



# **BOARD OF COMMISSIONERS MEETING**

CAPITAL CITY DEVELOPMENT CORPORATION  
Board of Commissioners Meeting  
Conference Room, Fifth Floor, 121 N. 9th Street  
April 8, 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 – March 2019
- B. Minutes and Reports
  - 1. Approval of March 11, 2019 Meeting Minutes

IV. **ACTION ITEM**

- A. CIP Update/Revisions (5 minutes) .....Kevin Martin
- B. CONSIDER: Approval Resolution #1598 - Eligibility Report, New URD – Central Bench (20 minutes)  
..... Doug Woodruff
- C. CONSIDER: Approval Resolution #1596 - The Disposition and Development Agreement for 429 S 10th  
Street with Boise City (10 minutes) ..... Laura Williams
- D. CONSIDER: Approval Resolution #1597 - Awarding Contract for 15<sup>th</sup> Street Utility Underground and  
Duct Bank (10 minutes)..... Matt Edmond

V. **INFORMATION/DISCUSSION ITEMS**

- A. Block 7 Alley Design Update (5 minutes) ..... Matt Edmond
- B. Mobility Related Ideas (5 minutes) ..... Chair Zuckerman
- C. Mobility Updates (10 minutes)..... Max Clark
- D. Westside URD - Boundary Adjustment (5 minutes).....Shellan Rodriguez
- E. 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: 3/1/2019 through 3/31/2019

Payee	Description	Payment Date	Amount
<b>Debt Service:</b>			
<b>Payroll:</b>			
PERSI	Retirement Payment	3/8/2019	16,138.25
EFTPS - IRS	Federal Payroll Taxes	3/8/2019	13,308.58
Idaho State Tax Commission	State Payroll Taxes	3/8/2019	2,080.00
CCDC Employees	Direct Deposits Net Pay	3/8/2019	36,355.80
PERSI	Retirement Payment	3/22/2019	16,138.25
EFTPS - IRS	Federal Payroll Taxes	3/22/2019	13,327.58
Idaho State Tax Commission	State Payroll Taxes	3/22/2019	2,088.00
CCDC Employees	Direct Deposits Net Pay	3/22/2019	36,328.81
Total Payroll Payments:			135,765.27
<b>Checks and ACH</b>			
Various Vendors	Check and ACH Payments (See Attached)	March 2019	907,487.51
Total Paid Invoice, Reported Payments:			907,487.51
Total Cash Disbursements:			<b>\$ 1,043,252.78</b>

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

A handwritten signature in blue ink, appearing to read 'P. S. Borken', is written over a horizontal line.

Finance Director

Date

4/1/2019

A handwritten signature in blue ink, appearing to read 'John Balle', is written over a horizontal line.

