



BOARD OF COMMISSIONERS MEETING

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
March 11, 2019 12:00 p.m.
A G E N D A

I. **CALL TO ORDER** Chair Zuckerman

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

III. **CONSENT AGENDA**

- A. Expenses
 - 1. Approval of Paid Invoice Report – February 2019
- B. Minutes and Reports
 - 1. Approval of February 11, 2019 Meeting Minutes
 - 2. FY 2019 Year-to-Date Financial Report, thru First Quarter, October 1 – December 31, 2018
- C. Other
 - 1. Resolution #1593 - Approving 390 S. Capitol Blvd – MOD Pizza - Type 1 Participation Agreement with GRH Cal; BCV Capitol; SRG Capitol *[Designated 2/11/19, NTE \$100,000]*

IV. **ACTION ITEM**

- A. PUBLIC HEARING: 2018 Annual Report Chair Zuckerman
- B. CONSIDER: Approval of the 2018 Annual Report.....John Brunelle
- C. CONSIDER: Approval Resolution #1595 - Amend Section 2, Article IV, Changing the Composition of the Executive Committee (5 minutes)..... Chair Zuckerman
- D. CONSIDER: Election of Board officers - Chair, Vice-Chair, and Secretary/Treasurer (5 minutes)
..... Chair Zuckerman
- E. CONSIDER: Approval of Executive Committee Charge (5 minutes)..... Chair Zuckerman
- F. CONSIDER: Appointment of Secretary Pro Tempore (5 minutes)..... Chair Zuckerman
- G. CONSIDER: Approve Resolution #1592 - Authorizing Idaho Power Work Order and Payment for N. 15th St Utilities - Undergrounding (10 minutes)..... Matt Edmond
- H. CONSIDER: Approve Resolution #1594 – 406 S Broad St – Cartee Apartments - Participation Program Type 2 Agreement with The Cartee Project, LLC (5 Minutes)..... Laura Williams
- I. CONSIDER: 200 Myrtle Street – Boise Caddis– Participation Program Type 2 Agreement Designation with River Caddis (5 minutes) Laura Williams

V. INFORMATION/DISCUSSION ITEMS

- A. Trailhead Management Report (5 minutes) Tiam Rastegar, Executive Director, Trailhead
- B. Main + Marketplace – Construction and Changes to Capitol Terrace Condominium Declaration
(10 minutes) Mary Watson
- C. Central Bench Study Area - Urban Renewal Eligibility Analysis (10 minutes) Doug Woodruff
- D. State Street Study Area - Urban Renewal Eligibility Analysis (10 minutes) Matt Edmond
- E. Block 7 Alley Design Update (5 minutes) Matt Edmond
- F. CCDC Monthly Report (5 minutes) John Brunelle

VI. EXECUTIVE SESSION

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

VII. ADJOURN

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



III. CONSENT AGENDA



Paid Invoice Report

For the Period: 2/1/2019 through 2/28/2019

Payee	Description	Payment Date	Amount
Debt Service:			
US Bank	AHA Payment - Civic Plaza	2/21/2019	85,000.00
US Bank	2011 B Bond interest	2/28/2019	167,912.50
Zions Bank	2017 A Bond interest	2/28/2019	126,846.01
Zions Bank	2017 B Bond interest	2/28/2019	61,758.00
Total Debt Payments:			441,516.51
Payroll:			
PERSI	Retirement Payment	2/8/2019	16,146.53
EFTPS - IRS	Federal Payroll Taxes	2/8/2019	13,317.42
Idaho State Tax Commission	State Payroll Taxes	2/8/2019	2,082.00
CCDC Employees	Direct Deposits Net Pay	2/8/2019	36,375.64
PERSI	Retirement Payment	2/22/2019	16,161.25
EFTPS - IRS	Federal Payroll Taxes	2/22/2019	13,332.74
Idaho State Tax Commission	State Payroll Taxes	2/22/2019	2,086.00
CCDC Employees	Direct Deposits Net Pay	2/22/2019	36,416.42
Total Payroll Payments:			135,918.00
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	February 2019	356,764.62
Total Paid Invoice, Reported Payments:			356,764.62
Total Cash Disbursements:			\$ 934,199.13

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

Finance Director

3/4/2019

Date

Executive Director

3/4/19

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	6664 FEB19	Trailhead Cleaning	02/01/2019	936.71	11129	02/25/2019
	Total 1139:				936.71		
3838	American Fire Protection L	12829	Monthly pump inspection &	01/25/2019	185.00	63201	02/21/2019
	Total 3838:				185.00		
1316	Blue Cross of Idaho	1900200013	Health Insurance - Februar	02/01/2019	24,289.74	63187	02/01/2019
	Total 1316:				24,289.74		
1385	Boise City Utility Billing	91177 FEB1	848 Main St # 0447416001	02/01/2019	7.79	11142	02/26/2019
	Total 1385:				7.79		
1454	BOMA Boise	BS5157A	Idaho Commercial Real Est	01/24/2019	4,500.00	11143	02/28/2019
	Total 1454:				4,500.00		
3816	Capitol Landscape Inc.	1.23.19	Brick Repair - RMOB	01/23/2019	660.00	63191	02/07/2019
		PO# 190027	8th & Bannock brick repair	01/23/2019	1,200.00	63191	02/07/2019
	Total 3816:				1,860.00		
3712	Car Park	DEC 2018	10th & Front - Grove	12/31/2018	32,991.25	11121	02/12/2019
		DEC 2018	9th & Front - City Centre	12/31/2018	35,866.99	11121	02/12/2019
		DEC 2018	9th & Main - Eastman	12/31/2018	32,087.06	11121	02/12/2019
		DEC 2018	Cap & Front - BLVD	12/31/2018	13,790.31	11121	02/12/2019
		DEC 2018	Cap & Main (Cap T)	12/31/2018	35,800.77	11121	02/12/2019
		DEC 2018	Cap & Myrtle - Myrtle	12/31/2018	22,324.26	11121	02/12/2019
		DEC 2018	Cap & Main (Cap T) reund	12/31/2018	6.00	11121	02/12/2019
	Total 3712:				172,866.64		
3857	Carew Co	2569	Quarterly Web Maint (1 ye	12/31/2018	437.50	63192	02/07/2019
	Total 3857:				437.50		
1556	Caselle Inc.	92419	Contract support - Februar	02/01/2019	840.00	63188	02/01/2019
	Total 1556:				840.00		
4070	Copperhead Electric	1716 FEB19	Service Call - Trailhead	02/13/2019	188.23	63202	02/21/2019
	Total 4070:				188.23		
3947	Crane Alarm Service	52875	Fire Alarm System - Monito	02/01/2019	25.00	63203	02/21/2019
	Total 3947:				25.00		
1703	CSHQA	31804	ParkBOI LED Retrofit	01/31/2019	2,920.34	11130	02/25/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 1703:					2,920.34		
1787	Downtown Boise Associati	8195	Stage Rental Storage - 4th	12/31/2018	300.00	63193	02/07/2019
Total 1787:					300.00		
1832	Eide Bailly LLP	EI00749412	Audit 2018	01/17/2019	6,280.00	11122	02/12/2019
Total 1832:					6,280.00		
1838	Elam & Burke P.A.	177627	Carley Project - 5th & Front	01/31/2019	220.00	11137	02/26/2019
		177628	Ash Street Properties	01/31/2019	270.00	11137	02/26/2019
		177629	New Bench URD	01/31/2019	45.00	11137	02/26/2019
		177630	Downtown Boise Public Lib	01/31/2019	487.50	11137	02/26/2019
		177631 JAN1	Shoreline	01/31/2019	4,580.85	11137	02/26/2019
		177632	New URD - State STreet	01/31/2019	45.00	11137	02/26/2019
		177633 JAN1	Sports Facility	01/31/2019	3,365.30	11137	02/26/2019
		177634	Hoffman v. City of Boise	01/31/2019	2,060.00	11137	02/26/2019
		177635	101-0 General	01/31/2019	744.30	11137	02/26/2019
		177636	Legislation	01/31/2019	405.00	11137	02/26/2019
		177637	WS District	01/31/2019	878.25	11137	02/26/2019
		177639 JAN1	Gateway District	01/31/2019	5,282.50	11137	02/26/2019
Total 1838:					18,383.70		
3807	FreedomVoice Systems	227096 FEB	Monthly Service	02/01/2019	504.06	63194	02/07/2019
Total 3807:					504.06		
2129	Idaho Blueprint & Supply C	436172	URD Maps	01/31/2019	5,677.38	11123	02/12/2019
Total 2129:					5,677.38		
2165	Idaho Power	6607 JAN19	9th St outlets #220040660	01/31/2019	4.39	11127	02/19/2019
		7995 JAN19	9th & State # 2201627995	01/31/2019	4.12	11126	02/15/2019
Total 2165:					8.51		
3900	Idaho Records Manageme	0131625	Records Storage	02/01/2019	87.35	11116	02/08/2019
Total 3900:					87.35		
2186	Idaho Statesman	263244 JAN1	Legal Notices	01/31/2019	102.65	63204	02/21/2019
Total 2186:					102.65		
3966	Involta	0037064	Website Hosting Services	01/31/2019	1,347.90	63205	02/21/2019
Total 3966:					1,347.90		
3808	Jed Split Creative	2174	Website Project - URD Pro	02/04/2019	3,474.25	63216	02/22/2019
		2174	Website Project - URD Pro	02/04/2019	6,650.00	63216	02/22/2019
Total 3808:					10,124.25		
2288	Jensen Belts Associates	1768-7	Streetscape Design Next Y	02/05/2019	1,578.10	11131	02/25/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		1768-7	Streetscape Design Next Y	02/05/2019	1,305.57	11131	02/25/2019
	Total 2288:				2,883.67		
3913	Kimley-Horn and Associate	12855719	Park Plus Parking modelin	12/31/2018	6,907.50	63200	02/11/2019
	Total 3913:				6,907.50		
3439	KPFF Consulting Engineer	253292	10th & Front Garage Refur	01/31/2019	855.00	11132	02/25/2019
	Total 3439:				855.00		
3819	Level 3 Communications L	77156077	Internet & Data	01/17/2019	611.01	63195	02/07/2019
	Total 3819:				611.01		
4099	Paul's Precision Painting	36 FEB19	Office painting	02/11/2019	650.00	63206	02/21/2019
	Total 4099:				650.00		
4064	PGAV Planner LLC	109947	Bench URD - Eligibility Stu	01/31/2019	1,670.90	63207	02/21/2019
		109947	Bench URD - Eligibility Stu	01/31/2019	510.35	63207	02/21/2019
	Total 4064:				2,181.25		
4101	Pivot North Architecture	1642	Westside Master Plan Con	12/31/2018	5,565.00	Multiple	Multiple
	Total 4101:				5,565.00		
2774	Pro Care Landscape Mana	24252	Holiday Light Removal - 10	01/31/2019	168.00	63208	02/21/2019
		24253	Holiday Light Removal - Ca	01/31/2019	92.00	63208	02/21/2019
		24254	Holiday Light Removal - 9t	01/31/2019	55.00	63208	02/21/2019
		24255	Holiday Lights Removal - 9	01/31/2019	120.00	63208	02/21/2019
		24256	Holiday Light Removal - Ca	01/31/2019	55.00	63208	02/21/2019
	Total 2774:				490.00		
2798	Quadrant Consulting Inc.	10228	Undergrounding Power - 1	01/28/2019	2,119.60	63209	02/21/2019
		10228	Undergrounding Power - 1	01/28/2019	782.21	63209	02/21/2019
		10228	Undergrounding Power - 1	01/28/2019	1,200.00	63209	02/21/2019
	Total 2798:				4,101.81		
3896	Rim View LLC	FEB 2019	NNN shortage 2018	02/01/2019	324.47	63189	02/01/2019
		FEB 2019	Monthly Rent and NNN - Tr	02/01/2019	13,713.94	63189	02/01/2019
	Total 3896:				14,038.41		
3796	Scheidt & Bachmann USA	35629	January 2019 Merchant Fe	01/31/2019	868.68	11133	02/25/2019
	Total 3796:				868.68		
3542	Security LLC - Plaza 121	FEB 19	Office rent	02/01/2019	13,271.50	63190	02/01/2019
	Total 3542:				13,271.50		
3985	SemaConnect	INV18807	One Year Network Service	02/15/2019	1,440.00	11134	02/25/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3985:					1,440.00		
3949	Shellan Rodriguez	FEB19	Expense & Per Diem	02/14/2019	162.00	1128	02/21/2019
Total 3949:					162.00		
3974	Stability Networks Inc.	28519	office phone system	01/18/2019	568.95	11117	02/08/2019
		28651	IT Services 2019	01/31/2019	1,960.00	11139	02/26/2019
		28651	Azure Cloud Backup	01/31/2019	420.00	11139	02/26/2019
		28749	office phone system	02/15/2019	6,431.05	11139	02/26/2019
		28749	office phone system	02/15/2019	568.95	11139	02/26/2019
Total 3974:					9,948.95		
3029	State Insurance Fund	20016426	Installment Premium	01/28/2019	1,769.00	63196	02/07/2019
Total 3029:					1,769.00		
3815	Synoptek LLC	1152589	ParkBOI - Pay Fine Correct	01/31/2019	1,896.62	63210	02/21/2019
Total 3815:					1,896.62		
3831	The Land Group Inc.	0141140	RD, River Street SS, Ash t	01/31/2019	1,140.00	11140	02/26/2019
		0141165	RD, Alley Program - Grove	01/31/2019	1,957.70	11140	02/26/2019
		0141165	RD, Alley Program - Grove	01/31/2019	1,200.00	11140	02/26/2019
		0141165	RD, Alley Program - Grove	01/31/2019	400.00	11140	02/26/2019
		0141166	6th Street Streetscapes, M	01/31/2019	4,828.75	11140	02/26/2019
Total 3831:					9,526.45		
4074	The Potting Shed	16423	Interior Plant Maint.	01/31/2019	65.00	63211	02/21/2019
Total 4074:					65.00		
4009	TML Heating & Air Conditio	359245	Cooling Fan - Server Room	01/16/2019	59.00	63197	02/07/2019
Total 4009:					59.00		
3923	Trailhead	39570 SEPT	Intermountain Gas - 70%	12/31/2018	6.85	11135	02/25/2019
		39570 SEPT	Idaho Power - 70%	12/31/2018	412.71	11135	02/25/2019
		39572 OCT1	Suez - 70%	12/31/2018	87.55	11135	02/25/2019
		39572 OCT1	Idaho Power - 70%	12/31/2018	238.78	11135	02/25/2019
		39572 OCT1	Intermountain Gas - 70%	12/31/2018	64.04	11135	02/25/2019
		55802 JAN19	Suez - 70%	01/31/2019	78.47	11135	02/25/2019
		55802 JAN19	Idaho Power - 70%	01/31/2019	185.30	11135	02/25/2019
		55802 JAN19	Intermountain Gas - 70%	01/31/2019	271.57	11135	02/25/2019
Total 3923:					1,345.27		
3170	Treasure Valley Coffee Inc.	05941070	Cooler Rental	02/05/2019	76.00	63212	02/21/2019
		5815408	Tea	01/29/2019	10.28	63198	02/07/2019
Total 3170:					86.28		
3233	United Heritage	02014-001 F	Disability insurance - Febru	02/01/2019	1,392.62	63213	02/21/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3233:					1,392.62		
3835	US Bank - Credit Cards	1.25.2019	Voice, data & webhosting s	01/25/2019	131.59	11125	02/14/2019
		1.25.2019	Office Supplies	01/25/2019	215.51	11125	02/14/2019
		1.25.2019	Postage	01/25/2019	144.83	11125	02/14/2019
		1.25.2019	Dues & Subscriptions	01/25/2019	100.00	11125	02/14/2019
		1.25.2019	Travel & Meeting(non-local	01/25/2019	749.00	11125	02/14/2019
		1.25.2019	Personnel Training (Local)	01/25/2019	458.99	11125	02/14/2019
		1.25.2019	Local Meetings & Transpor	01/25/2019	362.13	11125	02/14/2019
		1.25.2019	Professional Services Gen	01/25/2019	41.95	11125	02/14/2019
		1.25.2019	Banking & Merchant Fees	01/25/2019	78.40	11125	02/14/2019
Total 3835:					2,282.40		
3266	Valley Regional Transit	24617	Station Sponsorship 2018 (01/31/2019	10,000.00	11141	02/26/2019
Total 3266:					10,000.00		
4068	Veritas Material Consulting	1137	10th & Front Garage Refur	12/31/2018	1,900.00	63199	02/07/2019
		1164	10th & Front Garage Refur	01/31/2019	2,434.04	63214	02/21/2019
Total 4068:					4,334.04		
3841	VoiceText Communications	01.21.19-122	Conference calls	01/20/2019	13.40	11118	02/08/2019
		01.28.19-142	Conference calls	01/27/2019	32.56	11118	02/08/2019
Total 3841:					45.96		
3997	Wash Worx	353	9th & Front parking garage	01/16/2019	2,400.00	11119	02/08/2019
Total 3997:					2,400.00		
3365	Westerberg & Associates	218	Legislative Advisement Ser	01/31/2019	5,000.00	11120	02/08/2019
Total 3365:					5,000.00		
3374	Western States Equipment	IN000884049	Bldg 8 generator maintena	01/30/2019	276.25	63215	02/21/2019
Total 3374:					276.25		
3990	Xerox Corporation	095931743	Copier Lease	01/31/2019	438.20	11136	02/25/2019
Total 3990:					438.20		
Grand Totals:					356,764.62		

MINUTES OF REGULAR MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
Call-in Meeting
121 N. 9th St., Conference Room
Boise, ID 83702
February 11, 2019 12:00 p.m.

I. CALL TO ORDER:

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

Present: Commissioner Scot Ludwig, Commissioner Ben Quintana, Commissioner Ryan Woodings, and Commissioner Dana Zuckerman.

Commissioner David Bieter arrived at 12:10 p.m.

Absent: Commissioner Gordon Jones, Commissioner Maryanne Jordan

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

II. AGENDA CHANGES/ADDITIONS:

Agency legal counsel, Ryan Armbruster, noted that when the meeting agenda was sent out, there was an error on the address for Action Item B. The address was listed as 400 Broad Street originally, but the actual address is 323 Broad Street.

Commissioner Ludwig recused himself from voting on Action Item B due to his absence from the January 18, 2019 Special Board Meeting.

Commissioner Woodings moved to approve the Consent Agenda

Commissioner Quintana seconded.

All said Aye, the motion carried 4-0.

III. ACTION ITEM

A. CONSIDER: 390 S. Capitol – Mod Pizza for Type 1 Participation Program Designation

Laura Williams, CCDC Project Manager, gave a report.

Commissioner Woodings moved to direct staff to negotiate a final Type 1 Participation Agreement with Hawkins Companies for future Board approval.

Commissioner Quintana seconded

All said Aye, motion carried 4-0.

B. CONSIDER: 323 Broad Street – Cartee Apartments for Type 2 Participation Agreement

Laura Williams, CCDC Project Manager, gave a report.

Commissioner Woodings moved to direct staff to negotiate a final Type 2 Participation Agreement with The Cartee Project, LLC for future Board approval.

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

C. CONSIDER: Resolution #1588 – 429 S. 10th Street Approving the Option Agreement to Convey Property to City of Boise

Laura Williams, CCDC Project Manager, gave a report.

Commissioner Woodings moved to adopt Resolution #1588, approving the Option Agreement to Convey 429 S. 10th Street to the City of Boise.

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

D. CONSIDER: Resolution #1584 – Authorizing Cost Share Agreement with ACHD for Gowen Road Project, Gateway East URD

Matt Edmond, CCDC Project Manager, gave a report.

Commissioner Woodings moved to adopt Resolution #1584, authorizing the Executive Director to submit a cost share agreement with the Ada County Highway District for shared construction costs of Gowen Road Bridge #2110 over the Boise Valley Railroad to install longer bridge span and fiber optic conduit.

Commissioner Quintana seconded

Commissioner Ludwig moved to adopt Resolution #1584 with an amendment, authorizing the Executive Director to execute and submit a non-binding cost share application to the Ada County Highway District for shared construction costs of Gowen Road Bridge #2110; directing the Agency Executive Director to negotiate a cost share participation agreement with certain conditions and thereafter bring the agreement to the Agency Board for review and action at a future Board Meeting; and providing an effective date.

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

E. CONSIDER: Resolution #1590 – Approval of Type 4 Participation Agreement for 2019 Traffic Signal Box Art Wraps

Karl Woods, CCDC Project Manager, and Karl LeClair, City of Boise Arts & History, gave

a report.

Commissioner Ludwig recused himself on this vote.

Commissioner Woodings moved to adopt Resolution #1590, approving and authorizing the execution of a Type 4 Participation Agreement for the 2019 Traffic Signal Box Art Wraps with the City of Boise Department of Arts & History.

Commissioner Quintana seconded.

All said Aye, motion carried 4-0

F. CONSIDER: Resolution #1591 – Approval of Type 4 Participation Agreement for 2019 Traffic Signal Box Art Wraps

Karl Woods, CCDC Project Manager, and Karl LeClair, City of Boise Arts & History, gave a report.

Commissioner Ludwig recused himself on this vote.

Commissioner Woodings moved to adopt Resolution #1591, approving and authorizing the execution of a Type 4 Participation Agreement for the City of Boise Broad Street Sculpture with the City of Boise, Department of Arts & History.

Commissioner Quintana seconded.

All said Aye, the motion carried 4-0.

IV. INFORMATION/DISCUSSION ITEMS

A. Westside URD – Boundary Adjustment – Eligibility Study

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

B. 2019 Utility Undergrounding and Conduit Projects

Matt Edmond, CCDC Project Manager, gave a report

C. CCDC Monthly Report

John Brunelle, CCDC Executive Director, gave a report.

V. EXECUTIVE SESSION

A motion was made by Commissioner Woodings to go into executive session at 1:28 p.m. to 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)]*.

Commissioner Quintana seconded the motion.

A roll call vote was taken:

Commissioner Bieter: Aye
Commissioner Ludwig: Aye
Commissioner Jordan: Absent
Commissioner Jones: Absent
Commissioner Quintana: Aye
Commissioner Woodings: Aye
Commissioner Zuckerman: Aye

All said Aye. The motion carried, 5-0.

EXECUTIVE MEETING ADJOURNMENT

A motion was made by Commissioner Woodings to adjourn executive session at 1:50 p.m. and return to the public meeting. Commissioner Ludwig seconded the motion. A roll call vote was taken:

Commissioner Bieter: Aye
Commissioner Ludwig: Aye
Commissioner Jordan: Absent
Commissioner Jones: Absent
Commissioner Quintana: Aye
Commissioner Woodings: Aye
Commissioner Zuckerman: Aye

VII. REGULAR MEETING ADJOURNMENT

There being no further business to come before the Board, a motion was made by Commissioner Woodings to adjourn the meeting. Commissioner Quintana seconded the motion. All said Aye, 5-0. The meeting adjourned at 1:51 p.m.

- - - -

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 11TH DAY OF MARCH 2019.

Dana Zuckerman, Chair

Ryan Woodings, Vice Chair



FY2019 Year-To-Date Financial Report (Unaudited)
Through FIRST QUARTER
October 1, 2018 - December 31, 2018

Prepared by: Joey Chen, Controller
February 19, 2019



FY2019 Year-to-Date Financial Report (Unaudited)

Through FIRST QUARTER

October 1, 2018 – December 31, 2018

REVENUES:

The actual tax increment revenues in the first quarter were higher than the year-to-date budgeted amount due to the \$264k tax delinquent payment (from tax year 2015) received in December from River-Myrtle/Old Boise District. Usually 99% of the total tax increment revenue are received in January and July. In January 2019, a total of \$8.3 million have been received and we are at about 60% of the total tax increment revenue for FY19.

Total parking revenues were consistent with expectation, at 26% of the annual budget amount at the end of the first quarter.

EXPENSES:

As of December 31, 2018, Agency's operating expenses were 20% of the annual budget amount. Capital outlay expenditures for the first quarter were at 1% of the annual budget. Most of the expenses for capital projects hit during the construction season which corresponds with the Agency's third and fourth quarters. Capital projects planning and design were underway in the first quarter.

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.

	FY2019 Total Budget	FY2019 Q1 Actual	% Actual To Total Budget
REVENUE SUMMARY			
Revenue from Operations			
Revenue Allocation (Tax Increment).....	14,400,000	268,260	2%
Parking Revenue.....	8,401,835	2,152,107	26%
Other Revenues (Various Reimbursements).....	6,647,700	19,364	0%
Subtotal	\$ 29,449,535	\$ 2,439,732	8%
Other Sources			
Misc. Revenues (Grants/Leases/Property Transactions).....	430,000	316,321	74%
Term Loan/Bond Financing.....	14,600,000	-	0%
Use of (Transfer to) Working Capital / Fund Balance.....	13,379,827	(705,947)	-5%
Subtotal	\$ 28,409,827	\$ (389,626)	-1%
Subtotal - Revenue from Operations	\$ 57,859,362	\$ 2,050,106	4%
Pass-Through Revenue			
Ada County Parcels Ground Leases.....	409,267	23,067	6%
Subtotal	\$ 409,267	\$ 23,067	6%
TOTAL REVENUE	\$ 58,268,629	\$ 2,073,172	4%

	FY2019 Total Budget	FY2019 Q1 Actual	% Actual To Total Budget
EXPENSE SUMMARY			
Operating Expense			
Interagency Partnerships.....	109,800	6,825	6%
Legal Services.....	294,000	45,801	16%
Parking Operator (Contractor).....	2,104,863	450,060	21%
Personnel Costs.....	2,145,000	533,526	25%
Professional Services	2,287,900	167,823	7%
Rent/Maintenance/Office.....	1,270,766	481,024	38%
Repairs/Maintenance: Streets & Facilities.....	271,000	45,547	17%
Subtotal	\$ 8,483,329	\$ 1,730,606	20%
Debt Service & Contractual Obligations			
Parking Garage Debt Service/Contractual Obligations.....	\$ 6,532,033	\$ -	0%
Capital Outlay			
Capital Improvement Plan (CIP).....	39,755,500	208,896	1%
Parking Reinvestment Plan (PRP).....	2,075,000	87,722	4%
Mobility Projects.....	1,013,500	22,882	2%
Subtotal	\$ 42,844,000	\$ 319,500	1%
Subtotal - Expenses for Operations	\$ 57,859,362	\$ 2,050,106	4%
Pass-Through Expense			
Ada County Parcels Ground Leases.....	409,267	23,067	6%
Subtotal	\$ 409,267	\$ 23,067	6%
TOTAL EXPENSE	\$ 58,268,629	\$ 2,073,172	4%

FY2019 OPERATING REVENUES through 1st Quarter

QUARTERLY REVENUE REPORT PROPERTY TAX REVENUE ALLOCATION DISTRICT (RAD) & PARKING SYSTEM SUMMARY Q1 (October 2018 thru December 2018)

Activity	FY 2018	FY 2019	FY 2019			
	Total Actual	Total Budget	YTD Budget	YTD Actual	YTD Variance \$	YTD Variance %
TIF BY DISTRICT						
Central	5,084,714	<i>Central District Terminated FY18</i>				
River-Myrtle / Old Boise	8,775,223	10,000,000	9,987	268,207	258,220	2586%
Westside	3,250,614	3,700,000	4,730	53	(4,677)	-99%
30th Street	689,034	700,000	185	0	(185)	-100%
TOTAL RAD	17,799,585	14,400,000	14,902	268,260	253,358	1700%
PARKING BY GARAGE						
9th & Main (Eastman)	1,418,834	1,516,505	390,490	392,182	1,692	0%
Capitol & Main (Cap Terrace)	1,965,571	2,186,800	563,859	576,058	12,199	2%
9th & Front (City Centre)	1,604,762	1,606,835	407,115	436,850	29,735	7%
10th & Front (Grove st.)	1,129,868	1,265,880	308,780	276,036	(32,744)	-11%
Capitol & Front (Boulevard)	434,625	533,683	130,689	134,493	3,804	3%
Capitol & Myrtle (Myrtle st.)	945,013	941,103	238,647	237,809	(838)	0%
11th & Front (CCDC's portion 30.1%)	125,381	286,029	65,028	73,236	8,208	13%
Misc. Parking	68,638	65,000	16,250	25,443	9,193	57%
TOTAL PARKING	7,692,692	8,401,835	2,120,858	2,152,107	31,249	1%
Other	507,870	6,647,700	23,800	19,364	(4,436)	-19%
TOTAL	26,000,147	29,449,535	2,159,560	2,439,731	280,171	13%

RECONCILIATION TO FY2019 BUDGETED OPERATING REVENUES

Total Revenues Approved Budget	\$58,268,629
Ada County Courthouse Master/Surplus Ground Lease (passed-through)	(409,267)
Use of Fund Balance	(13,379,827)
Bond Financing Proceeds	(14,600,000)
Miscellaneous Revenue (Lease, Property Transactions)	(430,000)
Operating Revenues	<u>\$29,449,535</u>

Capital City Development Corporation
Balance Sheet - Governmental Funds
December 31, 2018

	General Fund	Central District RA Fund	River Myrtle District RA Fund	Westside District RA Fund	30th Street District RA Fund	Parking Fund	Total
ASSETS							
Cash and investments	1,400,000	-	19,172,906	2,755,570	1,282,687	8,298,124	32,909,287
Accounts receivable	12,432	-	-	69,180	-	(15,129)	66,483
Interest receivable	6,294	-	-	-	-	-	6,294
Taxes receivable	-	-	9,504,792	3,609,395	639,694	-	13,753,881
Prepays	364	-	10,792	-	-	-	11,156
Restricted cash	-	-	926,071	-	-	2,257,777	3,183,848
Property held for resale or development	-	-	54,490	7,129,390	-	-	7,183,880
TOTAL ASSETS	1,419,090	-	29,669,051	13,563,535	1,922,381	10,540,772	57,114,829
LIABILITIES AND FUND BALANCES							
LIABILITIES							
Accounts payable	58,333	-	157,696	7,449	-	362,097	585,575
Accrued liabilities	165,740	-	-	9,387	-	-	175,127
Refundable deposits	-	-	-	11,526	-	-	11,526
Total liabilities	224,073	-	157,696	28,362	-	362,097	772,228
DEFERRED INFLOWS OF RESOURCES							
Unavailable property tax	-	-	9,504,792	3,609,395	639,694	-	13,753,881
Total deferred inflows of resources	-	-	9,504,792	3,609,395	639,694	-	13,753,881
FUND BALANCES							
Nonspendable	364	-	65,282	7,129,390	-	-	7,195,036
Restricted	-	-	19,941,281	2,796,388	1,282,687	1,757,766	25,778,122
Committed	-	-	-	-	-	500,000	500,000
Assigned	-	-	-	-	-	7,920,909	7,920,909
Unassigned	1,194,653	-	-	-	-	-	1,194,653
Total fund balances	1,195,017	-	20,006,563	9,925,778	1,282,687	10,178,675	42,588,720
TOTAL LIABILITIES DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	1,419,090	-	29,669,051	13,563,535	1,922,381	10,540,772	57,114,829

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.



