							
Canterbury Designs						23,773	
	12-93-00	Bollard 1890 43" Tall	15	ea	19,273		
	12-93-00	Bollard Foundation Replacement	15	ea	4,500		
CED Supply						21,495	
	26-56-13	LED Retrofit Kit	50	ea	21,495		
Northwest Recreation						4,498	
	32-94-43	Kiva 6x6	3	ea	4,498		
Idaho Precast						3,207	
	33-71-00	S-40 J Box	11	ea	3,207		
HD Fowler						4,988	
	33-44-00	Trench Drain	48	LF	1,382		
450		GEOHERMAL					
	33-61-00	12" Romac XR Coupling	8	ls	3,247		
	33-61-00	2" Stainless Ball Valve	4	ls	359		
City of Boise						72,293	
	33-61-00	City Provided Pipe (Thermal Pipe)	1	ls	28,110		
	33-61-00	City Provided Pipe (In Stock)	1	ls	40,091		
	33-61-00	City Provided Pipe Use Tax	68,201	ls	4,092		
					Purchase Orders	130,254	

GMP AMENDMENT 4
EXHIBIT G

CCDC Central District Renovation

SUBCONTRACTS							
		Description	Qty		Total Amount	SOV Total	
Buss Mechanical							14,670
	22-00-10	Plumbing -- Subcontractors				14,670	
		Geothermal Plumbing Bid Package	1	ls	14,670		
Capitol Paving							11,120
	32-12-16	Asphalt Paving				11,120	
		Small Asphalt Patch (Capitol/Idaho)	2,560	sf	7,680		
		Mobilization	2	ec	2,000		
		Small Asphalt Patch (Bannock)	480	sf	1,440		
Capitol Landscape							10,277
	32-14-16	Brick Unit Paving				10,277	
		Brick Paver Salvage (Bannock)	120	sf	186		
		Brick Paver Reset (Bannock)	120	sf	1,140		
		Brick Paver Salvage (Idaho)	810	sf	1,256		
		Brick Paver Reset (Idaho)	810	sf	7,695		
A-1 Concrete							3,207
	32-16-13	Concrete Curbs And Gutters				3,207	
		Curb and Gutter Idaho St.	110	lf	2,714		
		Curb and Gutter Bannock	20	lf	493		
Blue Sky							76,149
	33-61-00	GEOTHERMAL UNDERGROUND				76,149	
		Geothermal Underground Pipe Bid Package	1	ls	76,149		
Subcontractor Total							115,423

GMP AMENDMENT4
EXHIBIT H

CCDC Central District
Renovation

SELF PERFORM WORK							
		Description	Qty		Total Amount	SOV Total	
EXTRA	Phase	Description	Takeoff Quantity		Total Amount	SOV Total	
440		MISC REPAIRS					
	02-22-00	Existing Conditions Assessment				4,300	
		Concrete Wing to Front St Parking Garage Exit	1	ea	4,300		
	12-93-00	Site Furnishings				4,500	
		Bollard Foundation Replacement	15	ea	4,500		
	12-93-13	Bicycle Racks				6,560	
		Bike Rack, Install	53	ea	5,300		
		Bike Rack, Demo	14	ea	1,260		
	12-93-43	Site Seating And Tables				2,700	
		Bench Install	30	ea	2,700		
	32-94-43	Tree Grates				5,895	
		Tree Grate Install	131	ea	5,895		
	33-71-00	Electrical J Box Replacement				1,485	
		S-40 Box Remove and Replace	11	ea	1,485		
					Self Perform Work	25,440	

GMP AMENDMENT 4
EXHIBIT I

CCDC Central District
Renovation

MISC REPAIRS WORKSHEET

#	Title	Type	Location	Description	Demo Bricks	Reset Bricks	Add Bike Rack	Bench	Misc Repair	6x6 Tree Grate	Misc Irrigation	Concrete Replace	s-40 Box	Trash Can	Bollards
1	Replace damaged ACHD box	Paver Repair	Bannock - 8th St. to Capitol South Side	Corner of 8th and Bannock by Thomas Hammer	6	6							1		
2	Reset uneven pavers at corner of 8th and Bannock	Paver Repair	Bannock - 8th St. to Capitol South Side	In front of Thomas Hammer	40	40									
3	Reset pavers around tree grate	Paver Repair	Bannock - 8th St. to Capitol South Side	In front of Thomas Hammer	32	32									
4	Reset damaged pavers in the middle of the sidewalk	Paver Repair	Bannock - 8th St. to Capitol South Side	In front of Thomas Hammer	50	50									
5	Reset pavers along Bannock St.	Paver Repair	Bannock - 8th St. to Capitol South Side	South Side	10	10									
6	Reset raised paver near Conc.Planter	Paver Repair	Bannock - 8th St. to Capitol South Side	South Side	5	5									
9	Reset uneven pavers at tree grates Typical of 5	Paver Repair	Bannock - 8th St. to Capitol South Side	Near the corner of Bannock and Capitol	80	80									
7	Replace 1/2 tree grate and reset pavers	Tree Grates	Bannock - 8th St. to Capitol South Side	South Side	8	8			1						
8	Replace 5-4x4 tree grates	Tree Grates	Bannock - 8th St. to Capitol South Side	Near the corner of Bannock and Capitol					5						
1	Replace 2-4x4 tree grates	Tree Grates	Bannock - 9th to 8th South Side						2						
2	Demo 1 and replace with 3 single loop bike racks	Bike Racks	Bannock - 9th to 8th South Side		45	45	3								
3	Reset pavers along curb 600 SF	Paver Repair	Bannock - 9th to 8th South Side		600	600									
4	Remove and Replace 1 Trash can	Trash Cans	Bannock - 9th to 8th South Side											1	
5	Demo concrete and infill with pavers	Demo and Paver Infill	Bannock - 9th to 8th South Side	Near planter area	9	9		1							
6	Reset pavers along curb and near light pole	Paver Repair	Bannock - 9th to 8th South Side	In front of Marla June's Clothing Company	25	25									
7	Replace handicap parking sign	Misc.	Bannock - 9th to 8th South Side					1							
1	Regrade and reset pavers	Paver Repair	Idaho - Capitol to 6th North Side	Misc. Paver repairs for the whole block	200	200									
2	Demo 1 and replace with 2 single loop bike racks	Bike Racks	Idaho - Capitol to 6th North Side	In front of Dharma	30	30	2								
3	Replace 1 1/4 section of 6x6 tree grate	Tree Grates	Idaho - Capitol to 6th North Side							1					
4	Reset tree grates to be flush with paver sidewalk	Tree Grates	Idaho - Capitol to 6th North Side	In front of Dharma	18	18									
5	Regrade and reset pavers at parking lot approach/handicap parking area	Paver Repair	Idaho - Capitol to 6th North Side	East side of parking lot entrance	40	40									
6	Repair broken drain cover	Misc.	Idaho - Capitol to 6th North Side												
7	Demo 1 and replace with 3 single loop bike racks	Bike Racks	Idaho - Capitol to 6th North Side		45	45	3								
8	Replace S40 Box	Utility Access / Paver	Idaho - Capitol to 6th North Side		12	12							1		
9	Reset pavers around water meter at Java	Utility Access / Paver	Idaho - Capitol to 6th North Side	North West corner of Idaho and 6th	9	9									
1	Remove ground hydrant and infill bricks	Demo and Paver Infill	Idaho - Capitol to 8th North Side	On the Idaho St. side of Key Bank	9	9					1				
2	Remove ground hydrant and infill pavers	Demo and Paver Infill	Idaho - Capitol to 8th North Side		9	9					1				
3	Replace 2 utility boxes, see white paint	Utility Box	Idaho - Capitol to 8th North Side	Near the middle between Capitol and 8th	24	24								2	
4	Reset pavers at the curb near Old Chicago	Paver Repair	Idaho - Capitol to 8th North Side	Near Old Chicago	10	10									
5	Reset pavers near water meter-2 locations	Paver Repair	Idaho - Capitol to 8th North Side		20	20									
6	Add 4 single loop bike racks at old buss shelter location	Bike Racks	Idaho - Capitol to 8th North Side		60	60	4								
7	Add 4 single loop bike racks at old buss shelter location	Bike Racks	Idaho - Capitol to 8th North Side		60	60	4								
8	Demo existing double loop bike rack	Bike Racks	Idaho - Capitol to 8th North Side		12	12									
9	4x4 Tree gates	Tree Grates	Idaho - Capitol to 8th North Side												
10	Add 2 benches	Benches	Idaho - Capitol to 8th North Side					2							
11	Remove 12"x12" concrete in sidewalk	Demo and Paver Infill	Idaho - Capitol to 8th North Side		9	9		1							
12	Add 2 trash cans	Trash Cans	Idaho - Capitol to 8th North Side											2	
13	Enhance pedestrian ramp, decrease curb radius to 10'	Pedestrian Ramp	Idaho - Capitol to 8th North Side												
1	Reset uneven pavers along Idaho Street near the North Face	Paver Repair	Idaho - 8th to 9th North Side	In front of The North Face, and the rest of the block	200	200									
2	Replace bench near Walla Walla	Benches	Idaho - 8th to 9th North Side	In front of Walla Walla	30	30		1						1	
3	Utility box concrete and lid repair	Utility Access / Paver	Idaho - 8th to 9th North Side												
4	Replace bench at West Elm	Benches	Idaho - 8th to 9th North Side	In front of West Elm				1							
5	Demo 1 and replace with 3 single loop bike racks	Bike Racks	Idaho - 8th to 9th North Side	In front of West Elm	45	45	3								
6	Demo 1 and replace with 3 single loop bike racks	Bike Racks	Idaho - 8th to 9th North Side	In front of Wear Boise	45	45	3								
7	Utility box and paver repair	Utility Access / Paver	Idaho - 8th to 9th North Side	Northeast corner of 9th and Idaho St.	12	12						1			
8	Replace 11) 4x4 tree grates	Tree Grates	Idaho - 8th to 9th North Side						11						
9	Demo 1 and replace with 4 single loop bike racks	Bike Racks	Idaho - 8th to 9th North Side	In front of Walla Walla	60	60	4								
10	Add trash can	Trash Cans	Idaho - 8th to 9th North Side											1	
1	Replace 10) 4x4 tree grates	Tree Grates	Idaho - Capitol to 8th South Side						10						
2	Misc paver repairs	Paver Repair	Idaho - Capitol to 8th South Side	Misc Paver repairs for the whole block	50	50									
3	Replace 2 benches	Benches	Idaho - Capitol to 8th South Side					1							
	Replace Bollards	Bollards	Idaho - Capitol to 8th South Side		36	36									3
4	Enhance pedestrian ramp, decrease curb radius to 10'	Pedestrian Ramp	Idaho - Capitol to 8th South Side												
1	Replace 9) 4x4 Tree grates	Tree Grates	Idaho - 8th to 9th South Side						9						
2	Regrade pavers at water meter by Dash	Paver Repair	Idaho - 8th to 9th South Side		9	9									
3	Regrade pavers at water meter by Pay Station	Paver Repair	Idaho - 8th to 9th South Side		9	9									
4	Add 1 bench, west end	Benches	Idaho - 8th to 9th South Side					1							
5	Replace bench	Benches	Idaho - 8th to 9th South Side					1							
6	Demo ground hydrant and infill bricks	Demo and Paver Infill	Idaho - 8th to 9th South Side		9	9					1				
7	Misc paver repairs	Paver Repair	Idaho - 8th to 9th South Side		50	50									
1	Replace 10) 4x4 tree grates	Tree Grates	Main - Capitol to 8th North Side	Existing trees are to large grates will need modified					10						
2	Misc Paver repair	Paver Repair	Main - Capitol to 8th North Side	Misc repairs for the block	100	100									
3	Replace utility box and infill abandoned water meter	Demo and Paver Infill	Main - Capitol to 8th North Side	In front of Egyptian Theatre	12	12		1						1	
4	Raise bike corral - Infill with 400 SF of pavers and 40 LF of curb	Demo and Paver Infill	Main - Capitol to 8th North Side												
5	Reset and attach bench	Benches	Main - Capitol to 8th North Side					1							
1	Misc. Paver Repair	Paver Repair	Main -8th to 9th North Side	In front of Flat Bread	600	600									
2	Add 1 bike rack	Bike Racks	Main -8th to 9th North Side	Side of Zions Bank	12	12	1								
3	Misc. Paver Repair	Paver Repair	Main -8th to 9th North Side	Near parking entrance	10	10									
4	Misc. Paver Repair	Paver Repair	Main -8th to 9th North Side	In front of parking garage, and misc repairs	200	200									
5	Plant tree	Tree	Main -8th to 9th North Side	Between parking garage and DL Evans Bank											
6	Replace 4) Tree grates	Tree Grates	Main -8th to 9th North Side	Existing trees are to large grates will need modified					4						
7	Remove and replace trash can	Trash Cans	Main -8th to 9th North Side											1	
1	Misc. Paver Repair	Paver Repair	Main - 9th to 8th South Side	North side of Wells Fargo	16	16								1	
2	Misc. Paver Repair	Paver Repair	Main - 9th to 8th South Side	North side of Wells Fargo near the East corner	16	16									
3	Misc. Paver Repair	Paver Repair	Main - 9th to 8th South Side	North side of Costa Vida	12	12									
4	Misc. Paver Repair	Paver Repair	Main - 9th to 8th South Side	North side of Costa Vida	9	9									
5	Replace all 4 bollards	Bollards	Main - 9th to 8th South Side	Between Costa Vita and VRT	48	48									4
6	Replace 8) 4x4 tree grates	Tree Grates	Main - 9th to 8th South Side						8						
7	Misc paver repair	Tree Grates	Main - 9th to 8th South Side	Misc repairs for the block	400	400									
8	Replace 2 S40 boxes	Utility	Main - 9th to 8th South Side	Painted White	20	20								2	
9	Replace 2 benches	Benches	Main - 9th to 8th South Side					2							
1	Remove/Replace 3 trash cans	Trash Cans	Front - Capitol to 8th North Side	Near Northwest corner of capitol and front						3					3
2	Replace 3) 4x4 tree grates	Tree Grates	Front - Capitol to 8th North Side												
3	Misc. Paver Repair	Paver Repair	Front - Capitol to 8th North Side		12	12									
4	Misc. Paver Repair	Paver Repair	Front - Capitol to 8th North Side	South side of Grove Hotel	300	300									
5	Replace 1 bench	Benches	Front - Capitol to 8th North Side					1							
6	Replace trench cover	Utility Access / Paver	Front - Capitol to 8th North Side	Appears to be abandoned/Confirm not in use	30	30								4	
1	Replace all 3 bollards (both sides of crosswalk)	Bollards	Front - 8th to 9th North Side	Corner of 8th and Front	36	36									3
2	Misc. paver repair	Paver Repair	Front - 8th to 9th North Side	South side of Boise Centre	16	16									
3	Replace 8) 4x4 tree grates	Tree Grates	Front - 8th to 9th North Side	South side of Boise Centre					8						
4	Misc. paver repair	Paver Repair	Front - 8th to 9th North Side	300SqFt Misc repairs for the whole block	300	300									
5	Replace 1 bench	Benches	Front - 8th to 9th North Side	South side of Boise Centre				1							

1	Demo bike rack only 3 single loops will fit(3 is painted from walk thru)	Bike Racks	Front - 9th to 8th South Side		30	30	3											
2	Demo bike rack only 3 single loops will fit(3 is painted from walk thru)	Bike Racks	Front - 9th to 8th South Side		30	30	3											
3	Replace 2) S40 boxes	Paver Repair	Front - 9th to 8th South Side		20	20											2	
4	Replace pavers with concrete at parking garage exit	Paver Repair	Front - 9th to 8th South Side		25	25										80		
5	Misc. paver repair	Paver Repair	Front - 9th to 8th South Side	400SqFt for misc repairs for the whole block	300	300												
6	Paver repair at curb	Paver Repair	Front - 9th to 8th South Side		10	10												
7	Replace all 4 bollards (both sides of crosswalk) 1 of 4	Bollards	Front - 9th to 8th South Side															4
1	Replace trash can	Trash Cans	Front - 8th to Capitol South Side	Southeast corner of 8th and Front														1
2	Paver repair	Paver Repair	Front - 8th to Capitol South Side	300 Misc paver repairs for the whole block	300	300												
3	Paver repair	Paver Repair	Front - 8th to Capitol South Side		4	4												
4	Adjust tree grates) Typical of 8-Replace on broken 1/4	Tree Grates	Front - 8th to Capitol South Side															
5	Replace trash can	Trash Cans	Front - 8th to Capitol South Side															1
6	Infill around tree grates) Typical of 8	Paver Repair	Front - 8th to Capitol South Side		200	200												
7	Potential paver repair, Coordinate with BSU	Paver Repair	Front - 8th to Capitol South Side		1,000	1,000												
1	Replace electrical box lid	Utility Box	Capitol - Bannock to Idaho West Side	Near corner of Bannock and Capitol	30	30												1
2	Water meter lid and pavers	Utility Access / Paver	Capitol - Bannock to Idaho West Side		12	12												
3	Replace 6) 4x4 tree grates	Tree Grates	Capitol - Bannock to Idaho West Side	In front of Key Bank														
4	Misc Paver Repair	Paver Repair	Capitol - Bannock to Idaho West Side	ID Power Vault, and remaining block	300	300												
5	Replace J-box	Tree Grates	Capitol - Bannock to Idaho West Side		12	12												
6	Demo/Replace top 6' DI, add new frame and grate	Curb/Repair	Capitol - Bannock to Idaho West Side															1
7	Replace pavers and Drain inlet	Paver Repair	Capitol - Bannock to Idaho West Side	Corner of Capitol and Idaho in front of Key Bank	30	30												
8	Replace 1 bench	Benches	Capitol - Bannock to Idaho West Side															
1	Replace 4) 4x4 tree grates	Tree Grates	Capitol - Idaho to Main West Side	On East side of Chase Bank														
2	Reset pavers at light pole	Paver Repair	Capitol - Idaho to Main West Side	On East side of Chase Bank	50	50												
3	Replace one bench	Benches	Capitol - Idaho to Main West Side	On East side of Chase Bank														
4	Reset pavers at parking garage approach	Paver Repair	Capitol - Idaho to Main West Side	Around parking garage entrance	50	50												
5	Reset pavers around tree grate and planter	Paver Repair	Capitol - Idaho to Main West Side		100	100												
6	Reset pavers around tree grate and curb	Paver Repair	Capitol - Idaho to Main West Side	Near corner of Egyptian Theatre	100	100												
7	Reset pavers at curb	Paver Repair	Capitol - Idaho to Main West Side	Corner of Egyptian Theatre	100	100												
1	Misc. paver repair at street	Paver Repair	Capitol - Main to Grove West Side	Corner of Main and Capitol	50	50												
2	Replace 5) tree grates	Tree Grates	Capitol - Main to Grove West Side															
3	Misc. paver repair near tree grates	Paver Repair	Capitol - Main to Grove West Side		50	50												
4	Misc. paver repair at water	Utility Access / Paver	Capitol - Main to Grove West Side		50	50												
5	Misc. repair at light pole	Paver Repair	Capitol - Main to Grove West Side		50	50												
6	Misc. paver repair	Paver Repair	Capitol - Main to Grove West Side		300	300												
7	Paver repair at access box	Utility Access / Paver	Capitol - Main to Grove West Side		10	10												1
8	Misc. paver repair	Paver Repair	Capitol - Main to Grove West Side	Corner of Capitol and Grove	10	10												
1	Replace 7) 4x4 tree grates	Tree Grates	Capitol - Grove to Front West Side	Near northeast corner of CenturyLink Arena														
2	Add 1 bike rack	Bike Racks	Capitol - Grove to Front West Side	East side of CenturyLink Arena	15	15	1											
3	Replace 1 bench	Benches	Capitol - Grove to Front West Side	East side of CenturyLink Arena														
4	Demo 1 replace with 1 single loop bike rack	Bike Racks	Capitol - Grove to Front West Side	East side of Grove Hotel	15	15	1											
5	Misc. paver repair near tree grate	Paver Repair	Capitol - Grove to Front West Side	East side of Grove Hotel	50	50												
6	Misc. paver repair at Grove Hotel approach	Paver Repair	Capitol - Grove to Front West Side	East side of Grove Hotel	50	50												
7	Misc. paver repair at curb	Paver Repair	Capitol - Grove to Front West Side	East side of Grove Hotel	50	50												
1	Demo floor hydrant and infill with pavers	Demo and Paver Infill	9th - Front to Grove East Side	West side of Boise Centre	9	9												
2	Misc. paver Repair, mostly at curb	Paver Repair	9th - Front to Grove East Side	Misc repairs for the whole block, mostly at curb	350	350												
3	Replace 7) 4x4 tree grates	Tree Grates	9th - Front to Grove East Side	4 Existing trees are to large, 4 grates will need modified														
4	Add 3 single loop bike racks	Bike Racks	9th - Front to Grove East Side		50	50	3											
1	Replace 5) tree grates	Paver Repair	9th - Grove to Main East Side	South corner of Well Fargo building														
2	Misc. paver repair	Paver Repair	9th - Grove to Main East Side	Misc paver repair for the whole block	300	300												
3	Loading zone infill. Infill 400 SF of pavers and 40 LF of curb	Demo and Paver Infill	9th - Grove to Main East Side	West side of Wells Fargo														
4	Demo ground hydrant, infill with pavers	Demo, Paver Infill	9th - Grove to Main East Side		10	10												
1	Replace 8) 4x4 tree grates	Tree Grates	9th - Main to Idaho East Side	4 existing trees are too large or off center, 4 grates need mod.														
2	Misc paver repair	Paver repair	9th - Main to Idaho East Side	Misc repairs for the whole block	250	250												
3	Demo 1 add 4 single loop bike racks, locations painted in white	Bike Racks	9th - Main to Idaho East Side		60	60	4											
4	Demo loading zone - Add 40 LF of curb and infill loading zone with pavers	Demo and Paver Infill	9th - Main to Idaho East Side	Near Southeast corner of Idaho and 9th														
5	Repair/remove ground hydrant	Demo and Paver Infill	9th - Main to Idaho East Side	Southeast corner of Idaho and 9th	9	9												
1	Replace bench	Benches	9th - Idaho to Bannock East Side	In front of Scot Christopher Hair Design														
2	Concrete and utility box - reset uneven bricks	Utility Access / Paver	9th - Idaho to Bannock East Side	Southeast corner of Bannock and 9th	25	25												
3	Replace 9) tree grates	Tree Grates	9th - Idaho to Bannock East Side															
4	Replace high mast light pole base trim	Misc	9th - Idaho to Bannock East Side															
5	Misc paver repair	Tree Grates	9th - Idaho to Bannock East Side	Misc repairs for the whole block	200	200												
6	Demo 2, add 4 single loop bike racks, locations painted in white	Bike Racks	9th - Idaho to Bannock East Side		60	60	4											
1	Replace 3) 4' round custom grates, too much root conflict	Tree Grates	9th - Idaho to Bannock West Side	2 of the 3 have been removed and filled with Pea gravel														
2	Concrete repair on alley approach 40 SF	Concrete Repair	9th - Idaho to Bannock West Side	Work completed by others														
1	Demo 2, add 5 single loop bike racks, locations painted in white	Bike Racks	9th - Idaho to Main West Side	Near Bank of Cascades ATM	75	75	5											
2	Repair 30 SF of approach	Concrete	9th - Idaho to Main West Side	Confirm														
3	Misc. paver repair	Paver Repair	9th - Idaho to Main West Side	Misc repairs for the whole block	200	200												
4	Adjust 7) 6x6 tree grates, Replace 1 set	Tree Grates	9th - Idaho to Main West Side															
1	Potential future bike racks - verify w/ property owner	Bike Racks	9th - Main to Grove West Side	Need Bike rack count,														
2	Bench Repair	Benches	9th - Main to Grove West Side															
3	Misc. paver repair	Paver Repair	9th - Main to Grove West Side		25	25												
4	Misc. paver repair	Paver Repair	9th - Main to Grove West Side		75	75												
5	Thermoplastic marking across 9th St. pedestrian crossing	Thermoplastic	9th - Main to Grove West Side															
1	Replace 3 benches	Benches	9th - Grove to Front West Side	Southwest corner of Grove and 9th														
2	Demo 1 add 2 single loop bike racks, location painted in white	Bike Racks	9th - Grove to Front West Side		30	30	2											
3	Replace 1 trash can	Trash Cans	9th - Grove to Front West Side															1
4	Misc. paver repair at corner	Paver Repair	9th - Grove to Front West Side	Misc repairs for the whole block	200	200												
					9,512	9,512	53	19	6	124	3	3	86	14	11	14		

MISC REPAIR WORK MAP





8TH STREET

BANNOCK STREET

CAPITOL BOULEVARD

	6	6								1				Replace damaged ACHD box	Paver Repair
	40	40												Reset uneven pavers at corner of 8th and Bannock	Paver Repair
	32	32												Reset pavers around tree grate	Paver Repair
	50	50												Reset damaged pavers in the middle of the sidewalk	Paver Repair
	10	10												Reset pavers along Bannock St.	Paver Repair
	5	5												Reset raised paver near cement planter	Paver Repair
	80	80												Reset uneven pavers at tree grates Typical of 5	Paver Repair
	8	8					1							Replace 1/2 tree grate and reset pavers	Tree Grates
5 complete							5							Replace 5-4x4 tree grates	Tree Grates



9TH STREET

BANNOCK STREET

8TH STREET

1 complete						2									Replace 2-4x4 tree grates	Tree Grates
Demo labor	45	45	3		1										Demo 1 and replace with 3 single loop bike racks	Bike Racks
600SqFt Confirmed	600	600													Reset pavers along curb 600 SF	Paver Repair
											1				Remove and Replace 1 Trash can	Trash Cans
	9	9			1										Demo concrete and infill with pavers	Demo and Paver Infill
	25	25													Reset pavers along curb and near light pole	Paver Repair
					1										Replace handicap parking sign	Misc.



Add 200SqFt Misc Paver	200	200													Regrade and reset pavers	Paver Repair
Completed, Use data for\$	30	30	2												Demo 1 and replace with 2 single loop bike racks	Bike Racks
							1								Replace 1)-1/4 section of 6x6 tree grate	Tree Grates
	18	18			5										Reset tree grates to be flush with paver sidewalk	Tree Grates
40SqFt Confirmed	40	40													Regrade and reset pavers at parking lot approach/handicap parking area	Paver Repair
Need depth and width															Repair broken drain cover	Misc.
Demo labor	45	45	3												Demo 1 and replace with 3 single loop bike racks	Bike Racks
	12	12								1					Replace S40 Box	Utility Access / Paver
	9	9													Reset pavers around water meter at Java	Utility Access / Paver

Received pricing from
HD Fowler. 2-3 days
out from Washington



Cut cap/demo labor	9	9												Remove ground hydrant and infill bricks	Demo and Paver Infill
Cut/cap/demo labor	9	9				1								Remove ground hydrant and infill pavers	Demo and Paver Infill
	24	24								2				Replace 2 utility boxes, see white paint	Utility Box
	10	10												Reset pavers at the curb near Old Chicago	Paver Repair
	20	20												Reset pavers near water meter-2 locations	Paver Repair
Location?	60	60	4											Add 4 single loop bike racks at old buss shelter location	Bike Racks
Location?	60	60	4											Add 4 single loop bike racks at old buss shelter location	Bike Racks
Demo?? bike rack	12	12												Demo existing double loop bike rack	Bike Racks
Confirm, none needed														4x4 Tree gates	Tree Grates
Location?				2										Add 2 benches	Benches
Demo labor	9	9												Remove 12"x12" concrete in sidewalk	Demo and Paver Infill
											2			Add 2 trash cans	Trash Cans
GMP 3														Enhance pedestrian ramp, decrease curb radius to 10'	Pedestrian Ramp



						10								Replace 10) 4x4 tree grates	Tree Grates
Add 50SqFt Misc Paver	50	50												Misc paver repairs	Paver Repair
				1										Replace 2 benches	Benches
GMP 3														Enhance pedestrian ramp, decrease curb radius to 10'	Pedestrian Ramp



Add 200SqFt Misc paver														Reset uneven pavers along Idaho Street near the North Face	Paver Repair
				1										Replace bench near Walla Walla	Benches
	30	30								1				Utility box concrete and lid repair	Utility Access / Paver
				1										Replace bench at West Elm	Benches
Demo labor	45	45	3											Demo 1 and replace with 3 single loop bike racks	Bike Racks
Demo labor	45	45	3											Demo 1 and replace with 3 single loop bike racks	Bike Racks
	12	12								1				Utility box and paver repair	Utility Access / Paver
						11								Replace 11) 4x4 tree grates	Tree Grates
	60	60	4											Demo 1 and replace with 4 single loop bike racks	Bike Racks
Confirm?											1			Add trash can	Trash Cans



						9								Replace 9) 4x4 Tree grates	Tree Grates
	9	9												Regrade pavers at water meter by Dash	Paver Repair
	9	9												Regrade pavers at water meter by Pay Station	Paver Repair
				1										Add 1 bench, west end	Benches
				1										Replace bench	Benches
Cut cap/Demo labor	9	9												Demo ground hydrant and infill bricks	Demo and Paver Infill
Add 50SqFt Misc Paver	50	50												Misc paver repairs	Paver Repair



All need modified, added cost						10								Replace 10) 4x4 tree grates	Tree Grates
Add 100SqFt Misc Paver	100	100												Misc Paver repair	Paver Repair
	12	12			1					1				Replace utility box and infill abandoned water meter	Demo and Paver Infill
Remove GMP 3														Raise bike corral - Infill with 400 SF of pavers and 40 LF of curb	Demo and Paver Infill
				1										Reset and attach bench	Benches



600SqFt	600	600												Misc. Paver Repair	Paver Repair
	12	12	1											Add 1 bike rack	Bike Racks
	10	10												Misc. Paver Repair	Paver Repair
Add 200SqFt Misc Paver	200	200												Misc. Paver Repair	Paver Repair
Get the tree from City?														Plant tree	Tree
All need modified, added cost						4								Replace 4) Tree grates	Tree Grates
Disposal											1			Remove and replace trash can	Trash Cans



	16	16								1			Misc. Paver Repair	Paver Repair
	16	16											Misc. Paver Repair	Paver Repair
	12	12											Misc. Paver Repair	Paver Repair
	9	9											Misc. Paver Repair	Paver Repair
These are painted white											4		Replace all 4 bollards	Bollards
						8							Replace 8) 4x4 tree grates	Tree Grates
Add 400SqFt Misc paver	400	400											Misc paver repair	Tree Grates
	20	20								2			Replace 2 S40 boxes	Utility
2 are painted				2									Replace 2 benches	Benches



											3			Remove/Replace 3 trash cans	Trash Cans
Calls for 4, only 3 exist						3								Replace 3) 4x4 tree grates	Tree Grates
	12	12												Misc. Paver Repair	Paver Repair
Add 300SqFt misc paver	300	300												Misc. Paver Repair	Paver Repair
				1										Replace 1 bench	Benches
Remove, Patch curb/pavers	30	30							4					Replace trench cover	Utility Access / Paver



											1			Replace trash can	Trash Cans
Add 300SqFt misc paver	300	300												Paver repair	Paver Repair
	4	4												Paver repair	Paver Repair
6x6 Not Changing							1							Adjust tree grates) Typical of 8-Replace on broken 1/4	Tree Grates
											1			Replace trash can	Trash Cans
	200	200												Infill around tree grates) Typical of 8	Paver Repair
1000SqFt	1,000	1,000												Potential paver repair, Coordinate with BSU	Paver Repair



												3		Replace all 3 bollards (both sides of crosswalk)	Bollards
	16	16												Misc. paver repair	Paver Repair
						8								Replace 8) 4x4 tree grates	Tree Grates
Add 300SqFt Misc Pavers	300	300												Misc. paver repair	Paver Repair
				1										Replace 1 bench	Benches



Salvaged racks from 8th??	30	30	3												Demo bike rack only 3 single loops will fit(3 is painted from walk thru)	Bike Racks
Salvaged racks from 8th??	30	30	3												Demo bike rack only 3 single loops will fit(3 is painted from walk thru)	Bike Racks
	20	20								2					Replace 2) S40 boxes	Paver Repair
1 wing of 2?	25	25							80						Replace pavers with concrete at parking garage exit	Paver Repair
Add 400SqFt Misc Paver	300	300													Misc. paver repair	Paver Repair
	10	10													Paver repair at curb	Paver Repair
												4			Replace all 4 bollards (both sides of crosswalk) 1 of 4	Bollards



Talk with Tom M CoB	30	30								1				Replace electrical box lid	Utility Box
Get square lid from Suez	12	12			1									Water meter lid and pavers	Utility Access / Paver
3 complete 7/27						6								Replace 6) 4x4 tree grates	Tree Grates
Add 300SqFt misc paver	300	300				1								Misc Paver Repair	Paver Repair
	12	12								1				Replace J-box	Tree Grates
Demo labor					4				6lf					Demo/Replace top 6" DI, add new frame and grate	Curb/Repair
	30	30												Replace pavers and Drain Inlet	Paver Repair
				1										Replace 1 bench	Benches



						4								Replace 4) 4x4 tree grates	Tree Grates
	50	50												Reset pavers at light pole	Paver Repair
				1										Replace one bench	Benches
	50	50												Reset pavers at parking garage approach	Paver Repair
Confirmed	100	100												Reset pavers around tree grate and planter	Paver Repair
500 Total SqFt of repiar	100	100												Reset pavers around tree grate and curb	Paver Repair
For this block	100	100												Reset pavers at curb	Paver Repair



FRONT STREET

MAIN STREET

CAPITOL BOULEVARD

	50	50												Misc. paver repair at street	Paver Repair
						5								Replace 5) tree grates	Tree Grates
	50	50												Misc. paver repair near tree grates	Paver Repair
	50	50												Misc. paver repair at water	Utility Access / Paver
	50	50												Misc. repair at light pole	Paver Repair
Confirmed	300	300												Misc. paver repair	Paver Repair
520 Total SqFt of repair	10	10								1				Paver repair at access box	Utility Access / Paver
For this block	10	10												Misc. paver repair	Paver Repair



FRONT STREET

CAPITOL BOULEVARD

GROVE STREET

						7								Replace 7) 4x4 tree grates	Tree Grates
	15	15	1											Add 1 bike rack	Bike Racks
				1										Replace 1 bench	Benches
Demo labor	15	15	1											Demo 1 replace with 1 single loop bike rack	Bike Racks
Confirmed	50	50												Misc. paver repair near tree grate	Paver Repair
180 Total SqFt of repair	50	50												Misc. paver repair at Grove Hotel approach	Paver Repair
For this block	50	50												Misc. paver repair at curb	Paver Repair



				1										Replace bench	Benches
	25	25												Concrete and utility box - reset uneven bricks	Utility Access / Paver
						9								Replace 9) tree grates	Tree Grates
Get from Tom M CoB					1									Replace high mast light pole base trim	Misc
Add 200SqFt misc paver	200	200												Misc paver repair	Tree Grates
Demo labor	60	60	4											Demo 2, add 4 single loop bike racks, locations painted in white	Bike Racks



See Description/round custom					1								Replace 3) 4' round custom grates, too much root conflict	Tree Grates
Work has been completed									40				Concrete repair on alley approach 40 SF	Concrete Repair



4 need modified, added cost						8								Replace 8) 4x4 tree grates	Tree Grates
Add 250SqFt misc paver	250	250												Misc paver repair	Paver repair
Demo labor	60	60	4											Demo 1 add 4 single loop bike racks, locations painted in white	Bike Racks
Remove GMP 3														Demo loading zone - Add 40 LF of curb and infill loading zone with pavers	Demo and Paver Infill
Cut cap/ demo labor	9	9				1								Repair/remove ground hydrant	Demo and Paver Infill



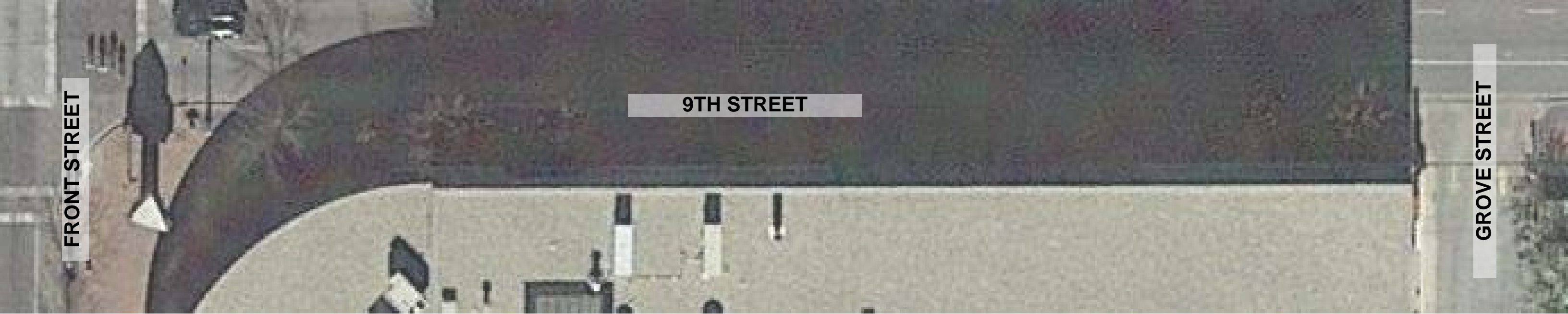
Demo labor	75	75	5											Demo 2, add 5 single loop bike racks, locations painted in white	Bike Racks
ID-P Vault-Repair Deleted														Repair 30 SF of approach	Concrete
Add 200SqFt misc paver	200	200												Misc. paver repair	Paver Repair
							1							Adjust 7) 6x6 tree grates, Replace 1 set	Tree Grates



						5								Replace 5) tree grates	Paver Repair
Add 300SqFt Misc paver	300	300												Misc. paver repair	Paver Repair
Remove GMP 3														Loading zone infill. Infill 400 SF of pavers and 40 LF of curb	Demo and Paver Infill
Cut cap/ Demo Labor	10	10												Demo ground hydrant, infill with pavers	Demo, Paver Infill



Status/Eliminate/Allowance?														Potential future bike racks - verify w/ property owner	Bike Racks
Tighten bolts, bench looks gd														Bench Repair	Benches
Confirmed	25	25												Misc. paver repair	Paver Repair
75SqFt total repair	50	50												Misc. paver repair	Paver Repair
20SqFt needs repaired					1									Thermoplastic marking across 9th St. pedestrian crossing	Thermoplastic



Cut cap/Demo labor	9	9													Demo floor hydrant and infill with pavers	Demo and Paver Infill
Add 350 SqFt misc paver	350	350													Misc. paver Repair, mostly at curb	Paver Repair
4 need modified, added cost						7									Replace 7) 4x4 tree grates	Tree Grates
Need location	50	50	3												Add 3 single loop bike racks	Bike Racks

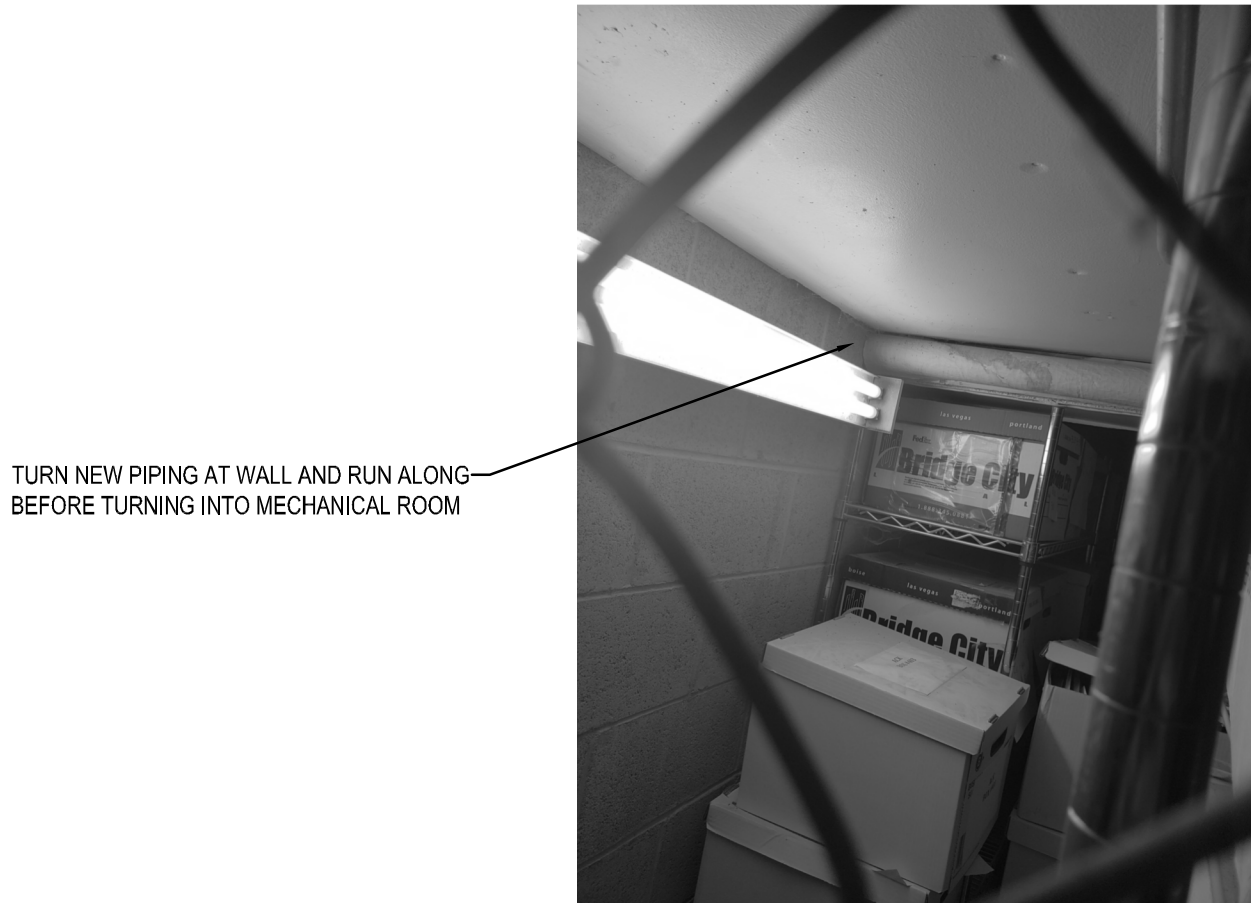
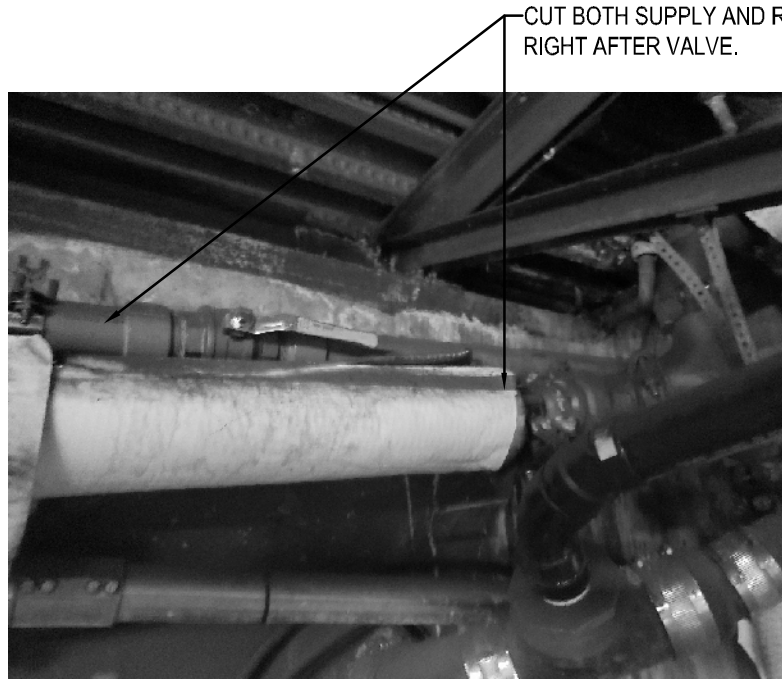
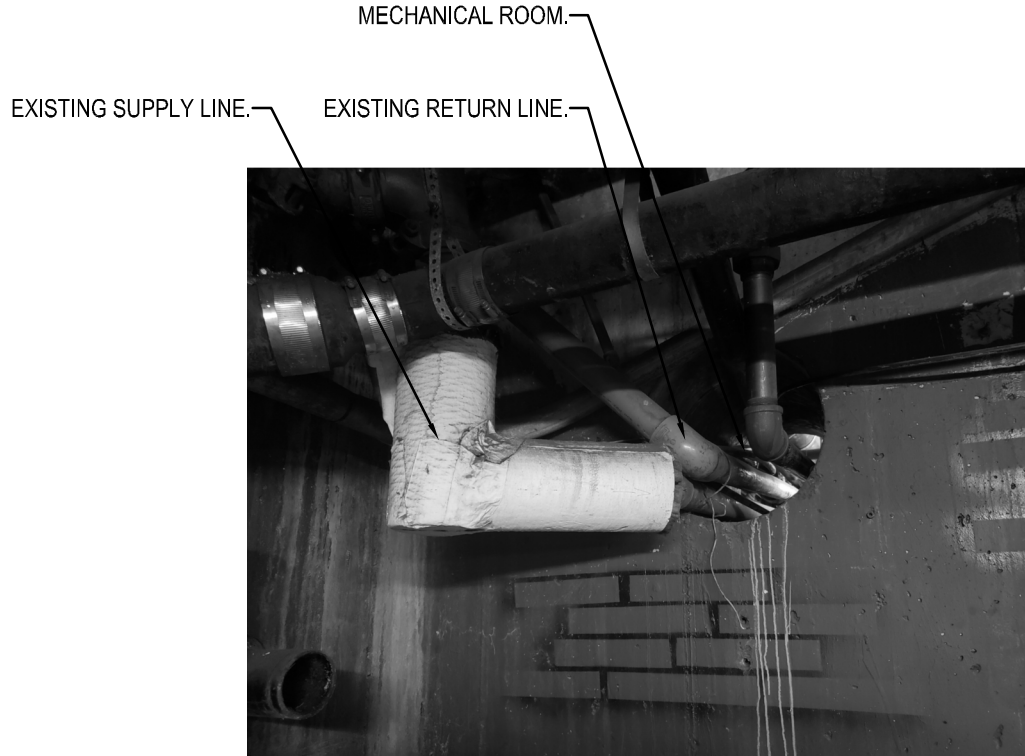


Where is 3rd bench?				3										Replace 3 benches	Benches
Demo labor	30	30	2											Demo 1 add 2 single loop bike racks, location painted in white	Bike Racks
											1			Replace 1 trash can	Trash Cans
Add 200SqFt misc paver	200	200												Misc. paver repair at corner	Paver Repair



UNION BLOCK GEOTHERMAL

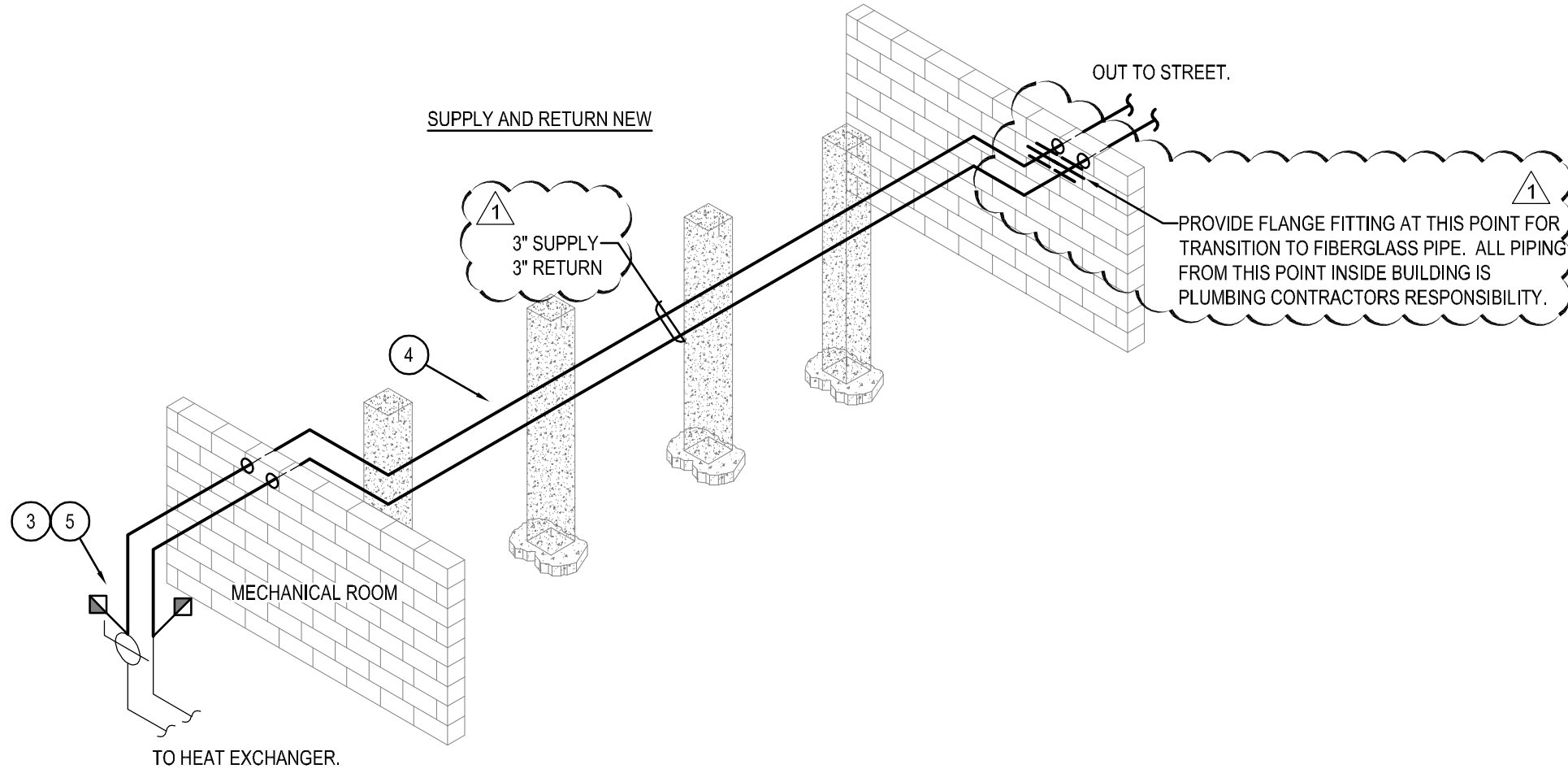
CITY OF BOISE



KEYED NOTES:

SYMBOL USED FOR NOTE CALLOUT.

1. CUT AND CAP EXISTING GEOTHERMAL SUPPLY PIPE DIRECTLY AFTER EXISTING ISOLATION VALVE. EXISTING SUPPLY PIPE LOCATED PAST ISOLATION VALVE SHALL REMAIN IN PLACE AND BE LABELED AS "DISCONNECTED".
2. CONTRACTOR SHALL CUT EXISTING GEOTHERMAL RETURN PIPE DIRECTLY AFTER EXISTING ISOLATION VALVE. ROUTE NEW GEOTHERMAL RETURN LINE BACK TO STREET ALONGSIDE EXISTING SUPPLY LINE AS INDICATED ON THE ABOVE PHOTOS. NEW GEOTHERMAL RETURN PIPING IS NOT TO BE INSULATED. COORDINATE EXACT LOCATION OF RETURN PIPE WALL PENETRATION WITH CITY.
3. CONNECT NEW PIPING TO EXISTING PRIOR TO ISOLATION VALVE.
4. ROUTE NEW GEOTHERMAL SUPPLY AND RETURN PIPING SUSPENDED FROM CEILING STRUCTURE NEAR COLUMNS AS INDICATED ON PLAN. CONFIRM ALL FINAL PIPING ROUTES AND ELEVATION REQUIREMENTS WITH OWNER. CONTRACTOR SHALL SECURE PIPING SUPPORTS TO FLOOR JOISTS AS WELL AS COLUMNS IN ORDER TO DISTRIBUTE PIPE WEIGHT AS MUCH AS POSSIBLE.
5. DISCONNECT THE BUILDING'S HEAT EXCHANGER PIPE FROM THE EXISTING GEOTHERMAL PIPING ROUTED ABOVE CEILING IN THIS AREA. IDENTIFY THE PIPE AS "DISCONNECTED".



1 8TH AND BANNOCK GEOTHERMAL PIPING SCHEMATIC
SCALE: NOT TO SCALE

2 8TH AND IDAHO GEOTHERMAL PIPING SCHEMATIC
SCALE: NOT TO SCALE

NO.	REVISIONS	DATE

MUSGROVE
ENGINEERING, P.A.
234 S. Whisperwood Way
Boise, Idaho 83709
208.384.0585
musgrovepa.com
OVER 35 YEARS OF EXCELLENCE

UNION BLOCK
GEOTHERMAL
BOISE, ID

PROJECT	18-147
DRAWN	APH
CHECKED	WAC
DATE	18-06-01
SCALE	NOT TO SCALE
SHEET	M1.0

GENERAL NOTES

1. ALL ELEVATIONS ARE BASED ON NAVD 88 DATUM.
2. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE 2017 EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC). THE SUPPLEMENTARY CONDITIONS AND THE CITY OF BOISE STANDARD REVISIONS.
3. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY, AND ARE BASED UPON INFORMATION RECEIVED FROM THOSE UTILITY COMPANIES WHO RESPONDED TO OUR UTILITY LOCATION REQUESTS. ALL UTILITIES MAY NOT BE SHOWN. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT DIGLINE AT 811 A MINIMUM OF 48 HOURS PRIOR TO BEGINNING CONSTRUCTION. IF THE CONTRACTOR ENCOUNTERS UTILITIES THAT ARE NOT SHOWN ON THE PLANS. HE SHALL BE RESPONSIBLE TO PROTECT AND PRESERVE THOSE UTILITIES, AT NO ADDITIONAL COST TO THE OWNER.
4. UNLESS OTHERWISE NOTED, RETAIN AND PROTECT ALL EXISTING STRUCTURES, PAVEMENT, CURBING, LANDSCAPING AND UTILITIES, ETC.
5. ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES AND CONTROL OF TRAFFIC WITHIN AND AROUND THE CONSTRUCTION AREA.

INDEX TO DRAWINGS

1. GENERAL NOTES, STANDARD SYMBOLS, VICINITY MAP, LOCALITY MAP, INDEX TO DRAWINGS.
2. PLAN & PROFILE SHEET – STA. 10+00 TO 12+70 – IDAHO ST.
3. PLAN & PROFILE SHEET – BANNOCK ST.

GEO 205

BANNOCK – CAPITOL & IDAHO

GEO THERMAL PIPE REPLACEMENT

STANDARD SYMBOLS

STANDARD SYMBOLS

STREET OR SURVEY CENTERLINE

EXISTING GEOTHERMAL LINES

PROPOSED GEOTHERMAL LINES

BURIED TELEPHONE LINE, RISER, MANHOLE

WATER LINE, METER, VALVE

GAS LINE, VALVE

UNITED CABLE TELEVISION LINE

BURIED POWER LINE, TRANSFORMER

RIGHT-OF-WAY LINE

PROPERTY LINE

FENCE LINE, GATE

CONCRETE SIDEWALK, CURB

EDGE PAVEMENT

EDGE GRAVEL

OPEN DITCH

ASPH. DWY. CONC. DWY. GRAV. DWY.

FIRE HYDRANT, MAIL BOX

BENCH MARK, BRASS CAP

MONUMENT, FOUND

MONUMENT OF RECORD

TELEPHONE POLE, LIGHT POLE

POWER POLE, GUY WIRE

EXISTING STORM DRAIN, MANHOLE, DROP INLET

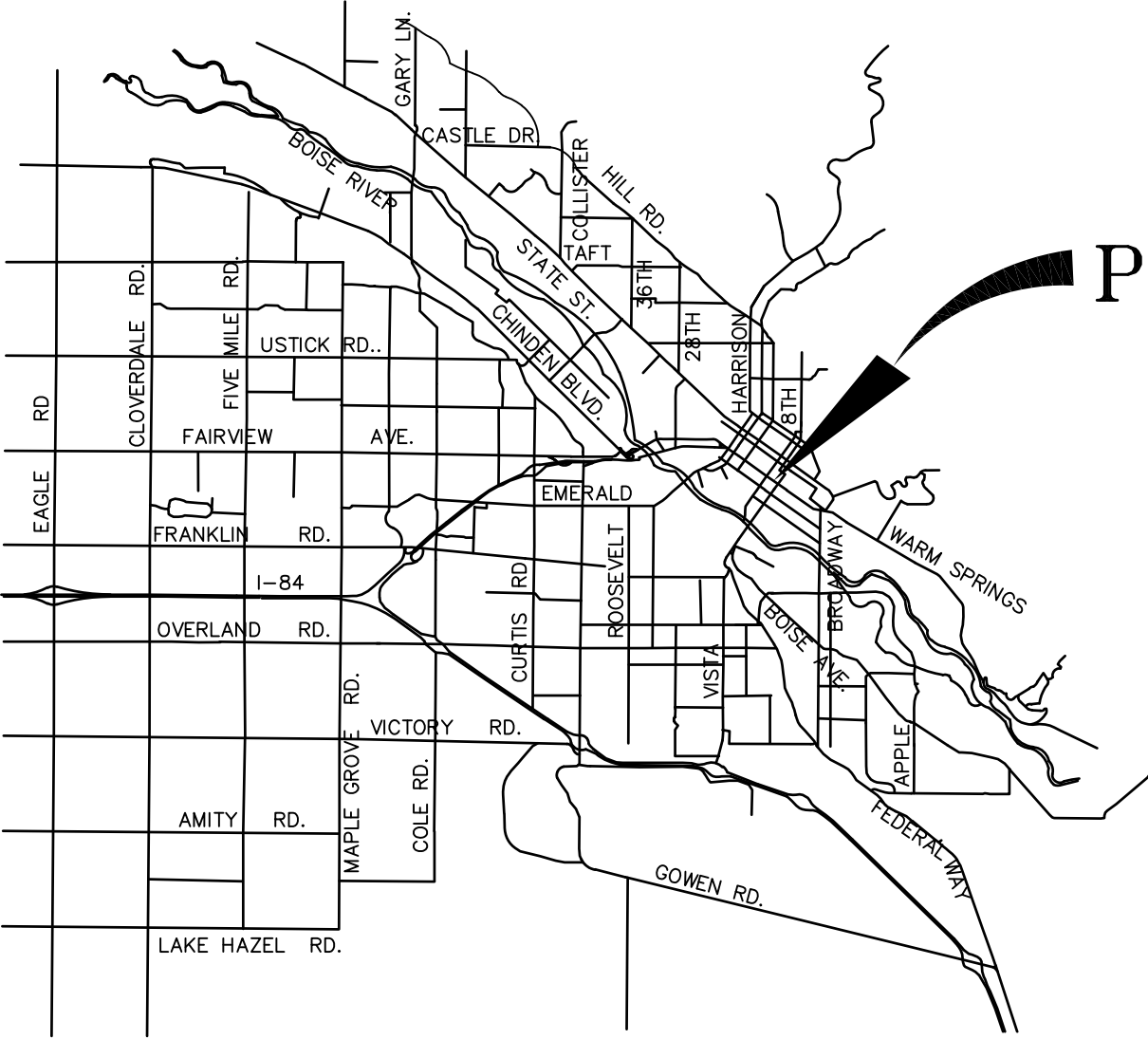
EXISTING IRRIGATION DRAIN

EXISTING BUILDING, PROPOSED BUILDING

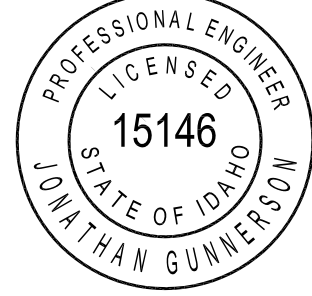
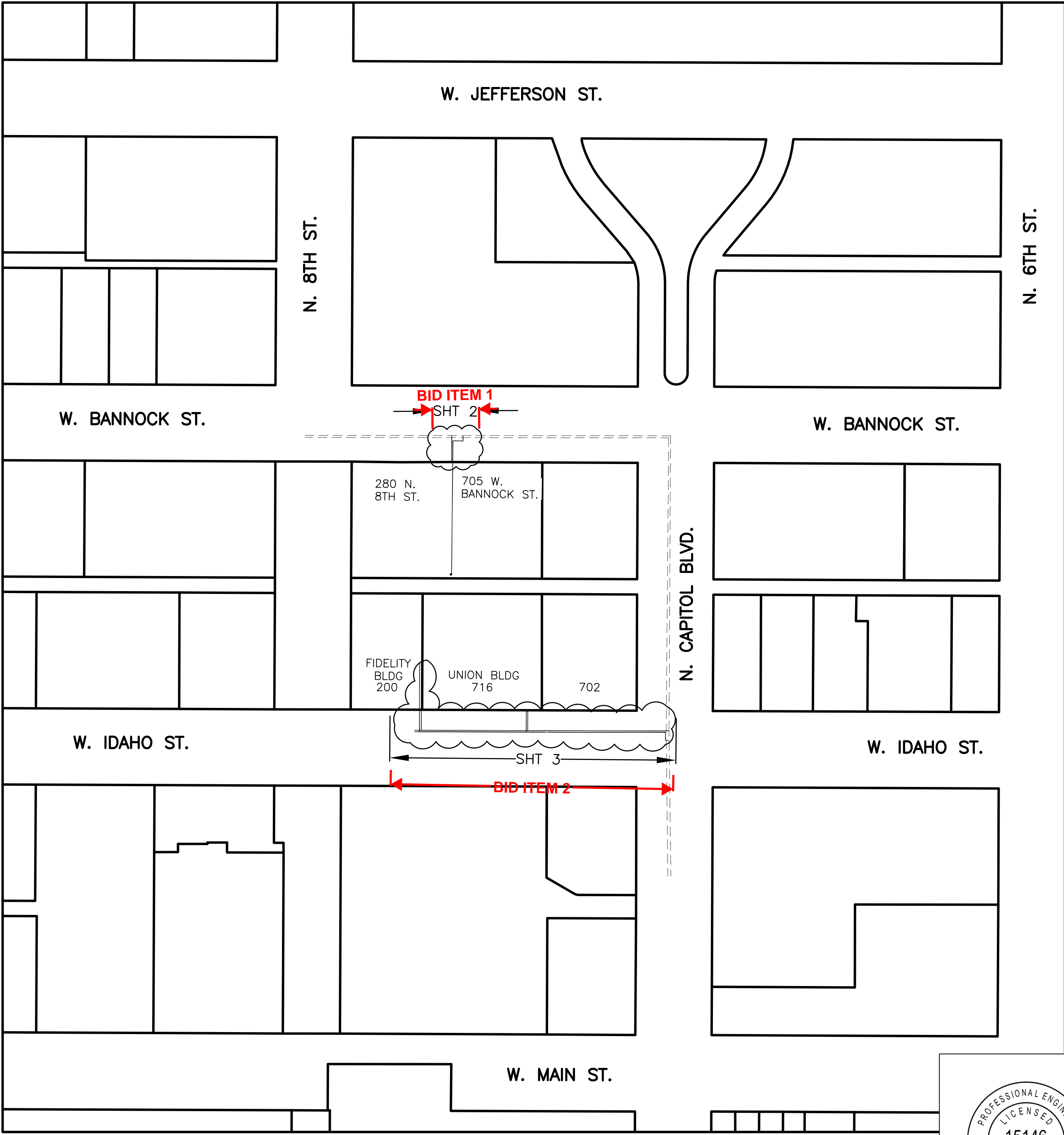
TREES, SHRUBS


HEDGE


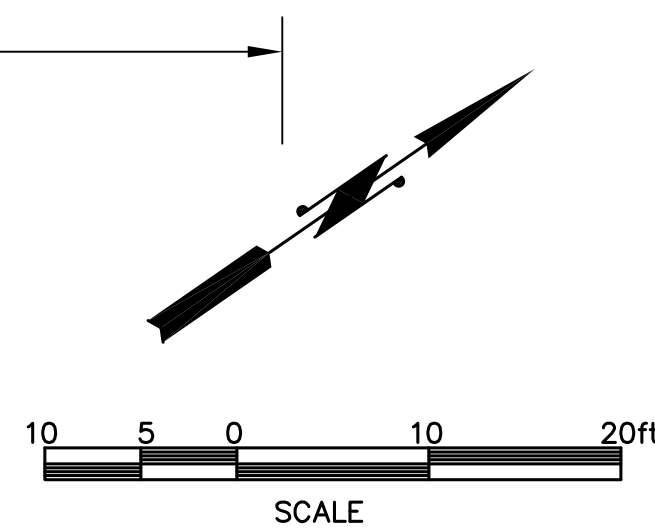
BRICKSIDE WALK HATCH




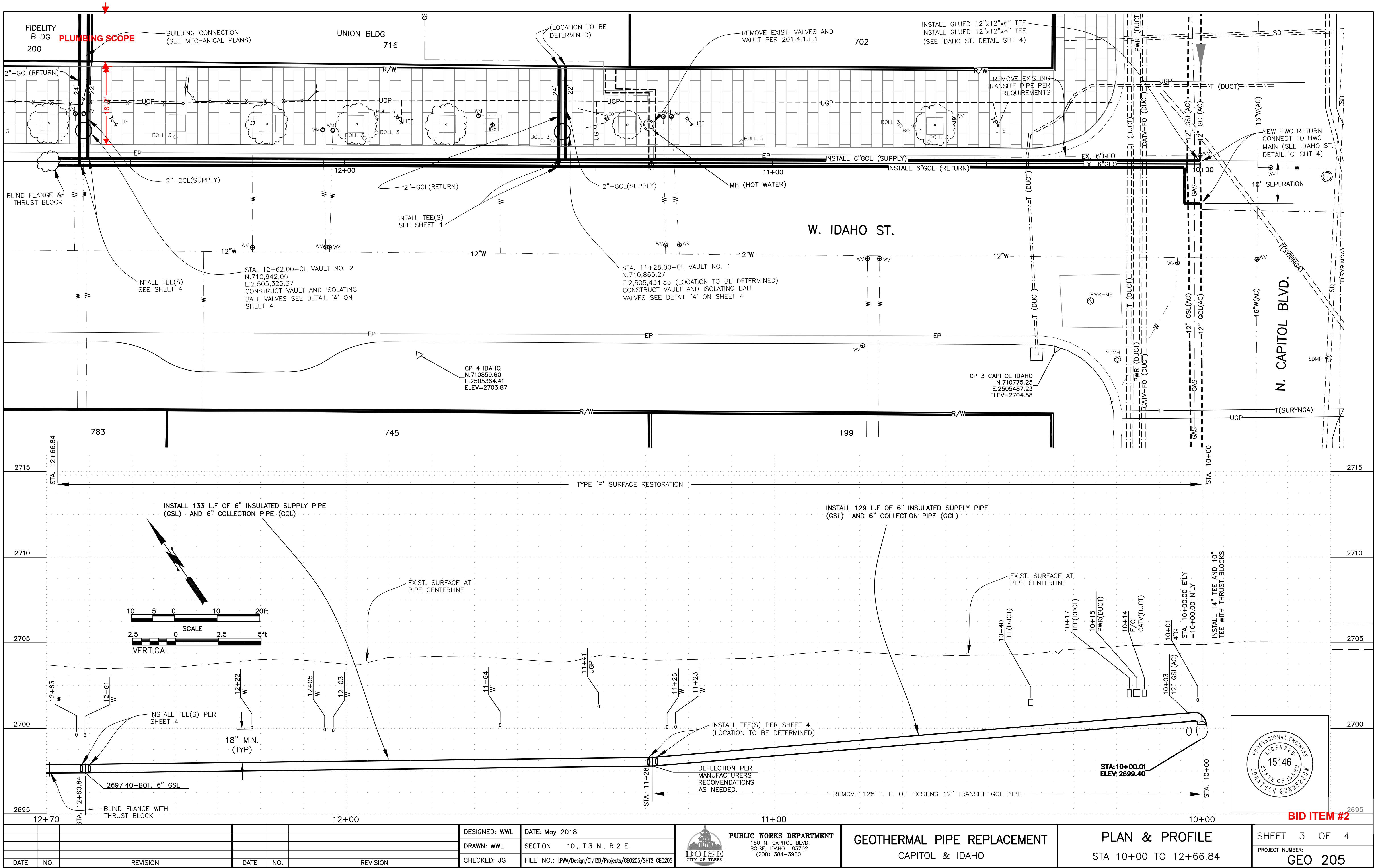
PROJECT AREA



						DESIGNED: WWL	DATE: May 2018	 <div>PUBLIC WORKS DEPARTMENT 150 N. CAPITOL BLVD. BOISE, IDAHO 83702 (208) 384-3900</div>	GEO THERMAL PIPE REPLACEMENT	BANNOCK CAPITOL IDAHO	TITLE SHEET	SHEET 1 OF 4
						DRAWN: WWL	SECTION 10,11 T.3 N., R.2 E.					PROJECT NUMBER:
						CHECKED: JG	FILE NO.: I/PWA/Design/Civil3D/Projects/GEO205/SHT2 GEO205					GEO 205
DATE	NO.	REVISION	DATE	NO.	REVISION							

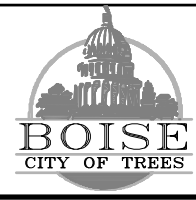


						DESIGNED: WWL	DATE: May 2018	 PUBLIC WORKS DEPARTMENT 150 N. CAPITOL BLVD. BOISE, IDAHO 83702 (208) 384-3900	GEOHERMAL PIPE REPLACEMENT BANNOCK	PLAN STA 0+00 TO 0+00	SHEET 2 OF 4
						DRAWN: WWL	SECTION 10, T.3 N., R.2 E.				PROJECT NUMBER:
DATE	NO.	REVISION	DATE	NO.	REVISION	CHECKED: JG	FILE NO.: hPWA/Design/Civil3D/Projects/GE0205/SH72 GE0205				GEO 205



DATE	NO.	REVISION	DATE	NO.	REVISION

DESIGNED: WWL	DATE: May 2018
DRAWN: WWL	SECTION 10, T.3 N., R.2 E.
CHECKED: JG	FILE NO.: I:\PWA\Design\Civil3D\Projects\GEO205\SH2 GEO205