Executive Director

Date

4/3/19

## Report Criteria:

Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3652	ACHD Commuteride	2019-01	May in Motion Sponsorship	02/19/2019	5,000.00	63221	03/07/2019
	Total 3652:				5,000.00		
1139	American Cleaning Service	7280	Trailhead Cleaning	03/01/2019	936.71	11144	03/11/2019
	Total 1139:				936.71		
3838	American Fire Protection L	12944	Monthly pump inspection &	02/22/2019	185.00	63222	03/07/2019
	Total 3838:				185.00		
1229	Association of Idaho Cities	9462	Associate Membership Du	02/14/2019	500.00	63223	03/07/2019
	Total 1229:				500.00		
1316	Blue Cross of Idaho	1903500010	Health Insurance - March 2	03/01/2019	24,289.74	63217	03/01/2019
	Total 1316:				24,289.74		
1385	Boise City Utility Billing	1177 MAR19	848 Main St # 0447416001	03/01/2019	7.79	11171	03/26/2019
	Total 1385:				7.79		
1418	Boise Metro Chamber of C	5788710	Annual Membership Dues	02/25/2019	450.00	11145	03/11/2019
	Total 1418:				450.00		
3816	Capitol Landscape Inc.	030819	13th St Street Grates & Bri	03/08/2019	8,730.00	63244	03/22/2019
	Total 3816:				8,730.00		
3712	Car Park	JAN 2019	10th & Front - Grove	01/31/2019	26,839.07	11152	03/12/2019
		JAN 2019	9th & Front - City Centre	01/31/2019	31,714.68	11152	03/12/2019
		JAN 2019	9th & Main - Eastman	01/31/2019	29,609.99	11152	03/12/2019
		JAN 2019	Cap & Front - BLVD	01/31/2019	13,682.93	11152	03/12/2019
		JAN 2019	Cap & Main (Cap T)	01/31/2019	37,050.89	11152	03/12/2019
		JAN 2019	Cap & Myrtle - Myrtle	01/31/2019	23,611.93	11152	03/12/2019
		JAN 2019	10th & Front - Grove refun	01/31/2019	100.00	11152	03/12/2019
		JAN 2019	9th & Front - City Centre re	01/31/2019	9.00	11152	03/12/2019
		JAN 2019	9th & Main - Eastman refun	01/31/2019	25.00	11152	03/12/2019
	Total 3712:				162,643.49		
1556	Caselle Inc.	93019	Contract support - March 2	03/01/2019	840.00	63218	03/01/2019
	Total 1556:				840.00		
3474	Cloverdale Plumbing Comp	51241	Trailhead Plumbing Repair	02/22/2019	244.86	63224	03/07/2019
	Total 3474:				244.86		
3947	Crane Alarm Service	53895	Fire Alarm System - Monito	03/01/2019	25.00	63234	03/21/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3947:					25.00		
1787	Downtown Boise Associati	8179	FY2019 Contribution	02/22/2019	24,000.00	63231	03/08/2019
		8179	Parking Map and Directory	02/22/2019	1,800.00	63231	03/08/2019
Total 1787:					25,800.00		
1838	Elam & Burke P.A.	178096	Carley Project - 5th & Front	02/28/2019	385.00	11168	03/26/2019
		178098	New Bench URD	02/28/2019	67.50	11168	03/26/2019
		178100	Civic Partners Developmen	02/28/2019	915.00	11168	03/26/2019
		178101	Parking Matters	02/28/2019	460.00	11168	03/26/2019
		178102	Downtown Boise Public Lib	02/28/2019	540.00	11168	03/26/2019
		178103	Shoreline	02/28/2019	67.50	11168	03/26/2019
		178104	New URD - State STreet	02/28/2019	405.00	11168	03/26/2019
		178105	Sports Facility - 30th Street	02/28/2019	475.00	11168	03/26/2019
		178106	Hoffman v. City of Boise	02/28/2019	550.00	11168	03/26/2019
		178107	WS District Amendment	02/28/2019	405.00	11168	03/26/2019
		178108	101-0 General	02/28/2019	718.80	11168	03/26/2019
		178109	River Myrtle Implement Act	02/28/2019	4,161.40	11168	03/26/2019
		178110	Legislation	02/28/2019	1,440.00	11168	03/26/2019
		178111	WS District	02/28/2019	2,007.30	11168	03/26/2019
		178112	Gateway District	02/28/2019	222.50	11168	03/26/2019
Total 1838:					12,820.00		
4000	Flying Falcon Productions	254	BOMA CCDC Video	03/05/2019	450.00	11158	03/25/2019