AGENDA BILL

Agenda Subject: Resolution #1593 - Approving 390 S. Capitol Blvd. – MOD Pizza - Type 1 Participation Agreement with GRH Cal; BCV Capitol; SRG Capitol		Date: 3/11/2019
Staff Contact: Laura Williams	Attachments: 1) Resolution #1593 2) Type 1 Agreement	
Action Requested: Adopt Resolution #1593 - Approving 390 S. Capitol Blvd. – MOD Pizza - Type 1 Participation Agreement with GRH Cal; BCV Capitol; SRG Capitol		

Background:

Hawkins Companies is a commercial real estate and development company with an emphasis on retail and shopping centers. Hawkins originally developed this block in 2014 constructing Trader Joes, Chipotle, Panda Express, and a surface parking lot. This pad was not developed and now Hawkins plans to develop a fast casual restaurant, Mod Pizza. This site was originally permitted for a drive-thru, but the developer decided against this, opting for a building that aligns with the street corner, and will include outdoor dining. Construction is scheduled to begin in March of this year with completion planned for late 2019.

Public improvements for the project include awnings and some streetscape to accommodate an area of Capitol Boulevard that will require a regrade to match Broad Street elevations that were changed during the Broad Street improvements. The awnings are located in the right-of-way along Capitol Boulevard and Broad Street. Awnings are included as Eligible Expenses in CCDC's Participation Program. Awnings serve a public purpose and help promote a walkable and livable downtown by providing protection from the elements to anyone using the sidewalk.

In order to receive assistance for awnings, the project must meet the below criteria. In addition to material and size requirements, staff has begun to track awning costs on a per square foot basis. The awnings for Mod Pizza are anticipated to cost \$32/PSF, which is commercially reasonable per CCDC's analysis. The look and feel of the awnings will be very similar to what exists at Trader Joes.

Awning Requirements:

1. **Awnings must be located in the right-of-way or included in a public easement:**
Only awnings along Capitol and Broad will be included as Eligible Expenses. The awnings on private property will not be included.

2. **Awnings must be made of durable material and must provide functional services (shelter from sun, rain, etc.) to the public sidewalks and streetscapes:** The building's awnings will be fabricated out of steel with a metal soffit and thermoplastic roofing material.
3. **Awnings must extend at least 5 feet into the right-of-way:** The awnings extend 5 feet from the building face into the right-of-way (see attachment 3).
4. **Awnings must cover over 75% of the ground-floor frontage:** The project's street frontage is approximately 115 linear feet, and the awnings cover 108 linear feet = 92%.
5. **Awnings must not be more than 15 feet of the ground:** The awnings are 11 feet from the sidewalk to the soffit.

Attachment 1 – Resol

- 3,000 SF Retail Space
- Located on Capitol Blvd. and Broad Street (River Myrtle-Old Boise URD)
- \$1.7 million Estimated Costs of Renovation improvements
- October 2018 – Staff Level DR Approval
- March 2019 – CCDC Board Approval of Type 1 Agreement
- March 2019 - Construction Start
- December 2019 – Construction Complete. Developer submits costs for reimbursement

Fiscal Notes:

In January, the CCDC Board has approved the Updated Participation Program which includes a Type 1 One-Time Reimbursement. The grant can reimburse for up to \$200,000 of Eligible Expenses. Preliminary information shows that the project has eligible costs of approximately \$100,000, which will be the not-to-exceed amount in the Type 1 Participation Agreement. The majority of these expenses are for the awnings, with a small percentage for the sidewalk work.

This project meets the requirements of the Type One Participation Program and also promotes a CCDC and City objective to improve pedestrian connectivity downtown. Resources have been approved for this use in the FY 19 budget. This will be the first of two Type 1 Participation Program projects contemplated in the 5 Year CIP for FY '19 in the River Myrtle-Old Boise URD.

The project will generate approximately \$18,000 in tax increment starting in CCDC 2021 Fiscal Year. The project will generate approximately \$88,000 in tax increment throughout the remainder of the district life (until 2025).

Staff Recommendation:

Adopt Resolution #1593.

Suggested Motion:

I move to adopt Resolution #1593 - Approving 390 S. Capitol Blvd. – MOD Pizza - Type 1 Participation Agreement with GRH Cal; BCV Capitol; SRG Capitol

RESOLUTION NO. 1593

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 1 PARTICIPATION PROGRAM AGREEMENT BETWEEN THE AGENCY AND FAE HOLDINGS 415776R LLC, GRH CALIFORNIA LLC, BCV CAPITAL LLC, AND SRG CAPITAL LLC, EACH AN IDAHO LIMITED LIABILITY COMPANY, FOR AWNINGS INSTALLED IN THE RIGHT OF WAY AND SIDEWALK WORK; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, 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, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"), and following said public hearing the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and,

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

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

WHEREAS, the City, 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 ("First Amendment to the River Myrtle-Old Boise Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance No. 24-18 on July 24, 2018, approving the First Amendment to the River Myrtle-Old Boise Plan deannexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, FAE Holdings 415776R LLC, GRH California LLC, BCV Capital LLC, and SRG Capital LLC, each an Idaho limited liability company ("Participant"), owns or controls

certain real property at 290 N Capitol Boulevard, Boise, Idaho (the "Site"), which is located in the River Myrtle-Old Boise Urban Renewal District as created by the River Myrtle-Old Boise Plan; and,

WHEREAS, Participant intends on making improvements to the building on the Site and plans to install awnings that extend over the public rights-of-way (the "Project"); and,

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

WHEREAS, the Agency's Participation Program stipulates several criteria for awnings to be eligible for CCDC funding, and the Participant's project meets all requirements; and,

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

WHEREAS, the Agency Board finds it in the best public interest to approve the Agreement and to authorize the Executive Director to execute the Agreement.

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

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

Section 2: That the Type 1 Participation Program Agreement, which is attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.

Section 3: That the Executive Director of the Agency is hereby authorized to sign and enter into the Type 1 Participation Program Agreement with Participant and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the March 11, 2019, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on March 11, 2019. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 11, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Ryan Woodings, Vice Chair



TYPE 1 ONE TIME ASSISTANCE PARTICIPATION AGREEMENT

THIS TYPE 1 ONE TIME ASSISTANCE 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 FAE Holdings 415776R LLC, GRH California LLC, BCV Capital LLC, and SRG Capital LLC, each an Idaho limited liability company ("Participant"). CCDC and Participant may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. Participant owns or controls certain real property located at 390 S Capitol Boulevard, Boise, Idaho (the "Project Site") which is more accurately depicted on attached **Exhibit A**.

B. The Participant is building a new, single-story restaurant that will include architectural awnings on the Project Site (the "Project"). The Project is more accurately depicted on attached **Exhibit B**. The Project meets the requirements of the Type 1 Participation Program and also promotes a CCDC objective to enhance the pedestrian environment downtown.

C. The CCDC Board of Commissioners has adopted the CCDC Participation Program Policy which can assist private and public development projects with improvements that benefit the public, which are located in the public right of way or permanent public easement area, called Eligible Expenses. As part of the Project, Participant intends to install 3 metal awnings in the public right-of way and reconstruct an area of the sidewalk on Capitol Boulevard and Broad Street that will require regrading and patch back work. The Eligible Expenses are depicted on the Public Improvement Plans on attached **Exhibit C** (the "Eligible Expenses").

D. The Project is located in the River Myrtle-Old Boise Urban Renewal District ("RM District"). The CCDC Participation Program Policy includes standards for functional awnings eligible for reimbursement through the CCDC Participation Program. 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 and a maximum height of no more than 15 feet above the sidewalk. 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.

AGREEMENT

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

1. Effective Date. The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by the Participant and CCDC (last date signed) and shall continue until: 1.) the completion of all obligations of each Party; or 2.) twelve (12) months from the Effective Date, whichever comes first. At CCDC's sole discretion an extension may be granted for a period not to exceed one year.

2. Construction of the 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 and Exhibit C**, with cost estimates for Eligible Expenses described in the Schedule of Eligible Expenses in **Exhibit D**. 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 Expenses attached as **Exhibit D** 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 and the improvements being open to the public, 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 Expenses 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 D** and the actual costs in the Cost Documentation as requested by CCDC.
- d. A signed and notarized letter by Participant attesting 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. Recorded easements for any public improvement work done outside of the right of way.
- g. 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 Expenses to be reimbursed. CCDC shall, in its discretion, determine the Actual Eligible Expenses 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 D**. 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 Expenses not to exceed \$100,000. Actual Eligible Expenses do not include soft costs (e.g., architectural and engineering design, permits, traffic control, mobilization, and overhead). The payment for this Type 1 Agreement will be made as a one-time reimbursement.

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

- a. Project construction is complete and meets the specifications as described in the Recitals section of this Agreement and as shown in Exhibit B.
- b. CCDC receives Cost Documentation as described in Section 5 in a format acceptable to CCDC.
- c. CCDC provides written confirmation to the Participant that the Project has been constructed in compliance with this Agreement.

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 Urban Renewal 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:

F AE Holdings 415776R LLC, GRH California LLC, BCV Capital LLC,
and SRG Capital LLC
c/o Bryan Vaughn
Hawkins Companies
855 West Broad St. Suite 300
Boise, Idaho 83702
208-908-5544
bvaughn@holc.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 Depiction
Exhibit C	Public Improvement Plans
Exhibit D	Schedule of Eligible Expenses

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 and its agents will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, marital status, age, or handicap.

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 _____

PARTICIPANT:

FAE Holdings 415776R LLC,
an Idaho limited liability company

By: _____
Name: Brian Huffaker
Its: Authorized Agent

GRH California LLC,
an Idaho limited liability company

By: _____
Name: Brian Huffaker
Its: Authorized Agent

BCV Capitol LLC,
an Idaho limited liability company

By: _____
Name: Bryan C. Vaughn
Its: Manager

SRG Capitol LLC,
an Idaho limited liability company

By: _____
Name: Shaun Greear
Its: Member

Exhibits

- A: Project Site
- B: Project Depiction (renderings)
- C: Public Improvement Plans
- D: Schedule of Eligible Expenses

Exhibit A: Project Site Map

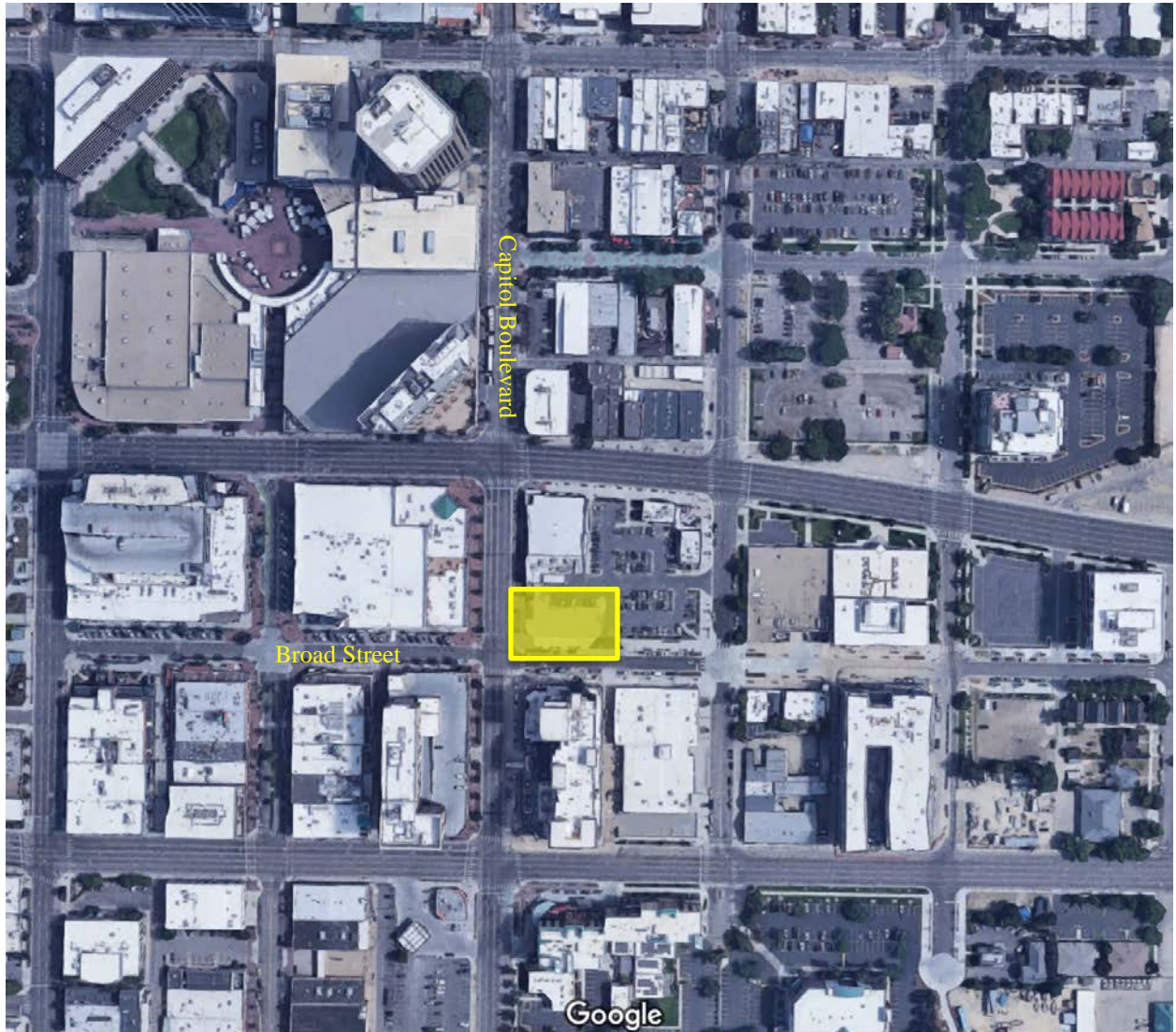
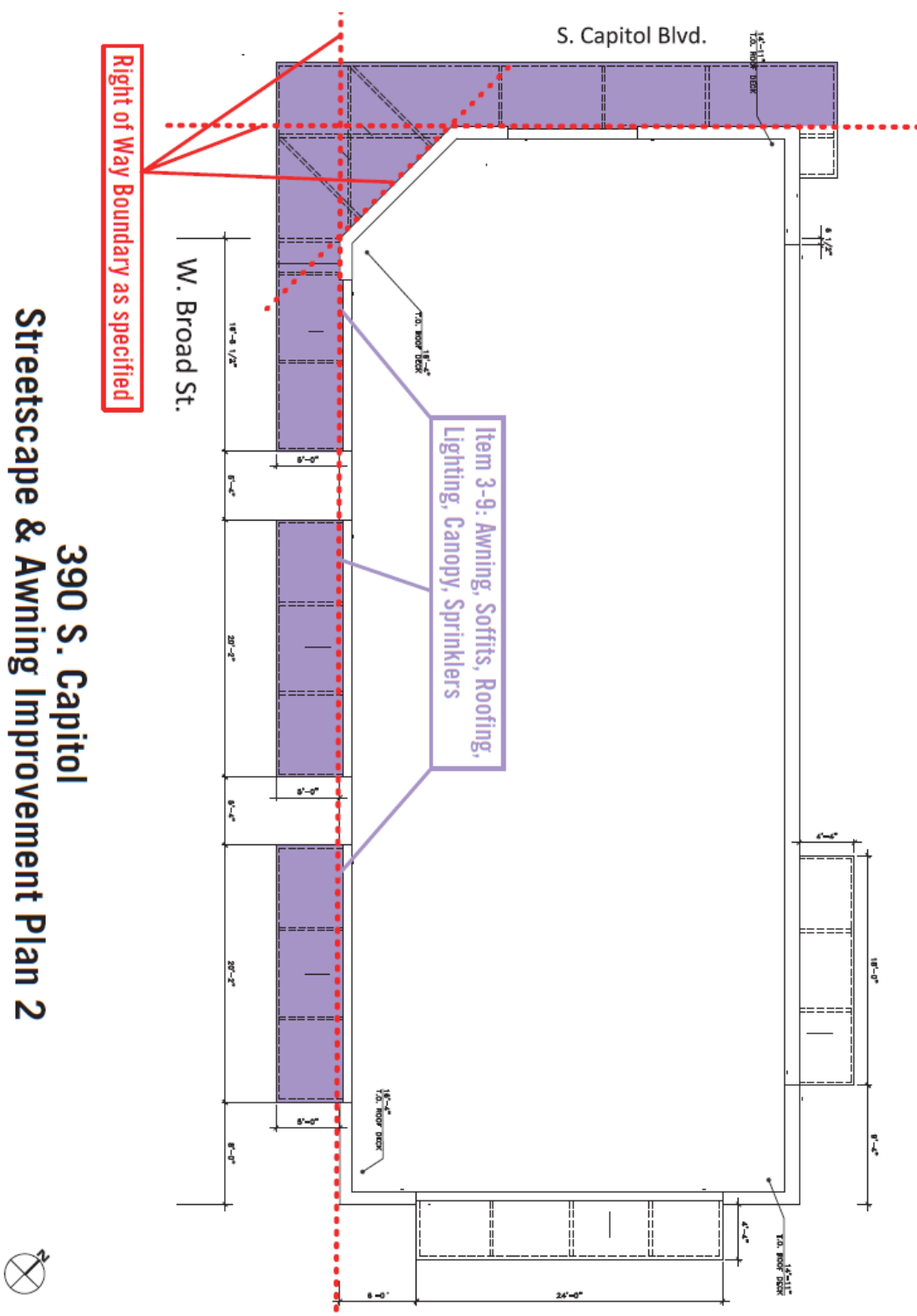


Exhibit B: Project Depiction





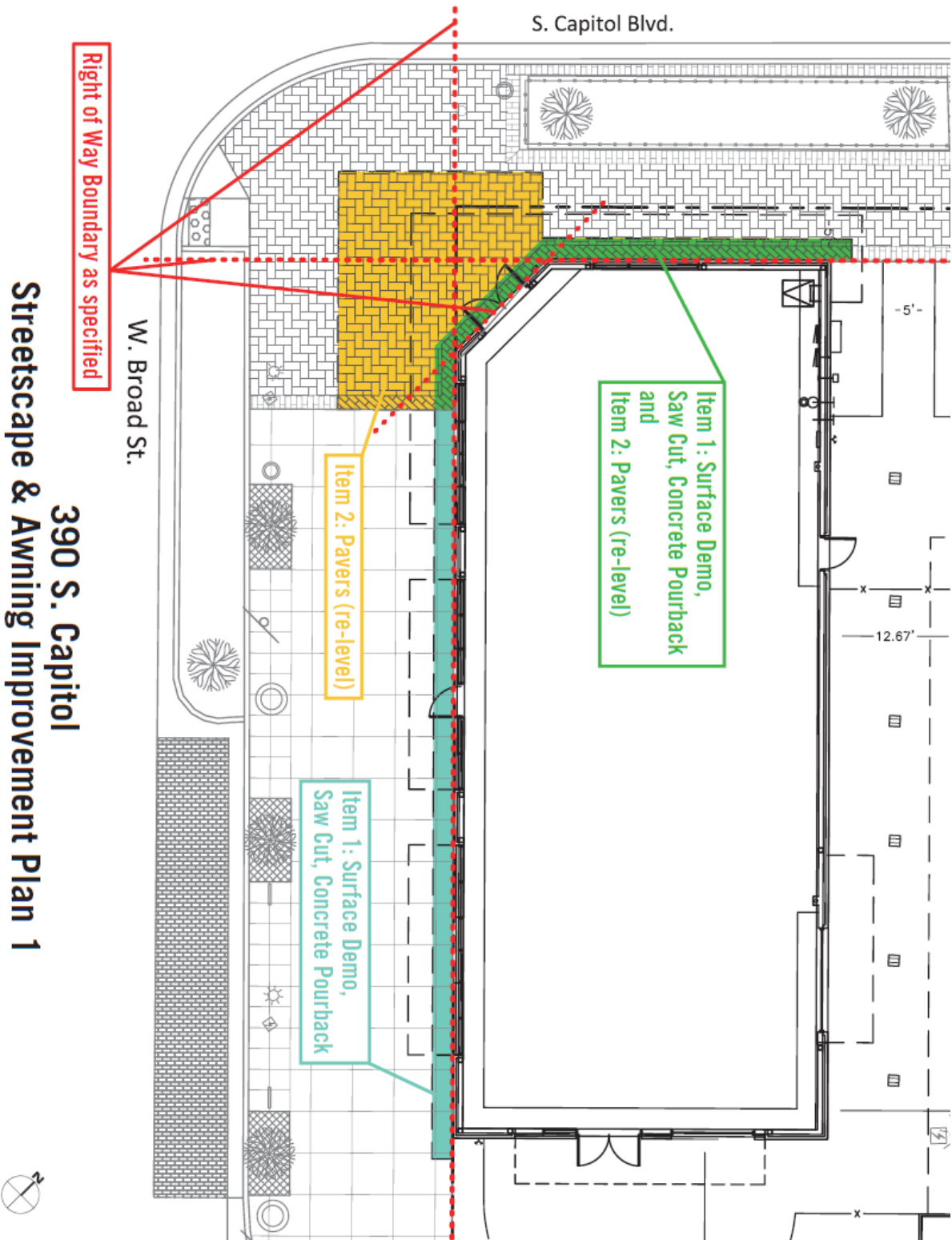


Exhibit D: Schedule of Eligible Expenses

CCDC Participation Program T1 Eligible Expenses Actual Eligible Costs To Be Determined by CCDC		
<i>Project Name: 390 S. Capitol Boulevard</i>		<i>Date: 1.30.19</i>
PUBLIC IMPROVEMENTS: (In right-of-way)		
#	ITEM DESCRIPTION:	Estimated Cost
Demolition		
1	Surface Demo, Saw Cut, Concrete Pourback	\$ 2,150.00
Site		
2	Pavers (re-level)	\$ 1,500.00
Framing		
3	Awning Structural Framing (Steel)	\$ 67,450.00
Moisture and Weatherproofing		
4	Soffits	\$ 6,628.00
5	Roofing & Flashing	\$ 9,930.00
Painting		
7	Canopy Painting	\$ 1,000.00
Material Pricing Fluctuation Contingency		
9	10% Contingency	\$ 8,865.80
		Estimate
TOTAL ELIGIBLE COSTS:		\$ 95,373.80
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 \$100,000.



IV. ACTION ITEMS



AGENDA BILL

Agenda Subject: Approval of 2018 Annual Report		Date: March 11, 2019
Staff Contact: John Brunelle, Executive Director	Attachments: 1 - Draft of 2018 Annual Report	
Actions Requested: Approve the 2018 Annual Report and direct staff to finalize the document and fulfill the statutory publication and access requirements.		

Background:

Idaho Code requires public agencies like CCDC to report on their activities each year including complete financial statements setting forth assets, liabilities, revenues, and operating expenses. These annual reports must be filed annually by March 31 with the agency's local governing body, which for CCDC is Boise City.

Agencies such as CCDC must also conduct a public meeting to report these activities and take public comment. This meeting's agenda includes the required public meeting which allows for public comment. Any member of the public is invited to comment on the draft 2018 Annual Report.

Once approved by the Board, the report will be finalized and filed with the Boise City Clerk's Office. Notice will be published in the *Idaho Statesman* that the report has been filed and is available for inspection during business hours at the City Clerk's Office and CCDC. The Agency also publishes each year's report on its website.

Fiscal Notes:

None.

Staff Recommendation:

Accept the 2018 Annual Report and to direct staff to finalize and deliver it to the Boise City Clerk, post it on the Agency's website, and publish notice in the *Idaho Statesman* that it has been filed and is available for review in the City Clerk's Office as well as at CCDC and on CCDC's website.

Suggested Motion:

I move to approve the 2018 Annual Report and to direct staff to finalize the document and fulfill statutory publication and access requirements.



2018 ANNUAL REPORT



CAPITAL CITY
DEVELOPMENT CORP

BEYOND DOWNTOWN

ASSISTING BOISE'S ECONOMIC GROWTH & DEVELOPMENT



CAPITAL CITY
DEVELOPMENT CORP



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DANA ZUCKERMAN, BOARD CHAIR



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BOARD OF COMMISSIONERS



RYAN WOODINGS
Vice Chair



DAVE BIETER
Secretary-Treasurer

JOHN BRUNELLE, EXECUTIVE DIRECTOR



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GORDON JONES
Commissioner



MARYANNE JORDAN
Commissioner



BEN QUINTANA
Commissioner



SCOT LUDWIG
Commissioner

ABOUT CCDC

Boise's redevelopment agency, Capital City Development Corporation (CCDC), catalyzes investment in the city through its own projects and public/private partnerships. CCDC focuses its work on economic development, infrastructure, place making, and mobility in its five redevelopment districts. Agency staff work hand-in-hand with local partner organizations and companies to redevelop underutilized properties and improve public places.

VISION AND MISSION STATEMENT

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 attractive urban centers, and promotes healthy community design.