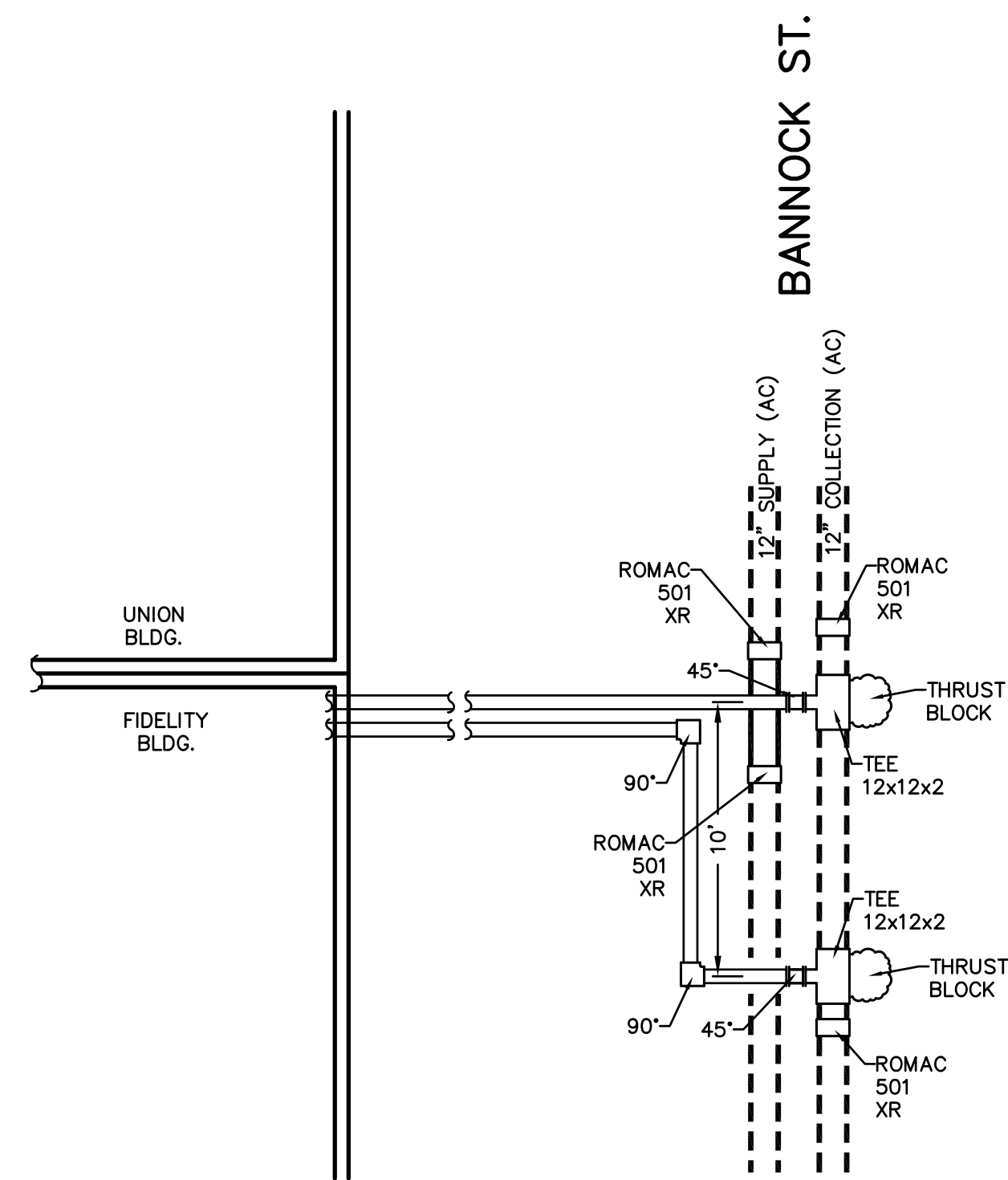


PUBLIC WORKS DEPARTMENT
150 N. CAPITOL BLVD.
BOISE, IDAHO 83702
(208) 384-3900

GEOTHERMAL PIPE REPLACEMENT
CAPITOL & IDAHO

PLAN & PROFILE
STA 10+00 TO 12+66.84

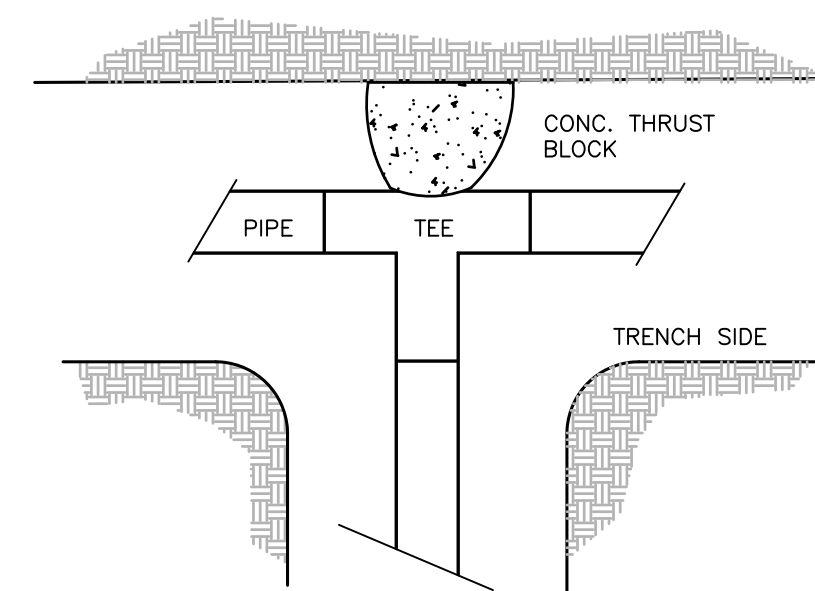
SHEET 3 OF 4
PROJECT NUMBER:
GEO 205



DETAIL 'B' - BANNOCK ST.
NTS

BID ITEM #1

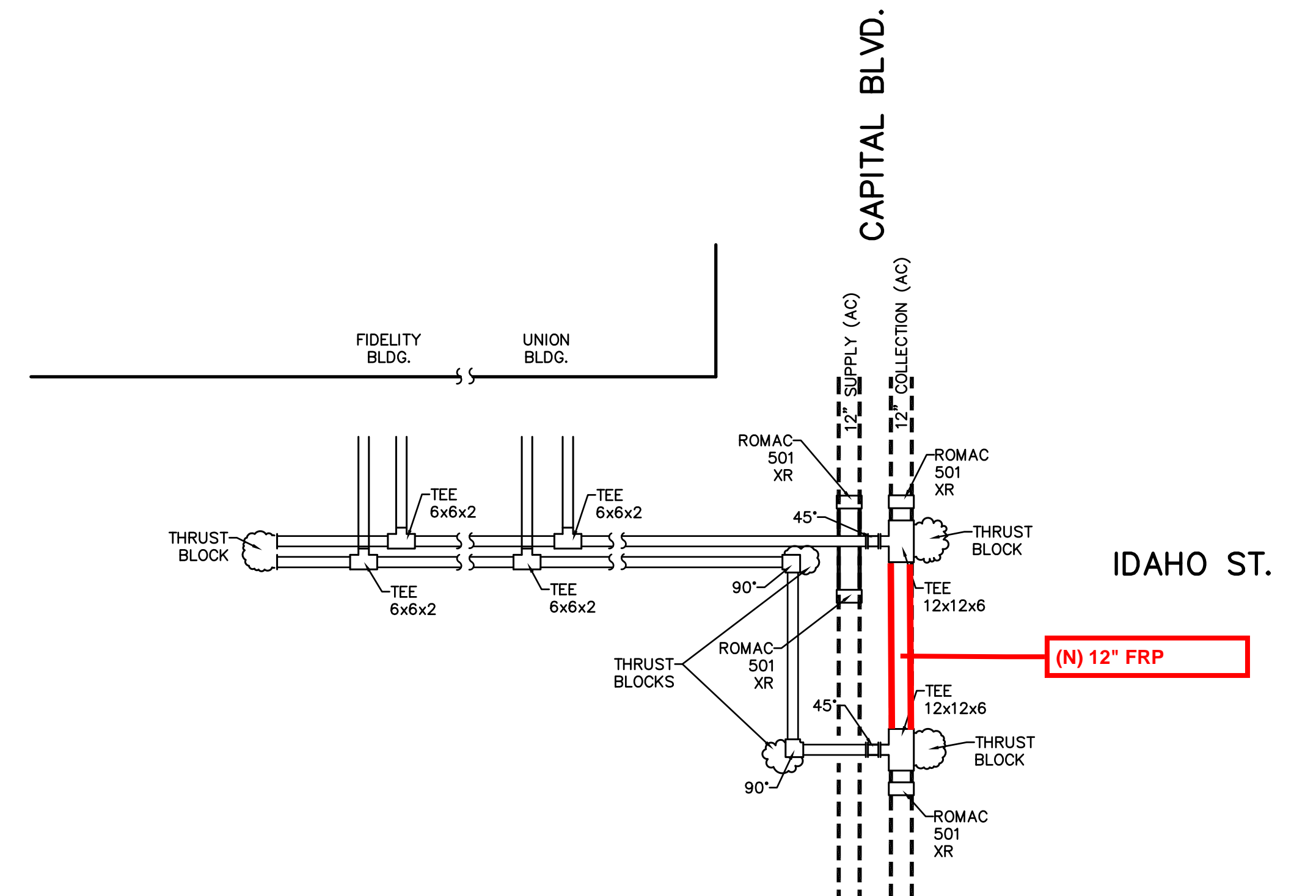
THRUST BLOCK TEES	
PIPE SIZE (IN)	BEARING AREA REQ'D
12"	12.7
6"	3.2



TYPICAL THRUST BLOCK/
TEE DETAIL
NTS

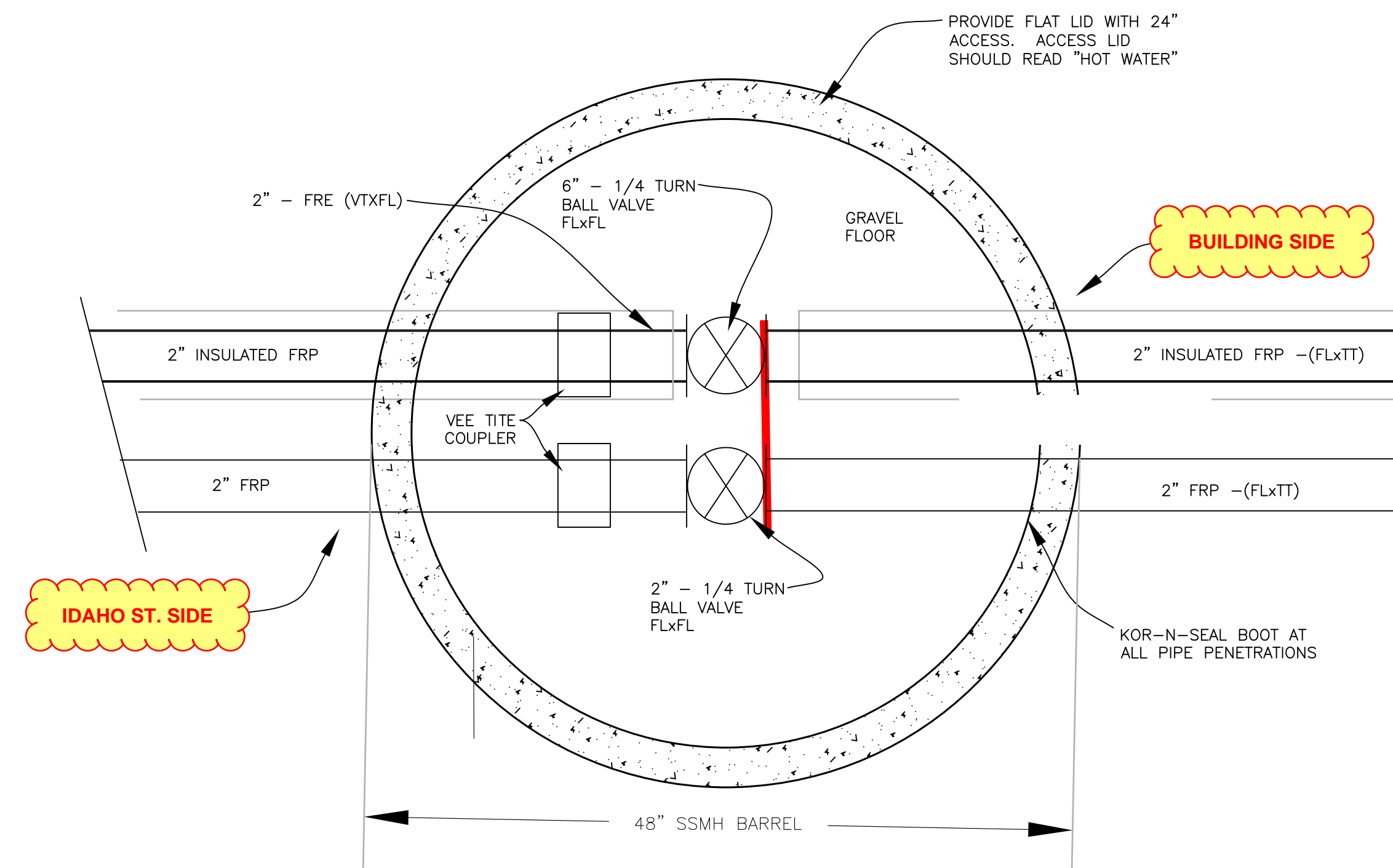
NOTES:

- THRUST BLOCKS MUST PROVIDE 400 PSI CONCRETE POURED AGAINST UNDISTURBED EARTH.
- THRUST BLOCK DEPTH TO BE A MINIMUM OF 12" FOR PIPE SIZES 3"-8" AND 18" FOR PIPE SIZES 10"-18" OR THE SQUARE ROOT OF THE REQUIRED BEARING AREA, WHICHEVER IS GREATER.
- ENSURE VEE-TITE COUPLERS ARE NOT ENCASED IN THRUST BLOCK FOR PIPE SIZES 12" OR SMALLER. PROVIDE EXTENDED BEND LEG IF NECESSARY.
- THRUST BLOCKS SHALL BE INSTALLED AT ALL BENDS.

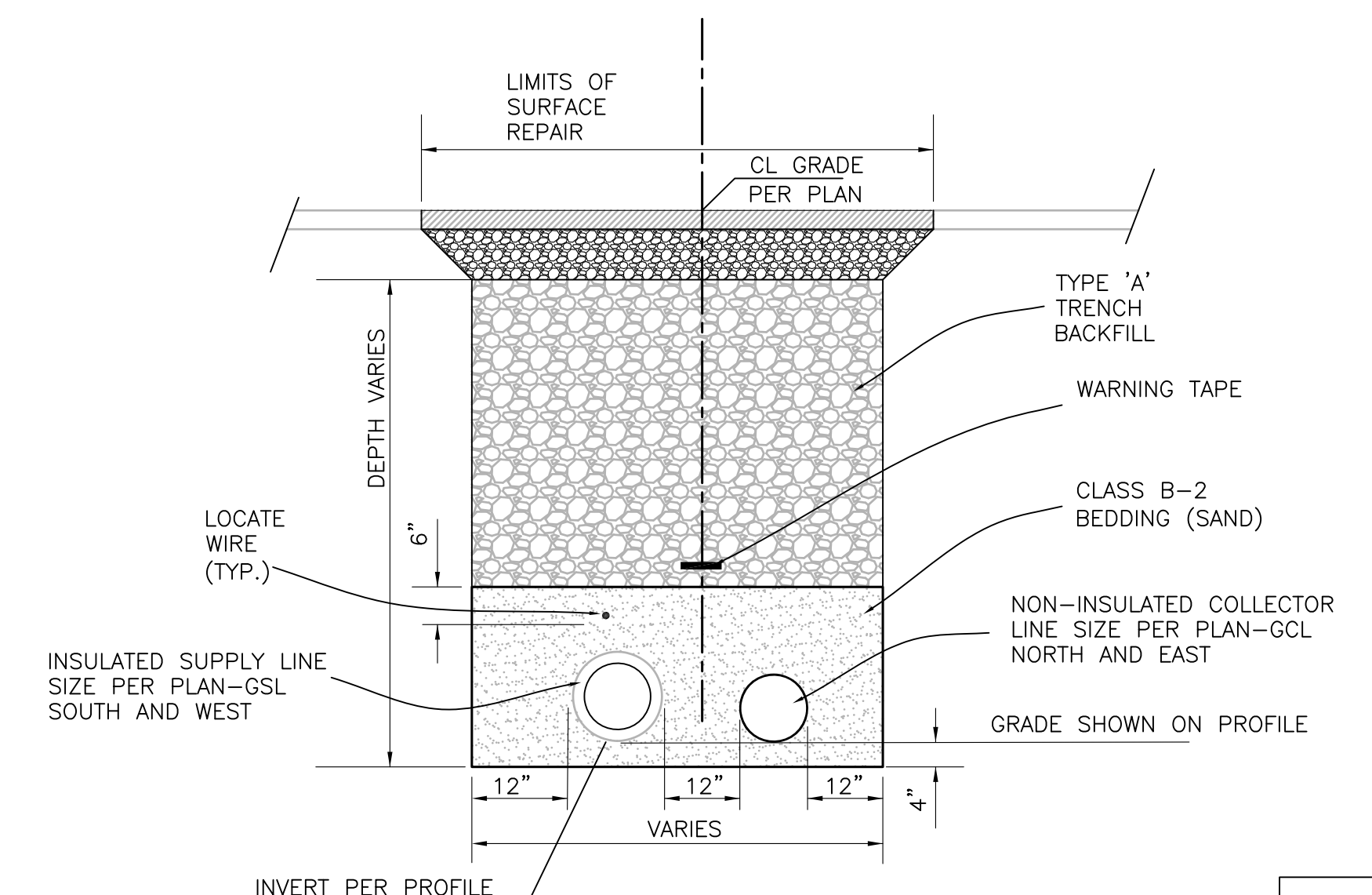


DETAIL 'C' - IDAHO ST.
AND CAPITOL BLVD.
NTS

BID ITEM #2



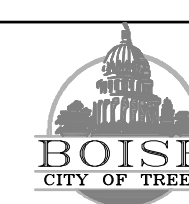
VAULT/VALVE
DETAIL 'A' - PLAN
VIEW



TYPICAL TRENCH
SECTION
NTS

DATE	NO.	REVISION	DATE	NO.	REVISION

DESIGNED: WWL	DATE: May 2018
DRAWN: WWL	SECTION 10, T.3 N., R.2 E.
CHECKED: JG	FILE NO.: I:PWA/Design/Civil3D/Projects/GE0205/SH12 GE0205



PUBLIC WORKS DEPARTMENT
150 N. CAPITOL BLVD.
BOISE, IDAHO 83702
(208) 384-3900

GEOTHERMAL PIPE REPLACEMENT
IDAHO ST.

DETAILS & SECTIONS

SHEET 4 OF 4
PROJECT NUMBER:
GEO 205



CITY OF BOISE
ADA COUNTY, IDAHO

GEO 205
Union Block Geothermal Realignment

SUPPLEMENTAL SPECIFICATIONS
&
SPECIAL PROVISIONS

CITY OF BOISE
GEO 205
Union Block Geothermal Realignment

REVISIONS TO THE STANDARD SPECIFICATIONS (ISPWC 2017 EDITION)
AND
SPECIAL PROVISIONS

GENERAL PROJECT INFORMATION, SCHEDULE, AND COORDINATION

- A. Coordinate all work activities with the Owner, City of Boise Department of Public Works, Jon Gunnerson (208) 608-7173 (Owner). The Owner will provide all construction inspection. Twenty-four (24) hours minimum notification to Owner-assigned inspection staff is required.
- B. The project generally consists of the following: approximately 260 lineal feet (LF) of 6-inch insulated, and 6-inch non-insulated, geothermal water supply and collection pipelines, valve vaults, surface restoration and related work. The majority of the pipeline will be installed in Idaho Street between Capitol Boulevard and 8th Streets. This project will also replace the service connections in the Capital and Idaho Street intersection and on Bannock Street.
- C. All Fiberglass Reinforced Pipe (FRP) will be provided by the Owner/City. All bedding, couplers, valves, vaults, interior piping, pipe hangers, and related materials are the responsibility of the contractor.
- D. Existing pipeline material is believed to be Asbestos Concrete. All exposed asbestos cement pipe shall be removed, handled and disposed of in a manner conforming to the requirements of all local, state, and federal agencies. Waste Shipment Records must be provided to the Owner (Appendix B). ✓
- E. All work within right-of-way shall be subject to final acceptance by the Owner and Ada County Highway District. All pipeline work located on private property shall be coordinated with the property owner. Contractor shall provide signed Property Owner Release Form (Appendix A) ✓
- F. Public Works will provide special inspections. Coordinate special inspections with Public Works Inspector. Contact Materials Testing and Inspection (208-376-4748) to perform all special inspections. Contractor will be responsible for any re-testing, as a result of a failed inspection. Coordinate all required inspections in right-of-way with ACHD.
- G. Public Works / Owner will be responsible for coordinating and making any special accommodations to ensure any buildings with disrupted service can meet their heating requirements/needs.
- H. All work shall conform to the requirements of the current edition of the Idaho Standards for Public Works Construction (ISPWC), Ada County Highway District (ACHD) Supplemental Specifications to the ISPWC, Idaho Transportation Department Standards, Boise City Standard Revisions to the ISPWC, and all applicable agency permitting requirements. In addition, all work shall conform to these revisions to the Standard Specifications and Special Provisions. In the case of conflict, the more stringent requirements shall be adhered to.
- I. If sidewalks or crosswalks are within the work zone and require closure, a temporary route shall be maintained and signed in accordance with the approved traffic control plan. All contractors working within the project boundaries are responsible for compliance with all applicable safety laws of any jurisdictional body. The Contractor shall be responsible for all barricades, safety devices, and control of traffic within and around the construction area. Temporary construction safety fencing and all other work associated with these work restrictions shall be incidental to the project.

- J. It is anticipated that construction of this project will result in total land disturbance of less than one (1) acre; therefore, an EPA General Construction Permit, a Storm Water Pollution Prevention Plan (SWPP), and a Notice of Intent (NOI) will not be required. If the Contractor's means and methods of construction will cause a disturbed area exceeding one acre, the Contractor will be responsible for meeting the additional requirements of the Federal Construction General Permit. All local sediment control requirements must still be met. Preparation shall include all utility relocations necessary to complete the project as the utility companies will operate under the Contractor's EPA Construction and SWPP Plan.
- K. It is not anticipated groundwater will be encountered during this project. However, if groundwater is encountered on this project a short term discharge exemption shall be obtained through the Idaho Department of Environmental Quality (DEQ). All groundwater and dewatering activity shall be discharged into the sanitary sewer. No groundwater shall be discharged into the storm drainage system, at any point, for any time, for this project. Contractor is required to pre-treat groundwater for turbidity prior to discharging into the sanitary sewer. Utilization of a fracture tank, or equivalent, is required to limit suspended solids to a maximum level of 250 NTU. Prior to dewatering activity, contractor must submit a dewatering plan to City of Boise Public Works for review.

It is anticipated that existing geothermal pipelines will need drained. Draining of geothermal water can be discharged into the sanitary sewer system at a rate of 150 GPM or less. Sanitary sewer manholes will be identified as approved for geothermal discharge. Geothermal water shall be clean and conform to the same requirements as groundwater discharge.

- L. The Owner has not secured staging areas. If the Contractor chooses to procure construction staging, an Erosion Control and Stabilization Plan for the staging areas shall be submitted to the City Planning and Development Services/Stormwater Department for approval prior to utilizing that property. All costs associated with staging areas are incidental to the project. The Contractor must obtain a release letter from the property owner and submit to the Owner prior to final payment.
- M. This work shall be completed to minimize disruption of utility services and traffic. Traffic control must be in-place prior to construction. The Contractor shall contact ACHD construction Division at 387-6280 after the "notice to proceed" date is established and prior to the preconstruction conference. Temporary surface restoration shall be maintained as required by ACHD until final surfacing is completed. Final surfacing shall be completed as specified in Section 307. Coordinate all work with affected property owners and agencies.
- N. The Contractor shall not operate geothermal valves, mechanical or electrical controls, isolate system, or otherwise affect operation of geothermal system without explicit approval of the Owner.
- O. In the event contaminated soils are discovered, the soils shall not be spoiled above ground at the project site. Any contaminated soils shall be disposed of per DEQ and EPA requirements. Any above ground spill shall be cleaned in accordance with DEQ and EPA requirements immediately.
- P. All fences, irrigation facilities, utility services, landscaping, and other miscellaneous facilities, removed or altered during construction shall be replaced in-kind or restored to their pre-existent condition prior to final completion. This work shall be incidental to the contract, and no payment will be made unless item(s) are specifically listed on the Bid Form.
- Q. In the event these specifications or special provisions conflict with any requirement, condition or provision of State or Federal agency permits, the State or Federal agency permit requirement, condition or provision shall prevail.

SECTION 205 – DEWATERING

PART 1 - GENERAL

Amend Part 1.1 to include the following:

- C. All groundwater and dewatering activity shall be discharged into the sanitary sewer. No groundwater shall be discharged into the storm drain, at any point, for any time, for this project. Contractor is required to pre-treat groundwater for turbidity prior to discharging into the sanitary sewer. Utilization of a fracture tank, or equivalent, is required to limit suspended solids to a maximum of 250 NTU. Prior to dewatering activity, Contractor must submit a dewatering plan to Owner for review.

Amend Part 1.3 to include the following:

- B. Idaho Department of Environmental Quality (DEQ), Water Quality Standards, and Special Provisions relating to this Work.

Amend Part 1.4 to include the following:

- A. Submit to the Owner and DEQ a dewatering plan including a SWPPP plan and a statement of the method, installation and details of the dewatering system proposed. The plan shall describe both general site dewatering and trench dewatering as well as disposal, location, schedule, erosion and siltation control. Include a description of a program that will be employed to verify dewatering performance before excavation and continued monitoring protocol during construction.
- B. Prepare contingency plans for equipment or power failure, and unexpected flow conditions.

Amend Part 1 to include the following:

1.5 PERMITS

- A. Submit a short-term activity exemption application and dewatering plan to DEQ.
- B. Dewatering discharge to adjacent canals or drains shall not be allowed. No permits have been secured by the Owner for discharge to surface waters for this project, or any storm drainage systems. The Owner has not secured permission from landowners to discharge onto private property or private drains, canals. The Contractor shall be responsible for securing any necessary permits and approvals based on the dewatering system used.
- C. Coordinate and secure required permits from the proper governing agency.

1.6 PREPARATION

- A. Notify State and Federal agencies prior to initiating the work per IDEQ permit requirements.
- B. Verify dewatering system performance in accordance with Section 205 prior to excavation. Continue dewatering until backfilling is completed.

PART 3 – WORKMANSHIP

Part 3.1 shall be amended to include the following:

- B. Prepare contingency plans for equipment or power failure, and unexpected flow conditions.
- C. Dewatering will be required for construction of the work.
- D. The Contractor shall perform investigations, analysis, evaluations, and design as necessary to determine the soil's ability to dewater, well point spacing and locations, and discharge points.
- E. Prior to excavation or trenching, verify groundwater level is below the minimum intended excavation depth as specified herein.

Amend Part 3.1 to include the following:

- D. At least once per day measure the turbidity of the water being discharged into the sanitary sewer, if levels exceed 250 NTU cease operations and notify the Owner.

Amend to Part 3 to include:

3.5 TRENCH AND STRUCTURE

- A. Dewater and dispose of water into the sanitary sewer system unless otherwise approved by the Owner and governing agencies.
- B. Comply with Idaho Water Quality Standards, latest edition, for discharge of water to surface water.
- C. The Contractor will be responsible for devising a system to achieve the required level of dewatering.
- D. Compact native soil prior to placing bedding for structures according to Section 305.
- E. Prevent softening of the bottom of the excavation and the formation of "quick" conditions or "boils" during excavation. The occurrence of such conditions will require over-excavation and subsequent backfilling to soils meeting the requirements of Section 304 – Type I Bedding or Type II with geotextile wrap and as detailed on the Plans at no additional cost to the Owner.
- F. Draw static water level to at least one foot (1') below the bottom of the excavation to maintain the undisturbed state of the foundation soils.
- G. Additional costs for bottom stabilization, due to inadequate dewatering, will be considered incidental to the work.
- H. Install and operate the dewatering system so that adjacent structures or property are not endangered by the reduction in the groundwater level. Continue to operate the dewatering system to meet the requirements of these specifications until the impacted

area is backfilled and compacted.

I. Control surface runoff to prevent entry or collection of water in excavations.

1. DEWATERING EROSION AND SILTATION CONTROL

A. Comply with all State and Federal requirements, NOI, SWPPP, including (at a minimum):

1. Dewatering discharge water quality and quantity.
2. Dewatering discharge monitoring and sampling daily, weekly, continuous as stipulated in the permits, at any locations required therein.
3. Submit monitoring and sampling report to the appropriate agencies.

B. The Contractor shall be fully responsible for complying with State and Federal water quality requirements. Contractor will devise dewatering system to achieve such requirements. It is anticipated that wells, well point methods, stilling basins, geotextile dams, straw bales, silt fences, or siltation channels may be required to meet performance stipulations of the reference permits. Such temporary facilities may be constructed on-site, and will be required to be removed after completion. Captured sediment must be retained and disposed of at a site furnished by the Contractor. Discharging directly into adjacent surface waters without treatment shall not be permitted.

3.5 PROTECTION

- A. Dewater and dispose of water in a manner, which complies with State and Federal Regulations.
- B. Comply with all requirements for discharge rates, points of discharge, water quality, etc.
- C. Control surface runoff to prevent entry or collection of water in excavations, and to minimize erosion.
- D. Continue dewatering activities until final backfill of trench and structure excavations are complete.

3.6 TERMINATION

- A. Allow groundwater to return to static level after all trench excavations are backfilled and compacted and structure excavations are backfilled and compacted.
- B. Prevent disturbance of the compacted backfill and prevent flotation or movement of installed pipelines.

PART 4 – MEASUREMENT AND PAYMENT

Amend Part 4.1 to include preparation of dewatering and contingency plans as well as other necessary permits, silt fencing, fracture tanks, testing and monitoring, labor, materials, or equipment required to complete this as described.

SECTION 301 – TRENCH EXCAVATION

PART 1 - GENERAL

Amend Part 1.4 to include the following:

- D. Prior to disposal of waste material from the project, the Contractor shall provide a written approval from all property owners/agencies accepting material from the Project and releasing the Owner and Engineer from any responsibility for the material.

Amend Part 1 to include the following:

1.7 PREPARATION

- C. Notify ACHD prior to initiating the work within their right-of-way.
- D. Verify dewatering system performance in accordance with Section 205 prior to excavation. Continue dewatering until backfilling is completed.
- E. Employ temporary erosion and sedimentation control measures per Section 205 – Dewatering.
- F. Erect temporary safety barriers and/or fences to adequately secure the construction area from the remainder of the private property.

PART 3 - WORKMANSHIP

Amend 3.1.D to read:

- D. If the trench bottom is disturbed during excavation, compact to 95% maximum dry density as measured by ASTM D-698 prior to placement of the bedding or foundation stabilization material. Cut out soft areas not capable of insitu compaction. Backfill and compact with Type II material with geotextile wrap for areas with groundwater; otherwise, use Type I material. Compact to density equal to or greater than the requirements of subsequent backfill material. Soft areas of subgrade resulting from a lack of dewatering shall be corrected at no additional cost to the Owner.

Amend Part 3.8 to include the following:

- G. A written release form, Document 00830, is provided in the Appendix A.

Part 3.12.A.3 will be amended requiring the trench to be completely backfilled at the end of each workday, prior to weekends and holidays, and during shutdown periods. The immediate trench area at the pipe terminus shall be covered each night and barricaded. Safety remains the sole responsibility of the Contractor.

Amend Part 3.12.B to include:

- 5. Geothermal pipeline trenches shall conform to the trench details shown on the plans.

PART 4 – MEASUREMENT AND PAYMENT

1. Bid Schedule Payment Reference: 301.4.1.A.1
Bid Schedule Description: Trench Excavation...Linear Foot (LF).

SECTION 303 – EXPLORATORY EXCAVATION

PART 3 – WORKMANSHIP

Part 3.1.A shall be amended requiring the Contractor to perform Exploratory Excavations as required to determine possible utility conflicts.

Amend Part 3.1 to include the following:

- F. “Field Verify” items are considered incidental to the project and will be considered separate from “Exploratory Excavation” items.
- G. Where specifically called for on the Plans, or as directed by the Engineer, the Contractor shall perform Exploratory Excavation to verify locations, sizes and depths of existing utilities and pipe inverts and sizes, as appropriate. No change orders will be granted for any changes resulting from the failure of the Contractor to adequately perform the Exploratory Excavation prior to ordering materials or beginning construction of any portion of the project that may be affected by the results of not adequately locating existing utilities or features. All findings of the Exploratory Excavation shall be reported to the Engineer. All findings of the Exploratory Excavation that may require an alignment or design change shall immediately be brought to the attention of the Engineer, and the Engineer shall be given at least five (5) working days to review the information and make changes as necessary. Unless otherwise directed by the Engineer, the Contractor shall backfill and compact the location where Exploratory Excavation was completed and provide temporary surfacing to an equal or better condition existent prior to the work.
- H. Payment will be at the contract unit price for Exploratory Excavation. The contract unit price shall be considered full compensation to provide all labor, materials and equipment to complete the work to include pavement removal, excavation, backfill, surfacing, and compaction regardless of whether rock is encountered during the excavation. Payment will not be made for all other locations selected by the Contractor for Exploratory Excavation.
- I. Provide 24 hours advance notice to Owner prior to performing Exploratory Excavation.

SECTION 305 – PIPE BEDDING

PART 2 - MATERIALS

Modify Part 2.1.D to require bedding material depth and width placement to conform to the detail on the Plans.

PART 3 - WORKMANSHIP

Amend 3.11.A.4 to require Class B-2 bedding system per Part 3.2 for all geothermal mains as modified per the trench details shown on the Plans.

Amend 3.11.A to include the following:

6. Geothermal mains, laterals, and services: Use Class B-2 bedding system per Part 3.5 for all the geothermal system piping as modified per the trench details shown on the Plans.

- 7.

PART 4 – MEASUREMENT AND PAYMENT

Pipe Bedding: By the linear foot measured on a horizontal basis through and including manholes, tees, fittings and connections.

Bid Schedule Payment Reference: 305.4.1.A.7

Bid Schedule Description: Class B-2 Pipe Bedding

SECTION 306 – TRENCH BACKFILL

PART 1 - GENERAL

Amend Part 1 to include the following:

1.7 COORDINATION

- A. Notify ACHD prior to commencing work within public right-of-way.
- B. Notify the Owner prior to commencing work.

PART 2 - MATERIALS

Amend 2.2.A to also include excavated native clay or silty clay shall not be used as trench backfill material or materials greater than 8".

Amend 2.3.A requiring 6-inch minus uncrushed aggregate conforming to Section 801 with a sand equivalent ≥ 30 .

Amend Part 2 to include the following:

2.5 FOUNDATION MATERIALS

- A. Type I or Type II aggregate with geotextile wrap, if groundwater is present.

2.6 GEOTEXTILE MATERIAL

- A. Nonwoven needle punched continuous filament, ultra-violet radiation resistant, polyester fabric. AMOCO "4506" or equivalent material shall not rot or mildew when placed on the ground and/or water.
- B. New first quality product designed and manufactured specifically for the purpose of this work with the following properties.

	<u>Property</u>	<u>Test Method</u>	<u>Min. Specifications</u>
1.	Thickness	ASTM D5199	65mil
2.	Fabric Weight	ASTM D5261	6 oz/yd ²
3.	Grab Strength (MD/CD)*	ASTM D4632	150/125 lbs
4.	Grab Elongation (MD/CD)*	ASTM D4632	50%
5.	Trapezoid Tear Strength (MD/CD)*	ASTM D4533	65 lbs
6.	Puncture Resistance	ASTM D4833	90 lbs
7.	Mullen Burst	ASTM D3786	350 psi
8.	AOS	ASTM D4751	70-140
9.	Permeability	ASTM D4491	0.31 cm/sec

C. *MD = Machine Direction CD = Cross Machine Direction.

2.7 IMPORTED TRENCH BACKFILL

A. Lean concrete backfill conforming to the proportions shown below for approximately one (1) cubic yard:

- a. 3/8" minus coarse aggregate – 2,600 lbs.
- b. Sand – 800 lbs.
- c. Portland cement – 94 lbs.
- d. Water – 11 gallons

Water content listed above is maximum and may be reduced. Excess water must not be present in mix prior to placement.

PART 3 - WORKMANSHIP

Amend Part 3.1 to include the following:

- F. Provide access to the trench during construction when required by the Engineer for testing and observation of the work.
- G. Verify fill materials to be reused are acceptable.
- H. Notify ACHD and the Owner prior to initiating the work.

Amend Part 3.2 to include the following:

- F. Employ temporary erosion and sedimentation control measures per Section 205 – Dewatering.

Amend Part 3.3.B. to read as:

- 2. Require 95% compaction per AASHTO T 99 from the top of bedding throughout all of the trench backfill to subgrade depth of each respective surface repair section.
- 2. Allow Type A-1 compaction only.
- 3. Contractor shall coordinate with the Owner for compaction testing. The Owner will pay for compaction testing. If a compaction test fails, associated re-testing costs shall be paid by the Contractor. Testing frequency shall be as follows:
 - a. Horizontal Location:
Test at start of trench with subsequent tests a maximum of every two hundred fifty (250) feet. Test a minimum of two locations in trenches less than two hundred fifty (250) feet in length. Street trench backfill shall be tested at a minimum of two (2) locations for each vertical location specified below, or as required by ACHD or the Owner.
 - b. Vertical Location:
At every horizontal location, obtain one test at half the depth of the

trench, one test at the top of the trench, and subsequent test(s) at locations where materials or construction procedures change. Test at additional lift locations as required by ACHD.

Amend Part 3 to include the following:

3.7 BACKFILL SYSTEMS APPLICATION

- A. Type A trench backfill system with Type A-1 Compaction per Part 3.3 shall be utilized for all trench backfills and materials, unless otherwise indicated.

3.8 Amend to include the following:

- A. Lean concrete backfill shall be placed in the trench in a manner to avoid segregation of the mixture.
- B. No compaction, vibration or finishing of the concrete is required.
- C. The lean concrete shall be struck off at the elevation of the bottom of the base course with a square-nosed shovel or similar hand tool.
- D. The lean concrete backfill shall be allowed to set for a minimum of two (2) hours before permanent aggregate and plant mix pavement are placed to complete the trench repair.

SECTION 307 – STREET CUTS AND SURFACE REPAIRS

PART 1 – GENERAL

Amend Part 1.4 to include the following:

- C. Submit Document 00830 – Property Owner Release for associated work, attached in Appendix C.

PART 2 – MATERIALS

All street cuts and surface repairs shall conform to the Project Manual, in addition to ACHD revision to the standard specifications where located in the public rights-of-ways. In the case of conflicting requirements, the more stringent standards shall apply.

Part 2.2.A - Amend to including the following:

Modified Full Width and Type "P-1" Surface Repair: 3/4" Plant Mix Asphalt Class III in accordance with Section 810 of the ISPWC. The asphalt cement performance grade shall be PG 58-28 and shall contain 0.5% of heat-stable anti-stripping agent per ton of asphalt cement added immediately prior to use at the location of the asphalt batch plant. Asphalt tack material shall be a SS-1 emulsified asphalt diluted as specified in accordance with ISPWC Division 800 – Aggregate and Asphalt.

Type "P-2" Asphalt Repair (Parking Lots and Driveways): 1/2" Plant Mix Asphalt Class III in accordance with Section 810 of the ISPWC. The asphalt cement performance grade shall be PG 58-28 and shall contain 0.5% of heat-stable anti-stripping agent per ton of asphalt cement added immediately prior to use at the location of the asphalt batch plant. Asphalt tack material shall be a SS-1 emulsified asphalt diluted as specified in accordance with ISPWC Division 800 – Aggregate and Asphalt.

Part 2.3 - Amend to include the following:

Aggregate base for street restoration shall be Type I in accordance with Section 802.

Aggregate subbase for street restoration shall be 6" minus uncrushed in accordance with Section 801.

PART 3 - WORKMANSHIP

Delete Part 3.1.C.

Amend Part 3.1.D to include the following:

- D. Unless otherwise approved by the Engineer, the following surface restoration timelines shall apply. In all locations, except within paved streets, surface restoration shall be completed within 14 calendar days after the last run of pipe has been tested, and accepted by the Engineer. Surface restoration within paved streets shall be completed within 10 calendar days after the last run of pipe has been tested, and accepted by the Engineer. In cases where inclement weather prevents final Type "P" restoration, temporary surfacing shall be placed as required in Part 3.7. If these surface restoration timelines requirements are not met, the Contractor shall stop pipe-laying operations until such time as these requirements are met.

Amend Part 3.6 to read: Concrete Surface Restoration.

Part 3.8.B and E. Amend to require minimum surfacing thickness shall be as shown on the Plans for each of the designated surfacing types.

Amend Part 3.8.C. Compact base course to 95%, ASTM D-698, surface restorations, or in accordance with the ACHD, whichever is more stringent. All roadway section compaction testing shall be considered incidental to the surface repair pay items.

Part 3.8. Amend to include the following:

- K. All trenches in asphalt pavement shall have crushed aggregate base level with adjacent asphalt pavement, graded smooth, and compacted at the end of each workday, except as otherwise required herein. Temporary patches shall be maintained smooth and free of holes, depressions, or other surface irregularities until the permanent restoration is complete. The Contractor shall provide water for dust control until permanent surface restoration is complete. Placement and subsequent removal of temporary gravel surfacing, maintenance of temporary surfacing, and water for dust control shall be considered incidental with the surface repair Bid Items of Section 307. Temporary patches shall also comply with ACHD's requirements.
- L. Conform to ACHD and Section 810 weather limitations for plant-mix pavement placement. If weather limitations for plant mix asphalt cannot be met during contract time, remove 2" crushed gravel surfacing and replace with 3" depth temporary cold mix asphalt surfacing until acceptable weather conditions. Placement and subsequent removal of temporary gravel surfacing shall be considered incidental with the surface repair Bid Items of Section 307.
- M. All asphalt match lines for pavement repair shall be parallel to the center line of the street and include any area damaged by equipment during trenching operations.

- N. If the cumulative damaged pavement area exceeds 50% of the total road surface, contractor shall replace the entire roadway surface.
- O. Contractor shall replace the pavement surface to ensure; A) match line does not fall within the wheel path of a lane.
- P. Imported material may be required if the native trench materials is deemed unsuitable by ACHD Inspector, or does not meet compaction standards.
- Q. Any exceptions to these rules shall be pre-approved in writing by ACHD staff before construction begins.
- R. Saw cut all edges of pavement removal areas. Saw cut full depth of asphalt pavement.
- S. All transverse joints between surface repair limits and existing asphalt shall be milled in accordance with the Plan details.

PART 4 - MEASUREMENT AND PAYMENT

Amend Part 4.1 requiring that areas disturbed by the Contractor, but not immediately over buried new pipe as installed shall be repaired to these standards. No separate measurement or payment will be made for this surface repair and the cost of this work shall be considered incidental to and included in the unit bid price for the related surface restoration bid items. All manhole lids, valve lids, or valve boxes that need to be reset as a result of trenching or surface repair operations shall be considered incidental to the geothermal line trenching and installation and surface repair pay items.

SECTION 703 - CAST-IN-PLACE CONCRETE

PART 2 - MATERIALS

Part 2.1.A, shall be amended to read all cement used on the project shall be Type II Modified Portland Cement, in accordance with ASTM C150.

Part 2.4 shall require concrete to be Class 4000A for cast-in-place work.

PART 3 - WORKMANSHIP

Amend Part 3 to include the following:

3.6 FIELD QUALITY CONTROL

- A. This section shall take precedence over ISPWC, Section 703, Part 3.6.
- B. Field inspection and testing will be performed in accordance with ACI 301 and provided by the Contractor.
- C. Submit proposed mix design to testing firm for review prior to commencement of Work.
- D. Tests of cement and aggregates may be performed to ensure conformance with specified requirements.

- E. Three concrete test cylinders for each individual pour requiring 10 cubic yards of concrete or less and one set of three concrete test cylinders for each additional 10 cubic yards of fraction thereof. One set of the test cylinders shall be cured under job conditions and two in an approved laboratory. One cylinder shall be tested for compressive strength in seven days, and the remaining two cylinders at 28 days. Test cylinders shall be made, cured, stored and delivered to the laboratory in accordance with ASTM C31 and tested in accordance with ASTM C39.
- F. One slump test will be taken for each set of test cylinders taken.
- G. Air Entrainment Test: Accurately measure the amount of entrained air using ASTM C-173 or ASTM C-231 testing method for all concrete pours. One test will be taken for every set of test cylinders taken.

Amend Part 3.8 to read as follows:

3.8 DEFECTIVE CONCRETE

- A. Defective Concrete. Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by the Engineer.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

Amend Part 3 to include the following;

3.9 SAWCUTTING

- A. Demonstrate to the Engineer, prior to commencing Work, that sawcutting machinery and personnel are capable of completing this Work in accordance with the Contract Documents to the satisfaction of the Engineer.
- B. Minimize overrun at corners when sawcutting and fill slots with epoxy adhesive.
- C. Coat cut faces with Carbolite Bitumastic 300M to protect exposed rebar.
- D. Cuttings must be disposed of off-site.
- E. All cuts shall be neatline vertical and horizontal.

SECTION 704 – PRECAST CONCRETE

Amend Part 1 to include the following:

1.8 PERFORMANCE REQUIREMENTS

- A. Precast Concrete Structures and Vaults
 - 1. Precast structures shall be built to the clear dimensions, and minimum wall thickness shown on the Plans and specifications.

2. Lids shall support a HS-25 loading. The manufacturer shall provide complete structural design calculations sealed by a Professional Engineer licensed in the State of Idaho.

Amend Part 2 to include the following:

2.6 PRECAST CONCRETE STRUCTURES/VAULTS

- A. Precast concrete structures and vaults shall conform to the details shown on the Plans.
- B. Precast flat top lids shall be designed to accommodate traffic loading, per AASHTO HS-25. Lids shall incorporate double mat reinforcement at the top and bottom faces. Lid shall be designed to be removable from barrel section.
- C. Manhole frames, covers, and other accessories shall be in accordance with ISPWC and as shown on the Plans.

SECTION 1103 - CONSTRUCTION TRAFFIC CONTROL

PART 3 – WORKMANSHIP

Part 3.1.B shall be amended to require that the Contractor obtain a construction right-of-way permit from the Agency responsible for the roadway (ACHD or ITD) for all applicable work in public rights-of-ways a minimum of 48 hours prior to construction. Contractor shall comply with the Agency requirements and permit provisions in addition to the minimum requirements shown on the Plans and described in the Specifications. The Contractor shall submit a Traffic Control Plan to the Agency for approval. In case of conflicts between the Project Manual/Plans or Agency requirements, the more stringent standards shall apply. Contact affected residences, businesses, and other entities along the project alignment and identified elsewhere in the contract documents a minimum of two (2) weeks prior to any construction activities.

Amend Part 3.1 to include the following:

- L. The Contractor shall minimize time for the traffic detours. If any major arterial is open to traffic, but the traffic is constricted to one lane, the Engineer will require flaggers to control traffic through the work zone.
- M. A distance equal to the construction speed limit in feet shall separate drums required for channelization. Drums shall be Class A.
- N. The Contractor shall provide two 24-hour contacts for traffic control, including names, addresses, phone numbers, and 24-hour cell phone numbers. The Contractor shall be responsible for responding to complaints regarding project traffic control at all times. Response to traffic control complaints shall be incidental to and the cost included in the unit bid price for traffic control. On failure of the Contractor to respond to traffic control complaints within 1-hour, the Owner may correct any traffic control deficiencies and the cost will be withheld from the Contractor's payment. A minimum of two hours will be charged for each occasion and will include the cost of labor, equipment, materials, administrative, rentals, and other expenses.

- O. The Contractor shall not commence daily construction activities, or continue construction activities, if traffic control has not been placed or maintained in accordance with the approved traffic control plan.
- P. The Contractor must notify emergency response agencies of all traffic closures and detours and update them of any changes a minimum of 48 hours in advance.
- Q. Sidewalks within the public right-of-way must remain open and functional throughout construction or an alternate route plan shall be submitted to the Owner and Agency for approval prior to closure.

SECTION 1104 – PERMANENT PAVEMENT MARKINGS

PART 3 – WORKMANSHIP

Amend Part 3.2 to include the following:

- F. Contractor shall locate, dimension, and document all pavement markings and stripes including color prior to excavation or other roadway disturbance. Striping and other pavement markings shall be replaced to the same dimensions, locations, and colors that were in place prior to construction. All costs associated with this work shall be considered incidental to surface restoration pay items.

PART 4 - MEASUREMENT AND PAYMENT

Amend Part 4.1 as follows:

There will be no measurement for pavement markings, temporary or permanent. This work shall be incidental to Section 307 – Street Cuts and Surface Repair bid items.

SECTION 2010 - MOBILIZATION

PART 4 - MEASUREMENT AND PAYMENT

Amend Part 4.1.A to delete the first paragraph of this section and replace with the following:

There shall be no measurement for Mobilization. Payment shall be on a lump sum basis and shall not exceed five (5) percent of the contract amount of the base bid schedule.

Payment of fifty (50) percent of Mobilization Bid Price shall be made on the first monthly progress estimate. Payment for the remaining fifty (50) percent will be made when all equipment is removed, testing and final clean-up is complete, and final contract closeout is accepted by the Owner.

SPECIAL PROVISIONS

SP-2130 – SPECIAL SERVICES

PART 1 - GENERAL

- A. This Special provision will apply only to a contractor that has not installed the pipe specified herein within the last five (5) years.

1.2 EXAMINATION

- A. Verify all pipe, fittings, valves, and appurtenant materials are present and meet the requirements of the Special Provisions and Technical Specifications.
- B. Verify with installation contractor that site is ready to receive supplied materials.

1.3 INSTALLATION FIELD REPRESENTATIVE

- A. As part of this contract, the FRP pipe installation Contractor shall retain the services of a qualified competent field representative provided by the FRP pipe supplier to provide advice and consultation to the installation Contractor regarding storage, assembly, field cutting, field modification, installation, and testing of the pipe and other provided materials. All installation and testing will be done by the installation Contractor. The field representative shall provide a minimum of eight (8) hours of on-site Special Services, excluding any travel time to the Project site, to the installation Contractor.
- B. The FRP pipe installation Contractor shall furnish a field representative from the FRP pipe supplier for pipe installation advice and consultation at the job site prior to and during initial installation of furnished pipe and related items.
- C. The FRP pipe supplier field representative shall not assume supervisory charge of the pipe installation and related work, but shall provide necessary advice and consultation to the installation Contractor so that the installation Contractor, to the extent they follow the recommendations of the FRP pipe supplier, shall be relieved from any claims by the FRP pipe supplier that failure is due to installation, testing and operation during the employment of Supplier's Special Services.

PART 2 - MATERIALS

NOT USED

PART 3 - WORKMANSHIP

NOT USED

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT AND PAYMENT

- A. Special Services: There shall be no measurement for Special Services. This work shall be considered incidental to and the cost.

SP-2140 – GEOTHERMAL PIPE AND FITTINGS

PART 1 - GENERAL

1.1 SCOPE

- A. This section describes the materials and workmanship required for the pressure pipe for the geothermal water distribution. All work shall be in accordance with these Special Provisions, unless otherwise indicated in the Contract Documents
- B. For the direct buried portion of the project the geothermal supply pipe system will pre-fabricated insulated Fiberglass Reinforced Epoxy Pipe (FRP) carrier pipe with PVC casing pipe and the geothermal collection pipe system will be an uninsulated FRP, unless otherwise indicated in the Contract Documents. **All fittings, couplers, and appurtenances for FRP pipe, unless specifically listed on the Bid Schedule, shall be considered incidental to and cost included in the FRP pipe bid items unit price.**

1.2 SUBMITTALS

- A. Submit shop drawings for the materials to be provided under this section.
- B. Submit manufacturer's certification that pipe and fittings meet or exceed the specified requirements.
- C. Submit manufacturer's installation instruction.

PART 2 – MATERIALS

2.1 GEOTHERMAL PIPE – Insulated with Casing

- A. The direct buried portion of the supply pipe system will be a pre-fabricated insulated FRP for the carrier pipe with PVC casing pipe Vee-Tite® or Taper-Tite® pipe system, conforming to the specifications in this section, as manufactured by Thermal Pipe Systems, Inc., or prior approved equivalent, unless otherwise indicated in the Contract Documents.
- B. All FRP Vee-Tite® joining shall utilize insulated pipe joining couplers, conforming to the specifications in this section, as manufactured by Thermal Pipe Systems, Inc., or prior approved equivalent, unless otherwise indicated in the Contract Documents.
- C. Fiberglass Reinforced Epoxy Pipe (FRP)
 - 1. The pipe and joints shall be rated for a minimum constant pressure of 150 psi (plus typical surge pressures), a minimum sustained temperature of 180° F., and withstand the chemical composition of the geothermal water as shown below, unless otherwise indicated in the Contract Documents.

Laboratory analysis of the geothermal water in the Boise area have yielded the following composite results:

Max. Temperature:		176° Fahrenheit	
Total Dissolved Solids:		290 ppm	
pH	8.2	Hg	<0.02 mg/l
Al	0.01 mg/l	K	1.6 mg/l
Ag	<0.02 mg/l	Li	0.05 mg/l
As	<0.05 mg/l	Mg	0.05 mg/l
B	0.14 mg/l	Mn	<0.02 mg/l
Ba	<0.20 mg/l	Na	100 mg/l
Be	<0.02 mg/l	Ni	0.02 mg/l
Bi	0.01 mg/l	Pb	<0.02 mg/l
Ca	2.0 mg/l	SiO ₂	160 mg/l
Cd	<0.02 mg/l	Sn	<0.02 mg/l
Cl	10.0 mg/l	SO ₄	23 mg/l
Co	<0.02 mg/l	Sr	0.02 mg/l
CO ₃	4.0 mg/l	Ti	<0.02 mg/l
Cr	<0.02 mg/l	V	<0.10 mg/l
Cu	0.08 mg/l	Zn	<0.02 mg/l
F	18 mg/l	Zr	<0.10 mg/l
Fe	<0.01mg/l		
H ₂ S	Trace		

2. Pipe shall be lined filament wound fiberglass reinforced epoxy pipe meeting ASTM D2996 classification listed below for the following pipesizes:

- a. Pipe sizes 2" thru 8" shall be RTRP-11FY1-3112
- b. Pipe size 12" thru 16" shall be RTRP-11FX1-3110

Pipe lining shall be chemically resistant and integral to the pipe providing a glassy smooth interior surface. Said pipe shall be of the specified material, have the specified dimensions, be within the tolerances, and meet testing requirements set forth in ASTM D-2310, ASTM D5685, and ASTM D-2996. All pipe shall be provided with a resin-rich liner with a nominal thickness of 30 mil. Fiberglass pipe shall be supplied in nominal 20-foot laying lengths. Pipe 12" diameter and smaller shall be of spigot by spigot design and a separate double gasket coupling shall be provided for pipe joining. The FRP coupling shall be glass filament wound epoxy resin. A groove, to the proper dimension to retain the rubber ring, shall be machined into the coupling. The length of the coupling shall be such that when correctly assembled it will give the proper end separation. FRP Vee-Tite® joining will be accomplished by the use of grooved-gasketed couplings, with EPDM gaskets, as manufactured by Thermal Pipe Systems, Inc., or prior approved equivalent. All joints shall meet the applicable ASTM requirements for the pipe supplied. The pipe and joints shall be rated for a minimum constant pressure of 150 p.s.i. (plus typical surge pressures) and a minimum sustained temperature of 180° F.

D. PVC Casing and Insulation

1. The carrier pipe and pipe couplers shall be concentric to the casing pipe. The allowable maximum deviation from center line of the carrier pipe shall be plus or minus 1/4 inch at the casing center point and plus or minus 1/16 inch at the end seals. The casing pipe in combination with the foam system shall be rated for H-25 load and two feet of cover. The sleeve thickness shall be compatible with and overlap the casing pipe. Joint closure seals shall be made with 30 mil thick high temperature tape. The minimum insulation thickness shall be 1 1/4-inch through the casing pipe and plus or minus 1/16-inch at the end seals.
2. Insulated FRP couplings shall be glass filament wound epoxy resin. A groove, to the proper dimension to retain the rubber ring, shall be machined into the coupling. The length of the coupling shall be such that when correctly assembled it will give the proper end separation. The coupling shall be factory insulated using the same insulation and casing as the straight lengths of pipe and shall be sealed with 30 mil high temperature self-adhering tape or heat shrinkable sleeve. Insulated Vee-Tite® FRP joining will be accomplished by the use of Vee-Tite® grooved-gasketed couplings, with EPDM gaskets, as manufactured by Thermal Pipe Systems, Inc., or prior approved equivalent.
3. Casing Pipe shall be factory installed to encase the pre-insulated carrier pipe and the pre-insulated pipe couplers. Casing pipe material shall be polyvinyl chloride (PVC) pipe meeting ASTM D1784 and have a minimum wall thickness equivalent to SDR 51.
4. The insulation shall be a two component closed-cell polyurethane insulation with a free rise density of 2.0 to 3.0 lbs/cubic foot, minimum thermal conductivity (k) of 0.160 BTU/h-ft²-F°, and a minimum closed cell content of 80%. Exposed insulated ends shall be sealed with end seals to prevent moisture from entering the space.
5. End Seals: End seals for pre-insulated carrier pipe shall be compression rubber and certified to resist infiltration of water at 20 feet of head at the intended operating temperature. Mastic end seals shall not be allowed.

2.2 GEOTHERMAL PIPE – Uninsulated

- A. Designated portions of the collection pipe system will be uninsulated FRP Green Thread®, conforming to the specifications in this section, as manufactured by NOV Fiber Glass Systems, or prior approved equivalent, unless otherwise indicated in the Contract Documents.
- B. Fiberglass Reinforced Epoxy Pipe (FRP)
 1. The pipe and joints shall be rated for a minimum constant pressure of 150 psi (plus typical surge pressures), a minimum sustained temperature of 180° F., and withstand the chemical composition of the geothermal water as shown below, unless otherwise indicated in the Contract Documents.

Laboratory analysis of the geothermal water in the Boise area have yielded the following composite results:

Max. Temperature: 176° Fahrenheit
Total Dissolved Solids: 290 ppm

pH	8.2	Hg	<0.02 mg/l
Al	0.01 mg/l	K	1.6 mg/l
Ag	<0.02 mg/l	Li	0.05 mg/l
As	<0.05 mg/l	Mg	0.05 mg/l
B	0.14 mg/l	Mn	<0.02 mg/l
Ba	<0.20 mg/l	Na	100 mg/l
Be	<0.02 mg/l	Ni	0.02 mg/l
Bi	0.01 mg/l	Pb	<0.02 mg/l
Ca	2.0 mg/l	SiO2	160 mg/l
Cd	<0.02 mg/l	Sn	<0.02 mg/l
Cl	10.0 mg/l	SO4	23 mg/l
Co	<0.02 mg/l	Sr	0.02 mg/l
CO3	4.0 mg/l	Ti	<0.02 mg/l
Cr	<0.02 mg/l	V	<0.10 mg/l
Cu	0.08 mg/l	Zn	<0.02 mg/l
F	18 mg/l	Zr	<0.10 mg/l
Fe	<0.01mg/l		
H2S	Trace		

2. Pipe shall be lined filament wound fiberglass reinforced epoxy pipe meeting ASTM D2996 classification listed below for the following pipesizes:

- a. Pipe sizes 2" through 8" shall be RTRP-11FY1-3112
- b. Pipe size 12" through 16" shall be RTRP-11FX1-3110

Pipe lining shall be chemically resistant and integral to the pipe providing a glassy smooth interior surface. Said pipe shall be of the specified material, have the specified dimensions, be within the tolerances, and meet testing requirements set forth in ASTM D-2310, ASTM D5685, and ASTM D-2996. All pipe shall be provided with a resin-rich liner with a nominal thickness of 30 mil. Fiberglass pipe shall be supplied in nominal 20-foot laying lengths. Pipe 2" through 8" diameter shall be of spigot by spigot design and a separate double gasket coupling shall be provided for pipe joining. The FRP coupling shall be glass filament wound epoxy resin. A groove, to the proper dimension to retain the rubber ring, shall be machined into the coupling. The length of the coupling shall be such that when correctly assembled it will give the proper end separation. Vee-Tite® FRP joining will be accomplished by the use of uninsulated Vee-Tite® grooved-gasketed couplings, with EPDM gaskets, as manufactured by Thermal Pipe Systems, Inc., or prior approved equivalent.

Pipe 14" through 16" diameter shall be of tapered bell and spigot design with pipe joined by applied adhesive, Taper-Tite® as manufactured by Thermal Pipe Systems, Inc., or prior approved equivalent. Refer to Appendix F for manufacturer's recommendations regarding adhesive-joint pipe.

All joints shall meet the applicable ASTM requirements for the pipe supplied. The pipe and joints shall be rated for a minimum constant pressure of 150 p.s.i. (plus typical surge pressures) and a minimum sustained temperature of 180° F.

2.3 GEOTHERMAL PIPE FITTINGS

A. Fiberglass Coupling Adaptors

1. This coupler adaptor is not an acceptable substitute for the "Vee-Tite®" pipe coupling connectors except at locations specifically called out on the plans.
2. The fiberglass coupling adaptors shall be used for joining pipes of different sizes and/or pipe materials. The hardware shall be 316 stainless steel. The gaskets shall be EPDM rubber.
3. The coupling adaptors shall be manufactured by Acadian Fiberglass, Inc. or approved equivalent.

B. FRP Fittings

1. Fittings include bends, tees, spools, couplers, flanges, reducers, and blind flanges.
2. Fittings shall be compression molded or filament wound, fiberglass reinforced epoxy designed to be used with the carrier pipe Vee-Tite® or Taper-Tite® coupling or the appropriate fiberglass transition fittings to connect the fiberglass pipe to flanged fittings. Fittings shall be configured for joining by uninsulated Vee-Tite® or Taper-Tite® couplings. All fiberglass epoxy adhesive bonding shall be performed per manufacturer's recommendations. Fittings shall be designed for use with the pipe supplied unless otherwise indicated in the Contract Documents. The adhesive shall meet the requirements of the operating conditions of the system.
3. Flanged fittings shall meet ANSI B 16.5 Class 150 dimensions and drillings.
4. Gaskets shall be manufactured with EPDM rubber gasket material.
5. All hardware, including those required for bolted fittings, shall be 316 stainless steel.
6. Fittings shall conform to the testing requirements set forth in ASTM D5685 and ASTM D1599.

PART 3 - WORKMANSHIP

3.1 GENERAL REQUIREMENTS

- A. This section covers the installation and testing of geothermal water pipe and related appurtenances.

3.2 HANDLING OF PIPE

- A. All pipe and fittings will be the responsibility of the Contractor. The Contractor shall be responsible for coordinating delivery and distribution of the materials at the site. Pipe, fittings and accessories shall be loaded and unloaded in a manner which prevents shock and damage. Under no circumstances shall material be dropped.
- B. Pipe shall be handled so that the casing, insulation, and carrier pipe will not be damaged. If any part of the casing or insulation is damaged, necessary repair shall be made by the Contractor, at his expense, in a manner satisfactory to the Owner. If this cannot be agreed to between the Owner and the Contractor, the damaged material shall be replaced at no additional cost to the Owner.

- C. **UNLOADING INSTRUCTIONS:** The means by which the pipes are unloaded in the field is the decision and responsibility of the installing Contractor. The use of forklift type equipment frequently simplifies and speeds up the unloading of larger sizes and usually provides extra protection against damage in handling. To prevent the possibility of the core pipe from shifting within the casing pipe, do not stand a length on one end or raise it vertically. Under no condition should a pipe be dragged along the ground. Do not lift fittings or pipe by inserting a bar, pipe, etc., inside of the core as damage to the pipe may result. If any pipe is damaged in unloading and handling, mark the damaged area and set it aside. A manufacturer's representative will determine whether the damaged casing can be repaired in the field and will determine exact method for repair and instruct the Contractor in making the repair.
- D. **STORAGE:** Store pipe on dunnage in a flat area. Support the barrel of the casing evenly. Spigot ends should overhang dunnage. Store random lengths separately where they will be readily available. Individual lengths of pipe should be stacked in piles no higher than 5 feet. Protect pipe exposed to prolonged periods of sunlight (several months) with canvas or other opaque material. Provide for air flow under the sheets.
- E. **LOADING TRANSFER TRUCKS:** Use trucks with long bodies so that pipe lengths do no overhang. Make certain truck bed is smooth, without cross-strips, bolt heads, or other protrusions that could damage the pipe. Short body trucks may be used if fitted with racks that properly support the pipe in a horizontal position. The rack should have supports spaced every 3 feet or less along the pipe lengths. Pad the contact areas to avoid damage to the pipe.

3.3 LAYING OF PIPE

- A. Before installation, the pipe and pie casing shall be inspected for defects. Any damage to pipe or insulation shall be repaired with the same materials used for the original pipe before laying the pipe.
- B. All pipe shall be laid and maintained to the required lines with fittings and valves installed at the required locations.
- C. All pipe, fittings and valves shall be carefully lowered into place, piece by piece, by means and tool or equipment necessary to prevent damage to pipe materials, protective coatings, and insulation. Under no circumstances shall material be dropped or dumped into the trench.
- D. Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed. During laying operations no debris, tools, or other material shall be placed into the pipe. Pipe ends shall be covered prior to and after being laid place at the end of each pipe section and at the end of each work day.
- E. Field cutting of pipe shall be performed in strict accordance with manufacturer's printed direction by personnel who have been instructed in installation by the manufacturer's representative. The cutting of pipe for inserting valves or fittings shall be done in a neat and workmanlike manner without damage to the pipe or insulation and in a manner that leaves a smooth end at right angles to the axis of the pipe. The end of any installation exposed due to pipe cutting shall be sealed in accordance with the manufacturer's recommendations.
- F. Furnish and install any necessary temporary fittings, valves, and related appurtenances to allow adequate filling of new line, and expulsion of air.

3.4 PRESSURE TESTING

- A. Pressure tests shall conform to Section 401, Part 3.6 Pressure Testing. The Contractor may, at their own expense, conduct air testing. However, successful pressure testing is required for Owner acceptance of the installation.
- B. Test pressures shall conform to Section 401 where feasible. Between the Capitol Boulevard tie-in and the valve vault at Station 3+09 may be tested at system pressure. The Contractor shall provide all necessary thrust bracing and restraint for testing this section. Test pressure for Additive Bid #3, Front Street repair, shall be system pressure.

3.5 LOCATING WIRE

- A. The locating wire shall be installed per Section 401.

3.6 MARKING TAPE

- A. Marking tape shall be installed over the pipe at the location show in the trench details on the plans.
- B. Marking tape shall be polyethylene, three inches wide and read "Caution Geothermal Water Pipe Below".

3.7 THRUST BLOCKS

- A. Thrust blocks shall be installed in accordance at all fitting and valves in accordance with ISPWC SD-403 and the details on the plans.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 The following items shall be measured in accordance with the bid items below. Items will include all necessary materials, pipe, fittings (except valves), hardware, carrier pipe, insulation wrap, casing pipe, couplings, testing, and all other items and appurtenances shall be incidental to and the cost included in the unit bid price for the following bid items.
 - A. Geothermal **Supply** Pipe – Size _____ Insulated FRP, Size _____ Casing: By the linear foot for the size and type of pipe measured along the horizontal centerline of the pipe. Includes FRP carrier pipe, PVC casing pipe, insulation, gaskets, end seals, insulated couplings, fittings, testing, and all appurtenances not itemized in the Bid Schedule.
 - 1. Bid Schedule Payment Reference: 2140.4.1.A.1
 - 2. Bid Schedule Description: Geothermal Supply Pipe – Size _____ Insulated FRP, Size _____ PVC Casing.....Linear Foot (LF).
 - B. Geothermal **Collection** Pipe – Size _____ Insulated FRP, Size _____ Casing: By the linear foot for the size and type of pipe measured along the horizontal centerline of the pipe. Includes FRP carrier pipe, PVC casing pipe, insulation, gaskets, end seals, insulated couplings, fittings, testing, and all appurtenances not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 2140.4.1.B.1
2. Bid Schedule Description: Geothermal Collection Pipe – Size_____Insulated FRP,
Size_____PVC Casing.....Linear Foot (LF).

C. Geothermal Collection Pipe – Size_____Uninsulated FRP: By the linear foot for the size and type of pipe measured along the horizontal centerline of the pipe. Includes FRP pipe, couplings, gaskets, fittings, testing, and all appurtenances not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 2140.4.1.C.1
2. Bid Schedule Description: Geothermal Collection Pipe – Size_____Uninsulated FRP
.....Linear Foot (LF).

SP-2145 – GEOTHERMAL VALVES

PART 1 - GENERAL

1.2 SCOPE

- A. This section describes the materials and workmanship required for the geothermal valves for the geothermal water distribution. All work shall be in accordance with these Special Provisions, unless otherwise indicated in the Contract Documents.

1.3 SUBMITTALS

- A. Submit product data for the materials to be installed under this section.
- B. Submit manufacturer's certification that valves meet or exceed the specified requirements.
- C. Submit test report for valve material's chemical resistance to the geothermal water.
- D. Submit factory testing certification of valve(s) provided. Testing shall comply with ISO 9001.
- E. Submit manufacturer's installation instructions.

1.4 WARRANTY

- A. Include two (2) years warranty coverage on all valves.

PART 2 - MATERIALS

2.1 GENERAL

- A. All valves shall be rated for a minimum sustained temperature of 180° F., and withstand the chemical composition of the geothermal water as shown below.

Laboratory analysis of the geothermal water in the Boise area have yielded the following composite results:

Temperature: 176° Fahrenheit
Total Dissolved Solids : 290 ppm

pH	8.2	Hg	<0.02 mg/l
Al	0.01 mg/l	K	1.6 mg/l
Ag	<0.02 mg/l	Li	0.05 mg/l
As	<0.05 mg/l	Mg	0.05 mg/l
B	0.14 mg/l	Mn	<0.02 mg/l
Ba	<0.20 mg/l	Na	100 mg/l
Be	<0.02 mg/l	Ni	0.02 mg/l
Bi	0.01 mg/l	Pb	<0.02 mg/l
Ca	2.0 mg/l	SiO2	160 mg/l
Cd	<0.02 mg/l	Sn	<0.02 mg/l
Cl	10.0 mg/l	SO4	23 mg/l
Co	<0.02 mg/l	Sr	0.02 mg/l
CO3	4.0 mg/l	Ti	<0.02 mg/l
Cr	<0.02 mg/l	V	<0.10 mg/l
Cu	0.08 mg/l	Zn	<0.02 mg/l
F	18 mg/l	Zr	<0.10 mg/l
Fe	<0.01mg/l	H2S	Trace

2.2 GEOTHERMAL VALVE - BUTTERFLY (3-Inch and Larger)

- A. Valves shall be a flange mount, resilient seat, wafer type butterfly valve with stainless steel components including:
1. Body - 316 SS meeting ASTM A351 GR CF8M.
 2. Disc - 316 SS meeting ASTM A351 GR CF8M.
 3. Stem - 17-4 pH SS.
 4. Seat - RTFE with silicone rubber energizer with 316 SS retainer plate.
 5. O-Ring - EPDM flange gaskets.
 6. Hardware/Fasteners - 316 SS.
 7. Compatible with flanges meeting ANSI B 16.5 Class150.
- B. Valves shall be Series 40 Wafer Type High Performance Butterfly Valves as manufactured by Bray Controls or approved equivalent.

2.3 GEOTHERMAL VALVE - BALL (2-Inch and Smaller)

- A. Valves shall be flanged full port ball valves with stainless steel components including:
1. Body - 316 SS meeting ASTM A351 GR CF8M.
 2. Retainer - 316 SS meeting ASTM A351 GR CF8M.
 3. Ball - 316 SS meeting ASTM A351 GR CF8M.
 4. Stem - 316 SS meeting ASTM A276-316.
 5. Hardware/Fasteners - 316 SS.
 6. Flanges shall be ANSI B 16.5 Class150.
- B. Valves shall be Series 87A-200 Stainless Steel Flanged Full Port Ball Valves as manufactured by Apollo Valves or approved equivalent.

2.4 GEOTHERMAL CHECK VALVE

A. Valves shall be a flange mount, resilient seat, wafer type silent check valve with stainless steel components including:

1. Body - 316 SS meeting ASTM A351 GRCF8M.
2. Seat - 316 SS meeting ASTM A351 GRCF8M.
3. Disc - 316 SS meeting ASTM A351 GRCF8M.
4. Spring - 316 SS meeting ASTM A313.
5. O-Ring - EPDM flange gaskets.
6. Hardware/Fasteners - 316 SS.
7. Compatible with flanges meeting ANSI B 16.5 Class150.

B. Valves shall be Series 1400 Wafer Style Silent Check Valves as manufactured by Val-Matic or approved equivalent.

2.5 VALVE BOXES

A. Valve boxes shall conform to Section 402 Part 2.7, except that the words "HOT WATER" shall be stamped on the cast iron cover.

PART 3 - WORKMANSHIP

3.1 All valves shall be kept clean and free from damage on site.

3.2 Examination, installation, and demonstration shall be performed in accordance with ISPWC Section 402.

PART 4 - MEASUREMENT AND PAYMENT

4.1 The geothermal valves shall be measured in accordance with the bid item below. Items will include all necessary materials, hardware, valve, couplings, testing, and all other items and appurtenances shall be incidental to and the cost included in the unit bid price for the following bid items.