Total 4000:					450.00		
3695	Guho Corp.	180101073-0	RD, River Street SS, Ash t	02/28/2019	6,219.97	11153	03/12/2019
Total 3695:					6,219.97		
4104	Hellmann Construction Co	190041 #1	9th & Main Secure Bike Pa	02/28/2019	12,292.05	11154	03/12/2019
Total 4104:					12,292.05		
3810	Hummel Architects PLLC	9064	Cap & Main Elevators Refu	01/31/2019	390.00	11159	03/25/2019
Total 3810:					390.00		
2129	Idaho Blueprint & Supply C	437097	URD aerial maps	02/22/2019	966.00	11146	03/11/2019
		437224	Streetscape maps	02/27/2019	43.25	11146	03/11/2019
Total 2129:					1,009.25		
2165	Idaho Power	6607 FEB19	9th St outlets #220040660	02/28/2019	3.54	11157	03/20/2019
		7995 FEB19	9th & State # 2201627995	02/28/2019	3.54	11156	03/19/2019
		PO 190048	Undergrounding Power - 1	03/13/2019	265,323.10	63247	03/20/2019
		PO 190048	Undergrounding Power - 1	03/13/2019	113,709.90	63247	03/20/2019
Total 2165:					379,040.08		
3900	Idaho Records Manageme	0132144	Records Storage	03/01/2019	87.35	11147	03/11/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3900:					87.35		
2186	Idaho Statesman	263244 FEB	Legal Notices	02/28/2019	381.82	63235	03/21/2019
Total 2186:					381.82		
3966	Involta	0037679	Website Hosting Services	02/28/2019	1,347.90	63248	03/27/2019
Total 3966:					1,347.90		
2288	Jensen Belts Associates	1765-10	WD, Downtown Urban Par	01/31/2019	2,574.20	11169	03/26/2019
		1765-10	WD, Downtown Urban Par	01/31/2019	9,042.78	11169	03/26/2019
Total 2288:					11,616.98		
3913	Kimley-Horn and Associate	13074938	On-Call Professional Servi	01/31/2019	990.00	63232	03/08/2019
		13211993	Garage Design Standard U	01/31/2019	4,945.00	63232	03/08/2019
Total 3913:					5,935.00		
2360	Kittelson & Associates Inc.	100749	Traffic Analysis - 8th Street	01/31/2019	1,275.00	63225	03/07/2019
Total 2360:					1,275.00		
3439	KPFF Consulting Engineer	253120	10th & Front Garage Refur	01/31/2019	715.00	11148	03/11/2019
Total 3439:					715.00		
3819	Level 3 Communications L	78087250	Internet & Data	02/17/2019	240.03	63226	03/07/2019
Total 3819:					240.03		
2465	Materials Testing & Inspect	161911	BikeBOI Bike Shelter (spec	03/08/2019	170.88	11160	03/25/2019
Total 2465:					170.88		
3767	neurilink llc	28422	Service Call	02/28/2019	307.50	11161	03/25/2019
Total 3767:					307.50		
4064	PGAV Planner LLC	110075	Bench URD - Eligibility Stu	02/28/2019	14,938.71	63245	03/22/2019
Total 4064:					14,938.71		
4106	PIPTA	02192019S	2019 host sponsor	02/19/2019	10,000.00	63233	03/08/2019
Total 4106:					10,000.00		
4101	Pivot North Architecture	1676	Westside Master Plan Con	01/31/2019	2,947.50	11162	03/25/2019
Total 4101:					2,947.50		
3901	Plaza 121 Building	030119	DBA Dues - CCDC	03/01/2019	602.86	63227	03/07/2019
Total 3901:					602.86		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
2798	Quadrant Consulting Inc.	10263	5th St Utility Undergroundi	02/25/2019	3,076.75	63236	03/21/2019
		10267	Undergrounding Power - 1	02/26/2019	1,135.21	63236	03/21/2019
		10267	Undergrounding Power - 1	02/26/2019	267.49	63236	03/21/2019
Total 2798:					4,479.45		
3896	Rim View LLC	MAR2019	Monthly Rent and NNN - Tr	03/01/2019	13,713.94	63219	03/01/2019
Total 3896:					13,713.94		
3796	Scheidt & Bachmann USA	35958	February 2019 Merchant F	02/28/2019	813.86	11163	03/25/2019
Total 3796:					813.86		
3542	Security LLC - Plaza 121	MAR19	Office rent	03/01/2019	13,271.50	63220	03/01/2019
Total 3542:					13,271.50		