BEYOND DOWNTOWN

ASSISTING BOISE'S ECONOMIC GROWTH & DEVELOPMENT

CENTRAL

District Term: FY 1989 - 2018 | Acreage: 34

30TH STREET

District Term: FY 2014 - 2033 | Acreage: 249

RIVER MYRTLE-OLD BOISE

District Term: FY 1996 - 2025 | Acreage: 340

SHORELINE *

District Term: FY 2020 - 2039 | Acreage: 195

WESTSIDE

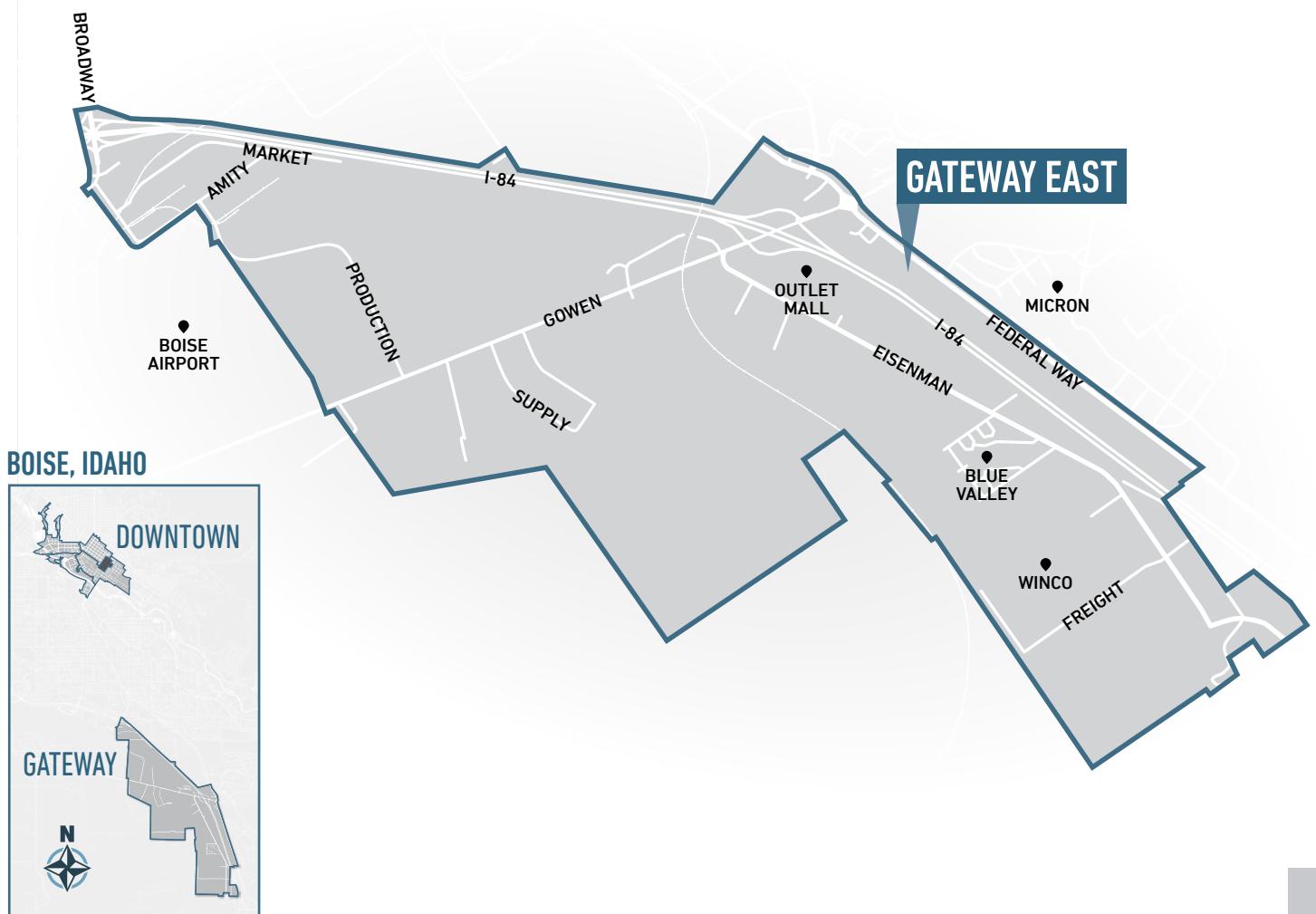
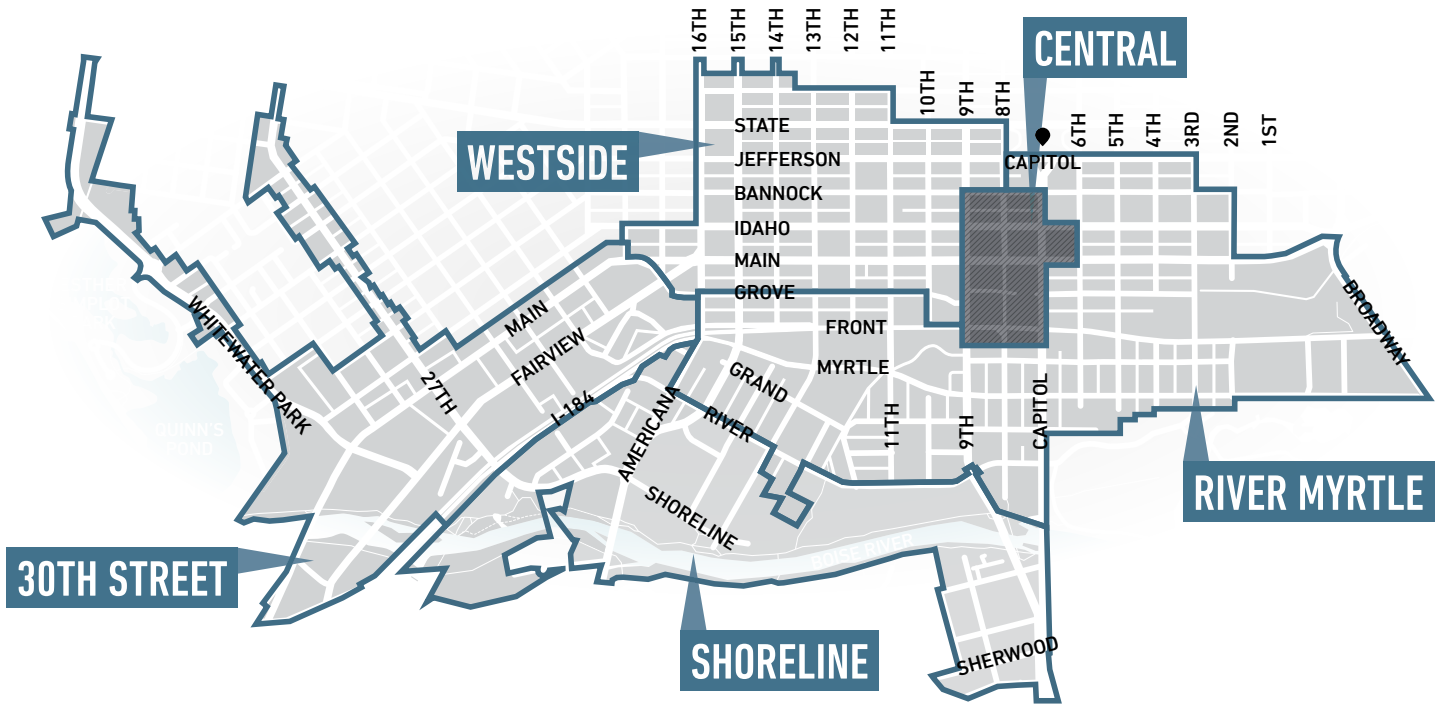
District Term: FY 2003 - 2026 | Acreage: 144

GATEWAY EAST *

District Term: FY 2020 - 2039 | Acreage: 2,643

* Formed: 2018, 1st Assessment Year: 2019, 1st Budget Year: 2020.

CCDC DISTRICTS



FIVE KEY STRATEGIES



GOALS



FIVE CORE VALUES



- PROFESSIONALISM
- LEADERSHIP

- ACCOUNTABILITY
- INTEGRITY

- TRANSPARENCY

TEN GUIDING PRINCIPLES

- 01 Working in public service provides a great opportunity to help thousands of other people by making a meaningful, permanent, and positive impact on our community.
- 02 Creating places and neighborhoods people love is a key element in making a city desirable for residents, visitors, and investors.
- 03 Expanding mobility choices, improving infrastructure and encouraging innovation are imperative actions to making Boise competitive and equitable.
- 04 Communicating with our stakeholders for guidance and buy-in helps build trust and a stronger community.
- 05 Questioning, observing, networking and experimenting triggers associational thinking and are catalysts for innovation and creative ideas.

- 06 Fostering the expansion of local enterprise and career opportunity creates economic energy in our districts and beyond.
- 07 Redeveloping properties within our districts enhances the urban environment, honors our heritage, and fuels economic growth.
- 08 Focusing on community involvement enhances our holistic approach to building a diverse and bodacious Boise.
- 09 Maximizing our unique financial powers to catalyze investment, facilitate public projects, and increase agency revenue is paramount to stable and consistent resource management.
- 10 Collaborating with public and private partners to proactively plan and complete high quality development projects advances our planning goals and enriches Boise's prosperity.

AGENCY OWNED PROPERTY

CCDC obtains strategic properties with redevelopment potential. Generally, the Agency will issue a Request for Qualifications/Proposals (RFQ/P) to the public with specific information about redevelopment objectives for the property and how the private sector can participate in the project. CCDC owns the following properties and is actively planning for redevelopment. Idaho Code 50-2011(f) requires certain reporting on Agency owned properties.

PROPERTIES ACQUIRED FOR PUBLIC USAGE

THE GROVE PLAZA: This property was owned by CCDC as an urban public park. CCDC transferred The Grove Plaza to the City of Boise after the Central District Sunset.

8TH STREET FROM MAIN TO BANNOCK: This property is a public street and sidewalk that was managed by CCDC and now by the City of Boise as a festival, café and public event street segment. CCDC transferred ownership of 8th Street to the City of Boise after the Central District Sunset.

PUBLIC PARKING GARAGES: CCDC owned 7 parking garages in 2018: 8th & Main, Capitol & Main, Capitol & Front, 9th & Front, 10th & Front, Capitol & Myrtle, and 11th & Front. The 11th & Front garage is a public-private partnership.



PROPERTIES ACQUIRED FOR REHABILITATION OR RESALE

1) 503/509/511/623/647 S ASH (0.7 ACRES): SOLD 2018

These small parcels were acquired in 2006, 2007, and 2011 for the Pioneer Corridor pathway project which connected the Boise River Greenbelt to the city center. These properties were included in a competitive RFQ/P in 2016 and the project was awarded to deChase Miksis. The property was conveyed at the start of construction in 2018 for a workforce housing project.

2) 617 S ASH (0.14 ACRES): CONVEYED 2018

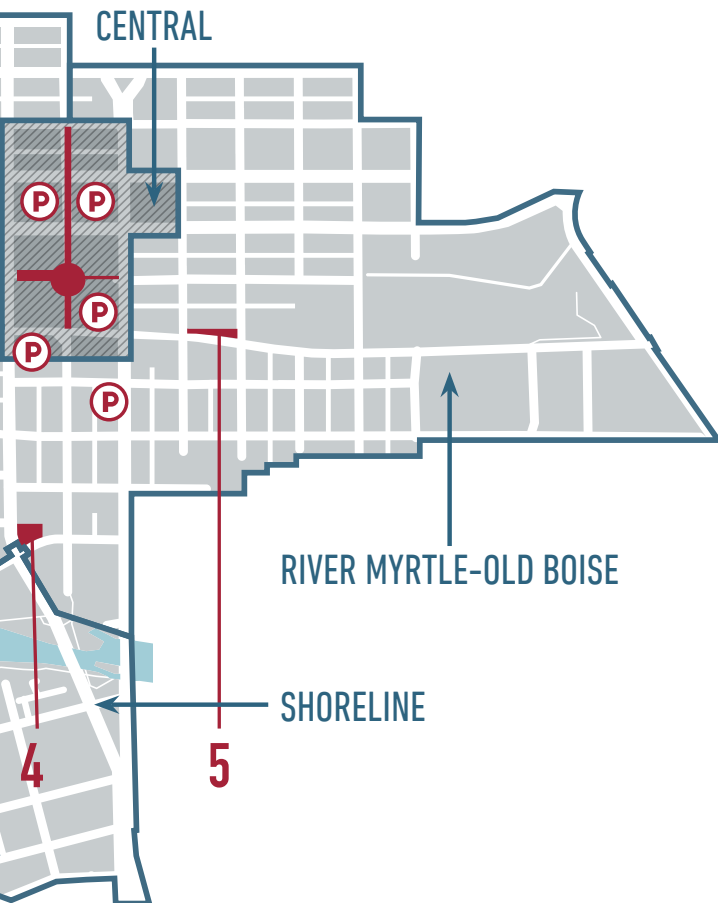
Like the above parcels, this was acquired in 2011 for the Pioneer Corridor pathway project. It includes The Hayman House, a historic home of cultural value to be preserved in the River Street neighborhood. CCDC transferred the property to the City of Boise Arts and History Department for preservation as a cultural site in May 2018.

3) 429 S. 10TH (0.08 ACRES)

This land was acquired in 2001 to help assemble property for a private development in the River Street Neighborhood. With ownership changes on the block, the completion of the new Simplot HQ/JUMP project, and construction underway on the Pioneer Crossing project, CCDC is working with area property owners to identify the best strategy for disposition.

4) 620 S. 9TH (0.6 ACRES): SOLD 2018

Acquired in 2001 as a Cultural District redevelopment property, this parcel went through a competitive RFQ/P process, and "The Afton" housing project was the selected. The developer is constructing a phased \$31-million, 54-unit condo project which incorporates structured parking, retail space, and live-work units. The first phase located at 611 S 8th Street is complete, and 620 S 9th will be the location of Phase Two of The Afton. Construction of Phase Two is underway and disposition of this parcel took place in 2018.



5) FRONT STREET REMNANT (0.32 ACRES): SOLD 2018

Left over from the Front Street realignment, this parcel was acquired in 2007 with intentions of combining it with adjacent land in a mixed-use development. In late 2016, CCDC issued a competitive RFQ/P and the project was awarded to Capitol Partners for a hospitality and parking garage development. CCDC and the developer formalized the disposition agreement terms and the property was conveyed in 2018.

6) 421 N 10TH STREET (.39 ACRES)

Acquired property in 2018, it includes an old commercial building (built 1948), and parking lot for redevelopment in the Westside district.

7) 1010 W JEFFERSON (.65 ACRES)

Acquired property in 2018 to assemble with other properties in the vicinity for a potential transformative project in an underdeveloped area of the Westside District.

KEY STRATEGIES

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 & PARKING

EXPAND MOBILITY CHOICES THAT INCLUDE PARKING AND MULTIPLE TRANSIT MODES TO ENABLE UNIVERSALLY ACCESSIBLE URBAN DISTRICTS.



4

PLACE MAKING

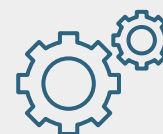
DEVELOP PUBLIC SPACES AND ENERGIZED ENVIRONMENTS WHERE A BLEND OF CULTURES AND CONCENTRATED MIX OF USES CREATE A VALUED SENSE OF PLACE.



5

SPECIAL PROJECTS

INVEST IN PROJECTS THAT RESPOND TO EMERGING REVITALIZATION OPPORTUNITIES INCLUDING PUBLIC AMENITIES, HISTORIC PRESERVATION, AND SUPPORT OF LOCAL ARTS AND CULTURE.



INVESTMENT BY KEY STRATEGY

29%
ECONOMIC DEVELOPMENT

25%
INFRASTRUCTURE

21%
MOBILITY & PARKING

24%
PLACE MAKING

1%
SPECIAL
PROJECTS



CENTRAL DISTRICT



DISTRICT TERM:
FY 1998 - 2018
ACREAGE: 34

ZIONS BANK

WELLS FARGO

clearwater

us
bank

GROVE
HOTEL

CENTRAL DISTRICT CLOSEOUT

PROJECT NAMES & LOCATIONS:

- 1 8th St. Furnishing Enhancements
- 2 Capitol Blvd. Bike Lane and Streetscapes
- 3 Freak Alley and Union Block Alley Improvements
- 4 Geothermal Extension
- 5 Repairs to the existing Central District Streetscapes

DESCRIPTION: The Central District has reached the end of its 30 year term. The final year of the district was spent improving and completing essential maintenance upon an already great downtown core.

TOTAL DEVELOPMENT COSTS: \$3,100,000

PROJECT STATUS: Complete





1 8TH ST. FURNISHING ENHANCEMENTS

LOCATION: 8th St., between Main and Bannock

DESCRIPTION: In 2018, CCDC repaired the streetscapes on 8th St., from Main St. to Bannock St. The furnishing enhancements included new street lights, planters, bike racks, and irrigation systems. Automatic bollards were added to 8th St. to more easily close down the street for public events and festivals. Trees were replaced where needed. 8th St. is one of downtowns most visited public spaces. CCDC transferred ownership of this section of 8th St. to the City of Boise as part of the Central District Sunset.

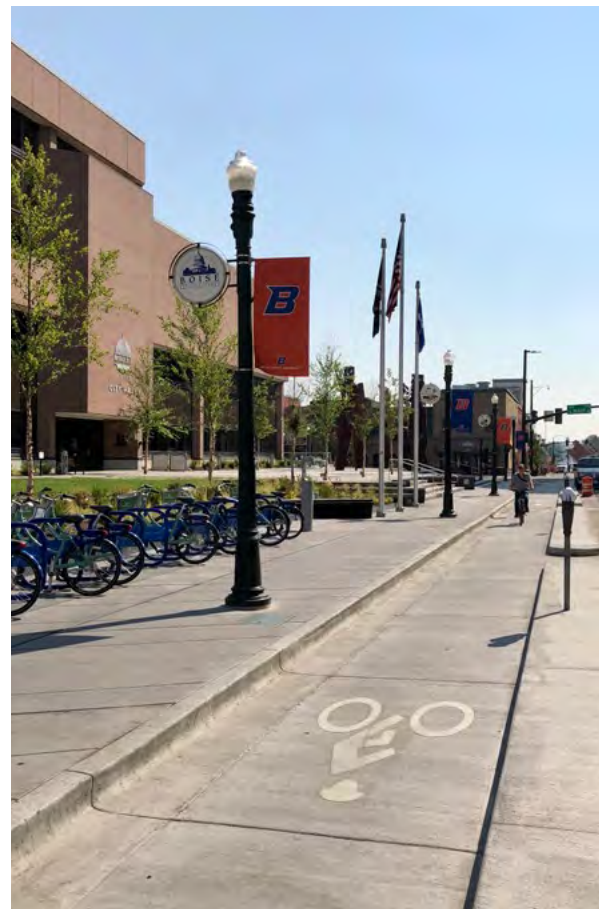




2 CAPITOL BLVD. STREETSCAPES & BIKE LANE

LOCATION: East Side of Capitol Blvd., between Front St. and Bannock St.

DESCRIPTION: The project includes 3 block faces with improvements including new sidewalks, curb and gutter, street trees and tree grates, historic streetlights, pedestrian ramps, and furnishings such as bike racks, litter receptacles and benches for public use. The streetscapes are constructed per the Boise City Streetscape Standards Manual using brick and concrete sidewalks. The project also includes installation Silva Cells. Silva cells are a suspended pavement system that allows street trees to grow larger and live longer healthier. The project also included a new, protected bike lane between Front St. and Bannock St.





3 FREAK ALLEY AND UNION BLOCK ALLEY

LOCATION: Parallel to, and in between Idaho St. and Bannock St., from 9th St. to Capital Blvd.

DESCRIPTION: The project was designed to reimagine alleys as public spaces for pedestrians. It included making the space more inviting by improving alley walking surfaces and adding overhead lighting. Waste and recycling receptacles were reduced and centralized to open the space up. Added lighting and better drainage.

4 GEOTHERMAL EXTENSION

LOCATION: Idaho St. between Capitol and 8th St.

DESCRIPTION: CCDC works with the City of Boise to help expand the underground geothermal system to promote and expand the use of the green and renewable energy source in downtown.

5 REPAIRS TO THE EXISTING CENTRAL DISTRICT STREETSCAPES

LOCATION: 6 Blocks of the Central District

DESCRIPTION: This project included multiple, district wide updates and upgrades to the 10 blocks of the Central District. Upgrades included replacing all non-compliant tree grates with ADA compliant tree grates. Benches and bike racks were repaired and many more were added throughout the Central District. Loading zones were reconfigured to enhance pedestrian use of downtown sidewalks.

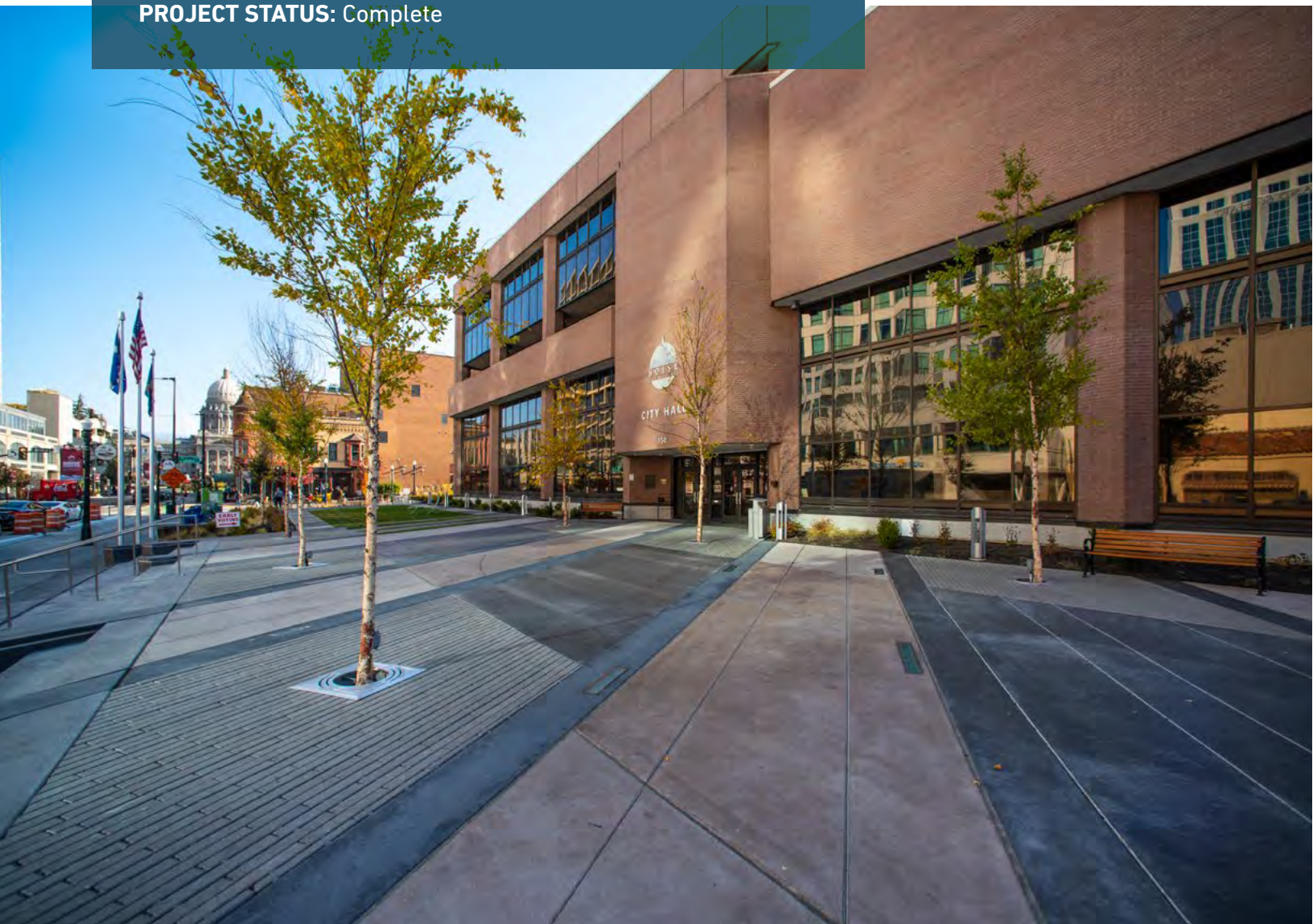
CITY HALL PLAZA

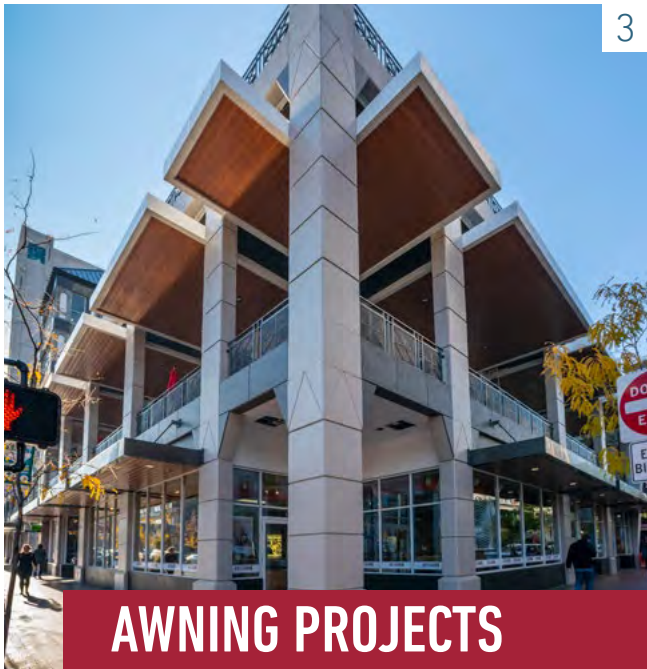
PROJECT NAME: City Hall Plaza

LOCATION: Capitol Blvd. between Main and Idaho

DESCRIPTION: In 2017 and 2018 the City of Boise renovated the City Hall Plaza to create an enhanced pedestrian and visitor experience with features to enliven the downtown core. CCDC partnered with the City to share the cost of construction for the civic plaza. The renovation includes a new “skim” fountain, a protected bike lane along Capitol, new hardscape, green storm water infrastructure, and water-wise landscaping.

PROJECT STATUS: Complete





AWNING PROJECTS

PROJECT NAMES & LOCATIONS:

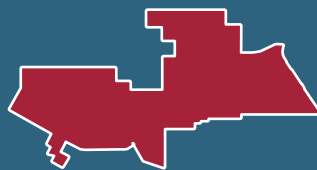
- 1** Business Interiors of Idaho: 176 S. Capitol Blvd. **2** Wells Fargo Center Retail: 801 W. Main St.
3 Main + Marketplace: 100 N. 8th St. **4** Diablo & Sons: 246 N. 8th St.

DESCRIPTION: Awnings are another great streetscape addition that helps provide shelter from the direct sun, rain, and snow. Awnings make walking around downtown a little bit more pleasant. Awnings extend over the public sidewalks and right of ways.

CCDC PARTICIPATION: \$150,000 (per project) – Type 1 Participation Program

PROJECT STATUS: Complete

RIVER MYRTLE – OLD BOISE DISTRICT



DISTRICT TERM:
FY 1996 – 2025
ACREAGE: 340



BROAD STREET

PROJECT NAME: Broad Street Improvements

LOCATION: Broad St. between Capitol and 2nd St.

DESCRIPTION: CCDC partnered with the City to reconstruct Broad Street as part of the Central Addition LIV District plans. The project included creative and eco-friendly design with streetscape amenities (lights, benches, trees/ planters, permeable pavers, green storm water infrastructure, etc.), extend the geothermal system, install additional fiber optic resources, and utilize innovative storm water solutions. This investment has catalyzed significant private investment in the district, including a hotel, a large multifamily apartment and more housing projects in planning.

TOTAL COST: \$6,200,000

PROJECT STATUS: Completed FY2018





THE AFTON – PHASE 2

PROJECT NAME: 620 S. 9th – The Afton – PP Type 5

DEVELOPER: RMH Company

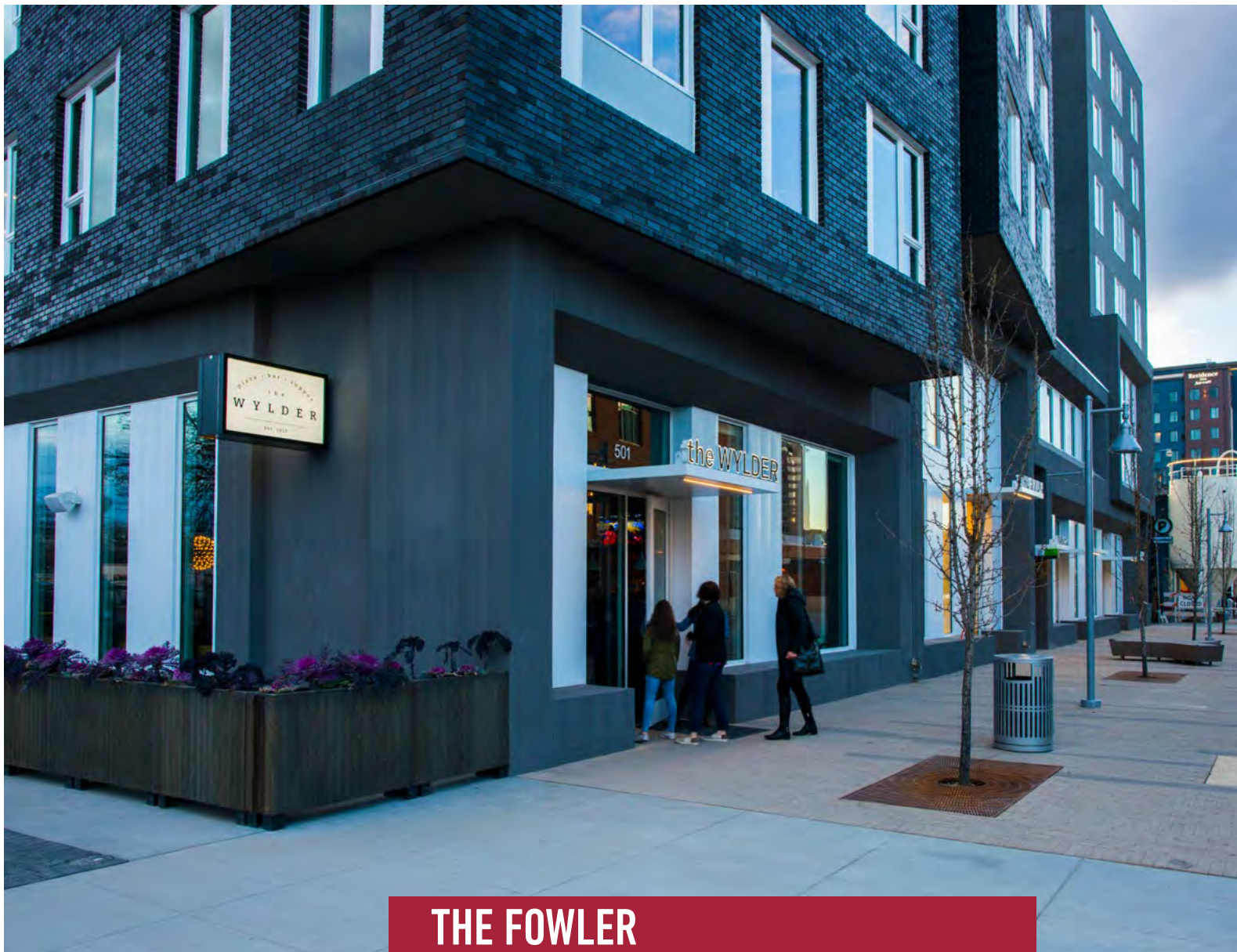
SIZE: 54 Condominiums (Phase 1 and 2)

TOTAL DEVELOPMENT COSTS: \$31,000,000 (approx.)