A. Geothermal Valve – Butterfly

1. Bid Schedule Payment Reference: 2145.4.1.A.1
2. Bid Schedule Description: Geothermal Valve – Size____Butterfly Valve.....Each (EA).

B. Geothermal Valve – Ball

1. Bid Schedule Payment Reference: 2145.4.1.B.1
2. Bid Schedule Description: Geothermal Valve – Size____Ball Valve.....Each (EA).

C. Geothermal Valve – Check

1. Bid Schedule Payment Reference: 2145.4.1.C.1
2. Bid Schedule Description: Geothermal Valve – Size____Check Valve.....Each (EA).

D. Geothermal Valve – Temperature Control

1. Bid Schedule Payment Reference: 2145.4.1.D.1
2. Bid Schedule Description: Geothermal Valve – Size____Temperature Control Valve, Max Flow____GPM.....Each (EA).

SP-2155 – VALVE VAULTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This section includes all necessary work and materials required to construct the geothermal valve vaults as shown on the Plans.

1.2 RELATED SECTIONS

- A. ISPWC, Division 200 – Earthwork.
- B. ISPWC, Division 400 – Water
- C. ISPWC, Section 502 - Manholes

1.3 REFERENCES

- A. ISPWC.

1.4 GENERAL

- A. All materials not specified herein shall be per the respective ISPWC sections, Owner's Revisions to the Standard Specifications, these Special Provisions, and as indicated on the Plans.

1.5 SUBMITTALS

- A. Submit shop drawing and product data on all materials installed under this section. Shop drawings shall include a layout drawing showing equipment installed in structure. Verify flowmeter and associated piping clearances in vault prior to ordering materials.
- B. Submit manufacturer's certification that materials meet specified requirements.
- C. Submit operation and maintenance information on valving and operators.

1.6 COORDINATION

- A. Coordinate all precast and cast-in-place work with related mechanical equipment manufacturers, piping, and related accessories.
- B. Field-verify types, sizes, and depths of adjoining piping prior to construction.

PART 2 - MATERIALS

2.1 GENERAL

- A. All components shall meet the requirements of the applicable sections of the ISPWC, Owner's Revisions to the Standard Specifications, in addition to the requirements specified herein. Provisions shall be made to connect fittings/valving to the water main based on the selected pipe material.

2.2 VALVE BOXES

- A. Valves risers and covers shall conform to Section 402.

2.3 PRECAST CONCRETE

- A. Precast concrete shall conform to Section 704 and to the details shown on the Plans.
- B. Precast flat top lids shall be designed to accommodate traffic loading, per AASHTO HS-20. Lids shall incorporate double mat reinforcement at the top and bottom faces. Lid shall be designed to be removable from barrel section.
- C. All precast manholes shall have a concrete collar to ¼" below finished grade and after asphalt placement.

2.4 MANHOLE STEPS

- A. The manhole steps shall conform to Section 502.

2.5 MANHOLE FRAME AND COVER

- A. The manhole frame and cover shall conform to Section 502, except that the cover shall have the words "HOT WATER" on the cast iron lid. A warning plate shall be permanently attached to the inside of the frame saying "DANGER – 176° HOT WATER! ENTER WITH CAUTION." The warning plate shall have the warning embossed and painted in 3/8" high red letters.

2.6 CONCRETE AND CONCRETE ACCESSORIES

- A. Concrete and related work shall conform to Division 700 of the ISPWC as revised herein these Technical Specifications.
- B. Concrete class shall be 4000A, per ISPWC, Section 703.
- C. Reinforcing steel work shall include furnishing and placing of reinforcing steel of the quantity, type to meet all specified requirements on the plans and under Section 702.
- D. Precast flat top lids shall be designed to accommodate traffic loading, per AASHTO HS-25. Lids shall incorporate double mat reinforcement at the top and bottom faces. Lid shall be designed to be removable from barrel section.
- E. Concrete manhole lid and valve lid collars shall conform to ISPWC SD-508 and SD-406 in the ISPWC.

- F. Miscellaneous metal fabrications shall be stainless steel in accordance with the Plan details.

1. Plates, Bars, Channels, Angles
2. Bolts, Nuts, Washers
3. Pipe Supports
4. Fabricated thrust restraints

PART 3 - WORKMANSHIP

3.1 EXAMINATIONS

- A. Verify location, depth and size of connection piping. Verify clearances to all structure and mechanical components prior to ordering materials.

3.2 INSTALLATION – CONCRETE STRUCTURES

- A. Prepare, place, and install per Section 502 and the details shown on the Plans.
- B. All pipe entrance and exit openings shall be watertight.
- C. Place and install structures so no damage is inflicted to the precast sections, fitting or connecting piping.
- D. Allow for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb and true alignment until completion of erection and installation of connecting work. Install structures so the walls and ceiling are plumb and true to line and grade. Do not field cut or alter structural members without approval of Engineer and precast professional design engineer.
- E. Sections which are “rocked” into place or removed after setting shall be completely inspected for joint seal integrity. Install new gaskets to joint.
- F. Grout all interior joints after setting.
- G. Install lids, frames, hatches, and covers as recommended by manufacturers and in accordance with ISPWC.

3.3 INSTALLATION

- A. Unless otherwise specified, valving and piping shall be installed in accordance with manufacturer’s instructions, applicable sections in the ISPWC, and the details shown on the Plans.
- B. Install vault at the location shown on the Plans. Install piping straight to ensure optimal flow characteristics for the flowmeter. Provide watertight seal at each joint. Install spools to allow flowmeter removal access through roof hatch.
- C. Install conduit and related accessories per the Owner’s RPR instructions for location and depth.

PART 4 - MEASUREMENT AND PAYMENT

4.1 The following shall be utilized for measurement and payment for the below Bid Items. Valves will be paid separately in accordance with SP-2145 Geothermal Valves. Flow meters will be paid separately in accordance with SP-2150 Geothermal Flow Meter. If required and not listed in the Bid Schedule, the following items are to be considered incidental to other Bid Items.

A. Valve Vault: Measurement shall be on the a per each basis and payment shall include all equipment, labor, tools, materials, dewatering, excavating, backfilling, drain rock, aggregate base, piping, connections, pipe supports, fabricated pipe restraints, fittings, concrete, precast concrete, lids, covers, valve risers, valve lids, grouting, surface restoration, and all other related miscellaneous work and incidental work required to complete this item per the Contract Documents.

1. Bid Schedule Payment: SP-2155.4.1.A.1
2. Bid Schedule Description: Valve Vault – Size Width’ x Length’, Precast Concrete.... each (EA).

SP-2160 – REMOVE, RESET, OR REPLACE MISCELLANEOUS ITEM

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. This item shall consist of all necessary work and materials required to remove and replace existing geothermal pipe, flow meters, irrigation structures, sewer manholes, trees, and fences, remove and reset mailboxes and signs, remove railway, and various other miscellaneous surface items indicated on the Plans to accommodate the Work. Work will be performed on public and private properties.

1.2 COORDINATION

- A. Meet with private property owners and agencies having authority over facilities being removed, replaced or reset.
- B. Document existing condition and quantity of materials, anticipated to be removed, replaced, or reset with photographs, and file with Engineer prior to commencing work.

1.3 RELATED SECTIONS

- A. Section 307 – Culvert, Storm Drain and Gravity Irrigation Pipe.
- B. Section 502 – Manholes
- C. Section 601 – Storm Drain Inlets, Catch Basins, Manholes, and Gravity Irrigation Structures.
- D. SP 2140 – Geothermal Pipe and Fittings
- E. SP 2150 – Geothermal Flow Meters

PART 2 - MATERIALS

2.1 CATCH BASIN

- A. Cast-in-place concrete catch basin in accordance with Section 602 and SD-601 of the ISPWC.

PART 3 - WORKMANSHIP

3.1 PROTECTION

- A. Satisfactorily restore any damage to existing facilities, materials, or structure, resulting from carelessness or negligence of Contractor to their original condition at Contractor's expense.

3.2 MISCELLANEOUS ITEMS AND MATERIALS

- A. Exercise care in the relocation of miscellaneous items to avoid damage and minimize disturbance to adjacent work area.
- B. Remove, transport, and dispose of items accordance with Federal, State and Local regulations. Existing geothermal pipe is asbestos cement and requires special handling and disposal. Obtaining proper landfill documentation shall be the responsibility of the Contractor and shall be submitted to the Owner upon completion.
- C. Upon completion of the pipeline installation, replace items in kind to their original position prior to construction or to a position outside the right of way and restore all surfacing impacted during relocation to condition existent prior to initiating the work.
- F. Obtain a written release form from the private property owner indicating relocation of items and surface restoration has been completed satisfactorily. Submit release forms to Engineer for application of payment on this Bid Item.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 The following shall be utilized for measurement and payment for the below Bid Items. If required and items not specifically listed in the Bid Schedule, the following items are to be considered incidental to other Bid Items.
 - A. Remove and Replace Miscellaneous Item: Measurement for this bid item shall be on a per-each basis, regardless of type or location. Payment shall include full compensation for all materials, labor, equipment, excavation, removal, handling, disposal, replacing in kind or as specified on the plans, backfilling, surface repair, and all other necessary items required for completing the work which are not itemized in the Bid Schedule.
 - 1. Bid Schedule Payment: SP-2160.4.1.A.1
 - 2. Bid Schedule Description: Remove and Replace – Item_____each (EA).
 - B. Remove Miscellaneous Item: Measurement for this bid item shall be on a linear foot basis, regardless of type or size. Payment shall include full compensation for all materials, labor, equipment, removal, handling, disposal, and all other necessary items required for completing the work which are not itemized in the Bid Schedule.

1. Bid Schedule Payment: SP-2160.4.1.B.1
2. Bid Schedule Description: Remove – Item_____linear foot (LF).

SP-2165 – ABANDON PIPE

PART 1 - GENERAL

1. Existing Asbestos Concrete geothermal pipe (Supply and Collection), heading west – northwest serving the Old St. Luke's Grand Oaks Building shall be abandoned in place.

PART 2 - MATERIALS

2.1 GENERAL

- A. The existing geothermal lines may be abandoned with the following methods:
 - Removal – Remove and dispose of existing pipe. Refer to SP2160.4.1.B.1
 - Abandon in Place – Fill existing pipes with approved fill material and grout plug ends. Fill material may be:
 - Sand
 - Pea Gravel
 - Flowable Fill (Min 150psi)(ISPWC 703)
 - Lightweight cellular concrete fill (min 100 psi).
Foaming agents shall be in accordance to ASTM C869.
 - Other method as proposed by the contractor and approved by the City.
 - All materials must flow readily and fill at least 95% of the pipe volume.

PART 3 - WORKMANSHIP

3.1 INSTALLATION

- A. Contractor shall install plugs, forms and bulkheads as required to contain flow of fill material.

PART 4 - MEASUREMENT AND PAYMENT

Payment for fill materials shall include all costs of excavation, access to the pipe, risers, bulkheads, pumping, backfill, surface restoration, cleanup, disposal of materials, and other items necessary for abandonment of the existing geothermal lines.

- A. Bid Schedule Payment: SP-2165.4.1.A.1
- B. Bid Schedule Description: Abandon Existing Geothermal
Main – Location_____Linear Feet (LF).

SP-2170 – POTABLE AND NON-POTABLE CROSSING

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. This section includes all necessary work and materials required to protect and retain potable pipelines and non-potable pipelines that crossing with the proposed geothermal pipelines.

PART 2 - MATERIALS

2.1 GENERAL

- A. All components shall meet the requirements of the applicable sections of the ISPWC and the requirements of the utility company.

PART 3 - WORKMANSHIP

3.1 PROTECTION

- A. Contact utility company to verify location of utility in field prior to any construction within the limits pertaining to this Bid Item.
- B. The Contractor shall be responsible for coordinating with the utility company and paying all costs associated replacement, relocation, or re-establishing utility if the utility is damaged.
- C. The Contractor shall be responsible for paying all costs generated at the request of the utility to ensure the proper support and care is taken to ensure the integrity of utility.

3.2 EXAMINATION

- A. The Contractor shall excavate at all crossing locations to confirm the depth of the existing utility and whether there is a conflict. Material type and thrust blocking configuration, if any, shall also be determined at this time. The Contractor shall notify the utility when the excavation will be completed so that the need for the modifications can be verified.
- B. For potable crossings (water mains and water services) verify that minimum separations are maintained as shown on the plans and requirements of ISPWC Section 405 are met.
- C. For non-potable crossings (sanitary sewer, irrigation, storm drain) verify that minimum separations are maintained as shown on the plans.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 There shall be no measurement and payment for utility crossings. All work and costs associated with this item including excavation, dewatering, bedding, backfill, restraints, support and protection of the utility, testing, and any appurtenances as necessary, coordination with the utility owner and any other items necessary for the proper completion of this work shall be incidental and included in other bid items.

SP-2175 – UTILITY CROSSING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This section includes all necessary work and materials required to protect and retain or relocate and re-establish utilities crossing with proposed geothermal pipelines.

1.2 RELATED SECTIONS

- A. Section 301 – Trench Excavation
- B. Section 302 – Rock Excavation
- C. Section 304 – Trench Foundation Stabilization
- D. Section 305 – Pipe Bedding
- E. Section 306 – Trench Backfill
- F. Section 307 – Street Cuts and Surface Repairs
- G. SP-2139 – Construction Coordination, Scheduling, Phasing & Staging

1.3 REFERENCES

- A. ISPWC.

1.4 REQUIREMENTS

- A. All Work must be in accordance with the appropriate utility company.

PART 2 - MATERIALS

2.1 GENERAL

- A. All components shall meet the requirements of the applicable sections of the ISPWC and the requirements of the utility company.

PART 3 - WORKMANSHIP

3.1 PROTECTION

- A. Contact utility company to verify location of utility in field prior to any construction within the limits pertaining to this Bid Item. Contact information is provided on the plans.
- B. The Contractor shall be responsible for coordinating with the utility company and paying all costs associated with protecting, retaining, replacement, relocation, or re-establishing any utility damaged during construction activities.

- C. The Contractor shall be responsible for coordinating with the utility company and pay all costs associated with protecting, retaining or replacing any utility damaged during construction activities.

3.2 EXAMINATION

- A. The Contractor shall excavate at all crossing locations to confirm the depth of the existing utility and whether there is a conflict. Material type and thrust blocking configuration, if any, shall also be determined at this time. In cases where there is a conflict, contact the Owner immediately.

3.3 INSTALLATION

- A. The Contractor shall remove and dispose of existing thrust blocks and all other obstructions to accommodate the intended improvements, regardless of size, type, or composition of obstruction. Dispose of these items, off-site, at an approved facility per local, state and federal regulations.
- B. Delivery of items shall be made in a timely fashion and not left at the project site unprotected. Items which may be reused in the work, shall be stored on-site, and protected from weather damage.
- C. New pipe crossings will consist of all components required by the utility company and will be installed accordance with the utility company's requirements. Any testing will be in accordance with utility owner's requirements.
- D. Coordinate construction activities to minimize disruption of services to residence and any other business or property owner that may be served by the modified utility. Attend and participate in a services coordination meeting at the start of construction and as required during construction to resolve service issues.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 There shall be no measurement and payment for utility crossings. All work and costs associated with this item including excavation, dewatering, bedding, backfill, restraints, support and protection of the utility, testing, and any appurtenances as necessary, coordination with the utility owner and any other items necessary for the proper completion of this work shall be incidental and included in other bid items.

SP-2190 – CONNECTION TO EXISTING GEOTHERMAL SYSTEM

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This Special Provision includes all necessary work and materials required to connect the new geothermal system to the existing geothermal system.

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

SECTION 230000 - HVAC GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SCOPE:

A. General:

1. The Bidding Requirements, Contract Requirements, and the General Requirements (Division 1) of these specifications shall govern all parts of the work.

B. Work Included:

1. Install work in accordance with these specifications and the accompanying plans. Furnish all labor, material, and equipment together with all incidental items not specifically shown or specified which are required by good practice to provide the complete mechanical systems as described.
2. The HVAC Contractor(s) and all Sub-tier Contractors shall provide installed equipment cut sheets and purchase orders required for utility rebates.

C. Coordination and Site Visits:

1. This section of the work requires examination of and reference to all architectural, structural, utility, and electrical drawings for construction conditions that may affect the work. Inspect the building site and existing facilities for verification of existing conditions. Base all measurements from established benchmarks. Any discrepancy between actual measurements and those indicated, which prevents following good practices or the intent of the drawings and specifications, shall be reported to the Architect/Engineer, and work halted until instructions are received from the Architect/Engineer.

1.2 CODES, PERMITS, FEES:

- A. Install all work in accordance with applicable codes and standards. Obtain all required permits; pay all required fees including utility connections or extensions, in connection with this portion of the construction. Obtain all required certificates of inspection for the work.

PART 2 - PRODUCTS

2.1 MATERIALS AND WORKMANSHIP:

A. Materials:

1. All materials and equipment shall be of first quality, new, full size and weight, standard in every respect, and suitable for the space required.

B. Workmanship:

1. All materials and equipment shall be installed in a neat and workmanlike manner by competent specialists for

each subtrade. Work shall be installed to the satisfaction of the Architect/Engineer with unsatisfactory work removed and reinstalled to his satisfaction at no extra cost to the Owner.

2. Provide all cutting and patching necessary to install the work specified in this section. Patching shall match adjacent surfaces. No structural members shall be cut without the approval of the Architect/Engineer. Provide sleeves at all piping penetrations of exterior walls and floors on grade. Provide all sleeves and inserts required before new floors and walls are built.

2.2 SUBMITTALS AND SUBSTITUTIONS:

A. Submittals:

1. Within thirty days after award of this contract, provide an electronic copy of a complete list of all materials and equipment proposed for this project. List shall contain make, type, manufacturer's name, and trade designation of all materials and equipment. Submittal shall also include manufacturer's complete specification for each item, including capacities, ratings, etc., and dimensions as required to check space requirements. The scheduled equipment is the basis of design for capacity, weights, physical size, etc. Alternate manufacturers shall not exceed the weight or physical size. Any changes to the Architectural, Structural, Mechanical, Electrical, and Control systems due to alternate manufactures shall be the responsibility of the Contractor and Supplier. Submittals for each major trade (i.e., dryside HVAC, wet-side HVAC, or Plumbing) shall be submitted in a single complete package. Individual items will not be reviewed independently unless approved by the Engineer.
2. Approval of submittals shall not relieve the contractor from responsibility for deviations from the plans or specifications, unless he has, in writing, called the Architect's /Engineer's attention to deviations at the time of submission, and obtained his written approval. Approval of submittals does not relieve the contractor from responsibility for errors in shop drawings or literature.

B. Equipment Requiring Submittals:

1. Geothermal Pipe

PART 3 - EXECUTION

3.1 COORDINATION:

- A. Coordinate all work with the various trades involved to provide a complete and satisfactory installation. The exact details of piping and equipment are not shown. No additional compensation will be made for offsets or relocation required in coordination with other trades.
- B. Alterations required due to improper supervision by the subcontractor shall be made at no extra cost, to the satisfaction of the Architect/Engineer.

3.2 IDENTIFICATION AND CODING:

A. Painting:

1. All painting of mechanical piping shall be furnished and applied under this section of these specifications. All painting shall be completed before any identification markings are applied.

B. Piping:

1. Identify all piping as to the service of the pipe and the direction of flow. The letters shall be 3/4 inch high on piping two inches or smaller, and 1-1/4 inches high on piping up to six inches. Flow arrows shall be at least six inches long. The letters and flow arrows shall be made by precut stencils and oil base paint, one inch high and black, or factory fabricated plastic pipe markers. Piping shall be identified at 25 foot maximum intervals, on long continuous lines; adjacent to each item of equipment; on each riser and junction, and on both sides of all wall penetrations.

3.3 CLEANING AND ADJUSTING:

- A. Thoroughly clean all associated parts of the system at the completion of the work. Repaint any painted surface that has been damaged.

3.4 PROJECT CLOSEOUT:

A. As-Built-Drawings:

1. Provide two sets of red-line mechanical drawings showing the work as it was actually installed. The drawings shall indicate all departures from the contract drawings. Make all notations neat and legible, with red indelible pencil. At the completion of the work, these as-built drawings shall be signed and dated by the Mechanical Contractor, and returned to the Architect/Engineer.

B. Guarantee:

1. All work furnished under this section shall be guaranteed in writing to be free from defective work or materials for a period of one year after acceptance of the contract. All repairs or replacements because of defective materials or workmanship or noncompliance with code shall be provided without additional cost to the Owner. Contractor shall furnish a letter indicating above guarantee with space for date of acceptance and expiration of guarantee. Letter shall be included in O & M Manual.

END OF SECTION 230000

NAME OF PROJECT: _____

OWNER MECHANICAL SYSTEM TRAINING FORM

Upon completion of the equipment and systems installation and connections, the contractor shall assemble all required equipment factory representative and subcontractors together for system Owner training.

These people shall assist in Owner training their system(s) and remain at the site until the total system operations is acceptable and understood by the Owner's representative(s), maintenance and/or operation personnel, on operation and maintenance of their equipment. To prove acceptance of operation and instruction by the Owner's representative(s), the contractor shall provide a copy of this form, with proper signatures, to the Engineer prior to substantial completion, and insure that a copy is inserted into the project Operation and Maintenance manuals.

"I, the Contractor, associated factory representative and subcontractors, have started each system and the total system(s); and have proven their normal operation to the Owner's representative(s) and maintenance/operation personnel and have instructed him/them _____, hours in the operation and maintenance thereof."

Owner's Representative

Contractor

Signature

Signature

Date

Date

SECTION 230100 – GEOTHERMAL PIPING

PART 1 - GENERAL

1.1 SCOPE

- A. This section covers the work necessary for the installation of the new geothermal piping system from the building entry point to the connection point near each respective building's heat exchanger. The HVAC General Requirements, Section 230000, is to be included as a part of this section of the specifications.

1.2 CODES & STANDARDS

- A. The heating, ventilating, and air conditioning system shall be installed in accordance with the latest edition of the following codes and standards:
 - 1. International Mechanical Code (IMC)
 - 2. International Building Code (IBC)
 - 3. American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)
 - 4. National Fire Protection Association (NFPA)

PART 2 - PRODUCTS

2.1 PIPING SYSTEMS

- A. Geothermal Hot Water Supply and Return Piping and Fittings:

Contractor shall provide pricing for two pipe options – Black Steel / Pex

Black Steel Option:

- 1. Piping shall be standard weight (schedule 40), ASTM A53 black steel pipe with 150 pound black, screwed or welded, malleable fittings. No bronze or copper based material is allowed for piping, piping accessories, or valve parts.

Pex Option:

- 2. The PEX-a service tubing is manufactured and tested in accordance with ASTM F876, ASTM F877, and CSA B137.5. The PEX-a service tubing has hydrostatic ratings in accordance with the temperatures and pressures listed in the ASTM standard. The hydrostatic ratings are:
 - a. 180 degrees F (82 degrees C) at 100 PSI (689 kPa)
 - b. 73.4 degrees F (23 degrees C) at 160 psi (1102 kPa)
- 3. Contractor shall provide and install manufacturer's required support system. No "field fabricated" supports will be allowed.

4. At contractor's option pipe insulation may be "factory furnished" in place of external wrap insulation.

B. Pipe Hangers and Supports:

1. Pipe hangers shall be provided to adequately support all piping systems. Hangers shall be vertically adjustable to provide for proper pitch and drainage. Hangers shall allow for expansion and contraction of the piping system.
2. Hangers for pipe sizes 1/2 to 6 inches shall be adjustable clevis type, or unistrut saddles with all-thread hanger rod.
3. Hangers for hot pipe, sizes 6 inches and over shall be adjustable steel yoke, cast iron roll, double hanger type.
4. Vertical pipes shall be supported with steel riser clamps. Spacing interval requirements per "General Regulations" of the latest edition of the adopted plumbing code, latest edition.
5. All insulated piping shall be provided with minimum 18 gauge galvanized insulation shields, 12 inches long, and oversized hangers. Pipe sizes 2 inches and over shall also be provided with 12 inch long calcium silicate insulating blocks between the piping and the galvanized insulation shield.
 - a. Alternate: Insulated pipe support inserts may be provided at hanger, support, and guide locations on piping requiring insulation. The insert should consist of either Hydrous Calcium Silicate or Polyisocyanurate Foam insulation (Urethane) encircling the entire circumference of the pipe with a 360 deg. PVC (1.524 mm thick) or galvanized steel jacket and installed during the installation of the piping system. These insulated pipe support inserts shall be provided by the Mechanical Contractor and installed by the same during pipe support installation.
6. Hanger rod sizing and spacing for pipe shall be as follows:

Pipe Size	Minimum Rod Diameter	Maximum Spacing
To 1-1/4 inches	3/8 inch	6.5 feet
To 2 inches	3/8 inch	10 feet
7. Provide hangers within 12 inches of each horizontal elbow.
8. Provide hangers with minimum 1-1/2 inches vertical adjustment.

C. Ball Valves:

1. Valves 2-inches and smaller shall be lead free cast bronze body, chrome-plated brass ball, teflon seats, and lever handle, 600 psi CWP. Valves shall comply with MSS SP-110, NSF/ANSI 61, NSF/ANSI 372 Lead Free. Valves over 2-inches shall be cast steel body, chrome plated steel ball, teflon seats, and lever handle. Victaulic, Anvil Gruvlok, Grinnell, or Shurjoint ball valves are acceptable if grooved piping is used. Valves mounted higher than 7'-0" A.F.F. shall be provided with chain, wheel, and guides. Basis of design: Apollo #77CLF-A Series.

2.2 PIPING SYSTEMS CLEANING & PRESSURE TEST

A. Geothermal Supply and Return Water Piping:

1. The Mechanical Contractor shall fill each piping system with clean fresh water prior to cleaning and thoroughly leak check system piping. The system shall be flushed for a minimum of 5 hours.
2. All geothermal piping shall be tested in accordance with the requirements of local adopted code, latest edition.

Other piping systems shall be tested hydrostatically to 1.5 times the operating pressure but not less than 100 psi, for a minimum period of twenty four (24) hours. If the test pressure falls more than 5 percent during the test period, the leak shall be located, repaired, and the test repeated.

3. Piping shall be tested before insulation has been installed. The use of chemicals or compounds to stop leaks shall not be permitted.
4. A test report shall be submitted for each piping system test.

2.3 INSULATION

A. General:

1. All insulation shall have composite fire and smoke hazard ratings, as tested by ASTM E-84, NFPA 255, and UL 723, not exceeding:

Flame Spread	25
Smoke Developed	50

B. Piping Insulation – Geothermal SUPPLY only. (All RETURN piping shall NOT be insulated):

1. Insulation shall be pre-formed fiberglass insulation with a vapor barrier jacket. Insulation shall have a conductivity not exceeding 0.27 Btu-inch/hour-sq. ft.-°F. Lap and butt joints shall be sealed with pressure sensitive joint sealing tape of the same finish as the insulation jacket to provide a continuous vapor seal. Fittings and valves shall be insulated with PVC fitting covers and fiberglass insulation inserts, or with hydraulic setting insulating cement and four ounce canvass jacket with vapor barrier adhesive. Insulation thickness shall be as follows:

Fluid	Nominal Pipe Diameter
	1 ½" to < 4"
Geothermal Supply	2½"

F. Piping Insulation - Exterior (Outdoor) Piping:

1. Piping located outdoors shall be insulated as specified above. In-addition piping shall be covered with a weather-proof aluminum alloy 3003 or 3105 jacket meeting ASTM standard B209, minimum 0.016" thick, installed per the manufacturers installation requirements. At a minimum the following installation shall occur. The jacketing overlap shall be a minimum of 2". Horizontal piping shall have the jacket seams located at the 3 o'clock or 9 o'clock position with the seam joint openings point downward to shed moisture. Vertical piping shall have the upper jacket seams overlap the lower seam to shed moisture. Valve handles and gauges shall be positioned on the bottom to help prevent water penetration. Banding shall be used to secure the jacketing; screws, rivets, and all other fasteners capable of penetrating the underlying vapor retarder shall be prohibited. Jacketing sealant shall be applied to all longitudinal and circumferential joints and the sealant shall be located between the aluminum jacket, not at the outer lip.

2.4 SEISMIC SUPPORTS

- A. All equipment, ductwork, and piping shall be seismically supported as required by the International Building Code, latest edition.

PART 3 - EXECUTION

3.1 WORKMANSHIP

A. General:

1. Install all materials and equipment as shown and in strict accordance with the applicable codes for the State and/or city. Plans do not attempt to show exact details of all piping and ductwork, and no extra payment will be allowed for offsets required due to obstructions by other trades. All work shall be done in a neat and orderly fashion and left in a condition satisfactory to the Architect/Engineer.
2. All piping shall be run parallel or perpendicular to established building lines. Install piping so as to allow for expansion. Install all valves with stems horizontal or above. Install air vents at all high points. Provide all piping which passes through walls, floors, or ceilings with standard weight pipe sleeves.

B. Insulation:

1. All piping insulation shall be applied over clean, dry surfaces after system has been pressure tested and any leaks corrected. Finished appearance of all insulation shall be smooth and continuous.

END OF SECTION 230100

PART 2 - MATERIALS

2.2 GENERAL

- A. All components shall meet the requirements of the applicable sections of the ISPWC, Owner's Revisions to the Standard Specifications, in addition to the requirements specified herein.

PART 3 - WORKMANSHIP

3.2 INSTALLATION

- A. Field verify vertical and horizontal location of existing geothermal pipelines.
- B. Expose existing main and verify pipe size, type of material, and thrust blocking configuration.
- C. Work shall be planned and scheduled to minimize the disruption to the geothermal system operation. Coordinate at least 72 hours prior to commencing connection work with Owner on temporary geothermal system closure.
- D. Remove and dispose existing thrust blocks and all other obstructions to accommodate the intended improvements, regardless of size, type, or composition of obstruction. Dispose of these items, off-site, at an approved facility per local, state and federal regulations. Burying or burning of these materials on-site shall be prohibited.
- E. Furnish and install all necessary fittings, couplings, restraints, thrust blocks to make connection.
- F. Furnish and install any necessary temporary fittings, valves, and related appurtenances to allow adequate filling of new line, and expulsion of air.
- G. Pressure test per Section 401, ISPWC.
- H. All fittings shall be kept clean and free from damage.

PART 4 - MEASUREMENT AND PAYMENT

- 4.2 Measurement shall be on the units listed on the Bid Form regardless of existing main connection size, and shall include all equipment, labor, tools, materials, dewatering, bedding, demolition, removal, and disposal of obstructions to accommodate the work, cutting existing pipe, connection to existing main, thrust blocks, couplings, restraints, temporary line flushing appurtenances, testing, and other related miscellaneous work and incidental work required to complete this item as shown on the Plans and described in the Specifications and elsewhere in the Contract Documents.
 - A. Bid Schedule Payment: SP-2190.4.1.A.1
 - B. Bid Schedule Description: Connect to Existing Geothermal Main – Location _____ Each (EA).

END OF DIVISION 00820

APPENDIX 'A'

- *Property Owner Release Form*

PROPERTY OWNER RELEASE FORM

Subject Property Owner _
Subject Property Address _

Work performed within the permanent and/or temporary construction easement on the subject property was limited to: (check all that apply)

- ☐ Geothermal Pipeline
- ☐ Water Main
- ☐ Utility Relocation or Re-establishment
- ☐ Surface Repair
- ☐ Disposal of Waste Materials off-site
- ☐ Construction Staging Area

Contractor review of the completed restoration work effort was performed on
_ Day of _____, 20__ at _____ (P.M.) (A.M.). It is my opinion the area has been
satisfactorily restored to a condition equal to or better than conditions prior to construction.

Construction Superintendent Signature

Date

I _____ (owner's name) have reviewed the Contractor's restoration work
operations along the subject property and it has been performed to a satisfactorily degree including, but
not limited to:

- Backfill and compaction around piping
- Replacement of disturbed with appropriate surface repair
- Repair/replacement of items damaged by the Contractor
- Removal of construction debris including rocks and stones
- Utility repair
- Surface restoration completed
- Irrigation/drainage conveyance Systems functional

Property Owner Name (print or type)

Property Owner Signature

Date

APPENDIX ‘B’

- *Waste Shipment Record*

WASTE SHIPMENT RECORD

1. Work Site Name & Address:	Owners Name:	Owners Phone:
2. Operators Name & Address:		Operators Phone:
3. Waste Disposal Site (WDS) Name, Address and Physical Site Location:		WDS Phone:
4. Name and Address of Responsible Agency:		
5. Description of Materials:	6. Containers Type	7. Total Quantity m3 (yd3)
8. Special Handling Instructions and Additional Information:		
9. OPERATOR=S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulation.		
Printed/Typed Name & Title:	Signature:	Month Day Year
10. Transporter 1 (Acknowledgment of receipt of materials)		
Printed/Typed Name & Title:	Signature:	Month Day Year
11. Transporter 2 (Acknowledgment of receipt of materials)		
Printed/Typed Name & Title:	Signature:	Month Day Year
Mailing Address:		Phone:
12. Discrepancy Indication Space:		
13. WASTE DISPOSAL SITE OWNER/OPERATOR: Certification of receipt of asbestos materials covered by this manifest except as noted in 12.		
Printed/Typed Name & Title:	Signature:	Month Day Year

GMP 4
Assumptions and Clarifications

Traffic Control

- Repair work completed while keeping sidewalk open
- Orange Fence Panels around work area with signage
- Lane Closures 24 hr on Capitol, Idaho and Bannock for Geothermal Install
- Coordination for work on Idaho with Farmer's Market, shared space on Idaho for one weekend

Pavers and Hardscape

- Repair settled, and Damaged pavers as identified on Repair Worksheet

Furnishings

- Upgrade 15 Bollards with new
- Provide and Install (30) 4 ft Benches (ParkCatalog 4ft Cast iron with Wood Slats)
- Install (53) Bike Racks
 - Demo (14) existing bike racks and replace with new style
- Replace old style Tree Grate with New Kiva Style

Light Poles and Electrical

- Provide (50) LED Retrofit Heads for existing light poles
- Labor to Install with remaining budget from 8th Street Repair Work

Geothermal

- City provided parts order to cover all fiberglass pipe and fittings
- Remove and Replace Curb on Idaho St above existing geothermal line
- Brick Paver Patch Back
- Storage Items in building to be relocated by owner to allow work area in basement

Allowances

- \$10,500 Misc Repair Items
- \$2,500 Misc Repair Material Allowance
- \$123,656 for Brick Paver Repair Approx. 9,512 sqft (Salvage Bricks or Owner Supplied)
- \$20,000 Tree Replacement and Irrigation Repairs
- \$1,000 Misc Geothermal Parts Allowance (City Provided Major Items)



AGENDA BILL

Agenda Subject: Resolution #1567 amending the Type 1 Agreement with Business Interiors of Idaho, Inc.		Date: August 13, 2018
Staff Contact: Laura Williams	Attachments: 1) Resolution 2) Amendment 3) Agreement	
Action Requested: Adopt Resolution 1567, amending the Type 1 Agreement with Business Interiors of Idaho to increase the Not-to-Exceed amount to \$150,000.		

Background:

In January, the CCDC Board of Commissioners approved a Type 1 Agreement with Business Interiors of Idaho, Inc. to reimburse for up to \$120,000 for new awnings in the public right-of-way. Since the agreement execution, the cost estimate to fabricate and install the awnings has risen significantly and Business Interiors of Idaho (BII) is requesting an increase of the not-to-exceed amount to \$150,000. CCDC's Type 1 Participation Program allows for up to \$150,000 in reimbursement.

The cost escalation was caused by two primary factors: 1) that additional steel and welding is required, because the as-built drawings had shown incorrectly sized and faced columns, leading to redesigned mounting points; and 2) it was determined that a crane would be necessary to properly mount the awnings on the redesigns mounting points.

The awning design, size, and location have remained the same and continue to meet the CCDC required specifications. The installation of the new awnings is scheduled to be complete in September.

Fiscal Notes:

The Central District Closeout budget has enough funding to cover the additional \$30,000 in reimbursement costs, requested by BII. The Type 1 reimbursement will be paid upon completion of the project, and prior to the Central District closeout on September 30, 2018.

Staff Recommendation:

Adopt Resolution 1567, amending the Type 1 Agreement with Business Interiors of Idaho to increase the Not-to-Exceed amount to \$150,000.

Suggested Motion:

I move to adopt Resolution 1567.

Attachment 1 – Resolution 1567

RESOLUTION NO. 1567

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 THE TYPE 1 AGREEMENT WITH BUSINESS INTERIORS OF IDAHO, INC. TO INCREASE THE NOT-TO-EXCEED AMOUNT FROM \$120,000 TO \$150,000; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT AND EXPEND FUNDS; 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, Business Interiors of Idaho, Inc ("BII"), owns or controls certain real property at 176 S. Capitol Boulevard, Boise, Idaho (the "Site") located in the Boise Central Urban Renewal District ("Central District"), as created by the Boise Central District Plan; and,

WHEREAS, BII intends on making improvements to the systems and exterior of the building on the Site and desires to install new awnings that extend over the public right-of-way (the "Project"); and,

WHEREAS, the Agency has in place a Participation Program which includes the Type 1 Assistance Program under which the Agency reimburses developers for construction of public improvements including awnings which meet Agency's requirements; and,

WHEREAS, on January 8, 2018 the CCDC Board of Commissioners approved the Type 1 Participation Program Agreement and exhibits thereto ("Agreement") with BII whereby BII will construct the Project and the Agency will reimburse BII for constructing public improvements as specified in the Agreement; and,

WHEREAS, BII experienced cost escalations between the design drawings and construction permits due to additional steel material needed, welding labor hours required, and the previously unanticipated use of a crane to install. The additional costs account for over \$38,000 in estimated expenses; and,

WHEREAS, attached hereto as Attachment 1 and incorporated herein as if set forth in full is the Type 1 Participation Program Agreement Amendment and exhibits thereto ("Amendment") increasing the original not-to-exceed reimbursement amount to \$150,000; and,

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Amendment and to authorize the Executive Director to execute the Amendment.

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

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

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

Section 3: That the Executive Director of the Agency is hereby authorized to sign the Amendment and to execute all necessary documents required to implement the actions contemplated by the Amendment, 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 Amendment or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Amendment and the comments and discussions received at the August 13, 2018, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Amendment and to perform any and all other duties required pursuant to said Amendment.

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 August 13, 2018.
Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the
Board of Commissioners on August 13, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
David H. Bieter, Secretary

Attachment 2 – Amendment

AMENDMENT NO. 1 TO THE TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT

THIS AMENDMENT NO. 1 to the Type 1 Streetscape Grant Participation Agreement ("Amendment") 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 Business Interiors of Idaho, Inc. ("Participant"). CCDC and Participant may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. Participant owns or controls certain real property, more commonly known as Business Interiors of Idaho, located at 176 S. Capitol Blvd, Boise, Idaho (the "Project Site"). The Project Site is undergoing building renovations including installing awnings in the right-of-way.

B. The Parties entered into a Type 1 Streetscape Grant Participation Agreement, effective January 16, 2018 ("Agreement"), agreeing that if Participant constructed certain improvements in the public right-of-way, CCDC would reimburse Participant for certain eligible expenses as detailed in the Agreement in order to achieve the objectives set forth in the Central District Urban Renewal Plan and in accordance with CCDC's Participation Program.

C. In the time between the original contract execution and the start of construction of the certain improvements (scheduled for August 2018), the Participant changed contractors and hence discovered that the original contractor had not included all the pertinent costs of the awnings in the cost estimate, and the awning costs have increased by \$38,349 to a total of \$192,000.

D. The Type 1 Streetscape Grant Participation Agreement allows for a not-to-exceed reimbursement amount of \$150,000.

E. CCDC and Participant desire to amend the Agreement as set forth herein to increase the reimbursement amount from \$120,000 to the maximum \$150,000 allowed on a Type 1 Participation Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Amendment No. 1; the mutual covenants contained herein and contained in the original Agreement; and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. **Supplemental Scope of Work and Schedule of Values:** The Parties agree that the Project is amended to include the additional costs of the awning improvements as depicted on **Exhibit A**, attached hereto and incorporated herein. To complete the improvements depicted on Exhibit A, the Estimate from Participant's contractor, Wright Brothers, The Building Company, dated July 31, 2018, included in the attached **Exhibit A**, is hereby made a part of the Agreement between the Parties.

2. **Section 2. Construction of the Project:**

b. The Schedule of Eligible Streetscape and Infrastructure Costs (Exhibit C) (“Estimated Eligible Costs”) as approved on January 16, 2018 is hereby deleted and replaced in its entirety with the “Updated Exhibit C” – T1 Eligible Costs Application Form, attached hereto as **Exhibit A**.

3. **Section 6. CCDC’s Reimbursement Payment Amount** is hereby amended to read as follows:

In accordance with the Participation Program, CCDC agrees to reimburse Participant 100% of Actual Eligible Costs not to exceed ~~\$120,000~~ **\$150,000**. Actual Eligible Costs do not include soft costs (e.g., architectural and engineering design, permits, traffic control, mobilization, and overhead).

4. All other terms and conditions of the Agreement remain in full force and effect.

End of Amendment No. 1 | Signatures appear on the following page.

IN WITNESS WHEREOF, an authorized representative of each Party, intending to be bound by this Amendment No. 1, executed this Amendment No. 1 to be effective on the date last written below.

FOR CAPITAL CITY DEVELOPMENT CORPORATION:

By: _____
John Brunelle, Executive Director

Dated: _____

Approved as to form:

Mary Watson, General Counsel | Contracts Manager

FOR BUSINESS INTERIORS OF IDAHO, INC.:

By: _____
Jeff Heath, CEO

Dated: _____

ATTACHED

Exhibit A: Updated Exhibit C – T1 Eligible Costs Application Form
(including Estimate from Wright Brothers – 3 pages)

Budget Info / For Office Use	
Fund/District	301
Account	6251
Activity Code	18020
PO #	180140
Due Date	September 30, 2018
TO Term	September 30, 2018

CCDC Participation Program
T1 Eligible Costs Application Form
 Actual Eligible Costs To Be Determined by CCDC

Project Name: Business Interiors of Idaho

Plan Date: 8/2/2018

Prepared By: CCDC

AWNING IMPROVEMENTS: (In right-of-way)

#	ITEM DESCRIPTION:	UNIT (SF, LF, etc.)	UNIT PRICE (In \$)	QUANTITY	TOTAL COST
SITE PREPARATION:					
1	Demolition	Unit	3,032	7	21,224
2	Masonry Work (Patch Brick)	Unit	806	7	5,642
3	Metals	Unit	8,119	7	56,833
4	Wood & Plastics	Unit	3,381	7	23,667
5	Roofing	Unit	560	7	3,920
6	Painting	Unit	595	7	4,165
7	Labor	Unit	1,315	7	9,205
8	Crane Mounting	Unit	855	7	5,985
9	Contractor Profit	Unit	751	7	5,257
	Contingency (10%)				13,064
TOTAL ELIGIBLE COSTS:					148,962
AGREEMENT NOT-TO-EXCEED AMOUNT					150,000

Important Note:

Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.



Standard Estimate Report
18_181 BII Awnings

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Estimator:
Project Manager: Jeremy Schalk
Project Coordinator: Trevor Wright
Superintendent:
Bid Date:
Job Size:
Duration:
Project Budget:
Bid Bond:
Project LD's:

Item	Description	Takeoff Qty	Unit Cost	Subcontract		Name	Total
				Amount	Amount		
* unassigned *							
1000.00	GENERAL REQUIREMENTS						
1101.00	Personnel: Supervision						
	00 Project Manager	0.10 week	-	-			284
	05 Assistant Project Manager	0.10 week	-	-			123
	10 Superintendent	0.50 week	-	-			907
	Personnel: Supervision						1,315
	28.00 Labor hours						
1511.00	Temp Utilities						
	13 Temp Toilet	0.10 mnth	-	-			13
	Temp Utilities						13
1592.10	Controls: Traffic						
	10 Traffic Control		-	95			95
	Controls: Traffic						95
1900.00	Permits & Fees						
	10 Permits Excluded		-	-			
1905.00	Allowances						
	20 Crane/Mounting		-	855			855
	Allowances						855
	GENERAL REQUIREMENTS			950			2,277
	28.00 Labor hours						
2050.00	DEMOLITION						
2050.01	Demo: Subcontractors						
	20 Sub: Demolition			1,349			1,349
	20 Lift			135			135
	20 Demolition Equipment			45			45
	20 Truck & Trailer for Removal			97			97
	Demo: Subcontractors						1,626
2076.00	Demo: Masonry						
	40 Saw Masonry	5.00 lnft	80.00 /lnft	400			413
	60 Rem Brick For Opening (Hand)	2.00 sqft	490.50 /sqft	981			994
	Demo: Masonry						1,406
	0.90 Labor hours						
	0.10 Equipment hours						
	DEMOLITION			3,007			3,032
	0.90 Labor hours						
	0.10 Equipment hours						
4000.00	MASONRY						
4030.01	Misc: Patch Jambs						
	10 Patch Reg Brick	0.00 lnft	-	806			806
	Misc: Patch Jambs						806
	MASONRY			806			806
5000.00	METALS						
5000.01	Division 5 Subcontractors						
	1 SQS			43			43



Standard Estimate Report

18_181 BII Awnings

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Estimator:
Project Manager: Jeremy Schalk
Project Coordinator: Trevor Wright
Superintendent:
Bid Date:
Job Size:
Duration:
Project Budget:
Bid Bond:
Project LD's:

Item	Description	Takeoff Qty	Unit Cost	Subcontract		Name	Total
				Amount			Amount
5000.01	Division 5 Subcontractors						
7	Misc Steel Erection LSum			<u>2,297</u>			<u>2,297</u>
	Division 5 Subcontractors			2,340			2,340
5110.50	Structural: Channels						
a05b	Amer Std Channel C 5x9	0.00	Inft	-			<u>2,343</u>
	Structural: Channels			<u>2,343</u>			<u>2,343</u>
5500.00	Metal Fabrications						
00	Metal Fabrication -Tension Rods			<u>500</u>			<u>500</u>
00	Metal Fabrication -Mounts & Attachment			<u>2,936</u>			<u>2,936</u>
	Metal Fabrications			3,436			3,436
	METALS			8,119			8,119
6000.00	WOOD & PLASTICS						
6000.01	Division 6 Subcontractors						
1	Carpentry Labor Only			<u>1,755</u>			<u>1,755</u>
	Division 6 Subcontractors			1,755			1,755
6106.00	Framing: Studs 2x4 > 2x8						
n	220 2x8x10	0.00	each	<u>1,626</u>	CS		<u>1,626</u>
	Framing: Studs 2x4 > 2x8			<u>1,626</u>			<u>1,626</u>
6117.00	Plywood: Roof Sheathing						
n	34 Roof Sheathing 3/4 "	0.00	sqft		CS		
6125.00	Wood Siding						
n	60 T&G Cedar Lap 8"	0.00	Inft		CS		
	WOOD & PLASTICS			3,381			3,381
7000.00	THERMAL & MOISTURE PROT						
7413.30	Metal Roof Panels						
n	10 Standing Seam Metal Roof Panels	150.00	sf	3.733 /sf	<u>560</u>	CS	<u>560</u>
	Metal Roof Panels				<u>560</u>		<u>560</u>
	THERMAL & MOISTURE PROT			560			560
9000.00	FINISHES						
9910.01	Painting: Exterior						
5	Paint Exterior Complete			-	<u>595</u>		<u>595</u>
	Painting: Exterior				<u>595</u>		<u>595</u>
	FINISHES			595			595
	* unassigned *			17,418			18,770
	28.90 Labor hours						
	0.10 Equipment hours						

Estimate Totals

Description	Amount	Totals	Rate
Labor	1,333		
Material	3		
Subcontract	17,418		
Equipment	5		
Other	13		



Standard Estimate Report
18_181 BII Awnings

Page 3A
7/31/2018 10:34 AM

Estimator:
Project Manager: Jeremy Schalk
Project Coordinator: Trevor Wright
Superintendent:
Bid Date:
Job Size:
Duration:
Project Budget:
Bid Bond:
Project LD's:

Estimate Totals

	<u>18,772</u>	18,772	
		18,772	
Overhead	1,877		10.000 %
Profit	<u>751</u>		4.000 %
	2,628	21,400	
Total		21,400	

9 units @ \$21,400/unit = \$192,600

7 units in ROW @ \$21,400/unit = \$149,800

Attachment 3 - Agreement



TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT

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

RECITALS

A. Participant owns or controls certain real property located 176 S. Capitol Blvd, Boise, Idaho (the "Project Site") which is more accurately depicted on attached **Exhibit A**. The Project Site is undergoing building renovations including installing awnings in the right-of-way.

B. As part of the improvements to the Project Site, Participant intends to install 9 awnings, 7 of which are in the public right-of way adjacent to the Project Site to replace existing canopies (the "Project"). The Project is more accurately depicted on attached **Exhibit B**. The Project meets the requirements of the Type One Participation Program and also promotes a CCDC objective to enhance the pedestrian environment downtown.

C. The Project is located in the Boise Central Urban Renewal District ("Central District"). The CCDC Board of Commissioners has adopted the CCDC Participation Program Policy which includes standards for functional awnings eligible for reimbursement through the CCDC Participation Program.

D. The Project is consistent with CCDC's Participation Policy regarding awning specifications. The project must meet the following criteria; Greater than or equal to 75% of ground floor frontage has functional awnings with a minimum depth of 5 feet. Functional awnings include awnings or canopies of a durable material including but not limited to metal, polycarbonate, and durable fabric. Awnings meeting this definition shall be located on a building plane parallel with the property line adjoining public right-of-way, have a minimum depth of five feet, and extend five feet over public right-of-way.

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

AGREEMENTS

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

1. **Effective Date.** The effective date (“Effective Date”) of this Agreement shall be the date when this Agreement has been signed by the Participant and CCDC (last date signed) and shall continue until: 1.) the completion of all obligations of each Party; or 2.) September 30, 2018, whichever comes first.

2. **Construction of the Project.** Participant agrees to construct the Project consistent with the following:

- a. The Project shall be constructed in accordance with the overall City of Boise (“City”) infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards adopted as part of the Plan.
- b. The Parties agree that the Project is depicted on **Exhibit B**, with cost estimates for eligible items described in the Schedule of Eligible Streetscape and Infrastructure Costs in **Exhibit C** (“Estimated Eligible Costs”). Any other public improvements that are constructed by the Participant as part of the improvements to the Project Site are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC’s reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.

3. **Initial Construction Funding.** Participant shall pay for all of the costs of construction for the Project. CCDC acknowledges that the Schedule of Eligible Streetscape and Infrastructure Costs attached as **Exhibit C** is an estimate by Contractor and that actual costs for the Project, as well as each line item of cost, may be more or less than is shown.

4. **Notification of Completion; Inspection.** Upon completion of construction, Participant shall notify CCDC in writing and request a final construction inspection and/or a meeting with CCDC to determine if the Project meets the requirements of this Agreement. At CCDC’s sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, before providing written confirmation of compliance. CCDC shall provide Participant with written confirmation that the Project has been completed in compliance with this Agreement.

5. **Determining Actual Payment after Completion of Construction.** Participant shall provide appropriate documentation (“Cost Documentation”) to CCDC that Participant has expended funds for eligible costs in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant’s notification to CCDC that construction of the Project is complete and shall include:

- a. Schedule of values that includes line items for the Project approved by CCDC for reimbursement so they are identifiable and separate from other line items (“Schedule of Values”).
- b. Invoices from Participant’s general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Project in comparison to the amount used for the remainder of improvements to the Project Site.

- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation as requested by CCDC.
- d. A notarized affidavit by Participant that all materials have been paid for, that all subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
- e. Additional documentation or clarifications may be required and requested by CCDC.
- f. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way.

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

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

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

6. CCDC's Reimbursement Payment Amount. In accordance with the Participation Program, CCDC agrees to reimburse Participant 100% of Actual Eligible Costs not to exceed \$120,000. Actual Eligible Costs do not include soft costs (e.g., architectural and engineering design, permits, traffic control, mobilization, and overhead).

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

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

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

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

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

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

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

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

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

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

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

If to Participant:

Business Interiors of Idaho, Inc.
c/o Jeff Heath
176 S. Capitol Blvd
Boise, Idaho 83702
208-384-5050
jeff@biimail.com

If to CCDC:

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

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

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

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

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

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

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

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

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

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

CCDC:

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



John Brunelle, Executive Director

Date 1/16/18

PARTICIPANT:

Business Interiors of Idaho, Inc.

By: Jeff Heath

Its: CEO



Date 1-2-18

APPROVED AS TO FORM



Exhibits

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

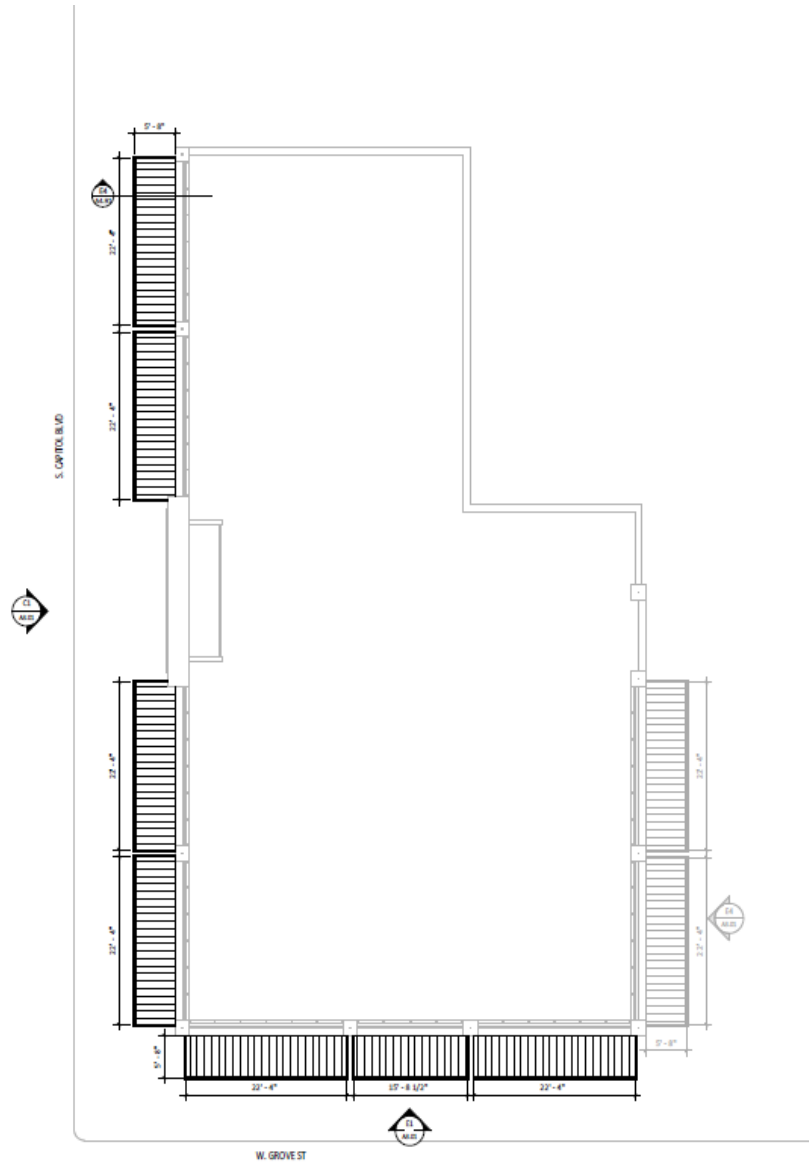
Exhibit A: Project Site Map



Exhibit B: Project Depiction



E3
A2.00
AWNINGS - PLAN VIEW
1/8" = 1'-0"



GENERAL NOTES

1. UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO THE FACE OF STUDS FOR GAW WALLS / PARTITIONS.
2. UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO FACE OF FINISHED MASONRY FOR CMU.
3. FOR WALLS NOT DESIGNATED WITH A WALL TYPE, COORDINATE WITH STRUCTURAL DRAWINGS & WALL SECTIONS.

LEGEND

- TOILET AND BATH ACCESSORY, RE: SHEET XXXX
- DOOR SYMBOL, RE: DOOR SCHEDULE, SHEET XXXX
- WALL TYPE, RE: SHEET XXXX
- WINDOW TYPE, RE: WINDOW FRAME TYPE SHEETS, SHEET XXXX
- FIRE EXTINGUISHER CABINET, RE: DIVISION 10-SPECIALTIES 10 AND SHEET XXXXX
- FLOOR DRAIN, COORDINATE WITH PLUMBING DRAWINGS.
- STEEL STUD WALL AND GYPSUM BOARD WALL, RE: WALL TYPES.
- CONCRETE MASONRY UNIT (CMU) WALL, RE: WALL SECTIONS, WALL TYPES, EXTERIOR & INTERIOR ELEVATIONS, COORDINATE WITH STRUCTURAL DRAWINGS.
- CONCRETE WALL, RE: WALL SECTIONS, WALL TYPES, EXTERIOR & INTERIOR ELEVATIONS, COORDINATE WITH STRUCTURAL DRAWINGS.
- MASONRY VENEER, RE: WALL SECTIONS, WALL TYPES, EXTERIOR & INTERIOR ELEVATIONS, COORDINATE WITH STRUCTURAL DRAWINGS.

PROGRESS SET - NOT FOR CONSTRUCTION

Exhibit C: Schedule of Eligible Costs

CCDC Participation Program					
T1 Eligible Costs Application Form					
Actual Eligible Costs To Be Determined by CCDC					
Project Name: Business Interiors of Idaho		Plan Date: 11/27/2017		Prepared By: CCDC	
STREETSCAPE IMPROVEMENTS: (In right-of-way)					
#	ITEM DESCRIPTION:	UNIT (SF, LF, etc.)	UNIT PRICE (In \$)	QUANTITY	TOTAL COST
SITE PREPARATION:					
1	Surface demolition	0	0	0	0
2	Asphalt demolition	0	0	0	0
3	Curb and gutter demolition	0	0	0	0
4	Saw cut	0	0	0	0
5	Replace subbase	0	0	0	0
6	Stand alone tree removal	0	0	0	0
SIDEWALK WORK:					
7	Scored concrete sidewalk	0	0	0	0
8	Dry laid brick	0	0	0	0
9	Pedestrian ramp	0	0	0	0
10	Truncated dome	0	0	0	0
11	Lawn parkway	0	0	0	0
12	Irrigation	0	0	0	0
SITUATIONAL FURNISHINGS:					
13	Street trees	0	0	0	0
14	Tree grates & frames	0	0	0	0
15	Trench drain cover	0	0	0	0
16	Historic street light	0	0	0	0
17	Bench	0	0	0	0
18	Bike rack	0	0	0	0
19	Litter receptacle	0	0	0	0
20	Pre-cast planter	0	0	0	0
OTHER:					
21	Asphalt repair	0	0	0	0
22	Concrete curb cut	0	0	0	0
23	Vertical curb and gutter (6")	0	0	0	0
24	Meyers cabinet	0	0	0	0
25	Water meter	0	0	0	0
26	Utility Poles/Utility Undergrounding	0	0	0	0
27	Awnings	SF	123	880	108,398
28	TBD	0	0	0	0
Contingency (10%)					10,840
TOTAL ELIGIBLE COSTS:					119,238
AGREEMENT NOT-TO-EXCEED AMOUNT					120,000
Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.					

NOTE: Total reimbursement Not-to-Exceed \$120,000.



**FY 2018 Year-To-Date Financial Report (Unaudited)
Through THIRD QUARTER
October 1, 2017 - June 30, 2018**

Prepared by: Joey Chen, Controller
Date: August 6, 2018



FY2018 Year-to-Date Financial Report (Unaudited)
Through THIRD QUARTER
October 1, 2017 – June 30, 2018

REVENUES:

The actual tax increment revenue are consistent with expectation and within 1% 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 6% below budget as revenue from both new garages were included in the budget beginning in February.

EXPENSES:

As of June 30, 2018, Agency's operating expenses were 60% of the annual budget amount. Capital outlay expenditures for the first three quarters were below budget. Expenses for several major projects, such as wayfinding and 5th & Broad garage purchase, were canceled. Several major projects, such as Westside District's mixed-used catalyst development project (\$14.6 million), will be carry forwarded to FY19.

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 Total	FY2018 Budget To Date	FY2018 Actual To Date	YTD Actual To Budget Variance %
REVENUE SUMMARY				
Revenue from Operations	YTD Estimate			
Revenue Allocation (Tax Increment).....	17,370,000	10,612,040	10,728,586	1%
Parking Revenue.....	8,018,078	6,102,953	5,755,025	-6%
Other Revenues (Various Reimbursements).....	1,072,700	155,025	140,959	-9%
Subtotal	\$ 26,460,778	\$ 16,870,018	\$ 16,624,570	-1%
Other Sources	YTD Estimate			
Misc. Revenues (Grants/Leases/Property Transactions).....	277,000	277,000	306,558	11%
Term Loan/Bond Financing.....	14,600,000	-	-	0%
Use of (Transfer to) Working Capital / Fund Balance.....	24,370,131	14,303,415	7,447,861	-48%
Subtotal	\$ 39,247,131	\$ 14,580,415	\$ 7,754,419	-47%
Subtotal - Revenue from Operations	\$ 65,707,909	\$ 31,450,433	\$ 24,378,989	-22%
Pass-Through Revenue	YTD Estimate			
Ada County Parcels Ground Leases.....	406,658	67,244	67,244	0%
Subtotal	\$ 406,658	\$ 67,244	\$ 67,244	0%
TOTAL REVENUE	\$ 66,114,567	\$ 31,517,677	\$ 24,446,233	-22%
EXPENSE SUMMARY				
Operating Expense	Q2 Note: OE budget 75% expended.			
Interagency Partnerships.....	159,750	119,813	95,901	-20%
Legal Services.....	218,000	163,500	176,062	8%
Parking Operator (Contractor).....	1,912,074	1,434,056	1,397,816	-3%
Personnel Costs.....	1,984,300	1,488,225	1,478,722	-1%
Professional Services	2,105,900	1,579,425	642,605	-59%
Rent/Maintenance/Office.....	1,239,751	929,813	834,263	-10%
Repairs/Maintenance: Streets & Facilities.....	497,000	372,750	227,741	-39%
Subtotal	\$ 8,116,775	\$ 6,087,581	\$ 4,853,109	-20%
Debt Service & Contractual Obligations	Q2 Note: Principal being paid Q4.			
Parking Garage Debt Service/Contractual Obligations.....	7,893,534	514,052	514,052	0%
Capital Outlay	Q2 Note: CO budget 50% expended.			
Capital Improvement Plan (CIP) Projects.....	47,407,100	23,703,550	18,529,797	-22%
Parking Reinvestment Plan.....	2,290,500	1,145,250	482,030	-58%
Subtotal	\$ 49,697,600	\$ 24,848,800	\$ 19,011,828	-23%
Subtotal - Expenses for Operations	\$ 65,707,909	\$ 31,450,433	\$ 24,378,989	-22%
Pass-Through Expense	YTD Estimate			
Ada County Parcels Ground Leases.....	406,658	67,244	67,244	0%
Subtotal	\$ 406,658	\$ 67,244	\$ 67,244	0%
TOTAL EXPENSE	\$ 66,114,567	\$ 31,517,677	\$ 24,446,233	-22%

FY2018 OPERATING REVENUES through 3rd Quarter

QUARTERLY REVENUE REPORT PROPERTY TAX REVENUE ALLOCATION DISTRICT (RAD) & PARKING SYSTEM SUMMARY Q3 (October 2017 thru June 2018)

Activity	FY 2017	FY 2018	FY 2018			
	Total Actual	Total Budget	YTD Budget	YTD Actual	YTD Variance \$	YTD Variance %
TIF BY DISTRICT						
Central	5,013,082	5,200,000	3,117,924	2,980,504	(137,420)	-4%
River-Myrtle / Old Boise	6,724,200	8,500,000	5,241,818	5,311,516	69,698	1%
Westside	2,624,575	3,000,000	1,838,537	2,002,660	164,123	9%
30th Street	506,815	670,000	413,761	433,907	20,146	5%
TOTAL RAD	14,868,672	17,370,000	10,612,040	10,728,586	116,546	1%
PARKING BY GARAGE						
9th & Main (Eastman)	1,199,576	1,472,969	1,127,503	1,061,576	(65,927)	-6%
Capitol & Main (Cap Terrace)	1,714,578	1,913,583	1,478,446	1,461,752	(16,694)	-1%
9th & Front (City Centre)	1,477,182	1,824,863	1,398,203	1,211,058	(187,145)	-13%
10th & Front (Grove st.)	1,063,500	1,206,862	919,432	866,175	(53,257)	-6%
Capitol & Front (Boulevard)	355,931	388,515	297,392	340,737	43,345	15%
Capitol & Myrtle (Myrtle st.)	824,314	974,498	732,346	704,290	(28,056)	-4%
5th & Broad	0	55,084	31,515	0	(31,515)	-100%
11th & Front	0	128,704	78,366	61,573	(16,793)	-21%
Misc. Parking	52,077	53,000	39,750	47,864	8,114	20%
TOTAL PARKING	6,687,158	8,018,078	6,102,953	5,755,025	(347,928)	-6%
Other	536,070	1,072,700	213,525	140,959	(72,566)	-34%
TOTAL	22,091,900	26,460,778	16,928,518	16,624,570	(303,948)	-2%

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	<u>\$26,460,778</u>

Capital City Development Corporation
Balance Sheet - Governmental Funds
June 30, 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	4,674,415	17,663,617	2,196,314	1,214,957	7,283,637	34,132,940
Accounts receivable	4,274	50	-	-	-	23,523	27,847
Interest receivable	4,763	-	-	-	-	-	4,763
Taxes receivable	-	1,954,959	3,029,994	948,070	252,527	-	6,185,550
Prepays	1,304	-	10,792	-	-	-	12,096
Restricted cash	-	1,888,740	2,095,134	-	-	2,758,129	6,742,003
Interest in partnership	-	-	130,000	-	-	-	130,000
Property held for resale or development	-	-	277,483	-	-	-	277,483
TOTAL ASSETS	1,110,341	8,518,164	23,207,020	3,144,384	1,467,484	10,065,289	47,512,682
LIABILITIES AND FUND BALANCES							
LIABILITIES							
Accounts payable	167,419	1,966,330	65,087	16,406	-	327,584	2,542,826
Accrued liabilities	185,743	-	-	9,387	-	-	195,130
Refundable deposits	-	-	-	13,951	-	-	13,951
Total liabilities	353,162	1,966,330	65,087	39,744	-	327,584	2,751,907
DEFERRED INFLOWS OF RESOURCES							
Unavailable property tax	-	1,954,959	3,029,994	948,070	252,527	-	6,185,550
Total deferred inflows of resources	-	1,954,959	3,029,994	948,070	252,527	-	6,185,550
FUND BALANCES							
Nonspendable	1,304	-	288,275	-	-	-	289,579
Restricted	-	4,596,875	19,823,664	2,156,570	1,197,930	2,258,119	30,033,158
Committed	-	-	-	-	-	500,000	500,000
Assigned	-	-	-	-	17,027	6,979,586	6,996,613
Unassigned	755,875	-	-	-	-	-	755,875
Total fund balances	757,179	4,596,875	20,111,939	2,156,570	1,214,957	9,737,705	38,575,225
TOTAL LIABILITIES DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	1,110,341	8,518,164	23,207,020	3,144,384	1,467,484	10,065,289	47,512,682

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



IV. ACTION ITEMS



AGENDA BILL

Agenda Subject: Relinquish and Transfer CCDC’s Interest in River Plaza LLC.		Date: August 13, 2018
Staff Contact: Ross Borden, Finance Director	Attachments: 1. Resolution 1561 2. Exhibit A: Memorandum of Relinquishment and Transfer of Interests of CCDC in River Plaza LLC 3. Exhibit B: Notice of Memorandum	
Action Requested: Adopt Resolution 1561 relinquishing and transferring CCDC’s interests in River Plaza LLC.		

Background:

CCDC purchased the site for the River Plaza mixed use housing and office project at 13th Street and Grand Avenue in 1996 to further an Agency goal of supporting housing in the River-Myrtle / Old Boise (RMOB) District. The River Plaza project was developed by a partnership that included the Agency, the non-profit Boise Housing Corporation, and others. The Agency sold the property to Boise Housing Corporation in November 1998 with a land write-down of \$216,020. Other Agency contributions included \$130,000 (budgeted to support housing in RMOB) for utility relocations and streetscaping, and ACHD impact fee credits of \$141,264. In return, the Agency received Special Limited Partner interest in the apartment portion of the project. This consideration was designed to compensate the Agency for its investment in the project upon sale of the project or refinancing of the project which results in any net cash. At the outset of the project, the Boise City/Ada County Housing Authority also joined as a limited partner as a result of its contribution of land then valued at \$250,000. The Housing Authority has since relinquished its interest.

What started out as River Plaza LP (limited partnership) is now River Plaza LLC (limited liability company) consisting of only two entities: BHC Idaho TE, a single member LLC wholly owned by the non-profit Boise Housing Corporation, as manager, and CCDC as the sole, special, limited member. That membership is of limited value to the Agency today as it would realize a return on its earlier investments only if the River Plaza apartments were sold. Given BHC's mission of providing long term, stable and affordable housing, which the River Plaza apartments of course do, there are no plans to do either now or in the foreseeable future. The River Plaza development has also contributed to the overall RMOB urban renewal plan goal-attainment.

All things considered, now is a good time for the Agency to relinquish and transfer its interest in River Plaza LP to BHC Idaho TE. Exhibit A, cooperatively negotiated, would accomplish that. In exchange BHC Idaho TE will pay CCDC \$30,000. Public notice of this disposition of Agency interest was published on July 11 and 25 allowing for the required 30 day comment period. A public comment opportunity is part of the Board's August 13 regular meeting agenda after which the Board will consider adopting Resolution 1561.

Fiscal Notes:

CCDC will receive \$30,000 from BHC Idaho TE to relinquish and transfer all Agency special membership interests in River Plaza LLC to BHC Idaho TE. The nominal value of the Agency's interest in River Plaza LLC as shown in Agency financial statements is \$130,000.

In the Agency's FY 2017 Audit Report, Note 2 – Interest in Partnership, states,

The Agency has made both cash and non-cash contributions to River Plaza Limited Partnership (the Partnership) in exchange for an ownership interest as the special limited partner. The Partnership owns an apartment complex. The Agency has recorded the investment on a cost basis of \$130,000. In accordance with the partnership agreement, there are no gains or losses allocated to the Agency. If the assets of the Partnership are sold or liquidated, the Agency is entitled to a 36.8% interest in the residual distribution upon sale or refinancing. The Agency is currently negotiating the sale of its ownership interest. Formal Board of Commissioners actions could occur in the first quarter of calendar year 2018.

Suggested Motion and Staff Recommendation:

I move adoption of Resolution 1561 relinquishing and transferring CCDC's interest in River Plaza LLC.