4107	Signs2U	5052	west wing wall graphics	02/22/2019	1,421.09	63228	03/07/2019
Total 4107:					1,421.09		
3974	Stability Networks Inc.	28818	Adobe acrobat pro license	02/25/2019	467.01	11149	03/11/2019
		28846	IT Services 2019	02/28/2019	1,960.00	11164	03/25/2019
		28846	Azure Cloud Backup	02/28/2019	420.00	11164	03/25/2019
		28846	Caselle upgrade	02/28/2019	87.50	11164	03/25/2019
Total 3974:					2,934.51		
3029	State Insurance Fund	20200400	Premium Adjustment	02/26/2019	228.00	63237	03/21/2019
Total 3029:					228.00		
4109	Syringa Networks	20339 MAR1	internet & data	03/01/2019	802.53	63249	03/27/2019
Total 4109:					802.53		
4108	Tenth and Main Boise LLC	PO 190051	1005 N Main Street - 10th	03/11/2019	150,000.00	63246	03/22/2019
Total 4108:					150,000.00		
3831	The Land Group Inc.	0141275	6th Street Streetscapes, M	02/28/2019	9,535.00	11170	03/26/2019
		0141281	RD, Alley Program - Grove	02/28/2019	3,080.69	11170	03/26/2019
Total 3831:					12,615.69		
4074	The Potting Shed	16514	Interior Plant Maint.	02/28/2019	65.00	63238	03/21/2019
Total 4074:					65.00		
3923	Trailhead	55895	Idaho Power - 60%	02/28/2019	155.57	11165	03/25/2019
		55895	Intermountain Gas - 60%	02/28/2019	203.75	11165	03/25/2019
Total 3923:					359.32		
3505	Travelers	5332Y0201 2	Crime Policy	02/20/2019	580.00	63229	03/07/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3505:					580.00		
3170	Treasure Valley Coffee Inc.	05982420	Cooler Rental	03/05/2019	60.00	63239	03/21/2019
		06001046	Coffee & tea	02/19/2019	141.08	63230	03/07/2019
Total 3170:					201.08		
3233	United Heritage	02014-001 M	Disability insurance - Marc	03/01/2019	1,392.62	63240	03/21/2019
Total 3233:					1,392.62		
3486	Urban Land Institute	2839594	ULI Idaho - Mixed Income	04/01/2019	1,500.00	63241	03/21/2019
Total 3486:					1,500.00		
3835	US Bank - Credit Cards	2.25.2019	Voice, data & webhosting s	02/25/2019	78.68	11155	03/14/2019
		2.25.2019	Office Supplies	02/25/2019	1,256.21	11155	03/14/2019
		2.25.2019	Computer & Software Supp	02/25/2019	48.00	11155	03/14/2019
		2.25.2019	Postage	02/25/2019	186.84	11155	03/14/2019
		2.25.2019	Dues & Subscriptions	02/25/2019	1,204.00	11155	03/14/2019
		2.25.2019	Travel & Meeting(non-local	02/25/2019	25.00	11155	03/14/2019
		2.25.2019	Personnel Training (Local)	02/25/2019	67.00	11155	03/14/2019
		2.25.2019	Local Meetings & Transpor	02/25/2019	179.66	11155	03/14/2019
		2.25.2019	Professional Services Gen	02/25/2019	203.60	11155	03/14/2019
		2.25.2019	Office Furniture & Equipme	02/25/2019	425.66	11155	03/14/2019
		2.25.2019	Banking & Merchant Fees	02/25/2019	83.50	11155	03/14/2019
Total 3835:					3,758.15		
3266	Valley Regional Transit	24738	Bus Passes	03/04/2019	810.00	11166	03/25/2019
Total 3266:					810.00		
3841	VoiceText Communications	21807	Conference calls	02/18/2019	.06	11150	03/11/2019
Total 3841:					.06		
3365	Westerberg & Associates	219	Legislative Advisement Ser	02/28/2019	5,000.00	11151	03/11/2019
Total 3365:					5,000.00		
3998	Western Records Destructi	0431547	Records Destroyed	02/28/2019	40.00	63242	03/21/2019
Total 3998:					40.00		
3374	Western States Equipment	IN000916472	Bldg 8 generator maintena	03/11/2019	276.25	63243	03/21/2019
		IN000916473	Bldg 8 generator maintena	03/11/2019	276.25	63243	03/21/2019
Total 3374:					552.50		
3990	Xerox Corporation	096218030	Copier Lease	02/28/2019	507.74	11167	03/25/2019
Total 3990:					507.74		
Grand Totals:					907,487.51		