CCDC PARTICIPATION: \$2,000,000 – Type 5

PROJECT STATUS: Phase 1 Complete, Phase 2 Under Construction





THE FOWLER

PROJECT NAME: 401 S. 5th – Fowler – PP Type 3

DEVELOPER: LocalConstruct

SIZE: 159 Apartments, 192 Structured Parking Spaces

TOTAL DEVELOPMENT COSTS: \$28 Million (approx.)

CCDC PARTICIPATION: \$555,000 – Type 3

PROJECT STATUS: Complete Spring 2018



ASH STREET TOWNHOMES

PROJECT NAME: 530 Ash St. – Ash Street Townhomes – PP Type 5

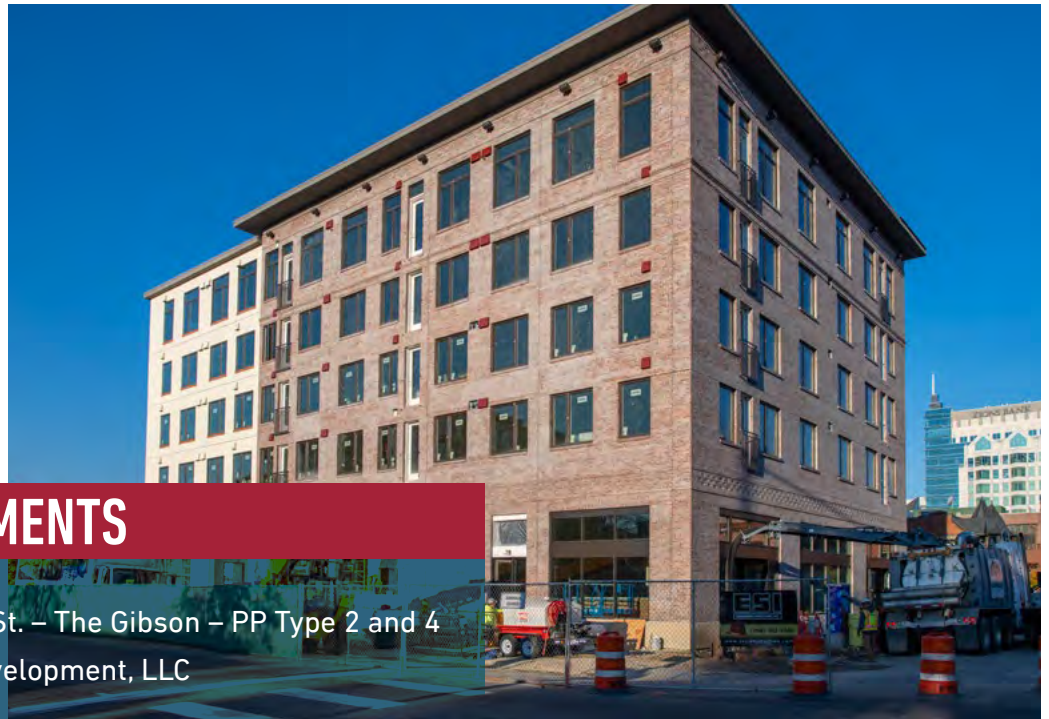
DEVELOPER: deChase Miksis

SIZE: 31 Workforce Apartments

TOTAL DEVELOPMENT COSTS: \$8,000,000 (approx.)

CCDC PARTICIPATION: \$997,000 – Type 5

PROJECT STATUS: Under Construction



THE GIBSON APARTMENTS

PROJECT NAME: 505 W. Idaho St. – The Gibson – PP Type 2 and 4

DEVELOPER: 5th and Idaho Development, LLC

SIZE: 81 Apartments

TOTAL DEVELOPMENT COSTS: \$15,500,000 (approx.)

CCDC PARTICIPATION: \$1,100,000 – Type 2 and Type 4

PROJECT STATUS: Complete December 2018



HILTON GARDEN INN

PROJECT NAME: 1100 Front St. – Hilton Garden Inn – PP Type 3

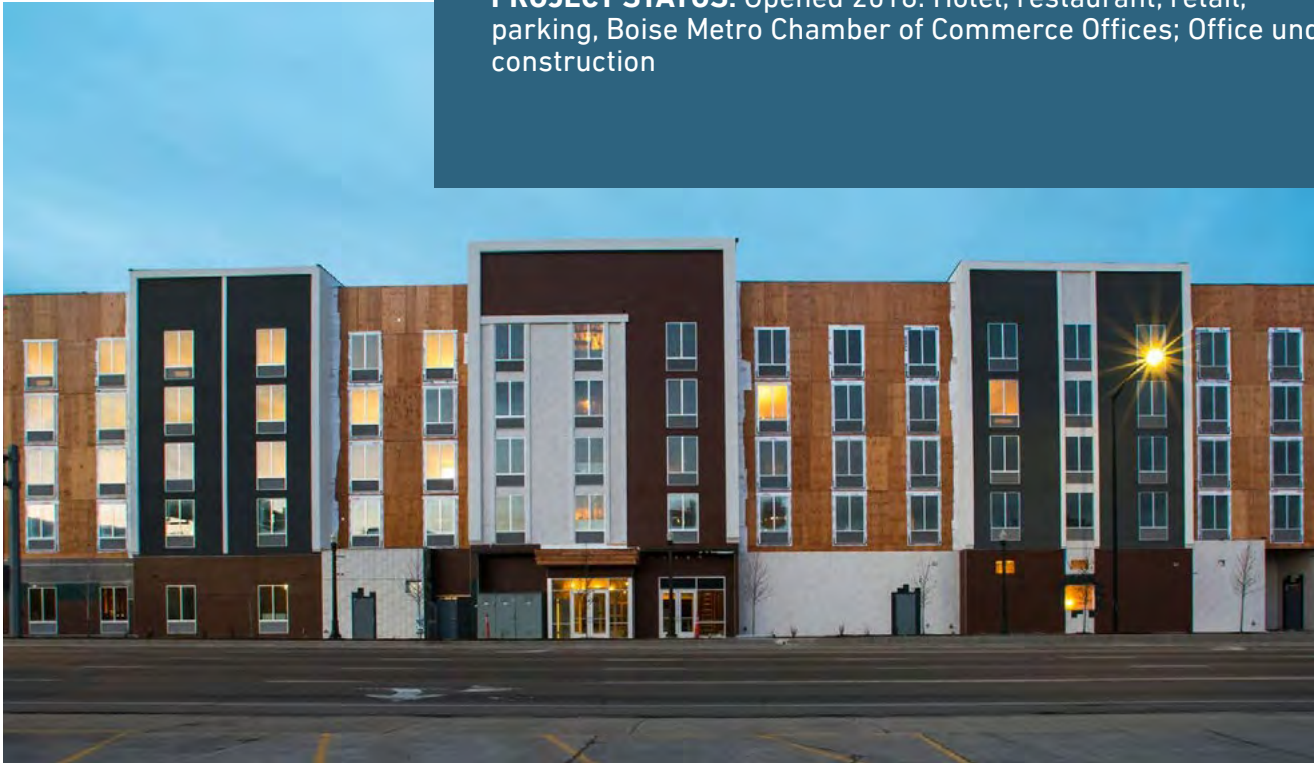
DEVELOPER: Ball Ventures

SIZE: 136 Rooms

TOTAL DEVELOPMENT COSTS: \$52,000,000

CCDC PARTICIPATION: \$4,300,000

PROJECT STATUS: Opened 2018: Hotel, restaurant, retail, parking, Boise Metro Chamber of Commerce Offices; Office under construction



6TH & FRONT HOTEL & PARKING GARAGE

PROJECT NAME: 502 w. Front St. – Hotel and Parking Garage – PP Type 3

DEVELOPER: Capitol Partners

SIZE: 130 Rooms, 500 Parking Spaces

TOTAL DEVELOPMENT COSTS: \$25,000,000 (approx.)

CCDC PARTICIPATION: \$2,700,000 for public improvements (parking leases)

PROJECT STATUS: Under Construction



11TH & FRONT PARKING GARAGE

PROJECT NAME: 1101 Front St. – 11th & Front Parking Garage – Purchase and Sale Agreement

DEVELOPER: Gardner Company

SIZE: 827 parking spaces (250 owned by CCDC)

TOTAL DEVELOPMENT COSTS: \$52,000,000 (approx.)

CCDC PARTICIPATION: \$5,400,000

PROJECT STATUS: Open February 2018



2018 STREETScape IMPROVEMENTS

PROJECT NAME: 2018 Streetscape Improvements

LOCATION: 2 blocks on Main St. between Capitol and 5th St., ½ block on Capitol Blvd. between Main and alley, 1 block on 6th between Main and Idaho, and ½ block on Main between 14th and alley.

DESCRIPTION: The project includes 5 block faces with improvements including new sidewalks, curb and gutter, street trees and grates, historic streetlights, pedestrian ramps, and furnishings such as bike racks, litter receptacles and benches for public use. The streetscapes are constructed per the Boise City Streetscape Standards Manual using brick and concrete sidewalks. The project also includes installation Silva Cells. Silva cells are a suspended pavement system that allows street trees to grow larger and live longer healthier lives in an urban environment, and reduces storm water runoff into the river.

TOTAL COST: \$350,000

PROJECT STATUS: Complete





RIVER STREET LOFTS

PROJECT NAME: 535 15th St. – River Street Lofts – Type PP Type 1

DEVELOPER: River St. Lofts, LLC

SIZE: 10 Townhomes

TOTAL DEVELOPMENT COSTS: \$1,600,000 (approx.)

CCDC PARTICIPATION: \$150,000 – Type 1

PROJECT STATUS: Under Construction

TRAILHEAD

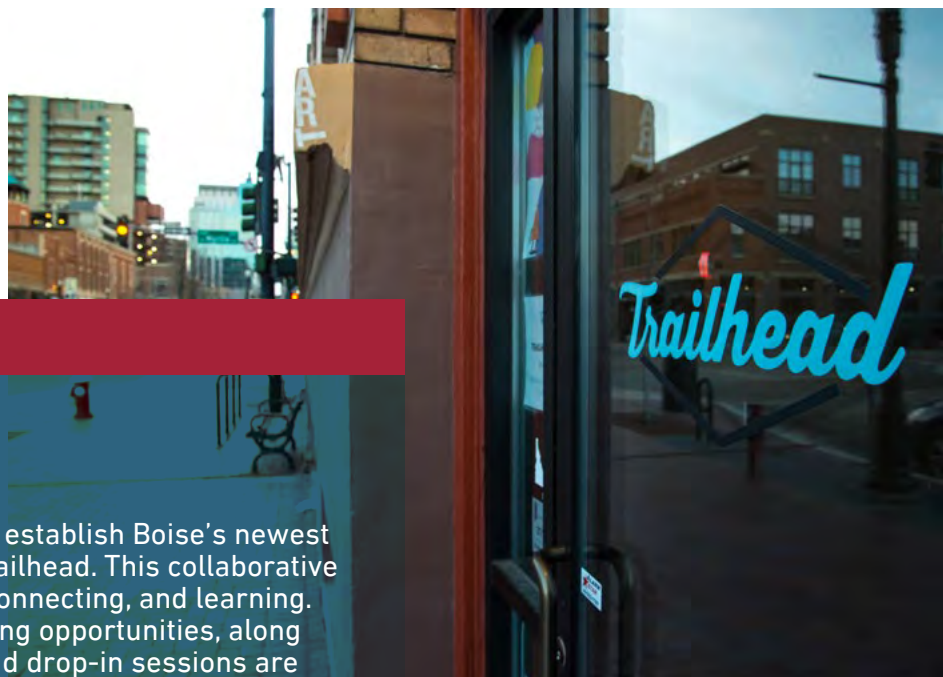
PROJECT NAME: Trailhead

LOCATION: 500 South 8th St.

DESCRIPTION: In March 2015, CCDC helped establish Boise's newest space for innovators and entrepreneurs, Trailhead. This collaborative professional place encourages gathering, connecting, and learning. Educational programming, unique networking opportunities, along with structured and unstructured events and drop-in sessions are offered. Trailhead is a non-profit, community effort focused on helping develop the next generation of business successes in the Boise valley.

TOTAL COST: \$75,000 annually for rent, maintenance, and utility assistance

PROJECT STATUS: Ongoing





VERRASO

PROJECT NAME: 1420 Front St. – Verraso – PP Type 1

DEVELOPER: Envision 360, Inc

SIZE: 8 Apartments

TOTAL DEVELOPMENT COSTS: \$1,600,000 Million

CCDC PARTICIPATION: \$150,000 – Type 1

PROJECT STATUS: Complete 2018



FRONT AND MYRTLE ALTERNATIVES ANALYSIS

PROJECT NAME: Front and Myrtle Alternatives Analysis

LOCATION: Front and Myrtle St. from 13th Street to Broadway

DESCRIPTION: Through the Front and Myrtle Alternatives Analysis, CCDC worked with ITD to identify a number of improvements along Front and Myrtle that could be accomplished immediately as part of a road maintenance project. These included installing conduit to allow for installation of future signals, improving the Pioneer Pathway connection at 11th and Myrtle, and extending 20 corners at various intersections. When this work is complete in early 2018, it will create almost 1,400 square feet of new sidewalk at various corners along Front and Myrtle.

TOTAL COST: \$200,000 for study

PROJECT STATUS: Complete 2018



WESTSIDE DISTRICT



DISTRICT TERM:
FY 2003 - 2026
ACREAGE: 144



BIKE RACK INFILL PROJECTS

PROJECT NAME: Bike Rack Infill projects

LOCATION: 8th and Main (in front of Taphouse), 16th and Main (in front of HandleBar), 10th and Main (in front of Zen Bento)

DESCRIPTION: Bike corrals were installed outside of Taphouse and HandleBar. The Bike Corrals hold approximately 15 bikes and are placed on the road, generally in a car park space, with permission from ACHD.

TOTAL COST: \$10,000

PROJECT STATUS: Complete



IDAHO STREET TOWNHOMES

PROJECT NAME: W. Idaho St. – Idaho Street Townhomes – PP Type 1

DEVELOPER: Hale Development

SIZE: 15 units

DESCRIPTION: The Idaho Street Townhomes were constructed between 16th and 17th south of Idaho Street on a vacant lot. The Idaho Street Townhomes, a 15 unit residential project in two phases. CCDC provided funding for public improvements required before vertical construction could take place.

TOTAL DEVELOPMENT COSTS: \$3,600,000 Million

CCDC PARTICIPATION: \$115,000 – Type 1

PROJECT STATUS: Phase II Complete in 2018



30TH STREET DISTRICT



DISTRICT TERM:
FY 2014 - 2033
ACREAGE: 249



NEW PATH COMMUNITY HOUSING

PROJECT NAME: 2200 W Fairview - New Path Community Housing- PP Type 1

DEVELOPER: Thomas Development, Pacific Communities, and Northwest Integrity

SIZE: 40 Permanent Supportive Housing Units

DESCRIPTION: Boise's first permanent supportive housing for chronically homeless.

TOTAL DEVELOPMENT COSTS: \$7,300,000

CCDC PARTICIPATION: \$125,000 – Type 1

PROJECT STATUS: Complete



WHITTIER ELEMENTARY

PROJECT NAME: 391 N. 29th Street – Whittier Elementary – PP Type 4

DEVELOPER: Boise School District

DESCRIPTION: The original Whittier Elementary School was built in 1948 and is now only large enough to accommodate half of the students, and the other half are housed in temporary classroom buildings on site. The Boise School District is currently building a new 68,000 SF elementary building with off-street parking and drop-off areas, a playground, a public plaza, additional site landscaping, and substantial right-of-way improvements. The existing elementary school will remain in use while the new building is under construction, and will be renovated for use as a community center after the new school is operational.

TOTAL DEVELOPMENT COSTS: \$15,500,000

CCDC PARTICIPATION: \$540,000 – Type 4

PROJECT STATUS: Under Construction





SHORELINE DISTRICT



DISTRICT TERM:
FY 2020 - 2039
ACREAGE: 195

NEW DISTRICT: Boise's newly established Shoreline Urban Renewal District will solve public infrastructure deficiencies in the Lusk Street Neighborhood, revitalize the River Street neighborhood, enhance amenities and mobility along the Boise River, as well as assist in development of a mixed-use neighborhood center.

The City of Boise directed CCDC to proceed with the Shoreline District formation process. Initial investigations began in early 2017, approved of by stakeholders and partner agencies, and formally adopted on December 18, 2018. The Shoreline District took effect January 1, 2019, and will remain an active district for 20 years, and terminate in year 2039.

LOCATION: The district is located in downtown Boise and is generally bounded by I-184, River Street, Capitol Boulevard, Sherwood Street, and the southern bank of the Boise River.







GATEWAY EAST DISTRICT



DISTRICT TERM:
FY 2020 - 2039
ACREAGE: 2,643

NEW DISTRICT: One of Boise's two new redevelopment districts, the Gateway East District holds opportunity to diversify Boise's economy, create quality jobs, and plan for industrial growth by improving infrastructure and promoting industrial development in and around Boise's Airport Planning Area. The City of Boise approved the Urban Renewal Plan for the Gateway East Economic Development Project Area in December 2018. The Gateway East District will begin receiving tax increment revenue for public infrastructure investment in early 2020 and will terminate operations and collection of tax increment revenue in 2039.

LOCATION: The district is located southeast of the Boise Airport. The District is generally bounded by Interstate 84 to the north, Federal Way to the east, Boise city limits to the south, and the Boise Airport to the west.





PARKING & MOBILITY



Expand mobility choices that include parking and multiple transit modes to enable universally accessible urban districts.

11TH & FRONT PARKING GARAGE

PROJECT NAME: 11th & Front Parking Garage - Purchase and Sale Agreement

DEVELOPER: Gardner Company

SIZE: 827 parking spaces (250 owned by CCDC)

TOTAL DEVELOPMENT COSTS: \$52,000,000

CCDC PARTICIPATION: \$5,400,000

PROJECT STATUS: Open February 2018





PARKBOI GARAGES

PROJECT NAME: ParkBOI Garage Painting and Signage

LOCATION: Downtown public parking garages

DESCRIPTION: CCDC invested in updating its parking garages with new, highly visible signage, and interior painting of the garage stairwell and elevator lobbies. The exterior of the 9th & Front garage was also painted. The new signage and painting aligns with the new ParkBOI branding, a co-branding project with CCDC's garages and the City of Boise's on-street, metered parking.

TOTAL COST: \$275,000 (Signage) \$72,000 (9th and Front Exterior)
\$125,000 (interior painting 5 garages)

PROJECT STATUS: Complete

BIKE RACK INFILL PROJECTS

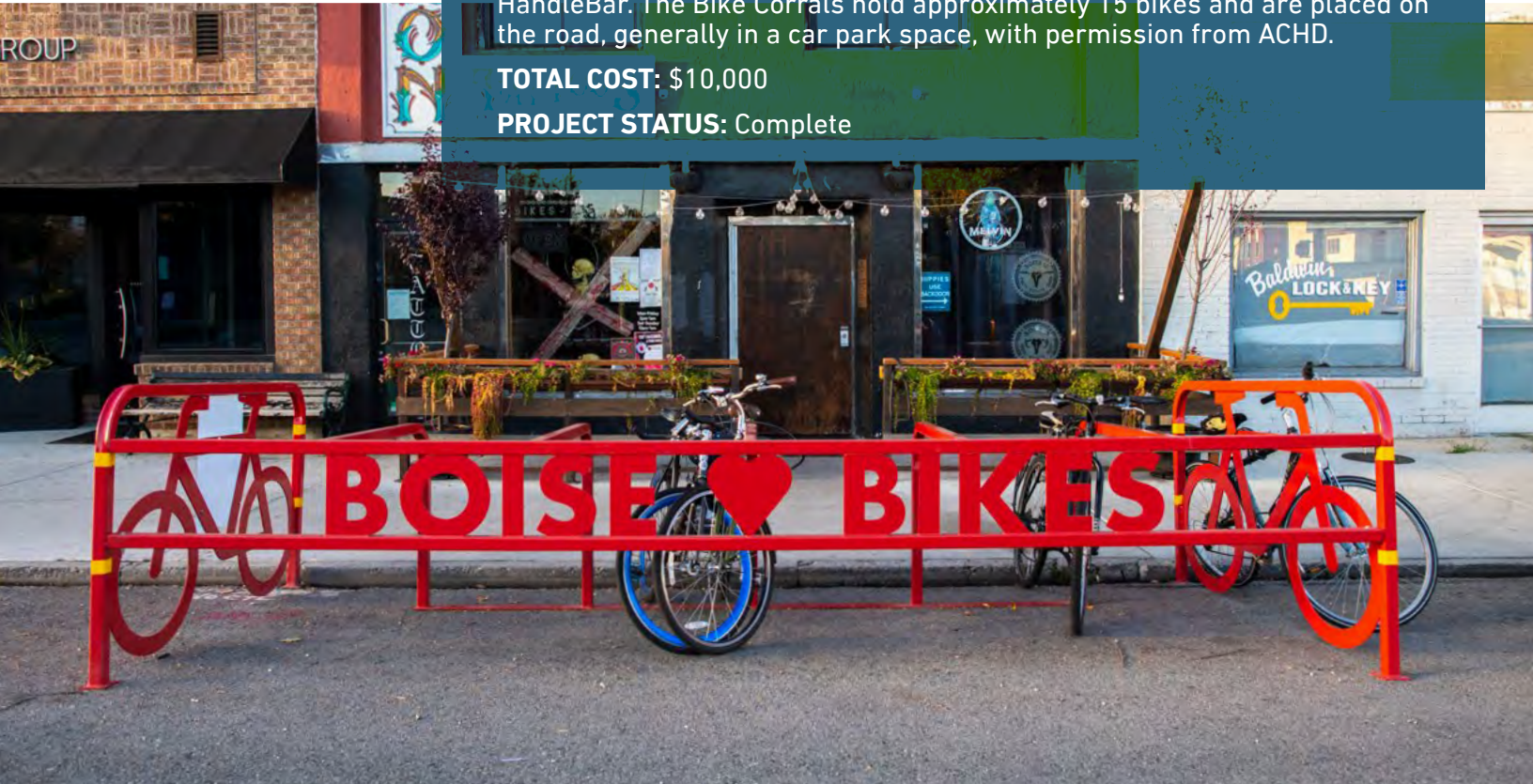
PROJECT NAME: Bike Rack Infill projects

LOCATION: 8th and Main (in front of Taphouse), 16th and Main (in front of HandleBar), 10th and Main (in front of Zen Bento)

DESCRIPTION: Bike corrals were installed outside of Taphouse and HandleBar. The Bike Corrals hold approximately 15 bikes and are placed on the road, generally in a car park space, with permission from ACHD.

TOTAL COST: \$10,000

PROJECT STATUS: Complete



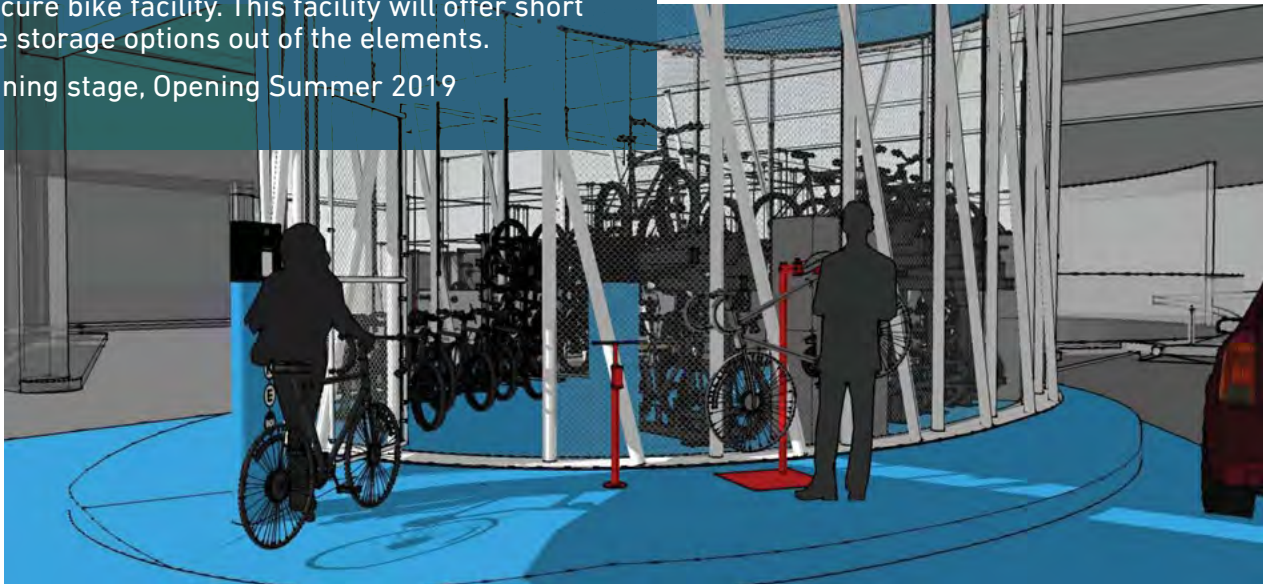
SECURE BIKE STORAGE 9TH & MAIN GARAGE

PROJECT NAME: Secure Bike Storage

LOCATION: Inside 9th & Main Garage

DESCRIPTION: To help promote other modes of transportation, CCDC is building an indoor, secure bike facility. This facility will offer short term and long term bike storage options out of the elements.

PROJECT STATUS: Planning stage, Opening Summer 2019





PARK AND RIDE SHUTTLE

PROJECT NAME: Park and Ride Shuttle

LOCATION: Elder Street to Downtown

DESCRIPTION: CCDC and the City of Boise in partnership with Valley Regional Transit and Boise State University are running a Park and Ride Shuttle. This FREE service runs from the Elder Street Park & Ride lot to downtown. It runs between 7am-10am and 4pm-7pm.

TOTAL COST: \$105,000 (FY 2018)

PROJECT STATUS: Ongoing

FRONT AND MYRTLE ALTERNATIVES ANALYSIS

PROJECT NAME: Front and Myrtle Alternatives Analysis

LOCATION: Front and Myrtle Street from 13th Street to Broadway

DESCRIPTION: Through the Front and Myrtle Alternatives Analysis, CCDC worked with ITD to identify a number of improvements along Front and Myrtle that could be accomplished immediately as part of a road maintenance project. These included installing conduit to allow for installation of future signals, improving the Pioneer Pathway connection at 11th and Myrtle, and extending 20 corners at various intersections. When this work is complete in early 2018, it will create almost 1,400 square feet of new sidewalk at various corners along Front and Myrtle.

TOTAL COST: \$200,000 for study

PROJECT STATUS: Complete 2018



2018 FINANCIAL STATEMENTS

STATEMENT OF NET POSITION

AS OF SEPTEMBER 30, 2018 AND 2017

	2017	2018	Percentage Change 2017-2018
Current & Other Assets	\$65,673,842	\$59,085,670	(10.0%)
Capital Assets	26,090,765	31,132,031	19.3%
Total Assets	91,764,607	90,217,701	(1.7%)
Deferred Outflows of Resources	336,452	293,796	(12.7%)
Long-term Debt Outstanding	28,600,443	22,983,223	(19.6%)
Other Liabilities	3,264,541	2,879,798	(11.8%)
Total Liabilities	31,864,984	25,863,021	(18.8%)
Deferred Inflows of Resources	17,010,785	14,139,390	(16.9%)
Net Position			
Net Investment in Capital Assets	18,908,624	26,833,654	41.9%
Restricted & Unrestricted	24,316,666	23,675,432	(2.6%)
Total Net Position	\$43,225,290	\$50,509,086	16.9%

Approximately 53% of the Agency's net position is invested in Capital Assets (i.e. land, buildings, equipment, parking facilities, and other, net of long term liabilities) with remaining balance of net position to provide for ongoing obligations and subsequent year activities.