RESOLUTION NO. 1561

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, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION, APPROVING THE MEMORANDUM OF RELINQUISHMENT AND TRANSFER OF INTERESTS OF SPECIAL MEMBERSHIP INTERESTS OF CAPITAL CITY DEVELOPMENT CORPORATION IN RIVER PLAZA LLC; AUTHORIZING THE EXECUTION OF THE MEMORANDUM OF RELINQUISHMENT AND TRANSFER OF INTERESTS OF SPECIAL MEMBERSHIP INTERESTS OF CAPITAL CITY DEVELOPMENT CORPORATION IN RIVER PLAZA LLC BY THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR AND SECRETARY; AUTHORIZING ANY TECHNICAL CHANGES TO THE MEMORANDUM; AUTHORIZING THE CHAIR OR EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION REQUIRED TO IMPLEMENT THE MEMORANDUM; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council (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-Myrtle Street Plan”);

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

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

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the First Amendment to the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street, Urban Renewal Project and Renamed River Myrtle – Old Boise Urban Renewal Project (the “Amended River Myrtle-Old Boise Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 24-18 on July 24, 2018, approving the Amended River Myrtle-Old Boise Plan and making certain findings;

WHEREAS, River Plaza is an Idaho limited liability company having been initially organized and formed as an Idaho limited partnership in 1998 for the purposes of developing, owning and maintaining a multi-family housing project commonly known as River Plaza Apartments; and

WHEREAS, River Plaza was reconfigured from an Idaho limited partnership (“River Plaza LP”) to an Idaho limited liability company (“River Plaza LLC”) by the filing of the Statement of Conversion with the Idaho Secretary of State on December 4, 2014; and

WHEREAS, pursuant to the agreement of all the then partners in River Plaza LP, (1) the status of Boise Housing Corporation, an Idaho non-profit corporation, and tax exempt under Internal Revenue Code 501(c)(3), as general partner, was converted to that of a manager in River Plaza LLC, (2) BHC, a single member limited liability company wholly owned by Boise Housing Corporation, succeeded to the interests of Boise Housing Corporation, (3) the interest of Wegner in River Plaza LP was converted from a special limited partnership interest to that of a special member interest in River Plaza LLC, and (4) the interest of the Capital City Development Corporation was converted from special limited partner interest in River Plaza LP to that of a special member interest in River Plaza LLC; and

WHEREAS, the conversions above described were not intended to and did not create any variation in the distribution of profits, gains and losses on an operational basis, or upon refinance or sale; and

WHEREAS, Wegner succeeded to the interest of Boise City-Ada County Housing Authority pursuant to its purchase of what was then a special limited partnership interest in River Plaza LP from Boise City-Ada County Housing Authority, the agreed value of the land contributed by the Boise City-Ada County Housing Authority to River Plaza LP having a market value of Two Hundred Fifty Thousand Dollars (\$250,000) based upon a return equal to eight percent (8%) per annum on that \$250,000 (the “Special Priority Return Interest”) and the right to receive ten percent (10%) of the General Partner’s (now Manager’s) profits and gains, but not losses (“Special 10% Profits Interest”); and

WHEREAS, Wegner transferred all of its Special Priority Return Interest and Special 10% Profits Interest in River Plaza to BHC; and

WHEREAS, as a result of said conversions and transfers, the ownership regime of River Plaza today consists of two (2) entities, namely BHC as the manager, and CCDC as the sole member; and

WHEREAS, CCDC's interest in River Plaza owes its origin to CCDC's contribution of cash and non-cash contributions to River Plaza in exchange for what was originally a special limited partner interest and is today a special membership interest, which interest CCDC recorded on a cost basis of One Hundred Thirty Thousand Dollars (\$130,000); and

WHEREAS, CCDC's contribution consisted in part of credits obtained from the Ada County Highway District for its impact fees as well as street furniture and other improvements on the right-of-way adjacent to River Plaza Apartments; and

WHEREAS, such cash and non-cash contributions were contributed at the time and consideration in recognition of the fact that these improvements would enhance and expedite the development of the property within the River-Myrtle/Old Boise Urban Renewal Project Area (the "Project Area"), which, in turn, would contribute to the success and accelerate development in the Project Area, including private investment in the Project Area, which in turn would increase CCDC's income from tax increment sources; and

WHEREAS, development and redevelopment in the Project Area has, in large part, succeeded and occurred, with the result of the public reaping the benefits of CCDC's cash and non-cash contributions to River Plaza; and

WHEREAS, CCDC's special limited membership interest is, today, of limited value because it only realizes a return if the assets of River Plaza are sold or liquidated and there is today, and in the foreseeable future, no plans for selling or refinancing River Plaza Apartments and, further, that there has not been nor is there contemplated to be any gains or losses allocable to CCDC.

WHEREAS, the unlikelihood of any sale or refinance of River Plaza, which could generate proceeds to CCDC, is a product of BHC's non-profit status, its mission to provide long term, stable, affordable housing and its concomitant decision to retain River Plaza Apartments in perpetuity, as part of its inventory of affordable housing;

WHEREAS, as a result, CCDC is willing to relinquish and transfer its special membership interests in River Plaza to BHC in consideration of payment to CCDC in the amount of Thirty Thousand Dollars (\$30,000);

WHEREAS, BHC legal counsel and CCDC legal counsel with cooperation from CCDC staff have prepared a Memorandum of Relinquishment and Transfer of Interests of Special Membership Interests of Capital City Development Corporation in River Plaza LLC (the "Memorandum"), between CCDC and BHC, a copy of which is attached hereto as Exhibit A and incorporated herein as if set out in full;

WHEREAS, CCDC has previously published notice in the *Idaho Statesman* on July 11 and 25, 2018, seeking comment on the proposed disposition of its interest in River Plaza and of the August 13, 2018 Board meeting to approve the Memorandum, a copy of which notice is attached hereto as Exhibit B and incorporated herein by reference;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Memorandum as described and summarized at the August 13, 2018, Board meeting.

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. The above statements are true and correct.

Section 2: That the Memorandum, attached hereto as Exhibit A, is hereby incorporated herein and made a part hereof by reference and is hereby approved and accepted, recognizing technical changes or corrections which may be required prior to execution of the Agreement.

Section 3. That the Chair, Vice-Chair, or Executive Director and Secretary of CCDC are hereby authorized to sign and enter into the Memorandum and to execute all necessary documents required to implement the actions contemplated by the Memorandum, subject to representations by CCDC staff and CCDC legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Memorandum or other documents are acceptable, upon advice from CCDC's legal counsel that said changes are consistent with the provisions of the Memorandum and the comments and discussions received at the August 13, 2018, CCDC Board meeting; The Chair, Vice-Chair, or Executive Director are further authorized to accept any and all funds contemplated by the Memorandum and to perform any and all other duties required pursuant to said Memorandum.

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, also known as Capital City Development Corporation on August 13, 2018. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on August 13, 2018.

APPROVED:

By _____
Dana Zuckerman, Chair

ATTEST:

By _____
David Bieter, Secretary
4841-8416-6511, v. 3

**MEMORANDUM OF RELINQUISHMENT AND TRANSFER OF INTERESTS OF
SPECIAL MEMBERSHIP INTERESTS OF CAPITAL CITY DEVELOPMENT
CORPORATION IN RIVER PLAZA LLC**

THIS MEMORANDUM OF RELINQUISHMENT AND TRANSFER OF INTERESTS OF CAPITAL CITY DEVELOPMENT CORPORATION IN RIVER PLAZA (“Agreement”) is entered into effective _____, 2018 regarding its interests in River Plaza LLC, an Idaho limited liability company (“River Plaza”), by and between BHC Idaho TE, LLC, an Idaho limited liability company (“BHC”), and Capital City Development Corporation, an Idaho corporation, the Urban Renewal Agency of the City of Boise (“CCDC”).

RECITALS

WHEREAS, River Plaza is an Idaho limited liability company having been initially organized and formed as an Idaho limited partnership in 1998 for the purposes of developing, owning and maintaining a multi-family housing project commonly known as River Plaza Apartments; and

WHEREAS, River Plaza was reconfigured from an Idaho limited partnership (“River Plaza LP”) to an Idaho limited liability company (“River Plaza LLC”) by the filing of the Statement of Conversion with the Idaho Secretary of State on December 4, 2014; and

WHEREAS, pursuant to the agreement of all the then partners in River Plaza LP, (1) the status of Boise Housing Corporation, an Idaho non-profit corporation, and tax exempt under Internal Revenue Code 501(c)(3), as general partner, was converted to that of a manager in River Plaza LLC, (2) BHC, a single member limited liability company wholly owned by Boise Housing Corporation, succeeded to the interests of Boise Housing Corporation, (3) the interest of Wegner in River Plaza LP was converted from a special limited partnership interest to that of a special member interest in River Plaza LLC, and (4) the interest of the Capital City Development Corporation was converted from special limited partner interest in River Plaza LP to that of a special member interest in River Plaza LLC; and

WHEREAS, the conversions above described were not intended to and did not create any variation in the distribution of profits, gains and losses on an operational basis, or upon refinance or sale; and

WHEREAS, Wegner succeeded to the interest of Boise City-Ada County Housing Authority pursuant to its purchase of what was then a special limited partnership interest in River Plaza LP from Boise City-Ada County Housing Authority, the agreed value of the land contributed by the Boise City-Ada County Housing Authority to River Plaza LP having a market value of Two Hundred Fifty Thousand Dollars (\$250,000) based upon a return equal to eight percent (8%) per annum on that \$250,000 (the “Special Priority Return Interest”) and the right to receive ten percent (10%) of the General Partner’s (now Manager’s) profits and gains, but not losses (“Special 10% Profits Interest”); and

WHEREAS, Wegner transferred all of its Special Priority Return Interest and Special 10% Profits Interest in River Plaza to BHC; and

WHEREAS, as a result of said conversions and transfers, the ownership regime of River Plaza today consists of two (2) entities, namely BHC as the manager, and CCDC as the sole member; and

WHEREAS, CCDC's interest in River Plaza owes its origin to CCDC's contribution of cash and non-cash contributions to River Plaza in exchange for what was originally a special limited partner interest and is today a special membership interest, which interest CCDC recorded on a cost basis of One Hundred Thirty Thousand Dollars (\$130,000); and

WHEREAS, CCDC's contribution consisted in part of credits obtained from the Ada County Highway District for its impact fees as well as street furniture and other improvements on the right-of-way adjacent to River Plaza Apartments; and

WHEREAS, such cash and non-cash contributions were contributed at the time and consideration in recognition of the fact that these improvements would enhance and expedite the development of the property within the River-Myrtle/Old Boise Urban Renewal Project Area (the "Project Area"), which, in turn, would contribute to the success and accelerate development in the Project Area, including private investment in the Project Area, which in turn would increase CCDC's income from tax increment sources; and

WHEREAS, development and redevelopment in the Project Area has, in large part, succeeded and occurred, with the result of the public reaping the benefits of CCDC's cash and non-cash contributions to River Plaza; and

WHEREAS, CCDC's special limited membership interest is, today, of limited value because it only realizes a return if the assets of River Plaza are sold or liquidated and there is today, and in the foreseeable future, no plans for selling or refinancing River Plaza Apartments and, further, that there has not been nor is there contemplated to be any gains or losses allocable to CCDC.

The unlikelihood of any sale or refinance of River Plaza, which could generate proceeds to CCDC, is a product of BHC's non-profit status, its mission to provide long term, stable, affordable housing and its concomitant decision to retain River Plaza Apartments in perpetuity, as part of its inventory of affordable housing; and

WHEREAS, as a result, CCDC is willing to relinquish and transfer its special membership interests in River Plaza to BHC in consideration of payment to CCDC in the amount of Thirty Thousand Dollars (\$30,000).

NOW, THEREFORE, in mutual consideration of the covenants contained herein, BHC and CCDC agree as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated and shall be considered part of this Agreement.

2. **Subject Matter.** CCDC agrees to assign CCDC's entire interest in River Plaza, consisting of a special membership interest, to BHC. BHC shall acquire CCDC's entire interest in River Plaza effective upon execution of this Agreement and payment of the Purchase Price.

BHC (a) accepts the assignment of all of CCDC's rights, titles and interests in and to River Plaza, (b) agrees to be bound by all of the terms, covenants and conditions of any operating agreement for River Plaza, and (c) assumes all of the obligations and liabilities of CCDC with respect to River Plaza. From and after the date hereof, CCDC shall not have any obligations or liabilities with respect to River Plaza, including without limitation, the obligation to make capital contributions.

3. **Purchase Price and Payment.** The purchase price for CCDC's special membership interest shall be Thirty Thousand Dollars (\$30,000) payable in cash as soon as is reasonably practical following publication of notice, as required by CCDC, the approval by CCDC's Board of Directors and the Board of Directors of BHC, and execution of this Agreement.

4. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective past, present and future subsidiaries, divisions, affiliates, employees, agents, heirs, administrators, successors and assigns.

5. **Signatures and Facsimiles.** This Agreement may be executed in several counterparts, each of which shall be deemed original, and said counterparts shall constitute but one and the same instrument which may be sufficiently evidenced by one counterpart. The execution and delivery of the signature page to this Agreement, including a facsimile copy of the actual signature, by any party hereto shall constitute the execution and delivery of this Agreement by such party.

IN WITNESS WHEREOF, the undersigned have executed and acknowledged this Agreement as of the date first above written.

RIVER PLAZA LLC,
an Idaho limited liability company

By: BHC Idaho TE LLC, an Idaho limited liability
company
Its: Manager

By: BOISE HOUSING CORPORATION, an
Idaho non-profit corporation
Its: Sole Member

By: _____
James R. Tomlinson, President

BUYER:

BHC IDAHO TE LLC,
an Idaho limited liability company

By: BOISE HOUSING CORPORATION, an Idaho non-
profit corporation
Its: Sole Member

By: _____
James R. Tomlinson, President

TRANSFEROR:

CAPITAL CITY DEVELOPMENT CORPORATION,
a public body, corporate and politic, the Urban
Renewal Agency of the City of Boise

By: _____
Name: John Brunelle
Its: Executive Director
4814-3138-7737, v. 3

NOTICE OF MEMORANDUM OF RELINQUISHMENT AND
TRANSFER OF INTERESTS OF SPECIAL MEMBERSHIP INTERESTS OF
CAPITAL CITY DEVELOPMENT CORPORATION IN RIVER PLAZA LLC

Pursuant to the Idaho Urban Renewal Law, Chapter 20, Title 50, Idaho Code, as amended, public notice is hereby given by the Urban Renewal Agency of Boise City, Idaho (aka Capital City Development Corporation) (the “Agency”), of negotiation of the Memorandum of Relinquishment and Transfer of Interests of Special Membership Interests of Capital City Development Corporation in River Plaza LLC (“Memorandum”) to relinquish its interest in River Plaza LLC (“River Plaza”) and transfer it to BHC Idaho TE, LLC (“BHC”), for consideration of \$30,000.

By virtue of the Agency’s disposition for redevelopment of a real property parcel located generally at 13th and River Streets, Boise, Idaho, the Agency’s interest in River Plaza originated in May 1999 by Agency’s contribution of cash and non-cash contributions to River Plaza in exchange for what was originally a special limited partner interest and is today a special membership interest and contributions were contributed at the time and consideration in recognition of the fact that these public improvements would enhance and expedite the development of the property within the River-Myrtle/Old Boise Urban Renewal Project Area (the “Project Area”), which, in turn, would contribute to the success and accelerate development in the Project Area, including private investment in the Project Area, which in turn would increase Agency’s income from tax increment sources. The development and redevelopment in the Project Area has, in large part, succeeded and occurred, with the result of the public reaping the benefits equal to or greater than the Agency’s cash and non-cash contributions to River Plaza. The Agency’s special limited membership interest is, today, of limited value because it only realizes a return if the assets of River Plaza are sold or liquidated and there is today, and in the foreseeable future, no plans for selling or refinancing River Plaza Apartments and, further, that there has not been nor is there contemplated to be any gains or losses allocable to Agency.

The Agency intends to adopt a resolution approving the Memorandum (the “Memorandum Resolution”). Additional information concerning the terms and provisions of the Memorandum Resolution, the payment for Agency’s special membership interest, other pertinent information relating to the Memorandum Resolution and the Memorandum is available for public inspection at the offices of the Agency at 121 North 9th Street, Suite 501, Boise, Idaho, 83702 (telephone 208-384-4264), Monday through Friday, 8:00 a.m. to 5:00 p.m. The Agency intends to execute the Memorandum as soon as practical, subject to meeting all necessary conditions set forth in the proposed Memorandum Resolution and subsequently assign its interest in River Plaza to BHC.

Public notice is also hereby given that the Agency, during its regular meeting on Monday, August 13, 2018, at 12:00 p.m. will consider the Memorandum Resolution. The meeting will take place at 121 North 9th Street, Suite 501, Boise, Idaho, 83702, at which time the Agency Board will consider approving the Memorandum Resolution and other documents relating to the Memorandum Resolution.


Any interested person is encouraged to attend the meeting and provide comments concerning the Memorandum and the Memorandum Resolution. Interested persons may also submit written comments on the Memorandum and Memorandum Resolution to the Agency at 121 North 9th Street, Suite 501, Boise, Idaho, 83702. Comments should be received no later than the close of business on August 10, 2018.

Individuals who will require special assistance to accommodate physical, vision, hearing, or other impairments, please contact the Agency at 208-384-4264 three (3) days prior to the meeting so that arrangements may be made.

By order of the Executive Director of the Urban Renewal Agency of Boise City.

DATED this 11th day of July 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

By  _____
John Brunelle, Executive Director

Publish: July 11 and 25, 2018.

4823-5003-6839, v. 1



AGENDA BILL

Subject: Central District Termination Resolution – Supplemental		Date: August 13, 2018
Staff Contact: Ross Borden, Finance Director	Attachments: 1. Resolution 1563: Central District Termination Resolution - Supplemental 2. Exhibit 1: Supplemental Termination Narrative 3. Exhibit 2: Final Termination Budget 4. Exhibit 3: Central District Map	
Action Requested: 1. Approve Resolution 1563 Central District Termination - Supplemental.		

BACKGROUND:

The Central District, the Agency's (and Idaho's) first Revenue Allocation Area, will sunset after a 30-year term on September 30, 2018. This is the Agency's first RAA termination. At its regular, monthly meeting on June 11, 2018, the Board adopted **Resolution 1542**, the Central District Termination Resolution.

Exhibit A to Resolution 1542, the Termination Narrative, described how the various loose ends will be addressed: unfinished capital projects as of September 30, 2018; disposition or retention of real property and other assets such as the Agency's four parking garages located in the Central District, The Grove Plaza and the Agency-owned segments of 8th Street; interagency contracts, licenses and agreements; and disposition of delinquent tax increment revenue.

Exhibit 1 to this Resolution 1563 adds Supplemental Narrative to the original Termination Narrative regarding the Agency's conduit financing of the Greater Boise Auditorium District's (GBAD) Boise Centre East expansion project in the City Center Plaza development connected to the existing convention center via the interposed Grove Hotel / CenturyLink Arena in the Central District. These Lease Revenue Bonds, Series 2016, in the amount of \$23,085,000, were issued on April 29, 2016, are scheduled to be retired after twenty years in 2036, and will survive Central District's termination. GBAD, the lessee, secures the bonds via an annual appropriation of \$1.7 million of hotel/motel room taxes paid to CCDC, the lessor. CCDC then transfers that amount to Zions Bank, trustee, who makes semi-annual principal and interest payments to the bondholders.

Exhibit B to Resolution 1542, the Termination Budget, was the Central District's projected FY 2018 Amended budget. It reflected mid-year changes to the FY 2018 Original Budget adopted by the Board in August 2017. The Agency's goal continues to be for all final year Central District projects to be complete and funds expended or encumbered by the termination date, September 30, 2018. Miscellaneous FY 2019 Central District expenses will be funded exclusively with Agency operating funds since distributions of Central District Tax Increment Revenue will terminate with the Central District at the end of FY 2018. The projected Termination Budget estimated there would be \$2,096 remaining at the end of FY 2018 on September 30, 2018.

Exhibit 2 to this Resolution 1563 is the Final Central District Termination Budget. It includes changes in revenues and expenses since Resolution 1542 was adopted in June. It anticipates a balance on September 30, 2018, of \$5,330. The Agency will send the actual amount to Ada County who will distribute it pro rata to the seven taxing districts according to their respective FY 2018 levies.

The final, formal Central District termination 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. The action taken by CCDC earlier this year allows the seven taxing districts that overlay the Central District to add the Increment Value generated between Tax Years 2006 and 2017 to their FY 2019 budget year calculations, including new construction value, as applicable. Those seven taxing districts are: 1. Ada County, 2. Boise city, 3. Boise School District, 4. Ada County Highway District, 5. College of Western Idaho, 6. Emergency Medical Services District, 7. Mosquito Abatement District.

FISCAL NOTES:

No fiscal impact. No Central District tax increment revenue has been or can be committed to secure or service the Lease Revenue Bonds, Series 2016 (Greater Boise Auditorium District Expansion Project). These bonds are secured exclusively by the lease payments GBAD makes to CCDC. Any unexpended FY 2018 Central District tax increment revenue will be returned to Ada County who will redistribute it pro rata to the seven affected taxing districts.

Staff Recommendation and Suggested Motion:

I move for adoption of Resolution 1563 adding Supplemental Narrative and the final Termination Budget to the Central District Termination record, and directing staff to provide these materials to the seven affected taxing districts including Ada County, and the Idaho State Tax Commission.

RESOLUTION NO. 1563

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

A SUPPLEMENTAL RESOLUTION SUPPLEMENTING
RESOLUTION NO. 1542 OF THE BOARD OF
COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF
BOISE CITY, IDAHO, ALSO KNOWN AS CAPITAL CITY
DEVELOPMENT CORPORATION, AN URBAN RENEWAL
AGENCY ORGANIZED UNDER THE LAWS OF THE STATE
OF IDAHO, PROVIDING FOR A SUPPLEMENT TO THE
TERMINATION PLAN APPROVED BY RESOLUTION NO.
1542; PROVIDING FOR THE RETENTION OF THAT
CERTAIN LEASE BETWEEN THE AGENCY AND THE
GREATER BOISE AUDITORIUM DISTRICT; APPROVING
THE SUPPLEMENTAL TERMINATION PLAN AND
PROPOSING THE TERMINATION BUDGET; AND
PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council ("City Council") of the city of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4 and Project II, Idaho R-5 (the "Boise Central District Urban Renewal Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 5596 on August 19, 1987, approving the Boise Central District Urban Renewal Plan and making certain findings;

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Amended and Restated Boise Central District Urban Renewal Plan (the "1994 Central District Plan");

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

WHEREAS, the City Council, 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 “2007 Central District Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving the 2007 Central District Plan;

WHEREAS, the Boise Central District Urban Renewal Plan, as amended by the 1994 Central District Plan and the 2007 Central District Plan collectively will be referred to as the “Central District Plan;”

WHEREAS, the Central District Plan contained a revenue allocation financing provision pursuant to the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (the “Act”);

WHEREAS, the termination date for this revenue allocation area, as set forth in the Central District Plan, is December 31, 2017, except for revenues to be received in 2018, as authorized pursuant to Idaho Code § 50-2905(7);

WHEREAS, a substantial portion of identified projects have been completed in the Central District Plan area;

WHEREAS, on June 11, 2018, the Agency board adopted Resolution No. 1542, which approved a Termination Plan narrative and proposed Termination Budget, and in addition set forth the following:

- a. That the revenue allocation area contained in the Central District Plan shall be terminated on or before December 31, 2018, consistent with the termination provisions set forth in the Act, allowing certain taxing entities to use the 2018 estimated assessed values above the adjusted base assessment roll for the Central District Project Area for their budgetary purposes, and further, those certain taxing entities may, for their budgetary purposes, take into account the difference between the increment value as of December 31, 2006, and the December 31, 2017, increment value for the Central District Project Area, which difference shall be added to the 2018 new construction roll, pursuant to § 63-301A(3)(g), Idaho Code.
- b. That the Agency does not intend to take revenue allocation funds in calendar year 2019, generated from the 2018 assessed values, and the allocation of revenues under section 50-2908, Idaho Code, shall cease effective January 1, 2018.
- c. That all financial obligations have been provided for and any outstanding obligations will be paid in full on or before September 30, 2018, with the exception of any project cost overruns from current projects, project costs for unexpected construction delays and an allocation of administrative fees and costs.

- d. That any delinquent property taxes due to the Agency that were levied for calendar year 2017, or earlier, shall not be paid to the Agency, but shall be distributed by the County Treasurer to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area.
- e. That any surplus will be remitted to the County Treasurer for distribution to the taxing districts prior to the end of the Agency's 2018 fiscal year on or before September 30, 2018 in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area. *See* I.C. 50-2909(4).
- f. That the Agency does hereby request that the City Council, pursuant to 50-2903(5), Idaho Code, adopt an Ordinance providing for the termination of the revenue allocation area in the Central District Plan, to be effective on or before December 31, 2018, and declaring that the tax year 2018 revenues from the increment value as levied upon within the revenue allocation area are not needed for the payment of any Agency indebtedness or Agency projects to be completed before September 30, 2018, and should flow to the respective taxing districts pursuant to Idaho law.

WHEREAS, Agency staff and counsel have determined an additional Agency asset, Boise Centre East, should be described in the Termination Plan narrative, though the asset has no relationship to revenue allocation (tax increment) revenues;

WHEREAS, Agency staff and counsel have prepared a Supplemental Termination Plan, attached hereto as Exhibit 1, reflecting the information concerning Boise Centre East and updating certain information within the previous Termination Plan narrative;

WHEREAS, since June 11, 2018, Agency staff has refined the Termination Budget, attached hereto as Exhibit 2;

WHEREAS, the Agency expects all the expenses from any remaining projects to be completed under the Central District Plan, and as identified in the Central District Termination Budget (FY2018) attached hereto as Exhibit 2, to be incurred and satisfied by the Agency's current fiscal year ending September 30, 2018. An estimate of the remaining project costs and other administrative fees and costs are set forth in the Supplemental Termination Plan;

WHEREAS, the Agency will request the County Treasurer not distribute to the Agency any Central District Plan revenue allocation funds from delinquency tax payments in calendar year 2019, or subsequent years, generated from the 2017 assessed values, or earlier. To the extent any Central District Plan revenue allocation funds are received by the Agency in calendar year 2019, or later, the Agency will return those funds to the County Treasurer for distribution to the taxing districts;

WHEREAS, the Agency will have sufficient funds from other Agency funds for payment of all final project costs and administrative fees;

WHEREAS, the Agency has reviewed the remaining projects and based on projected revenues and expenses of the Central District Plan, has determined there are sufficient funds for payment of all final project costs and Agency expenses and has further determined the revenue allocation area can be terminated on or before December 31, 2018;

WHEREAS, pursuant to the Supplemental Termination Plan, the Agency estimates a minimal surplus will be available for remittance to the County Treasurer for distribution to the taxing districts or before September 30, 2018, and which will be included in the Agency's amended FY 2018 budget;

WHEREAS, pursuant to the Supplemental Termination Plan, and as shown on Exhibit 3, the Agency intends to retain the Agency owned parking garages in the Central District Plan area, will retain Boise Centre East, and will dispose of certain Agency owned parcels to the City;

WHEREAS a Supplemental Termination Plan addressing the retention of that certain lease between the Agency and Greater Boise Auditorium District and other facts as set forth herein;

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

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

Section 2: That the Supplemental Termination Plan attached hereto as Exhibit 1 is hereby approved and adopted by the Agency Board.

Section 3: That the Supplemental Termination Budget is attached hereto as Exhibit 2 and is tentatively approved, and Agency staff is directed to take the necessary steps to publish notice of the budget public hearing.

Section 4: That real property owned by the Agency in the terminated revenue allocation area, as set forth in Exhibit 1, and as shown on Exhibit 3, shall be transferred to the City on or before September 30, 2018, but in no event later than December 31, 2018, except for those assets identified to be retained as set forth in Exhibit 1. The Agency hereby authorizes the Agency Chair, Vice-Chair and/or Executive Director to execute any and all documents required to effectuate the transfer.

Section 5: That a copy of this Resolution be sent to the Ada County Assessor's Office, the County Auditor/Recorder and the Idaho State Tax Commission to provide notice of termination of the revenue allocation area in the Central District Plan.

Section 6: 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 the city of Boise City, Idaho, on August 13, 2018. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on this 13th day of August 2018.

APPROVED;

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
David Bieter, Secretary

4811-2375-7166, v. 1

EXHIBIT 1

THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION

SUPPLEMENTAL TERMINATION PLAN FOR THE REVENUE ALLOCATION AREA SET FORTH IN 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”

The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation (“CCDC”) intends to terminate the revenue allocation area adopted at the time of the original adoption of the Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4 and Project II, Idaho R-5 in Boise City, effective August 19, 1987, as amended, and currently referred to as the Central District Plan (the “Plan”) for the Central District Project Area. The termination date for this revenue allocation area as set forth in the Plan is December 31, 2017; except for revenues to be received in 2018, as authorized pursuant to Idaho Code § 50-2905(7). CCDC has reviewed the projected revenues and expenses of the Plan and has determined the revenue allocation area can be terminated by December 31, 2018, effective retroactive to January 1, 2018, as it relates to assessed values within the project area. As a result, CCDC cannot receive revenue allocation funds in calendar year 2019, generated from the 2018 assessed values, and the allocation of revenues under § 50-2908, Idaho Code, shall cease effective January 1, 2018.

On June 11, 2018, the CCDC board adopted Resolution No. 1542, approving a narrative termination plan and tentative termination budget. Thereafter, CCDC distributed to Ada County Commissioners, Boise City, Ada County Highway District, Boise School District, Ada County Emergency Medical Services District, College of Western Idaho, Ada County Mosquito Abatement District, Ada County Assessor’s Office, Ada County Auditor/Recorder, and Idaho State Tax Commission a copy of Resolution No. 1542 and its exhibits. Based on updated budget information, and in order to describe the retention of an additional CCDC asset (Boise Centre East), this Supplemental Termination Plan is revised as of August 13, 2018, with the approval of Resolution 1563. Revisions to the original termination plan update the budget and address the Boise Center East Lease. These changes do not impact the cessation of revenue allocation authority or impact the treatment of assessed values as determined in 2018.

Intent Regarding Delinquencies:

CCDC will request the County Treasurer to not distribute to CCDC any Central District revenue allocation funds from delinquency tax payments in calendar year 2019, or subsequent years, generated from the 2017 assessed values, or earlier. To the extent any Central District revenue allocation funds are received by CCDC in calendar year 2019, or later, CCDC will return those funds to the County Treasurer for distribution to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area.

Fiscal Year 2019 Budget Summary:

CCDC expects all the expenses from any remaining projects to be completed under the Plan, and as identified in the Central District Termination Budget (FY 2018), Exhibit 2 to Resolution No. 1563. Any miscellaneous expense incurred in Fiscal Year 2019 shall be covered by other available Agency funds.

CCDC is anticipating there will be a *de minimis* surplus to be distributed back to the taxing districts prior to the end of CCDC's 2018 fiscal year, September 30, 2018. An estimate of the total surplus funds to be available for distribution on or before September 30, 2018, is \$5,330. Any available funds will be remitted to the County Treasurer to be distributed to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area.

Real Property Disposition:

The real property owned by CCDC in the Central District Project Area, more specifically described below and as shown on Exhibit C to Resolution No. 1542, and again shown as Exhibit 3 to Resolution No. 1563, shall be transferred to the City of Boise (the "City") on or before December 31, 2018.

1) 8th Street, two segments owned by CCDC, (1) between Bannock and Idaho streets and (2) between Idaho and Main streets: It is anticipated 8th Street will be conveyed to the City on or before September 30, 2018, but no later than December 31, 2018;

2) The Grove Plaza, including the central plaza and the north, south and west spokes: CCDC anticipates conveying The Grove Plaza to the City on or before September 30, 2018, but no later than December 31, 2018. The Grove Plaza will be transferred to the City subject to a Declaration of Deed Restrictions and Covenants (the "Covenants"). The Covenants provide for The Grove Plaza to be a space for public use, public access, public enjoyment and public celebrations, keeping with a public square-type space open for public uses. Subject to certain conditions private events may be held in The Grove Plaza, but cannot exceed 24 hours, and the public reserves the right to use the remaining portions of The Grove Plaza for its intended uses. The Covenants run with land and shall be binding on all successors and assigns. The public is granted the right to use and enjoy The Grove Plaza subject to such reasonable rules and regulations, and time, place and manner restrictions as may be appropriate.

After conveyance by CCDC, the City may transfer, convey, gift or sell any of its interest in The Grove Plaza, but only to a tax supported governmental unit. The City's use of any sale proceeds shall be limited to the design, construction or purchase of a public facility within an existing or future urban renewal area and revenue allocation area for which an urban renewal plan has been adopted by the City.

CCDC Contracts, Licenses and Maintenance Agreements:

All contracts, licenses, and agreements will expire or be terminated and/or assigned to the appropriate assignee.

Parking Garages:

CCDC owns four public parking garages in the Central District Project Area:

9th & Main

9th & Front (a portion of which lies in the River Myrtle/Old Boise project area)

Capital & Main

Capital & Front

(Collectively, the Central District Parking Garages.)

The Central District Parking Garages together with three other public parking garages owned by CCDC and located in downtown Boise constitute CCDC's parking system (the "Parking System"). The net parking revenues from the Parking System are pledged along with revenue allocation from the River Myrtle/Old Boise Project Area to service certain CCDC debt. (All Central District Project Area obligations have been satisfied). Because of the pledge of net parking revenues, CCDC will retain ownership of the Central District Parking Garages (except as described below) through at least the termination of the River Myrtle-Old Boise Project Area. The River Myrtle-Old Boise Project Area revenue allocation authority expires as of December 31, 2024, except for revenue allocation revenues received in 2025. CCDC will retain ownership of the Central District Parking Garages, under the authority provided for in Idaho Code § 50-2905(8).

CCDC has initiated the process to dispose of the Capital & Front garage, which process is contemplated to be completed by September 30, 2018. Under the applicable River Myrtle-Old Boise bond covenants, proceeds from any disposition must be deposited into the Parking Revenue Fund or into a special book account for the betterment, enlargement, extension, other improvement, and equipment of the Parking System. Thus, any disposition proceeds from the disposition of the Capital & Front garage are encumbered and not available for any other purpose.

Boise Center East Lease:

As authorized by the Idaho Urban Renewal Law and the Plan, CCDC issued its Lease Revenue Bonds, Series 2016 ("Series 2016 Bonds") (Greater Boise Auditorium District Expansion Project) in the amount of \$23,085,000, on April 29, 2016, to finance the Greater Boise Auditorium District's Boise Centre East expansion project. This expansion was part of the larger City Center Plaza development in the Central District. The expansion facility connects to the existing convention center across The Grove Plaza via the interposed Grove Hotel/CenturyLink Arena. The twenty year bonds are scheduled to be retired in 2036. On April 29, 2016, CCDC and Greater Boise Auditorium District (the "District") entered into a lease wherein CCDC leases to the District the facility known as Boise Center Lease (the "Lease"). The lease term commenced upon the Acquisition Date as defined in the Lease and is renewable by the District for successive one year terms through 2036. As authorized by Idaho Code Section 50-2905(8), CCDC may retain this asset after termination of revenue allocation authority expires so long as it has resources other than revenue allocation funds to operate and manage the asset. Under the lease, the District is responsible for the operation, management, and maintenance of the Boise

Centre facility, along with the payment of annual rent. To the extent annual rent is received, CCDC is obligated to provide those rent payments to service the CCDC Series 2016 Bonds. Much like the CCDC garages described above, CCDC will retain ownership of the Boise Centre East Facility through the term of the lease and through the redemption term of the Series 2016 Bonds.

No Central District tax increment revenue has been or can be committed to the debt service of Series 2016 Bonds.

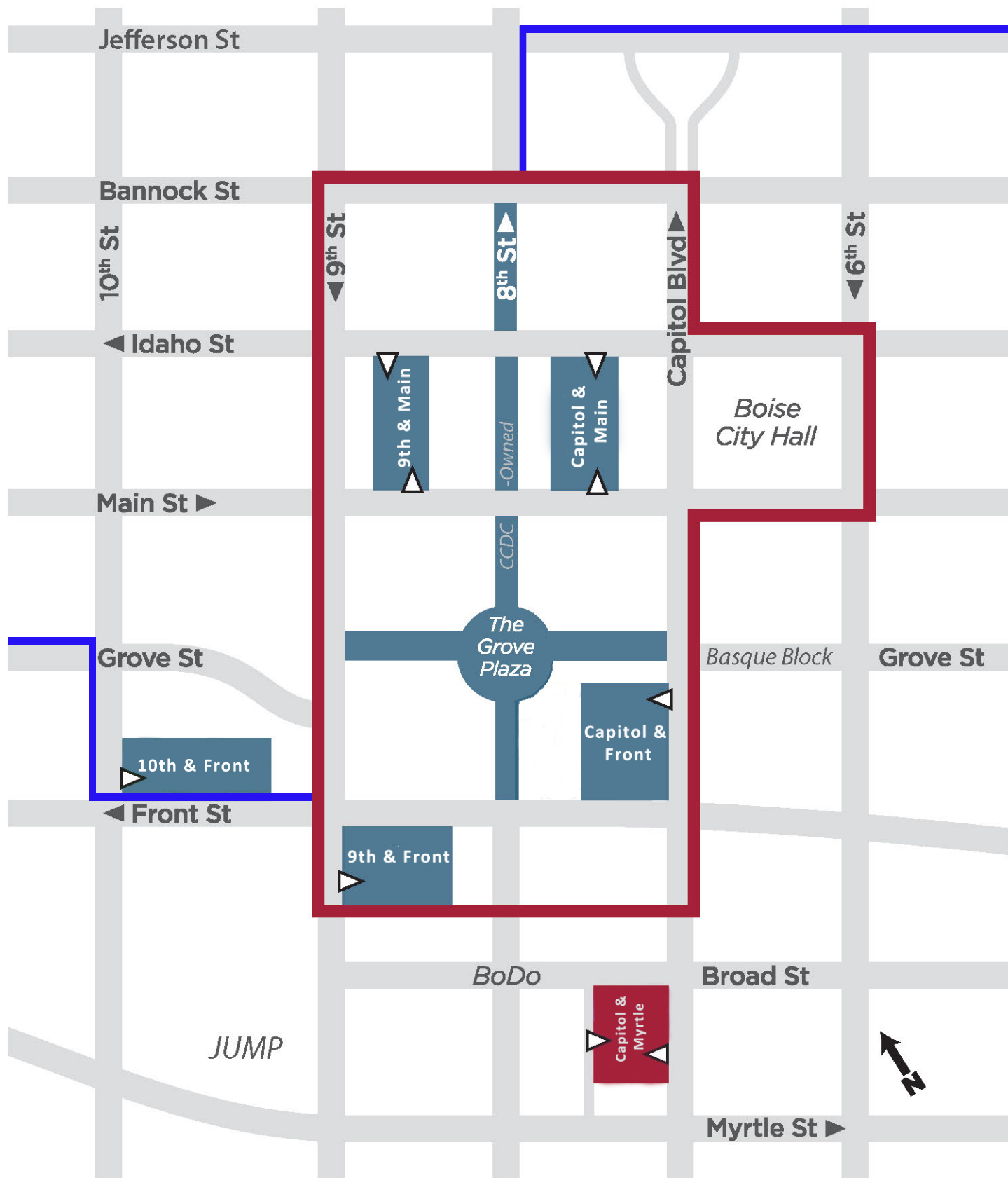
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**CENTRAL DISTRICT
TERMINATION BUDGET
FY 2018**

	Projected Termination Budget	Final Termination Budget
FY 2018 Tax Increment Revenue	\$ 5,032,391	5,127,513
Balance of Central District Working Capital	\$ 4,933,695	4,933,696
Total Revenue	\$ 9,966,086	10,061,209

Project		
Newspaper Stand Consolidation	\$ 60,000	90,000
Capitol & Main Parking Garage - Painting	\$ 35,000	235,000
8th Street - Trash Collection	\$ 17,000	17,000
8th Street - Operations	\$ 17,448	17,448
The Grove Plaza - Operations	\$ 120,000	200,000
District-wide (exclude 8th St, Grove Plaza) - Repairs & Maintenance	\$ 155,000	75,000
District-wide (exclude 8th St, Grove Plaza) - Utilities	\$ 2,000	2,000
	<u>\$ 406,448</u>	<u>636,448</u>
City Hall Plaza Renovation	\$ 1,371,352	1,371,352
District-Wide Closeout Improvements	\$ 3,460,000	3,300,000
	<u>\$ 4,831,352</u>	<u>4,671,352</u>
Traffic Box Art Wrap / Art Conservation	\$ -	122,000
Main Street Station - Public Art	\$ 83,000	83,000
	<u>\$ 83,000</u>	<u>\$ 205,000</u>
176 Capitol Blvd (Business Interiors of Idaho) - Type 1 - Awnings	\$ 150,000	150,000
150 8th Street (Capitol Terrace) - Type 1 Grant - Awnings	\$ 150,000	150,000
Union Block (Diablo & Sons) - Type 1 Grant - Awnings	\$ 150,000	150,000
801 Main Street (Oppenheimer Retail) - Type 1 - Awnings	\$ 150,000	150,000
801 W Bannock (Funky Taco) - Public Art - Mural	\$ 50,000	-
The Grove Plaza & Brick Program - Outreach	\$ 2,546	2,546
Capitol & Front Parking Garage - Disposition (included in Legal fee below)	\$ 13,750	13,750
	<u>\$ 666,296</u>	<u>616,296</u>
9th & Main Parking Garage - Secure Bike Parking Facility	\$ 45,000	30,000
Central District Termination	\$ 102,500	72,500
Central District Termination and Property Transfer (E&B legal fees)	\$ 25,000	25,000
	<u>\$ 127,500</u>	<u>97,500</u>
8th & Main Building - Type 3 Reimbursement, Year 4 / 4	\$ 764,345	764,345
Series 2015 Bond Payment, Year 3 / 3	\$ 2,290,050	2,290,050
Program Operations	\$ 750,000	744,889
	<u>\$ 3,804,395</u>	<u>3,799,284</u>
Total Expenses	\$ 9,963,991	\$ 10,055,880
Balance*	\$ 2,096	\$ 5,330

* CCDC will refund the Balance to Ada County on Sept 30, 2018. Ada County will distribute that amount to the seven taxing districts pro rata based on FY 2018 levy rates. The seven taxing districts are: Ada County, Boise City, Boise Public Schools, Ada County Highway District, College of Western Idaho, Emergency Medical Services, Mosquito Abatement.





AGENDA BILL

Agenda Subject: FY 2018 Amended Budget		Date: August 13, 2018
Staff Contact: Ross Borden, Finance Director	Attachments: 1. <i>Proposed</i> FY 2018 Amended Budget 2. <i>Proposed</i> Notice of Public Hearing	
Action Requested: 1. Approve <i>proposed</i> FY 2018 Amended Budget 2. Advertise Public Hearing at August 29 Special Board Meeting		

Background:

The CCDC Board of Commissioners has routinely amended its current year budget one time near the end of the fiscal year to reflect updated revenues, expenses and projects as a starting place for the coming fiscal year's budget.

Fiscal Notes:

FY 2018 Original Budget	\$66,114,567	
<u>Proposed FY 2018 Amended Budget</u>	<u>\$39,953,693</u>	
Difference	\$26,160,874	- 39.6%

The budget document contains a one-page summary of revenues and expenses, narrative of notable changes to the various categories, graphic representations of the sources and uses of all budgeted funds and several pages of comprehensive expenditure detail by line-item / project.

Also shown are "Permanent Change" and "Timing Change" columns. Permanent changes are mid-year, positive or negative adjustments or reallocations of budgeted revenues or expenses. Timing changes are the acceleration or delay of budgeted funds to or from projects in different fiscal years.

Staff Recommendation:

Amend FY 2018 Amended Budget and advertise the August 29 public hearing.

Suggested Motion:

I move to amend the FY 2018 Amended Budget to new revenue and expense totals of \$39,953,693 and set the time and date of Noon, August 29, 2018, for the statutorily-required public hearing on the Budget Amendment.



FY 2018 AMENDED BUDGET

October 1, 2017 - September 30, 2018



FY 2018 AMENDED BUDGET

----- HIGHLIGHTS -----

REVENUE

- Tax Increment revenue decreased by \$119k based on actual amount received compared to originally projected FY 2017 amount. Still rounds to \$17.3 million.
- Parking revenue decreased by \$306k due to non-purchase of 5th & Broad parking garage condo in The Fowler development and delayed opening of the 11th & Front parking garage in the Pioneer Crossing development.
- Other Revenue / Various Reimbursements decreased by \$484k due to timing.
- Term Loan / Bond Financing. The \$14.6 million bond budgeted in the Westside District was moved to the FY 2019 budget.
- Working Capital / Fund Balance. \$10.9 million added to Working Capital to synch with projects now timed in FY 2019. Working Capital is integral to the Agency's long-term Business Plan and accounts for projected / estimated revenues and expenses and projects throughout the terms of the four urban renewal districts.

EXPENDITURES

OPERATING EXPENSES.

- Interagency Partnerships reduced by \$46.5k mostly due to reduced DBA agreement for Clean Team and garbage service as a result of Central District termination.
- Legal Services increased by a net \$55k due to continued growth in the number and type of projects being considered and undertaken by the Agency.
- Professional Services reduced by \$516k due to timing factors associated with the study and creation of several new urban renewal districts. The overall permanent increase of \$87k is primarily due to Central District Sunset activity and additional planning, design and engineering services.
- In Repairs & Maintenance for Streets and Facilities increase due primarily to increased The Grove Plaza operations in this Central District sunset year that will be removed in FY 2019.

• *Find all budgeted projects and amounts in attached detail pages.*

DEBT SERVICE & CONTRACTUAL OBLIGATIONS

- \$100.4k reduction in parking garage debt service payments according to payment schedule. Year 4 of 4 8th & Main Owner's Participation reimbursement reduced \$236k from \$1.0 million due to lower assessed value of development. \$240k Type 2 Participation Agreement reimbursement to Inn at 500 Hotel development. \$915k loss on disposition of properties held for redevelopment in the RMOB District.

CAPITAL OUTLAY

Capital Improvement Plan (CIP) Projects.

- The \$47.4 million originally budgeted for FY 2018 CIP projects is decreased to \$21.9 million in the FY 2018 Amended CIP budget. Seventy four percent of that decrease is due to timing factors. Seventy seven percent of the Timing change is due to moving the projected \$14.6 million debt financing in the Westside District for a parking garage / mixed use / catalytic development to FY 2019.

- *Find all budgeted projects and amounts in attached detail pages.*

Parking Reinvestment Plan (PRP) Projects.

- Various permanent and timing-related adjustments to budgeted projects.

- *Find all budgeted projects and amounts in attached detail pages.*

Mobility Projects.

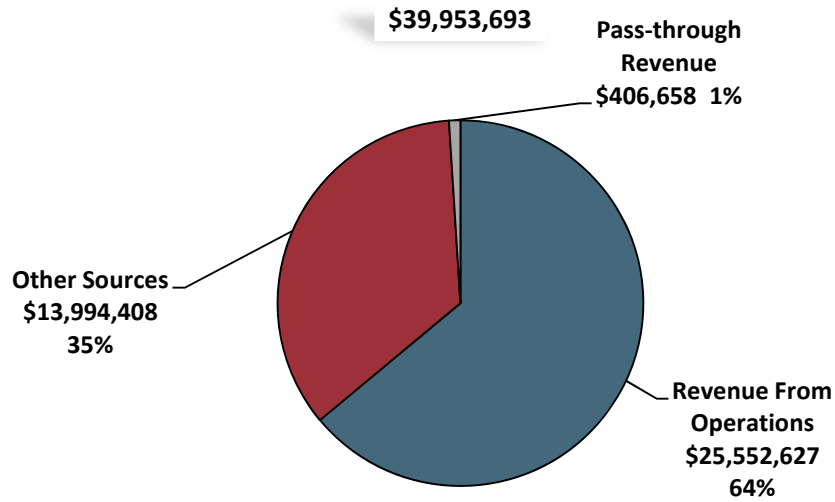
- \$589k cost share with the city of Boise for Downtown Circulation engineering moved to FY 2019. \$400k for West End Park & Ride support removed.

- *Find all budgeted projects and amounts in attached detail pages.*

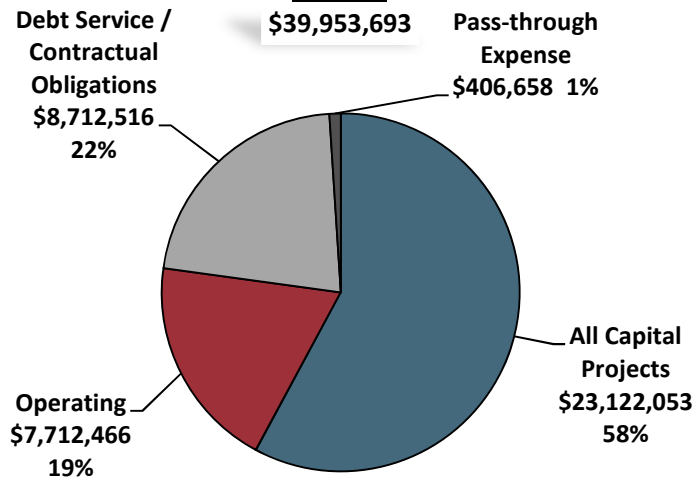


FY 2018 AMENDED Budget

Sources



Uses



CCDC FY 2018 AMENDED BUDGET REVENUE SUMMARY	2018 ORIGINAL	2018 AMENDED	Permanent Change	Timing Change
Revenue from Operations				
Revenue Allocation (Tax Increment).....	17,370,000	17,251,263	(118,737)	-
Parking Revenue.....	8,018,078	7,712,164	(305,914)	-
Other Revenues (Various Reimbursements).....	1,072,700	589,200		(483,500)
Subtotal	\$ 26,460,778	\$ 25,552,627	\$ (424,651)	\$ (483,500)
Other Sources				
Misc. Revenues (Grants/Leases/Property Transactions).....	277,000	313,150	36,150	-
Term Loan/Bond Financing.....	14,600,000	-	-	(14,600,000)
Use of (Transfer to) Working Capital / Fund Balance.....	24,370,131	13,681,258	(5,827,238)	(5,063,635)
Subtotal	\$ 39,247,131	\$ 13,994,408	\$ (5,791,088)	\$ (19,663,635)
Subtotal - Revenue from Operations	\$ 65,707,909	\$ 39,547,035	\$ (6,215,739)	\$ (20,147,135)
Pass-Through Revenue				
Ada County Parcels Ground Leases.....	406,658	406,658	-	-
Subtotal	\$ 406,658	\$ 406,658	\$ -	\$ -
TOTAL REVENUE	\$ 66,114,567	\$ 39,953,693	\$ (6,215,739)	\$ (20,147,135)
CCDC FY 2018 AMENDED BUDGET EXPENSE SUMMARY	2018 ORIGINAL	2018 AMENDED	Permanent Change	Timing Change
Operating Expense				
* Interagency Partnerships.....	159,750	113,295	(46,455)	-
* Legal Services.....	218,000	273,750	61,500	(5,750)
Parking Operator (Contractor).....	1,912,074	1,920,061	7,987	
Personnel Costs.....	1,984,300	1,982,000		(2,300)
* Professional Services	2,105,900	1,676,452	87,046	(516,494)
* Rent/Maintenance/Office.....	1,239,751	1,204,660	4,500	(39,591)
* Repairs/Maintenance: Streets & Facilities.....	497,000	542,248	45,248	-
Subtotal	\$ 8,116,775	\$ 7,712,466	\$ 159,826	\$ (564,135)
Debt Service & Contractual Obligations				
* Parking Garage Debt Service/Contractual Obligations.....	\$ 7,893,534	\$ 8,712,516	\$ 818,982	\$ -
Capital Outlay				
* Capital Improvement Plan (CIP).....	47,407,100	21,930,853	(6,541,747)	(18,934,500)
* Parking Reinvestment Plan (PRP).....	1,177,000	1,085,200	(31,800)	(60,000)
* Mobility Projects.....	1,113,500	106,000	(419,000)	(588,500)
Subtotal	\$ 49,697,600	\$ 23,122,053	\$ (6,992,547)	\$ (19,583,000)
Subtotal - Expenses for Operations	\$ 65,707,909	\$ 39,547,035	\$ (6,013,739)	\$ (20,147,135)
Pass-Through Expense				
Ada County Parcels Ground Leases.....	406,658	406,658	-	-
Subtotal	\$ 406,658	\$ 406,658	\$ -	\$ -
TOTAL EXPENSE	\$ 66,114,567	\$ 39,953,693	\$ (6,013,739)	\$ (20,147,135)

* Detail Attached

CCDC FY 2018 AMENDED BUDGET EXPENSE DETAIL		2018 ORIGINAL	2018 AMENDED	Permanent Change	Timing Change
Interagency Partnerships					
1. Boise Valley Economic Partnership.....		20,000	20,000	-	
2. BVEP: Dues.....		3,000	3,000	-	
3. Building Owners and Managers Association (BOMA).....		5,000	5,000	-	
4. Chamber of Commerce: Regional Leadership Conference.....		1,000	1,000	-	
5. Chamber of Commerce: State of City.....		650	650	-	
6. Chamber of Commerce: Dues.....		400	400	-	
7. COMPASS.....		7,950	8,000	50	
8. Downtown Boise Assoc (DBA): Annual Membership.....		30,000	24,000	(6,000)	
9. DBA: Trash Service/Clean Team.....		73,000	32,495	(40,505)	
10. Other Sponsorships.....		8,000	8,000	-	
11. Redevelopment Association of Idaho.....		10,750	10,750	-	
Subtotal		159,750	113,295	(46,455)	-
Legal Services					
1. 1401 W Idaho Disposition (The WaterCooler).....		2,000	-	(2,000)	
2. 620 S 9th Phase I and Phase II Disposition.....		5,000	3,500		(1,500)
3. 8th & Main Development.....		1,500	-		(1,500)
4. Ash Street Properties Disposition.....		5,000	25,000		20,000
5. Potential Parking Garage Disposition.....		10,000	13,750		3,750
6. 5th & Idaho Apartment Project.....		-	14,000		14,000
7. New URA District Establishment.....		25,000	41,500	16,500	
8. General Contracting (Parking).....		20,000	15,000	(5,000)	
9. General Legislative Activities (Ops).....		4,000	3,000	(1,000)	
10. General Agency Operation.....		7,000	15,000	8,000	
11. Macy's Building (Athlos Academies).....		1,000	-	(1,000)	
12. Central District Termination Planning.....		25,000	25,000	-	
13. Redevelopment of Civic Parcels.....		-	4,500	4,500	
14. River-Myrtle / Old Boise District General / Deannexation.....		30,000	4,500		(25,500)
15. The Fowler Development.....		-	3,000	3,000	
16. River-Myrtle / Old Boise Bond financing.....		-	5,000	5,000	
17. Pioneer Crossing Parking Garage.....		7,500	20,000	12,500	
18. Boise Main Library.....		20,000	5,000		(15,000)
19. Sports Park Assessment.....		45,000	59,000	14,000	
20. 30th Street District - General.....		5,000	2,000	(3,000)	
21. Westside District - General.....		5,000	15,000	10,000	
Subtotal		218,000	273,750	61,500	(5,750)

CCDC FY 2018 AMENDED BUDGET EXPENSE DETAIL	2018 ORIGINAL	2018 AMENDED	Permanent Change	Timing Change
Professional Services				
1. Boise GreenBike Station Sponsorship.....	-	10,000	10,000	
2. Central District Termination Planning.....	30,000	72,500	42,500	
3. Grove Plaza Marketing/Consultant.....	-	2,546	2,546	
4. Project Assessment.....	470,000	470,000	-	
5. Aerial Maps.....	15,000	15,000	-	
6. HR Consultant.....	5,000	5,000	-	
7. Document Management Services.....	4,000	4,000	-	
8. Document Shredding.....	500	500	-	
9. Education Outreach (PARCS and DPPS).....	51,000	50,000	(1,000)	
10. Financial Services: Arbitrage.....	4,000	4,000	-	
11. Governmental Relations (Legislative).....	36,000	36,000	-	
12. Independent Audit Fees.....	47,000	47,000	-	
13. IT Services.....	45,400	45,400	-	
14. New URD Consultant and Establishment	1,060,000	638,506		(421,494)
15. Office Update / Renovation.....	90,000	30,000		(60,000)
16. IPI Accredited Parking Certification.....	15,000	-		(15,000)
17. Professional Services (Planning, Design, Engr.).....	100,500	151,000	50,500	
18. Public Information Program.....	95,000	95,000	-	
19. Parking Garage Design Standard Update	5,000	-	(5,000)	
20. Parking Mgmt Plan Update.....	20,000	-		(20,000)
21. ParkBOI Signage & New Garage Names Outreach.....	12,500	-	(12,500)	
Subtotal	2,105,900	1,676,452	87,046	(516,494)

CCDC FY 2018 AMENDED BUDGET EXPENSE DETAIL	2018 ORIGINAL	2018 AMENDED	Permanent Change	Timing Change
Rent/Maintenance - Office				
1. Advertising: Legal notices & Marketing.....	3,000	3,000	-	
2. Banking Fees.....	500	500	-	
3. Computer & Software Supplies.....	10,000	10,000	-	
4. Computer Equipment.....	50,000	44,000	(6,000)	
5. Condominium Mgmt Expenses.....	132,000	128,000	(4,000)	
6. Data And Web Hosting Service.....	26,500	26,500	-	
7. Dues & Subscriptions.....	9,940	9,940	-	
8. Insurance.....	110,000	134,000	24,000	
9. Local Meeting Expense.....	5,000	5,000	-	
10. Merchant Fees (Parking Operations).....	300,000	300,000	-	
11. Miscellaneous.....	3,605	3,605	-	
12. Office & Phones.....	5,300	5,300	-	
13. Office Equipment Lease & Repairs.....	15,000	10,000	(5,000)	
14. Office Furniture & Equipment.....	32,000	16,000		(16,000)
15. Rent (CCDC Office, Trailhead Office, County Ground Lease).....	460,206	436,615		(23,591)
16. Office Supplies.....	15,000	12,000	(3,000)	
17. Personnel Training (Local).....	13,750	13,750	-	
18. Postage.....	1,000	1,000	-	
19. Printing & Binding.....	3,000	1,500	(1,500)	
20. Professional Development (Non-local).....	41,250	41,250	-	
21. Validation Expense (Parking Operations).....	2,700	2,700	-	
Subtotal	1,239,751	1,204,660	4,500	(39,591)
Repairs/Maintenance - Streets & Facilities				
1. 8th Street	30,000	17,448	(12,552)	
2. Holiday Lighting.....	14,000	10,800	(3,200)	
3. Repairs & Maintenance.....	260,000	269,000	9,000	
4. Street Furniture.....	35,000	9,000	(26,000)	
5. The Grove Plaza - Operations.....	120,000	200,000	80,000	
6. Utilities.....	38,000	36,000	(2,000)	
Subtotal	497,000	542,248	45,248	-
Debt Service & Contractual Obligations				
1. Parking Garage Debt Repayments.....	4,428,484	4,328,121	(100,363)	
2. CD, Bond Repayment.....	2,290,050	2,290,050	-	
3. CD, 8th & Main (Owner Participation).....	1,000,000	764,345	(235,655)	
4. WD, Owyhee Plaza T2 Reimbursement.....	175,000	175,000	-	
5. RD, 500 Capitol Blvd. - Inn at 500 Hotel - T2 Reimbursement.....	-	240,000	240,000	
6. RD, Loss on Disposition of Properties Held for Redevelopment.....	-	915,000	915,000	
Subtotal	7,893,534	8,712,516	818,982	-

CCDC FY 2018 AMENDED BUDGET EXPENSE DETAIL	2018 ORIGINAL	2018 AMENDED	Permanent Change	Timing Change
Capital Improvement Plan (CIP)				
1. CD, Central District Closeout Improvements.....	2,693,300	3,300,000	606,700	
2. CD, Main St. Ped/Bike Imp - 9th - Capitol.....	150,000	-	(150,000)	
3. CD, Wayfinding Project Installation.....	151,500	-	(151,500)	
4. CD, 8th Street Retractable Event Bollards.....	100,000	-	(100,000)	
5. CD, City Hall Plaza Improvements.....	1,442,000	1,371,352	(70,648)	
6. CD, 9th & Main Garage Secure Bike Facility.....	-	30,000	30,000	
7. CD, Newspaper Stand Consolidation.....	-	90,000	90,000	
8. CD, Capitol & Main Garage Painting.....	-	235,000	235,000	
9. CD, 176 Capitol Blvd-Business Interiors of Idaho - Type 1.....	150,000	150,000	-	
10. CD, 150 8th Street - Capitol Terrace - Type 1.....	150,000	150,000	-	
11. CD, Union Block (Diablo & Sons) - Type 1 Grant - Awnings.....	-	150,000	150,000	
12. CD, 801 Main Street (Oppenheimer Retail) - Type 1 - Awnings.....	-	150,000	150,000	
13. CD, Protective Bollards.....	30,000	-	(30,000)	
14. CD, Traffic Box Art Wrap.....	-	122,000	122,000	
15. CD, Main Street Station Public Art.....	-	83,000	83,000	
16. RD, 8th St. Corridor Improvements Phase 1.....	359,000	117,000		(242,000)
17. RD, Broad St, Capitol-2nd, Street & Infrastructure Improvements.....	240,000	240,000	-	
18. RD, 503 Ash Street - Ash Street Properties Land Dev. & Alley Purchase - Type 4.....	40,000	33,000	(7,000)	
19. RD, Hayman House Capital Projects.....	70,000	-	(70,000)	
20. RD, Extended Sidewalks, Vacated Driveways, Conduit for Signalization.....	-	17,262	17,262	
21. RD, 620 S 9th Phase II Site Remediation - The Afton.....	240,000	240,700	700	
22. RD, Main St, Capitol-5th, South Side.....	150,000	150,000	-	
23. RD, Alley Program - Main and Idaho, 3rd to 5th streets.....	250,000	328,768	78,768	
24. RD, 503 Idaho St - 5th & Idaho Public Park & Underground Utilities - T4.....	744,000	-		(744,000)
25. RD, Alley Program - Front and Grove, 11th to 12th streets.....	250,000	-	(250,000)	
26. RD, 401 5th Street - Fowler Apartment - Type 3 Participation Program.....	550,000	555,000	5,000	
27. RD, 502 Front Street - Remnant Parcel - T5 (Conveyance Costs).....	5,000	10,000	5,000	
28. RD, 610 Julia Davis Drive - Idaho Historical Museum - Type 4.....	146,000	149,355	3,355	
29. RD, River Street SS, Ash to 12th streets.....	150,000	150,000	-	
30. RD, Streetscape Design Next Year's Projects.....	50,000	50,000	-	
31. RD, 1150 Myrtle 11th & Front Garage - Purchase 250 Public Parking Spaces.....	5,400,000	5,247,076	(152,924)	
32. RD, 11th & Myrtle - Pioneer Corner Improvements - Type 4.....	125,000	125,000	-	
33. RD, 401 5th Street - 5th & Broad Garage - Purchase 89 Public Parking Spaces.....	2,590,000	-	(2,590,000)	
34. RD, 5th & Myrtle New Signalized Crossing.....	200,000	-		(200,000)
35. RD, Downtown Circulator Preliminary Engineering.....	354,100	-		(354,100)
36. RD, Parking Garage - Partial Ownership Property Acquisition.....	3,000,000	-	(3,000,000)	
37. RD, River St Neighborhood Traffic Calming/8th&River Bike/Ped Raised Intersection.....	200,000	-	(200,000)	
38. RD, VRT Transit Improvements.....	26,000	26,000	-	
39. RD, Wayfinding Project Installation.....	770,100	-	(770,100)	
40. RD, Alley Program - 9th and 10th streets, Miller to Myrtle.....	15,000	-	(15,000)	
41. RD, Alley Program - Grove and Main, 6th to Capitol.....	30,000	45,000		15,000
42. RD, Grove Street Pedestrian Street Plan (13th-10th) per ACHD/DBIP.....	75,000	75,000	-	
43. RD, Grove Street Pedestrian Street Plan (4th-3rd) per ACHD/DBIP.....	75,000	75,000	-	
44. RD, Main Library Area Pre-Development Improvement.....	1,000,000	-	(1,000,000)	
45. RD, Pioneer Corridor Pathway Monument Signage.....	75,000	-		(75,000)
46. RD, 1420 Front Street - Verraso - Type 1 Participation Program.....	150,000	150,000		
47. RD, 535 15th Street - River Street Lofts - Type 1 Participation Program.....	150,000	-		(150,000)
48. RD, Type 1 Streetscape Reimbursements (Not Yet Awarded).....	300,000	-		(300,000)
49. RD, T5 Participation:Parcel Acquisition/Redevelopment.....	2,000,000	-	(2,000,000)	
50. RD, Traffic Box Art Wraps.....	10,000	10,000		

(Continued on next page)

CCDC FY 2018 AMENDED BUDGET EXPENSE DETAIL	2018 ORIGINAL	2018 AMENDED	Permanent Change	Timing Change
Capital Improvement Plan (CIP)				
51. WD, Main St, 13th - 14th streets, 1/2 block SS Infill, NW corner.....	100,000	100,000	-	
52. WD, 918 Idaho Street - Athlos Academies - Type 3.....	750,000	750,000	-	
53. WD, Parking Garage + Mixed Use Catalyst Development.....	14,600,000	-		(14,600,000)
54. WD, Streetscape Design Upcoming Projects.....	50,000	50,000	-	
55. WD, Downtown Circulator Preliminary Engineering.....	234,400	-		(234,400)
56. WD, Wayfinding Installation.....	110,500	-	(110,500)	
57. WD, 15th and Bannock - Westside Public Space.....	250,000	-	(250,000)	
58. WD, Downtown Urban Parks 11th and Bannock - BOND.....	2,000,000	100,000		(1,900,000)
59. WD, Type 1 Streetscape Reimbursements.....	300,000	150,000	(150,000)	
60. WD, Property Acquisitions.....	3,300,000	7,130,340	3,830,340	
61. WD, Traffic Box Art Wraps.....	10,000	10,000	-	
62. 30D, Capital Improvements - General.....	595,000	-	(595,000)	
63. 30D, Wayfinding Project Installations.....	61,300	-	(61,300)	
64. 30D, 3200 Moore St - Sandhill Crane Apts - Type 2.....	150,000	-	(150,000)	
65. 30D, Type 1 Participation.....	150,000	-		(150,000)
66. 30D, Development Projects.....	74,900	-	(74,900)	
67. 30D, Traffic Box Art Wraps.....	15,000	15,000	-	
Subtotal	47,409,118	21,932,871	(6,541,747)	(18,934,500)
Parking Reinvestment Plan				
1. All: Website Upgrades.....	15,000	12,000	(3,000)	
2. ParkBOI Parking Garage Signage.....	150,000	214,000	64,000	
3. Parking Garage Lobbies & Stairwells Painting.....	100,000	100,000	-	
4. Exterior Painting - 9th&Front Parking Garage.....	50,000	36,000	(14,000)	
5. PARCS System Related.....	50,000	-	(50,000)	
6. Smarking - Advanced Analytics Parking Software.....	17,000	-	(17,000)	
7. Suicide Prevention Rail 9th & Front Parking Garage.....	50,000	38,200	(11,800)	
8. Capitol & Main Parking Garage Elevators Refurbish.....	155,000	155,000	-	
9. PARCS Software Upgrade.....	40,000	-		(40,000)
10. 10th & Front Parking Garage Refurbishment.....	500,000	500,000	-	
11. ParkBOI Signs Phase II.....	50,000	30,000		(20,000)
Subtotal	1,177,000	1,085,200	(31,800)	(60,000)
Mobility Projects				
1. Park & Ride Support - Elder Street.....	125,000	106,000	(19,000)	
2. Park & Ride Support - West End.....	400,000	-	(400,000)	
3. Cost Share City of Boise Circulator Engineering.....	588,500	-		(588,500)
Subtotal	1,113,500	106,000	(419,000)	(588,500)

EXHIBIT A
CAPITAL CITY DEVELOPMENT CORPORATION
FISCAL YEAR 2018 AMENDED BUDGET

	FISCAL YEAR 2016 ACTUAL	FISCAL YEAR 2017 ACTUAL	ORIGINAL FISCAL YEAR 2018 BUDGET	AMENDED FISCAL YEAR 2018 BUDGET
<u>GENERAL/SPECIAL REVENUE FUNDS:</u>				
GENERAL OPERATIONS FUND				
Transfers	2,441,213	2,432,490	3,317,190	3,324,446
Other	126,813	132,552	842,000	341,000
Total Revenues	2,568,026	2,565,042	4,159,190	3,665,446
Total Expenses	2,568,026	2,565,042	4,159,190	3,665,446
CENTRAL REVENUE ALLOCATION FUND				
Revenue Allocation <i>(Property Tax Increment)</i>	4,398,919	5,013,082	5,200,000	5,081,263
Transfers	(4,383,707)	668,638	3,269,850	4,183,478
Other	6,064,054	217,852	57,500	46,250
Total Revenues	6,079,266	5,899,571	8,527,350	9,310,991
Total Expenses	6,079,266	5,899,571	8,527,350	9,310,991
RIVER-MYRTLE / OLD BOISE REV ALLOC FUND				
Revenue Allocation <i>(Property Tax Increment)</i>	6,043,720	6,724,200	8,500,000	8,500,000
Transfers	(3,752,940)	(14,656,587)	14,331,002	3,615,467
Other	919,800	19,710,323	773,200	651,600
Total Revenues	3,210,580	11,777,936	23,604,202	12,767,067
Total Expenses	3,210,580	11,777,936	23,604,202	12,767,067
WESTSIDE REVENUE ALLOCATION FUND				
Revenue Allocation <i>(Property Tax Increment)</i>	2,354,731	2,624,575	3,000,000	3,000,000
Transfers	(1,586,084)	(1,453,113)	4,578,900	5,536,340
Other	8,502	11,338	14,605,000	190,500
Total Revenues	777,149	1,182,800	22,183,900	8,726,840
Total Expenses	777,149	1,182,800	22,183,900	8,726,840
30TH STREET REVENUE ALLOCATION FUND				
Revenue Allocation <i>(Property Tax Increment)</i>	343,341	506,815	670,000	670,000
Transfers	(319,665)	(493,883)	431,200	-603,000
Total Revenues	23,895	13,443	1,101,200	67,000
Total Expenses	23,895	13,443	1,101,200	67,000
PARKING FUND				
Parking	5,920,557	6,680,754	8,010,078	7,696,164
Transfers	(1,430,870)	2,415,648	-1,646,011	-2,454,473
Other	93,169	145,593	85,000	85,000
Total Revenues	4,582,856	9,241,995	6,449,067	5,326,691
Total Expenses	4,582,856	9,241,995	6,449,067	5,326,691
DEBT SERVICE FUND				
Lease & Bond Revenue	75,078	87,952	89,658	89,658
Transfers	0	0	0	0
Total Revenues	75,078	87,952	89,658	89,658
Total Expenses	75,078	87,952	89,658	89,658
TOTAL REVENUES	\$ 17,316,850	\$ 30,768,739	\$ 66,114,567	\$ 39,953,693
TOTAL EXPENSES	\$ 17,316,850	\$ 30,768,739	\$ 66,114,567	\$ 39,953,693

EXHIBIT B
CAPITAL CITY DEVELOPMENT CORPORATION
FISCAL YEAR 2018 AMENDED BUDGET

BY THE BOARD OF COMMISSIONERS OF THE CAPITAL CITY DEVELOPMENT CORPORATION:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CAPITAL CITY DEVELOPMENT CORPORATION TO BE TERMED THE "AMENDED ANNUAL APPROPRIATION RESOLUTION" APPROPRIATING SUMS OF MONEY AUTHORIZED BY LAW FOR A TWELVE MONTH PERIOD FROM THE FIRST DAY OF OCTOBER 2017 AND INCLUSIVE OF THE LAST DAY OF SEPTEMBER 2018 FOR ALL GENERAL, SPECIAL AND CORPORATE PURPOSES; AND DIRECTING THE EXECUTIVE DIRECTOR TO SUBMIT SAID BUDGET; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CAPITAL CITY DEVELOPMENT CORPORATION, OF BOISE CITY, IDAHO, AS FOLLOWS:

Section 1. That the following total amended amount or so much thereof as may be necessary, is hereby appropriated out of any money in the Agency accounts for general, special, and corporate activities for the Capital City Development Corporation for the fiscal year beginning the first day of October 2017 and inclusive of the last day of September 2018.

Section 2. That the Executive Director shall submit said budget to the City of Boise.

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

	FY 2016 ACTUAL EXPENSE	FY 2017 ACTUAL EXPENSE	ORIGINAL FY 2018 BUDGET EXPENSE	AMENDED FY 2018 BUDGET EXPENSE
FUNDS:				
GENERAL OPERATIONS FUND	2,568,026	2,565,042	4,159,190	3,665,446
CENTRAL REVENUE ALLOCATION FUND	6,079,266	5,899,571	8,527,350	9,310,991
RIVER MYRTLE OLD BOISE REV ALLOC FUND	3,210,580	11,777,936	23,604,202	12,767,067
WESTSIDE REVENUE ALLOCATION FUND	777,149	1,182,800	22,183,900	8,726,840
30TH STREET REVENUE ALLOCATION FUND	23,895	13,443	1,101,200	67,000
PARKING FUND	4,582,856	9,241,995	6,449,067	5,326,691
DEBT SERVICE FUND	75,078	87,952	89,658	89,658
TOTAL	\$ 17,316,850	\$ 30,768,740	\$ 66,114,567	\$ 39,953,693

PASSED AND ADOPTED by the Capital City Development Corporation of the City of Boise, Idaho, on this 29th day of August, 2018.

Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on this 29th day of August, 2018.

Approved:

By _____
Dana Zuckerman, Chair

Attest:

By _____
David Bieter, Secretary

EXHIBIT A
CAPITAL CITY DEVELOPMENT CORPORATION
PROPOSED FISCAL YEAR 2018 AMENDED BUDGET

AN AMENDED ESTIMATE OF REVENUES AND EXPENSES OF THE CAPITAL CITY DEVELOPMENT CORPORATION FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2017 TO AND INCLUSIVE OF SEPTEMBER 30, 2018 (FISCAL YEAR 2018) AND NOTICE OF PUBLIC HEARING .

As required by Idaho Code, the Board of Commissioners of the Capital City Development Corporation has estimated the amount of money necessary for all purposes during Fiscal Year 2018 and prepared a proposed amended budget that includes an estimate of revenues and expenses and that reflects current Board policy on budget-related matters. As also required by Idaho Code, the amended budget will be entered into the minutes of the Agency and published in the Idaho Statesman newspaper. Citizens are invited to attend the budget hearing that begins at noon, August 29, 2018, at Capital City Development Corporation, 121 N. 9th St, Suite 501, Boise, Idaho. Citizens may submit written or oral comments concerning the Agency's proposed amended budget. A copy of the proposed amended budget is available at Capital City Development Corporation during regular business hours, weekdays, 8:00 a.m. to 5:00 p.m. Please notify CCDC at 208-384-4264 for any accommodations necessary for persons with disabilities.

	<u>FISCAL YEAR 2016</u>	<u>FISCAL YEAR 2017</u>	<u>ORIGINAL</u> <u>FISCAL YEAR 2018</u>	<u>AMENDED</u> <u>FISCAL YEAR 2018</u>
	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>BUDGET</u>
<u>GENERAL/SPECIAL REVENUE FUNDS:</u>				
GENERAL OPERATIONS FUND				
Transfers	2,441,213	2,432,490	3,317,190	3,324,446
Other	126,813	132,552	842,000	341,000
Total Revenues	2,568,026	2,565,042	4,159,190	3,665,446
Total Expenses	2,568,026	2,565,042	4,159,190	3,665,446
CENTRAL REVENUE ALLOCATION FUND				
Revenue Allocation <i>(Property Tax Increment)</i>	4,398,919	5,013,082	5,200,000	5,081,263
Transfers	(4,383,707)	668,638	3,269,850	4,183,478
Other	6,064,054	217,852	57,500	46,250
Total Revenues	6,079,266	5,899,571	8,527,350	9,310,991
Total Expenses	6,079,266	5,899,571	8,527,350	9,310,991
RIVER-MYRTLE / OLD BOISE REV ALLOC FUND				
Revenue Allocation <i>(Property Tax Increment)</i>	6,043,720	6,724,200	8,500,000	8,500,000
Transfers	(3,752,940)	(14,656,587)	14,331,002	3,615,467
Other	919,800	19,710,323	773,200	651,600
Total Revenues	3,210,580	11,777,936	23,604,202	12,767,067
Total Expenses	3,210,580	11,777,936	23,604,202	12,767,067
WESTSIDE REVENUE ALLOCATION FUND				
Revenue Allocation <i>(Property Tax Increment)</i>	2,354,731	2,624,575	3,000,000	3,000,000
Transfers	(1,586,084)	(1,453,113)	4,578,900	5,536,340
Other	8,502	11,338	14,605,000	190,500
Total Revenues	777,149	1,182,800	22,183,900	8,726,840
Total Expenses	777,149	1,182,800	22,183,900	8,726,840
30TH STREET REVENUE ALLOCATION FUND				
Revenue Allocation <i>(Property Tax Increment)</i>	343,341	506,815	670,000	670,000
Transfers	(319,665)	(493,883)	431,200	(603,000)
Other	219	511	0	0
Total Revenues	23,895	13,443	1,101,200	67,000
Total Expenses	23,895	13,443	1,101,200	67,000
PARKING FUND				
Parking	5,920,557	6,680,754	8,010,078	7,696,164
Transfers	(1,430,870)	2,415,648	(1,646,011)	(2,454,473)
Other	93,169	145,593	85,000	85,000
Total Revenues	4,582,856	9,241,995	6,449,067	5,326,691
Total Expenses	4,582,856	9,241,995	6,449,067	5,326,691
DEBT SERVICE FUND				
Lease & Bond Revenue	75,078	87,952	89,658	89,658
Transfers	0	0	0	-
Total Revenues	75,078	87,952	89,658	89,658
Total Expenses	75,078	87,952	89,658	89,658
TOTAL REVENUES	\$ 17,316,850	\$ 30,768,739	\$ 66,114,567	\$ 39,953,693
TOTAL EXPENSES	\$ 17,316,850	\$ 30,768,739	\$ 66,114,567	\$ 39,953,693

MOTION TO APPROVE THE PROPOSED AMENDED BUDGET PASSED BY THE BOARD OF COMMISSIONERS OF THE CAPITAL CITY DEVELOPMENT CORPORATION IN BOISE, IDAHO, THIS 13th DAY OF AUGUST 2018. This is an accurate statement of the proposed expenditures and revenues as presented to the Board of Commissioners for Fiscal Year 2018 as amended. APPROVED BY THE CHAIR OF THE CAPITAL CITY DEVELOPMENT CORPORATION IN BOISE, IDAHO THIS 13th DAY OF AUGUST 2018. Dana Zuckerman, Chair. David Bieter, Secretary.



AGENDA BILL

Agenda Subject: FY 2019 Original Budget		Date: August 13, 2018
Staff Contact: Ross Borden, Finance Director	Attachments: 1. <i>Proposed</i> FY 2019 Original Budget 2. <i>Proposed</i> Notice of Public Hearing	
Action Requested: 1. Approve <i>proposed</i> FY 2019 Original Budget 2. Advertise Public Hearing at August 29 Special Board Meeting		

Background:

The Agency's fiscal year runs from October 1 to the following September 30. Each fiscal year's Original Budget accounts for all revenues from all sources and all expenses for all Agency general operations, capital improvement projects, development contracts, parking activities, debt service and pass-through funds.

Fiscal Notes:

<i>Proposed</i> FY 2018 Amended Budget	\$39,953,693	
<u><i>Proposed</i> FY 2019 Original Budget</u>	<u>\$58,268,629</u>	
Difference	\$18,314,936	+46%

The budget document contains a one-page summary of revenues and expenses, narrative of notable changes to the various categories, graphic representations of the sources and uses of all budgeted funds and several pages of comprehensive expenditure detail by line-item / project.

The Agency's first Revenue Allocation Area – the Central District – sunsets on September 30, 2018, the end of FY 2018, after its 30-year term. This FY 2019 Original budget contains no tax increment revenue from the Central District. The Agency has three current urban renewal districts that continue to generate tax increment revenue: the River-Myrtle / Old Boise, Westside and 30th Street districts.

Staff Recommendation:

Adopt FY 2019 Original Budget and advertise the August 29 public hearing.

Suggested Motion:

I move to approve the FY 2019 Original Budget totaling \$58,268,629 and set the time and date of Noon, August 29, 2018, for the statutorily-required public hearing on the Agency's budget for the coming fiscal year.



FY 2019 ORIGINAL BUDGET

October 1, 2018 - September 30, 2019



FY 2019 ORIGINAL BUDGET

----- HIGHLIGHTS -----

- *Central District will sunset at the end of FY 2018 on September 30, 2018, after a 30-year term. This FY 2019 does not budget revenue or expenditures in the Central District. Any Central District tax increment funds remaining on October 1, 2018 will be distributed to the seven taxing districts on a pro rata basis.*

REVENUE

- The 17% decrease in total Revenue Allocation (Tax Increment) revenue is the net impact of the loss of \$5.2 million from the Central District termination and Assessed Value and Tax Increment revenue growth in the Agency's remaining three urban renewal districts. With no de-annexations, Westside District Tax Increment revenue grew 23% and \$700k. After de-annexing 30 parcels from the RMOB District for the in-the-process-of-being-created Shoreline District, the RMOB District's Tax Increment revenue increased by 16% and \$1.4 million. The impact of de-annexing 32 parcels from the 30th Street District for the new Shoreline District was much larger on the much smaller Total Assessed Value of the 30th Street District. Its Tax Increment revenue growth was only 3% and \$20k.
- Parking revenue is budgeted to increase \$690k or 9%, from \$7.7 million to \$8.4 million, based on annualizing monthly and hourly parking rate increases that took effect January 2018, and the addition of a 250-space parking condominium (of 829 total spaces) in the five-level 11th & Front parking garage that is major component of the Pioneer Crossing development.
- Other Revenues (Various Reimbursements) budgets \$5.3 million from the sale of the Agency's Capitol and Main parking garage beneath the Grove Hotel.
- Term Loan / Bond Financing shows the \$14.6 million bond for a parking garage and mixed used catalyst development in the Westside District that was moved from FY 2018.
- The FY 2019 Original Budget taps Working Capital / Fund Balance for \$13.4 million which is 2% and \$301k less than the FY 2018 Amended Budget. Working Capital is integral to the Agency's long-term Business Plan and accounts for projected / estimated revenues and expenses and projects throughout the terms of the Agency's now-three urban renewal districts.

EXPENDITURES

OPERATING EXPENSES

- Increased Parking Operator (Contractor) expenses consist of increased staffing for improved customer service and garage maintenance; garage improvements such as paint, signage,

wayfinding; increased costs for maintaining aging garages; new enforcement technology; and a 27% increase in the snow removal budget due to relatively light expenses last winter.

- Personnel increases are driven by full-year costs for the new Project Manager position filled in August 2018 which also affected the health insurance cost increase of 6%. 5% salary adjustment pool. Up to a 2% employer match of an employee's first 2% contribution to a retirement savings program such as PERSI Choice 401(k).
- Professional Services increase of \$611k due primarily to expenses associated with the study and creation of new urban renewal districts, project assessments, and parking garage materials testing.
- Rent / Maintenance / Office increased to annualize increased office rent for the Agency to reoccupy the entire 5th floor at its current location and tenant improvements.
- \$271k decrease in Repairs & Maintenance due to the relief of Agency responsibilities for the Central District after its September 30, 2018, sunset and The Grove Plaza after conveyance to the city of Boise.

• *Find all budgeted projects and amounts in attached detail pages.*

Debt Service & Contractual Obligations

- Removed for FY 2019 were the final \$2.3 million payment (Year 3 of 3) to pay off the Central District \$5.0 million term loan, the final \$764k reimbursement (Year 4 of 4) to Gardner Company for the 8th & Main building Owners Participation Agreement, and a \$915k Loss on Disposition of Properties Held for Redevelopment. Inn at 500 reimbursement reduced to \$15k from \$240k per T2 agreement. Added were \$935k Adjusted Sales Price for the 620 S. 9th Street Project Reimbursement (The Afton Phase II), \$679k Adjusted Sales Price for Ash Street Project Reimbursement, and \$300k 400 S Capitol Boulevard (Residence Inn Marriott) T2 reimbursement.

CAPITAL OUTLAY

FY 2019 is Year 1 of the new edition of the 5-Year Capital Improvement Plan (CIP). Refer to that companion document for a comprehensive look at the Agency's investment plan for capital projects.

Capital Improvement Plan (CIP) Projects.

- FY 2019 CIP projects total \$39.8 million spread across the Agency's three current districts, mostly in the River-Myrtle / Old Boise District. Notable RMOB projects include \$6.8 million for South 8th Street parking and mobility, \$5.2 million for South 8th Street sitework, \$3.0 million for a South 8th Street public plaza. Notable Westside projects include \$11.6 million for a parking garage / mixed use catalyst development, \$3.0 million for an urban park at 11th & Bannock streets.

• *Find all budgeted projects and amounts in attached detail pages.*

Parking Reinvestment Plan (PRP) Projects.

- PRP projects are budgeted an additional \$989k over the FY 2018 Amended budget for a variety of structural and functional improvements to maintain the Agency's parking garage assets, some of which can be considered aging structures.

- *Find all budgeted projects and amounts in attached detail pages.*

Mobility Projects.

- The budget for Mobility Projects is increased by \$907k to \$1,013,000 for, primarily, \$589k to cost-share with the city the engineering of a Downtown Circulator, and \$100k each for a secure bike parking facility and to form a TMA (transportation mobility association).

- *Find all budgeted projects and amounts in attached detail pages.*

Pass-Through Revenue & Expense.

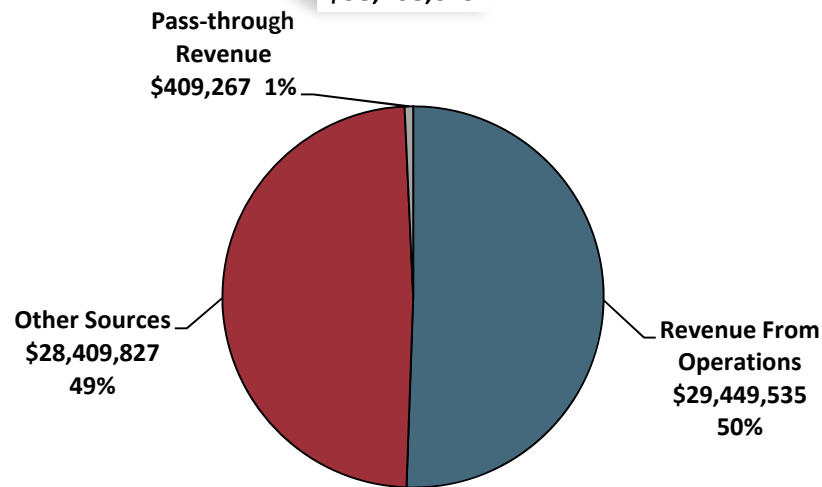
- Due to auditor determination, the debt service on the Series 2016 Lease Revenue Bonds, GBAD Expansion Project (\$23,085,000) conduit financing is shown as a note disclosure in the Agency's financial statements. That passed-through amount does not appear on CCDC's balance sheet or income statement so is not included in Agency budgets.
-



FY 2019 ORIGINAL Budget

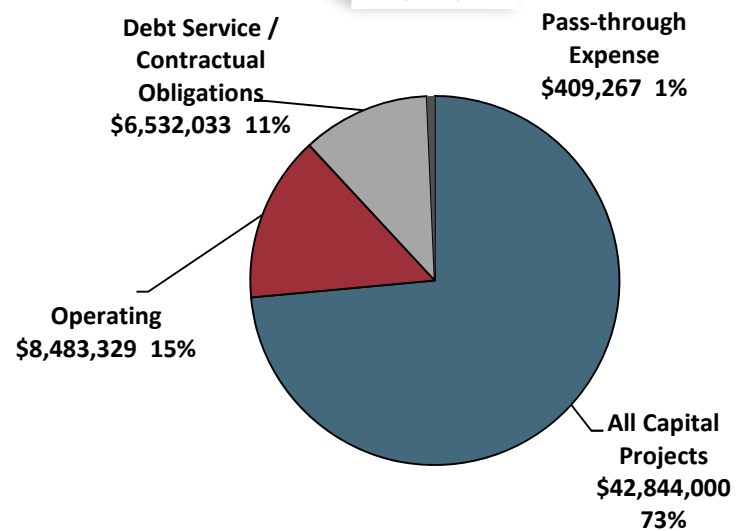
Sources

\$58,268,629



Uses

\$58,268,629



CCDC FY 2019 ORIGINAL BUDGET REVENUE SUMMARY	2018 AMENDED	2019 ORIGINAL	Difference
Revenue from Operations			
Revenue Allocation (Tax Increment).....	17,251,263	14,400,000	(2,851,263)
Parking Revenue.....	7,712,164	8,401,835	689,671
Other Revenues (Various Reimbursements).....	589,200	6,647,700	6,058,500
Subtotal	\$ 25,552,627	\$ 29,449,535	3,896,908
Other Sources			
Misc. Revenues (Grants/Leases/Property Transactions).....	313,150	430,000	116,850
Term Loan/Bond Financing.....	-	14,600,000	14,600,000
Use of (Transfer to) Working Capital / Fund Balance.....	13,681,258	13,379,827	(301,431)
Subtotal	\$ 13,994,408	\$ 28,409,827	14,415,419
Subtotal - Revenue from Operations	\$ 39,547,035	\$ 57,859,362	18,312,327
Pass-Through Revenue			
Ada County Parcels Ground Leases.....	406,658	409,267	2,609
Subtotal	\$ 406,658	\$ 409,267	2,609
TOTAL REVENUE	\$ 39,953,693	\$ 58,268,629	18,314,936
CCDC FY 2019 ORIGINAL BUDGET EXPENSE SUMMARY	2018 AMENDED	2019 ORIGINAL	Difference
Operating Expense			
* Interagency Partnerships.....	113,295	109,800	(3,495)
* Legal Services.....	273,750	294,000	20,250
Parking Operator (Contractor).....	1,920,061	2,104,863	184,802
Personnel Costs.....	1,982,000	2,145,000	163,000
* Professional Services	1,676,452	2,287,900	611,448
* Rent/Maintenance/Office.....	1,204,660	1,270,766	66,106
* Repairs/Maintenance: Streets & Facilities.....	542,248	271,000	(271,248)
Subtotal	\$ 7,712,466	\$ 8,483,329	770,863
Debt Service & Contractual Obligations			
* Parking Garage Debt Service/Contractual Obligations.....	\$ 8,712,516	\$ 6,532,033	\$ (2,180,483)
Capital Outlay			
* Capital Improvement Plan (CIP).....	21,930,853	39,755,500	17,824,647
* Parking Reinvestment Plan (PRP).....	1,085,200	2,075,000	989,800
* Mobility Projects.....	106,000	1,013,500	907,500
Subtotal	\$ 23,122,053	\$ 42,844,000	\$ 19,721,947
Subtotal - Expenses for Operations	\$ 39,547,035	\$ 57,859,362	18,312,327
Pass-Through Expense			
Ada County Parcels Ground Leases.....	406,658	409,267	2,609
Subtotal	\$ 406,658	\$ 409,267	2,609
TOTAL EXPENSE	\$ 39,953,693	\$ 58,268,629	18,314,936

* Detail Attached

CCDC FY 2019 ORIGINAL BUDGET EXPENSE DETAIL		2018 AMENDED	2019 ORIGINAL	Difference
Interagency Partnerships				
1.	Boise Valley Economic Partnership.....	20,000	20,000	-
2.	BVEP: Dues.....	3,000	3,000	-
3.	Building Owners and Managers Association (BOMA).....	5,000	5,000	-
4.	Chamber of Commerce: Regional Leadership.....	1,000	1,000	-
5.	Chamber of Commerce: State of City.....	650	650	-
6.	Chamber of Commerce: Dues.....	400	400	-
7.	COMPASS.....	8,000	8,000	-
8.	DBA: Annual Membership.....	24,000	24,000	-
9.	DBA: Trash Service/Clean Team.....	32,495	19,000	(13,495)
10.	Other Sponsorships.....	8,000	8,000	-
11.	Idaho Smart Growth.....	-	10,000	10,000
12.	Redevelopment Association of Idaho.....	10,750	10,750	-
	Subtotal	113,295	109,800	(3,495)
Legal Services				
1.	620 S 9th Phase I and Phase II Disposition.....	3,500	2,000	(1,500)
2.	Ash Street Properties Disposition.....	25,000	5,000	(20,000)
3.	Potential Parking Garage Disposition.....	13,750	-	(13,750)
4.	5th & Idaho Apartment Project.....	14,000	10,000	(4,000)
5.	New URA District Establishment.....	41,500	100,000	58,500
6.	General Contracting (Parking).....	15,000	20,000	5,000
7.	General Legislative Activities (Ops).....	3,000	8,000	5,000
8.	General Agency Operation.....	15,000	15,000	-
9.	Central District Termination Planning.....	25,000	2,000	(23,000)
10.	Redevelopment of Civic Parcels.....	4,500	2,000	(2,500)
11.	River Myrtle District General/Deannexation.....	4,500	10,000	5,500
12.	The Fowler Development.....	3,000	-	(3,000)
13.	River-Myrtle / Old Boise District Bond Financing.....	5,000	-	(5,000)
14.	Pioneer Crossing Garage.....	20,000	-	(20,000)
15.	Boise Main Library.....	5,000	50,000	45,000
16.	Stadium Assessment.....	59,000	50,000	(9,000)
17.	30th Street District General.....	2,000	5,000	3,000
18.	Westside District General.....	15,000	15,000	-
	Subtotal	273,750	294,000	20,250

CCDC FY 2019 ORIGINAL BUDGET		2018	2019	
EXPENSE DETAIL		AMENDED	ORIGINAL	Difference
Professional Services				
1.	Boise GreenBike Station Sponsorship.....	10,000	10,000	-
2.	Central District Termination Planning.....	72,500	-	(72,500)
3.	Grove Plaza Marketing/Consultant.....	2,546	-	(2,546)
4.	Project Assessment.....	470,000	785,000	315,000
5.	Aerial Maps.....	15,000	5,000	(10,000)
6.	HR Consultant.....	5,000	5,000	-
7.	Document Management Services.....	4,000	4,000	-
8.	Document Shredding.....	500	500	-
9.	Education Outreach (PARCS and DPPS).....	50,000	50,000	-
10.	Financial Services: Arbitrage.....	4,000	6,500	2,500
11.	Governmental Relations (Legislative).....	36,000	36,000	-
12.	Independent Audit Fees.....	47,000	47,000	-
13.	IT Services.....	45,400	45,400	-
14.	New URD Consultant and Establishment	638,506	772,500	133,994
15.	Office Update/Renovation.....	30,000	60,000	30,000
16.	IPI Accredited Parking Certification.....	-	15,000	15,000
17.	Professional Services (Planning, Design, Engr.).....	151,000	101,000	(50,000)
18.	Public Information Program.....	95,000	95,000	-
19.	Garage Design Standard Update	-	-	-
20.	Parking & Mobility Sponsorships.....	-	30,000	30,000
21.	Parking Garage Material Testing.....	-	200,000	200,000
22.	Parking Mgmt Plan Update.....	-	20,000	20,000
	Subtotal	1,676,452	2,287,900	611,448

CCDC FY 2019 ORIGINAL BUDGET		2018	2019	
EXPENSE DETAIL		AMENDED	ORIGINAL	Difference
Rent/Maintenance - Office				
1. Advertising: Legal notices & Marketing.....		3,000	3,000	-
2. Banking Fees.....		500	500	-
3. Computer & Software Supplies.....		10,000	10,000	-
4. Computer Equipment.....		44,000	32,000	(12,000)
5. Condominium Mgmt Expenses.....		128,000	135,100	7,100
6. Data And Web Hosting Service.....		26,500	26,500	-
7. Dues & Subscriptions.....		9,940	9,940	-
8. Insurance.....		134,000	140,000	6,000
9. Local Meeting Expense.....		5,000	5,000	-
10. Merchant Fees (Parking Operations).....		300,000	300,000	-
11. Miscellaneous.....		3,605	3,605	-
12. Office & Phones.....		5,300	5,300	-
13. Office Equipment Lease & Repairs.....		10,000	10,000	-
14. Office Furniture & Equipment.....		16,000	32,000	16,000
15. Rent (CCDC Office, Trailhead Office, County Ground Lease).....		436,615	477,621	41,006
16. Office Supplies.....		12,000	12,000	-
17. Personnel Training (Local).....		13,750	15,250	1,500
18. Postage.....		1,000	1,000	-
19. Printing & Binding.....		1,500	3,500	2,000
20. Professional Development (Non-local).....		41,250	45,750	4,500
21. Validation Expense (Parking Operations).....		2,700	2,700	-
Subtotal		1,204,660	1,270,766	66,106
Repairs/Maintenance - Streets & Facilities				
1. 8th Street		17,448	-	(17,448)
2. Holiday Lighting.....		10,800	12,000	1,200
3. Repairs & Maintenance.....		269,000	215,000	(54,000)
4. Street Furniture.....		9,000	15,000	6,000
5. The Grove - Operations.....		200,000	-	(200,000)
6. Utilities.....		36,000	29,000	(7,000)
Subtotal		542,248	271,000	(271,248)
Debt Service & Contractual Obligations				
1. Parking Garage Debt Repayments.....		4,328,121	4,428,033	99,912
2. CD, Bond Repayment.....		2,290,050	-	(2,290,050)
3. CD, 8th & Main (Owner Participation).....		764,345	-	(764,345)
4. WD, Owyhee Plaza T2 Reimbursement.....		175,000	175,000	-
5. RD, 620 S. 9th Phase II Reimbursement (Adjusted Sales Price).....		-	935,000	935,000
6. RD, Ash Street Project Reimbursement (Adjusted Sales Price).....		-	679,000	679,000
7. RD, 400 Capitol Blvd. - Residence Inn Marriott - T2 Reimbursement.....		-	300,000	300,000
8. RD, 500 Capitol Blvd. - Inn at 500 Hotel - T2 Reimbursement.....		240,000	15,000	(225,000)
9. RD, Loss on Disposition of Properties Held for Redevelopment.....		915,000	-	(915,000)
Subtotal		8,712,516	6,532,033	(2,180,483)

CCDC FY 2019 ORIGINAL BUDGET EXPENSE DETAIL		2018 AMENDED	2019 ORIGINAL	Difference
Capital Improvement Plan (CIP)				
1. CD, Central District Closeout Improvements.....		3,300,000	-	(3,300,000)
2. CD, City Hall Plaza Improvements.....		1,371,352	-	(1,371,352)
3. CD, 9th & Main Garage Secure Bike Facility.....		30,000	-	(30,000)
4. CD, Newspaper Stand Consolidation.....		90,000	-	(90,000)
5. CD, Capitol & Main Garage Painting.....		235,000	-	(235,000)
6. CD, 176 Capitol Blvd-Business Interiors of Idaho - Type 1.....		150,000	-	(150,000)
7. CD, 150 8th Street - Capitol Terrace - Type 1.....		150,000	-	(150,000)
8. CD, Union Block (Diablo & Sons) - Type 1 Grant - Awnings.....		150,000	-	(150,000)
9. CD, 801 Main Street (Oppenheimer Retail) - Type 1 - Awnings.....		150,000	-	(150,000)
10. CD, 801 W Bannock (Funky Taco) - Public Art - Mural.....		122,000	-	(122,000)
11. CD, Main Street Station Public Art.....		83,000	-	(83,000)
12. RD, 8th St. Corridor Improvements Phase 1.....		117,000	242,000	125,000
13. RD, Broad St, Capitol-2nd, Street&Infrastructure Improvements.....		240,000	-	(240,000)
14. RD, 503 Ash Street - Ash Street Properties Land Dev. & Alley Purchase - Type 4.....		33,000	-	(33,000)
15. RD, Extended Sidewalks, Vacated Driveways, Conduit for Signalization.....		17,262	-	(17,262)
16. RD, 620 S 9th Phase II Site Remediation (The Afton).....		240,700	-	(240,700)
17. RD, Main St, Capitol-5th, South Side.....		150,000	-	(150,000)
18. RD, Alley Program - Main and Idaho, 3rd to 5th.....		328,768	-	(328,768)
19. RD, 503 Idaho St - 5th&Idaho Public Park & Undergrounding Utilities - T4.....		-	744,000	744,000
20. RD, 401 5th Street - Fowler Apartment - Type 3 Participation Program.....		555,000	-	(555,000)
21. RD, 502 Front Street - Remnant Parcel - T5 (Conveyance Costs).....		10,000	-	(10,000)
22. RD, 610 Julia Davis Drive - Idaho Historical Museum - Type 4.....		149,355	-	(149,355)
23. RD, River Street SS, Ash to 12th St.....		150,000	-	(150,000)
24. RD, Streetscape Design Next Year's Projects.....		50,000	50,000	-
25. RD, 1150 Myrtle 11th&Front Garage - Purchase 250 Public Parking Spaces.....		5,247,076	-	(5,247,076)
26. RD, 11th & Myrtle - Pioneer Corner Improvements - Type 4.....		125,000	-	(125,000)
27. RD, 5th & Myrtle New Signalized Crossing.....		-	200,000	200,000
28. RD, Downtown Circulator Preliminary Engineering.....		-	354,100	354,100
29. RD, VRT Transit Improvements.....		26,000	26,000	-
30. RD, Alley Program - Grove and Main, 6th to Capitol.....		45,000	400,000	355,000
31. RD, Grove Street Pedestrian Street Plan (13th-10th) per ACHD/DBIP.....		75,000	75,000	-
32. RD, Grove Street Pedestrian Street Plan (4th-3rd) per ACHD/DBIP.....		75,000	-	(75,000)
33. RD, Pioneer Corridor Pathway Monument Signage.....		-	75,000	75,000
34. RD, South 8th Street Parking and Mobility.....		-	6,800,000	6,800,000
35. RD, South 8th Street Sitework (\$2.59M BOND) / Streetscapes.....		-	5,200,000	5,200,000
36. RD, South 8th Street Public Plaza.....		-	3,000,000	3,000,000
37. RD, Myrtle Street, Capitol - 2nd, Both Sides (Pending ITD Permission).....		-	610,000	610,000
38. RD, 6th Street Streetscapes, Main to Front Street.....		-	600,000	600,000
39. RD, 5th Street Utility Undergrounding Front to Main and Conduit Bank.....		-	500,000	500,000
40. RD, Bannock St. Improv, 8th to Capitol Blvd, North side (split with Westside District).....		-	400,000	400,000
41. RD, 503 Ash Street - Ash Street Properties - Type 5 Participation Program.....		-	318,000	318,000
42. RD, 15th Street Utility Undergrounding and Conduit Bank.....		-	300,000	300,000
43. RD, 8th Street Improvements, State to Bannock (split with Westside District).....		-	200,000	200,000
44. RD, Conduit Bank, Bannock Street (6th Street to 8th Street).....		-	150,000	150,000
45. RD, Conduit Bank, Capital Boulevard (Broad Street to Grove Street).....		-	115,000	115,000
46. RD, Newspaper Stand Consolidation.....		-	50,000	50,000
47. RD, Alley Program - Grove and Main, 4th - 5th.....		-	25,000	25,000
48. RD, Alley Program - Grove and Main, 5th - 6th.....		-	25,000	25,000
49. RD, Tree Replacement/Addition with Community Forestry.....		-	10,000	10,000
50. RD, 1420 Front Street - Verraso - Type 1 Participation Program.....		150,000	-	(150,000)

(Continued on next page)

CCDC FY 2019 ORIGINAL BUDGET EXPENSE DETAIL	2018 AMENDED	2019 ORIGINAL	Difference
Capital Improvement Plan (CIP)			
51. RD, Adelmann Building - Type 1 Participation Program.....	-	150,000	150,000
52. RD, 122 5th Street - Shops at 5th - Type 1 Participation Program.....	-	150,000	150,000
53. RD, Type 1 Streetscape Reimbursements (Not Yet Awarded).....	-	400,000	400,000
54. RD, Traffic Box Art Wraps.....	10,000	15,000	5,000
55. RD, Broad Street Central Addition Gateway Signs.....	-	75,000	75,000
56. WD, Main St, 13th - 14th, 1/2 block SS Infill, NW corner.....	100,000	-	(100,000)
57. WD, 918 Idaho Street - Athlos Academies - Type 3.....	750,000	-	(750,000)
58. WD, Parking Garage+Mixed Use Catalyst Development.....	-	11,600,000	11,600,000
59. WD, Streetscape Design Upcoming Projects.....	50,000	50,000	-
60. WD, Downtown Circulator Preliminary Engineering.....	-	234,400	234,400
61. WD, Downtown Urban Parks 11th and Bannock (BOND).....	100,000	3,000,000	2,900,000
62. WD, 15th Street Utility Undergrounding and Conduit.....	-	500,000	500,000
63. WD, Bannock Street Streetscapes, 9th - Capitol (Split with RM).....	-	475,000	475,000
64. WD, 8th Street Streetscapes, State - Bannock, Both Sides (Split w RM).....	-	400,000	400,000
65. WD, Conduit Bank, 8th Street (Bannock Street to State Street).....	-	150,000	150,000
66. WD, 1024 Bannock St - Hyatt Place T2.....	-	120,000	120,000
67. WD, Newspaper stand consolidation.....	-	50,000	50,000
68. WD, Tree Replacement/Addition with Community Forestry.....	-	10,000	10,000
69. WD, Type 1 Streetscape Reimbursements.....	150,000	550,000	400,000
70. WD, Property Acquisitions.....	7,130,340	-	(7,130,340)
71. WD, Traffic Box Art Wraps.....	10,000	20,000	10,000
72. 30D, 301 N 29th Whittier School T4.....	-	540,000	540,000
73. 30D, 24th & Fairview Adare Manor T4.....	-	250,000	250,000
74. 30D, Main Fairview Improvement, transit island etc.....	-	230,000	230,000
75. 30D, Type 1 Participation.....	-	150,000	150,000
76. 30D, Traffic Box Art Wraps.....	15,000	17,000	2,000
Subtotal	21,932,871	39,757,519	17,824,647
Parking Reinvestment Plan			
1. All: Website Upgrades.....	12,000	15,000	3,000
2. ParkBOI Garage Signage.....	214,000	-	(214,000)
3. Lobbies & Stairwells Painting.....	100,000	-	(100,000)
4. Exterior Painting - 9th&Front Garage.....	36,000	-	(36,000)
5. Suicide Prevention Rail 9th&Front Garage.....	38,200	-	(38,200)
6. Cap & Main Elevators Refurbish.....	155,000	250,000	95,000
7. PARCS Software Upgrade.....	-	30,000	30,000
8. 10th & Front Garage Refurbishment.....	500,000	500,000	-
9. ParkBOI Signs Phase II.....	30,000	30,000	-
10. 9th & Front Membrane 5-Year Warranty Extension	-	230,000	230,000
11. 9th & Front Stair Structural PM.....	-	50,000	50,000
12. 9th & Main Membrane 5-Year Warranty Extensinon.....	-	250,000	250,000
13. Capitol & Main Ramp Base.....	-	20,000	20,000
14. LED Lights Upgrades.....	-	200,000	200,000
15. ParkBOI Code Analysis and Compliance.....	-	500,000	500,000
Subtotal	1,085,200	2,075,000	989,800
Mobility Projects			
1. Park & Ride Support - Elder Street.....	106,000	150,000	44,000
2. Cost Share - City of Boise Circulator Engineering.....	-	588,500	588,500
3. Parking Initiatives.....	-	25,000	25,000
4. Parking+ (Traffic/Parking Development Modeling).....	-	50,000	50,000
5. Secure Bike Parking Facility.....	-	100,000	100,000
6. Transportation Mobility Assoc (TMA) formation.....	-	100,000	100,000
Subtotal	106,000	1,013,500	907,500

EXHIBIT A
CAPITAL CITY DEVELOPMENT CORPORATION
FISCAL YEAR 2019 ORIGINAL BUDGET

	FISCAL YEAR 2017 ACTUAL	AMENDED FISCAL YEAR 2018 BUDGET	FISCAL YEAR 2019 BUDGET
<u>GENERAL/SPECIAL REVENUE FUNDS:</u>			
GENERAL OPERATIONS FUND			
Transfers	2,432,490	3,324,446	4,273,440
Other	132,552	341,000	155,100
Total Revenues	2,565,042	3,665,446	4,428,540
Total Expenses	2,565,042	3,665,446	4,428,540
CENTRAL REVENUE ALLOCATION FUND			
Revenue Allocation (<i>Property Tax Increment</i>)	5,013,082	5,081,263	0
Transfers	668,638	4,183,478	2,000
Other	217,852	46,250	0
Total Revenues	5,899,571	9,310,991	2,000
Total Expenses	5,899,571	9,310,991	2,000
RIVER-MYRTLE / OLD BOISE REV ALLOC FUND			
Revenue Allocation (<i>Property Tax Increment</i>)	6,724,200	8,500,000	10,000,000
Transfers	(14,656,587)	3,615,467	11,257,729
Other	19,710,323	651,600	5,885,700
Total Revenues	11,777,936	12,767,067	27,143,429
Total Expenses	11,777,936	12,767,067	27,143,429
WESTSIDE REVENUE ALLOCATION FUND			
Revenue Allocation (<i>Property Tax Increment</i>)	2,624,575	3,000,000	3,700,000
Transfers	(1,453,113)	5,536,340	-1,967,100
Other	11,338	190,500	15,980,000
Total Revenues	1,182,800	8,726,840	17,712,900
Total Expenses	1,182,800	8,726,840	17,712,900
30TH STREET REVENUE ALLOCATION FUND			
Revenue Allocation (<i>Property Tax Increment</i>)	506,815	670,000	700,000
Transfers	(493,883)	(603,000)	542,000
Total Revenues	13,443	67,000	1,242,000
Total Expenses	13,443	67,000	1,242,000
PARKING FUND			
Parking	6,680,754	7,696,164	8,381,835
Transfers	2,415,648	(2,454,473)	(819,342)
Other	145,593	85,000	85,000
Total Revenues	9,241,995	5,326,691	7,647,493
Total Expenses	9,241,995	5,326,691	7,647,493
DEBT SERVICE FUND			
Lease & Bond Revenue	87,952	89,658	92,267
Transfers	0	0	0
Total Revenues	87,952	89,658	92,267
Total Expenses	87,952	89,658	92,267
TOTAL REVENUES	\$ 30,768,739	\$ 39,953,693	\$ 58,268,629
TOTAL EXPENSES	\$ 30,768,739	\$ 39,953,693	\$ 58,268,629

EXHIBIT B
CAPITAL CITY DEVELOPMENT CORPORATION
FISCAL YEAR 2019 ORIGINAL BUDGET

BY THE BOARD OF COMMISSIONERS OF THE CAPITAL CITY DEVELOPMENT CORPORATION:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CAPITAL CITY DEVELOPMENT CORPORATION TO BE TERMED THE "ANNUAL APPROPRIATION RESOLUTION" APPROPRIATING SUMS OF MONEY AUTHORIZED BY LAW FOR A TWELVE MONTH PERIOD FROM THE FIRST DAY OF OCTOBER 2018 AND INCLUSIVE OF THE LAST DAY OF SEPTEMBER 2019 FOR ALL GENERAL, SPECIAL AND CORPORATE PURPOSES; AND DIRECTING THE EXECUTIVE DIRECTOR TO SUBMIT SAID BUDGET; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CAPITAL CITY DEVELOPMENT CORPORATION, OF BOISE CITY, IDAHO, AS FOLLOWS:

Section 1. That the following total amount or so much thereof as may be necessary, is hereby appropriated out of any money in the Agency accounts for general, special, and corporate activities for the Capital City Development Corporation for the fiscal year beginning the first day of October 2018 and inclusive of the last day of September 2018.

Section 2. That the Executive Director shall submit said budget to the City of Boise.

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

	FY 2017 ACTUAL EXPENSE	FY 2018 BUDGET EXPENSE	FY 2019 BUDGET EXPENSE
<u>FUNDS:</u>			
GENERAL OPERATIONS FUND	2,565,042	3,665,446	4,428,540
CENTRAL REVENUE ALLOCATION FUND	5,899,571	9,310,991	2,000
RIVER MYRTLE OLD BOISE REV ALLOC FUND	11,777,936	12,767,067	27,143,429
WESTSIDE REVENUE ALLOCATION FUND	1,182,800	8,726,840	17,712,900
30TH STREET REVENUE ALLOCATION FUND	13,443	67,000	1,242,000
PARKING FUND	9,241,995	5,326,691	7,647,493
DEBT SERVICE FUND	87,952	89,658	92,267
TOTAL	\$ 30,768,740	\$ 39,953,693	\$ 58,268,629

PASSED AND ADOPTED by the Capital City Development Corporation of the City of Boise, Idaho, on this 29th day of August, 2018.

Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on this 29th day of August, 2018.

Approved:

By _____
Dana Zuckerman, Chair

Attest:

By _____
David Bieter, Secretary

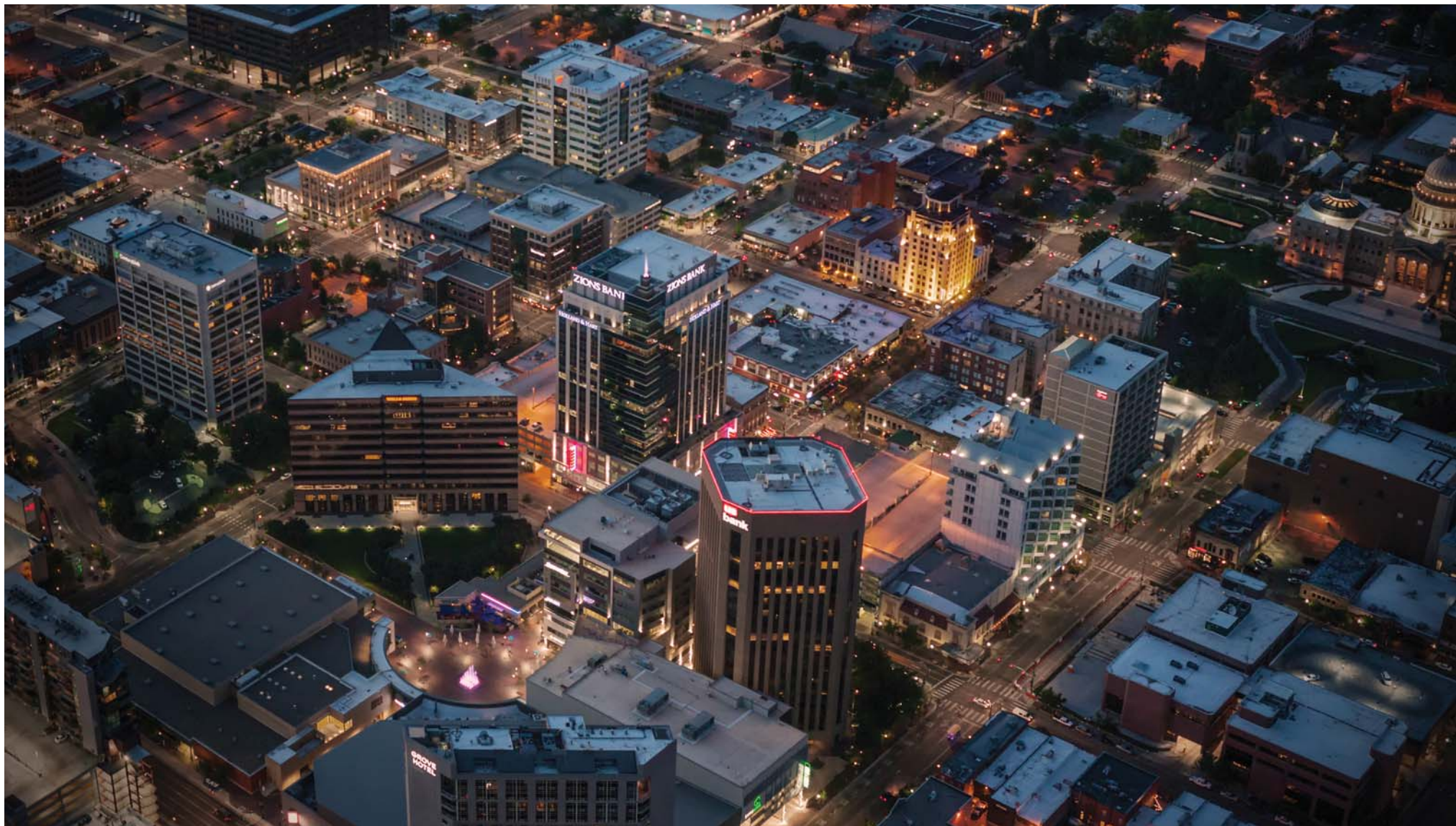
EXHIBIT A
CAPITAL CITY DEVELOPMENT CORPORATION
PROPOSED FISCAL YEAR 2019 ORIGINAL BUDGET

AN ESTIMATE OF REVENUES AND EXPENSES OF THE CAPITAL CITY DEVELOPMENT CORPORATION FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2018 TO AND INCLUSIVE OF SEPTEMBER 30, 2019 (FISCAL YEAR 2019), AND NOTICE OF PUBLIC HEARING .

As required by Idaho Code, the Board of Commissioners of the Capital City Development Corporation has estimated the amount of money necessary for all purposes during Fiscal Year 2019 and prepared a proposed budget that includes an estimate of revenues and expenses and that reflects current Board policy on budget-related matters. As also required by Idaho Code, the budget will be entered into the minutes of the Agency and published in the Idaho Statesman newspaper. Citizens are invited to attend the budget hearing that begins at noon, August 29, 2018 at Capital City Development Corporation, 121 N. 9th St, Suite 501, Boise, Idaho. Citizens may submit written or oral comments concerning the Agency's proposed budget. A copy of the proposed budget is available at Capital City Development Corporation during regular business hours, weekdays, 8:00 a.m. to 5:00 p.m. Please notify CCDC at 208-384-4264 for any accommodations necessary for persons with disabilities.

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TOTAL REVENUES	\$ 30,768,739	\$ 39,953,693	\$ 58,268,629
TOTAL EXPENSES	\$ 30,768,739	\$ 39,953,693	\$ 58,268,629

MOTION TO APPROVE THE PROPOSED BUDGET PASSED BY THE BOARD OF COMMISSIONERS OF THE CAPITAL CITY DEVELOPMENT CORPORATION IN BOISE, IDAHO, THIS 13th DAY OF AUGUST 2018. This is an accurate statement of the proposed expenditures and revenues as presented to the Board of Commissioners for Fiscal Year 2019. APPROVED BY THE CHAIR OF THE CAPITAL CITY DEVELOPMENT CORPORATION IN BOISE, IDAHO THIS 13th DAY OF AUGUST 2018. Dana Zuckerman, Chair. David Bieter, Secretary .



5-YEAR CAPITAL IMPROVEMENT PLAN

FISCAL YEARS 2019-2023 DRAFT 8.9.2018

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20 30TH STREET

22 CITY GOAL IMPLEMENTATION

23 CIP PROJECT MAP





CAPITAL CITY
DEVELOPMENT CORP

COLLABORATE

Collaborate by bringing partners together to achieve vitality goals

Collaborate with Boise City to realize vision of Comprehensive Plan

Collaborate with VRT/ACHD/ITD on transportation, transit and mobility goals

Collaborate with local, regional, state and federal economic development agencies to retain, develop and expand the business of commercial development

Collaborate with private developers and entrepreneur partners to find opportunities to leverage assets

CREATE

Create new places of disinvested spaces

Create livable urban neighborhoods

Create shared visions and aspirational plans to guide development

Create high quality urban projects with synergistic mixed uses

Create culture and livability in public realm

Create catalytic new projects that stimulate neighborhood health

VISION

HELP THE BOISE COMMUNITY THRIVE IN A SUSTAINABLE ECONOMY WHERE AN EXCEPTIONAL BUILT ENVIRONMENT AND EXCELLENT BUSINESS OPPORTUNITIES ARE IN PERFECT BALANCE.

MISSION

CCDC IGNITES DIVERSE ECONOMIC GROWTH, BUILDS VIBRANT URBAN CENTERS, AND PROMOTES HEALTHY COMMUNITY DESIGN.

FIVE CORE VALUES

PROFESSIONALISM
LEADERSHIP
ACCOUNTABILITY
INTEGRITY
TRANSPARENCY

KEY STRATEGIES

DEVELOP

CCDC Participation Program

Stimulating downtown development with public infrastructure

1. Grants
2. General Assistance
3. Special Assistance
4. Public-Private Project Coordination
5. Property Disposition/ Redevelopment

COMPLETE

Build lasting public infrastructure that stimulates development

Attract private development and grow economic base

Attract new infill developments and downtown core residents

Fuel economic growth creating low vacancy/high occupancy buildings

Target/promote development uses for healthy downtown economy



ECONOMIC
DEVELOPMENT



INFRASTRUCTURE



MOBILITY



PLACE MAKING



SPECIAL PROJECTS

DISTRICT MAP



URBAN RENEWAL DISTRICT MAP

ABOUT THE CIP



PARTNER AGENCY PLANS

PARTNER AGENCY PLANS ARE USED TO INFORM THE URBAN RENEWAL PLANS.



URBAN RENEWAL PLANS

LONG TERM URBAN RENEWAL PLANS ARE WRITTEN WHEN THE DISTRICTS ARE FORMED.



RIVER MYRTLE DISTRICT
1996 - 2025



WESTSIDE DISTRICT
2003 - 2026



30TH STREET DISTRICT
2014 - 2033



5-YEAR CAPITAL IMPROVEMENT PLAN



1-YEAR BUDGET



1-YEAR PROJECT LIST

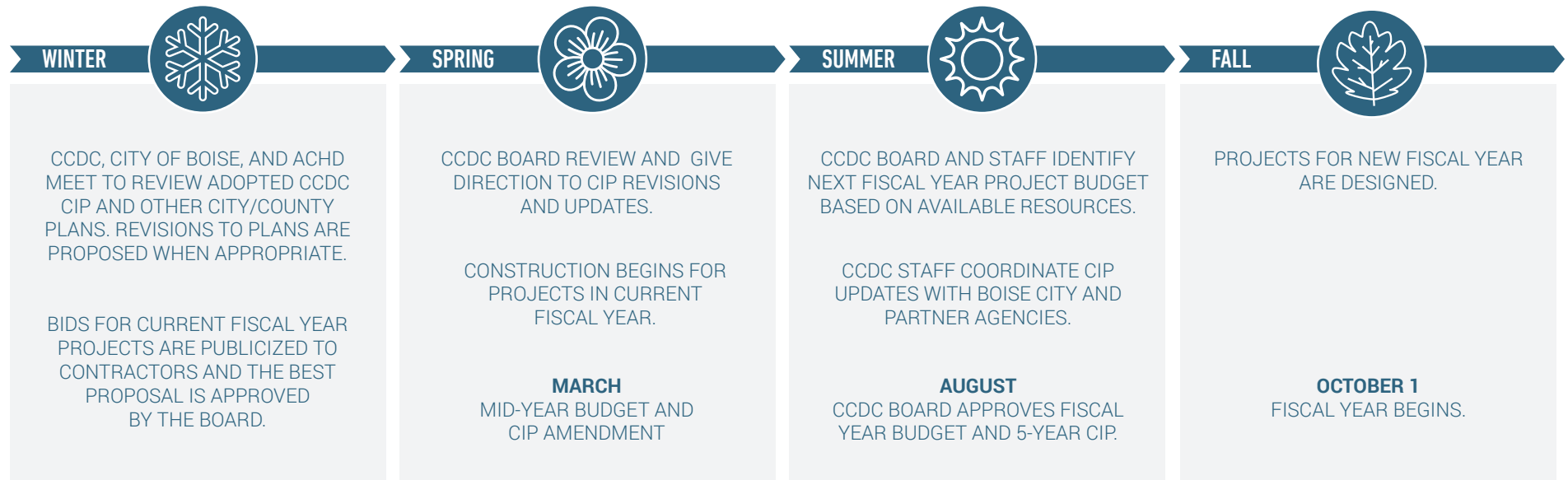
WHY DOES CCDC CREATE A 5-YEAR CIP?

CCDC creates a 5-year fiscally responsible CIP as a predictable framework to collaborate with agency and community partners to achieve urban redevelopment goals and the long term vision for the city. The plan allows for flexibility to take advantage of unanticipated opportunities and changes in market conditions.

The CIP is built in conjunction with the budget to allocate limited resources by district to various capital improvement projects and participation program agreements. The plan is evaluated and revised annually and amended at the mid-year point to make necessary adjustments as conditions change.

WHAT TYPES OF PROJECTS ARE INCLUDED IN THE CIP?

CCDC is enabled by state statute to “prevent or arrest the decay of urban areas” and to “encourage private investment in urban areas.” CCDC does this through a variety of direct investments in public amenities and strategic planning efforts that benefit the public good. These investments fall into five main categories: Economic Development, Infrastructure, Mobility, Place Making, and Special Projects. In addition to managing our own projects, CCDC also assists the City of Boise and private developers by contributing to components of their projects which benefit the public.



KEY STRATEGIES

CIP
2019 – 2023



1

ECONOMIC DEVELOPMENT

CULTIVATE COMMERCE AND GROW RESILIENT, DIVERSIFIED, AND PROSPEROUS LOCAL ECONOMIES.



2

INFRASTRUCTURE

IMPROVE PUBLIC INFRASTRUCTURE TO ATTRACT NEW INVESTMENT AND ENCOURAGE BEST USE OF PROPERTY.



3

MOBILITY

EXPAND MOBILITY CHOICES THAT INCLUDE PARKING AND MULTIPLE TRANSIT MODES TO ENABLE UNIVERSALLY ACCESSIBLE URBAN DISTRICTS.



4

PLACE MAKING

DEVELOP PUBLIC SPACES AND ENERGIZED ENVIRONMENTS WHERE A BLEND OF CULTURES AND CONCENTRATED MIX OF USES CREATE A VALUED SENSE OF PLACE.



5

SPECIAL PROJECTS

INVEST IN PROJECTS THAT RESPOND TO EMERGING REVITALIZATION OPPORTUNITIES INCLUDING PUBLIC AMENITIES, HISTORIC PRESERVATION, AND SUPPORT OF LOCAL ARTS AND CULTURE.



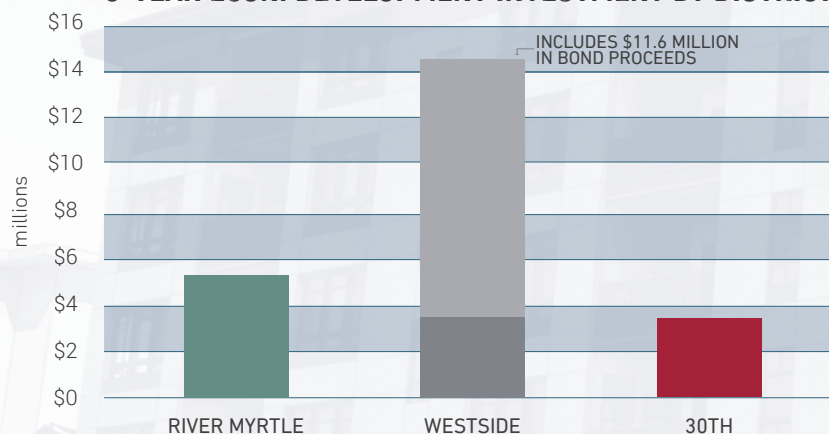


ECONOMIC DEVELOPMENT

CULTIVATE COMMERCE AND GROW RESILIENT,
DIVERSIFIED, AND PROSPEROUS LOCAL ECONOMIES



5-YEAR ECON. DEVELOPMENT INVESTMENT BY DISTRICT



WHAT DOES THIS TYPE OF PROJECT INCLUDE?

- PUBLIC PRIVATE PARTNERSHIPS THROUGH OUR PARTICIPATION PROGRAM AGREEMENTS
- CREATING BUSINESS INCUBATOR OFFICE SPACES (I.E. TRAILHEAD)
- LAND ACQUISITION FOR REDEVELOPMENT
- PROPERTY DISPOSITION FOR REDEVELOPMENT THROUGH PUBLIC REQUEST FOR PROPOSAL PROCESS

WHY DOES CCDC INVEST IN THESE PROJECTS?

Boise's redevelopment agency exists for the purpose of economic development and everything we do is to drive more investment in our district and to help the local economy thrive. Fostering the expansion of local enterprise and career opportunity creates economic energy in our districts and beyond. CCDC's Participation Program is a policy created to leverage private investment with public investment by funding public improvements with the tax increment the project will generate.

Redeveloping properties within our districts enhances the urban environment and fuels economic growth. When CCDC acquires a property it is for the specific purpose of redevelopment. Often the properties are underdeveloped and the agency issues a public call for proposals, to see what the development community will create within the parameters CCDC sets. This gives the agency the ability to request and promote particular strategies, such as housing and mixed use development.

Housing has become a particular concern in keeping Boise livable, and as such CCDC will continue to assist the City of Boise with its **Housing Strategy** to increase and promote affordable housing options and supportive services.

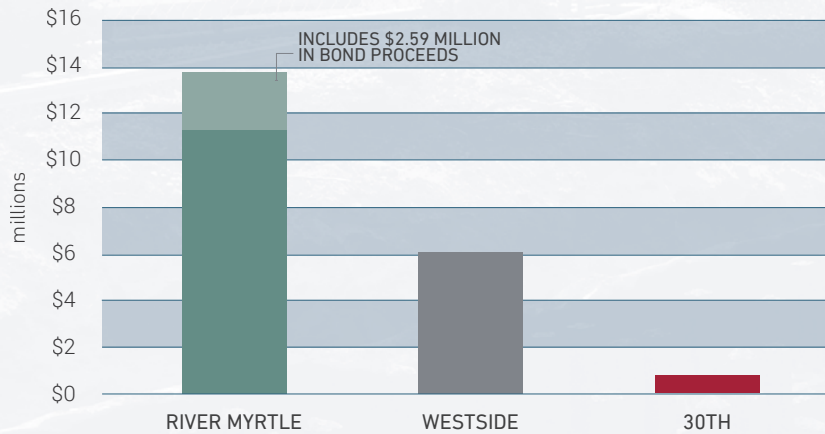


INFRASTRUCTURE

IMPROVE PUBLIC INFRASTRUCTURE TO ATTRACT NEW INVESTMENT AND ENCOURAGE BEST USE OF PROPERTY

CIP
2019 – 2023

5-YEAR INFRASTRUCTURE INVESTMENT BY DISTRICT



WHAT DOES THIS TYPE OF PROJECT INCLUDE?

- FIBER-OPTIC CABLES
- PUBLIC WI-FI
- GEOTHERMAL EXTENSIONS
- NEW STREET CONSTRUCTION AND SIGNAL INSTALLATION
- UTILITY UNDER GROUNDING AND EXTENSION
- GREEN STORM WATER INFRASTRUCTURE (SUSPENDED PAVING SYSTEMS)
- STREETScape UPDATES

WHY DOES CCDC INVEST IN THESE PROJECTS?

The agency focuses on infrastructure as a means to attract more investment. Improving access, livability, and sustainability in downtown increases property values and also stimulates private developers to invest in and enhance real estate. CCDC's investments in public infrastructure encourage the highest and best use for properties downtown. By constructing infrastructure private developers can simply connect to existing utilities and amenities, which helps offset higher land and construction costs.

Another way in which CCDC promotes sustainability is through environmentally friendly infrastructure such as geothermal system expansion, and green storm water infrastructure which limits water runoff. CCDC's partnership with the City of Boise is essential to growing the city's robust geothermal heating system; a key goal of **Boise's first Eco-District in the Central Addition Neighborhood**. These infrastructure advancements will make geothermal more accessible and gives real estate developers and property owners an attractive option in using this natural heating source.

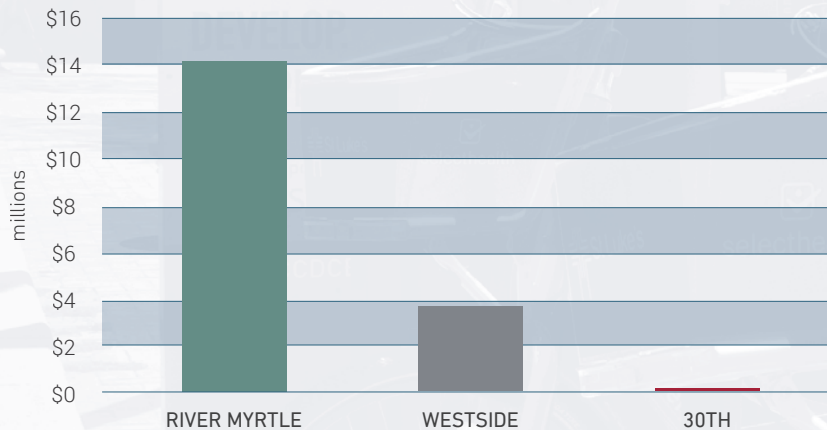


MOBILITY

EXPAND MOBILITY CHOICES THAT INCLUDE PARKING AND MULTIPLE TRANSIT MODES TO ENABLE UNIVERSALLY ACCESSIBLE URBAN DISTRICTS

CIP
2019 – 2023

5-YEAR MOBILITY INVESTMENT BY DISTRICT



WHAT DOES THIS TYPE OF PROJECT INCLUDE?

- CAPITAL IMPROVEMENTS AND UPDATES TO EXISTING PARKING STRUCTURES
- CONTRIBUTING FUNDS TO PUBLIC/ PRIVATE PARTNERSHIP PARKING GARAGE PROJECTS
- DOWNTOWN CIRCULATOR PRELIMINARY ENGINEERING AND CONSTRUCTION FUNDING
- BOISE GREENBIKE
- TRANSIT SHELTERS
- PROTECTED BIKE LANES
- VRT PROJECT FUNDING
- BUILDING NEW PARKING STRUCTURES
- 2-WAY STREET CONVERSIONS

WHY DOES CCDC INVEST IN THESE PROJECTS?

Expanding mobility choices and access to public transit is essential to a healthy downtown. Alternative transportation options increase property values and improve the capacity and efficiency of the street system. Through support of public transit, protected bike lanes, Boise GreenBike, a car-share program, and park and ride systems – CCDC improves access and mobility options in and around downtown. This in turn promotes economic and tourist activity as well as public health through active transportation options and reduced carbon emissions from traffic congestion. Additionally, converting streets from 1-way to 2-way advances **economic vitality** by making it easier and more convenient for visitors and residents to shop, dine, and enjoy our beautiful city.

Structured public parking contributes to a vibrant downtown and a strong economy in many ways. Structured public parking consolidates parking facilities and frees up land for development that would otherwise continue to be used as uninviting, under performing, inefficient surface parking. Structured parking can also be located more conveniently to high demand areas than surface lots, and can be integrated with a mix of retail, commercial, and residential uses. Structured parking allows former surface lots to redevelop into a variety of uses that are more productive and appealing, including residential, commercial, or even open space. CCDC supports public structured parking by providing financing of new structures and management of existing structures. Public parking garages **leverage significant new private development investment.**

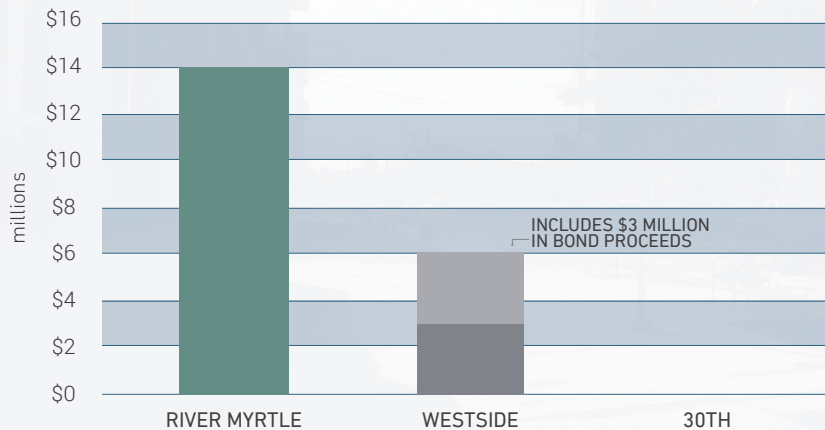


PLACEMAKING

DEVELOP PUBLIC SPACES AND ENERGIZED ENVIRONMENTS WHERE A BLEND OF CULTURES AND CONCENTRATED MIX OF USES CREATE A VALUED SENSE OF PLACE

CIP
2019 – 2023

5-YEAR PLACEMAKING INVESTMENT BY DISTRICT



WHAT DOES THIS TYPE OF PROJECT INCLUDE?

- NEIGHBORHOOD PLACMAKING PROJECTS (SUCH AS BROAD STREET AND 8TH STREET)
- OPEN SPACE CREATION - PUBLIC PARKS, PLAZAS, SIDEWALK CAFE SEATING, AND PATHWAYS (E.G. THE GROVE PLAZA, PIONEER PATHWAY)
- NEIGHBORHOOD STRATEGY BRANDING

WHY DOES CCDC INVEST IN THESE PROJECTS?

Creating places and neighborhoods people love is a key element in making a city desirable for residents, visitors, and investors. There is a tangible difference between the streets which CCDC has improved with new trees, pavers, and benches and the old, cracked concrete sidewalks with no shade or interest for a pedestrian. Place making **contributes to the economic vitality of downtown** by making the city a place people want to spend time exploring. The Grove Plaza and 8th Street, both CCDC projects, are thriving gathering places which benefit neighboring shops and restaurants.

This energetic city center has a multiplier effect, **bringing vibrancy to the entire downtown** neighborhood. CCDC will continue to expand this energy into new neighborhoods with many upcoming streetscape, and public improvement projects.

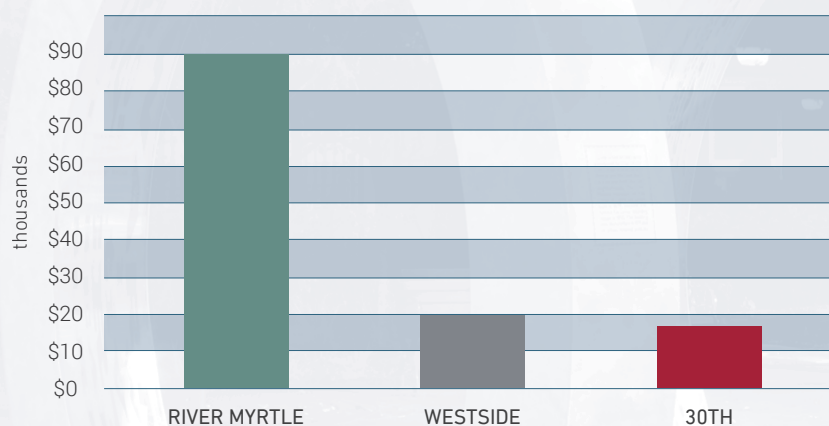


SPECIAL PROJECTS

INVEST IN PROJECTS THAT RESPOND TO EMERGING REVITALIZATION OPPORTUNITIES INCLUDING PUBLIC AMENITIES, HISTORIC PRESERVATION, AND SUPPORT OF LOCAL ARTS AND CULTURE



5-YEAR SPECIAL PROJECTS INVESTMENT BY DISTRICT



WHAT DOES THIS TYPE OF PROJECT INCLUDE?

- PUBLIC ART (E.G. HELIOTROPE IN BODO AND "GROVE STREET ILLUMINATED)
- MARKET STUDIES (HOUSING, HOSPITALITY)
- HISTORIC PRESERVATION

WHY DOES CCDC INVEST IN THESE PROJECTS?

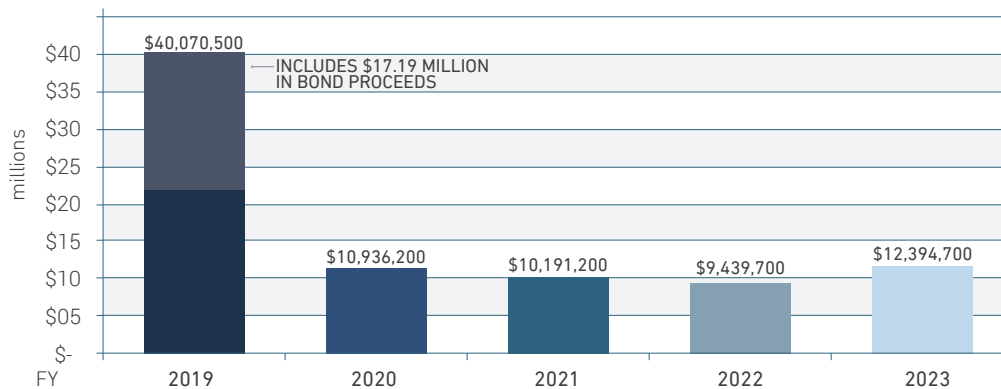
Special efforts are essential to ensuring a vibrant downtown with a **world class quality of life**. Public art enhances the downtown environment, offers social and educational opportunities, and promotes tourism. It can also be used to **celebrate local artists** and discourage vandalism. CCDC funds public art downtown on an ongoing basis, including standalone installations, installations with streetscape improvements, and innovative programs such as the traffic box art wraps.

Commissioned studies on various development topics such as downtown housing and parking can identify shortfalls and opportunities not otherwise readily recognized by the market. These studies may in turn be used to **encourage private development** and facilitate financing.

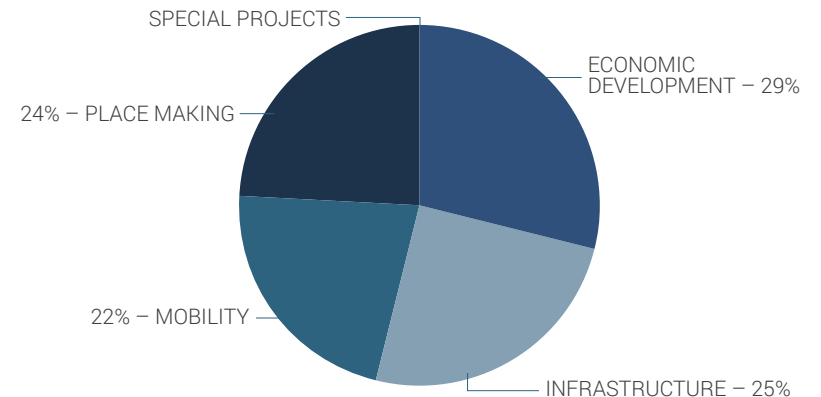
INVESTMENT SUMMARY

5 YEAR INVESTMENT SUMMARY		RIVER MYRTLE	WESTSIDE	30TH STREET	TOTAL
	ECONOMIC DEVELOPMENT	\$6,000,800	\$14,552,000	\$3,510,000	\$24,062,800
	INFRASTRUCTURE	\$13,868,000	\$6,325,000	\$690,000	\$20,883,000
	MOBILITY	\$14,112,000	\$3,701,500	\$230,000	\$18,043,500
	PLACE MAKING	\$13,981,000	\$5,935,000	–	\$19,916,000
	SPECIAL PROJECTS	\$90,000	\$20,000	\$17,000	\$127,000
	TOTAL	\$48,051,800	\$30,533,500	\$4,447,000	\$83,032,300

INVESTMENT PER FISCAL YEAR



5-YEAR INVESTMENT BY PROJECT TYPE



DISTRICT OVERVIEW & PROJECTS



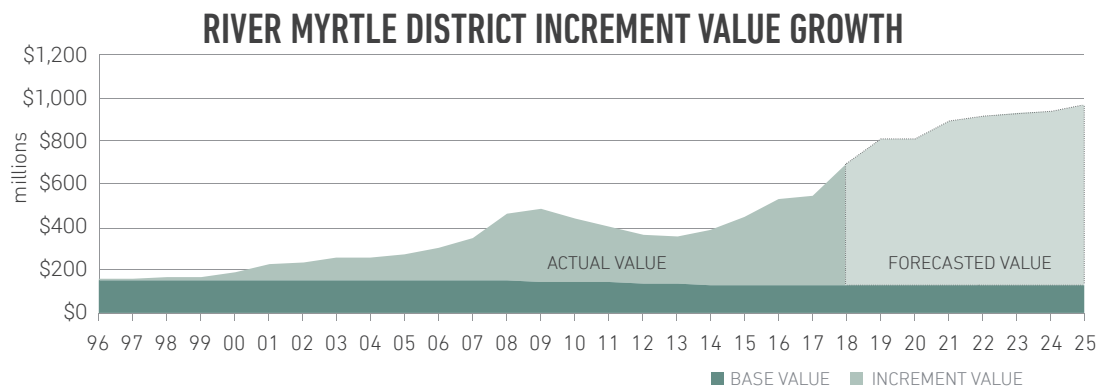
AFTON PHASE 1 IS COMPLETE AND
PHASE 2 CONSTRUCTION UNDERWAY



ABOUT RIVER MYRTLE DISTRICT

The River Myrtle District consisted of mostly vacant property, deteriorated residences and warehouses, and remnants of older industrial uses when it was first established in 1994. Redevelopment opportunities included the vacant Union Pacific switch yard properties, the 14-acre Ada County property, and the historic Eighth Street Marketplace, while assets included close access to the major employment centers in downtown (St. Luke's Medical Center), riverfront parks and the Boise River Greenbelt, and Boise State University. In 2004, the district was expanded to include Old Boise-Eastside and some additional areas between River Street and the Boise River making it the largest district. The district's urban renewal plan seeks to strengthen north-south connections between downtown and the Boise River; re-establish mixed-use, urban neighborhoods as part of an expanded downtown; extend/connect the Boise River Greenbelt and Julia Davis Park into sub-districts; and develop the Cultural District on the south end of 8th Street.