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

**I. CALL TO ORDER:**

Chairman Zuckerman convened the meeting with a quorum at 12:02 p.m.

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

Absent: Commissioner Maryanne Jordan

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Mary Watson, General Counsel & Contracts Manager; Doug Woodruff, Senior Project Manager; Laura Williams, Project Manager; Matt Edmond, Project Manager; Shellan Rodriguez, Real Estate Development Manager; Kevin Martin, Project 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:**

There were no changes or additions to the agenda.

**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. Approve Resolution #1593 – 390 S. Capitol Blvd – MOD Pizza – Type 1 Participation Agreement with GRH Cal; BCV Capitol; SRG Capitol *[Designated 2/11/19, NTE \$100,000]*

Commissioner Woodings moved to approve the Consent Agenda.

Commissioner Quintana seconded.

All said Aye, the motion carried 6-0.

#### **IV. ACTION ITEM**

##### **A. PUBLIC HEARING: 2018 Annual Report**

Chair Zuckerman opened the public hearing on the annual report. There being no one from the public to provide comment, Chair Zuckerman, closed the public hearing.

##### **B. CONSIDER: Approval of the 2018 Annual Report**

John Brunelle, Executive Director, gave a report.

Commissioner Woodings moved to approve the 2018 Annual Report.

Commissioner Quintana seconded.

All said Aye, the motion carried 6-0.

##### **C. CONSIDER: Resolution #1595 - Amend Section 2, Article IV, Changing the Composition of the Executive Committee**

Chair Zuckerman, gave a report.

Ryan Armbruster, Agency Legal Counsel, gave a report.

Commissioner Woodings moved to adopt Resolution #1595, approving to Amend Section 2, Article IV, Changing the Composition of the Executive Committee.

Commissioner Quintana seconded.

All said Aye, motion carried 6-0.

##### **D. CONSIDER: Election of Board officers - Chair, Vice-Chair, and Secretary/Treasurer**

Chair Zuckerman, gave a report.

Commissioner Woodings moved to elect Commissioner Zuckerman as Chair, Commissioner Woodings as Vice-Chair and Commissioner Bieter as Secretary/Treasurer.

Commissioner Quintana seconded.

All said Aye, motion carried 6-0.

##### **E. CONSIDER: Approval of Executive Committee Charge**

Ryan Armbruster, Agency Legal Counsel, gave a report.

Commissioner Woodings moved to approve the Executive Committee Charge.

Commissioner Quintana seconded.

All said Aye, motion carried 6-0.

**F. CONSIDER: Appointment of Secretary Pro Tempore**

Ryan Armbruster, Agency Legal Counsel, gave a report.

Commissioner Woodings moved approve Ross Borden, CCDC Finance & Administration Director, as the Secretary Pro Tempore.

Commissioner Quintana seconded.  
All said Aye, the motion carried 6-0.

**G. CONSIDER: Resolution #1592 - Authorizing Idaho Power Work Order and Payment for N. 15th St Utilities – Undergrounding**

Matt Edmond, CCDC Project Manager, gave a report.