Revenues: *Charges for Services* include lease revenues from the Ada County Courthouse Corridor Project. *Operating Grants & Contributions* include various reimbursements. *Parking revenues* include proceeds generated from operating the public parking garages. *General Revenues* include earnings on investments. Overall, total Agency revenues increased \$3,101,158 compared with the prior year. Additionally, tax increment revenues increased \$2,901,404 compared to fiscal year 2017, reflecting strong economic conditions and higher property values.

Expenses: *Community Development* includes the general expenses of the Agency related to fulfilling its mission. *Interest on Long-Term Debt* includes the interest portion of payments related to long-term financing arrangements. *Parking Facilities* includes the cost of operating the public parking system. Overall, total Agency expenses in fiscal year 2018 increased \$1,294,158. The change was primarily due to the major community development projects such as Central District Closeout Improvement Project.

STATEMENT OF ACTIVITIES

FOR YEARS ENDED SEPTEMBER 30, 2018 AND 2017

	2017	2018	Percentage Change 2017-2018
Revenues			
Program Revenues			
Charges for Services	\$227,215	\$373,096	64.2%
Operating Grants & contributions	1,599,082	655,117	(59.0%)
Parking	6,825,914	7,837,852	14.8%
Total Program Revenue	8,652,211	8,866,065	2.5%
General Revenue			
Property Tax Increment	15,092,756	17,994,160	19.2%
Unrestricted Investment Earnings	38,554	71,570	85.6%
Total Revenues	23,783,521	26,931,795	13.2%
Expenses			
Program Expenses			
Community Development	13,468,656	14,974,021	11.2%
Interest on Long-Term Debt	1,183,687	961,936	(18.7%)
Parking Facilities	3,702,090	3,712,043	0.3%
Total Program Expenses	18,354,433	19,648,000	7.0%
Increase in Net Position	5,429,088	7,283,795	
Net Position - Beginning	37,796,202	43,225,290	14.4%
Net Position - Ending	\$43,225,290	\$50,509,085	16.9%

The Statement of Activities provides a summary of the Agency's operation for the fiscal year ended September 30, 2018. Prior year data is presented for comparison purposes.



FINANCIAL HIGHLIGHTS

- The fiscal year 2018 budget was amended once during the year. The budget was decreased for amounts related to the timing of capital improvement projects that were continued into the next fiscal year.
- The Agency's total assets and deferred outflows of resources exceeded its liabilities and deferred inflow of resources at the close of the fiscal year 2018 by \$50,509,084. Of this total, \$26,833,654 is invested in capital assets (net of debt).
- At fiscal year close, the Agency's governmental funds reported a combined ending fund balance of \$42,545,876, of which \$41,425,432 is nonspendable, restricted, committed or assigned.
- During fiscal year 2018 the Agency's expenses were \$19,648,000 compared to the \$18,354,433 reported in 2017. The change was primarily due to the increase in community development expenses related to the Central District Closeout Improvement Project.



- Total revenues increased by \$3,148,273. The majority of the increase was a result of increased property tax increment revenue. Interest and fees expense on long-term debt in governmental activities decreased by \$221,750 compared with fiscal year 2017. The Agency has refunded the Series 2010 B-1 bond and redeemed early the Series 2010 C bond in fiscal year 2017. The Agency also paid issuance costs for the refunded debt. In fiscal year 2018, no refunding or early redemption occurred.
- The Agency's key revenues are parking revenues and revenue allocation district revenues (tax increment revenue). Parking revenues increased \$1,011,938 primarily due to: 1) increased parking activity and 2) parking rate changes effective February 1, 2018. Revenue allocation increased about 19.22% or \$2,901,404 in fiscal year 2018 as compared to the prior year due to the increased property valuations and new construction in Agency urban renewal districts.

Surround yourself with a trusted and loyal team. It makes all the difference.



1 A sneak peak of the New Path Community Housing project in 30th Street District

2 CCDC rakes up Boise

3 CCDC is dressing up for Treefort

4 May In Motion Luncheon



5 Touring the new Gibson Apartments on 5th and Idaho

6 CCDC staff and family take a break at summer BBQ

7 CCDC staff supporting the Women's and Childrens Alliance



CAPITAL CITY DEVELOPMENT CORP

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 ATTRACTIVE URBAN CENTERS, AND PROMOTES HEALTHY COMMUNITY DESIGN.

Boise's Redevelopment Agency, Capital City Development Corporation (CCDC), catalyzes investment in the city through its own projects and public/private partnerships. CCDC focuses its work on economic development, infrastructure, place making, and mobility in four redevelopment districts. The Agency works hand-in-hand with local partner organizations and companies to redevelop underutilized properties and improve public places.

CCDC STRATEGIC GOALS

(1) Safe and Secure Community; (2) Healthy Community; (3) Connected Community; (4) Environmentally Sustainable Community; (5) Strong, Diverse Local Economy; (6) Creative and Engaged Culture; (7) Innovative and High Performing Organization.



ParkBOI GARAGES



There are 3,395 parking spaces in seven parking garages collectively referred to as ParkBOI. Structured parking contributes to a vibrant city and strong economy.

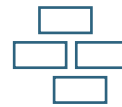
"FIRST HOUR FREE" ACCOUNTS FOR **\$2,300,000+**
IN PARKING REVENUE  GIVEN AWAY BY CCDC EVERY YEAR!

FIVE KEY STRATEGIES



ECONOMIC DEVELOPMENT

Cultivate commerce and grow resilient, diversified, and prosperous local economies.



INFRASTRUCTURE

Improve public infrastructure to attract new investment and encourage best use of property.



MOBILITY

Expand mobility choices that include parking and multiple transit modes to enable universally accessible urban districts.



PLACE MAKING

Develop public spaces and energized environments where a blend of cultures and concentrated mix of uses create a valued sense of place.

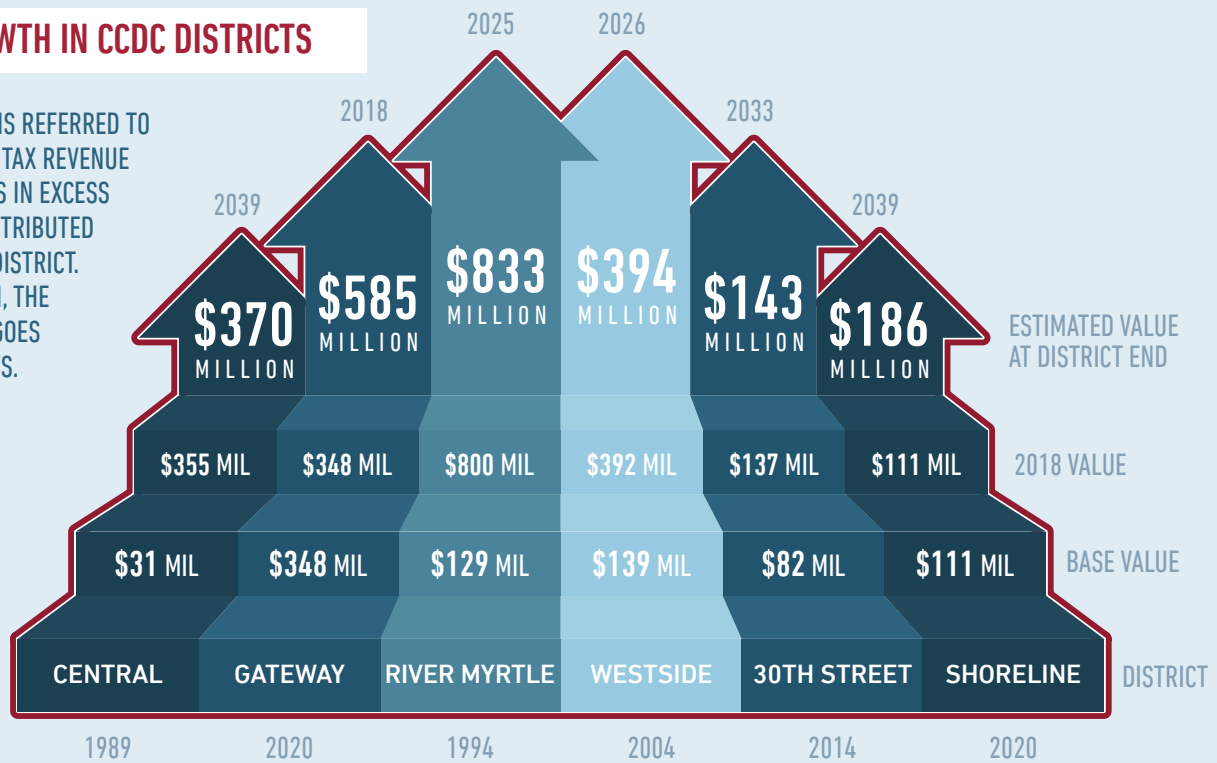


SPECIAL PROJECTS

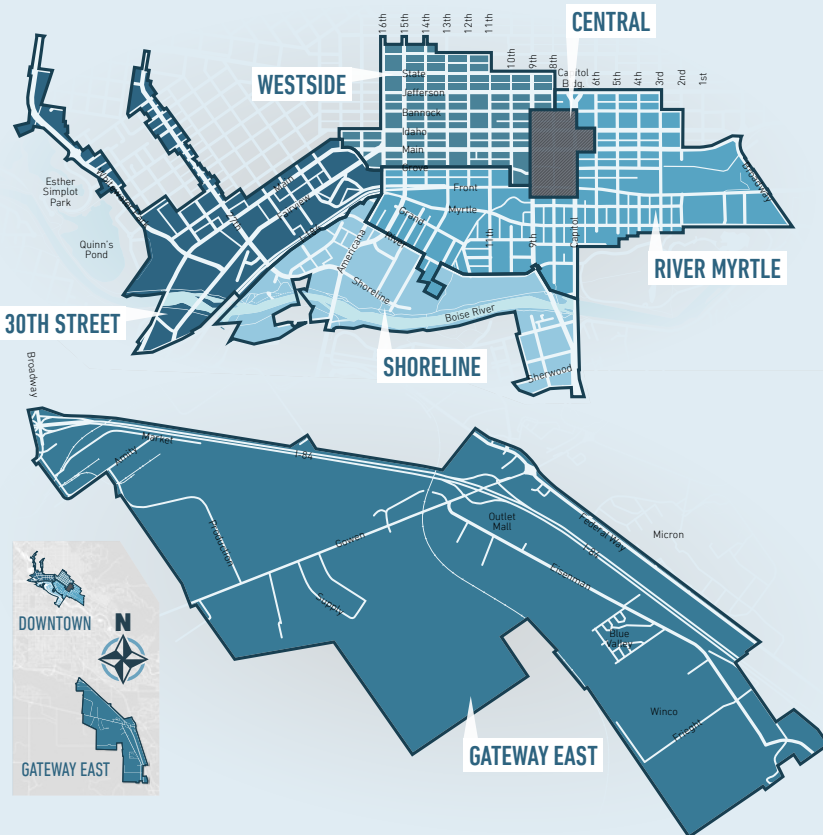
Invest in projects that respond to emerging revitalization opportunities including public amenities, historic preservation, and support of local arts and culture.

PROPERTY VALUE GROWTH IN CCDC DISTRICTS

THE YEAR A DISTRICT IS CREATED IS REFERRED TO AS ITS BASE YEAR. ALL PROPERTY TAX REVENUE COLLECTED IN SUBSEQUENT YEARS IN EXCESS OF THE BASE YEAR AMOUNT IS DISTRIBUTED TO CCDC DURING THE TERM OF A DISTRICT. AT THE END OF A DISTRICT'S TERM, THE ADDITIONAL TAX VALUE CREATED GOES TO THE EXISTING TAXING DISTRICTS.



URBAN RENEWAL DISTRICT MAP

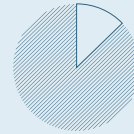


5-YEAR CAPITAL IMPROVEMENT PLAN

FIVE YEAR
CIP

\$83 million

CCDC RE-INVESTS THE TAX INCREMENT REVENUE INTO EACH DISTRICT THROUGH CAPITAL IMPROVEMENT PROJECTS



87% OF THE ANNUAL BUDGET IS INVESTED IN THE CAPITAL IMPROVEMENT PLAN

PARTICIPATION PROGRAM

SINCE THE INCEPTION OF THE PARTICIPATION PROGRAM
IN MARCH 2014, CCDC HAS INVESTED...

\$30 MILLION

IN PUBLIC
INVESTMENT,
LEVERAGING

\$560 MILLION

IN
PRIVATE
DEVELOPMENT.

INVESTMENT BY KEY STRATEGY

29%
ECONOMIC DEVELOPMENT

25%
INFRASTRUCTURE

21%
MOBILITY & PARKING

24%
PLACE MAKING

1%
SPECIAL
PROJECTS

COLLABORATE. CREATE. DEVELOP. COMPLETE.

CCDC
@WORK





AGENDA BILL

Agenda Subject: Amendment of Section 2, Article IV of the Bylaws		Date: March 11, 2019
Staff Contact: Ryan Armbruster, Elam & Burke Mary Watson, CCDC General Counsel		Attachments: - Resolution No. 1595
Action Requested: Approval of Resolution No. 1595 Amendment of Section 2, Article IV of the Bylaws, Changing the Composition of the Executive Committee.		

Fiscal Notes:
No fiscal impact.

Background:
The Agency Board of Commissioners presently has seven members. A quorum is formed with four members.

In order to ensure that informal meetings of the Executive Committee to discuss Agency topics do not inadvertently result in a quorum of the Board's members, the Bylaws should be amended to reduce the number of members on the Executive Committee from four to three.

This amendment to Section 2, Article IV of the Bylaws clarifies the Executive Committee membership as three members: the Chairman, the Vice-Chairman, and the Secretary/Treasurer if combined or either the Secretary or the Treasurer if not combined.

Staff Recommendation:
Counsel recommends approval.

Suggested Motion:
I move approval of Resolution #1595 Amendment of Section 2, Article IV of the Bylaws, changing the composition of the Executive Committee

RESOLUTION NO. 1595

**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,
CHANGING THE COMPOSITION OF THE EXECUTIVE
COMMITTEE IN THE BYLAWS; AND PROVIDING AN
EFFECTIVE DATE.**

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

WHEREAS, the Agency Board by the adoption of Resolution No. 829 in June 2000, approved and adopted new Bylaws of the Agency Board;

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

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

WHEREAS, the Agency Board by the adoption of Resolution No. 1243 on December 3, 2010, approved and adopted Amended and Restated Bylaws of the Agency Board;

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

WHEREAS, the Board now finds it necessary to amend Section 2, Article IV of the existing Bylaws of the Agency and to adopt a new Section 2, Article IV of the Bylaws; and

WHEREAS, the Board finds it necessary to amend the existing Bylaws, providing for a change in the composition of the Executive Committee.

**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 Section 2 of Article IV of the Bylaws is hereby repealed.

Section 2: That the Bylaws are hereby amended by the addition thereto of a new Section 2 of Article IV of the Bylaws to read as follows:

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

The Board of Commissioners finds it in the best interests of the Corporation to establish an Executive Committee, consisting of the Board Chairman, Vice Chairman, and Secretary/Treasurer, if the office of Secretary/Treasurer is combined, or either the Secretary or Treasurer, if not combined, to investigate and study certain matters of the Corporation without the necessity of convening a meeting of the full Board of Commissioners. The Executive Committee shall report its activities to the full Board at one of the monthly Board meetings. Specific matters to be studied and any procedural protocol of the Executive Committee shall be defined by the Board of Commissioners and may be revised from time to time as appropriate by the full Commission.

Section 3: 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 March 11, 2019.
Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on March 11, 2019.

APPROVED:

Dana Zuckerman, Chair

Ryan Woodings, Vice Chair

David Bieter, Secretary/Treasurer

Ben Quintana

Maryanne Jordan

Scot Ludwig

Gordon Jones

ATTEST:

By _____
David Bieter, Secretary

4844-0186-0232, v. 1



AGENDA BILL

Agenda Subject: CONSIDER: Approve Resolution 1592 Authorizing Idaho Power Work Order and Payment for 15th Street Utility Undergrounding		Date: March 11, 2019
Staff Contact: Matt Edmond	Attachments: 1) Resolution No. 1592	
Action Requested: Adopt Resolution No. 1592 approving an agreement with and payment to Idaho Power for undergrounding overhead power lines on 15 th Street between Front Street and Bannock Street.		

Background:

CCDC is in the process of undergrounding overhead utility lines and installing underground fiber optic conduit banks to facilitate future redevelopment along 15th Street and improve telecommunications service in Downtown Boise. This will allow for the construction of a new Fire Station #5 at the corner of 15th & Front (currently planned for 2021), development of the vacant block between Idaho/Bannock/15th/16th, and installation of full size street trees (without the need for clearance pruning) on the west side of 15th Street. Doing the work now, ahead of an ACHD project to resurface 15th Street this summer will reduce the potential need for utility pavement cuts in the street in the near term.

Undergrounding utility lines consists of two separate scopes of work:

- 1) The first is replacement of overhead primary power lines and pole-mounted transformers with underground primary lines and surface-mounted transformers, and demolition of poles and overhead lines.
- 2) The second scope of work is installation of a fiber optic conduit bank and relocation of existing overhead telecommunication lines along 15th Street.

As the publicly regulated electrical utility in the City of Boise, Idaho Power is the only entity that can perform the first scope of work, and requires payment in advance in the amount of \$379,033 to schedule the proposed work. The second scope of work will be performed by a public works contractor contracted directly with CCDC. That scope is currently out to bid, with a bid opening of March 14 and a contract award at the April 8 CCDC Board meeting.

Fiscal Notes:

The Agency's FY2019 budget includes \$800,000 for undergrounding and fiber optic conduit on 15th Street. Idaho Power work request is for \$379,033 and the engineer's estimate for the conduit bank is \$748,500. Bid opening for the conduit bank project is on March 14, and if the winning bid is significantly above the budgeted amount, staff will present options to the Board to fully fund or modify the conduit bank effort at the April 8 Board meeting.

Next Steps:

- March 14, 2019: Bid opening for conduit bank work
- April 8, 2019: CCDC Board awards contract for conduit bank work
- Late April, 2019: Idaho Power/CCDC contractors begin work on undergrounding and conduit bank
- June 2019: Utility work substantially complete
- Summer 2019: ACHD overlay work on 15th Street
- 2021: City of Boise builds new Fire Station #5

Staff Recommendation:

Adopt Resolution #1592 approving an agreement with and payment to Idaho Power for undergrounding overhead power lines on 15th Street between Front Street and Bannock Street.

Suggested Motion:

I move to adopt Resolution #1592 approving an agreement with and payment to Idaho Power for undergrounding overhead power lines on 15th Street between Front Street and Bannock Street.

RESOLUTION NO. 1592

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

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

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

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

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

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

WHEREAS, the City, 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 ("First Amendment to the River Myrtle-Old Boise Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance No. 24-18 on July 24, 2018, approving the First Amendment to the River Myrtle-Old Boise Plan deannexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the Westside Downtown Urban Renewal Plan (the "Westside Plan"), and following said public hearing, the City adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings; and,

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

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

WHEREAS, in an effort to improve 15th Street to facilitate future development and streetscape improvements, the electrical transmission lines located along 15th Street between Front Street and Bannock Street (the "Project Site") must be undergrounded for public safety reasons with improved aesthetics an additional benefit; and,

WHEREAS, Idaho Power Company has a formal process that allows the Agency to contract with the utility company for the undergrounding services at the Project Site, which Service Request Agreement, attached hereto as EXHIBIT A, sets forth the details of said undergrounding, including Agency reimbursement to Idaho Power Company for that public improvement as specified in the Agreement; and,

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

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

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

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

Section 3: That the Executive Director of the Agency is hereby authorized to execute the Service Request Agreement with Idaho Power Company and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by Agency staff and Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from Agency legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the March 11, 2019, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on March 11, 2019. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Board of Commissioners on March 11, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Dana Zuckerman, Chair

ATTEST:

BY: _____
Ryan Woodings, Vice Chair



Idaho Power Company
Service Request

Service Request Number: 00414581

CCDC

Work Order Number: 27500475
Request Type: RL
Rate Sch.:
Reply By:
Eng Hours:
Eng Fee Amount(Att98): 0.00
Eng Fee Amount(Att16):
Eng Fee Service Agreement No:
Eng Fee Service Agreement Date:
Customer No:

Feeder: BOIS11A
Service Location: 15 TH BOISE, ID
Required in Service Date: 4/30/2018
Planning Center/Team: EBIC

Contact Detail:

IPCO	SCOTT PINKSTON	388-5446
RFND	CCDC/ MATT EDMOND 121 N 9TH ST. STE. 501, BOISE ID 83702	208-319-1221

Attribute Information

Facilities Charge

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

Description

TRANSFER OVERHEAD POWER TO UNDERGROUND ALONG 15TH STREET FROM
FRONT TO BANNOCK

Any changes to the project including but not limited to increases in load, timing of load schedule, location of service, and requested voltage may result in additional charges and/or delay of service. It is necessary to communicate changes as soon as possible.

Client Signature

Date

Idaho Power Representative Signature

Date



CUSTOMER COST QUOTE
IDAHO

Customer or Project Name: CCDC

Construction Costs

Net Line Installation Cost	\$286,920
Unusual Conditions	\$69,972
Unusual Conditions Bank Letter of Credit (Only for over \$10,000)	\$0
Net Unusual Conditions	\$69,972
Net Terminal Facilities Cost	\$9,922
Total Construction Costs	\$366,814
Other Costs/Credits	
Prepaid Fees (Engineering, Permits & Rights of Way)	\$6,414
Other Charges (Engineering, Permits, Services, Relocation)	\$596
Salvage of facilities Relocation or Removal	\$11,623
Miscellaneous Charges/Adjustments	\$0
Total Other Costs/Credits	\$12,219
Vested Interest	
Vested Interest Charge	\$0
Total Customer Payment Due Prior to Construction Scheduling	\$379,033

Notes:

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

Internal use			Page 1 of 3
Service Request Number:	Work Order Number:	Design Number:	Version:
00414581	27500475	0000127351	003

By Initialing below, Customer acknowledges and agrees to the following:

Customer initials
NA

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

Customer initials
NA

Charges for installation of underground electrical service are not included in this Customer Cost Quote and will be billed to the customer on the first month's power bill after service installation has been completed.

Customer initials
NA

The Customer has received the Underground Residential Conduit Installation brochure/packet or will access the packet available online at:
<https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/UGResConduitInstall.pdf>

Customer initials

Final Grade: Customer understands that as of [redacted] the above-named project will be ready for facilities to be installed by Idaho Power. All roadways and cable routes must have all grading and sub grading completed by this date. The project must be properly referenced and have grade stakes installed at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths for Idaho Power facilities. The Customer will be responsible for the total cost of damage to Idaho Power facilities resulting from any subsequent changes in property, any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing property any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground equipment, below-ground equipment, cable, or conduit.

Customer initials

Unusual Conditions: As defined in Idaho Power's line installation tariff, Rule H, Unusual Conditions are construction conditions not normally encountered, but which Idaho Power may encounter during construction which impose additional, project-specific costs. These conditions include, but are not limited to: frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging/trenching, boring, nonstandard facilities or construction practices, and other than available voltage requirements. The total cost for all Unusual Conditions, in connection with the work as set forth on this Customer Cost Quote will be based on the actual costs incurred by Idaho Power related to the conditions encountered during performance of the Work. Upon completion of all Work, Idaho Power will refund to Customer any Unusual Conditions amount set forth on this Customer Cost Quote sheet but, not incurred by Idaho Power.

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

Internal use			Page 2 of 3
Service Request Number:	Work Order Number:	Design Number:	Version:
00414581	27500475	0000127351	003

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

Construction Costs available for refund

(Vested Interest limited to 5 years or 4 additional applicants)\$0

Total Customer Payment Due\$379,033

Total Customer Payment Due Prior to Construction Scheduling

Please sign and return all relevant forms along with the amount stated on the Customer Cost Quote to:

IDAHO POWER COMPANY
10790 Franklin Rd
Boise, ID 83709

Customer SignatureDate

Idaho Power RepresentativeQuote Date2-5-19

Internal use			Page 3 of 3
Service Request Number:	Work Order Number:	Design Number:	Version:
00414581	27500475	0000127351	003

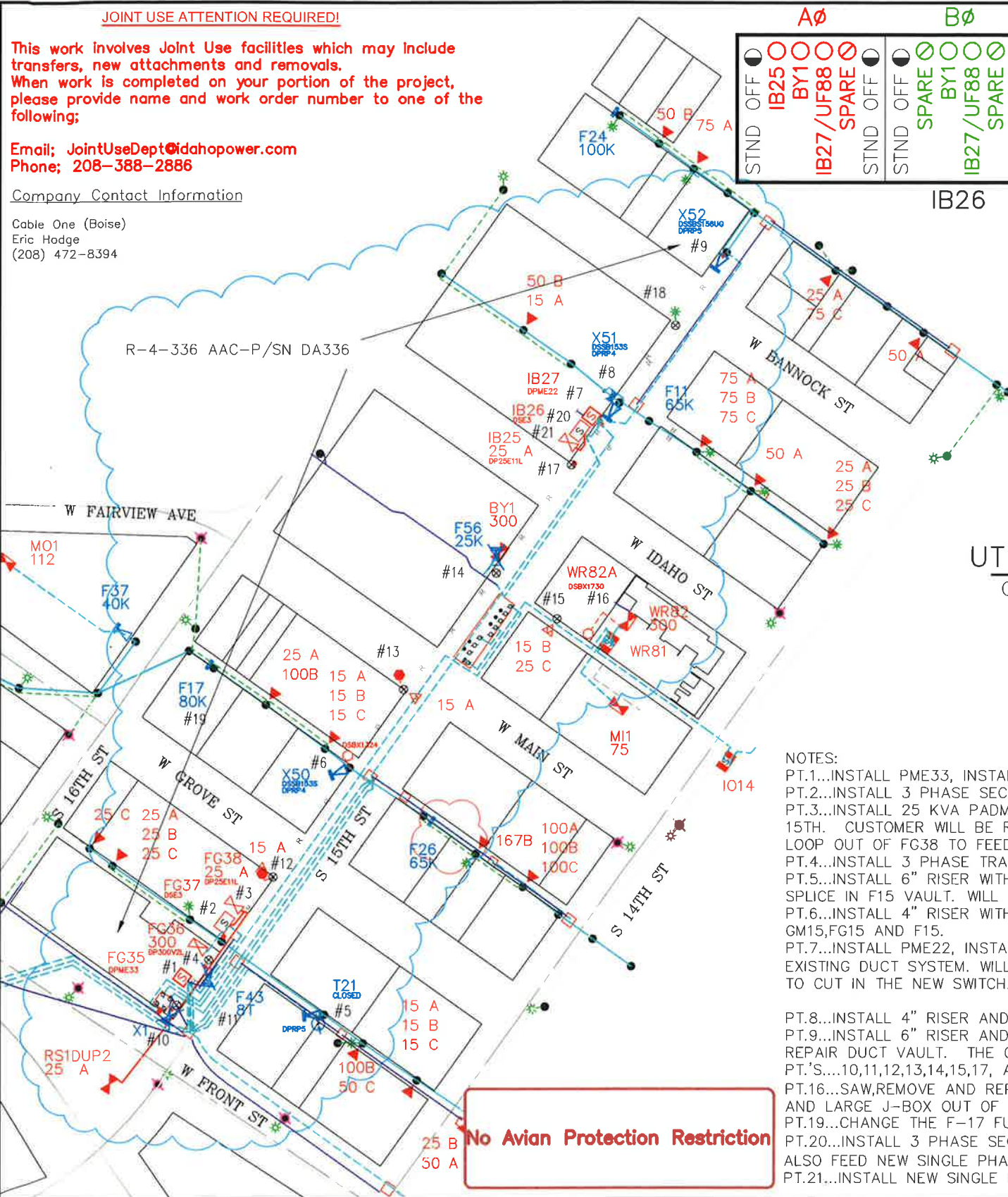
JOINT USE ATTENTION REQUIRED!

This work involves Joint Use facilities which may include transfers, new attachments and removals. When work is completed on your portion of the project, please provide name and work order number to one of the following;

Email: JointUseDept@idahopower.com
Phone: 208-388-2886

Company Contact Information

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





AGENDA BILL

Agenda Subject: Approve Resolution #1594 – 406 Broad Street – The Cartee - Type Two Participation Agreement with The Cartee Project, LLC		Date: March 11, 2019
Staff Contact: Laura Williams	Attachments: 1) Resolution #1594 2) Type 2 Agreement	
Action Requested: Adopt Resolution #1594 approving the Type 2 General Assistance Participation Agreement with The Cartee Project, LLC and authorizing the Executive Director to execute the agreement.		

Background:

The Cartee is a 161-unit residential project being developed by LocalConstruct in downtown Boise. LocalConstruct currently owns and manages 900 apartment units in the Boise area including the Owyhee, The Fowler, and Watercooler. The Cartee will also include ground floor retail, live-work units, a 176-space parking garage, and amenities for the tenants (community center, gym, bike storage). The Cartee was approved by Design Review on January 10, 2019. The developer plans to begin construction this summer with an estimated completion of late 2021.