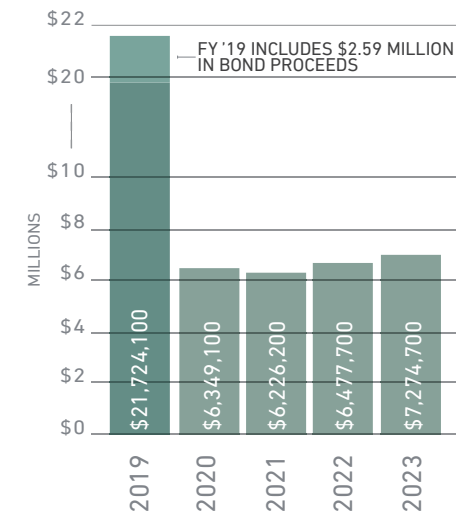
Public and private investment in the district has most recently included several housing projects - The Afton, Ash Street Townhomes, 5th and Idaho Apartments. The Afton has 60 condo units at 9th and River and was developed through CCDC's land disposition process. Ash Street Townhomes were also built through a public request for proposals process will have 23 townhomes and 8 1-bedroom apartments at the corner of River and Ash Streets.



FAST FACTS:

- 340 ACRES
- ESTABLISHED: 1994
- DISTRICT ENDS: 2026
- BASE VALUE: \$129 MILLION
- 2019 TOTAL PROPERTY VALUE: \$684 MILLION
- 2019 ANNUAL INCREMENT REVENUE: \$10 MILLION

RIVER MYRTLE ANNUAL INVESTMENT



TOTAL: \$48,051,800
2019 - 2023

RIVER MYRTLE DISTRICT PROJECTS



RIVER MYRTLE DISTRICT	FY2019	FY2020	FY2021	FY2022	FY2023	STATUS
Estimated Resources	\$21,724,100	\$6,349,100	\$6,226,200	\$6,477,700	\$7,274,700	
ECONOMIC DEVELOPMENT						
1 1099 Front Street - JUMP and Simplot HQ - Type 3 Participation Program		875,000				Obligated
2 1150 Myrtle Street - Pioneer Crossing - Type 3 Participation Program		311,200	313,200	553,200	553,200	Obligated
3 400 Capitol Blvd. - Residence Inn Marriott - Type 2 Participation Program	300,000	300,000	276,000			Obligated
4 500 Capitol Blvd. - Inn at 500 Hotel - Type 2 Participation Program	15,000					Obligated
5 503 Ash Street - Ash Street Properties - Type 5 Participation Program	318,000					Obligated
6 503 Idaho St. - 5th & Idaho Apartments - Type 2 Participation Program		156,000	156,000	53,000		Obligated
7 6th and Front - Hotel / Garage - Type 3 Participation			330,000	395,500	395,500	Obligated
8 T5 Participation: Parcel Acquisition/Redevelopment					700,000	Obligated
INFRASTRUCTURE						
9 535 15th Street - River Street Lofts - Type 1 Participation Program	150,000					Obligated
10 6th Street Streetscapes, Main to Front St	600,000					Tentative
11 11th Street Streetscapes-River Street to Grove Street Connectivity					1,600,000	Tentative
12 3rd Street Streetscapes for North/South Connectivity, Jefferson to Myrtle						
13 8th Street Improvements, State to Bannock (split with Westside District)	200,000					Designated
14 Bannock Street Improvements, 8th to Capitol Blvd, North side (split with Westside District)	400,000					Designated
15 Conduit Bank, Bannock Street (6th Street to 8th Street)	150,000					Designated
16 Conduit Bank, Capital Boulevard (Broad Street to Grove Street)	115,000					Designated
17 Capitol Boulevard Streetscape, westside River St to Fulton and eastside .5 block Fulton to alley					950,000	Tentative
18 Myrtle Street, Capitol - 2nd, Both Sides (Pending ITD Permission)	610,000	493,000				Tentative
19 Design Upcoming Streetscape Projects	50,000	50,000	50,000	50,000	50,000	Tentative
20 122 5th Street - Shops at 5th - Type 1 Participation Program	150,000					Designated
21 Adelmann Building - Type 1 Participation Program	150,000					Designated
22 Type 1 Participation Program Streetscape Reimbursements (Not yet awarded)	400,000	400,000	400,000	400,000	400,000	Tentative
23 15th Street Utility Undergrounding and Conduit Bank	300,000					Designated
24 5th Street Utility Undergrounding Front to Main and Conduit Bank	500,000					Tentative
25 Newspaper Stand Consolidation	50,000					Tentative
26 South 8th Street Sitework (\$2.59M BOND) / Streetscapes	5,200,000					Designated

Status Definitions

Obligated – \$6,324,800: projects for which a formal agreement has been approved and/or executed. This may include an awarded contract, executed task order, or participation agreement.

Designated – \$23,704,000: proposed projects for which there has been a board designation, an informal agreement, or demonstrated commitment. This includes things like City Hall Plaza, participation agreements in process, or interagency coordination (Fulton, Broad, State).

Tentative – \$18,023,000: important projects and efforts that are in the early planning stages, and/or projects that are less time sensitive.

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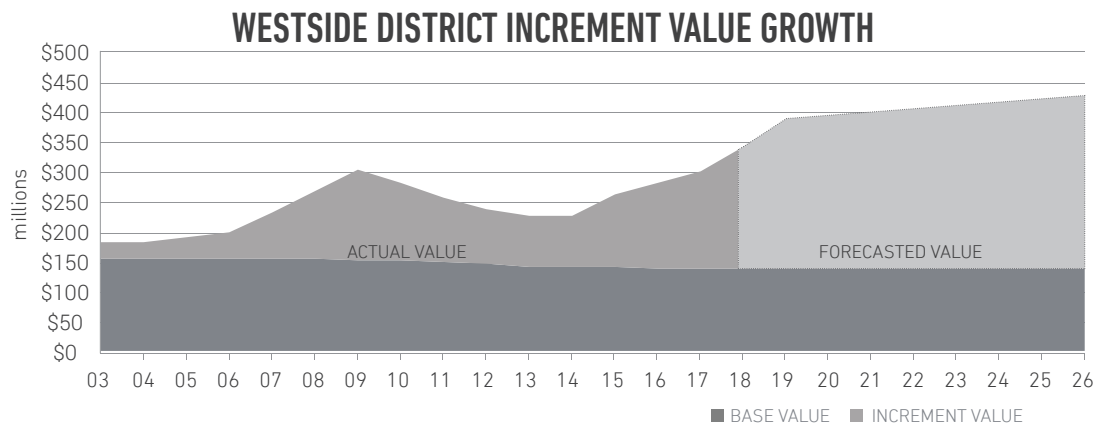
RIVER MYRTLE DISTRICT PROJECTS

RIVER MYRTLE DISTRICT	FY2019	FY2020	FY2021	FY2022	FY2023	STATUS
Estimated Resources	\$21,724,100	\$6,349,100	\$6,226,200	\$6,477,700	\$7,274,700	
MOBILITY						
27 Front & Myrtle Street Improvements: Enhanced Crosswalk Treatments Post Microsealing		200,000				Tentative
28 Front & Myrtle Street Improvements: Signalized Crossing at 10th & Front				200,000		Tentative
29 Front & Myrtle Street Improvements: Signalized Crossing at 12th & Front				200,000		Tentative
30 5th & 6th Street 2-Way Conversions Traffic Mitigation		250,000				Tentative
31 Signalized Crossing at 5th & Myrtle	200,000					Designated
32 Downtown Circulator	354,100	327,900		2,000,000	2,200,000	Designated
33 Public Parking Supporting Julia Davis Park						Tentative
34 River Street Neighborhood Traffic Calming and 8th & River Bike/Ped Raised Intersection		200,000				Tentative
35 River Street, Capitol to Americana, Traffic Calming/Medians				650,000		Tentative
36 VRT Transit Improvements	26,000	26,000	26,000	26,000	26,000	Obligated
37 Downtown Mobility Infrastructure/Transportation Action Plan					400,000	Tentative
38 South 8th Street Parking and Mobility (Est. \$5.3M from sale of Capitol & Front Garage)	6,800,000					Designated
PLACEMAKING						
39 South 8th Street Corridor Improvements Phase 1	242,000					Designated
40 South 8th Street Corridor Improvements Phase 2				1,500,000		Tentative
41 CCDC Alley Program - between 5th and 6th, Myrtle to Broad		30,000	250,000			Tentative
42 CCDC Alley Program - between 8th and 9th, River to Fulton			25,000	200,000		Tentative
43 CCDC Alley Program - between Grove and Main, 4th to 5th	25,000		250,000			Tentative
44 CCDC Alley Program - between Grove and Main, 5th to 6th	25,000		250,000			Tentative
45 CCDC Alley Program - between Grove and Main, 6th to Capitol	400,000					Designated
46 CCDC Alley Program - between Idaho and Bannock, 6th to Capitol		30,000		250,000		Tentative
47 Downtown Urban Parks Plan / Development Catalyst TBD						Tentative
48 Grove Street Pedestrian Street Plan (13th to 10th) per ACHD/DBIP	75,000	1,350,000				Designated
49 Grove Street Pedestrian Street Plan (16th to 13th) per ACHD/DBIP		1,350,000				Tentative
50 Grove Street Pedestrian Street Plan (4th to 3rd) per ACHD/DBIP			1,300,000			Tentative
51 Grove Street Pedestrian Street Plan (6th to 4th) per ACHD/DBIP			2,600,000			Tentative
52 South 8th Street Public Plaza	3,000,000					Designated
53 Pioneer Corridor Pathway Monument Signage	75,000					Tentative
54 503 Idaho St. - 5th & Idaho Public Park & Undergrounding Utilities - Type 4 Participation	744,000					Obligated
55 Tree Replacement/Addition with Community Forestry	10,000					Tentative
SPECIAL PROJECTS						
56 Traffic Box Art Wraps	15,000					Designated
57 Broad Street Central Addition Gateway Signs	75,000					Designated
Estimated Expenses	\$21,724,100	\$6,349,100	\$6,226,200	\$6,477,700	\$7,274,700	

ABOUT WESTSIDE DISTRICT

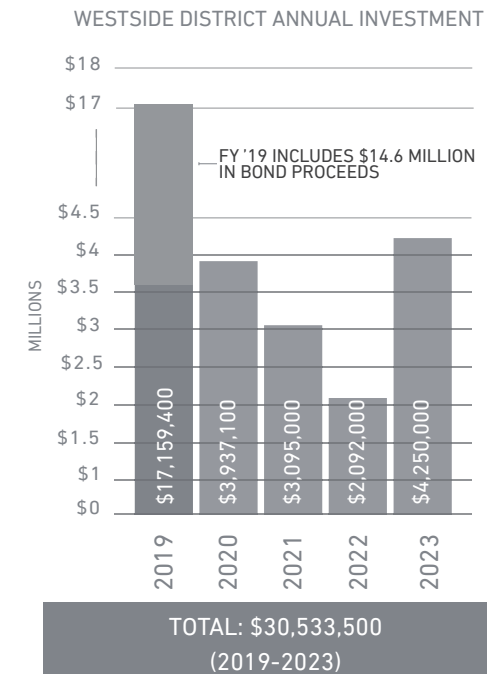
The Westside Downtown District was established in 2001, and is home to Boise Cascade, Idaho Power, Meadow Gold, One Capitol Center, and an abundance of surface parking. The Westside plan calls for a rich mixture of urban-style housing, shops, restaurants; increased downtown housing availability; an urban village; plazas and park-like green spaces enriched with public art, concerts and cultural events; improved transit service; robust connections to other parts of downtown, the greenbelt, and the foothills; conversion of surface parking to structured parking; Main and Idaho as retail streets connecting to the downtown core; pedestrian-oriented design; and enhancement of the Boise City Canal through the district.

CCDC has assisted in several housing projects in the district including The Owyhee mixed use renovation, the Idaho Street Townhomes, The 119 luxury condos, and The Watercooler. The Watercooler was developed through a land disposition at 14th and Idaho into 46 units with a ground level restaurant and live/work units. Still more investment is underway including property redevelopment at 10th and State, a new public park at 11th and Bannock, and a Grove Street placemaking project.



FAST FACTS:

- 144 ACRES
- ESTABLISHED: 2004
- DISTRICT ENDS: 2026
- BASE VALUE: \$139 MILLION
- 2019 TOTAL PROPERTY VALUE: \$247 MILLION
- 2019 ANNUAL INCREMENT REVENUE: \$3.7 MILLION



WESTSIDE DISTRICT PROJECTS



WESTSIDE DISTRICT		FY2019	FY2020	FY2021	FY2022	FY2023	STATUS
Estimated Resources		\$17,159,400	\$3,937,100	\$3,095,000	\$2,092,000	\$4,250,000	
ECONOMIC DEVELOPMENT							
1	Westside Transformative Development Project (BOND)	11,600,000					Tentative
2	1024 Bannock Street - Hyatt Place - Type 2 Participation Program	120,000	120,000	120,000	92,000		Obligated
3	T5 Participation Program: Parcel Acquisition/Redevelopment			2,500,000			Tentative
INFRASTRUCTURE							
4	8th Street Streetscapes, State - Bannock, Both Sides (Split w RM)	400,000					Tentative
5	Bannock Street Streetscapes, 9th - Capitol (Split with RM)	475,000					Tentative
6	Design Upcoming Streetscape Projects	50,000	50,000	50,000	50,000	50,000	Tentative
7	11th Street Streetscapes-Grove Street to Washington Street Connectivity					1,900,000	Tentative
8	Conduit Bank, 8th Street (Bannock Street to State Street)	150,000					Designated
9	State Street Streetscapes, 16th - 8th, Both Sides (Joint Project w/ACHD)		450,000				Designated
10	1005 Main Street - 10th & Main - Type 1 Participation Program	150,000					Obligated
11	Type 1 Participation Program Streetscape Reimbursements (Not yet awarded)	400,000	400,000	400,000	400,000	400,000	Tentative
12	15th Street Utility Undergrounding and Conduit	500,000					Designated
13	Newspaper Stand Consolidation	50,000					Tentative
MOBILITY							
14	Downtown Circulator	234,400	217,100		900,000	1,900,000	Tentative
15	Downtown Mobility Infrastructure/Transportation Action Plan				450,000		Designated
PLACEMAKING							
16	CCDC Alley Program - Between Bannock and Jefferson, 8th to 9th			25,000	200,000		Tentative
17	Downtown Urban Parks 11th and Bannock (BOND)	3,000,000					Tentative
18	Grove Street Pedestrian Plazas, 13th - 10th		1,350,000				Tentative
19	Grove Street Pedestrian Plazas, 16th - 13th		1,350,000				Tentative
20	Tree Replacement/Addition with Community Forestry	10,000					Tentative
SPECIAL PROJECTS							
21	Traffic Box Art Wraps	20,000					Designated
Estimated Expenses		\$17,159,400	\$3,937,100	\$3,095,000	\$2,092,000	\$4,250,000	

Status Definitions

Obligated – \$602,000: projects for which a formal agreement has been approved and/or executed. This may include an awarded contract, executed task order, or participation agreement.

Designated – \$1,570,000: proposed projects for which there has been a board designation, an informal agreement, or demonstrated commitment. This includes things like City Hall Plaza, participation agreements in process, or interagency coordination (Fulton, Broad, State).

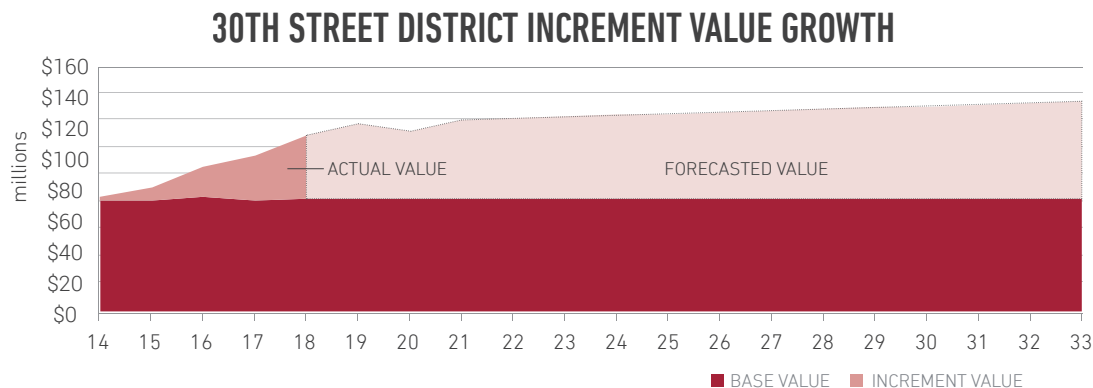
Tentative – \$28,361,500: important projects and efforts that are in the early planning stages, and/or projects that are less time sensitive.

ABOUT 30TH STREET DISTRICT

The 30th Street District, also known as the West End, established in 2014, is the newest district in downtown Boise. The 30th Street master plan envisions the district as a premiere urban place celebrating its unique location between the Boise River corridor and downtown Boise. It includes attractive neighborhoods and vibrant mixed-use activity centers serving local residents, the community and the region. The area serves as a gateway to downtown, welcomes visitors and has a unique identity and strong sense of place where people and businesses thrive.

Recent and ongoing improvements in the district include the Whitewater Park, Esther Simplot Park, Whitewater Park Boulevard, 27th Street road upgrades, a new surgical office building, and a proposed College of Western Idaho campus.

Significant new development projects on several large parcels are in various stages of pre-development and are expected to advance in the next 1-2 years. These projects may add significant new mixed-use, commercial development including medical office, housing, retail, and parking to the existing uses.

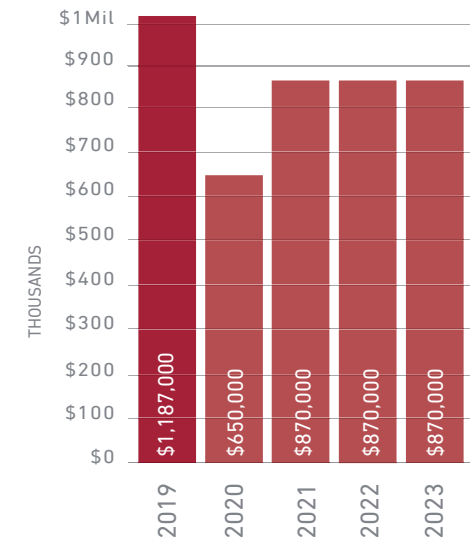


FAST FACTS:

- 249 ACRES
- ESTABLISHED: 2014
- DISTRICT ENDS: 2033
- BASE VALUE: \$82 MILLION
- 2019 TOTAL PROPERTY VALUE: \$55 MILLION
- 2019 ANNUAL INCREMENT REVENUE: \$700,000



30TH STREET DISTRICT ANNUAL INVESTMENT



TOTAL: \$4,447,000
2019 - 2023

30TH STREET DISTRICT PROJECTS



30TH STREET DISTRICT FY	FY2019	FY2020	FY2021	FY2022	FY2023	STATUS
Estimated Resources	\$1,187,000	\$650,000	\$870,000	\$870,000	\$870,000	
ECONOMIC DEVELOPMENT						
1 Transformative Development Project			700,000	700,000	700,000	Tentative
2 Whitewater and Main - College of Western Idaho Boise Campus - Participation Type TBD						Tentative
3 Whitewater and Main - Mixed Use Development - Participation Type TBD						Tentative
4 27th & Fairview - Medical Office Development - Participation Type TBD						Tentative
5 24th & Fairview - Adare Manor - Type 2 Participation Program			120,000	120,000	120,000	Obligated
6 24th & Fairview - Adare Manor - Type 4 Participation Program	250,000					Obligated
7 27th & Stewart - Whitewater Station - Participation Type TBD						Tentative
8 32nd & Moore - Sandhill Crane Apartments - Type 2 Participation			50,000	50,000	50,000	Designated
9 T5 Participation: Parcel Acquisition/Redevelopment		650,000				Tentative
INFRASTRUCTURE						
10 301 N 29th Street - Whittier School - Type 4 Participation Program	540,000					Obligated
11 2200 Fairview - New Path Community Housing - Type 1 Participation Program	150,000					Obligated
12 Connectivity Improvements						Tentative
MOBILITY						
13 Main Fairview Improvements, Transit Islands, Etc...	230,000					Tentative
14 Downtown Circulator Preliminary Engineering						Tentative
15 Downtown Mobility Infrastructure/Transportation Action Plan						Tentative
PLACEMAKING						
16 Downtown Urban Parks Plan / Development Catalyst (TBD)						Tentative
SPECIAL PROJECTS						
17 Traffic Box Art Wraps	17,000					Tentative
Estimated Expenses	\$1,187,000	\$650,000	\$870,000	\$870,000	\$870,000	

Status Definitions

Obligated – \$1,300,000: projects for which a formal agreement has been approved and/or executed. This may include an awarded contract, executed task order, or participation agreement.


Designated – \$150,000: proposed projects for which there has been a board designation, an informal agreement, or demonstrated commitment. This includes things like City Hall Plaza, participation agreements in process, or interagency coordination (Fulton, Broad, State).

Tentative – \$2,997,000: important projects and efforts that are in the early planning stages, and/or projects that are less time sensitive.

CITY GOAL IMPLEMENTATION

Blueprint Boise, the comprehensive plan for the City of Boise, was originally adopted in November 2011 and has seventeen goals for the Downtown Boise Planning Area. These goals are compatible with CCDC's Key Strategies used to accomplish our mission and vision for downtown Boise. CCDC values collaboration with the City and works to advance both

the redevelopment goals of each urban renewal plan as well as the City's Blueprint Boise goals for Downtown. All of CCDC's projects fall under one of the five key strategies identified below, and each key strategy works in unison with at least one of Blueprint Boise's goals.

BLUEPRINT BOISE DOWNTOWN GOALS	 ECON. DEVELOPMENT	 INFRASTRUCTURE	 MOBILITY	 PLACE MAKING	 SPECIAL PROJECTS
CENTERS, CORRIDORS & NEIGHBORHOODS					
Downtown as civic, economic, educational, social and cultural center	●	●			
Create in-town residential neighborhoods on the periphery of the CBD	●	●			
Encourage redevelopment of surface parking	●		●	●	
PARKING					
Implement a Downtownwide parking system			●		
CONNECTIVITY					
Develop a robust, multimodal transportation system		●	●	●	
Strengthen connections to the Boise River and Downtown subdistricts	●		●	●	
PUBLIC SERVICES/FACILITIES					
Maximize the use of existing infrastructure Downtown				●	
NEIGHBORHOOD CHARACTER					
Use Downtown development as a model for sustainable land use		●	●		
Create a safe, clean, and enjoyable environment Downtown		●	●	●	●
Recognize the role religious institutions and other service providers					●
High standard for quality design and construction Downtown	●			●	
CULTURE, EDUCATION & ARTS					
Maintain Downtown as the cultural center for the community and region	●	●			●
Retain and expand education opportunities Downtown					●
Recognize and protect historic resources Downtown	●				●
ECONOMIC DEVELOPMENT					
Create and maintain a prosperous economy Downtown		●			
Strive to keep Downtown's economy diversified		●			
Balance prosperity, preservation, and design in permitting new development	●	●		●	●

CIP PROJECT MAP

CIP
2019 – 2023



PARTICIPATION PROJECTS / DEVELOPMENT AGREEMENTS

- P** PARKING PARTICIPATION
- TYPE 1 PARTICIPATION PROJECT: STREETSCAPE GRANT
- TYPE 2 PARTICIPATION PROJECT: GENERAL ASSISTANCE
- TYPE 3 PARTICIPATION PROJECT: TRANSFORMATIVE ASSISTANCE
- TYPE 4 PARTICIPATION PROJECT: PUBLIC-PRIVATE COORDINATION
- TYPE 5 PARTICIPATION PROJECT: PROPERTY DISPOSITION (CCDC - OWNED)
- PENDING 30TH STREET AREA (WEST END) DEVELOPMENTS

STREETSCAPE/ PLACEMAKING PROJECTS

- 2019
- 2020
- 2021
- 2022
- 2023

MOBILITY PROJECTS

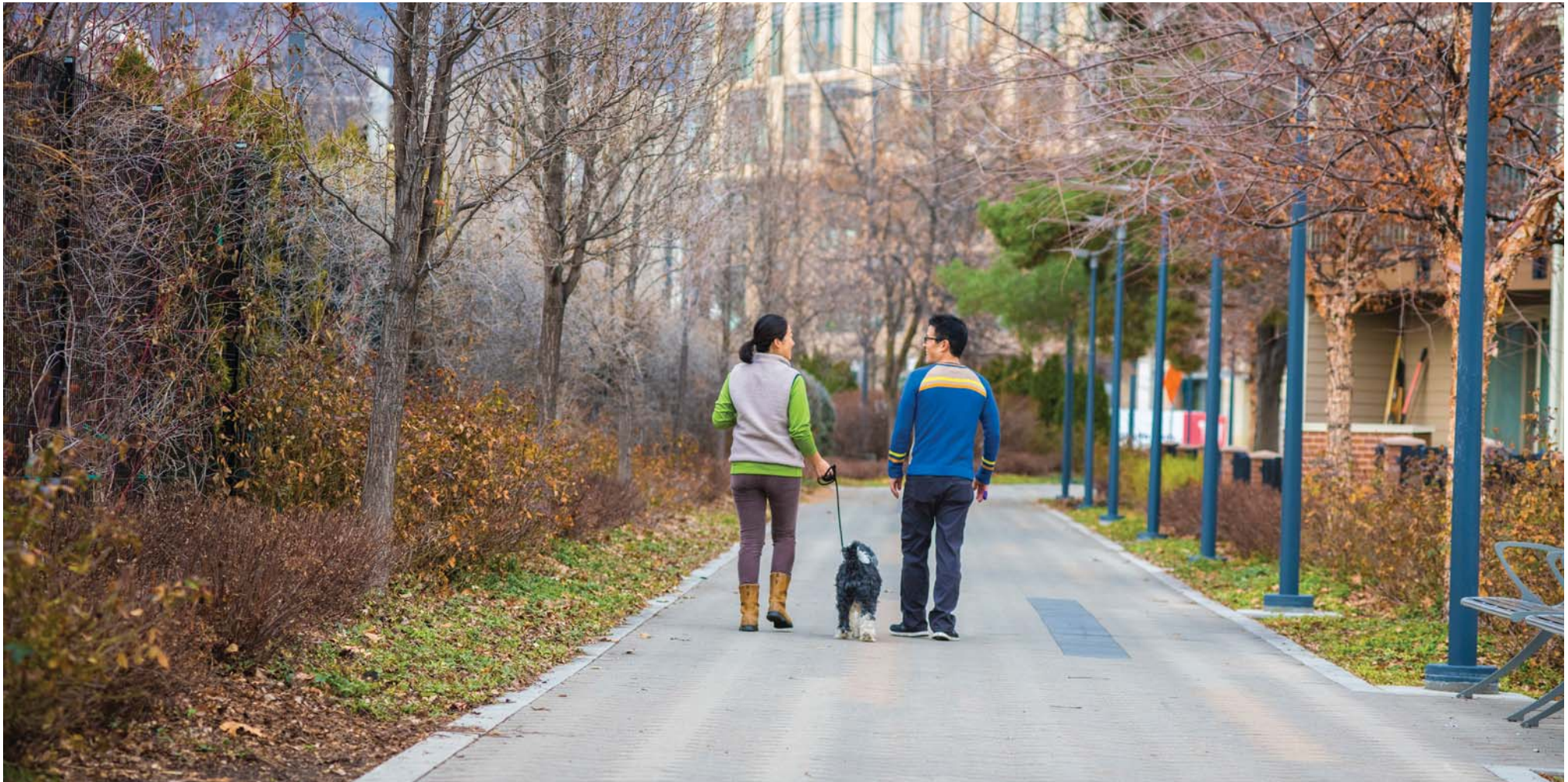
- ***** 2019
- ***** 2020
- ***** 2021
- ***** 2022
- ***** 2023

INFRASTRUCTURE/ UTILITY PROJECTS

- 2019
- 2020
- 2021
- 2022
- 2023

CAPITAL CITY DEVELOPMENT CORPORATION

121 N 9TH ST, SUITE 501 BOISE, IDAHO 83702
(208) 384-4264 WWW.CCDCBOISE.COM





AGENDA BILL

Agenda Subjects: Execution of Declaration of Deed Restrictions and Covenants on The Grove Plaza; Conveyance Ownership of The Grove Plaza to the City of Boise	Date: August 13, 2018
Staff Contacts: John Brunelle, Executive Director Ryan Armbruster, Legal Counsel, Elam & Burke	Attachments: <ul style="list-style-type: none">• Resolution No. 1565• Resolution No. 1566
Actions Requested: <ul style="list-style-type: none">- Adopt Resolution No. 1565 authorizing execution of deed restrictions and covenants on The Grove Plaza.- Adopt Resolution No. 1566 to convey ownership of The Grove Plaza to the City of Boise.	

BACKGROUND

In 1973 the Ada County Highway District vacated 8th Street between Main Street and Front Street and vacated Grove Street between Capitol Boulevard and 9th Street. The vacated rights-of-way and adjacent land came under the common ownership of the Agency which proceeded to design and construct The Grove Plaza, a public space and focal point of the Agency's Central Urban Renewal District. Dedicated in December 1986, The Grove Plaza soon became the emblem of a vibrant downtown and the beloved heart of the capital city.

As part of the termination of the Boise Central Urban Renewal District and completion of the Central District Plan, the Board of Commissioners decided to convey The Grove Plaza to the City of Boise. Agency ownership and management of the Plaza becomes very difficult when, after September 30, the Agency can no longer apply Idaho's Urban Renewal Law and Local Economic Development Act (with limited exceptions) nor receive and expend the increment portion of property tax revenue assessed on taxable properties within the Central District. With the development and maintenance of The Grove Plaza over the years being the result of an investment of public funds, The Grove Plaza fits sensibly within the city's real estate portfolio of community assets.

Resolution No. 1565 would authorize executing the deed restrictions and covenants that will ensure The Grove Plaza retains its public character for public use in perpetuity. If adopted the deed restriction will be recorded at Ada County. Resolution No. 1566 would convey ownership of The Grove Plaza from the Agency to the City of Boise. If adopted the Special Warranty Deed – which references the recorded deed restrictions and covenants on The Grove Plaza – would go before the city council. If approved the Special Warranty Deed would also be recorded and the property transfer will be complete.

FISCAL NOTES

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. The Central District Plan contemplates transfer of real property to the City of Boise upon termination of the urban renewal plan.

STAFF RECOMMENDATION: Execution of The Grove Plaza deed restrictions and covenants and conveyance of The Grove Plaza to the City of Boise.

SUGGESTED MOTIONS:

- I move to adopt Resolution No. 1565 authorizing the execution of public space deed restrictions and covenants on The Grove Plaza.
- I move to adopt Resolution No. 1566 to convey ownership of The Grove Plaza by special warranty deed to the City of Boise.

RESOLUTION NO. 1565

**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,
ALSO KNOWN AS CAPITAL CITY DEVELOPMENT
CORPORATION, AUTHORIZING THE CHAIR AND
SECRETARY TO EXECUTE THE DECLARATION OF DEED
RESTRICTION AND COVENANTS; AUTHORIZING THE
EXECUTIVE DIRECTOR TO TAKE ALL ACTION TO
IMPLEMENT THE DECLARATION OF DEED RESTRICTION
AND COVENANTS; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

WHEREAS, the Boise Central District Urban Renewal Plan, as amended by the 1994 Central District Plan and the 2007 Central District Plan collectively will be referred to as the "Central District Plan;" and,

WHEREAS, the Central District Plan contained a revenue allocation financing provision pursuant to the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (the “Act”); and,

WHEREAS, the termination date for this revenue allocation area, as set forth in the Central District Plan, is December 31, 2017, except for revenues to be received in 2018, as authorized pursuant to Idaho Code § 50-2905(7); and,

WHEREAS, pursuant to Central District Termination Plan, the Agency intends to dispose of certain Agency-owned parcels to the City, which includes The Grove Plaza; and,

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

WHEREAS, Agency used public funds to make significant improvements over several decades to construct The Grove Plaza, effectively creating a much beloved town square in the heart of downtown Boise; and,

WHEREAS, the properties abutting and adjacent to The Grove Plaza were designed to work in concert with this town square creating synergistic benefits for both the public and private ownership interests; and,

WHEREAS, the City, as a whole, benefits greatly from this public town square from the vitality and prosperity of the downtown; and,

WHEREAS, Agency staff and counsel have prepared that certain Declaration of Deed Restrictions and Covenants (“Declaration”), a copy of which is attached hereto as Exhibit A; and,

WHEREAS, Agency makes this Declaration to protect The Grove Plaza and adjacent properties by requiring that The Grove Plaza be preserved and maintained, in perpetuity, as a public space for public use, and that the rights and obligations created herein shall run with the land, be permanent and binding on all successive or future owners of The Grove Plaza; and,

WHEREAS, Agency staff recommends the Agency Board find it in the best interest of the Agency and the public to approve the Declaration; and,

WHEREAS, Agency Board finds it in the best interest of the Agency and the public to approve the Declaration.

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

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

Section 2: That the Declaration attached hereto as Exhibit A is hereby approved and adopted by the Agency Board and that the Chair and Secretary are authorized to execute the Declaration and the Executive Director is authorized and directed to take all action to implement the Declaration, including having said Declaration recorded with the Ada County Recorder's Office; and further, any necessary technical changes to the Declaration are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with Idaho law and the comments and discussions received at the August 13, 2018, Agency Board meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of the city of Boise City, Idaho, on August 13, 2018. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on this 13th day of August, 2018.

APPROVED:

By _____
Dana Zuckerman, Chair

ATTEST:

By _____
David H. Bieter, Secretary

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

DECLARATION OF DEED RESTRICTION AND COVENANTS

This Declaration of Deed Restriction and Covenants ("Deed Restriction") is made this ____ day of _____, 2018, by the Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation (the "Declarant"), an independent public body, corporate and politic, having a business address of 121 N. 9th Street, Suite 501, Boise, Idaho 83702.

RECITALS

- A. Declarant is the owner of certain real property consisting of the Grove Plaza, and certain pedestrian walkways, that was obtained through the vacation of 8th Street between Main Street and Front Street and Grove Street between Capitol Boulevard and 9th Street, all located in Ada County, Idaho, pursuant to that certain Vacation of Public Right-Of-Way, dated September 28, 1973, recorded in the Official Records of Ada County, Idaho, as Instrument No. 862452 (collectively "The Grove Plaza"), and legally described on the attached **Exhibit A** and depicted on **Exhibit B**.
- B. Declarant used public funds to make significant improvements over several decades to construct The Grove Plaza, effectively creating a much beloved town square in the heart of downtown Boise.
- C. The properties abutting and adjacent to The Grove Plaza were designed to work in concert with this town square creating synergistic benefits for both the public and private ownership interests.
- D. The city of Boise ("City"), as a whole, benefits greatly from this public town square from the vitality and prosperity of the downtown.
- E. Declarant makes this Deed Restriction to protect The Grove Plaza and adjacent properties by requiring that The Grove Plaza be preserved and maintained, in perpetuity, as a public space for public use, and that the rights and obligations created herein shall run with the land, be permanent and binding on all successive or future owners of The Grove Plaza.

NOW THEREFORE, Declarant provides and files this Deed Restriction as set forth below:

DECLARATION OF DEED RESTRICTION AND COVENANTS

1. Use. Declarant hereby irrevocably dedicates and commits The Grove Plaza for public square or plaza purposes. The Grove Plaza shall forever be a space for public use, public access, public enjoyment, and public celebration. Declarant hereby grants to the public and creates and imposes the following Deed Restriction on The Grove Plaza:

a) The Grove Plaza shall forever be a public square type space, open for public uses, including but not limited to a town square or plaza like space that provides programmed activities and events open to the public, as a thoroughfare for pedestrians and persons bicycling in the downtown Boise area, and in all ways considered public and accessible by the public for public purposes. Reasonable speed restrictions and other safety rules may be imposed, provided such rules and restrictions may not require bicyclists to dismount. However, riding bicycles and other conveyances in The Grove Plaza may be prohibited during events that are open to the public such as a public concert, farmer's market, holiday celebration, athletics rally, political rally, public address, community event, or public ceremony.

b) Portions of The Grove Plaza may be reserved by the owner of The Grove Plaza for private events, so long as the events last no longer than 24 hours and the public can still use the remaining portions of The Grove Plaza for its intended purposes. However, the public's access to The Grove Plaza may never be completely restricted during such private events, during which pedestrians shall be able to walk and bicyclists shall be able to ride bicycles through the remaining portions of The Grove Plaza not closed off for a private event. Provided, specified routes for bicycle riding may be designated so long as the routes provide for the use of The Grove Plaza as a bicycle thoroughfare.

c) No buildings, structures, or concessions shall be erected, maintained, or permitted upon The Grove Plaza except such as are incidental to the convenient and/or proper use of The Grove Plaza as a public square or plaza.

2. Declaration of Restrictions and Covenants. Declarant hereby declares that The Grove Plaza shall be held, transferred, conveyed, leased, occupied, or otherwise disposed of and used subject to this Deed Restriction, which shall run with the land and be binding on all heirs, successors, assigns, occupiers, and lessees. There shall be no subdivision or partitioning of The Grove Plaza unless the restrictions set forth in this Deed Restriction remain attached to all such parcels, partitions, and areas of The Grove Plaza.

3. Rights of General Public. Declarant grants and conveys to the general public the right to use and enjoy The Grove Plaza consistent with this Deed Restriction subject to such

reasonable rules and regulations, and time, place, and manner restrictions as Declarant may adopt to the extent permitted by applicable law. Provided, except for emergencies, public safety reasons, and for maintenance or renovations, The Grove Plaza shall remain open to the public 24 hours a day, each day of the year. The public shall not have a private right to enforce the restrictions set forth in this Deed Restriction, whether in law or in equity.

4. Restrictions on Declarant. Declarant and its heirs, successors, assigns, occupiers, and lessees shall not allow, impose, or permit any use of The Grove Plaza that is not consistent with this Deed Restriction.

5. Perpetual Duration. The provisions of this Deed Restriction shall be deemed to be covenants running with and binding the land comprising The Grove Plaza and shall continue in perpetuity.

6. Rights of Declarant and City. To accomplish the purposes stated above, the following rights are conveyed to Declarant and City:

(a) To enter upon The Grove Plaza in a reasonable manner and at reasonable intervals and times for the purpose of monitoring compliance with this Deed Restriction.

(b) To proceed at law or in equity to enforce the provisions of this Deed Restriction.

7. Successors. The covenants, terms and restrictions of this Deed Restriction shall be binding upon and inure to the benefit of Declarant and City, and their respective heirs, successors, and assigns, and shall continue as a servitude running with The Grove Plaza in perpetuity.

8. Subsequent Transfers. The terms of this Deed Restriction shall be incorporated by reference into any deed or other legal instrument by which Declarant divests itself by sale, exchange, devise or gift of all or any portion of The Grove Plaza. Failure of Declarant to perform any act required by this paragraph shall not impair the validity of this Deed Restriction or limit its enforceability in any way. Upon valid sale or transfer of Declarant's ownership interest to a successor or assign and notice as required by this paragraph, Declarant shall be released from any responsibility for any violation of the terms of this Deed Restriction caused by Declarant's successors or assigns or any third party which occurs subsequent to such sale or transfer.

9. Recordation. Declarant shall record this instrument in the Official Records of Ada County, Idaho. Declarant shall pay any applicable recording costs necessary to record this Deed Restriction in the public records.

10. Notices. All notices, consents, approvals or other communications required under the provisions of this Deed Restriction shall be in writing and shall be deemed properly

given if hand delivered, sent by a nationally recognized overnight courier, or sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor in interest, at the address most recently provided.

11. Miscellaneous Provisions.

(a) Severability. If any provision of this Deed Restriction or the application of it to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed Restriction and the application of the provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected by the invalid provision.

(b) Amendment. This Deed Restriction may not be amended, terminated, or in any way modified without the express written approval of both Declarant and City. Provided, after dissolution of Declarant as an urban renewal agency or if Declarant no longer exists as a legal entity permitted to transact business under Idaho law, this Deed Restriction may be amended with the express written approval of the City following a properly noticed and regularly scheduled public meeting of the Boise City Council on the proposed amendment and the taking of public testimony at such meeting from residents of the City of Boise on the proposed amendment and a roll call vote of the full City Council approving the amendment. For clarification, the intent of this section is to allow amendment after a public meeting of the Deed Restriction with only City's approval if Declarant no longer exists or can no longer transact business.

(c) Controlling Law. The interpretation and performance of this Deed Restriction shall be governed by the laws of the State of Idaho.

(d) Recitals. The recitals contained in the preamble to this Deed Restriction are substantive and shall be deemed to be a part of this Deed Restriction.

12. Permitted Encumbrances. Notwithstanding the above, the owner of The Grove Plaza may, in its discretion, grant an easement or easements over The Grove Plaza for subsequent development of adjacent properties for utilities, door swings, egress, access, footing encroachments, foundation encroachments, or awning encroachments, so long as the encumbrances do not impact the public's right to use The Grove Plaza as a public gathering space. Provided, the owner of The Grove Plaza shall not grant easements for subsequent development of adjacent properties for air rights, surface encroachment, or subsurface encroachment. The owner of The Grove Plaza may permit the use of portions of The Grove Plaza for café style outdoor dining by adjacent property owners, in such owner's discretion and pursuant to any rules and regulations such owner may dictate. Provided the license for such use may be no longer than one year (with such licenses being annually renewable at the option of the owner of The Grove Plaza) and such use does not impact the public's right to use remaining portions of The Grove Plaza as a public gathering space.

13. Reversionary Interest. Declarant and all successors and assigns shall fully, truly,

and faithfully observe, keep, and comply with each and all of the aforesaid covenants, conditions, and restrictions. Declarant hereby grants to City a right of reversion and repossession of The Grove Plaza subject to the following terms and conditions: If any portion of The Grove Plaza shall not be used and maintained in a manner consistent with this Deed Restriction or with any of the stated purposes set forth herein, or if any portion of The Grove Plaza shall cease to be used in a manner consistent with this Deed Restriction and maintained for any of such purposes, or if any portion of The Grove Plaza shall be used for any other purpose inconsistent with such purposes, then all the right, title, and interest in and to The Grove Plaza and to the improvements on The Grove Plaza shall revert to and revest in the City at City's option at no cost to the City, but only after City provides notice to the owner of The Grove Plaza of the offending use and provides the owner a reasonable opportunity to cure any use or maintenance of The Grove Plaza that violates this Deed Restriction.

SIGNATURES ON THE FOLLOWING PAGE

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

By: _____
Dana Zuckerman, Chair

By: _____
David H. 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 H. Bieter, known or identified to me to be the Chair and the Secretary, respectively, of the 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
Residing at _____

My Commission Expires _____

PARCEL I

A parcel of land being "The Grove" as shown on record of Survey Number 1589 recorded March 1, 1990 as Instrument No. 9010586, records of Ada County, Idaho together with a portion of the vacated right-of-way of West Grove Street all located in Section 10, Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho. Said Parcel "AS-Surveyed" is more particularly described as follows:

Commencing at the centerline intersection of West Main Street and South 8th Street, marked by an aluminum cap monument, thence South 54°47'51" East 20.00 feet along said centerline of West Main Street, thence leaving said centerline South 35°13'15" West 40.01 feet to a point on the southerly right-of-way of said West Main Street, said point being the most northerly corner of the Project Boundary of the Condominium Plat of the U.S. Bank Plaza, recorded in Book 107 of Plats at Pages 14862-14866, records of Ada County. Said point marked by a 5/8" rebar and cap stamped "PLS 15672" is the **POINT OF BEGINNING**, thence continuing along said Project Boundary the following 3 courses:

South 35°13'15" West 192.22 feet to a 5/8" rebar and cap stamped "PLS 15672", thence

136.79 feet along a curve to the right to a 5/8" rebar and cap stamped "PLS 15627", said curve has a radius of 100.00 feet, a delta angle of 78° 22' 25" and a chord bearing and distance of South 4°03'32" East 126.37 feet, thence

South 35°13'45" West 40.14 feet to a point marked by a copper plug stamped "PLS 15672" said point being on the Project Boundary of Block Twenty Two Condominiums, recorded in Book 75 of Plats at Pages 7829-7841, records of Ada County, thence continuing along said Project Boundary of Block Twenty Two Condominiums the following 3 courses:

North 54°47'51" West 8.23 feet, thence

95.91 feet along a curve to the right, said curve has a radius of 100.00 feet, a delta angle of 54° 57' 18", and a chord bearing and distance of South 86°11'48" West 92.28 feet, thence

South 35°13'35" West 212.12 feet to a point on the Northerly right-of-way of West Front Street, thence along said Northerly right-of-way

North 54°47'17" West 40.00 feet, thence leaving said Northerly right-of-way

North 35°13'35" East 212.22 feet formerly 212.11 feet), thence

273.96 feet along a curve to the right, said curve has a radius of 100.00 feet, a delta angle of 156° 57'57", and a chord bearing and distance of North 35°11'51" E 195.97 feet, thence

North 35°13'15" East 192.21 feet to the southerly right-of-way of West Main Street, thence along said southerly right-of-way

South 54°47'41" East 40.00 feet to the **POINT OF BEGINNING**.

Said Parcel containing 47,606 square feet or 1.093 acres more or less.

PARCEL II

A parcel of land in Block 9 and Vacated Original Grove Street between 9th and 8th Street, Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, and more particularly described as follows:

Commencing at a brass cap monument marking the intersection of 9th Street and Main Street of said Boise City Original Townsite; thence along the centerline of Main Street South 54°47'55" East, 40.05 feet to a point; thence

South 35°13'17" West, 40.09 feet to the most Northerly corner of said Block 9; thence continuing

South 35°13'17" West, 241.09 feet along the Easterly right-of-way line of 9th Street to a point, and the **True Point of Beginning**; thence continuing

South 35°13'17" West, 25.00 feet along the Easterly right-of-way line of 9th Street to a point; thence

South 54°47'33" East, 200.00 feet along a line 34.00 feet Northeasterly of and parallel to the vacated centerline of Original Grove Street to a point; thence

South 35°12'27" West 37.00 feet to a point; thence

South 54°47'33" East 40.89 feet along a line 3.00 feet Southwesterly of and parallel to the centerline of Original Grove Street to a point on a curve; thence along a curve to right 64.25 feet to a point, said curve has a central angle of 36°48'37", a radius of 100.00 feet, a tangent distance of 33.28 feet, and a chord of 63.15 feet that bears North 46°08'34" East; thence

North 54°47'33" West 252.86 feet to the **True Point of Beginning**.

This parcel shall consist only of surface and air rights. Elevations above Mean Sea Level for the bottom of the parcel shall be understood to control the elevation of ownership. The top of the concrete wearing surface that will be constructed over a waterproof roofing membrane and roofing slab over the underground parking facility, varying in elevation from 2742.00 to 2747.00, Boise City Datum will define the ownership.

PARCEL III

A parcel of land in Block 9 and Vacated Original Grove Street between 9th and 8th Street, Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, and more particularly described as follows:

Commencing at a brass cap monument marking the intersection of 9th Street and Main Street of said Boise City Original Townsite; thence along the centerline of Main Street South 54°47'55" East, 40.05 feet to a point; thence South 35°13'17" West, 40.09 feet to the most Northerly corner of said Block 9; thence continuing South 35°13'17" West, 241.09 feet along the Easterly right-of-way line of 9th Street to a point, and the **True Point of Beginning**; thence continuing South 35°13'17" West, 25.00 feet along the Easterly right-of-way line of 9th Street to a point; thence South 54°47'33" East, 200.00 feet along a line 34.00 feet Northeasterly of and parallel to the vacated centerline of Original Grove Street to a point; thence South 35°12'27" West 37.00 feet to a point; thence South 54°47'33" East 40.89 feet along a line 3.00 feet Southwesterly of and parallel to the centerline of Original Grove Street to a point on a curve; thence along a curve to right 64.25 feet to a point, said curve has a central angle of 36°48'37", a radius of 100.00 feet, a tangent distance of 33.28 feet, and a chord of 63.15 feet that bears North 46°08'34" East; thence North 54°47'33" West 252.86 feet to the **True Point of Beginning**.

This parcel shall consist only of surface and air rights. Elevations above Mean Sea Level for the bottom of the parcel shall be understood to control the elevation of ownership. The top of the concrete wearing surface that will be constructed over a waterproof roofing membrane and roofing slab over the underground parking facility, varying in elevation from 2742.00 to 2747.00, Boise City Datum will define the ownership.

Excepting Therefrom:

A parcel of land in Vacated Original Grove Street between 9th and 8th Street, Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, and more particularly described as follows:

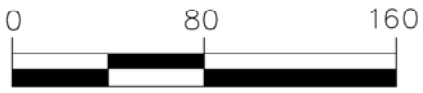
Commencing at a brass cap monument marking the intersection of 9th Street and Main Street of said Boise City Original Townsite; thence along the centerline of Main Street South 54°47'55" East, 40.05 feet to a point; thence South 35°13'17" West, 40.09 feet to the most Northerly corner of said Block 9; thence continuing

South 35°13'17" West 260.00 feet along the Easterly right-of-way line of 9th Street to the most Westerly corner of Block 9; thence continuing

South 35°13'17" West, 13.84 feet to a point; thence
South 54°47'33" East, 130.00 feet along a line 26.25 feet Northeasterly of and parallel to
the vacated centerline of Original Grove Street to a point, and the **True Point of
Beginning**; thence South 35°12'27" West, 29.25 feet to a point; thence
South 54°47'33" East, 70.00 feet along a line 3.00 feet Southwesterly of and parallel to
the vacated centerline of Original Grove Street to a point; thence
North 35°12'27" East, 29.25 feet to a point; thence
North 54°47'33" West, 70.00 feet along a line 26.25 feet Northeasterly of and parallel to
the vacated centerline of Original Grove Street to the **True Point of Beginning**.

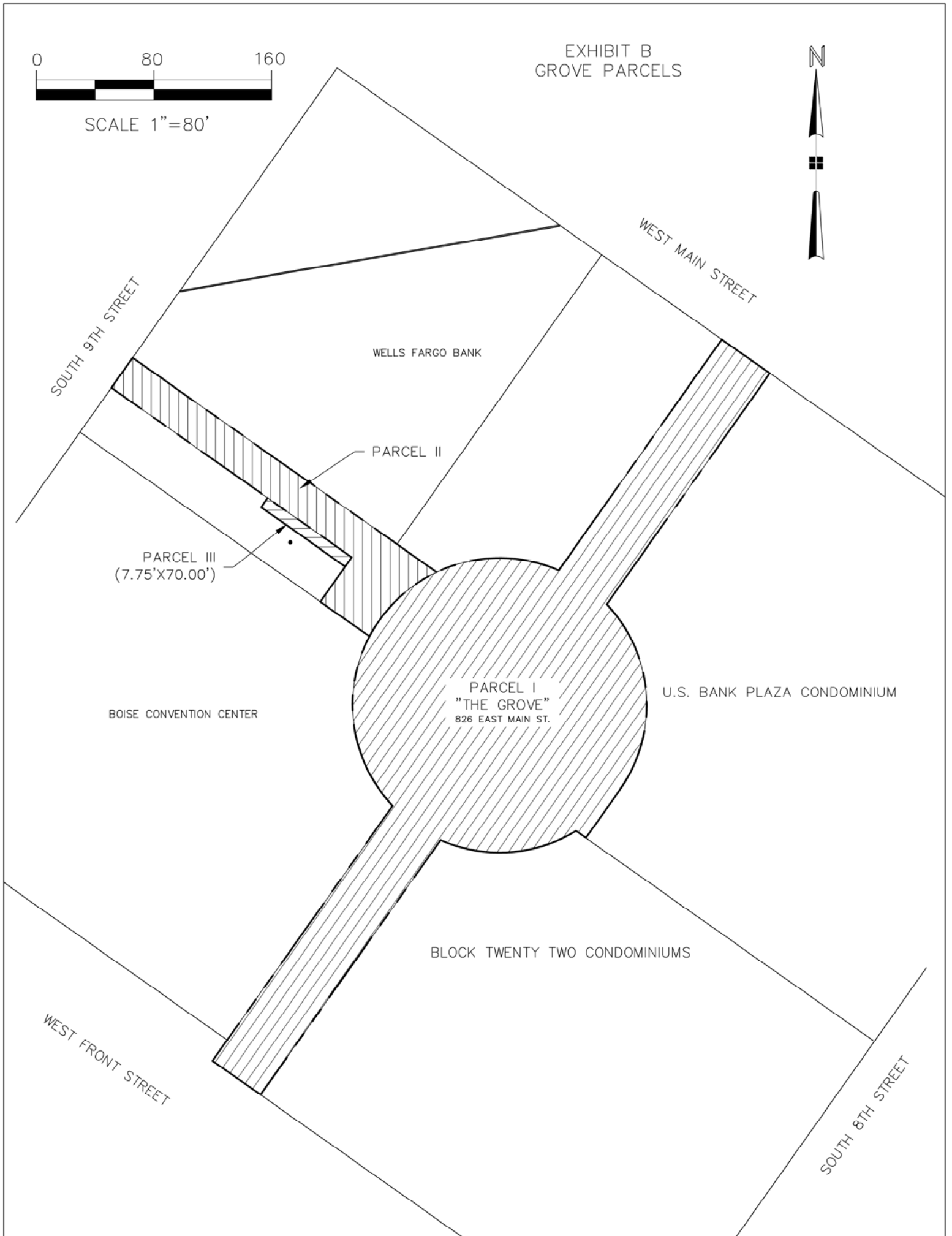
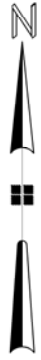
Exhibit B

**Depiction of the Property
(on the following page)**



SCALE 1"=80'

EXHIBIT B
GROVE PARCELS



RESOLUTION NO. 1566

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,
ALSO KNOWN AS CAPITAL CITY DEVELOPMENT
CORPORATION, AUTHORIZING THE EXECUTIVE
DIRECTOR AND SECRETARY TO EXECUTE THE SPECIAL
WARRANTY DEED BY AND BETWEEN THE CAPITAL CITY
DEVELOPMENT CORPORATION AND THE CITY OF BOISE;
AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL
ACTION TO IMPLEMENT THE SPECIAL WARRANTY DEED;
AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Boise Central District Urban Renewal Plan, as amended by the 1994 Central District Plan and the 2007 Central District Plan collectively will be referred to as the "Central District Plan;" and,

WHEREAS, the Central District Plan contained a revenue allocation financing provision pursuant to the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (the “Act”); and,

WHEREAS, the termination date for this revenue allocation area, as set forth in the Central District Plan, is December 31, 2017, except for revenues to be received in 2018, as authorized pursuant to Idaho Code § 50-2905(7); and,

WHEREAS, pursuant to Central District Termination Plan, the Agency intends to dispose of certain Agency-owned parcels to the City, which includes The Grove Plaza; and,

WHEREAS, The Grove Plaza is located within the geographical boundaries of the Central District Plan area, as described in the Central District Plan; and,

WHEREAS, Agency has, consistent with Idaho law and the Central District Plan, used public funds to make significant improvements over several decades to construct The Grove Plaza, effectively creating a much beloved town square in the heart of downtown Boise; and,

WHEREAS, the properties adjoining The Grove Plaza have been designed to work in concert with this town square creating synergistic benefits for both the public and private ownership interests; and,

WHEREAS, the citizens of Boise, as a whole, benefit greatly from this public town square from the vitality and prosperity of the downtown; and,

WHEREAS, the East Spoke Easement connects The Grove Plaza to Capitol Boulevard and provides an important access route to The Grove Plaza for the benefit of the public. The East Spoke has been improved consistent with The Grove Plaza and the adjacent private development; and,

WHEREAS, Agency Board, at its August 13, 2108, meeting, has adopted Resolution No. 1565, which approved that certain Declaration of Deed Restriction and Covenants to protect The Grove Plaza and adjacent properties by requiring that The Grove Plaza be preserved and maintained, in perpetuity, as a public space for public use, substantially and materially consistent with physical dimensions, uses, limitations, covenants, and restrictions existing as of the date and time of the filing of the Declaration of Deed Restriction and Covenants and providing that the rights and obligations created therein shall run with the land, be permanent and binding on all successive or future owners of The Grove Plaza; and,

WHEREAS, transfer or conveyance of The Grove Plaza to the City shall be subject to the Declaration of Deed Restriction and Covenants; and,

WHEREAS, City will also take the East Spoke Easement subject to the restriction that the East Spoke Easement may not be released or relinquished by City and City’s successors and assigns and the East Spoke Easement shall forever remain a benefit to the public and the citizens of Boise in perpetuity. In the event the owner of the underlying property obtains the East Spoke Easement, the easement ownership shall not merge with the underlying property ownership; and,

WHEREAS, Agency and City are both public entities and have devoted significant time and resources for the improvement and development of The Grove Plaza; and,

WHEREAS, Agency and City agree that maintaining The Grove Plaza as an open space for public enjoyment by the citizens of Boise and its visitors will provide a forum for the public to meet and enjoy the benefits that Boise has to offer and meets the goals of the Central District Plan and Idaho's Urban Renewal Law and Economic Development Act, Idaho Code title 50, chapters 20 and 29, respectively; and,

WHEREAS, Agency and City acknowledge that the acquisition of and improvements to The Grove Plaza were made possible as a result of the financing available to urban renewal agencies pursuant to Idaho Code § 50-2901, et seq., and the revenue allocation area authorized by Idaho law and Ordinance 6576; and,

WHEREAS, City will take The Grove Plaza subject to the following conditions and restrictions: (1) that pursuant to Idaho Code § 50-1403(4), the City may, in its sole discretion, transfer, convey, gift, or sell any or all of its interest in The Grove Plaza to any tax supported governmental unit, with or without consideration; (2) The Grove Plaza may only be transferred to a tax supported governmental unit; and (3) that if the City transfers, conveys, gifts, or sells any or all of its interest in The Grove Plaza to a tax supported governmental unit, any and all consideration received by the City for any such transfer, conveyance, gift, or sale shall be solely used by City for the design, construction, or purchase of a multi-use public sports park or stadium at a location within a current or former urban renewal area as defined in Idaho Code § 50-2018(11) for which the City has adopted an urban renewal plan and revenue allocation area, as such terms are defined in Idaho Code § 50-2903(12) & (15), selected and approved by the City in its sole discretion; and,

WHEREAS, Agency staff and counsel along with City staff have prepared the Special Warranty Deed, attached hereto as Exhibit A; and,

WHEREAS, subject to the terms of the Special Warranty Deed, and subject to any and all easements, covenants, restrictions, agreements, and encumbrances of record, and those appearing on the land as of the date of recording the Special Warranty Deed, including the Declaration of Deed Restriction and Covenants, and those contained in the Special Warranty Deed, Agency will grant, bargain, sell, transfer, and convey unto the City all right, title, and interest Agency has in The Grove Plaza, 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 Grove Plaza, to have and to hold, all and singular The Grove Plaza together with its appurtenances unto the City and the City's successors and assigns forever; and,

WHEREAS, Agency makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of the Special Warranty Deed, Agency has not conveyed the same estate to any person other than City and that such estate is, at the time of the execution of the Special Warranty Deed, free from encumbrances done, made, or suffered by Agency, or any person claiming under Agency, subject to any and all easements, restrictions, agreements, and encumbrances of record or appearing on the land as of the date of the Special Warranty Deed; and,

WHEREAS, Agency staff recommends the Agency Board find it in the best interest of the Agency and the public to approve the Special Warranty Deed; and

WHEREAS, Agency Board finds it in the best interest of the Agency and the public to approve the Special Warranty Deed.

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

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

Section 2: That the Special Warranty Deed attached hereto as Exhibit A is hereby approved and adopted by the Agency Board and that the Executive Director and Secretary are authorized to execute the Special Warranty Deed and the Executive Director is authorized and directed to transmit the Special Warranty Deed to the City upon compliance with any and all applicable conditions for the City to accept the Special Warranty Deed; and further, any necessary technical changes to the Special Warranty Deed are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with Idaho law and the comments and discussions received at the August 13, 2018, Agency Board meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of the city of Boise City, Idaho, on August 13, 2018. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on this 13th day of August 2018.

APPROVED:

By _____
Dana Zuckerman, Chair

ATTEST:

By _____
David H. Bieter, Secretary

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

THE URBAN RENEWAL AGENCY OF BOISE, IDAHO, also known as the CAPITAL CITY DEVELOPMENT CORPORATION ("**Agency**"), which has a current address of 121 N. 9th Street, Ste. 501, Boise, Idaho, does hereby grant, bargain, sell, transfer, and convey unto the city of Boise City ("**City of Boise**"), an Idaho municipal corporation, whose address is 150 N. Capitol Boulevard, P.O. Box 500, Boise, Ada County, Idaho, and City of Boise's successors and assigns forever, all of that certain real property located in Ada County, Idaho, and described on Exhibit "A" attached hereto and incorporated herein ("**The Grove Plaza**") and all of Agency's rights and interests in the Perpetual Pedestrian Easement granted to Agency pursuant to the Grant of Perpetual Pedestrian Easement, Ada County Recorder's Office Instrument No. 96074572 (the "**East Spoke Easement**"). The Grove Plaza and the East Spoke Easement may be collectively referred to hereinafter as the "Property."

The City of Boise adopted Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving 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**");

The City adopted its Ordinance No. 6362 on November 30, 2004, approving 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**");

The City of Boise adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Downtown Urban Renewal Plan (the "**Westside Plan**");

The City of Boise adopted Ordinance No. 6868 on December 4, 2012, approving the 30th Street Area Urban Renewal Project Urban Renewal Plan ("**30th Street Plan**");

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

The Grove Plaza is located within the geographical boundaries of the Central District Plan area, as described in the Central District Plan.

Agency has, consistent with Idaho law and the Central District Plan, used public funds to make significant improvements over several decades to construct The Grove Plaza, effectively creating a much beloved town square in the heart of downtown Boise.

The properties adjoining The Grove Plaza have been designed to work in concert with this town square creating synergistic benefits for both the public and private ownership interests.

The citizens of the city of Boise as a whole benefit greatly from this public town square from the vitality and prosperity of the downtown.

The East Spoke Easement connects the Grove Plaza to Capitol Boulevard and provides an important access route to The Grove Plaza for the benefit of the public. The East Spoke has been improved consistent with The Grove Plaza and the adjacent private development.

Agency previously executed and recorded the Declaration of Deed Restriction and Covenants, Ada County Instrument No. _____ ("Instrument No. _____") to protect The Grove Plaza and adjacent properties by requiring that The Grove Plaza be preserved and maintained, in perpetuity, as a public space for public use, substantially and materially consistent with physical dimensions, uses, limitations, covenants, and restrictions existing as of the date and time of the filing of Instrument No. _____ and providing that the rights and obligations created therein shall run with the land, be permanent and binding on all successive or future owners of The Grove Plaza. City of Boise takes The Grove Plaza subject to the Deed Restriction and Covenants set forth in Instrument No. _____.

City also takes the East Spoke Easement subject to the restriction that the East Spoke Easement may not be released or relinquished by City and City's successors and assigns and the East Spoke Easement shall forever remain a benefit to the public and the citizens of Boise in perpetuity. In the event the owner of the underlying property obtains the East Spoke Easement, the easement ownership shall not merge with the underlying property ownership.

Agency and City of Boise are both public entities and have devoted significant time and resources for the improvement and development of the Property.

Agency and City of Boise agree that maintaining the Property as an open space for public enjoyment by the citizens of Boise and its visitors will provide a forum for the public to meet and enjoy the benefits that Boise has to offer and meets the goals of the Central District Plan and Idaho's Urban Renewal Law and Economic Development Act, Idaho Code title 50, chapters 20 and 29, respectively.

Agency and City of Boise acknowledge that the acquisition of and improvements to the Property were made possible as a result of the financing available to urban renewal agencies pursuant to Idaho Code § 50-2901, et seq., and the revenue allocation area authorized by Idaho law and Ordinance 6576.

City of Boise takes The Grove Plaza subject to the following conditions and restrictions: (1) that pursuant to Idaho Code § 50-1403(4), the City of Boise may, in its sole discretion, transfer, convey, gift, or sell any or all of its interest in the Grove Plaza to any tax supported governmental unit, with or without consideration; (2) The Grove Plaza may only be transferred to a tax supported governmental unit; and (3) that if City of Boise transfers, conveys, gifts, or sells any or all of its interest in the Grove Plaza to a tax supported governmental unit, any and all consideration received by City of Boise for any such transfer, conveyance, gift, or sale shall be solely used by City of Boise for the design, construction, or purchase of a multi-use public sports park or stadium at a location within a current or former urban renewal area as defined in Idaho Code § 50-2018(11) for which the City of Boise has adopted an urban renewal plan and revenue allocation area, as such terms are defined in Idaho Code § 50-2903(12) & (15), selected and approved by the City of Boise in its sole discretion.

Subject to the terms of this Special Warranty Deed, and subject to any and all easements, covenants, restrictions, agreements, and encumbrances of record, and those appearing on the land as of the date of this instrument, and those contained in this Special Warranty Deed, Agency does hereby grant, bargain, sell, transfer, and convey unto the City of Boise, all right, title, and interest Agency has in the 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 the City of Boise and the City of Boise's successors and assigns forever.

Agency makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Agency has not conveyed the same estate to any person other than City of Boise and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by Agency, or any person claiming under Agency, subject to any and all easements, restrictions, agreements, and encumbrances of record or appearing on the land as of the date of this instrument.

IN WITNESS WHEREOF, Agency and City of Boise have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized.

AGENCY:

URBAN RENEWAL AGENCY

By: _____
John Brunelle
Executive Director

Date: _____

The provisions of this Deed are hereby approved and accepted:

CITY OF BOISE:

The City of Boise

By: _____
David H. Bieter
Mayor

Date: _____

ACKNOWLEDGEMENTS

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 David H. Bieter, known or identified to me to be the Mayor of the city of Boise City, Idaho, who executed the within instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

PARCEL I

A parcel of land being "The Grove" as shown on record of Survey Number 1589 recorded March 1, 1990 as Instrument No. 9010586, records of Ada County, Idaho together with a portion of the vacated right-of-way of West Grove Street all located in Section 10, Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho. Said Parcel "AS-Surveyed" is more particularly described as follows:

Commencing at the centerline intersection of West Main Street and South 8th Street, marked by an aluminum cap monument, thence South 54°47'51" East 20.00 feet along said centerline of West Main Street, thence leaving said centerline South 35°13'15" West 40.01 feet to a point on the southerly right-of-way of said West Main Street, said point being the most northerly corner of the Project Boundary of the Condominium Plat of the U.S. Bank Plaza, recorded in Book 107 of Plats at Pages 14862-14866, records of Ada County. Said point marked by a 5/8" rebar and cap stamped "PLS 15672" is the **POINT OF BEGINNING**, thence continuing along said Project Boundary the following 3 courses:

South 35°13'15" West 192.22 feet to a 5/8" rebar and cap stamped "PLS 15672", thence 136.79 feet along a curve to the right to a 5/8" rebar and cap stamped "PLS 15627", said curve has a radius of 100.00 feet, a delta angle of 78° 22' 25" and a chord bearing and distance of South 4°03'32" East 126.37 feet, thence

South 35°13'45" West 40.14 feet to a point marked by a copper plug stamped "PLS 15672" said point being on the Project Boundary of Block Twenty Two Condominiums, recorded in Book 75 of Plats at Pages 7829-7841, records of Ada County, thence continuing along said Project Boundary of Block Twenty Two Condominiums the following 3 courses:

North 54°47'51" West 8.23 feet, thence

95.91 feet along a curve to the right, said curve has a radius of 100.00 feet, a delta angle of 54° 57' 18", and a chord bearing and distance of South 86°11'48" West 92.28 feet, thence

South 35°13'35" West 212.12 feet to a point on the Northerly right-of-way of West Front Street, thence along said Northerly right-of-way

North 54°47'17" West 40.00 feet, thence leaving said Northerly right-of-way

North 35°13'35" East 212.22 feet formerly 212.11 feet), thence

273.96 feet along a curve to the right, said curve has a radius of 100.00 feet, a delta angle of $156^{\circ} 57' 57''$, and a chord bearing and distance of North $35^{\circ} 11' 51''$ E 195.97 feet, thence

North $35^{\circ} 13' 15''$ East 192.21 feet to the southerly right-of-way of West Main Street, thence along said southerly right-of-way

South $54^{\circ} 47' 41''$ East 40.00 feet to the **POINT OF BEGINNING**.

Said Parcel containing 47,606 square feet or 1.093 acres more or less.

PARCEL II

A parcel of land in Block 9 and Vacated Original Grove Street between 9th and 8th Street, Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, and more particularly described as follows:

Commencing at a brass cap monument marking the intersection of 9th Street and Main Street of said Boise City Original Townsite; thence along the centerline of Main Street South $54^{\circ} 47' 55''$ East, 40.05 feet to a point; thence

South $35^{\circ} 13' 17''$ West, 40.09 feet to the most Northerly corner of said Block 9; thence continuing

South $35^{\circ} 13' 17''$ West, 241.09 feet along the Easterly right-of-way line of 9th Street to a point, and the **True Point of Beginning**; thence continuing

South $35^{\circ} 13' 17''$ West, 25.00 feet along the Easterly right-of-way line of 9th Street to a point; thence

South $54^{\circ} 47' 33''$ East, 200.00 feet along a line 34.00 feet Northeasterly of and parallel to the vacated centerline of Original Grove Street to a point; thence

South $35^{\circ} 12' 27''$ West 37.00 feet to a point; thence

South $54^{\circ} 47' 33''$ East 40.89 feet along a line 3.00 feet Southwesterly of and parallel to the centerline of Original Grove Street to a point on a curve; thence along a curve to right 64.25 feet to a point, said curve has a central angle of $36^{\circ} 48' 37''$, a radius of 100.00 feet, a tangent distance of 33.28 feet, and a chord of 63.15 feet that bears North $46^{\circ} 08' 34''$ East; thence

North $54^{\circ} 47' 33''$ West 252.86 feet to the **True Point of Beginning**.

This parcel shall consist only of surface and air rights. Elevations above Mean Sea Level for the bottom of the parcel shall be understood to control the elevation of ownership. The top of the concrete wearing surface that will be constructed over a waterproof roofing membrane and roofing slab over the underground parking facility, varying in elevation from 2742.00 to 2747.00, Boise City Datum will define the ownership.

PARCEL III

A parcel of land in Block 9 and Vacated Original Grove Street between 9th and 8th Street, Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, and more particularly described as follows:

Commencing at a brass cap monument marking the intersection of 9th Street and Main Street of said Boise City Original Townsite; thence along the centerline of Main Street South 54°47'55" East, 40.05 feet to a point; thence South 35°13'17" West, 40.09 feet to the most Northerly corner of said Block 9; thence continuing South 35°13'17" West, 241.09 feet along the Easterly right-of-way line of 9th Street to a point, and the **True Point of Beginning**; thence continuing South 35°13'17" West, 25.00 feet along the Easterly right-of-way line of 9th Street to a point; thence South 54°47'33" East, 200.00 feet along a line 34.00 feet Northeasterly of and parallel to the vacated centerline of Original Grove Street to a point; thence South 35°12'27" West 37.00 feet to a point; thence South 54°47'33" East 40.89 feet along a line 3.00 feet Southwesterly of and parallel to the centerline of Original Grove Street to a point on a curve; thence along a curve to right 64.25 feet to a point, said curve has a central angle of 36°48'37", a radius of 100.00 feet, a tangent distance of 33.28 feet, and a chord of 63.15 feet that bears North 46°08'34" East; thence North 54°47'33" West 252.86 feet to the **True Point of Beginning**.