Commissioner Woodings moved to adopt Resolution #1592 approving an agreement with and payment to Idaho Power for undergrounding overhead power lines on 15<sup>th</sup> Street between Front Street and Bannock Street.

Commissioner Quintana seconded.  
All said Aye, the motion carried 6-0.

**H. CONSIDER: Resolution #1594 – 406 S Broad St – Cartee Apartments - Participation Program Type 2 Agreement with The Cartee Project, LLC.**

Laura Williams, CCDC Project Manager, gave a report.

Commissioner Ludwig recused himself on this vote.

Commissioner Woodings moved 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.

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

**I. CONSIDER: 200 Myrtle Street – Boise Caddis– Participation Program Type 2 Agreement Designation with River Caddis**

Laura Williams, CCDC Project Manager, gave a report.

Commissioner Ludwig recused himself on this vote.

Commissioner Woodings moved to direct staff to negotiate a Final Type 2 Participation Agreement with Boise Caddis, LLC for future board approval.

Commissioner Quintana seconded.

All said Aye, the motion carried 5-0.

## **V. INFORMATION/DISCUSSION ITEMS**

### **A. Trailhead Management Report**

Tiam Rastegar, Executive Director, Trailhead, gave a report.

### **B. Main + Marketplace – Construction and Changes to Capitol Terrace Condominium Declaration**

Mary Watson, General Counsel & Contracts Manager, Bryan Vaughn, Development Partner and Brett Hamm, Deputy General Counsel Hawkins Companies, gave a report.

### **C. Central Bench Study Area – Urban Renewal Eligibility Analysis**

Doug Woodruff, Project Manager, gave a report.

Commissioner Jones left the meeting at 1:41 pm.

## **VI. REGULAR MEETING ADJOURNMENT**

Commissioner Jones left the meeting at 1:40 pm.  
Commissioner Ludwig let the meeting at 1:45 pm.

Prior to the departure of Commissioner Quintana at 1:55, Commissioner Woodings moved to adjourn the meeting, Commissioner Quintana seconded the motion. All said Aye 4-0. The meeting adjourned at 1:55 p.m.

With the Quorum dissolved no further action was taken. The remaining Commissioners discussed Item D., State Street Study Area, under Information/Discussion Item. Information/Discussion Items E, Block 7 Alley Design and Item F, CCDC Monthly Report were not discussed.

- - - -

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 8<sup>th</sup> DAY OF APRIL 2019.

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Dana Zuckerman, Chair

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Ryan Woodings, Vice Chair



# **IV. ACTION ITEMS**



## AGENDA BILL

<b>Agenda Subject:</b> CCDC Capital Improvement Plan 2019-2023 (CIP) Amendment		<b>Date:</b> April 8, 2019
<b>Staff Contact:</b> Kevin Martin and Todd Bunderson	<b>Attachments:</b> 1 – Fiscal Summary of 2019 CIP Amendment 2 – 2019-2023 CIP Amendment Project Details 3 – 2019-2023 CIP Original Project Details	
<b>Action Requested:</b> Approve Mid-Year CIP Amendment		

### Background:

The development of a multi-year capital improvement plan has been a valuable tool for coordinating capital improvements with intergovernmental agencies and working with private partners through the Agency's Participation Program. The CCDC Board approved the original 2019-2023 Capital Improvement Plan in August of 2018 as part of the fiscal 2019 budget. This process anticipated a mid-year update.

Most changes for this amendment relate to project timing due to coordination with public or private partners and/or changes in cost estimates related to advancement of construction design documents and/or design refinement. The specifics on the key changes and more notable funding amount changes highlighted below.

### Fiscal Notes:

**The original CIP total approved amount was \$83,032,300.**

**The amended CIP total proposed amount is \$82,945,811.**

The net change in the amended FY2019-FY2023 CIP is a reduction of \$86,489 in total.