The parcel is currently vacant land in the River Myrtle-Old Boise URD and in Boise's Central Addition District. The project will be 8 floors with 7 live work units, 39 studios, 62 1-bedrooms, and 55 2-bed/2-bath units. Rents are planned to range from \$1,190 - \$2,400 (current value) depending on the unit type. The project will utilize Silva Cells, sustainable landscape features, and will connect to Boise's Geothermal heat for sidewalk snow melting capabilities.

The Cartee has requested designation for CCDC's Type 2 Participation Program, which is scored based on 10 categories. The project scored 146 points, which is in the highest category - Level A. Level A scoring allows the project to receive 80% of its tax increment generated for up to 4 years. Although this project will meet CCDC's new definition of providing Mixed-Income/Workforce Housing, the project will not receive additional increment years, because the three year timeline of the reimbursement period will coincide with the final year of the District term in FY2025. However, initial estimates indicate that a substantial amount of the project's public improvements will be reimbursed within this timeframe.

The public improvements being constructed will include sidewalks/streetscapes on Myrtle and 4th, under-grounding utility lines in the alley, tapping into the geothermal line, paving the alley,

and some asphalt patch back work on Broad and 4th streets. Broad Street will only require small updates, having been completely renovated in 2017 by CCDC.

In January, the CCDC Board approved the Updated Participation Program which includes a Type 2 General Assistance Reimbursement. This project meets the requirements of the Type 2 Program and also promotes a CCDC and City objective to bring more housing to downtown Boise.

Project Summary and Timeline:

- Located on 4th and Broad
- 161 for-rent units
- 176 structured parking spaces
- \$48 million Total Development Costs
- January 11, 2019 – DR Approval
- February 2018 - Type 2 Agreement Finalize/Execute
- July 2019 - Construction Start
- November 2021 - Construction Complete
- Early 2022 - Developer submits costs for reimbursement
- 2023 - 2025 - T2 reimbursement

Fiscal Notes:

The project's Eligible Expenses and not-to-exceed amount in the Agreement is \$1,394,035. Based on CCDC's Tax Increment generation equation, staff projects that the project will generate \$460,000 annually beginning in FY 2023. 80% of this will go towards Eligible Expenses. Assuming the project is complete in late 2021 and on the full tax roll in 2022, CCDC will reimburse the project for its Eligible Expenses from 2023-2025. The increment will pay back most if not all of the project's public improvements costs.

Upon approval of a contract, staff will include the project in the upcoming 5 Year CIP amendment for FY '19-'23 for the River Myrtle-Old Boise URD.

Staff Recommendation:

Approve the Type 2 Participation Agreement with The Cartee Project, LLC

Suggested Motion:

I move to adopt Resolution #1594 approving the Type 2 General Assistance Participation Agreement with The Cartee Project, LLC and authorizing the Executive Director to execute the agreement.

RESOLUTION NO. 1594

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 2 GENERAL ASSISTANCE PARTICIPATION PROGRAM AGREEMENT BETWEEN THE AGENCY AND THE CARTEE PROJECT, LLC., FOR PUBLIC IMPROVEMENTS RELATED TO THE CONSTRUCTION OF THE CARTEE MIXED-USE HOUSING PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO FINALIZE THE EXHIBITS TO THE AGREEMENT AND THEREAFTER EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the City, 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 ("First Amendment to the River Myrtle-Old Boise Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance No. 24-18 on July 24, 2018, approving the First Amendment to the River Myrtle-Old Boise Plan deannexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, The Cartee Project, LLC. ("Cartee") owns or controls certain real property that it plans to develop into multi-family apartments, structured parking, and retail space (the

“Project”), including certain right-of-way public improvements, located in the River Myrtle-Old Boise Urban Renewal District as created by the River Myrtle-Old Boise Plan; and,

WHEREAS, the Agency has in place a Participation Program which includes the Type 2 – General Assistance Program under which the Agency provides reimbursement for public improvements associated with private development projects; and,

WHEREAS, the Project has been approved as Eligible for the Type 2 Participation Program by the Board on February 11, 2019. The Project fits within the definition of a Type 2 Project, which is intended to assist larger projects with a broad scope of eligible expenses, as defined in the Agency’s Participation Program; and,

WHEREAS, attached hereto as Exhibit A, and incorporated herein as if set forth in full, is the Type 2 General Assistance Participation Program Agreement (“Agreement”) with Cartee along with exhibits to the Agreement (which includes cost estimates for the public improvements, as defined in the Agreement, and a preliminary rendering of the Project) which have not been finalized as of the date of this Resolution; and,

WHEREAS, because the Agreement sets a maximum reimbursement amount of One Million Three Hundred Ninety Four Thousand Eight Hundred and Thirty Five Dollars (\$1,394,035.00), and the Agreement requires that the reimbursable public improvements conform with the applicable streetscape standards adopted by the Agency and the City, the Agency Board hereby deems it appropriate to delegate to the Executive Director of the Agency the power to approve the exhibits for the final Agreement after today’s date; and,

WHEREAS, the Agency Board finds it in the best public interest to approve the Agreement and to authorize the Executive Director to execute the Agreement.

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

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

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

Section 3: That the Executive Director are hereby authorized to finalize the exhibits to the Agreement and thereafter sign and enter into the Type 2 Participation Program Agreement with Cartee and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency’s legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the March 11, 2019, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on March 11, 2019. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 11, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Dana Zuckerman, Chair

ATTEST:

BY: _____
Ryan Woodings, Vice Chair



TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

CAPITAL CITY DEVELOPMENT CORPORATION

AND

THE CARTEE PROJECT, LLC

TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

THIS TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Boise, also known as CAPITAL CITY DEVELOPMENT CORPORATION ("CCDC"), an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho, and The Cartee Project, LLC, a Delaware Limited Liability Company qualified to do business in Idaho, ("Participant"), collectively referred to as the "Parties" and each individually as "Party."

RECITALS

- A. CCDC is an urban renewal agency created by and existing pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Project Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the "Act").
- B. Participant owns or controls certain real property addressed as 406 South Broad Street, Boise, Idaho (the "Project Site"), which is more accurately described and depicted on attached **Exhibit A**.
- C. Participant plans to construct on the Project Site a mixed use building consisting of approximately 163 rental apartments, indoor and outdoor community amenities, 5,350 SF of ground floor retail, and a 161 space structured parking garage (collectively, the "Project"). The Project is visually depicted on attached **Exhibit B**.
- D. The CCDC Board of Commissioners has adopted the CCDC Participation Program Policy wherein CCDC can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area (the "Eligible Expenses").
- E. As part of the Project, Participant intends to: construct streetscapes on 4th and Myrtle Streets; underground utility lines in the alley; connect to Boise City's geothermal line for snow melt systems; pave the adjacent alley; and perform necessary patch work on Broad Street (the "Eligible Expenses"). The Eligible Expenses are depicted on the Public Improvement Plans on attached **Exhibit C**.
- F. The Project is located in the River Myrtle-Old Boise Urban Renewal District ("RM District") as defined by River-Myrtle Old Boise Plan (the "Plan"). The Project will contribute to enhancing and revitalizing the RM District.
- G. After deeming it appropriate and in the best interest of the public to assist the development of the Project to achieve the objectives set forth in the Plan, CCDC has negotiated the terms and conditions of participation in the Project as governed by the Participation Program and the Act.
- H. CCDC, as set forth in this Agreement, agrees to reimburse Participant for the construction of Eligible Expenses, the cost estimates for which are attached on **Exhibit D**.

AGREEMENT

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

I. EFFECTIVE DATE AND TERM

The "Effective Date" of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). The Term of the Agreement shall continue until all obligations of each Party are complete. Provided, if Participant has not completed construction of the Project and the Public Improvements by December 1, 2022, CCDC may, in its sole discretion, deem Participant to be in default and, subject to Section V below, terminate this Agreement without penalty. An additional one hundred eighty (180) day extension may be granted upon written approval by CCDC.

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement

The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them and forming a portion of the consideration for the agreements contained herein. CCDC's commitment herein is designed to comply with CCDC's authority under the Act and the Plan and is intended to constitute an expenditure of CCDC funds for a public purpose and not be deemed a gift or donation of public funds.

B. Parties to This Agreement

1. CCDC

CCDC is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Act. The office of CCDC is located at 121 N. 9th Street, Suite 501, Boise, Idaho 83702. "CCDC," as used herein, includes the Capital City Development Corporation and its successors and assigns.

2. Participant

Participant is The Cartee Project, LLC, a Delaware limited liability company. The principal address of Participant is 3112 Los Feliz Boulevard, Los Angeles, CA 90039. "Participant," as used herein, includes The Cartee Project, LLC and any permitted nominee, assignee, or successor in interest as herein provided. Participant qualifies as an "owner participant" or "participant" as those terms are used in the Plan.

C. The Project

The term "Project" as used herein shall mean the project constructed by Participant upon the Site.

The current total assessed value of the Site, as determined by the Ada County Assessor, is One Million Three Hundred Eighty Seven Thousand Eight Hundred Dollars (\$1,387,800.00) for tax year 2018.

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be Forty Eight Million Dollars (\$48,000,000) (the "Estimated Value").

The Project and any construction of additional structures upon any portion of the Site shall comply with all the provisions of the Plan and all applicable building and zoning ordinances.

D. Participation Program

Based on the Participation Program Type 2 Scorecard, CCDC has determined that the Project is a Level A Project. As a Level A Project, Participant is eligible to receive 80% of the tax increment the project generates to reimburse for Eligible Expenses for a period up to four years or until the Eligible Expenses have been repaid or the not to exceed amount indicated in Section III E has been met. If Participant materially changes the Project contemplated in the application submitted to CCDC on January 10, 2019 (the "Application"), and those changes produce a change to the Project's Scorecard (attached as **Exhibit E**), CCDC reserves the right to re-evaluate the Project and determine which level the Project meets. Depending on the changes made by Participant to the Project, CCDC may find the Project is no longer eligible for assistance under the Participation Program.

E. City Agreements and Approvals

"City Agreements and Approvals" shall mean those agreements between Participant and the City of Boise, Idaho ("City") concerning any required building permits and other approvals for development of the Site.

Any default by Participant of City Agreements and Approvals, including but not limited to any and all applicable City ordinances, not cured within any applicable cure period shall constitute a default under this Agreement, with CCDC reserving any of its rights and remedies under this Agreement concerning default.

III. IMPROVEMENT OF THE SITE AND CCDC'S PARTICIPATION

A. Cost of Construction

The cost of the Project and the Public Improvements, defined below, shall be borne by Participant, except as otherwise set forth herein.

B. CCDC, City, and Other Governmental CCDC Permits

Participant shall, at Participant's own expense, secure any and all permits or approvals which may be required by CCDC, City, or any other governmental agency relative to Project construction and operation.

C. Public Improvements

“Public Improvements” shall mean those improvements eligible and agreed to for funding by CCDC. The Public Improvements are set forth in **Exhibit C**.

The Public Improvements are directly related to public facilities and are: (a) critical to the redevelopment of the Site; (b) are in the best interest of the public; (c) provide for enhanced development of the Site; and (d) provide a higher quality of development that should assist CCDC in achieving redevelopment of other properties adjacent to the Site and meeting the objectives of the Plan.

D. Construction of Public Improvements

Upon CCDC’s request, CCDC shall have the right and the opportunity to review Participant’s construction plans, budgets, and bids for the Public Improvements (collectively the “Public Improvement Construction Documents”). Participant will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Public Improvements are constructed consistent with the Public Improvement Construction Documents and are undertaken in a reasonable manner. Participant shall be presumed to have utilized commercially reasonable contracting, budgeting, and bidding practices if its general contractor solicits or solicited at least three (3) competitive bids for the Public Improvements and such work is not performed by an affiliate or subsidiary of Participant. Upon request, Participant shall provide CCDC copies of any bids received.

Participant warrants that the materials and workmanship employed in the construction of the Public Improvements shall be good and sound and shall conform to generally accepted standards within the construction industry in Boise, Idaho.

E. Estimated Eligible Expenses

Participant has estimated the cost of the Public Improvements to be One Million Three Hundred Ninety Four Thousand Eight Hundred and Thirty Five Dollars (\$1,394,035.00) (the “Estimated Eligible Expenses”). Attached hereto as **Exhibit D** is a schedule of Estimated Eligible Expenses.

F. Determining Actual Costs / Eligible Expenses / Reimbursement Amount

Upon completion of the construction of the Public Improvements on the Site and City’s acceptance of such improvements (as applicable), Participant will dedicate all constructed public infrastructure and utility infrastructure to City.

Participant shall provide appropriate documentation (“Cost Documentation”) to CCDC that Participant has expended funds for Eligible Expenses 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. Evidence of project completion such as a certificate of occupancy for the Project or other notice from City acknowledging the construction of the Project is complete.
- b. Any recorded easements, if any public improvements were constructed outside of the right of way.

- c. 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").
- d. 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.
- e. 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.
- f. A signed and notarized letter from Participant attesting that all materials have been paid for, that contractors and 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.
- g. Additional documentation or clarifications may be required and requested by CCDC.
- h. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way.

CCDC shall have thirty (30) days to review the Invoice and confirm Participant's performance of its obligations under this Agreement. During this 30-day period, CCDC shall review the Certification of Costs in order to: (1) verify the costs were incurred in constructing the Public Improvements; (2) verify the costs incurred are commercially reasonable; and (3) verify Participant has paid all contractors, subcontractors, and material suppliers that constructed or provided materials for the Public Improvements.

If CCDC disputes any portion of the Invoice, CCDC shall reimburse Participant for the undisputed amount in the manner set forth below and the Parties shall amicably and in good faith work together to resolve any dispute over the Invoice. Disputes shall be resolved pursuant to the procedures set forth in Section V.

Following CCDC's verification of the Cost Documentation and determination of the actual costs to construct the Public Improvements (the "Actual Costs"), CCDC shall notify Participant of the amount CCDC shall reimburse Participant for the Public Improvements (the "CCDC Reimbursement"). **This amount shall be the lesser of the Actual Costs or the Estimated Costs. Participant acknowledges CCDC will not reimburse Participant for an amount greater than the Estimated Costs, even if the Actual Costs are greater than the Estimated Costs.**

G. Reimbursement Schedule

Upon determining the CCDC Reimbursement, CCDC shall finalize and execute the “Confirmation of Final Reimbursement Amount and Payment Schedule.” A draft of Payment Schedule is attached hereto as **Exhibit F**.

The CCDC Reimbursement shall be reimbursed over a period not to exceed four (4) years or the life of the RM District, whichever is less, or once all the Eligible Expenses have been reimbursed for or the not to exceed amount has been met, whichever happens first. The RM District lasts through September 30, 2025 and the reimbursement term will not extend past that date.

In general, though exceptions exist for periodic adjustments to the property tax rolls, the value of new construction activity occurring during a given calendar year that is completed by December 31 of that year will be added to the property tax rolls as of January 1 of the subsequent year. Tax assessments on that value will be paid by Participant and collected during the following fiscal year for Ada County.¹

The maximum four-year reimbursement period shall begin on September 1 of the year in which CCDC receives tax increment for the first *full* tax year *after* the completion of the Project.

The anticipated timeline for this project is as follows:

November 2021: Project Completion, Full value of project is added to the 2022 Tax Roll

December 2022 and June 2023: Tax Year 2022 taxes are collected

September 2023: CCDC Reimbursement Payment #1

September 2024: CCDC Reimbursement Payment #2

September 2025: CCDC Reimbursement Payment #3

The annual reimbursement payment will be determined by the actual tax increment the Project generates. For illustration purposes only the Annual Payment Schedule is estimated below. This is an estimate and is in no way guaranteed.

Estimated Assessed Value*	\$46,000,000
2018 Assessed Value	-\$1,800,000
Subtotal	\$44,200,000
X Levy Rate (0.013)	\$574,600
X 80% (Level A Reimbursement Rate)	\$459,680
Estimated Payments	
1) September 15, 2023	\$459,680
2) September 15, 2024	\$459,680
3) September 15, 2025	\$459,680
Total	\$1,379,040

* *The Estimated Assessed Value is slightly lower than the “Estimate Value” in Section II. C. to account for potential differences in the assessment.*

¹ CCDC and Ada County both operate on a fiscal year beginning on October 1 and ending September 30.

Participant represents redevelopment of the Site shall result in sufficient increases to its assessed value to allow CCDC to reimburse Participant during the Reimbursement Period. **If the CCDC Reimbursement is not fully reimbursed by the four Annual Payments as further limited by the Termination Date of the Plan, CCDC will not be obligated to make any additional payments. Reimbursement term will be impacted by Project's completion date.**

Participant acknowledges that the sum of the Annual Payments may be less than the CCDC Reimbursement if eighty percent of the tax increment generated as a result of the Project during the Reimbursement Period is less than the CCDC Reimbursement.

It is the specific intent of the Parties that the CCDC Reimbursement shall be paid from the tax increment monies, if any, that are paid to CCDC as a direct result of the Project and any future development constructed on the Site. CCDC's payment obligations hereunder shall not constitute a general obligation or debt of CCDC, the State of Idaho, or any of its political subdivisions or give rise to a charge against their general credit or taxing powers to be payable out of any funds or properties other than the eighty percent of the tax increment generated by the Project during the Reimbursement Period.

Notwithstanding the above, CCDC reserves the right, in its sole discretion, to pay off the CCDC Reimbursement at any time.

H. CCDC Reimbursement Assignable

CCDC shall reimburse Participant by paying the CCDC Reimbursement to Participant or to Participant's assignee. Participant shall have the right to assign its right to reimbursement to its lender, its successor, or other entity designated by Participant. CCDC and Participant agree that CCDC's obligations run only to Participant or its assignee.

I. Subordination of Reimbursement Obligations

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

J. Indemnification

Participant shall indemnify and hold CCDC, and their respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as "Claim"), which may be imposed upon or

incurred by or asserted against CCDC, or their respective officers, agents, and employees by reason of any of the following occurrences:

1. Any work done in, on, or about the Site, including the Public Improvements, or work related to the Public Improvements; or
2. Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Site or any part thereof; or
3. Any negligent or intentional act or omission on the part of Participant or any of its agents, contractors, servants, employees, subtenants, operators, licensees, or invitees; or
4. Any accident, injury, or damage to any person or property occurring in, on, or about the Site or any part thereof; or
5. Any failure on the part of Participant to perform or comply with any of the terms, provisions, covenants, and conditions contained in this Agreement to be performed or complied with on its part; or
6. Funding, by CCDC, of the Public Improvements.

In case any claim, action, or proceeding is brought against CCDC, or their respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from CCDC or City, shall, at Participant's expense, resist or defend such claim, action, or proceeding.

Participant shall have no obligation to indemnify, defend, or hold CCDC or, respectively, and their 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 City, respectively, or their respective officers, agents, or employees.

K. Insurance

Participant shall, or shall through its contractor, agents, representatives, employees, or subcontractors, at no cost to CCDC, obtain and maintain in force for the duration of the construction of the Public Improvements and the Project, insurance of the following types, with limits not less than those set forth below and in a form acceptable to CCDC, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Participant, its agents, representatives, employees, or subcontractors:

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

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

3. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name CCDC, including its respective affiliates, directors, and employees, as additional insureds.

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

L. Antidiscrimination During Construction

Participant, for itself and its successors and assigns, agrees that in the construction of improvements on the Site provided for in this Agreement, Participant at its agents will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination, or suspension of the Agreement by CCDC, in whole or in part.

M. Approvals of Project and Public Improvements

Participant shall be responsible for obtaining necessary approvals for the Project (including the Public Improvements) from the governmental entities and other entities necessary, including to the extent necessary, but not limited to, City, the Ada County Highway District, Idaho Transportation Department, and other governmental entities having approval authority for the Project ("Approving Entities").

Participant shall keep CCDC advised of the approval process of the Approving Entities and advise CCDC immediately if any action of Approving Entities shall affect the scope and purpose of the Agreement.

The Public Improvements shall be designed, constructed, and installed in compliance with the requirements of the Approving Entities.

N. Maintenance

Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Public Improvements and that no agreement has been reached with CCDC or City to accept any maintenance obligations for the Public Improvements.

IV. USE AND MAINTENANCE OF THE SITE AND ADJACENT AREA, COMPLIANCE WITH LAW, PAYMENT OF TAXES

A. Use of the Site

Participant agrees and covenants to comply with all other provisions and conditions of the Plan for the period of time the Plan is in force and effect, which for purposes of this Agreement is deemed through December 31, 2025.

B. Local, State and Federal Laws

Participant covenants that it carried out the construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

C. Taxes

Participant recognizes CCDC has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property and personal property taxes. Participant also recognizes the ability of CCDC to reimburse Participant for the CCDC Reimbursement is dependent on the ad valorem assessment and timing of collection process as is the CCDC's ability to successfully meet long term financing and payment obligations and to continue doing business.

1. Taxes Generally

Participant shall pay when due all real estate and personal property taxes and assessments assessed and levied on Participant's ownership interest of the Site. This provision or covenant shall run with the land and be binding upon Participant's successors.

2. Tax Appeals/ Exemptions

Participant shall not appeal any assessed value or request for property tax exemption for any of the parcels within the site for an assessment of less than the Estimated Value, as described in Section 2.c. Any appeal of the assessed value or request for any property tax exemption for any of the parcels within the site for an assessment in excess of the Estimated Value, shall require CCDC's written authorization. The foregoing shall include but is not limited to an exemption or reduction under Idaho Code § 63-602NN or Idaho Code Section 63-606A, for property taxes assessed for any property tax year up to and including property tax year 2025. The property tax year runs from January 1st to December 31st.

3. Delinquent or Reduced Taxes

Participant expressly acknowledges and understands that the CCDC Reimbursement is linked to the tax increment revenue actually generated from the Site, and in the event insufficient taxes are received by CCDC for any reason, including a reduction of the tax levy rate or assessed values less than assumed by CCDC and Participant or in the event of any tax delinquency or by any owner of parcels within the Site or by any tenant related to personal property, the actual tax increment received by CCDC will be reduced, which in turn will result in lower Annual Payments by CCDC to Participant.

V. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

In the event that a dispute arises between CCDC and Participant regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within forty-five (45) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho, unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within forty-five (45) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

B. Legal Actions

In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any default; to recover damages for any default; or to obtain any other remedy consistent with the purpose of this Agreement. The nondefaulting Party may also, at its option, cure the default and sue to collect reasonable attorney's fees and costs incurred by virtue of curing or correcting the Party's breach.

The laws of the State of Idaho shall govern the interpretation and enforcement of this Agreement.

C. Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

CCDC reserves the right to withhold reimbursement to Participant for any Participant default.

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between CCDC and Participant shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of CCDC and Participant as set forth in this Agreement. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

B. Conflicts of Interest

No member, official, or employee of CCDC shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested.

Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

C. Non-Liability of CCDC Officials and Employees

No member, official, or employee of CCDC shall be personally liable to Participant in the event of any default or breach by CCDC or for any amount which may become due to Participant or on any obligations under the terms of this Agreement.

D. Successors and Assigns

This Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

E. Attorney Fees and Costs

In the event that either Party to this Agreement shall enforce any of the provisions hereof in any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees incurred therein by the prevailing Party, and such may be included to the judgment entered in such action.

F. Severability

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

G. Headings

The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

H. Counterparts

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

I. Forced Delay; Extension of Times of Performance

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

J. Inspection of Books and Records

CCDC has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Participant pertaining to the Public Improvements.

No inspection by CCDC shall, however, cause any document, information, or record of Participant to become a public record subject to public disclosure pursuant to Title 74, Chapter 1 of the Idaho Code, unless such document, information, or record is actually delivered to CCDC by Participant.

Except as set forth in this Agreement or other agreement executed by the Parties, recorded by the Parties, or made part of the records of CCDC, the Parties acknowledge that Participant's documents, records, plans, and information in any form related to the Project shall be confidential unless and until such documents are provided to CCDC, and then CCDC shall take such action as is permissible under Title 74, Chapter 1 of the Idaho Code to protect the confidentiality of documents provided by Participant that have been clearly marked as confidential with reference to the applicable section of Idaho Code under which the documents are deemed not subject to public disclosure.

K. Promotion of Project

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

VII. AMENDMENTS TO THIS AGREEMENT; WAIVERS

CCDC and Participant agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto which may be made by any of the Parties hereto, lending institutions, bond counsel, financial consultants, or underwriters to CCDC, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein or therein. All amendments to and waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of CCDC and Participant.

VIII. ENTIRE AGREEMENT

This Agreement, including the following listed **Exhibits A through F**, inclusive and incorporated herein by reference, constitutes the entire understanding and agreement of the Parties.

Exhibit A – Legal Description
Exhibit B – Project Depiction and Renderings
Exhibit C – Public Improvement Plans
Exhibit D – Schedule of Eligible Expenses Estimate
Exhibit E – Participation Program Scorecard
Exhibit F – Confirmation of Reimbursement (Draft)

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof.

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

IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year below written to be effective as first indicated above.

Capital City Development Corporation (“CCDC”)

Date

John Brunelle, Executive Director

The Cartee Project LLC, a Delaware Limited Liability Company (“Participant”)

Date

Casey Lynch, Managing Member

Exhibit A

Legal Description

DESCRIPTION FOR
PARCEL A

Lots 11-20, Block 5 of Central Subdivision located in the NW 1/4 of the SE 1/4 of Section 10, Township 3 North, Range 2 East, Boise Meridian, Boise, Ada County, Idaho, more particularly described as follows:

BEGINNING at the westerly most lot corner of said Lot 11;

thence along the northwesterly boundary line of said Lots 11-20 North 35°14'51" East, 259.91 feet to the northerly most lot corner of said Lot 20;

thence along the northeasterly boundary line of said Lot 20 South 54°48'11" East, 142.01 feet to the easterly most lot corner of said Lot 20;

thence along the southeasterly boundary line of said Lots 20-11 South 35°13'53" West, 259.96 feet to the southerly most lot corner of said Lot 11;

thence along southwesterly boundary line of said Lot 11 North 54°46'47" West, 142.08 feet to the **POINT OF BEGINNING**. Containing 36,922 square feet, more or less.