This parcel shall consist only of surface and air rights. Elevations above Mean Sea Level for the bottom of the parcel shall be understood to control the elevation of ownership. The top of the concrete wearing surface that will be constructed over a waterproof roofing membrane and roofing slab over the underground parking facility, varying in elevation from 2742.00 to 2747.00, Boise City Datum will define the ownership.

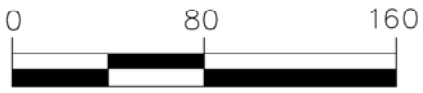
Excepting Therefrom:

A parcel of land in Vacated Original Grove Street between 9th and 8th Street, Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, and more particularly described as follows:

Commencing at a brass cap monument marking the intersection of 9th Street and Main Street of said Boise City Original Townsite; thence along the centerline of Main Street South 54°47'55" East, 40.05 feet to a point; thence South 35°13'17" West, 40.09 feet to the most Northerly corner of said Block 9; thence continuing

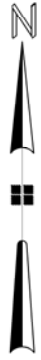
South 35°13'17" West 260.00 feet along the Easterly right-of-way line of 9th Street to the most Westerly corner of Block 9; thence continuing South 35°13'17" West, 13.84 feet to a point; thence

South 54°47'33" East, 130.00 feet along a line 26.25 feet Northeasterly of and parallel to the vacated centerline of Original Grove Street to a point, and the **True Point of Beginning**; thence South 35°12'27" West, 29.25 feet to a point; thence South 54°47'33" East, 70.00 feet along a line 3.00 feet Southwesterly of and parallel to the vacated centerline of Original Grove Street to a point; thence North 35°12'27" East, 29.25 feet to a point; thence North 54°47'33" West, 70.00 feet along a line 26.25 feet Northeasterly of and parallel to the vacated centerline of Original Grove Street to the **True Point of Beginning**.



SCALE 1"=80'

GROVE PARCELS



SOUTH 9TH STREET

WEST MAIN STREET

WELLS FARGO BANK

PARCEL II

PARCEL III
(7.75'X70.00')

BOISE CONVENTION CENTER

PARCEL I
"THE GROVE"
826 EAST MAIN ST.

U.S. BANK PLAZA CONDOMINIUM

BLOCK TWENTY TWO CONDOMINIUMS

WEST FRONT STREET

SOUTH 8TH STREET



AGENDA BILL

Agenda Subject: Convey Ownership of 8 th Street to the City of Boise	Date: August 13, 2018
Staff Contacts: John Brunelle, Executive Director Mary Watson, General Counsel Contracts Manager	Attachments: <ul style="list-style-type: none">• Resolution No. 1562• Quitclaim Deed: 8th Street – Main Street to Idaho Street• Quitclaim Deed: 8th Street – Idaho Street to Bannock Street
Action Requested: Adopt Resolution No. 1562 to convey ownership of 8 th Street to the City of Boise.	

BACKGROUND

With the termination of the Boise Central Urban Renewal District and completion of the Central District Plan, the time has come to convey the two blocks of 8th Street owned and managed by the Agency.

In 1988 the Agency acquired one block of 8th Street between Main and Idaho Streets (Parcel No. R101300146) from the Ada County Highway District (ACHD). The following year, ACHD vacated and abandoned 8th Street between Idaho and Bannock Street (Parcel No. R1013002970) to the Agency, as well.

Over the past year, Agency staff has been working with city staff to accomplish conveyance of the two parcels prior to September 30, 2018. For licensing purposes, the sidewalk patio tenants and building owners were notified of the expected conveyance. Also, the City's Administrative Services department was informed of the Agency's withdrawal from the 2014 MOU that addresses traffic enforcement and shared parking meter revenue on those blocks.

With the appearance of a vibrant downtown city street, it makes sense for the Agency to convey these two parcels to the City. Ownership of the blocks becomes very difficult when, after September 30, the Agency can no longer apply Idaho's Urban Renewal Law and Local Economic Development Act nor receive and expend the increment portion of property tax revenue assessed on taxable properties. A quitclaim deed is a speedy and elegant vehicle by which to accomplish the conveyance, and it is typically used in real estate transfers like this where there is no sale / no transfer of funds.

FISCAL NOTES

In order to achieve the objectives of the Central District 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: Convey ownership of the 8th Street parcels to the City of Boise.

SUGGESTED MOTION: I move to adopt Resolution No. 1562 to convey ownership of the two 8th Street parcels to the City of Boise.

RESOLUTION NO. 1562

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE CONVEYANCE OF AGENCY REAL PROPERTY PARCEL NO. R1013000146, KNOWN AS NORTH EIGHTH STREET BETWEEN MAIN AND IDAHO STREETS, TO THE CITY OF BOISE BY QUITCLAIM DEED AND WITHOUT CONSIDERATION; APPROVING THE CONVEYANCE OF AGENCY REAL PROPERTY PARCEL NO. R1013002970, KNOWN AS NORTH EIGHTH STREET BETWEEN IDAHO AND BANNOCK STREETS, TO THE CITY OF BOISE BY QUITCLAIM DEED AND WITHOUT CONSIDERATION; AUTHORIZING AND DIRECTING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE BOTH QUITCLAIM DEEDS ON BEHALF OF AGENCY; AUTHORIZING AND DIRECTING THE AGENCY EXECUTIVE DIRECTOR TO DELIVER BOTH QUITCLAIM DEEDS 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 Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 1987 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "Boise Central District Urban Renewal Plan") and, following said public hearing, the City adopted its Ordinance No. 5026 on August 19, 1987, approving the Boise Central District Urban Renewal Plan and making certain findings; and,

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

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

WHEREAS, in order to achieve the objectives of the Central District Plan, the Agency is authorized to acquire real property for the revitalization of areas within the Project Area; and,

WHEREAS, in 1988 the Agency acquired certain real property, identified as Parcel No. R1013000146 and commonly known as North Eighth Street between Main and Idaho Streets in downtown Boise, such acquisition being the result of action by the Ada County Highway District to vacate and abandon that portion of public right-of-way unto the Agency; and,

WHEREAS, in 1989 the Agency acquired certain real property, identified as Parcel No. R1013002970 and commonly known as North Eighth Street between Idaho and Bannock Streets in downtown Boise, such acquisition being the result of action by the Ada County Highway District to vacate and abandon that portion of public right-of-way unto the Agency; and,

WHEREAS, with the closure of the Boise Central Urban Renewal District and completion of the Central District Plan, the Agency seeks to transfer both parcels 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 both parcels by Quitclaim Deed and to expend any funds necessary to maintain the property in its current condition as a pedestrian and traffic mall; and,

WHEREAS, the Agency Board finds it in the best interest of the Agency and the public to approve the quitclaim of both parcels, 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 Parcel No. R1013000146, 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 Quitclaim Deed for Parcel No. R1013002970, a copy of which is attached hereto as Exhibit B and incorporated herein by reference, be and the same hereby is approved and adopted.

Section 4: That the Executive Director is authorized and directed to execute both Quitclaim Deeds on behalf of Agency and thereafter deliver the Quitclaim Deeds to the City of Boise for formal acceptance by the Boise City Council and subsequent recording with the Ada County Recorder.

Section 5: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Boise City, Idaho, on August 13, 2018.
Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on August 13, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
David H. Bieter, Secretary

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 ("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 _____, 2018, before me, a Notary Public in and for the State of Idaho, 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: _____

QUITCLAIM DEED

ACCEPTANCE

I, David H. Bieter, Mayor of the city of Boise City, on behalf of the city of Boise City, 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 contained in said Quitclaim Deed.

DATED this ____ day of _____, 2018.

CITY OF BOISE:

By: _____
David H. Bieter, Mayor

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 Mayor of the city of Boise City, an Idaho municipal corporation, who executed the within instrument on behalf of Boise City, and acknowledged to me that Boise City 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: _____

QUITCLAIM DEED

EXHIBIT A

Legal Description: 8th Street between Main Street and Idaho Street

A parcel of public right-of way, more commonly known as a portion of North Eighth Street between Main Street and Idaho Street, located in the North ½ of Section 10, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho and situated in Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, more particularly described as follows:

Commencing at a Brass Cap Monument marking the centerline intersection of Main Street and North Eighth Street as shown on said Boise City Original Townsite:

Thence along said Main Street, North 54° 47'55" West, 40.04 feet to a point;

Thence North 35°12'05" East, 40.01 feet to the most southerly corner of Block 2 as shown on said Boise City Original Townsite, also said point being the REAL POINT OF BEGINNING;

Thence continuing along the southerly boundary of said Block 2, North 35°13'20" East, 260 feet to the most easterly corner of said Block 2;

Thence across North Eighth Street, South 54°47'57" East, 80.03 feet to the most northerly corner of Block 3 as shown on said plat of Boise City Original Townsite;

Thence along the northwesterly boundary of said Block 3, South 35°13'00" West, 260 feet to the most westerly corner of said Block 3;

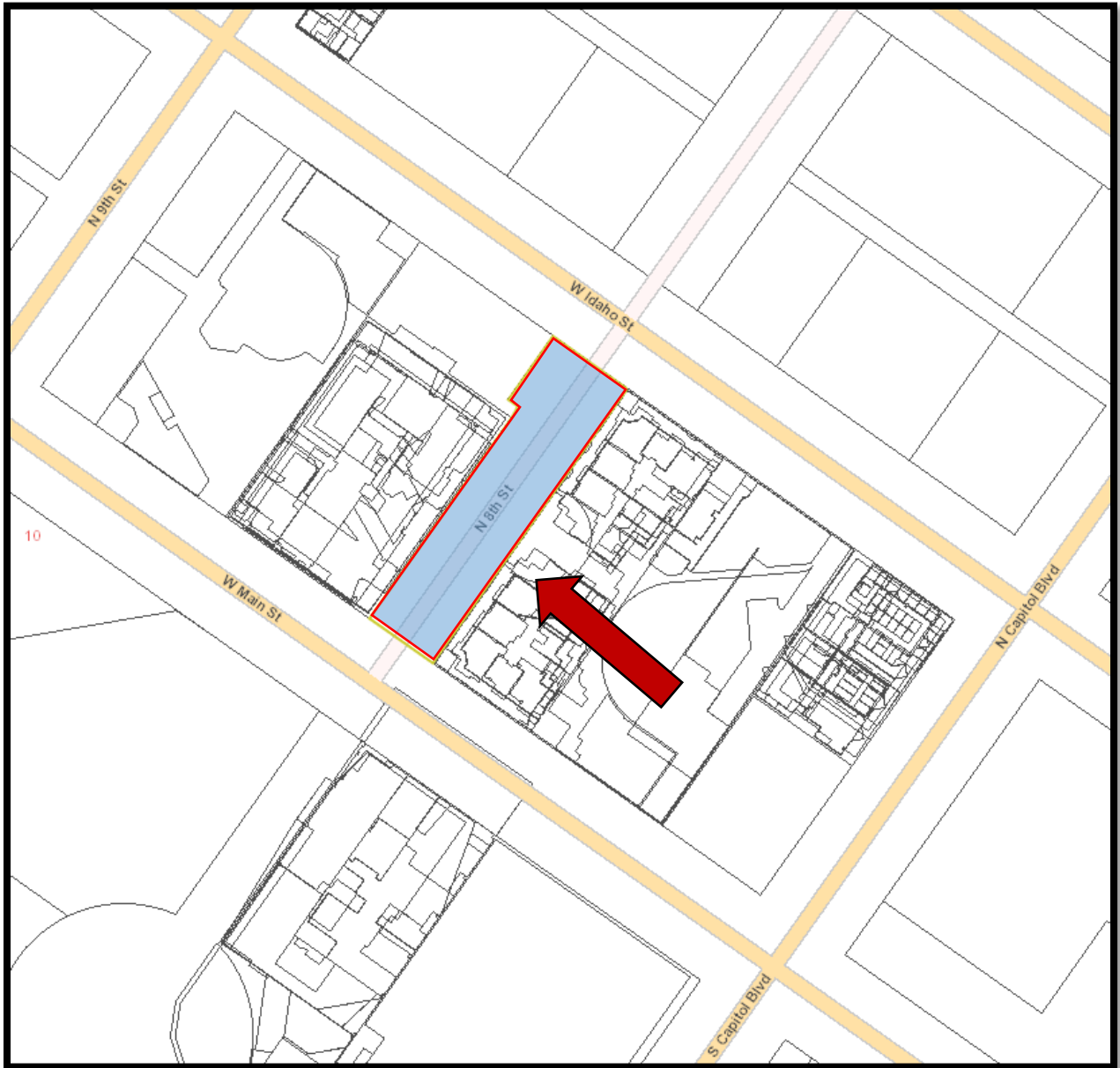
Thence across North Eighth Street, North 54°47'57" West, 80.06 feet to the REAL POINT OF BEGINNING, said parcel containing .478 acre, more or less.

LESS AND EXCEPTING the following described property:

COMMENCING AT THE CENTERLINE INTERSECTION OF MAIN STREET AND 8TH STREET OF SAID BOISE CITY ORIGINAL TOWNSITE; THENCE ALONG THE CENTERLINE OF SAID MAIN STREET

SOUTH 54°47'55" EAST, 40.00 FEET; THENCE, LEAVING SAID CENTERLINE, NORTH 35°12'05" EAST, 40.00 FEET TO THE MOST WESTERLY CORNER OF BLOCK 3 OF SAID BOISE CITY ORIGINAL TOWNSITE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, FROM SAID POINT OF BEGINNING, ON A PROJECTED LINE OF THE SOUTHWESTERLY BOUNDARY OF SAID BLOCK 3, NORTH 54°47'57" WEST, 10.00 FEET; THENCE, NORTH 35°13'00" EAST, 260.00 FEET; THENCE, ALONG A PROJECTED LINE OF THE NORTHEASTERLY BOUNDARY OF SAID BLOCK 3, SOUTH 54°47'57" EAST, 10.00 FEET TO THE MOST NORTHERLY CORNER OF SAID BLOCK 3; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID BLOCK 3, SOUTH 35°12'03" WEST, 260.00 FEET TO THE TRUE POINT OF BEGINNING.

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 # R1013000146
Addressed as 798 W Main St., Boise, ID 83702
Zoned: C-5DD
Assessed Acres: 0.372
PAR #0146 OF VAC 08TH ST-
MAIN TO IDAHO ST
BCOT

QUITCLAIM DEED

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 ("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 _____, 2018, before me, a Notary Public in and for the State of Idaho, 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: _____

QUITCLAIM DEED

ACCEPTANCE

I, David H. Bieter, Mayor of the city of Boise City, on behalf of the city of Boise City, 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 contained in said Quitclaim Deed.

DATED this ____ day of _____, 2018.

CITY OF BOISE:

By: _____
David H. Bieter, Mayor

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 Mayor of the city of Boise City, an Idaho municipal corporation, who executed the within instrument on behalf of Boise City, and acknowledged to me that Boise City 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: _____

QUITCLAIM DEED

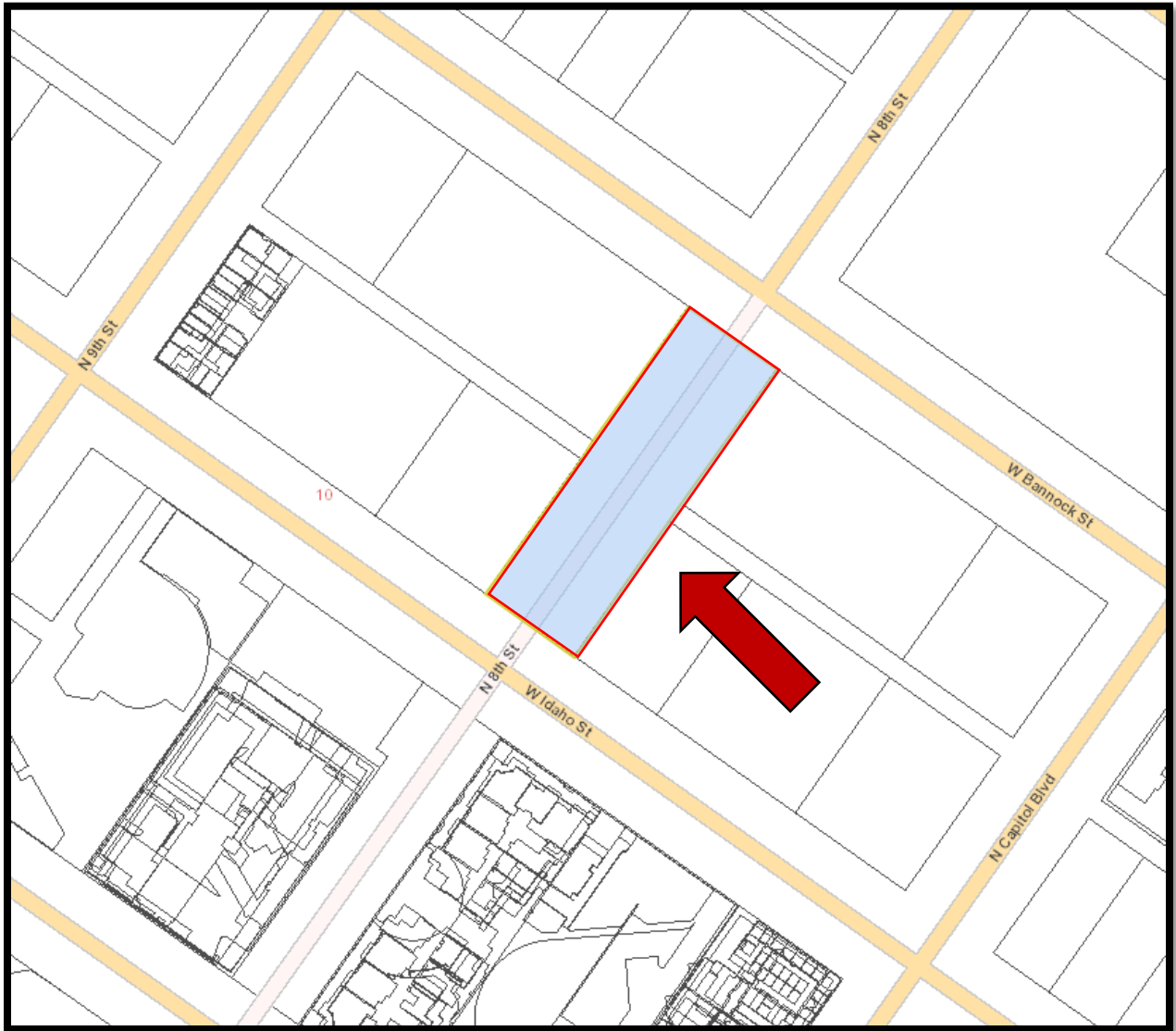
EXHIBIT A

Legal Description: 8th Street between Idaho Street and Bannock Street

A parcel of public right-of way, more commonly known as a portion of North 8th Street between Idaho and Bannock Streets, located in the Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, and situated in Section 10, T.3N., R.2E., Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the most Southerly corner of Block 44 of said Boise City Original Townsite;
Thence Northeasterly along the boundary between Block 44 and the North 8th Street right-of-way a distance of 260.00 feet to the most Easterly corner of Block 44;
Thence Southeasterly a distance of 80.00 feet to the most Northerly corner of Block 43 of said Boise City Original Townsite;
Thence Southwesterly along the boundary between Block 43 and the North 8th Street right-of-way a distance of 260 feet to the most Westerly corner of Block 43;
Thence Northwesterly a distance of 80.00 feet to the Point of Beginning, said parcel containing 20,800 square feet, more or less.

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 # R1013002970
Addressed as 798 W Idaho St., Boise, ID 83702
Zoned: C-5DD
Assessed Acres: 0.48
PAR #2970 OF NORTH 08TH
BETWEEN IDAHO & BANNOCK
BCOT

QUITCLAIM DEED



AGENDA BILL

Agenda Subject: Gateway East Urban Renewal Area Eligibility Report		Date: 13 August 2018
Staff Contact: Matt Edmond	Attachments: 1) Gateway East Urban Renewal Study Area Map 2) Resolution #1559 3) Gateway East Urban Renewal Area Eligibility Report	
Action Requested: Resolution #1559 – Accepting Gateway East Urban Renewal Area Eligibility Report and forward to the Boise City Council for consideration.		

Background:

The City of Boise and CCDC entered into a memorandum of understanding in May 2018 for the purposes of evaluating and potentially establishing the Gateway East study area as an urban renewal district and revenue allocation area. The Gateway East Urban Renewal Area Eligibility Report is the first formal deliverable of this effort, and establishes the basis for subsequent work.

The City of Boise is seeking to develop the area along Eisenman Road, Gowen Road, and I-84 southeast of the Boise Airport as an industrial area, in accordance with its comprehensive plan, Blueprint Boise, in order to diversify and grow the Boise economy and leverage the Boise Airport as an economic asset. Due to the need for significant public infrastructure investments, establishment of an urban renewal district with a revenue allocation area is essential to promote equitable, efficient, and timely development of the area.

Since May 2018, CCDC has been working under a Professional Services contract with SB Friedman Development Advisors (SBF) to conduct an eligibility analysis and to prepare an eligibility report determining whether the study area meets the statutory criteria pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code (the “Law”) and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code (the “Act”) (the “Eligibility Report”). SB Friedman is a firm based out of Chicago and has worked in different capacities with CCDC in recent years. The firm came highly recommended and has extensive expertise in eligibility studies, tax increment financing, gap analysis and the creation of various type of districts including urban renewal districts.

In August 2018, CCDC staff received a final draft of the Eligibility Report. This was a culmination of a three-day fact finding trip by SBF staff as well as many hours working with staff to analyze data regarding existing conditions and statistics. The Eligibility Report clearly documents the conditions of the study area and supports the finding that the study area is a “deteriorating area” as defined in the Law and the Act. The qualifying criteria were found to be meaningfully present and reasonably distributed throughout the study area and each are evidenced within the Eligibility Report.

Fiscal Notes:

The total contracted amount with SB Friedman for the Eligibility Report and all associated travel is \$58,000. The FY 2018 budget includes spending authority for the eligibility study and subsequent activities necessary to establish an urban renewal district, to be reimbursed by the City of Boise per the MOU up to \$331,400.

Next Steps

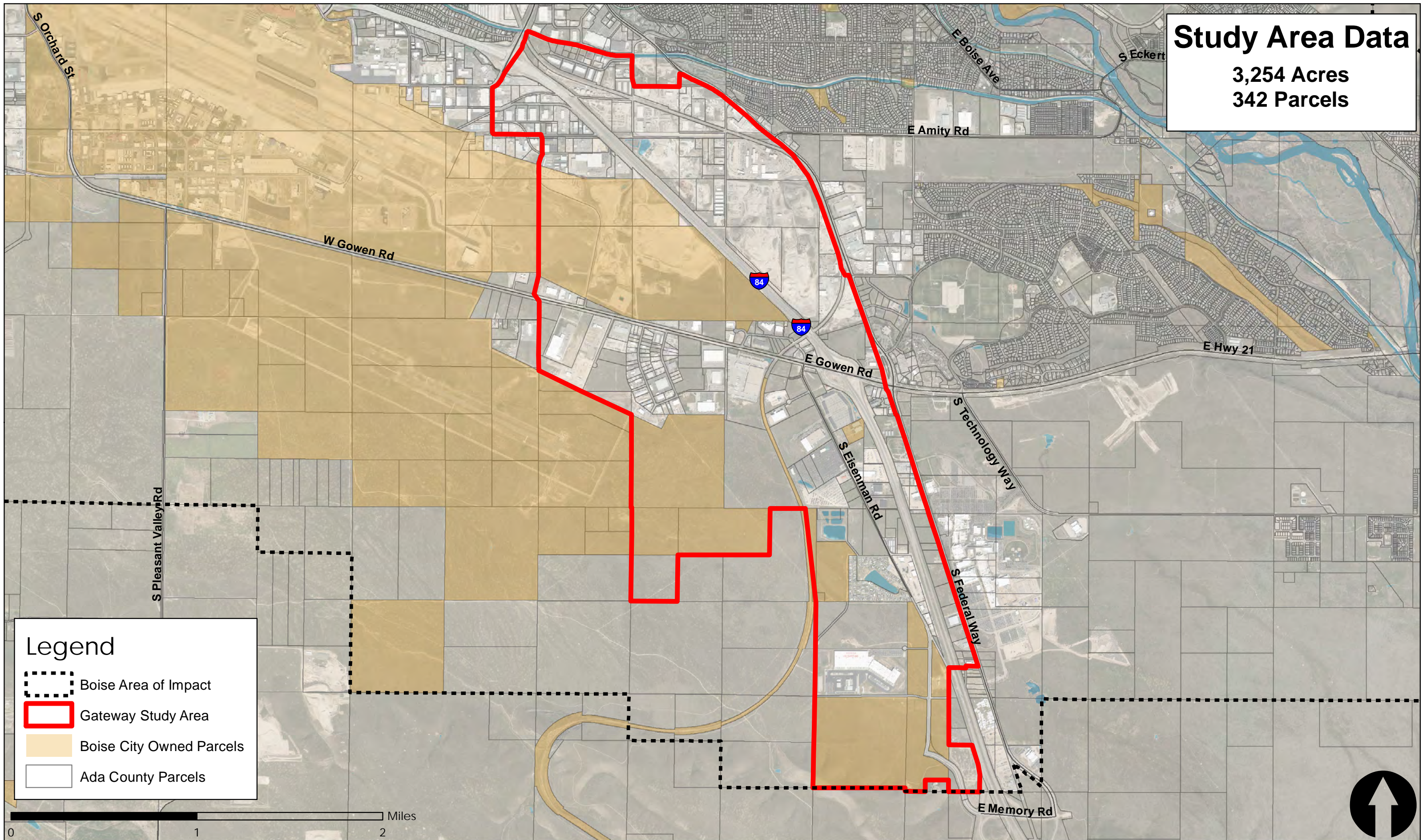
If approved, CCDC staff will transmit the Eligibility Report to Boise City Council to be considered for adoption of the findings at its August 28, 2018, noon City Council meeting. If City Council makes the requisite findings, then, CCDC would be directed to proceed with developing the Urban Renewal Plan for the Gateway East Project Area.

Staff Recommendation:

Approve Resolution #1559 accepting the Gateway East Urban Renewal Area Eligibility Report and transmitting to the Boise City Council for consideration.

Suggested Motion:

I move to approve Resolution #1559, which accepts the Gateway East Urban Renewal Area Eligibility Report and directs CCDC staff to transmit to the Boise City Council for future consideration.



Gateway East - Urban Renewal Study Area



RESOLUTION NO. 1559

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION, ACCEPTING THAT CERTAIN REPORT ON ELIGIBILITY FOR CERTAIN PROPERTY REFERRED TO AS THE GATEWAY EAST URBAN RENEWAL AREA AS AN URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA AND JUSTIFICATION FOR DESIGNATING THE AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; AUTHORIZING AND DIRECTING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR TO TRANSMIT THE REPORT AND THIS RESOLUTION TO THE CITY COUNCIL OF THE CITY OF BOISE REQUESTING ITS CONSIDERATION FOR DESIGNATION OF AN URBAN RENEWAL AREA AND SEEKING FURTHER DIRECTION FROM THE COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council (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");

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

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

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

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

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the 30th Street Area Urban Renewal Project Urban Renewal Plan ("30th Street Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 6868 on December 4, 2012, approving the 30th Street Plan and making certain findings;

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan, 30th Street Area, Urban Renewal Project ("Amended 30th Street Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 26-18 on July 24, 2018, approving the Amended 30th Street Plan and making certain findings;

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the First Amendment to the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street, Urban Renewal Project and Renamed River Myrtle – Old Boise Urban Renewal Project ("Amended River Myrtle-Old Boise Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 24-18 on July 24, 2018, approving the Amended River Myrtle-Old Boise Plan and making certain findings;

WHEREAS, based on inquiries and information presented by certain interested parties and property owners, the Agency commenced certain discussions concerning examination of an additional area as appropriate for an urban renewal project;

WHEREAS, in 2001, an eligibility study was conducted in an area along the Interstate 84 (I-84) eastern entrance into the City. The study concluded the study area was a deteriorated area and/or a deteriorating area, and therefore, eligible for an urban renewal project; however, the City Council did not elect to adopt the necessary findings and pursue an urban renewal plan for the area at that time;

WHEREAS, in 2018, the Agency authorized SB Friedman Development Advisors to commence an eligibility study and preparation of an eligibility report of an area encompassing approximately 3,260 acres of land along the I-84 corridor at the eastern entry to the City, which area included the area previously studied in 2001. The eligibility report area is commonly referred to as the Gateway East Urban Renewal Area (the "Study Area");

WHEREAS, the Eligibility Report, dated August 8, 2018, (the “Study”) examining the Study Area for purposes of determining whether such area is a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8) has been submitted to the Agency, a copy of which is attached hereto as Exhibit A;

WHEREAS, under the Law, Sections 50-2903(8)(f) and 50-2018 (8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in section 22-4502(1), Idaho Code, or any forest land as defined in section 63-1701(4), Idaho Code, absent the consent of the owner of the agricultural operation or the forest landowner of the forest land, except for an agricultural operation or forest land that has not been used for three (3) consecutive years;

WHEREAS, the Study Area includes parcel(s) subject to such consent. While the necessary consents have not been obtained, any consents shall be obtained prior to City Council approval of the Study;

WHEREAS, the Study addresses the necessary findings concerning including open land within the Study Area as defined in Idaho Code Sections 50-2018(9), 50-2903(8)(c), and 50-2008(d);

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

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

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

Section 2. That the Board acknowledges acceptance and receipt of the Study.

Section 3. That there are one or more areas within the City that are a deteriorating area or a deteriorated area as defined by Idaho Code Sections 50-2018(8),(9) and 50-2903(8).

Section 4. That one such area is the Study Area, now commonly referred to as the proposed Gateway East Urban Renewal Area.

Section 5. That the rehabilitation, conservation, and redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, and welfare of the residents of the City.

Section 6. That the Chair or Vice-Chair of the Board of Commissioners, or the Executive Director of the Agency are hereby authorized to transmit the Study to the City of Boise City Council requesting that the City Council:

- a. Determine whether the Study Area qualifies for an urban renewal project and justification for designating the Study Area, as appropriate, for an urban renewal project;
- b. If such designation is made, whether the Agency should proceed with the preparation of an urban renewal plan for the area, which Plan may include a revenue allocation provision as allowed by law.
- c. Coordinate with the Agency to obtain the required agricultural consent from the property owners.

Section 7. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Boise City, Idaho, on August 13, 2018. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on August 13, 2018.

APPROVED:

By _____
Dana Zuckerman, Chair

ATTEST:

By _____
David Bieter, Secretary

4840-3785-2270, v. 1



CAPITAL CITY DEVELOPMENT CORPORATION

Gateway East Urban Renewal Area Eligibility Report

FINAL REPORT | August 8, 2018



CAPITAL CITY DEVELOPMENT CORPORATION
**GATEWAY EAST URBAN RENEWAL AREA
ELIGIBILITY REPORT**

August 8, 2018

S. B. FRIEDMAN & COMPANY

221 N. LaSalle St. Suite 820 Chicago, IL 60601

T: 312.424.4250 F: 312.424.4262 E: info@sbfriedman.com

Contact: Geoffrey Dickinson

T: 312.384.2401 E: gdickinson@sbfriedman.com

CAPITAL CITY DEVELOPMENT CORPORATION
Gateway East Urban Renewal Area Eligibility Study

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S. B. FRIEDMAN & COMPANY

221 N. LaSalle St. Suite 820 Chicago, IL 60601
T: 312.424.4250 F: 312.424.4262 E: info@sbfriedman.com
www.sbfriedman.com

1. Executive Summary

SB Friedman Development Advisors ("SB Friedman") has prepared this preliminary Eligibility Study (the "Study") for the proposed Gateway East Urban Renewal Area ("Study Area") for the Capital City Development Corporation ("CCDC" or "Agency") pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code (the "Law"), and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code (the "Act"), collectively the "Urban Renewal Law."

Urban Renewal Law provides for different eligibility factors and required findings and tests for Improved Land (defined below) versus Open Land (or "Open Area")(defined below). It is our understanding that Open Land under the Urban Renewal Law means agricultural or forest lands and/or a predominately undeveloped, open area. In part due to the large number of undeveloped or partially developed areas within the Study Area, there are a handful of undeveloped parcels which could be construed as either Open Land or Improved Land. In order to definitively demonstrate the Study Area is eligible for designation as an Urban Renewal Area ("URA"), SB Friedman divided the parcels into the following three classifications:

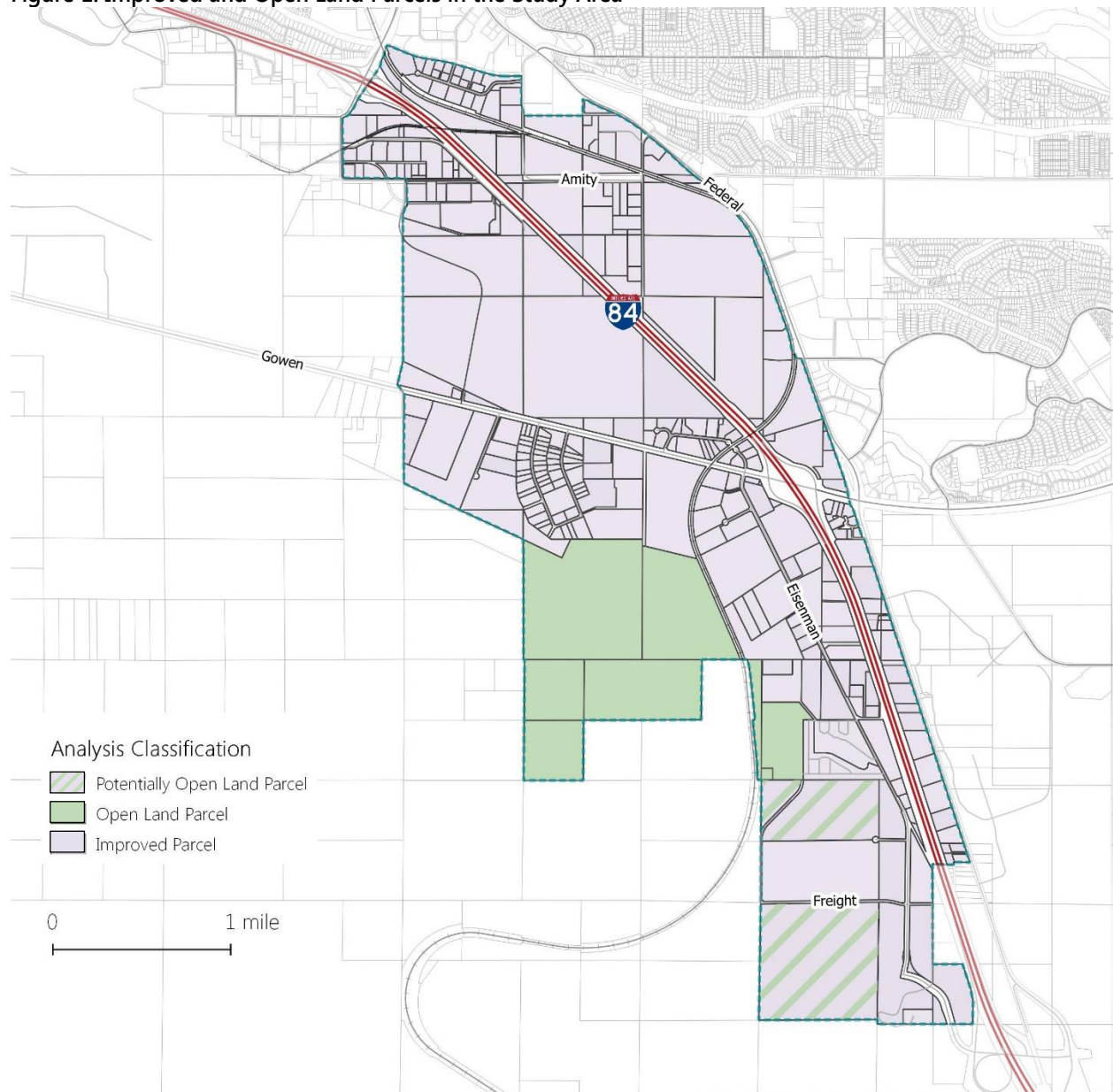
- **Improved Parcels** | includes both:
 - Developed, Improved Parcels | Developed parcels within existing industrial parks or along the Study Area commercial corridors; and
 - Undeveloped, Improved Parcels | Undeveloped parcels in existing industrial parks, or adjacent to existing development.
- **Open Land Parcels (OLPs)** | Large undeveloped, vacant parcels without street or utility access.
- **Potentially Open Land Parcels (POLPs)** | Undeveloped parcels with lot characteristics comparable to those of an Open Land parcel but which have street access or utilities.

For analysis purposes, POLPs have been included in both the Improved Parcels and OLP categories. Thus:

- 1) The Improved analysis includes all Improved Parcels and POLPs.
- 2) The Open Land analysis includes all POLPs and OLPs.

Figure 1 demarcates parcels as Improved or Open Land and calls out the three POLPs included in both analyses.

Figure 1: Improved and Open Land Parcels in the Study Area



Source: CCDC, SB Friedman, City of Boise

Summary Conclusions

This Study documents the conditions in the Study Area which support the finding that the Study Area is "deteriorating."

IMPROVED - SB Friedman finds the following three criteria for a deteriorating area to be meaningfully present and reasonably distributed throughout Improved Parcels within the Study Area:

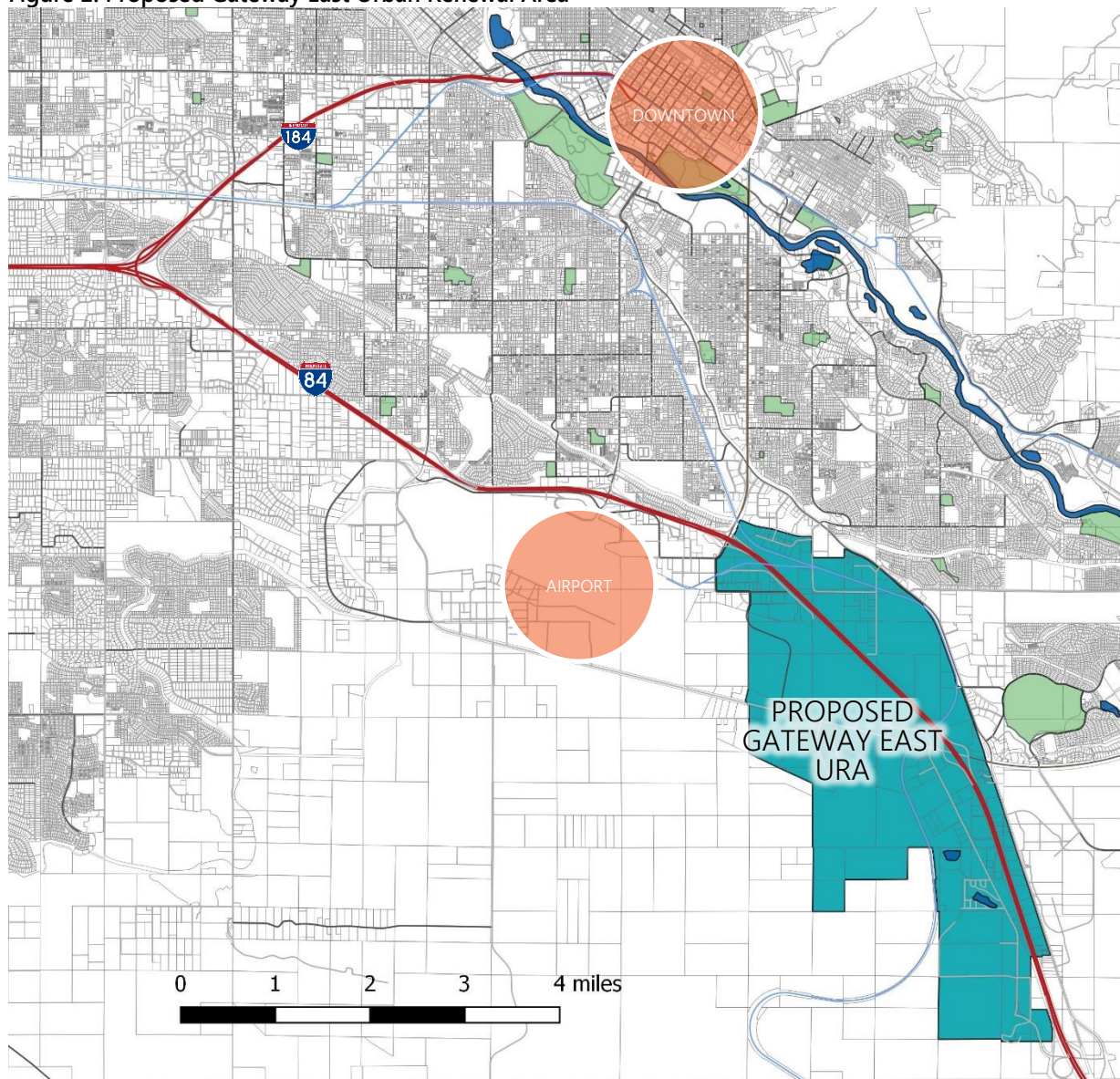
1. The presence of a substantial number of deteriorated or deteriorating structures;
2. Predominance of defective or inadequate street layout; and
3. Deterioration of site or other improvements.

OPEN LAND - SB Friedman also found the Obsolete Platting criterion for a deteriorating area to be meaningfully present and reasonably distributed throughout Open Land parcels within the Study Area.

The finding that the Study Area is eligible must be made by the City Council of the City of Boise (the "City Council") as part of the approval process for a URA.

Upon adoption of a resolution finding that the Study Area is a deteriorating area, CCDC will create an Urban Renewal Plan (the "Plan") for the proposed district. Following plan approval by the CCDC Board of Commissioners, the Boise City Planning and Zoning Commission (the "Commission") would review the Plan and decide on its conformance with the City's Comprehensive Plan. If the Plan is in conformance, the City Council would then hold a public hearing prior to which all the affected taxing entities can provide comment on the proposed Plan. City Council then must elect to either approve the Plan and create a corresponding Revenue Allocation Area, by ordinance, or elect not to approve the proposed Gateway URA.

Figure 2: Proposed Gateway East Urban Renewal Area



Source: CCDC, SB Friedman, City of Boise

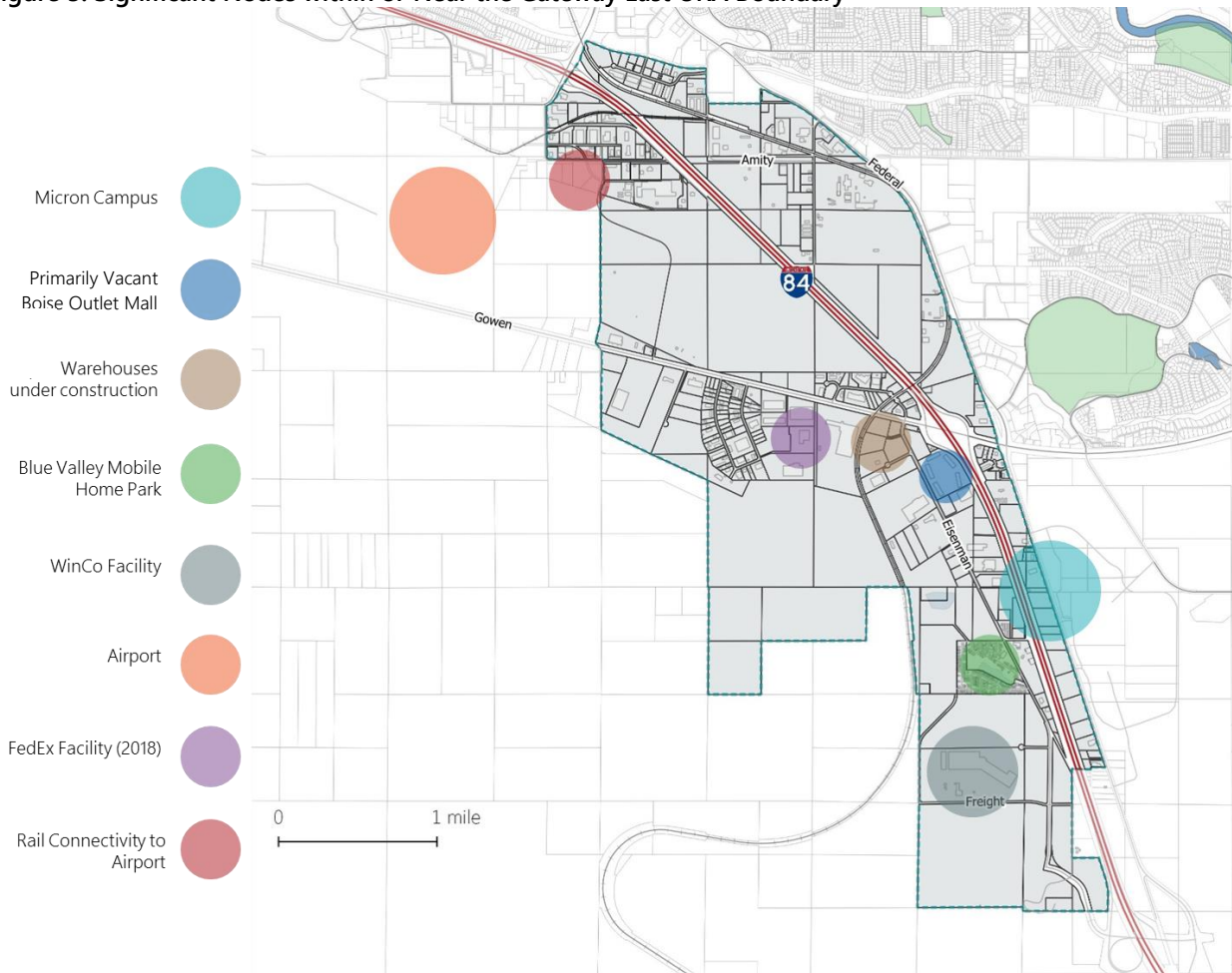
2. Study Area Background

Introduction

The Study Area encompasses approximately 3,260 acres of land along the Interstate 84 ("I-84") corridor. Portions of the Study Area have been previously considered for URA eligibility. In 2011, the City adopted Blueprint Boise – a comprehensive plan to guide development. Blueprint Boise included more specific planning and development goals for smaller "Planning Areas." The Study Area is located in parts of two Planning Areas, the Airport Planning Area on the southwest side of I-84 and the Southeast Planning Area to the east side of I-84.

Within the Study Area there are 346 parcels, approximately half of which are developed industrial parcels. The remaining Improved Parcels with vertical development have institutional, hospitality or retail land uses.

Figure 3: Significant Nodes within or Near the Gateway East URA Boundary



Source: SB Friedman, City of Boise, CCDC

There are several significant nodes within the Study Area. The majority of the northwest portion of the Study Area borders the Boise Airport. The southwest corner of the Study Area is primarily undeveloped or Open Land, adjacent to an existing at-grade rail line managed by Watco Companies. The rail line extends into the north end of the Study Area and is frequently adjacent to active industrial properties. Major industrial tenants include FedEx, WinCo and Shopko.

Blueprint Boise established the following planning standards/policies to work toward within the Airport and Southeast Planning Areas in order to help address some of the larger planning challenges within the area:

- Accommodate a range of manufacturing and open-storage uses in industrial areas east, west and south of the Boise Airport (AP-CNN 1.2a);
- Encourage industrial and airport-related development south of the third runway in conjunction with the extension of Lake Hazel Road and Orchard Street and the construction of a secondary road network (AP-CNN 1.2b);
- Limit commercial uses in areas designated for industrial to accessory retail services intended to serve employees in the immediate area (AP-CNN 1.4);
- Recognize the Boise Airport as a major gateway to Boise and the State of Idaho (AP-NC 1);
- Reserve the area surrounding current Micron facilities for future high-tech industrial expansion (SE-CNN 1.2);
- Protect the Federal Way industrial area for heavy industrial uses (SE-CNN 1.3); and
- Explore opportunities to provide transit service to the Micron facility and other activity centers in the Southeast (SE-C 1.2).

Nearly all of the Study Area has a future land use designation of industrial. There are a limited number of parcels near the Gowen/Eisenman intersection designated as commercial which are adjacent to the I-84 interchange.

Reasons for Selection of the Project Area

The City is interested in developing and/or redeveloping portions of the Study Area to facilitate the development of light industrial, research and development, technology and manufacturing uses, as well as related commercial uses. Recent industrial development has primarily occurred in adjacent communities despite the availability of land within the Study Area. A URA could provide the funding required to initiate the key capital improvements to attract development on sites within the Study Area.

The Study Area is also of interest for a URA because of its position as the gateway to Boise from the southeast. The City has expressed an interest in creating a more attractive gateway. City gateways should provide visual cues that convey to passengers an entrance or departure from a municipality. Gateways have the added benefit of increasing city identity which can build awareness of development opportunities through the city periphery.

Previous Eligibility Initiatives

In 2001, an eligibility study was conducted for the southeast end of the current Study Area. The report concluded that the Study Area was deteriorated/deteriorating and eligible for a URA. However, the City Council did not elect to approve the URA at that time.

Leland Consulting Group also conducted a market study for a previous proposed URA boundary in the early 2000s. That study found that the region offers a competitive advantage for several manufacturing industries in addition to transportation and recreation sectors. The report also concluded that the Study Area was most suitable for manufacturing, warehousing and distribution uses but noted the Study Area lacks the infrastructure and developable lots sized appropriately for new development.

Following the market study, Idaho Power led a Site Readiness Evaluation effort for portions of the Study Area. That study reaffirmed development limitations mentioned in the market report, including:

- Large sites with varying degrees of access to the Watco rail line;
- A lack of understanding of the costs associated with improving rail access for new developments;
- High costs required to expand natural gas and water utilities; and
- The difficulty of development adjacent to an airport given site restrictions.

While portions of the Study Area have seen development since these studies were completed, there are large portions of the Study Area which still have similar development limitations. In addition, the envisioned 'gateway' concept has yet to be realized despite rapid growth elsewhere in Boise.

3. Existing Conditions

Existing Land Use within the Study Area

The Study Area is a roughly 3,260-acre area with portions located in both the Airport and Southeast planning areas. The City, through planning documents such as Blueprint Boise and the Airport Master Plan, has expressed an interest in the area continuing to serve as a major industrial hub. The intent is to expand industrial capacity in the Study Area, allowing for a limited amount of supplemental office and retail growth, as well. The Airport Master Plan states there should be an effort to “avoid encroachment from non-industrial uses, such as residential, to protect Boise Airport operations and minimize future conflicts” (AP-5).

SB Friedman conducted fieldwork to document current land uses within the Study Area. Major land uses, and subcategories where appropriate, are as follows:

IMPROVED

1. **Industrial/Flex** – as the Study Area is predominately industrial, SB Friedman further categorized industrial sites into the following three categories:
 - a. Developed – 174 parcels have buildings or structures typical of industrial land uses; commonly distribution facilities, manufacturing plants or storage sheds. The Study Area also includes several truck repair facilities.
 - b. Parking – 33 parcels exclusively serve as parking. The parking parcels are primarily private parking for outdoor truck and vehicle storage, but also include more traditional parking lots.
 - c. Undeveloped Land – 92 parcels are unimproved sites with no private investment to date, likely to be developed as industrial.
2. **Office** – five parcels are currently used as office disassociated from an industrial use.
3. **Hotel** – there is one hotel within the Study Area on a single parcel.
4. **Public/Private Institutional** – six parcels are designated for institutional uses; a recently developed fire station, several City owned parcels near the Boise Airport and a substation on Gowen Road.
5. **Retail** – Retail uses are currently located on 13 parcels. Retail has been recently developed at the north end of Eisenman Road and appears to be performing well. However, the Boise Factory Outlet on S Eisenman Road is the largest retail center and is predominately vacant.
6. **Residential** – three parcels have residential land uses including the 200-unit Blue Valley mobile home park.
7. **Right-of-Way** – eight parcels are right-of-way (ROW). For the purpose of our analysis, ROW parcels were excluded from all percentage calculations.
8. **POLP** – three parcels are POLPs located on the west side of the Study Area near the rail line, as addressed in greater detail above.

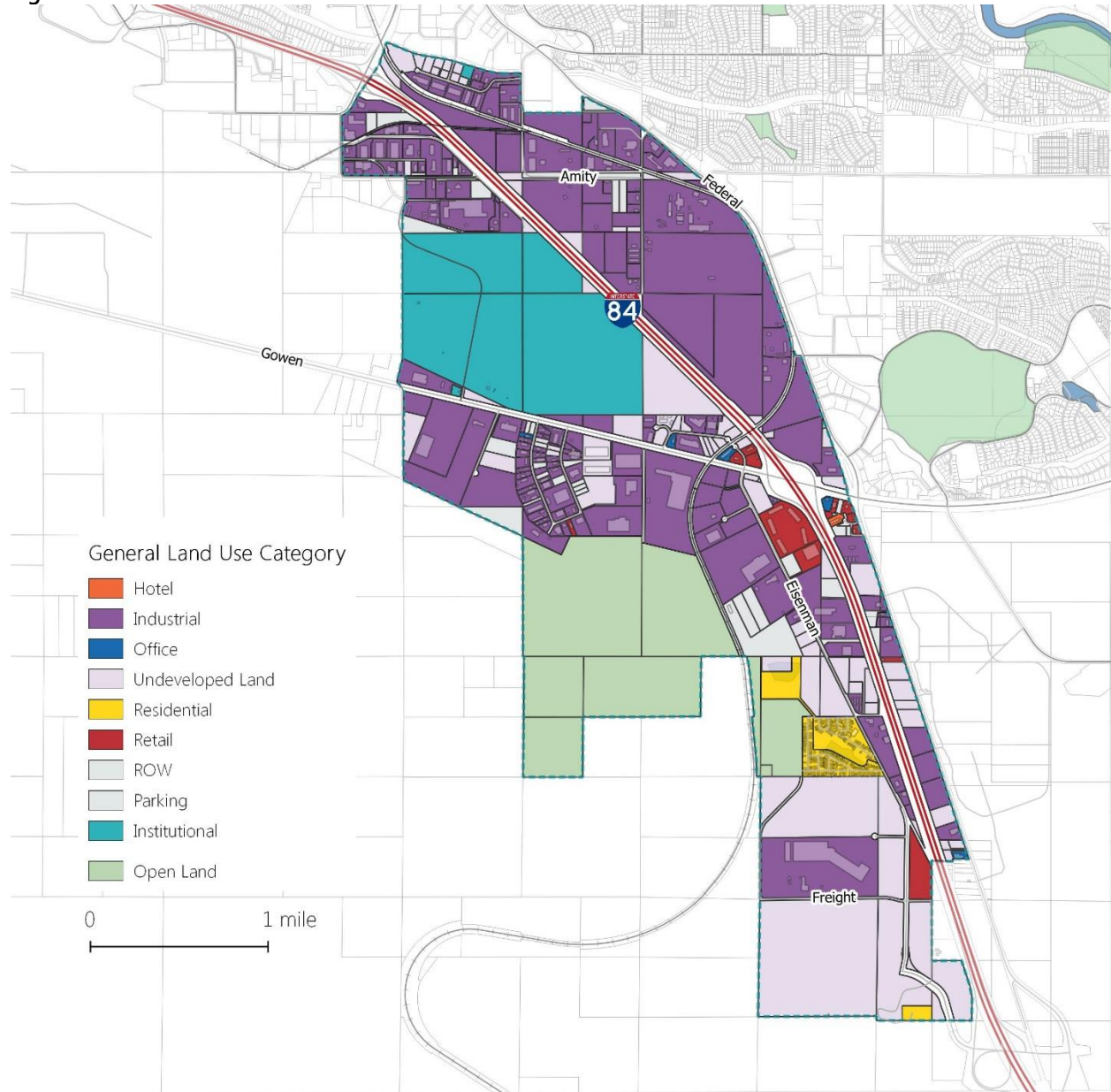
OPEN LAND

1. **POLP** – three parcels are POLPs, as addressed above.
2. **OLP** – eight parcels on the west side of the Study Area were classified as Open Land, as addressed above.

Idaho Code Sections 50-2018(8) and 50-2903(8)(f) state that, to be included within a URA, parcels involving “agricultural operations” as defined in Idaho Code Section 22-4502(11) or “forest lands” as defined in Idaho Code Section 63-1701(4) require the consent of the property owner. Parcels within the Open Land classification

do not appear to be actively used as an agricultural operation. However, SB Friedman assumes CCDC will either [1] ensure the absence of an agricultural operation or [2] acquire the necessary landowner consent for any land classified as an agricultural operation. Figure 4 maps observed land use.

Figure 4: SB Friedman Observed Land Use



Source: CCDC, City of Boise, SB Friedman

Improved Parcels

REQUIRED FINDINGS AND DEFINITION OF DETERIORATED/DETERIORATING

Idaho Code Section 50-2008(a) states that “[an] urban renewal project for an urban renewal area shall not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area or a combination thereof and designated such area as appropriate for an urban renewal project.”

The Urban Renewal Law includes definitions for a deteriorated area or a deteriorating area. These definitions include lists of criteria, one or more of which must be met in an area for it to qualify for an urban renewal project. These criteria are in Idaho Code Sections 50-2018(8) and (9) and Section 50-2903(8) and are listed below.

1. Deteriorated Area

Idaho Code Section 50-2018(8) and Idaho Code Section 50-2903(8)(a) define a deteriorated area as an area in which there is a predominance of buildings or improvements, whether residential or non-residential, which by reasons of:

- a) Dilapidation;
- b) Deterioration;
- c) Age or obsolescence;
- d) Inadequate provision for ventilation, light, air, sanitation or open spaces;
- e) High density of population and overcrowding;
- f) Existence of conditions which endanger life or property by fire and other causes; or
- g) Any combination of such factors;

is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime and is detrimental to the public health, safety morals or welfare.

2. Deteriorating Area

Idaho Code Section 50-2018(9) and Idaho Code Section 50-2903(8)(b) define a deteriorating area as one, which by reason of:

- a) The presence of a substantial number of deteriorated or deteriorating structures;
- b) Predominance of defective or inadequate street layout;
- c) Faulty lot layout in relation to size, adequacy, accessibility or usefulness;
- d) Insanitary or unsafe conditions;
- e) Deterioration of site or other improvements;
- f) Diversity of ownership;
- g) Tax or special assessment delinquency exceeding the fair value of the land;
- h) Defective or unusual conditions of title;
- i) Existence of conditions which endanger life or property by fire and other causes; or
- j) Any combination of such factors;

substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition and use.

EVIDENCE OF A DETERIORATING AREA

Based on our preliminary research, deterioration of site improvements appears very close to meeting the “predominance” standard required for a Deteriorated Area. However, given the marginal nature of this preliminary finding, we have elected to pursue the Deteriorating Area eligibility finding in this Study. Of the nine eligibility factors for a Deteriorating Area, we have identified three to be meaningfully present and reasonably distributed within the Study Area. We have also identified another three criteria (faulty lot layout in relation to size, adequacy, accessibility or usefulness; insanitary or unsafe conditions; and conditions which endanger life or property by fire and other causes) to be present within the Study Area, however not present to our standard of meaningfully present and reasonably distributed. Each of the meaningfully present criteria and evidence are detailed below.

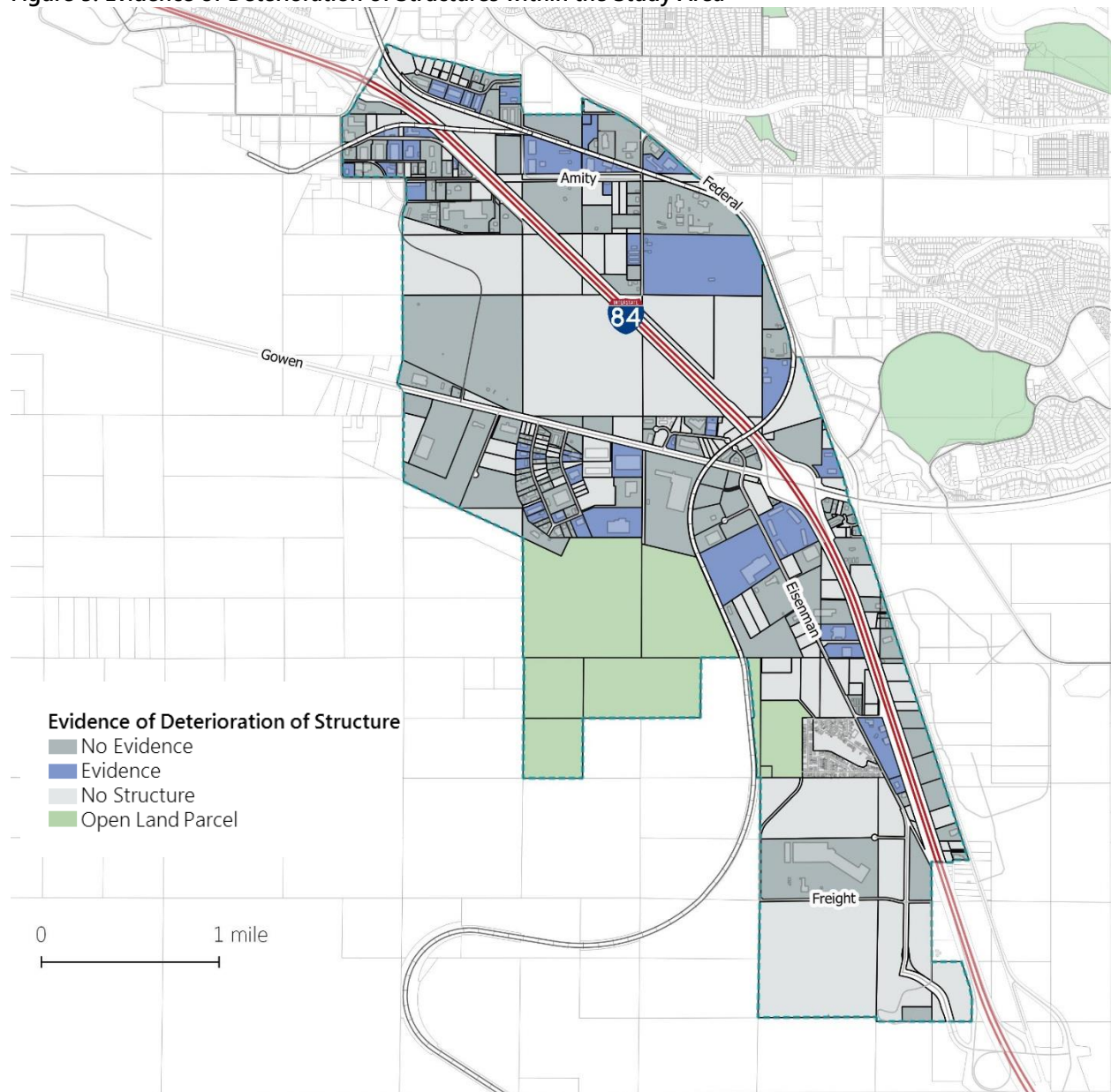
1. A SUBSTANTIAL NUMBER OF DETERIORATED OR DETERIORATING STRUCTURES

In order to evaluate deterioration of structures within the Study Area, fieldwork was conducted on a parcel by parcel basis. To be identified as a “deteriorating” structure, a structure must have shown deterioration beyond issues that could be remedied with routine maintenance. Common factors SB Friedman found to make the determination that a structure is deteriorating included:

- Fascia damage
- Holes in siding
- Damaged or missing shingles
- Cracked or damaged windows
- Broken foundation
- Significant water damage

Of the 179 parcels with at least one structure observed on site in the Study Area, 53 (30%) exhibited signs of deterioration. **Figure 5** below highlights the parcels on which a deteriorating structure is located.

Based on field evidence, we find deteriorating structures to be meaningfully present and reasonably distributed throughout the Study Area. Therefore, the Study Area meets the urban renewal eligibility standard of “a substantial number of deteriorated or deteriorating structures.”

Figure 5: Evidence of Deterioration of Structures within the Study Area

Source: CCDC, City of Boise, SB Friedman

2. PREDOMINANCE OF DEFECTIVE OR INADEQUATE STREET LAYOUT

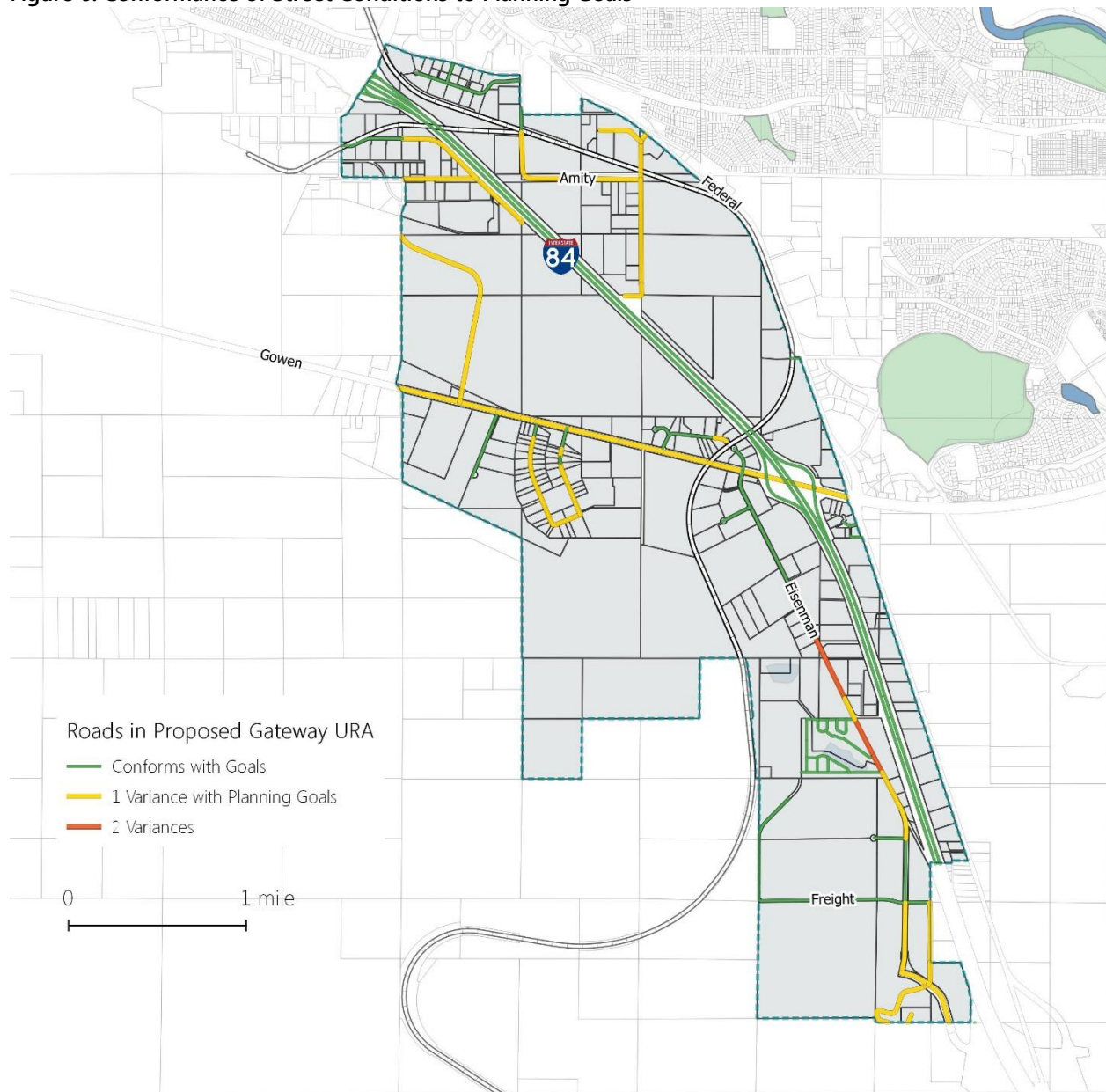
A finding of predominance of a defective or inadequate street layout can be made based on an evaluation of three criteria: the overall condition of the existing street layout, the appropriateness of such a layout, and overall connectivity of streets within the Study Area.

There are over 20 miles of roadway within the Study Area, which generally fall into three categories: interstate, industrial arterial and industrial collector/local roads. Streets in Boise are predominately controlled by the Ada County Highway District (ACHD). Thus, in order to evaluate whether the streets in the Study Area were inadequate or defective, we compared current roadway conditions against ACHD standards. The 2009 Livable

Street Design Guide (the "2009 Report") prepared by the ACHD articulates street guidelines for each of the major road typologies. For the purpose of evaluating the adequacy of street layout in the Study Area, SB Friedman compared each street segment in the Study Area against the 2009 Report standards by type:

1. **Industrial Arterial Roads.** Roads expected to be posted for a maximum of 45 miles per hour (MPH) with two lanes in each direction plus a center lane. Sidewalks should be required on at least one side of the road.
2. **Industrial Collector/Local Roads.** Speed limit should be posted for a maximum of 35 MPH, with one lane in each direction and sidewalks on at least one side of the road.

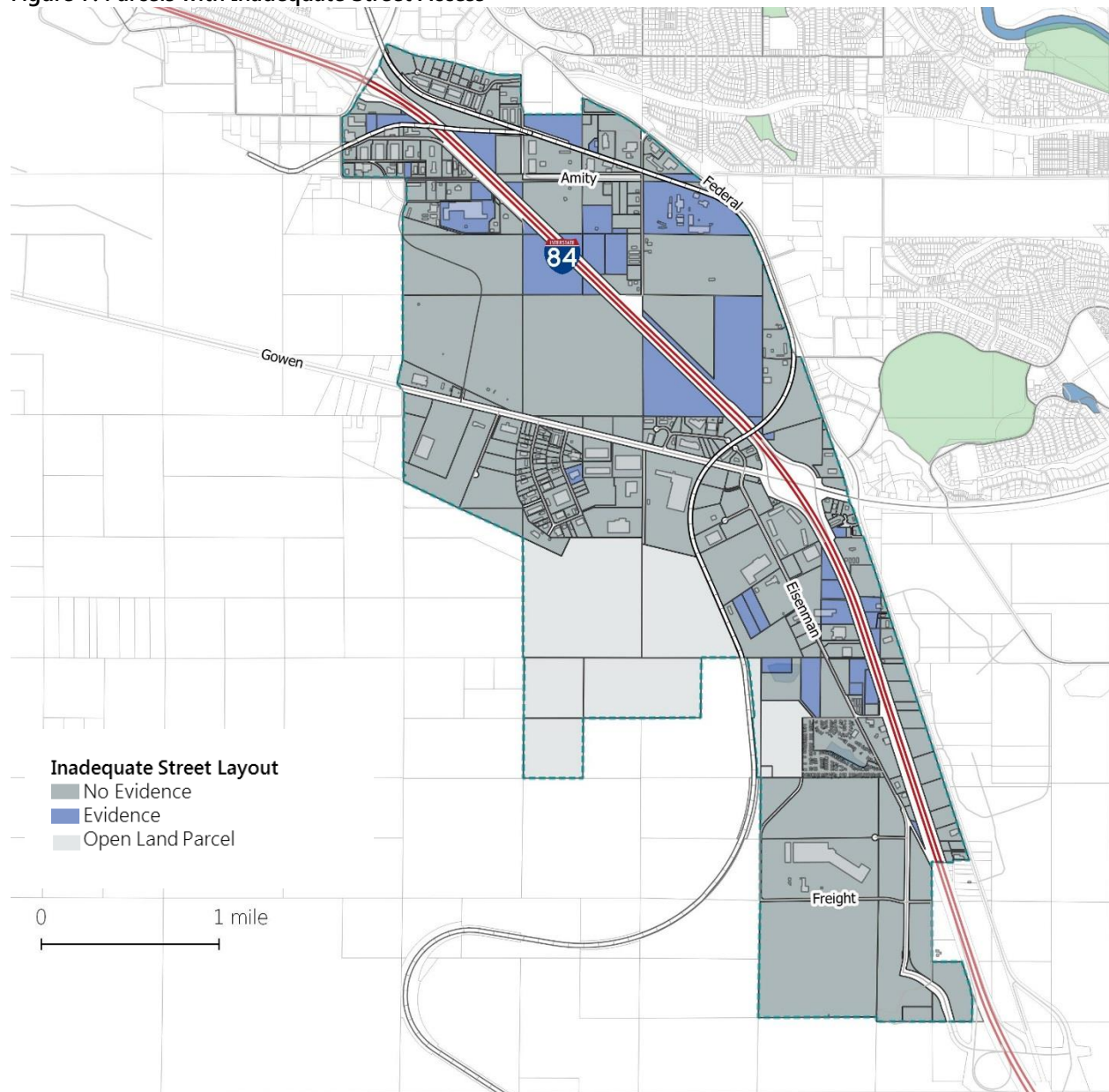
We analyzed all the linear feet of roadway within the Study Area and evaluated them against policy guidance. We have assumed that all interstate road segments conform to City and State planning goals.