Proposed FY2019 CIP amendments, if approved, will be incorporated into a formal budget amendment later in the year, in a parallel process with development of the FY2020 budget.

Project highlights are included below to indicate key changes. All changes are included on a line item basis in the attachments.

**RIVER MYRTLE -\$267,739 (Net)**

- +\$108,750 for N. 15th Utilities - Undergrounding & Conduit project
- +\$130,600 for River Street Streetscapes - Ash Street to 12th Street (timing)
- -\$300,000 Myrtle Street Streetscapes - Capitol Blvd - 2nd Street, Both Sides
- -\$150,000 122 5th Street - Shops at 5th - Type 1 (project cancelled)
- -\$75,000 Pioneer Pathway Monument Signage
- +17,911 miscellaneous project expense increase

**WESTSIDE + \$181,250 (Net)**

- +\$181,250 for N. 15th Utilities - Undergrounding & Conduit project

**30<sup>TH</sup> STREET – No Change (Net)**

- -\$230,000 Main and Fairview Improvements, Transit Islands
- +230,000 Transformative Development Projects

**Staff Recommendation:**

Approve CIP Amendment

**Suggested Motion:**

I move to approve the CIP Amendment as presented.

## 2019-2023 CIP Amendment Summary

### RIVER-MYRTLE DISTRICT

2019 Amendment

5-Year CIP Comparison

	FY2019	FY2020	FY2021	FY2022	FY2023	TOTAL
ORIGINAL	\$ 21,724,100	\$ 6,349,100	\$ 6,226,200	\$ 6,477,700	\$ 7,274,700	\$ 48,051,800
AMENDED	\$ 20,110,361	\$ 7,695,100	\$ 6,226,200	\$ 6,477,700	\$ 7,274,700	\$ 47,784,061
CHANGE	\$ (1,613,739)	\$ 1,346,000	\$ -	\$ -	\$ -	\$ (267,739)

### WESTSIDE DISTRICT

2019 Amendment

5-Year CIP Comparison

	FY2019	FY2020	FY2021	FY2022	FY2023	TOTAL
ORIGINAL	\$ 17,159,400	\$ 3,937,100	\$ 3,095,000	\$ 2,092,000	\$ 4,250,000	\$ 30,533,500
AMENDED	\$ 13,315,650	\$ 7,962,100	\$ 3,095,000	\$ 2,092,000	\$ 4,250,000	\$ 30,714,750
CHANGE	\$ (3,843,750)	\$ 4,025,000	\$ -	\$ -	\$ -	\$ 181,250

### 30TH STREET DISTRICT

2019 Amendment

5-Year CIP Comparison

	FY2019	FY2020	FY2021	FY2022	FY2023	TOTAL
ORIGINAL	\$ 1,187,000	\$ 650,000	\$ 870,000	\$ 870,000	\$ 870,000	\$ 4,447,000
AMENDED	\$ 1,137,000	\$ 700,000	\$ 870,000	\$ 870,000	\$ 870,000	\$ 4,447,000
CHANGE	\$ (50,000)	\$ 50,000	\$ -	\$ -	\$ -	\$ -

### ALL DISTRICTS

2019 Amendment

5-Year CIP Comparison

	FY2019	FY2020	FY2021	FY2022	FY2023	TOTAL
ORIGINAL	\$ 40,070,500	\$ 10,936,200	\$ 10,191,200	\$ 9,439,700	\$ 12,394,700	\$ 83,032,300
AMENDED	\$ 34,563,011	\$ 16,357,200	\$ 10,191,200	\$ 9,439,700	\$ 12,394,700	\$ 82,945,811
CHANGE	\$ (5,507,489)	\$ 5,421,000	\$ -	\$ -	\$ -	\$ (86,489)