Exhibit B

Project Depiction and Renderings

4th and Broad Rendering



Alley and Broad Rendering



Exhibit C

Public Improvement Plans

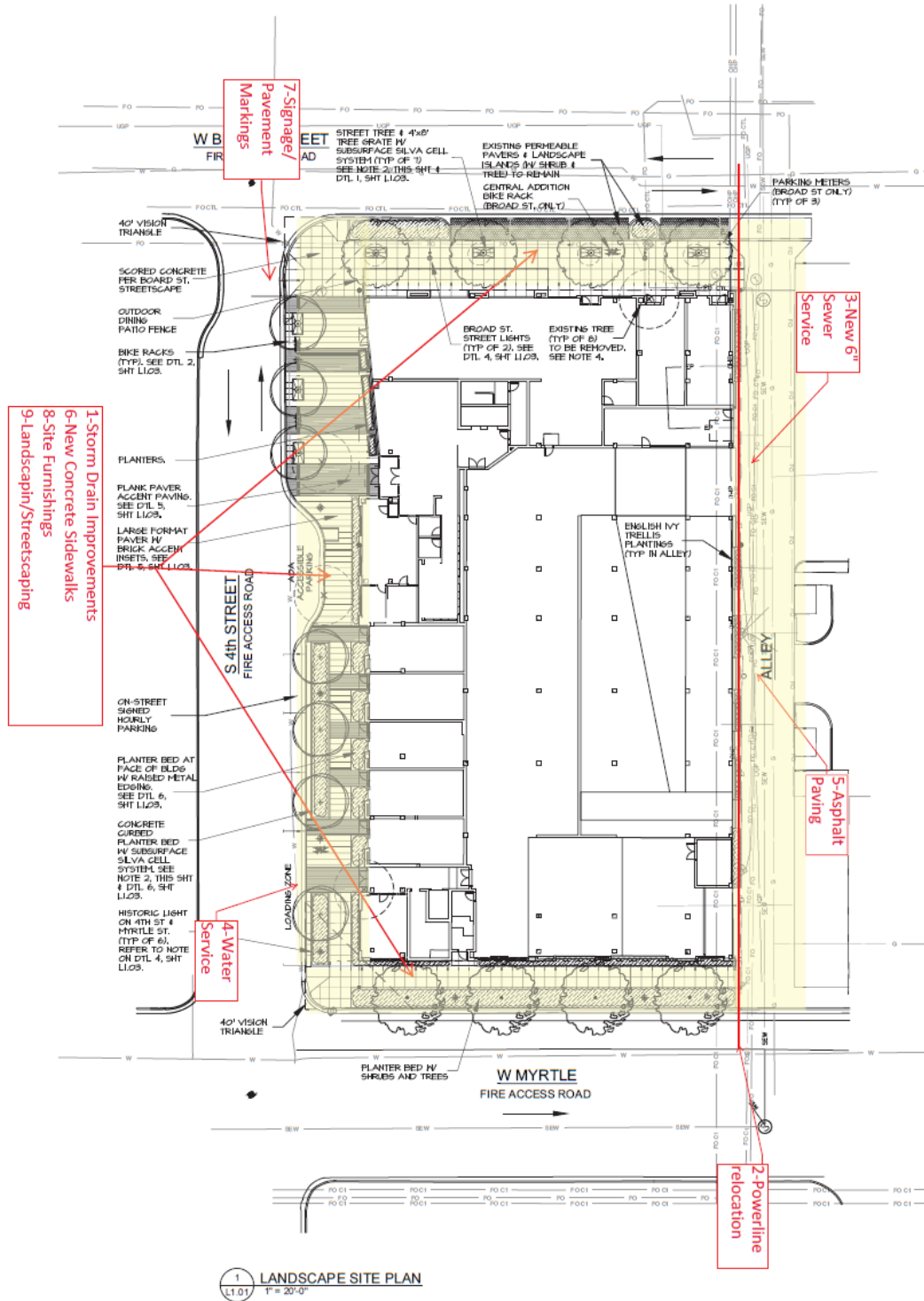


Exhibit D
Schedule of Eligible Expenses Estimate
Page 1 of 2

CCDC Participation Program Type 2 Eligible Expenses Application Form Actual Eligible Costs To Be Determined by CCDC Upon Completion of Project					
Project Name: <i>The Cartee Project, LLC</i>		28-Feb-19	By: <i>Holst (reviewed by CCDC)</i>		
STREETSCAPE: (In right-of-way)					
#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
SITE PREPARATION:					
1	Surface demolition	SF	0.51	11,632	5,964
2	Asphalt demolition	O	0	0	0
3	Curb and gutter demolition	LF	0.47	547	255
4	Saw cut	LF	0	0	0
5	Replace subbase	LS	1	38,812	38,812
6	Stand alone tree removal	EA	100	8	800
SIDEWALK WORK:					
7	Scored concrete sidewalk	SF	6	7,722	47,109
8	Dry laid brick	SF	-	0	0
9	Pedestrian ramp	SF	7	222	1,554
10	Truncated dome	EA	350	6	2,100
11	Lawn parkway	SF	19	1,809	35,055
12	Irrigation	SF	6	1,809	10,186
OTHER:					
13	Asphalt repair		0	0	0
14	Concrete curb cut	O	0	0	0
15	Vertical curb and gutter (6")	LF	22	547	12,205
16	Meyers cabinet	O	0	0	0
17	Water meter	O	0	0	0
SITUATIONAL FURNISHINGS:					
18	Street trees	EA	350	15	5,250
19	Tree grates & frames	EA	7	5,250	36,750
20	Trench drain cover	O	0	0	0
21	Historic street light	EA	6	4,983	29,900
22	Bench	EA	1,000	3	3,000
23	Bike rack	EA	4	625	2,500
24	Litter receptacle	EA	600	3	1,800
25	Pre-cast planter	EA	500	4	2,000
OTHER:					
26	Parking Meter	EA	3	750	2,250
Subtotal Streetscape Costs:					237,490

Exhibit D
Schedule of Eligible Expenses Estimate
Page 2 of 2

CCDC Participation Program				
Eligible Costs Estimate				
Actual Eligible Costs To Be Determined by CCDC Upon Completion of Project				
The Cartee Project, LLC				
INFRASTRUCTURE & UTILITIES: (In right-of-way)				
	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
STORM WATER MITIGATION:				
28 Surface demo	SF	1.35	1,810	2,444
29 Surface prep	SF	176	1,810	318,339
30 Finish materials (permeable pavers, etc.)	SF	15	1,810	27,150
UTILITIES:				
31 Power line (new/relocation/extension)	LS	290,426	1	290,426
32 Water line (new/relocation/extension)	LS	24,325	1	24,325
33 Sewer line (new/relocation/extension)	LS	8,495	1	8,495
34 Geothermal Line (new/relocation/extension)	LS	162,171	1	162,171
35 Natural gas line (new/relocation/extension)	LS	0	0	0
36 Phone line (new/relocation/extension)	LS	10,000	1	10,000
37 Fiber line (new/relocation/extension)	LS	10,000	1	10,000
38 ACHD power box relocation		0	0	0
STREET:				
39 Asphalt demolition		0.45	792	356
40 Road sub-base and prep	LS	1	689	689
41 Asphalt paving	SF	8	2,312	19,060
PATH:				
42 Surface demolition		0	0	0
43 Surface prep		0	0	0
44 Paving material		0	0	0
ALLEY:				
45 Asphalt demolition		0.45	5,833	2,625
46 Alley sub-base and prep	LS	1	2,998	2,998
47 Asphalt paving		2.11	5,833	12,300
PLAZA:				
48 Surface demolition		0	0	0
49 Surface prep		0	0	0
50 Paving material		0	0	0
OTHER:				
51 Heated Pavement System	LS	1	125,000	125,000
52 Existing Paver Parking Replacement	LS	25	1,401	35,025
Subtotal Infrastructure & Utilities Costs:				1,051,404
Contingency			10%	105,140
TOTAL ELIGIBLE COSTS:				1,394,035
Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.				

Exhibit E Participation Program Scorecard

CCDC TYPE 2 PARTICIPATION PROGRAM SCORECARD			
PROJECT NAME: The Cartee Project			
BASED ON PLANS DATED: December, 2018			
SCORING			
Level A: 140+ points	Level B: 120-139 points	Level C: 100-119 points	
			Requested Verified
1	Activate Dormant/Disinvested Sites (1 Only)		
a	reuse of existing building	20	
b	conversion of surface parking	18	
c	replace dormant building	16	
d	reuse of vacant land	10	10
2	Reuse of Targeted Sites (1 Only)		
a	reuse of historic register building	20	
b	reuse of automotive site	15	
c	reuse of dry cleaner site	15	
3	Environmental Remediation (1 Only)		
a	>\$100,001 costs	20	
b	\$50,001-\$100,000 costs	16	
c	\$10,000-\$50,000 costs	12	
4	Utility Infrastructure (all that apply)		
a	replace or expand geothermal	15	
b	stormwater mitigation	15	15
c	replace or expand fiber	15	
d	replace or expand power	15	15
e	replace or expand sewer	15	
f	replace or expand water	15	
5	Connectivity (all that apply)		
a	add a street	20	
b	add a ground level plaza	19	
c	add an alley	17	
d	add a pathway	15	
e	add or substantially improve a sidewalk	10	10
6	Compact Development (1 Only)		
a	4.0 to 5.0+ FAR	10	10
b	3.0 to 3.9 FAR	9	
c	2.0 to 2.9 FAR	8	
d	1.0 to 1.9 FAR	7	
e	0.5 to 0.9 FAR	6	
7	Parking Placement & Design (1 Only)		
a	structured parking below grade	20	
b	structured parking above grade	18	18
c	no surface parking	15	
d	parking location is to rear or interior of building	10	
e	parking is screened by wall, fence, sunken	8	
8	Targeted Uses (1 Only)		
a	Affordable Housing	10	
b	Mixed-Income/Workforce housing	10	10
c	technology	10	
d	corporate HQ	10	
e	education	10	
f	artisan	10	
g	light manufacturing/assembly	10	
9	Walkability (all that apply)		
a	=/ > 70% of sidewalk/setback is abutted by ground floor building face	20	20
b	=/ > 60% ground floor glazing on street frontages (30% res)	18	18
c	=/ > 12' ground floor height	15	15
d	main entry is prominent, ground floor, and faces street/not parking	15	15
e	=/ > 75% ground floor frontage has functional awnings (30% res)	10	
f	public art element	5	
10	Sustainable Building (1 Only)		
a	Living Building Certification	10	
b	LEED platinum or equivalent	8	
c	LEED gold or equivalent	7	
d	LEED silver or equivalent	6	
e	Connect to and use of geothermal system	5	5
f	LEED Certified or using Boise City Green Building Code	5	
g	energy star cert	4	
TOTAL SCORECARD SCORE			161

Exhibit F

Confirmation of Reimbursement (Draft)

CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE

This CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE ("Payment Schedule") is entered into between the CAPITAL CITY DEVELOPMENT CORPORATION, a public body, corporate and politic, organized and existing under the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act of 1988 as amended, Chapter 29, Title 50, Idaho Code ("CCDC"), and _____, an Idaho _____ ("Participant").

WITNESSETH:

1. CCDC Contribution

CCDC has, pursuant to the procedures set forth in the Type 2 General Assistance Participation Agreement by and between the Capital City Development Corporation and Participant with an effective date of _____ (the "Participation Agreement"), determined the CCDC Reimbursement for the Development, as those terms are defined in the Participation Agreement, shall be _____ and ____/100 dollars (\$_____) (the "CCDC Reimbursement").

2. Payment Schedule

CCDC agrees to reimburse Participant for the amount of the CCDC Reimbursement, or less as set forth and explained below, without interest from the Effective Date of this Payment Schedule as follows:

CCDC shall make a total of four (4) "Annual Payments". The amounts of the Annual Payments shall be determined based on the tax increment proceeds the CCDC receives from the value added to the Site over and above the 2013 tax year assessed value of the Site. The 2016 tax year assessed value of the Site, as determined by the Ada County Assessor is \$_____.

First Annual Payment – Due on or before September 30, _____.
CCDC shall pay Participant eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of _____ [insert year]

Second Annual Payment – Due on or before September 30, _____.
CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of _____ [insert year]

Third Annual Payment – Due on or before September 30, _____.
CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment

generated from the Development on the Site actually received by CCDC as of September 30 of _____ [insert year]

CCDC may redeem, at any time, in whole or in part, without penalty, the then principal amount outstanding.

Participant acknowledges that the sum of the four Annual Payments may be less than the CCDC Reimbursement if the tax increment generated by the Development during the Reimbursement Period is less than the CCDC Reimbursement.

If the CCDC Reimbursement is not fully reimbursed by the four Annual Payments or by the Termination Date of the Plan, CCDC will not be obligated to make any additional payments.

3. Limitation on Making Payments

It is the intention of the parties that Participant shall only be paid from the Incremental Tax Revenues, if any, which are paid or are payable to CCDC as a direct result of the Private Development constructed by the Participant on the Site. If, for any reason, the Incremental Tax Revenues anticipated to be received by CCDC as a direct result of the Private Development on the Site are reduced, curtailed, or limited in any way by enactments, initiative referendum, or judicial decree, CCDC shall have no obligation to pay the tax increment obligation to Participant as described in this Agreement from other sources or monies which CCDC has or might hereinafter receive.

4. Except as expressly modified above, the terms and conditions of the Participation Agreement are still binding on CCDC and Participant as set forth in such Participation Agreement.

IN WITNESS WHEREOF, this Payment Schedule has been entered into as of the date and year first above written.

CCDC:
CAPITAL CITY DEVELOPMENT CORPORATION

By: _____
_____, Executive Director

Date

PARTICIPANT:

By: _____
Its: _____

Date



AGENDA BILL

Agenda Subject: 200 Myrtle Street– Boise Caddis - Type 2 Participation Agreement Designation with Boise Caddis, LLC		Date: March 11, 2019
Staff Contact: Laura Williams	Attachments: 1) Site Map 2) Images and Rendering 3) Public Improvement Plan	
Action Requested: Review Boise Caddis as a project eligible to utilize the Type 2 General Assistance Participation Agreement and direct staff to continue negotiating a final agreement with Boise Caddis, LLC for future board approval.		

Background:

Boise Caddis is a mixed use residential, retail, and parking garage project being developed by River Caddis in the River Myrtle-Old Boise URD and in Boise's Central Addition District. River Caddis is a Michigan based development company that has extensive experience in developing multifamily, retail, and office assets in Michigan, Texas, Ohio, Florida, and Iowa, with pending projects in South Carolina, Arizona, and Colorado. This will be their first project in Boise.

Boise Caddis will be comprised of 173 apartment units, 394 structured parking spaces, and 4,000 SF of ground floor retail space. The project's amenities will include: a club room, private dog park, bike parking, gym, and a courtyard deck on the fifth floor. Some of the units will have balconies or landscaped patio areas. Boise Caddis was approved by Design Review on February 13 of this year. The developer plans to begin construction this summer with an estimated completion in the summer of 2021. The parcel is currently used for surface parking with three small, old structures.

The project will be 8 stories with parking on the first 4 levels of the project with retail / community space wrapped on Broad and 3rd Streets. It will have approximately 24 efficiency units, 31 studios, 74 1-bedrooms, and 43 2-bed units. Rents are planned to range from \$900 - \$2,300 (current value) depending on the unit type. The efficiency units are between 350-480 SF.

Ada County will be purchasing the entire parking garage condominium for its employee parking and individuals living in the building will be able to lease parking spaces from Ada County.

The public improvements being constructed, which are eligible for CCDC funding, include sidewalks/streetscapes on Myrtle, 3rd, and 2nd streets, landscaping, street lights,

benches/seating, alley work, utility under-grounding, and some enhancements to Broad Street. The developers are currently exploring tapping into the geothermal line for snowmelt and heating for the retail/community spaces. The developers are also working with Boise City Arts & History Department on a Public Art element.

The project has included special consideration to the 3rd and Broad Street streetscape areas. The 3rd Street corridor is identified in the River Myrtle-Old Boise Urban Renewal Plan as an important pedestrian connection between downtown and Julia Davis Park. The developers are responding by adding additional landscaping and wider sidewalks with seating areas along 3rd Street. Some of these improvements are located outside of the right of way and will require a permanent public easement to qualify as Eligible Expenses. Additionally, the developers chose to create a small pedestrian node at the corner of 2nd and Broad Streets. It will provide relief from the building façade and nicely punctuates the end of Broad Street, an important pedestrian area for the Central Addition. A portion of this area will also require an easement to be considered eligible for reimbursement as well. The easements are not finalized at this time, but will be worked through with the Developers, City of Boise, and CCDC prior to any reimbursement.

Boise Caddis has requested designation for CCDC's Type 2 Participation Program, which is scored based on 10 urban design categories. Preliminary review of the project scorecard shows that it will score approximately 140 points putting it in the highest reimbursement category - Level A. Level A scoring allows the project to receive 80% of its tax increment generated for up to four years. Timing estimates show that the life of the district will expire after three years of reimbursement, which will cover a substantial amount of eligible expenses for reimbursement.

In January, the CCDC Board approved the Updated Participation Program which includes a Type 2 General Assistance Reimbursement. This project meets the requirements of the Type 2 Program and also promotes a CCDC and City objective to bring more housing options to downtown Boise.

Project Summary and Timeline:

- Located on 2nd and Broad
- 173 for-rent units
- 394 structured parking spaces and 6 tuck under spaces
- \$31 million Total Development Costs (excluding cost of Parking Garage, because it will be sold to Ada County)
- 200 Construction jobs
- 30 Permanent Jobs
- February 11, 2019 – DR Approval
- April 2018 - Type 2 Agreement Finalize/Execute
- Summer 2019 - Construction Start
- Summer 2021 - Construction Complete
- Late 2021 - Developer submits costs for reimbursement
- 2022: Project is on tax rolls and pays property taxes

- 2023 - 2025 - T2 reimbursement based on actual expenses and taxes paid

Fiscal Notes:

Preliminary information shows that the project has Eligible Expenses of approximately \$1.1 million. Based on CCDC's Tax Increment generation equation, CCDC estimates that the project will generate between \$300,000 - \$400,000 annually beginning in FY 2023. The reimbursement for Eligible Expenses will be 80% this number annually, approximately \$250,000-\$300,000. Assuming the project is complete in 2021 and on the full tax roll in 2022, CCDC will reimburse the project for its Eligible Expenses from 2023-2025. The increment will pay back a substantial portion of the project's public improvements costs.

Upon approval of a contract, staff will include the project in the upcoming 5 Year CIP amendment for FY '19-'23 for the River Myrtle-Old Boise URD.

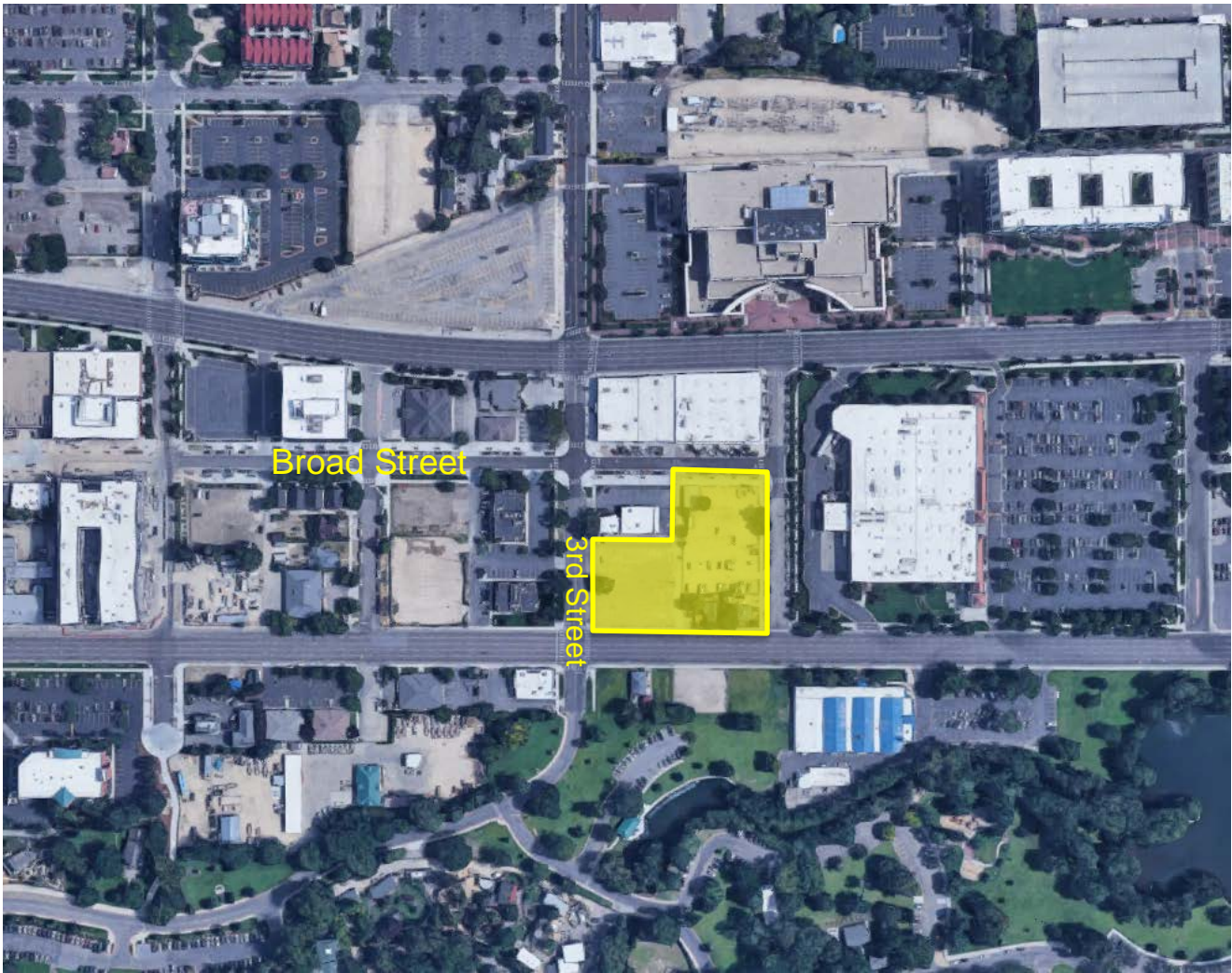
Staff Recommendation:

Provide feedback and direct for staff to continue negotiating and finalizing the terms of the Type 2 Participation Agreement for future board approval.

Suggested Motion:

I move to direct staff to negotiate a final Type 2 Participation Agreement with Boise Caddis, LLC for future board approval.

Attachment 1 – Site Map



9. Project Renderings



3rd and Myrtle Street Corner



2nd and Broad Street Corner

Attachment 2 – Images and Rendering



3rd Street



2nd and Broad Street Corner

Attachment 3 – Landscape Plan
(shows public improvements)





V. INFORMATION ITEMS



DATE: March 11, 2019

TO: Dana Zuckerman, Chair, and Board of Commissioners

FM: John Brunelle, Executive Director

RE: CCDC Monthly Report

WESTSIDE DISTRICT



Economic Development

1010 W. Jefferson St – 10Ten Building – Agency-Owned Property: A draft parking management proposal and contract was received from The Car Park is being reviewed. The Car Park will take over parking management in March.

Tenant List	Parking Stalls
Your Health Idaho	24
BRS	8
Idaho Charter Network	10
Idaho Water Users	2
Alan Gummersall Insurance	2

421 N. 10th St – ISG/BSN Building - Agency Owned Property: The Trophy House lease expired at the end of December 2018; by mutual agreement of the parties, the lease is continuing on a month-to-month basis. No significant maintenance performed in January or February.

Tenant List	Parking Stalls
BSN Sports	0
Trophy House	0
ISG Screen Print	All Available

1001 W. Main St - KOUNT Building - PP Type 1: The developer has informed the Agency that construction fences are scheduled to be removed by March 10, 2019. CCDC will perform one final site inspection before issuing the \$150,000 reimbursement for awnings and sidewalk improvements.

Infrastructure

11th Street Streetscape - Washington Street to Grove Street: These streetscape improvements are slated for construction in FY23. To maximize public investment, the Agency is working closely with ACHD on a current project, the 11th Street bikeway facilities. To ensure that cooperative and coordinated solutions are developed by ACHD and CCDC in their respective planning processes, the Agency is conducting planning and design on a similar schedule to ACHD.

15th Street Utilities - Undergrounding & Conduit: This project will underground overhead power lines and install underground conduit to facilitate future redevelopment (including a new Fire Station #5) and mature street trees on the west side of 15th Street as well as an expanded telecommunications network. On hold pending some unresolved issues between ACHD and City of Boise over ownership and licensing of underground conduit.

May 2018	Quadrant Consulting selected to draw plans and specifications
December 21, 2018	Plans and specifications submitted to ACHD for review
February 15 and 22, 2019	Formal bid advertised
February 27, 2019	Non-Mandatory Pre-Bid Meeting held - 4 bidders attended.
March 14, 2019	Bid Due Date

Westside District - Consolidated Newspaper Boxes: Agency and City are coordinating purchase and installation of new consolidated newspaper boxes. CCDC awaits the city code changes to the Downtown Streetscape Standards that will allow this project to move forward, possibly in April 2019.

Bannock St Streetscape – 8th to 9th Streets: Jensen Belts Associates has completed the Design Review package. The project is on a temporary hold pending outcome of City of Boise/ACHD traffic and street configuration decision.

N. 8th St Streetscapes - Bannock to State streets: Jensen Belts Associates has completed the Design Review package. The project is on a temporary hold pending outcome of City of Boise/ACHD traffic and street configuration decision.

10th & State Streets – Brady Block Concepts: CCDC is working with nearby landowners around the Agency-owned sites to determine the best way to create transformative development in this area. Pivot North Architecture is assisting the Agency with the process, which could include upcoming RFPs or RFQs.

1010 Main St - Avery Building - PP Type2: This is a privately-owned vacant building currently undergoing renovation. CCDC has remained engaged and taken a proactive approach to encourage owner and various development teams to utilize the Agency's Participation Program. Agency is hoping to receive an application for participation when more substantial cost information is available.

1111 Idaho St - 11th & Idaho Building - PP Type TBD: This is a potential new building adjacent the future Westside Urban Park. CCDC is engaged with the owner/investor and anticipates a Participation Program partnership soon.

1715 W. Idaho St - Odyssey Flats - PP Type 1: A Treasure Valley based development team has held a neighborhood meeting and has submitted plans to the City for the development of approximately 18 residential units on this currently vacant parcel. Although the final design and

eligible public expenses are not yet known the developer suggested they would apply for Agency participation later in 2019 upon City approval.

Westside URD - Boundary Adjustment - Eligibility Study: CCDC is working with SB Friedman Development Advisors to analyze a series of parcels adjacent the existing Westside URD boundaries. This analysis will determine eligibility for possible annexation into the plan area. In the event the project moves forward a draft Eligibility Study will be provided to the CCDC Board in the coming months.

Mobility

ParkBOI - 10th & Front Garage – Agency Owned Property: Guho Corp made substantial progress on repair and maintenance project in January, with an expected completion date of February 4, 2019. CCDC and Project Team are working to reconcile repair quantities prior to final completion. Agency is working with a structural engineering firm to design the next phase of repairs.

March 1, 2018	Request for Qualifications Issued
March 15, 2018	Statements of Qualifications due from licensed contractors
April 9, 2018	Board approved the list of prequalified contractors
May 8, 2018	Invitation to Bid given to three prequalified contractors
June 11, 2018	Board awards contract to lowest responsive bidder Guho Corp
July 27, 2018	Notice to Proceed
August 6, 2018	Construction commences
November 2018	Construction underway
December 2018	Change Order for additional work and more time

January 22, 2019	Substantial Completion
March 15, 2019	Final Completion anticipated

11th Street Bikeway - ACHD Collaboration - River Street to Washington Street: 11th Street has been identified in plans by City of Boise and ACHD as an important corridor for the west side of downtown Boise. It prioritizes cyclists, pedestrians, retail, business, and residents while accommodating existing vehicular use. ACHD is conducting a bikeway planning process for improvements to be made in FY2021 to prioritize 11th Street as a cycling corridor. CCDC is collaborating with ACHD by conducting a preliminary streetscape improvement programming effort for 11th Street to identify synergies between these two upcoming projects.

Westside Circulator - Preliminary Engineering: CCDC is partnering with City of Boise Public Works to split the costs of preliminary engineering for the Downtown Circulator project. The Agency stands ready to assist and anticipates direction in the near future.

N. 8th Street – City of Boise/ACHD Traffic Configuration: The Kittleson & Associates traffic and bike lane analysis and Jensen Belts Associates design package were presented to the City Council on January 29, 2019. The Council has requested public outreach on the project, and the City and ACHD staffs are working on public outreach plan. The Agency stands ready to assist, and move forward with streetscape projects, following City of Boise/ACHD decision

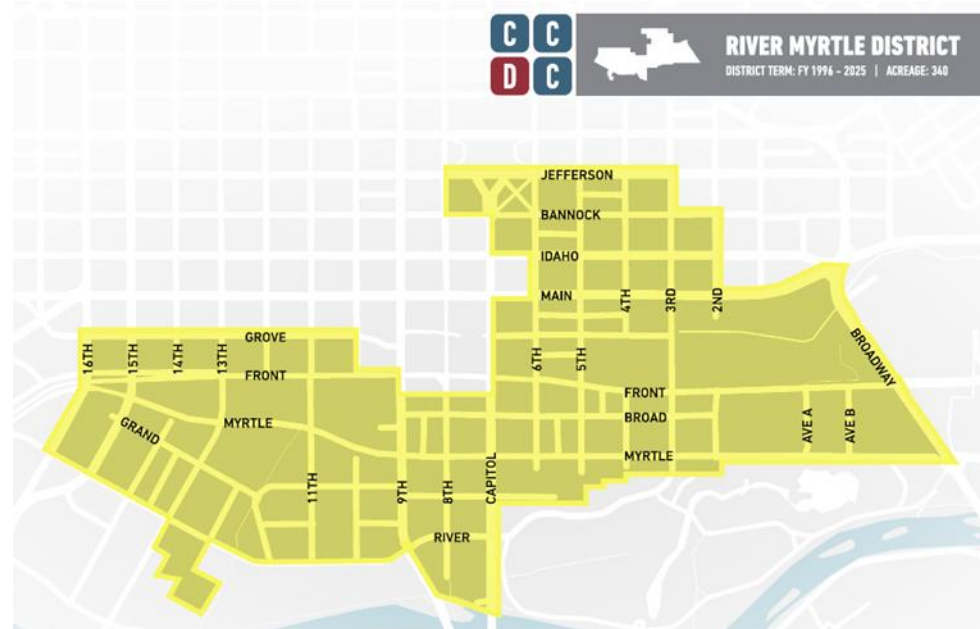
Place Making

11th and Bannock Streets – Westside Urban Park: The Master Development Agreement approved by the CCDC Board in August 2018 is awaiting City Council consideration once a land agreement between the City and the property owner is finalized. The City Arts & History Department is preparing a call for artists, to be used in selecting an artist to produce and incorporate artwork into the park. The design team is concurrently developing ideas for site features to be included in the park.

Special Projects

Westside Public Art - City of Boise Traffic Boxes - PP Type 4: The City Arts & History Department issued the Call-To-Artists to select artists for the project. A selection panel is scheduled for March 4, 2019 to review content to be developed. The T4 Agreement between CCDC and the City was approved by the Board on February 11, 2019. Artists were selected by City on March 4, 2019.