Figure 6: Conformance of Street Conditions to Planning Goals

Source: ACHD, CCDC, City of Boise, SB Friedman

SB Friedman found that only 65% of the linear feet met both the road width and sidewalk availability planning goals articulated in the 2009 Report. Additionally, 26% of the street length is lacking a sidewalk on either side of the road and 11% of the street length is not adequately wide enough to accommodate industrial uses on the road typology. **Figure 6** above is a map displaying each of the street segments with conformance to planning goals symbolized.

Predominance of inadequate street layout was also evaluated on a parcel by parcel basis. Parcels without access to public roads within the Study Area are commonly the result of being located adjacent to I-84 or only accessible through another private parcel. Of the 330 improved parcels included in the analysis, 48 (15%) have inadequate street access. Parcels without proper access to public streets are noted in **Figure 7**.

Figure 7: Parcels with Inadequate Street Access

Source: CCDC, City of Boise, SB Friedman

SB Friedman finds inadequate street layout to be meaningfully present and reasonably distributed throughout the Study Area. The finding is based on evidence of unmet street design standards across 35% of the linear street length and lack of connectivity to 15% of the parcels within the Study Area. Therefore, the Study Area meets the urban renewal eligibility standard of “predominance of defective or inadequate street layout.”

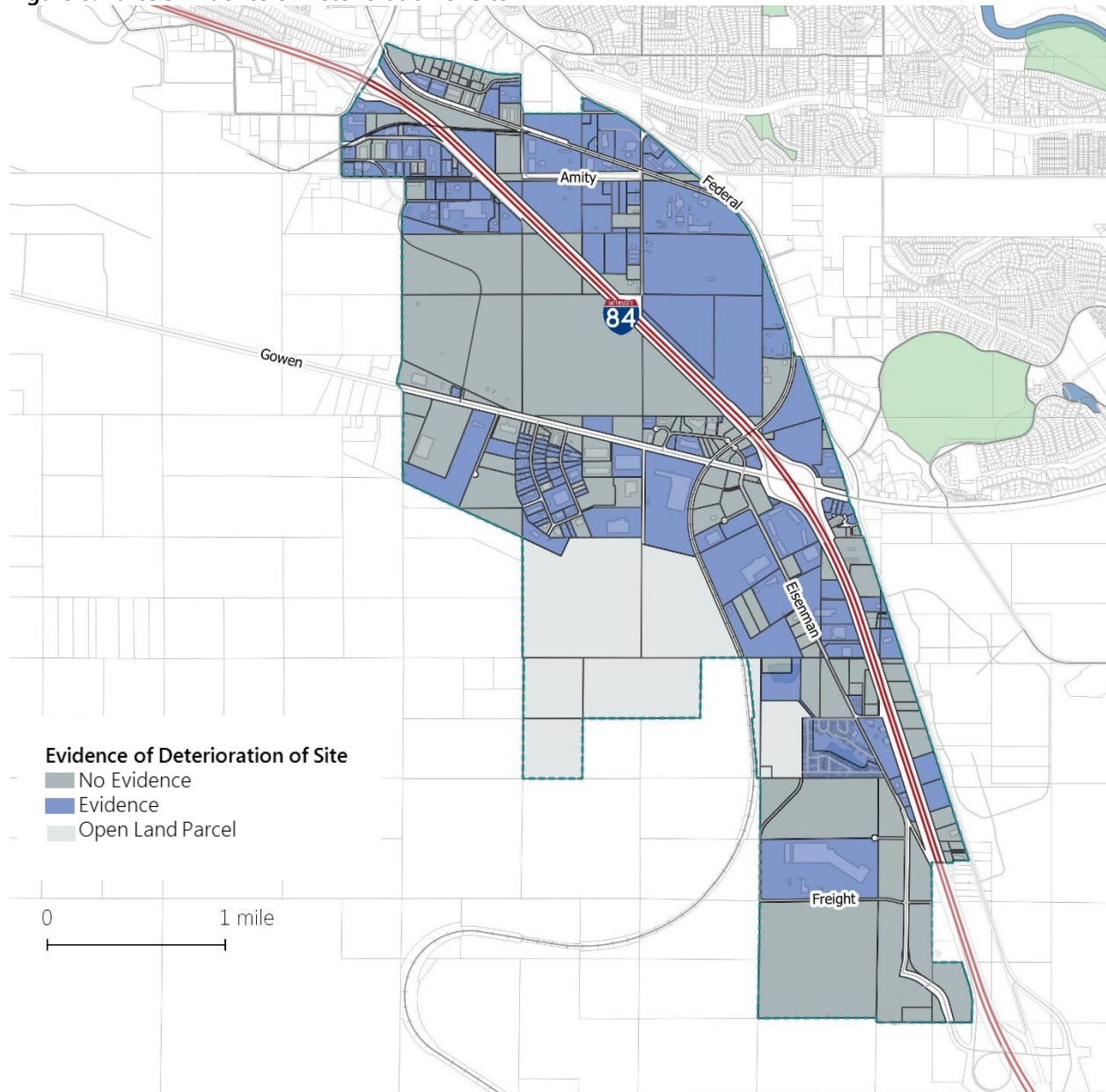
3. DETERIORATION OF SITE OR OTHER IMPROVEMENTS

Parcels were found to be deteriorating if issues requiring repairs beyond normal maintenance were observed. The most commonly observed findings include the following:

- Cracked pavement or sidewalks
- Fencing deterioration (e.g., rot, missing panels)
- Lots which require extensive site improvements (e.g., unpaved/unkept gravel parking lots)
- Lack of – or damaged – physical infrastructure (e.g., curbs, sidewalks, paving)
- Deterioration of the rail line intersecting the parcel

Of the 330 improved parcels in the Study Area, 166 (50%) exhibited site deterioration. **Figure 8** shows the distribution of parcels identified as exhibiting site deterioration.

Figure 8: Parcels Evidence of Deterioration of Site



Source: CCDC, City of Boise, SB Friedman

SB Friedman further explored the deterioration of the Study Area by evaluating railroad crossings on a district-wide basis in addition to the parcel-by-parcel basis. There are 21 railroad crossings within the Study Area. According to a 2003 COMPASS Rail Corridor Evaluation Study, all non-concrete public crossings were planned to be replaced with safer, more durable concrete panels. **Figure 9** and **Figure 10** illustrate the difference between unimproved (asphalt) and improved (concrete panel) railroad crossings in the Study Area.

Figure 9: Unimproved Railroad Crossing



Figure 10: Improved Railroad Crossing



Source: SB Friedman

Of the 21 railroad crossings in the Study Area, 11 are unimproved without concrete panel crossings; indicating a majority remain deteriorating and in need of replacement.

Based on field evidence of individual parcels and an analysis of railroad upgrades, we find site deterioration to be meaningfully present and reasonably distributed throughout the Study Area. Therefore, the Study Area meets the urban renewal eligibility standard of “deterioration of site or other improvements.”

OVERALL CRITERIA CONCLUSIONS

As described above, three of the nine potential criteria for finding a ‘deteriorating area’ were found present within the Study Area:

1. The presence of a substantial number of deteriorated or deteriorating structures;
2. Predominance of defective or inadequate street layout; and
3. Deterioration of site or other improvements.

In addition to the findings of one or more eligibility factor, Urban Renewal Law requires that this factor(s) result in adverse consequences for the Study Area. The next section addresses this aspect of URA eligibility.

Improved Parcels

ECONOMIC UNDERUTILIZATION: OTHER EVIDENCE OF A DETERIORATING AREA

Urban Renewal Law requires that a two-part test be passed to establish eligibility. The first part requires the finding of at least one eligibility factor – of the nine possible – be present within the Study Area. As noted above, SB Friedman requires for a factor to be found present, it must be meaningfully present and reasonably distributed throughout the Study Area. The second requirement for determining eligibility is demonstrating

the finding of deterioration also “substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public.”

SB Friedman evaluated the economic and social liability impacts of the Study Area by analyzing vacancy and underdevelopment of parcels within the Study Area and evaluating development inhibitors.

ECONOMIC & SOCIAL LIABILITY

In order to assess whether the Study Area represents an economic liability, we analyzed parcel underutilization. Underutilization of parcels were considered for both undeveloped land and currently vacant buildings:

1. Undeveloped Land within the Study Area

Of the 330 parcels included in the improved analysis, 101 have no private development and limited public infrastructure. The majority of those parcels are in platted industrial subdivisions and are either currently on the market or assumed to be available for sale/development in the future. There are two characteristics of the undeveloped parcels:

- **Parcels which are within existing industrial parks** | There are 92 parcels which are generally within existing industrial parks and are reasonably sized for development. These parcels are likely undeveloped because of lack of necessary utilities or market strength.
- **Parcels which are in primarily undeveloped areas** | There are 9 parcels which have limited access and/or are not reasonably sized for industrial development. These parcels are also predominately not connected to utilities and face significant challenges for development.

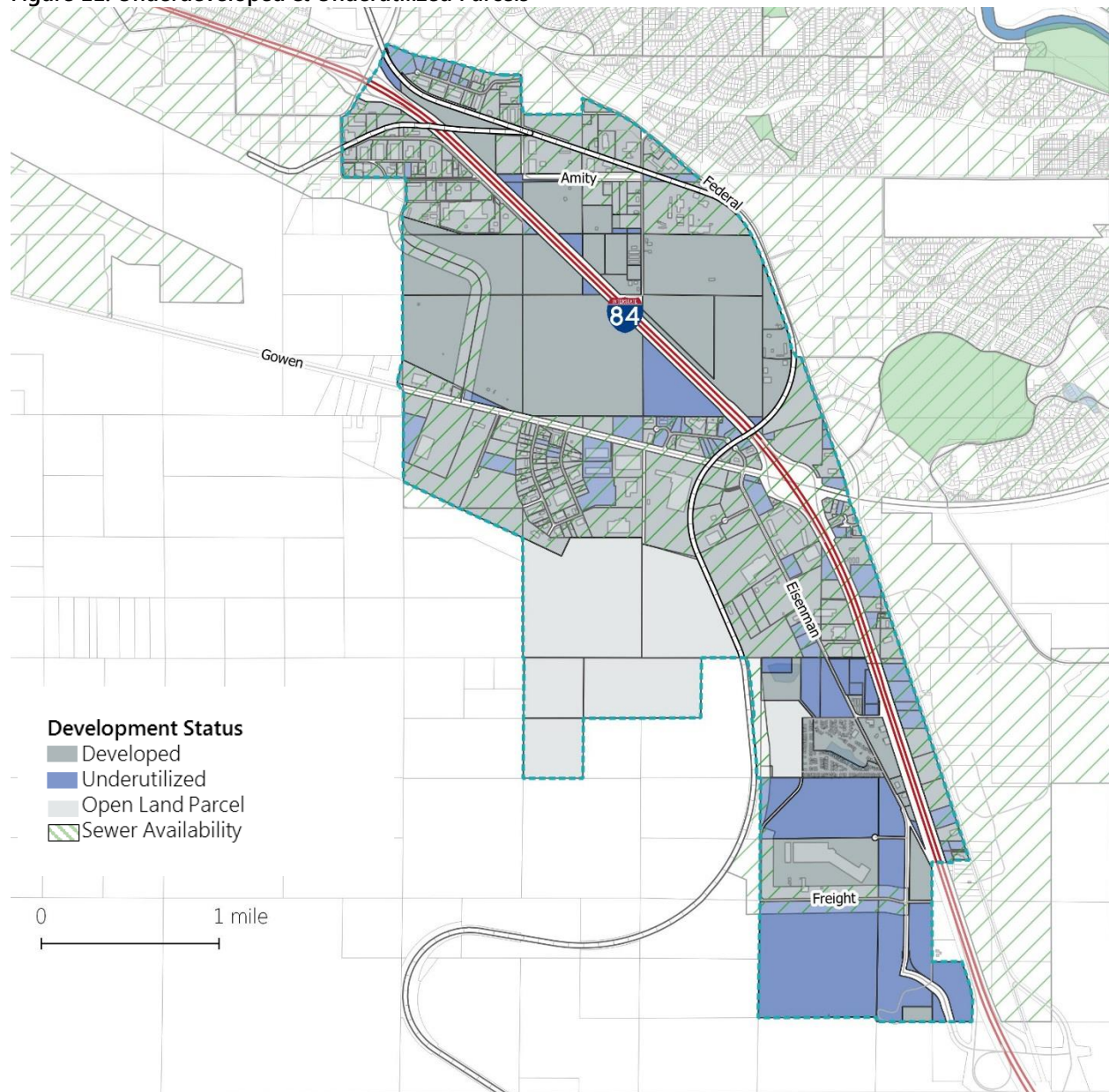
The large undeveloped areas have proven to be a significant development challenge even as investor interest has risen in Boise over the last five years. Investors are seeking development-ready sites in well-performing corridors. Further preparing undeveloped property by providing access to sewer and other utilities can help close development deals and attract investors. SB Friedman found that 22 of the parcels (22%) are considered outside of the city sewer availability region. The parcels without sewer availability account for 24% of the developable land area.

2. Substantially Vacant Buildings within the Study Area

A significant redevelopment challenge within the Study Area is high vacancy (>50%) of the Boise Outlet Mall, which has experienced a 38% reduction in taxable value over the last 15 years. The 22-acre site is the only significant retail agglomeration within the Study Area and has seen a steady decline in value. When listed for sale in 2015, the Boise Outlets site was marketed for either government, call center, or retail uses, or for total redevelopment to potential buyers.

Industrial occupancy remains strong within the Study Area. There are a handful of properties currently leasing space, however that is expected in normal market.

Figure 11 on the following page includes all parcels considered underdeveloped with a sewer accessibility overlay to convey the lack of utilities available on large development sites throughout.

Figure 11: Underdeveloped & Underutilized Parcels

Source: City of Boise, CCDC, SB Friedman

SB Friedman finds the Study Area to be an economic liability due to the high percentage of underutilized parcels and lack of connectivity to utilities required for development.

Our research indicates that key aspects of the built environment (parcel size and condition, street network and access to utilities) are inconsistent with the planning goals and strategies the City has articulated for the Study Area. It is important to continue to work toward the City's vision for the Study Area – to create a substantial industrial corridor in Boise, which will serve as an identifiable gateway from the southeast.

In addition, the desired street network is currently incomplete within the Study Area. While Gowen and Eisenman Roads provide access to large industrial corridors, the City has planned to expand development

capacity with the extension of Lake Hazel Road through the Study Area for nearly two decades. An ACHD Alignment Study for the Lake Hazel Expansion suggested the new throughway could facilitate “industrial uses north of the Lake Hazel Road corridor and residential or mixed-use development south of the corridor.” Despite the support of multiple governmental/planning agencies, including ACHD, COMPASS and the City of Boise the Lake Hazel Expansion is yet to be realized. In the event the expansion does occur, an existing URA can help ensure development remains consistent with planning goals.

SB Friedman concludes the Study Area constitutes a social liability as it continues to deviate from planning goals articulated for the area.

According to Urban Renewal Law, the Study Area must exhibit factors which indicate the area is deteriorating and those factors must have adverse consequences. SB Friedman finds the deterioration factors present have adverse consequences resulting in an economic and social liability.

The following section focuses on the evaluation of the eligibility of the Open Land parcels in the Study Area.

Open Land Parcels

As previously mentioned, parcels considered Open Land have different eligibility criteria. The following is analysis of the 11 parcels in the Study Area considered to be Open Land or Potentially Open Land.

REQUIRED FINDINGS AND DEFINITION OF DETERIORATING

There are three sections within the Idaho Code that address Open Land:

1. Idaho Code Section 50-2903(8)(c) identifies eligibility criteria for Open Land and states any area which is predominately open and which because of:
 1. Obsolete platting;
 2. Diversity of ownership; or
 3. Deterioration of structures or improvements; or

otherwise results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality, is considered a "deteriorating area" and eligible for urban renewal projects.
2. Idaho Code Section 50-2018(9) states if a "deteriorating area consists of open land the conditions contained in the proviso in section 50-2008(d), Idaho Code, shall apply." See also, Idaho Code Section 50-2903(8)(c).
3. Idaho Code Section 50-2008(d) states if an urban renewal area consists of Open Land to be acquired by the urban renewal agency, such area shall not be so acquired unless:
 1. If it is to be developed for residential uses, the local governing body shall determine:
 - a. A shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality;
 - b. The need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas;
 - c. The conditions of blight in the area and shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime constitute a menace to the public health, safety, morals or welfare; and
 - d. The acquisition of the area for residential uses is an integral part of and essential to the program of the municipality.
 2. If it is to be developed for nonresidential uses, the local governing body shall determine:
 - a. Such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives.

For both residential and nonresidential land uses acquisition by the urban renewal agency may be allowed if the area exhibits one or more of the following:

1. Defective of unusual conditions of title;
2. Diversity of ownership;
3. Tax delinquency;
4. Improper subdivision;
5. Outmoded street patterns;
6. Deterioration of site;
7. Economic disuse;
8. Unsuitable topography or faulty lot layout;
9. The need for correlation of the area with other areas of a municipality by streets and modern traffic requirements; or

Other conditions that retard the development of the area.

EVIDENCE OF A DETERIORATING AREA

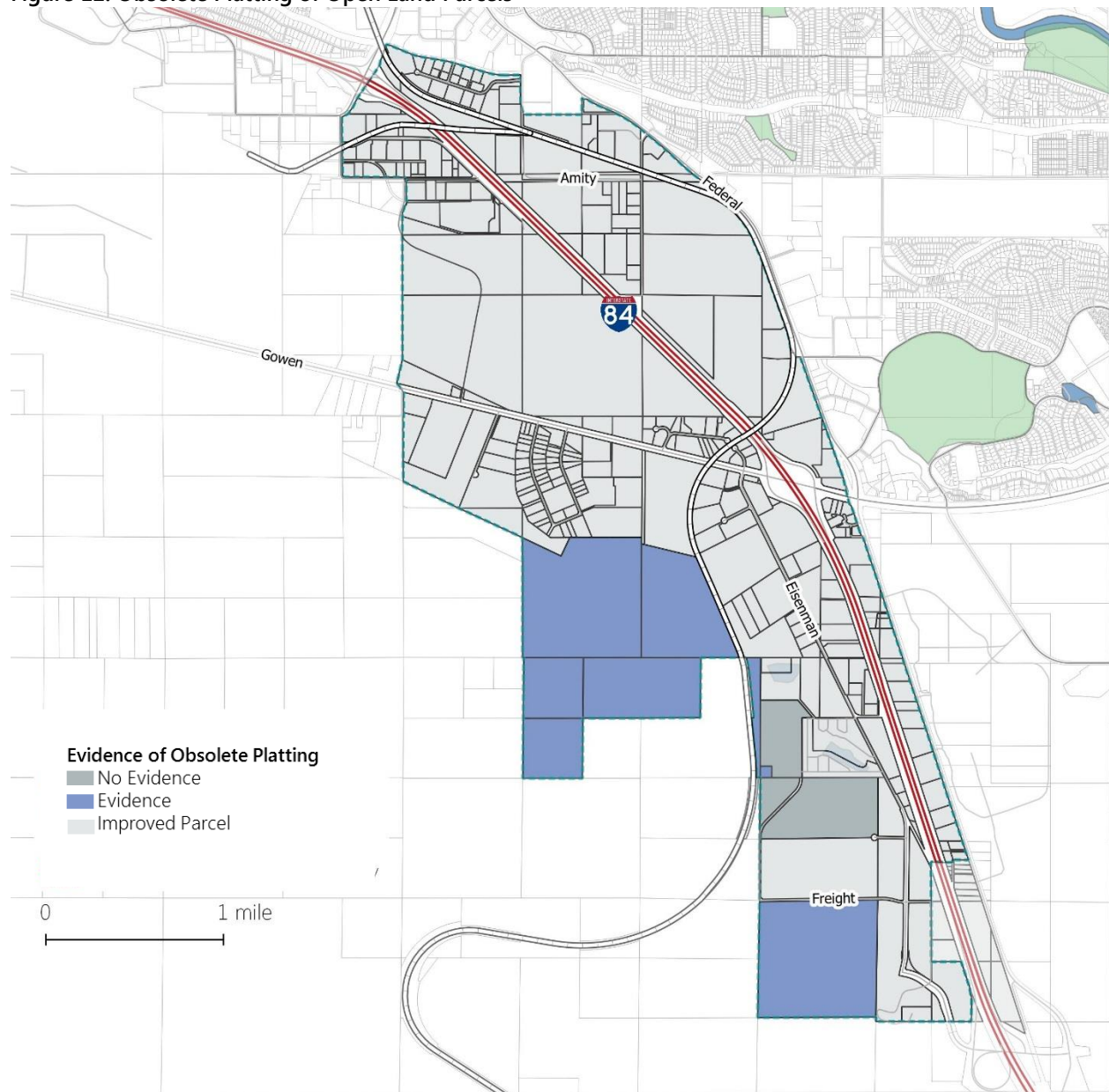
Idaho Code Section 50-2903(8)(c) is the only section which explicitly addresses eligibility criteria for Open Land parcels during the eligibility process, though there are references to Open Land in Idaho Code Section 50-2018(9) and Section 50-2008(d). Of the three eligibility factors for Open Land cited in Idaho Code Section 50-2903(8)(c), SB Friedman has identified one to be meaningfully present and reasonably distributed within the 11 Study Area Open Land Parcels.

1. OBSOLETE PLATTING

In order to evaluate obsolete platting of Open Land parcels, SB Friedman assessed parcel size and accessibility. To be identified as having “obsolete platting,” a parcel needed to have one or more of the following characteristics:

- Too small to typically develop without land assembly;
- Lack of street connectivity; or
- Too large to typically develop without subdivision.

Of the 11 Open Land parcels, eight (73%) exhibited obsolete platting. **Figure 12** shows the distribution of parcels identified as exhibiting obsolete platting. Based on this evidence, we find obsolete platting to be meaningfully present and reasonably distributed throughout the Open Land parcels. Therefore, the Open Land parcels meet the urban renewal eligibility standard of “obsolete platting.”

Figure 12: Obsolete Platting of Open Land Parcels

Source: City of Boise, CCDC, SB Friedman

OVERALL CRITERIA CONCLUSIONS FOR URA ELIGIBILITY

As described above, one of the three potential criteria for urban renewal eligibility was found present within the Open Land parcels:

1. Obsolete platting

In addition to the finding of one or more eligibility factors, Idaho Code Section 50-2903(8)(c) requires that this factor result in adverse consequences for the Study Area. The finding of adverse consequences will be addressed in the following section.

URBAN RENEWAL AREA OPEN LAND ACQUISITION ELIGIBILITY

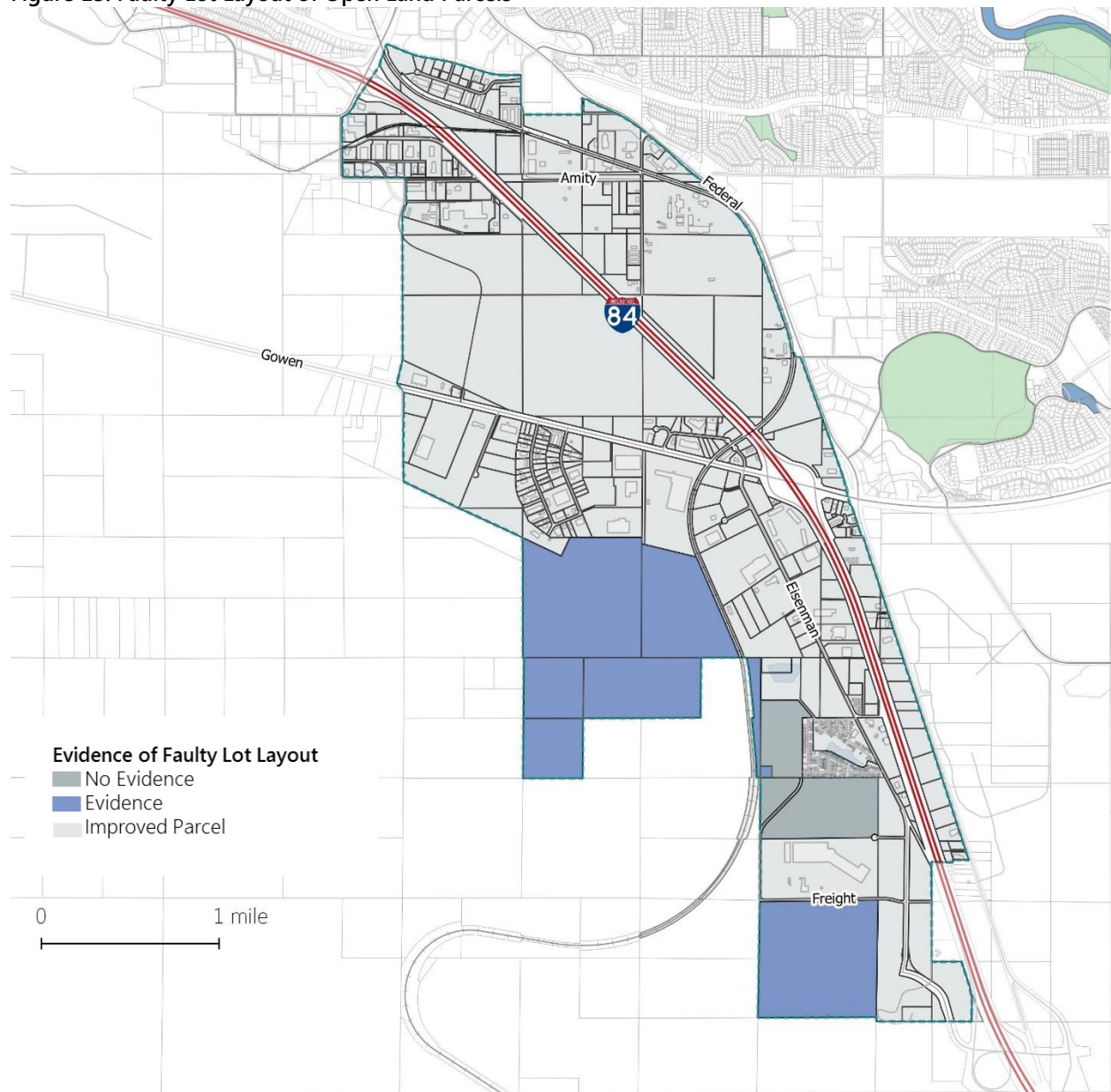
Idaho Code Section 50-2008(d) addresses acquisition eligibility criteria for Open Land parcels. Of the nine eligibility criteria, we found two to be meaningfully present across the Open Land parcels:

1. Unsuitable topography or faulty lot layout; and
2. The need for correlation of the area with other areas of a municipality by streets and modern traffic requirements.

1. UNSUITABLE TOPOGRAPHY OR FAULTY LOT LAYOUT

Similar to the eligibility criteria for 'Obsolete Platting,' 'Faulty Lot Layout' is evidenced by parcels which are either too small to develop without land assembly, parcels without street access, or parcels which are likely too large to develop without subdivision. Of the 11 Open Land parcels, eight (73%) exhibit characteristics of faulty lot layout. Those parcels are identified in **Figure 13** below. Faulty Lot Layout is found to be meaningfully present and reasonably distributed amongst Open Land parcels in the Study Area.

Figure 13: Faulty Lot Layout of Open Land Parcels



Source: City of Boise, CCDC, SB Friedman

2. THE NEED FOR CORRELATION OF THE AREA WITH OTHER AREAS OF A MUNICIPALITY BY STREETS AND MODERN TRAFFIC REQUIREMENTS

The Open Land portion of the Study Area is both east and west of an active rail line managed by Watco. The need for correlation of the area with other areas of a municipality by streets and modern traffic requirements is apparent across all five parcels to the west of the rail line, none of which are currently accessible by public right of way. Connectivity to these parcels would require significant public improvements. Additionally, another four parcels directly to the east of the rail line are not currently connected to a public right of way. Due to the lack of accessibility of nine of the 11 Open Land parcels, SB Friedman finds the need for correlation of the area

with other areas of a municipality by streets and modern requirements to be meaningfully present and reasonably distributed throughout the Study Area Open Land parcels.

CRITERIA CONCLUSIONS FOR ACQUISITION ELIGIBILITY

As described above, two of the nine potential criteria for urban renewal acquisition eligibility were found present:

1. Unsuitable topography or faulty lot layout; and
2. The need for correlation of the area with other areas of a municipality by streets and modern traffic requirements.

Open Land Parcels

ECONOMIC UNDERDEVELOPMENT OF THE AREA

The Urban Renewal Law requires that a two-part test be passed for both Urban Renewal Eligibility and Acquisition Eligibility. The first part requires the finding of at least one eligibility factor – of the three or nine (respectively) – be present within the Open Land parcels. The second requirement for determining eligibility is demonstrating the finding of deterioration criteria also results in the economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality.

SB Friedman evaluated the economic underdevelopment of the Open Land parcels by comparing planning goals against development progress over the last 20 years. Planning documents over the same period – including Blueprint Boise and the ACHD Lake Hazel Alignment Study – reiterate the following goals:

1. Incorporate land uses that will be appropriate and proximate to the rail line in the future as the Boise Airport continues to expand south of Gowen Road; and
2. Expand the Lake Hazel Corridor to alleviate development pressure on Gowen Road.

The Open Land parcels are geographically the closest to the Boise Airport expansion area. These parcels also have no vertical improvement and very little public infrastructure. SB Friedman concludes the parcels are economically underdeveloped. The parcels are well suited for multi-modal development: with access to a rail line, air terminal and the interstate highway system. However, the existing built environment and specifically the lack of connectivity and improper platting – including the absence of the Lake Hazel Corridor – are inhibiting development and resulting in economic underdevelopment.

4. Conclusion

Improved Parcel Conclusions

According to the Urban Renewal Law, in order to qualify for designation as an Urban Renewal Area, an area must exhibit one or more of several factors indicating that the area is either a deteriorated area or a deteriorating area. Further, presence of this factor(s) must have adverse consequences.

SB Friedman finds the following three criteria for a deteriorating area to be meaningfully present and reasonably distributed throughout the Study Area improved parcels:

1. The presence of a substantial number of deteriorated or deteriorating structures;
2. Predominance of defective or inadequate street layout; and
3. Deterioration of site or other improvements.

Furthermore, we find that the Study Area represents an economic and social liability.

As a result, this preliminary Study concludes that the Study Area conforms with Idaho Code Title 50, Chapters 20 and 29, and meets the eligibility standards for designation as a proposed URA.

Open Land Parcel Conclusions

According to the Urban Renewal Law, in order to qualify for designation as an Urban Renewal Area Open Land must exhibit one or more of the three eligibility criteria and must be underdeveloped.

SB Friedman finds obsolete platting to be meaningfully present and reasonably distributed throughout the Study Area Open Land parcels. Furthermore, we find that Open Land parcels have been underdeveloped over the last 20 years. Thus, SB Friedman concludes that the Open Land parcels are eligible for an Urban Renewal Project under Urban Renewal Law.

SB Friedman, as of the date of this report, also finds 100% of the Open Land parcels to be eligible for acquisition by an urban renewal agency assuming the findings required in Section 50-2008(d)(4) are made. SB Friedman finds faulty lot layout and the need for correlation of the area to existing streets to be present across the Open Land parcels. As a result, SB Friedman concludes the Open Land parcels are currently eligible for acquisition according to Urban Renewal Law.

Appendix: Limitations of Engagement

Our Study is based on estimates, assumptions and other information developed from research of the market, knowledge of the industry, and meetings during which we obtained certain information. The sources of information and bases of the estimates and assumptions are stated in the Study. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur. Therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our Study, and the variations may be material.

The terms of this engagement are such that we have no obligation to revise the Study to reflect events or conditions which occur subsequent to the date of the report. These events or conditions include, without limitation, economic growth trends, governmental actions, additional competitive developments, interest rates, and other market factors. However, we are available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Our Study does not ascertain the legal and regulatory requirements applicable to this project, including zoning, other State and local government regulations, permits, and licenses. No effort has been made to determine the possible effect on this project of present or future federal, state or local legislation, including any environmental or ecological matters.

Furthermore, we have neither evaluated management's effectiveness, nor will we be responsible for future marketing efforts and other management actions upon which actual results will depend.

Our Study is intended solely for your information, for the purpose of establishing a URA.



AGENDA BILL

Agenda Subject: 204 N Capitol Boulevard – Adelmann Building – Type 1 Participation Designation with Alturas Capital Partners.		Date: August 13, 2018
Staff Contact: Laura Williams	Attachments: 1) Site Map 2) Existing Conditions 3) Rendering 4) Public Improvement Plan	
Action Requested: Review the Adelmann Building as a project eligible to utilize the Type 1 Participation Agreement and direct staff to continue negotiating a final agreement with Alturas Capital Partners, LLC for future board approval.		

Background:

The Adelmann Building was built in 1902 and was originally owned by a German miner and Civil War veteran, Richard Adelmann. It originally housed Acme Plumbing and Heating owned by Adelmann and his sons. Alturas Capital purchased the building in 2017 and it is managed by TOK property management. Alturas Capital is a real estate investment company based in Eagle. Current tenants include Boise Fry Company, Waffle Me Up, Dharma Sushi, Press & Pony, Space Bar, and Capital City Event Center.

CCDC is currently rebuilding the Capitol Boulevard streetscape between Idaho and Bannock, which prompted the building owners to consider exterior enhancements to the structure. The owners plan to install awnings along the building frontages on Idaho Street and Capitol Boulevard. The building only has one small entry awning and this will significantly enhance street coverage. The awnings will be made of black metal, with steel rod suspension mounting. The new awnings are estimated to cost approximately \$100,000.

CCDC encourages owner/tenant improvements that refresh downtown buildings, strengthen occupancy, and enhance the public realm and pedestrian experience. Awnings enhance a 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 Adelman 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 one large awning on Idaho Street in the ROW, and 7 awnings varying in size in the Capitol Boulevard ROW. The owner has received instructions on how to install the awnings without damaging the new streetscapes.
2. **Awnings must provide functional services (shelter from sun, rain, etc.) to the public sidewalks and streetscapes:** The Adelman building's awnings will be made with metal and will protect pedestrians and sidewalks from the elements.
3. **Awnings must extend at least 5 feet into the right-of-way:** The awnings extend 8 feet over ROW on both street frontages.
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.
5. **Awnings must cover over 75% of the ground-floor frontage:** The Idaho Street frontage will be covered 96% by the new awnings, the Capitol Boulevard frontage will be covered 70% by the new awnings. Total ground floor frontage comes to 83%.

Project Summary and Timeline:

- 17,000 SF Historic Building
- Located on Capitol Boulevard and Idaho Street (River Myrtle URD)
- \$120,000 estimated Total Costs
- June 7, 2018 – Historic Preservation approval (staff level)
- August 14, 2018 – CCDC Board Type 1 Agreement Designation
- August 29, 2018 – CCDC Board Approval of Type 1 Agreement
- September 2018 – Construction
- November 2018 – Construction Complete. Developer submits costs for reimbursement.

Fiscal Notes:

Preliminary information shows that the project has eligible costs will be under the \$150,000 Type 1 Participation Program threshold. The budget for the project is included in the 2019-2023 CIP.

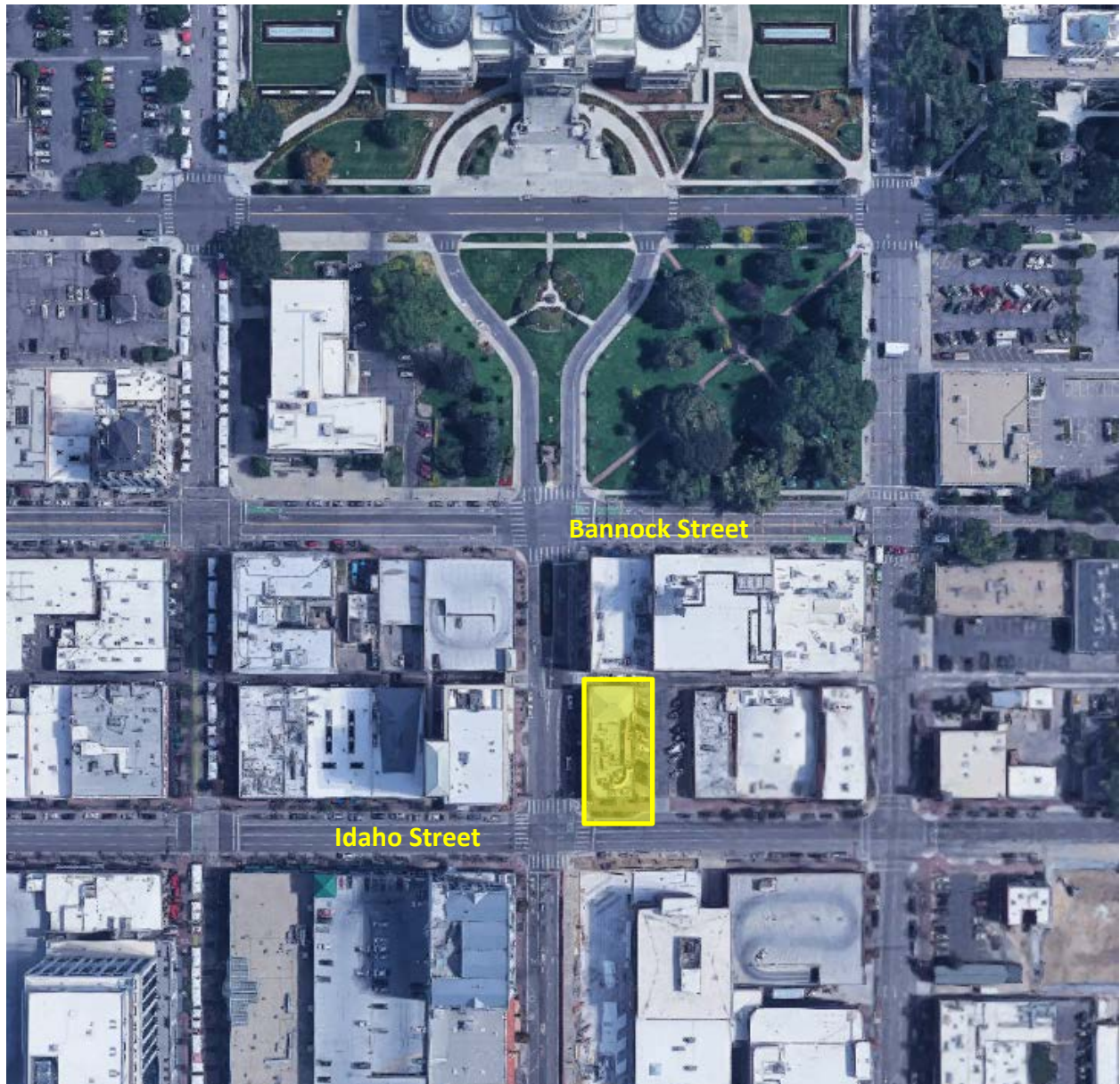
Staff Recommendation:

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 direct staff to negotiate a final Type 1 Participation Agreement with Alturas Capital for future Board Approval.

Attachment 1 – Site Map



Attachment 2 – Existing Conditions



Attachment 3 – Rendering



CAPITOL ELEVATION

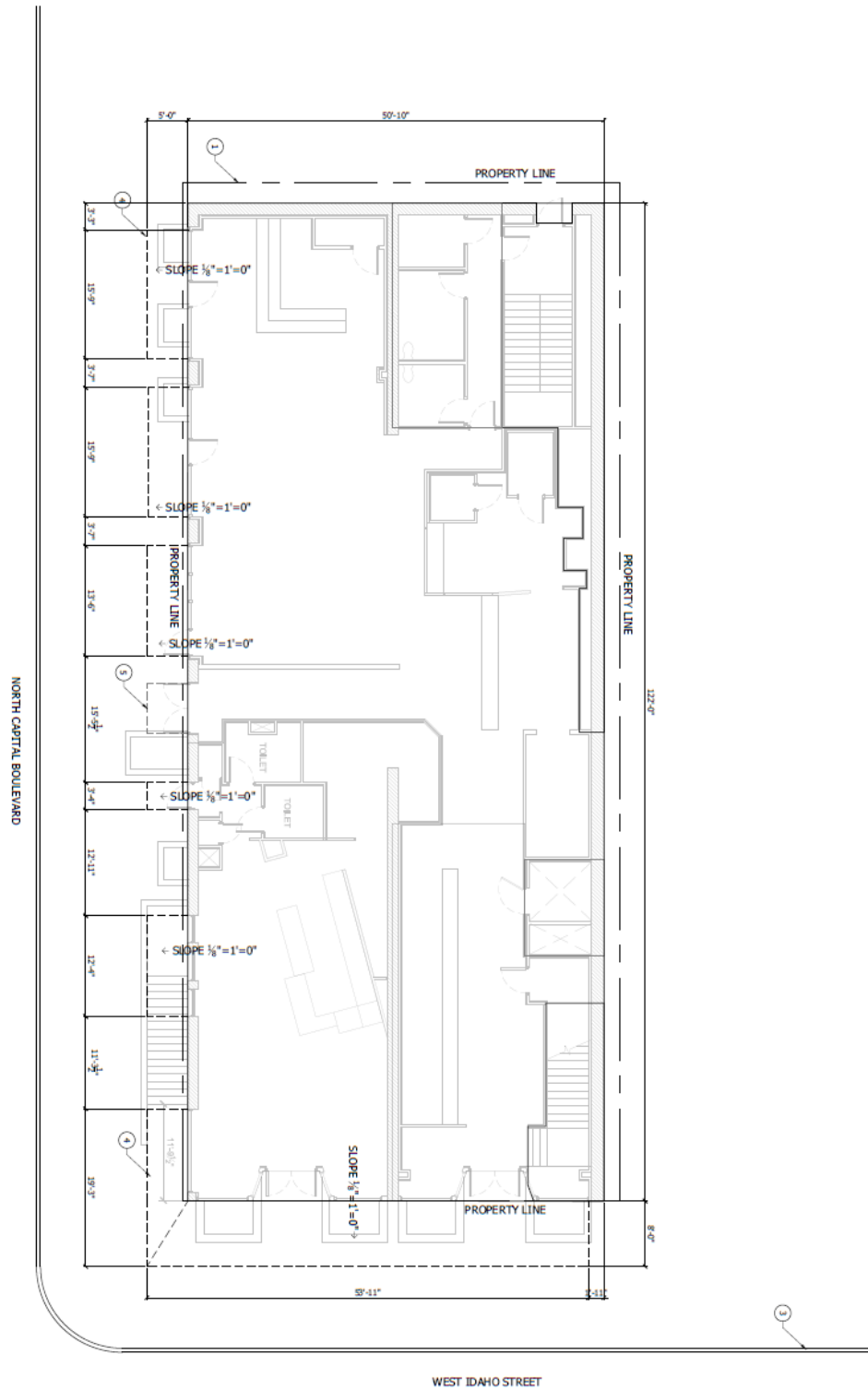
SCALE: 1" = 20'-0"



IDAHO ST. ELEVATION

SCALE: 1" = 20'-0"

Attachment 4 – Public Improvements Plan





AGENDA BILL

Agenda Subject: 3200 Moore Street – Sandhill Crane Apartments - Type 2 Participation Designation with Boise City Ada County Housing Authority		Date: August 13, 2018
Staff Contact: Laura Williams	Attachments: 1) Site Location 2) Development Site Plan and Elevations 3) Public Improvement Plan	
Action Requested: Review Sandhill Crane Apartments as a project eligible for a Type 2 General Assistance Participation Agreement and direct staff to negotiate a final Type 2 Agreement with Boise City Ada County Housing Authority for future board approval.		

Background:

The Boise City Ada County Housing Authority (BCACHA) is planning to build a 50-unit affordable housing apartment complex on the corner of Moore Street and 32nd Street in the 30th Street Urban Renewal District. The development is geared towards families with affordable income limits and includes (12) one-bedroom units, (21) two-bedroom units, (11) three-bedroom units, (5) four-bedroom units, and an on-site manager's unit. The project will have both indoor and outdoor common space including a community building with a computer room, a full kitchen, and large meeting area, as well as an outdoor basketball court and playground. Additionally, the development will provide pedestrian connectivity with new sidewalks and a pathway from Moore Street to Whitewater Boulevard.

Affordable unit rents will range from \$335 - \$1,096, and there will also be 5 market rate units. The affordable units will serve individuals and families earning between 30% and 60% of the area median income.

At the end of August, BCACHA is applying for low income housing tax credits awarded by Idaho Housing and Finance Association. The agency will know if the project receives tax credit funding in November. CCDC Participation will provide critical leverage for the development's success in receiving a tax credit allocation from the state. A Participation Agreement will not be executed until tax credits are awarded, expected to be late 2018.

The approximately 3-acre site has been vacant for over 15 years and is owned by The Boise City Housing Authority and is not currently on the Ada County tax rolls. Once developed, a limited partnership will be formed and the project will become taxable and generate tax increment revenue. However, because rents are restricted to lower income individuals the

taxable value will be lower than a market-rate. The developer estimates approximately \$48,000 per year will be paid in taxes.

The requested public improvements include utility line extension and undergrounding, sidewalk construction, street trees, landscaping, irrigation, and streetlights. The developer submitted a Type 2 Application and the project meets the Agency's Participation Program requirements. Staff has reviewed the Scorecard for "Tier" level ranking. The project scores over the 140 point threshold making it a Tier 1 project, with the highest available level of reimbursement. A Tier 1 project is eligible to receive up to 80% of the actual tax increment received over a 4 year period as a reimbursement for eligible public expenses.

Project Summary:

- Located at the corner of Moore Street and 32nd Street, along Whitewater Boulevard (30th Street URA)
- 50 residential apartments and a community
- 87 surface parking spots on the interior of the site
- \$11.5 million total development costs
- October 2016 Approved by City Council
- May 2018 Extension approved by P & Z
- November 2018 Tax Credit Application Due
- January/February 2019 Find out if Tax Credits are awarded to project
- May 2019 Construction Start
- May 2020 Construction Completion

Fiscal Notes:

The development has substantially more public improvement costs than it will be reimbursable for based on the Type 2 reimbursement schedule. Preliminary cost estimates show the project's eligible costs come to approximately \$490,000 for public improvements. The reimbursement will be capped at \$153,600 based on the 4 year reimbursement of 80% of TIF.

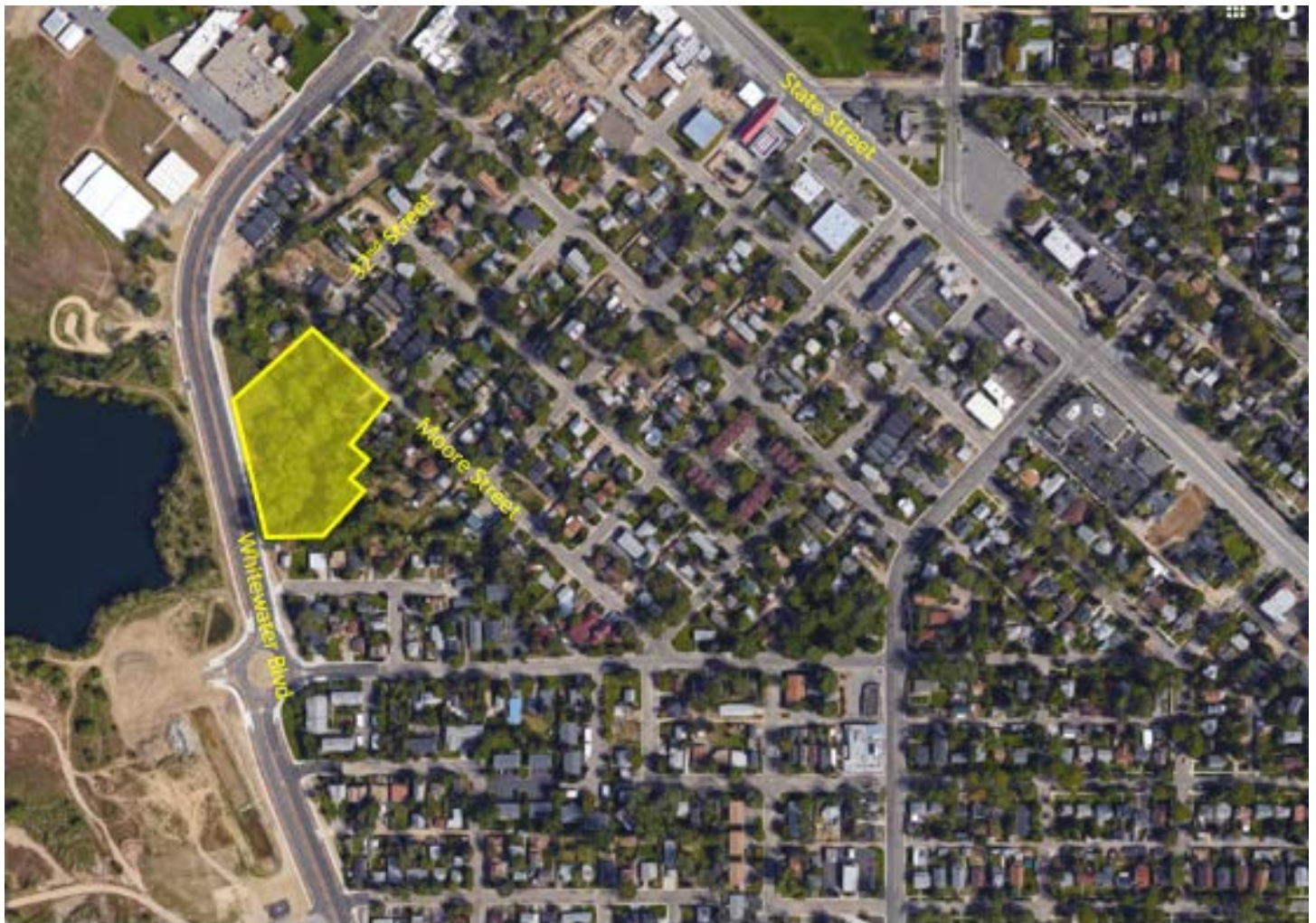
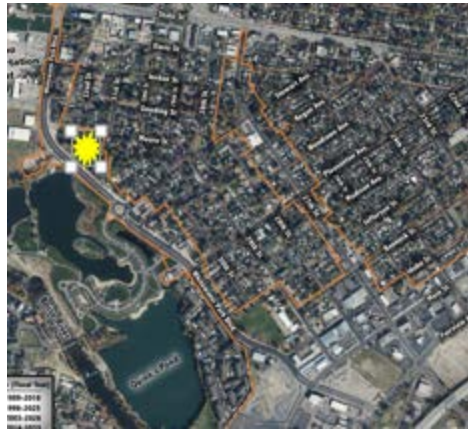
The developer estimates that the project will generate approximately \$48,000 annually in increment revenue after completion. Assuming the project is complete and on the assessor's tax rolls in FY 2021 approximately \$1,056,000 will be generated throughout the life of the 30th Street District.

Staff Recommendation:

Provide feedback and direct staff to continue negotiating and finalizing the terms of the Type 2 Participation Agreement for future board approval.

Suggested Motion:

I move to designate Sandhill Crane Apartments as a project eligible for a Type 2 General Assistance Participation Agreement and direct staff to negotiate a final Type 2 Agreement with Boise City Ada County Housing Authority for future board approval.



Attachment 2 – Site Plan and Renderings





Attachment 3 –Public Improvement Plan





AGENDA BILL

Agenda Subject: Capitol & Front Garage Authorizing Negotiations for Disposition		Date: August 13, 2018
Staff Contact: John Brunelle / Laura Williams	Attachments: None	
Action Requested: Authorize the Executive Director and Executive Committee to begin negotiations with interested parties and to bring any proposed agreement to the board for consideration.		

Background:

As directed by the CCDC Board of Commissioners, two attempts for formal disposition of the Capitol & Front Garage have been made using the Request for Proposal approach. This garage is uniquely positioned such that a traditional RFP method may be too confining. It likely requires an approach that is more adaptable than what can be offered through the RFP process. Staff has consulted with Agency legal counsel and a legally permissible next step would be to begin negotiations with interested parties.

In this negotiation process, the Executive Director with guidance from the Executive Committee will work with the previously registered interested parties and any others to find the most suitable buyer, where price considerations and goals best align with those of CCDC and Boise City. The Executive Director will act in the best interests of the agency to identify an interested buyer willing to pay an acceptable price for the garage with acceptable terms. If acceptable terms can be reached, a draft agreement will be brought to the Board for consideration.

Fiscal Notes:

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 plans to utilize the proceeds from the garage sale to reinvest in a new parking facility in the River Myrtle District, most likely in the South 8th Street area.

Staff Recommendation:

Authorize the Executive Director and Executive Committee to begin negotiations with interested parties and bring any proposed agreement to the board for board consideration.

Suggested Motion:

I move to authorize the Executive Director and Executive Committee to begin negotiations with interested parties and to bring any proposed agreement to the board for consideration.



V. INFORMATION ITEMS

FRIDAY UPDATE

August 10, 2018

TO: Dana Zuckerman, Chair, and Board of Commissioners
FM: John Brunelle, Executive Director
RE: CCDC Operations Report – August 2018



SUNSET ON ***THE GROVE PLAZA***: GOING OUT WITH A BANG!

CCDC's award-winning place making project, the renovation of The Grove Plaza, continues to collect accolades from across the U.S. This labor of love in the heart of Downtown Boise, rebranded and relaunched in 2017, was most recently recognized – thanks to our partner and lead designers at CHSQA – by the construction industry's weekly magazine, the Engineering News-Record, for a regional award. ENR Mountain States recognized The Grove Plaza as the 2018 Best Project in the Landscape / Urban Development category. The region includes Idaho, Utah, Montana, Colorado, Wyoming, North Dakota and South Dakota. A panel of nine judges from all industry sectors – architects, engineers, general contractors, green consultants, virtual designers – sifted through 124 entries to select winners and merit awards.

With less than 50 days until the Central District "sunset," the awards just keep coming. CCDC has also been notified that The Grove Plaza project has been selected for prestigious national and local awards. Details are "embargoed" until later this year. Sincere thanks to CHSQA and all partners who collaborated with us on this significant and successful undertaking -- it was a team effort! As part of the Central District's sunset, CCDC will proudly convey ownership of TGP to the City of Boise in the coming weeks.

Development Team: Todd Bunderson, Matt Edmond, Shellan Rodriguez, Laura Williams, Karl Woods, Doug Woodruff, Ben Houpt & Kevin Martin.

ECONOMIC DEVELOPMENT

Gateway East Study Area

Project Description

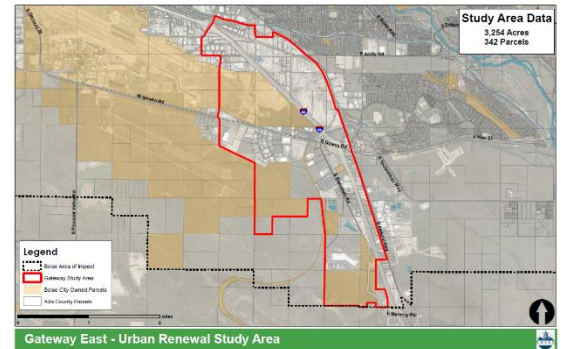
The City of Boise and CCDC are collaborating on the potential establishment of an industrial urban renewal district located in east Boise, generally east of the airport and along Eisenman Road.

Update

SB Friedman has submitted the final Gateway East Urban Renewal Area Eligibility Report. The CCDC Board will consider the Eligibility Report for adoption and transmittal to Boise City Council at the August 13 board meeting.

Next Steps

City Council would likely take up at its August 28 meeting.



Map of Study Area

INFRASTRUCTURE PROJECTS

Moore Street – Sandhill Crane Apartments – PP Type 2

Project Description

Sandhill Crane Affordable Housing is being developed by the Boise City / Ada County Housing Authority. The project will consist of 50 units with a focus on family friendly units (more bedrooms). The apartments will serve the 30-60% AMI group. The developer is submitting for Tax Credit funding to Idaho Housing and Finance Authority in August, and will know if they have received in November.

Update

The Boise City / Ada County Housing Authority submitted a Type 2 application, which has been reviewed by staff. Staff is bringing an action item to the Board at the August 13 meeting requesting Designation for the project. The project's eligible expenses are \$480,000 and the Type 2 would reimburse for approximately \$150,000 of those costs.



Project Rendering

Next Steps

Once the Board has designated the project as eligible for Type 2 funding, CCDC will provide a letter of support, and a letter of commitment of funds to BCACHA that they will use in their Tax Credit Application.

Other Active Infrastructure Projects

Bannock Street, 9th to Capitol Blvd - Streetscape Improvement Project

CCDC has collaborated with the City of Boise and ACHD to arrive at a mutually preferred design concept. CCDC has hired Kittleson & Associates to perform a traffic and bike lane analysis to confirm the validity the concept. Kittleson to complete their traffic study, Jensen Belts to submit for DR review.

750 Main Street - Capitol Terrace - PP Type 1

Construction continues, and the second level awnings installation has begun. Two new tenants have moved in on the ground floor - Bru (a self-pour beer restaurant) and Donut Daze. Awnings must be installed by September 30 for Central District fiscal requirements. Staff will send several reminders in the coming months.

1402 W. Front Street - Verraso - PP Type 1

Agency Staff extended Type 1 agreement to the end of the Fiscal Year (September 30.) Construction is complete and developer expect a C.O. by the end of week. Under contract with an investor who would purchase as for-rent apartments. If that does not go through, the developer is ready to finalize a condominium plat and would sell as individual condos. Staff is working with developer to schedule an inspection of improvements and to gather necessary documentation for the Type 1 reimbursement. The reimbursement will not exceed \$150,000.

176 Capitol - Business Interiors of Idaho - PP Type 1

Staff met with Business Interiors of Idaho, their contractor, and Guho to discuss the coordination of improvements along Capitol Boulevard. The contractors have determined the path forward. BII has experienced cost increases between the time of the initial Type 1 Agreement execution and now and has requested to increase their not-to-exceed amount to \$150,000. Staff has prepared an item on the Consent Agenda requesting an increase in the Type 1 not-to-exceed amount from \$120,000 to \$150,000. The project is scheduled to be complete by September 30.

801 N Main Street - Wells Fargo Center Retail - PP Type 1

Demolition on the existing awnings is underway. Installation is scheduled in the coming weeks. Awnings must be installed by September 30 for Central District fiscal requirements. Staff will send several reminders in the coming months.

204 N Capitol - Adelman Building - PP Type 1

CCDC is currently rebuilding the Capitol Boulevard streetscape between Idaho and Bannock, which prompted the building owners to consider exterior enhancements to the structure. The owners plan to install awnings along the building frontages on Idaho Street and Capitol Boulevard. The building only has one small entry awning and this will significantly enhance street coverage. The awnings will be made of black metal, with steel rod suspension mounting. The new awnings are estimated to cost approximately \$100,000. The building owner and their architect submitted a Type 1 application to staff for review in July. Staff will be presenting the project for Designation to the Board at the August 13 meeting. If the Board designates the

project as eligible for Type 1 funding, staff will return with a draft agreement for approval at the next meeting.

T3 Participation: Streetscape Improvements Front & Myrtle, 9th&11th (JUMP/Simplot HQ)

First reimbursement payment is scheduled for September 30, 2020.

T4 Participation: Idaho Historical Museum Streetscapes at Julia Davis Park

Payment has been issued. Participation project complete. The museum is expected to open to the public October 12, 2018.

PARKING & MOBILITY PROJECTS

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. CDs have been completed and the project was put out to bid May 9, bids were opened May 30. Guho Corp. is the successful low bidder. Bid was within established budget. Board approved the contract with Guho. Construction to start early August. Contract was awarded to Guho Corp at the June Board Meeting. Construction is anticipated to start August 4.

Exterior Signage for All Garages

Later this autumn or early next spring we hope to replace the "shared" signage near Capitol & Myrtle Garage and the 9th & Front Garage. In addition to the ParkBOI signage, these signs contain business names in the vicinity of the two signs. A kiosk also needs to be added to the entrance of 10th & Front Garage.

Parking Rate Examination

The FY19 preliminary budget has been constructed without any rate adjustments. Staff is considering proposing a few rate adjustments to achieve consistency throughout the system, and to help manage demand in certain garages.

Rebranding Parking System

We have been systematically eliminating all DPPS logos from the parking system. Most recently, decals were installed to cover existing DPPS logos on the yellow "Pay Before You Return to Your Car" signs in every garage.

Park & Ride Shuttle

A Park & Ride/Shuttle service from the Elder Street lot near I-84/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 has increased use of the service. There are currently 85 registered participants, and there are between 5-17 cars in the lot most weekdays. June saw a decrease in ridership to 291, down from a high of 435 in March. Reasons for this decline include the City's popular E-permit program, better weather that encourages walking & biking. In addition, participants are on summer vacations. We have extended our agreement with the City to the end of this fiscal year so that we can make a better assessment of the fully operable service. A more intensive marketing campaign will commence this summer to increase awareness of the program. Funds have been budgeted for FY19 in anticipation of extending the service.

ParkBOI Website

Our parking operator is now promoting the new “My Account” ParkBOI website feature, which has been well received. It allows the customer to set up and manage their own parking account. Later this summer Staff will review the overall website and make updates. This includes an overall site “refresh” and a few minor tweaks that are needed for the “My Account” pages.

Daily/Weekly/Monthly Parking Statistics

Staff is in the process of refining the information provided into a more relevant and succinct data package.

Nighttime Parking Update

While we didn't include any special parking programs into the FY19 budget, we will examine our offerings this autumn for possible implementation in the not-too-distant future.

Dedicated Motorcycle Parking

We've created two daily motorcycle parking only areas in the Capitol & Main and 9th & Front Garages, respectively. They are marked by bright yellow pavement markings, signage and improved lighting. We are educating our motorcycling clients about these areas in an attempt to encourage them to use the new facilities rather than taking a pay parking space.

Bike Rack Infill

CCDC has installed 36 additional bike racks in response to requests from citizens, businesses, and other agencies in 2018, including installation of a prototype for a new bike corral in front of the Handlebar (1519 Main St) in May. All requests for bike racks have been fulfilled at this time.

5th & 6th Street - 2-way Conversions - CIP Project

Project is unfunded in ACHD Five-Year Work Plan. To be determined.

Front & Myrtle Alternatives Analysis

CCDC and Boise City planning staff are drafting a formal request to ITD to be considered by City Council.

T4 Participation: Pioneer Corner

All work has been completed and BVGC has submitted documentation and request for payment. Payment is expected to go out in August.

Secure Bike Parking

C-T-Y is finalizing design and Oliver Russell is finalizing logo and branding. A prospective user survey went live on the CCDC website (<http://ccdcbosie.com/participate-in-the-bikeboi-parking-survey/>) August 6. Staff expects to put the project out to informal bidding in September 2018.

PLACE MAKING PROJECTS

South 8th Street District Plan - CIP Project

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 revised design for tension sculpture based on Board comments.

River Street Streetscape Improvements

The Land Group Inc. has submitted for ACHD review and has received comments. Comments have been addressed and resubmitted to ACHD for approval. City of Boise Public Works has completed their review and the project is out to bid. A bid opening occurred on August 7.

Main Street Station Art

CCDC is collaborating with VRT and Arts and History and working on contract negotiations with local artists. Contracts are complete. MOU is complete. Artists are working on content for installation. Arts and History has contracted with the artists, CCDC has completed the MOU, artists to finalize content and install.

CCDC Alley Program - Freak Alley & Union Block Alley

Both alleys are complete with the exceptions of overhead light installation and paver/concrete in Union Block Alley immediately adjacent to the Union Block Building. Lights are expected to arrive and be installed with substantial completion of both alleys (save the Union Block excavation effort) by the end of August.

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

All building power has been switched to underground. Contractor is working on street light power and clean up items. Substantial completion is expected August 18.

5th & Myrtle New Signalized Crossing

Video data collection in April was unsuccessful due to some improperly programmed equipment. COMPASS will be attempting video data collection again in September.

BoDo Sidewalk Easements

Three easement agreements have been signed and recorded. The CCDC Board will consider approving a fourth easement agreement at the August 13 Board meeting.

PROPERTY MANAGEMENT UPDATES

Parking System - 10th & Front Garage Repairs

Work began on August 6. The Contractor is starting with deck repairs on level 4 and working down. Estimated substantial completion date is November 3.

Capitol & Main Garage Elevator Refurbish

The Agency contracted with Hummel Architects to provide project documents and specifications. Hummel is currently working on documents; delivery date is August 17.

Capitol & Main Garage Painting

Painting began on the Idaho Street side on August 7. Estimated completion date is no later than September 30.

500 S 8th Street - Trailhead

Staff is working with Landlord to replace the HVAC system. Pre-construction meeting held August 6. HVAC replacement is estimated to begin August 20 and take three weeks to complete.

General Maintenance

CCDC contracted with Capitol Landscape to perform paver sidewalk maintenance work throughout downtown. Work was completed in July.

The Grove Plaza

Alive After Five is underway. The last event is scheduled for August 29.

421 N. 10th

Colliers assumed management responsibility in early June.

Finance Team: Ross Borden, Joey Chen, Mary Watson, Kathy Wanner, Holli Klitsch

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: GMP #1 (Guaranteed Max Price) for construction approved by the Board.
- March 12: GMP #2 approved by the Board.
- June 11: GMP #3 approved by the Board.
- August 13: GMP #4 considered by the Board.
- Sept 30: All construction to be completed.

2018 Streetscape Improvements Project

Design and construction 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 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 planned.
- March 31: 90% CD Drawings and specifications completed.

- June: City of Boise review for grading permits.
- July 25: Informal Bidding. Bid sets sent to three qualified contractors.
- August 7: Bids Due.
- Late August: 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 and telecommunication lines in the alley between Main and Idaho running from 3rd Street to 5th Street. The project is coordinated with Idaho Power and ACHD.

- January 24: Invitation to Bid issued.
- February 22: One Bid received.
- March 12: Board awarded the contract to Anderson & Wood Construction.
- March 27: Contract executed.
- April 2018: Notice to Proceed
- June 1, 2018: Date of Commencement of Construction (in conjunction with ACHD's start date).
- June/July: Under construction. Mid-August anticipated completion.

10th & Front Garage Concrete Repairs – RFQ and Bidding

Two-step process to contract for extensive concrete repairs. Prequalification process then bidding process. Construction in Late-Summer 2018.

- March 1, 2018: Request for Qualifications Issued.
- March 15: Statements of Qualifications due from licensed contractors.
- April 9: Board approved the list of prequalified contractors.
- May 9: Invitation to Bid given to 3 prequalified contractors.
- June 11: Board awards contract to lowest responsive bidder Guho Corp.
- July 27: Notice to Proceed.
- August 6: Construction begins.

Block 7 Alley Improvement Project – between Grove & Main, 6th to Capital

Design and construction of the CCDC Alley Program project – Block 7 Alley between Grove and Main Street, 6th to Capital.

2018

- June 22: RFP issued to three On-Call Design Professional firms.
- July 11: Proposals due from Design Professionals.
- July 13: The Land Group selected as Design Professional of Record.
- August: Task Order with The Land Group for design services.

Note: Project costs are estimated at less than \$200k – informal bidding planned.

OTHER CONTRACTS ACTIVITY

Central District:

- **Oliver Russell:** Task Order to develop brand name, logo and signage recommendations for the new Bike Storage Facility in the 9th & Main parking garage.
- **City of Boise Arts & History:** MOU for artwork in Main Street Station.
- **Fountain Supply Company:** Amendment to add eight additional songs to The Grove Plaza fountain playlist.
- **ProCare Landscape:** Task Order to plant flowers and provide watering and maintenance for sixteen new planters on 8th Street until Central District on Sept 30, 2018.
- **CSHQA:** Amendment 2 to Task Order 14-015 for additional services requested by the Agency for the Central District Closeout Project.
- **Business Interiors of Idaho:** Amendment 1 to the Type 1 Participation Agreement for awning installation bringing the not-to-exceed reimbursement amount up to the \$150,000 maximum.
- **GRHH Capitol Terrace LLC / HC Capitol Terrace LLC:** Property Use Agreement for construction access and use of 8th Street between Main and Idaho streets for improvements to the Capitol Terrace commercial property.

River-Myrtle / Old Boise District:

- **11th & Myrtle Remnant Parcel:** Ownership transferred to City of Boise on June 11.
- **Energreen Development:** Amendment to the Type 1 Participation Agreement for the River Street Apartments extending end date for one additional year.
- **Wash Worx:** Work Request to install two bike racks in front of the "Rise and Grind" business at 611 S 6th Street.
- **Envision 360:** Amendment to the Type 1 Participation Agreement for Verraso Downtown to extend end date to September 30, 2018.

- **The Land Group:** Amendment to 2018 River Street Streetscapes Design Project for additional services required due to ACHD easements and City of Boise permit revisions.
- **ProCare Landscape:** Task Order to level 22 tree wells on the Basque Block.
- **Anderson & Wood Construction:** Change Order 1 for the Power Line Undergrounding – Main to Idaho | 3rd to 5th Street Alley project requesting additional time due to delays caused by other contractors. This project is a collaboration between CCDC, ACHD, and Idaho Power.

Westside District:

- **Oliver Russell:** Task Order to develop branding and public education outreach for the West Side District.
- **Kittelson & Associates:** Task Order to provide traffic engineering and a bike lane study on 8th Street from Bannock to State Street.
- **Colliers International – Boise:** Professional Services Agreement to manage the Agency's recently-acquired properties at 421 N.10th Street and 1010 W. Jefferson Street.

Parking:

- **Veritas Material Consulting, LLC:** Professional Services Agreement to perform third party inspections of the concrete repair project in the 10th & Front parking garage.
- **Veritas Material Consulting, LLC:** Professional Services Agreement to visually inspect five ParkBOI Garages to prioritize needs for forensic evaluations.
- **Hummel Architects:** Task Order to perform an evaluation, provide plans and specifications, assist with the bid process and contract administration of the refurbishment of the elevators in the Capitol & Main parking garage.
- **Drake Mechanical:** Public Works Agreement to install a new water line and hose bib in Level 2 of the 10th & Front parking garage.
- **Kimley-Horn:** Task Order to develop a parking modeling program to assess parking demand generated by prospective development projects.
- **Copperhead Electric:** Public Works Agreement to update the audible exit horns on the 9th & Main Garage.
- **KPFF:** Task Order to design a connection to prevent a precast panel from moving.

Multi-District / Agency-focused / Interagency:

- **CTA Architects & Engineers:** Professional Services Agreement for public outreach and media relations as part of the formation of the proposed Shoreline Urban Renewal District.
- **Quadrant Consulting:** Amendment for additional services for legal descriptions and exhibits for the proposed Shoreline and 30th Street Urban Renewal Districts.

- **SB Friedman Development Advisors:** Professional Services Agreement for services related to the preparation of an Economic Feasibility Study and Industrial Development Plan for the proposed Gateway East Urban Renewal District.
- **SB Friedman Development Advisors:** Amendment 1 to the Professional Services Agreement for the Gateway East Eligibility Study to add new parcels to the study and to prepare a second report including only parcels within city limits.
- **Quadrant Consulting:** Task Order to prepare the legal descriptions and exhibits for the proposed Gateway East Urban Renewal District.
- **Westerberg & Associates:** New Professional Services Agreement for Legislative Advisory Services.
- **JedSplit:** Task Order to design the Five Year, 2019-2023, Capital Improvement Plan.