RIVER – MYRTLE / OLD BOISE DISTRICT



Economic Development

6th and Front Streets - Hotel and Parking Garage - PP Type 3, 5: Excavation and utility work is underway at 6th and Front streets. The parking garage is scheduled to be complete in early 2020, with the hotel to follow in summer 2020.

505 W. Idaho Street - The Gibson - PP Type 2, 4: The Gibson apartment building is complete and approximately 75 percent leased. The Agency inspected improvements subject to reimbursement under participation agreements, and is awaiting some final documentation from the developer.

503-647 S. Ash Street – Ash Street Townhomes– Agency Disposition PP Type 5: In 2018, through a competitive RFQ/P process this property was sold to deChase/Miksis for the purpose of transforming these underutilized parcels into workforce housing. The Ash Street Townhomes will add 34 workforce rental housing units as well as a small retail space along the Pioneer Pathway. The development should be completed summer 2019. Upon successful completion, Agency Disposition and Development Agreement commits to a land write down and the reimbursement of public utilities in and around the site.

611 S. 8th Street – Afton Phase I – Agency Disposition PP Type 5: In 2001, CCDC acquired this site for redevelopment then it sold in two phases to RMH Company following a 2013 competitive RFQ/P process. Phase I units are completed, sold, and occupied. A unique restaurant, Kiwi Shake & Bake, opened in December 2018 at corner of 8th and River Streets.

620 S. 9th Street – Afton Phase II – Agency Disposition PP Type 5: In 2001, CCDC acquired this site for redevelopment then it sold in two phases to RMH Company following a 2013 competitive RFQ/P process. Phase II construction is well underway and the final transaction with the developer is planned for late 2019.

500 S. 8th Street – Trailhead – Agency Leased Property: This 60-month lease entered Year Five on February 1, 2019, which decreases the Agency's expenses related to utilities to 60 percent. Facility operations and maintenance continue at a normalized level, while event and user programming by Actuate Boise remains active. Trailhead's new Executive Director is scheduled to provide the required annual report to the CCDC Board at its March meeting. Trailhead will be a Treefort venue and will participate in the "First Thursday Treefort 2019 Window Walk."

410 S. Capitol Blvd - Marriott Residence Inn - PP Type 2: The project's first reimbursement is scheduled to be paid in September of 2019.

200 Myrtle Street - Boise Caddis - PP Type 2: The developer submitted a Type 2 application in February. The Agency will bring the project to the Board for designation at its March 11, 2019 meeting. The request includes approximately \$1.2 million in public improvements for 2nd, 3rd, Myrtle streets and a small portion of Broad Street.

406 Broad Street - Cartee Apartments - PP Type 2: The CCDC Board formally designated The Cartee as eligible for Type 2 funding at its February 11, 2019 meeting. An agreement will be presented to the Board for approval at its March 11, 2019 meeting. The agreement contemplates approximately \$1.3 million in eligible expenses to be reimbursed using the project's 2023-25 tax increment dollars.

429 10th Street - Agency Owned - PP Type 5 (RFP): The CCDC Board approved the Option to Convey Agreement with the City for this .08-acre parcel at its February 11, 2019 meeting. The Agency anticipates a Disposition Agreement will come to the Board for approval in the coming months.

Infrastructure

535 S. 15th Street – River Street Lofts – PP Type 1: Construction continues on the ten townhomes. The construction method is different than traditional timber-building, as the developer/contractor builds using Insulated Concrete Forms (ICF). The forms are installed level by level and concrete is poured into the forms. Then the interior framing is complete on each level, before the next floor is built. The developer has offered an Agency' tour in the late spring, and plans to be complete with construction in early summer.

N. 5th and Grove Streets Utilities - Underground & Conduit: This project consists of the design and construction to underground the utilities and install a conduit bank on 5th Street from Front Street to Main Street. Idaho Power and Quadrant Consulting are working on plans, expected in March. Easement agreements are complete.

11th Street Streetscape - Grove Street to River Street: These streetscape improvements are slated for construction in FY23. To maximize public investment, the Agency is working closely with ACHD on a current project, the 11th Street bikeway facilities. To ensure that cooperative and coordinated solutions are developed by ACHD and the Agency in their respective planning processes, the Agency is conducting planning and design on a similar schedule to ACHD.

River Street Streetscape – 11th Street to Ash Street: Design and construction of 2018 streetscape improvements on River Street between Ash Street and 12th Street. Construction

complete. Substantial completion punch list items complete. Closeout documents have been received.

N. 6th Street Streetscape - Front Street to Main Street: Design and construction of streetscapes on 6th Street between Main and Front streets. The Land Group has been hired as the design professional for the project. The Design Review (DR) package will be submitted to City of Boise the week of March 11, 2019.

October 9, 2018	RFP issued to three on-call design professional firms
November 5, 2018	The Land Group selected as design professional of record
December 2018	Task Order with final scope of work for project executed
March 2019	DR package submitted to City of Boise.

RMOB - Consolidated Newspaper Boxes: CCDC and the City are coordinating purchase and installation of new consolidated newspaper boxes. The Agency is awaiting the city code changes to the Downtown Streetscape Standards that will allow this project to move forward, possibly in April 2019.

122 N. 5th Street - Shops at 5th - PP Type 1: The developer is no longer proceeding with this project and the property has been sold. The Agency will send a formal termination letter for the existing Type 1 Agreement. However, should a new project move forward on the site, the developer can submit a new application for Participation Program funding.

204 N. Capitol Blvd - Adelman Building - PP Type 1: Drawings have been submitted for permit, and developer is working to resolve structural concerns.

390 S. Capitol Blvd - Mod Pizza - PP Type 1: The CCDC Board formally designated this project as eligible for Type 1 funding at its February 11, 2019 meeting. The Agency negotiated a Type 1 Participation Agreement and will be requesting Board approval at the March 11, 2019 meeting. Eligible expenses in the Type 1 Agreement total approximately \$100,000 for awnings and minimal sidewalk improvements.

Mobility

S. 5th St and Myrtle St – Signalized Crossing: Kittelson & Associates is working on a preliminary warrant analysis for a new signalized crossing at S. 5th and Myrtle streets.

RMOB Circulator – Preliminary Engineering: CCDC is partnering with the City of Boise to split the costs of preliminary engineering for the Downtown Circulator project. The Agency stands ready to assist and anticipates direction in the near future.

ParkBOI - Capitol & Myrtle Parking Garage – Agency Owned Property: There were multiple snow events during the month of January. The Contractor responsible for plowing and deicing performed well. No significant disruption in service to garage customers was reported.

ParkBOI - 9th & Front Parking Garage – Agency Owned Property: The Agency is scoping a project to hire a materials testing consultant to evaluate the stair towers for chloride intrusion. The deliverable will be a report, the results of which will be used to update the Agency's Parking Reinvestment Plan. There were multiple snow events during the month of January, the Contractor responsible for plowing and deicing performed well. No significant disruption in service to garage customers was reported.

ParkBOI - 11th & Front Parking Garage – Agency Owned Property: A warranty walk-through was conducted on January 7, 2019. Representatives were present from CCDC and all condominium partners. A number of "punch list" items were identified, and following the inspection: the contractor caulked the threshold in mid-January and the leaking has ceased; the contractor also adjusted the Fire Riser Room Door and has corrected the issue. On February 1, 2019, the contractor ground down a portion of the drain at the bottom of the level 4 ramp in an effort to improve drainage. The Agency investigated the drainage issue the week of February 4, 2019. The drain performed better. The Parking Operator was instructed to pay special attention to ponding at this location during rain events.

N. 5th and 6th Streets – City of Boise/ACHD Traffic Configuration: ACHD has this project on indefinite hold until there is programmed construction funding. The Agency stands ready to assist and anticipates direction in the near future.

Place Making

Grove Street – Multi-Block Improvement Project: Work is in process to collaborate with the City and design professionals to develop a vision statement and design ideas. CCDC has solicited proposals from design professionals for review. Design Professional proposals have been received. Selection in collaboration with the City and contracting forthcoming.

Block 5, 33, 34, 35 – CCDC Alley Program: This project removed the overhead power and telecommunication lines in the alleys between City Hall and the Old Assay Office. Project complete.

Block 7 – CCDC Alley Program: CCDC and The Land Group reached tentative agreement with property owners on trash placement and screening, lighting options, and necessary easements. The Agency will present the schematic concept to the Board at its March meeting.

Special Projects

RMOB Public Art – City of Boise Traffic Boxes – PP Type 4: The City Arts & History Department issued the Call-To-Artists to select artists for the project. A selection panel is scheduled for March 4, 2019 to review content to be developed. The T4 Agreement between CCDC and the City was approved by the CCDC Board on February 11, 2019. Artists were selected on March 4, 2019.

S. 8th St Public Art - City of Boise Murals - PP Type 4: CCDC is working with the City Arts & History Department on a T4 Agreement for murals in Simplot Alley and on 9th Street. The City is in the process of deciding how to handle easements. The Agency stands ready to assist and anticipates direction in the near future.

RMOB Public Art – City of Boise Broad Street Sculpture – PP Type 4: Call-to-Artists to be issued by the City and an artist selected for the project. The T4 Agreement was approved by the CCDC Board on February 11, 2019. The artist selection panel is scheduled for April 17, 2019.

30TH STREET DISTRICT



Economic Development

2403 Fairview Ave - Adare Manor - PP Type 2, 4: The development is well under construction with completion anticipated by the end of 2019. The combined participation agreement is for about \$730,000 for public improvements adjacent to the development.

Infrastructure

2200 Fairview Ave - New Path Community Housing - PP Type 1: CCDC has checked with the developer about the reimbursement submittal. Developer is waiting on receiving invoices from subcontractors before submitting. A site inspection will be conducted once the reimbursement paperwork is received. The Agency will reimburse for approximately \$120,000 for public improvements in the right of way.

301 29th St - Whittier Elementary - PP Type 4: Construction continues on Phase 2 of the Whittier renovation, which includes a substantial amount of the improvements being completed in the right of way (sidewalks, streets, plaza space). Construction is scheduled to be complete by mid-August 2019 at which time CCDC will process the reimbursement of approximately \$550,000.

Mobility

Main Street and Fairview Avenue - Street Configuration: ACHD will be re-striping both streets generally from four lanes to three lanes with parking-protected bike lanes this summer. CCDC currently has no role in this effort.

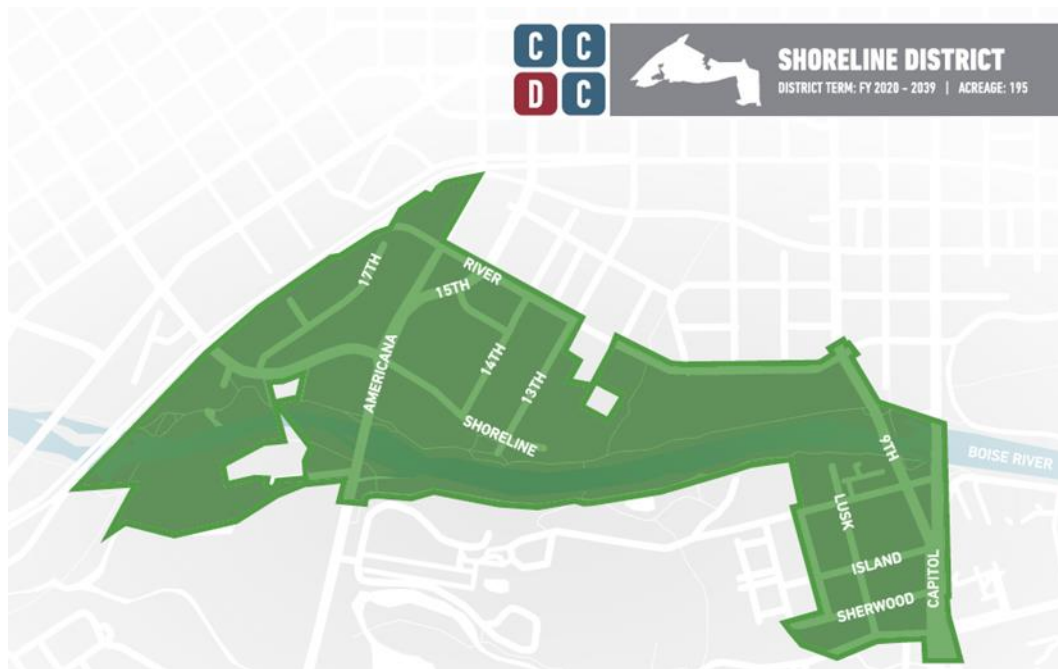
Place Making

30th Street District - Urban Renewal Plan Amendment: CCDC has been involved in discussions regarding the development of a sports park since 2017. In the event Agency financing is involved in the development and it is located in the 30th Street District, it is likely that an amendment to the 30th Street Urban Renewal Plan will be necessary. The Agency stands ready to assist and anticipates direction in the near future.

Special Projects

30th Street District Public Art - City of Boise Traffic Boxes - PP Type 4: The City Arts & History Department issued the Call-To-Artists to select artists for the project, with the selection panel scheduled for March 4, 2019. The T4 Agreement between CCDC and the City is on the February 11, 2019, CCDC Board Meeting agenda. Artists were selected on March 4, 2019.

SHORELINE



Economic Development

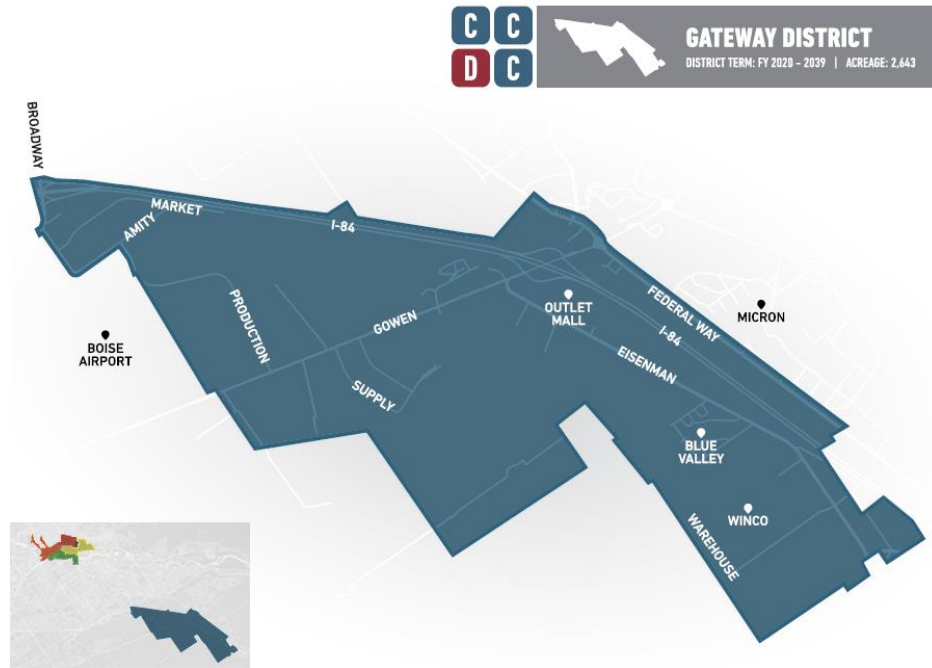
New District – Shoreline: The Shoreline District was approved by City Council December 4, 2018, with final reading December 18, 2018 and transmittal to State Tax Commission, Ada County, and taxing districts December 21, 2018. District establishment is complete and Agency continues to work with stakeholders in the District to be proactive in bringing forth the Plan’s stated initiatives and projects.

Shoreline District - Downtown Boise Streetscape Standards Update: CCDC in collaboration with the City is updating the Downtown Boise Streetscape Standards Manual. These standards provide guidance to private development and Agency’s Capital Improvement Plan projects about streetscape improvements in the public rights-of-way within the downtown Urban Renewal Districts.

The standards currently in effect were adopted by the City in 2015 and do not include the Shoreline District project area. This update will incorporate the Shoreline District project area as well as the innovative stormwater management strategies outlined in the City’s Lusk Street Neighborhood Master Plan and River Street Neighborhood Master Plan.

The update will be reviewed by neighborhood associations, the City and ACHD before being presented for recommendation by the CCDC Board to City Council for approval and adoption in Blueprint Boise. This collaborative process is expected to begin in April 2019 and be complete by February 2020.

GATEWAY EAST



Economic Development

New District – Gateway East: The Gateway East Plan to develop east Boise industrial property was approved by City Council December 11, 2018 with final reading December 18, 2018 and transmittal to State Tax Commission, Ada County, and taxing districts December 21, 2018. District establishment is complete.

Mobility

Gowen Road – ACHD Cost Share - PP Type 4: ACHD has a project to replace the Gowen Road Bridge over the Boise Valley Railroad, including widening with bike lanes and sidewalks. The Agency is working on a cost share/participation agreement to install fiber optic conduit and accommodate a future pathway under the bridge, in accordance with the Gateway East Plan. The cost share would be for approximately \$445,000 due upon completion of construction in 2022. ACHD is in the process of drafting a cost share and license agreement based on the application approved by the CCDC Board in February.

AGENCY WIDE – ALL DISTRICTS

CCDC Agency Request for Qualifications for Design Professionals and Professional Surveyors: State law requires that design professionals (licensed architects, landscape architects, engineers, and land surveyors) be selected based on qualifications and experience rather than lowest bid. State law allows agencies to conduct a formal, qualifications-based selection process to create a list of selected and pre-approved design professionals. The Agency last went through this pre-qualification process in 2014 and the firms selected at that time have been providing services based on a five year, non-exclusive on call professional services contract. On February 20, 2019 the Agency issued a Request for Qualifications, advertising it in the Idaho Statesman on February 20 and February 28, 2019. The qualification proposals are due on March 20, 2019. Once received the Agency will evaluate the proposals first for technical requirements and then for qualifications and demonstrated experience, conducting interviews if needed. The recommendations will be presented to the Board at the May 13, 2019 Board Meeting for approval.

February 20, 2019	RFQ Issued
February 20 and 27, 2019	RFQ advertised in Idaho Statesman
March 20, 2019	Request for Qualification Proposals Due
March - April, 2019	Evaluations, Reference Investigations, and/or Interviews
May 13, 2019	Board consideration - anticipated

Economic Development

CCDC Agency Participation Program - Review & Update: The Agency presented Participation Program Updates to the Board at its December 2018 meeting as an Information Item. The Board formally adopted the updates at its January 2019 meeting. The updates primarily revise the Type 2 reimbursement to increase the incentive for income-qualified housing developments by increasing the term of reimbursement. The updates also clarified awning requirements as eligible expenses; increased Type 1 participation maximum from \$150,000 to \$200,000; determined a project was eligible for only one Participation Program Type; and clarified some definitions. The Agency updated the Type 2 application to align with the updated program with plans to review Agreement language in the coming months.

ParkBOI - Parking Garage Design Guidelines: CCDC solicited a proposal from consultant Kimley-Horn for parking garage design guidelines. Kimley-Horn is under contract and is beginning work on guideline updates. The Agency received final comments from stakeholders and passed them to Kimley-Horn. Kimley-Horn is working to incorporate updated comments and provide the Agency with a final draft for review.

ParkBOI – Parking Rates - Annual Review: Demand remains strong for spaces throughout the system, especially in the 9th & Main Parking Garage, and the hope is to divert some of that demand to other facilities. The wait lists have been reduced from nearly 1,300 to 66 currently. The FY19 budget was adopted without any parking rate adjustments. An annual review of parking rates and possible adjustments will be considered in the coming months.

City of Boise Park & Ride Shuttle: A park and ride shuttle based at Elder Street near Vista Avenue and the Interstate remains at 101 “signed up patrons” with a ridership of 8-12 persons per day. CCDC and the City met with mobility representatives from Ada County and St. Luke's Health Care System to discuss mobility needs and solutions. While both entities supported and promoted the shuttle service, it is unlikely that either employee group will shift towards using the service anytime soon. The City has planned an outreach/marketing campaign for the shuttle service which is expected to be complete by the end of March. A review has begun to explore an alternate site and a reduction in the number of daily pickups.

ParkBOI - New Product - Nighttime Monthly: CCDC will continue to explore alternatives to 24/7 monthly parking passes. As part of the budgeting process for 2020 the Agency will revamp some of its offerings to try and attract customers to programs which reduce vehicle miles traveled by “single occupied vehicles” and encourage shared mobility.

Downtown Mobility Collaborative (DMC): The Downtown Mobility Collaborative is a newly formed public-private partnership headed by newly-hired Program Director Kaite Justice of VRT. The DMC is a “Transportation Management Association”. It will focus on improving transportation options in downtown Boise by building partnerships and bringing key groups together to develop actionable plans that meet the needs of a growing city. This collaboration consists of CCDC, the City, VRT, ACHD, and BSU. A FAQ sheet has been developed, a work plan nearly finalized and an outreach/messaging program is being developed. Program Manager Kaite Justice is on the CCDC Board's April 8 meeting agenda.

ParkBOI - Usage Analytics: The Agency continues to pursue statistics that can be relatively easily extracted from its PARCS (Parking Access & Revenue Control System) equipment and compiled in such a manner that the data is understandable to all users and easily compared with previous data. A detailed report to the CCDC Board is planned for April.

Parking Supply/Demand Update: CCDC is nearing completion of an update to its parking space demand and supply. Last done in 2014, the new results are that there some 500 fewer spaces as a result of vacant lots being converted to apartments, hotels and office buildings. The damage to supply would have been worse if not for the 828 spaces built at the 11th & Front Parking Garage. Supply appears to accommodate demand currently in four of the five study areas, with the southeast portion of downtown lacking sufficient parking. The study is expected to be completed in April 2019.

Park+ Parking Modeling Program: Last year CCDC invested in a parking modeling program to help the City and Agency predict the impact of proposed developments on the parking demand and supply. The same demand/supply data that was gathered last Spring was fed into the program with parcel and land use information. As additional developments are proposed, information can be fed into the program to help predict traffic and parking impacts. The program will be used to update recent development scenarios.

Parking Management Plan Update: CCDC recently entered into an agreement with Kimley-Horn to assist with a modernization of the Agency's Parking Management Plan. This document serves as the legal, financial and operational underpinning of the Agency's parking system. It is referred to when rates are adjusted, when garages are funded and when a parking operator is hired. The Agency feels it needs to be modernized to more accurately reflect changes in bond covenants, equipment and predicted evolutions in the mobility landscape. The study will be completed by September 2019 and will involve CCDC Board input along the way.

ParkBOI - 9th & Main Parking Garage - BikeBOI Bicycle Parking: Design and construction of a secure bike storage facility in the 9th & Main Parking Garage. Hellmann Construction was the lowest bid at \$184,909. A contract between the Agency and Hellmann Construction was executed February 7, 2019 and actual construction began on February 18, 2019. Substantial completion is anticipated by the end of May 2019.

April 2018	CTY Studio selected for design services
October 2018	Plans submitted to Boise City for building permits
December 19, 2018	Formal bid issued
January 9, 2019	Pre-Bid Meeting
January 29, 2019	Nine Bids Received
February 11, 2019	Notice to Proceed issued. Construction began on February 18, 2019

ParkBOI - 9th & Main and Capitol & Main Parking Garages – LED Lighting Project: The Agency and the Parking Operator are working to design and install new LED lighting in the Capitol & Main and 9th & Main Parking Garages. The scope is to replace the existing non-LED fixtures with new LED fixtures to improve efficiency and decrease maintenance requirements. The Agency anticipates working with Idaho Power to receive a rebate under the Energy Efficiency Incentive program. Final drawings were received from CSHQA on February 1, 2019.

October 2018	CSHQA selected for design services
February 20, 2019	Formal Bid Issued
February 28, 2019	Non Mandatory PreBid Meeting. Four bidders attended
March 19, 2019	Bid Due Date

ParkBOI - Capitol & Front Parking Garage - Agency Owned Property: The Agency continues to receive inquiries regarding the potential disposition of the facility. Ongoing conversations with interested buyers continue. Timeline for potential sale remains undetermined.

ParkBOI - Capitol & Main Parking Garage – Elevators: The Agency is working to design and refurbish the two elevators in the Capitol and Main Parking Garage. The contract was executed on February 12, 2019 and the Notice to Proceed issued on February 28, 2019. Schindler Elevator engineers were onsite February 28, 2019 to gather preliminary information for the new equipment. Next steps consist of Schindler making submittals of equipment to be installed for approval, this is expected to take two weeks. Once submittals are approved Schindler will order the new elevator equipment. Anticipated lead time is approximated 13 weeks. Actual construction and installation is expected to begin in mid-June 2019.

June 2018	Task Order with Hummel Architects for design services
October 2, 2018	Bid issued. Project estimate exceeds \$200k. Formal bidding
October 19, 2018	Addendum No. 1 issued extending the Bid deadline to October 30, 2018
October 30, 2018	Two sealed bids received
December 10, 2018	Agency Board considered contract award to lowest responsive bidder Schindler Elevator Corporation – deferred to January 14, 2019
January 14, 2019	Contract Award
February 28, 2019	Notice to Proceed issued. Construction began on February 28, 2019.
Mid-June	Actual construction (one elevator down) begins.

[Special Projects](#)

Public Outreach – Websites & Social Media: New maps of all districts, including Shoreline District and Gateway East District and additional functional upgrades and features to website are underway. Project pages have been moved from current site to new site. The new interactive map is live on the ccdcoise.com website. Testing and minor changes to improve user experience are underway. ParkBOI website continues to be updated to improve the customer experience.

Public Outreach - 2018 Annual Report: A Task Order for Professional Services was issued to JedSplit Creative for the design and production of the Agency's 2018 Annual Report. Draft report will be presented at the March Board Meeting with a vote to approve the report with minor edits to follow. The final Annual Report will be filed by the March 31, 2019 deadline.

New URD - Central Bench District: CCDC hired PGAV Planners, a Missouri-based planning and development consulting firm, to conduct an Urban Renewal Eligibility Study. The results of this study will inform whether or not the study area is eligible for urban renewal assistance. The eligibility report findings are expected to be presented to the CCDC Board at its April 2019 meeting.

New URD - State Street Corridor District: CCDC and the City are collaborating on the establishment of an Urban Renewal District to support redevelopment of mixed use activity centers in support of future bus rapid transit (BRT) along the State Street corridor between 27th Street and Horseshoe Bend Road. Leland Consulting has completed a draft eligibility study for the Boise side. The Agency is in discussions with Garden City about expanding the eligibility study area into parts of Garden City and considering a potential joint Urban Renewal District.

Condominium Associations

Building Eight Condominiums Association

Members	Percent Interest
CCDC - Capitol & Myrtle Parking Garage	35%
Raymond Management (Hampton Inn & Suites)	62.5%
Hendricks (retail units represented by Colliers International)	2.5%
Annual Report Due: December 31, 2019	Next Annual Meeting: TBD
Issues/Comments:	No major freezing issues during the winter. There's an ongoing insurance claim related to damage that occurred to a Hampton Inn Unit. Agency is working with Condo partners and insurance providers.

Front Street Condominium Association

Members	Percent Interest
CCDC - 9th & Front Parking Garage	25.76%
GBAD	2.00%
Aspen Condominiums	52.17%
Hendricks (retail and office units represented by Colliers International)	20.07%
Annual Report Due: November 30, 2019	Next Annual Meeting: TBD
Issues/Comments:	Annual Meeting was held November 26, 2018.

Block 22 Condominium Association

Members	Percent Interest
CCDC - Capitol & Front Parking Garage	13.30%
Block 22 (The Grove Hotel, CenturyLink Arena)	86.7%
Annual Report Due: July 31, 2019	Next Annual Meeting: TBD
Issues/Comments:	None

Capitol Terrace Condominium Association. The Agency is working with Hawkins Companies, new owner of the Main + Marketplace commercial condominium units, to create a modern set of condominium declarations and possibly reallocate certain areas of common area to better address commercial needs. Ultimately, reallocation of common area and updated declarations will require formal CCDC Board approval. This item will be brought to the CCDC Board for review and to affirm direction at the Board's March meeting.

Members	Percent Interest
CCDC - Capitol & Main Parking Garage)	50%

Hawkins Companies (Main + Marketplace)	50%
Annual Report Due: February 28, 2020	Next Annual Meeting: March or April, 2019
Issues/Comments:	Agency working with Management Body on a solution to secure the trash room, as a result of cleanliness issues. The trash room was pressure washed on February 27, 2019, the Management Body has contracted with a company to conduct a thorough cleaning weekly.

Downtown Parking Condominiums Association

Members	Percent Interest
CCDC - 9th & Main Parking Garage	93.51%
Les Bois Holdings, LLC (commercial unit)	2.03%
Eastman Building, LLC (commercial units)	4.46%
Annual Report Due: September 30, 2019	Next Annual Meeting: Spring 2019
Issues/Comments:	None

ACME Fast Freight Condominium Association

Members	Percent Interest
CCDC – 11 th & Front Parking Garage	30.10%
BVA	69.90%
Issues/Comments:	Annual Meeting conducted on February 14, 2019. Agency is working with the Managing

	Member to obtain budget information and ensure the Annual Report is filed.
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