CCDC

AMENDED 5-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2019-2023

EXCERPT

PROPOSED April 8, 2019

RIVER MYRTLE DISTRICT - Amended		FY2019	FY2020	FY2021	FY2022	FY2023	STATUS
Estimated Resources		20,110,361	7,695,100	6,226,200	6,477,700	7,274,700	
<b>ECONOMIC DEVELOPMENT</b>							
1	1099 W. Front Street - JUMP and Simplot HQ - Type 3		875,000				Obligated
2	1150 W. Myrtle Street - Pioneer Crossing - Type 3		311,200	313,200	553,200	553,200	Obligated
3	400 S. Capitol Blvd. - Residence Inn Marriott - Type 2	300,000	300,000	276,000			Obligated
4	500 S. Capitol Blvd. - Inn at 500 Hotel - Type 2	15,000					Obligated
5	503-647 S. Ash Street – Ash Street Apartments – Agency Sold PP Type 5	318,000					Obligated
6	505 W. Idaho Street - The Gibson - PP Type 2, 4		156,000	156,000	53,000		Obligated
7	502 W. Front Street - Hotel / Garage - Type 3			330,000	395,500	395,500	Obligated
8	T5 Participation: Parcel Acquisition/Redevelopment					700,000	Tentative
<b>INFRASTRUCTURE</b>							
9	535 S. 15th Street – River Street Lofts – PP Type 1	150,000					Obligated
10	N. 6th Streetscape - Main Street to Front Street	600,000					Tentative
11	11th St. Streetscape – River to Grove					1,600,000	Tentative
12	3rd Street Streetscapes for North/South Connectivity - Jefferson to Myrtle						Tentative
13	N. 8th Streetscape - Bannock to State		200,000				Designated
14	Bannock Streetscape – 8th Street to 9th Street		400,000				Designated
15	Bannock Street Conduit Bank - 6th Street to 8th Street		150,000				Designated
16	Capital Boulevard Conduit Bank - Broad Street to Grove Street		115,000				Designated
17	Capitol Boulevard Streetscape - Westside River St to Fulton and eastside .5 block Fulton to alley					950,000	Tentative
18	Myrtle Street Streetscapes - Capitol Blvd - 2nd Street, Both Sides (Pending ITD Permission)		803,000				Tentative
19	Design Upcoming Streetscape Projects	50,000	50,000	50,000	50,000	50,000	Tentative
20	Wayfinding - River Myrtle						Tentative
21	204 N Capitol - Adelmann Building - PP Type 1	150,000					Designated
22	Type 1 Participation Program Streetscape Reimbursements (Not yet awarded)	300,000	400,000	400,000	400,000	400,000	Tentative
23	390 S. Capitol - Mod Pizza - PP Type 1	100,000					Obligated
24	N. 15th Utilities - Undergrounding & Conduit	408,750					Designated
25	5th Street Utility Undergrounding and Conduit - Front Street to Main Street	500,000					Tentative
26	RMOB - Consolidated Newspaper Boxes	50,000					Tentative
27	715 S. Capitol - Area Infrastructure & Parking	15,000,000					Designated
28	River Street Streetscapes - Ash Street to 12th Street	130,600					Obligated
<b>MOBILITY</b>							
29	Front Street & Myrtle Street Improvements: Enhanced Crosswalk Treatments Post Micro sealing	200,000					Tentative
30	N. 10th & Front - Signalized Crossing				200,000		Tentative
31	N. 12th & Front - Signalized Crossing				200,000		Tentative
32	N. 5th and N. 6th Streets – Traffic Configuration		250,000				Tentative
33	N. 5th and Myrtle - Signalized Crossing		200,000				Designated
34	RM Circulator – Preliminary Engineering	354,100	327,900		2,000,000	2,200,000	Designated
35	Public Parking Supporting Julia Davis Park						Tentative
36	River Street Neighborhood Traffic Calming and S. 8th Street & W. River Street Bike/Ped Raised Intersection		200,000				Tentative
37	River Street Traffic Calming, Medians				650,000		Tentative
38	VRT Transit Improvements	27,411	26,000	26,000	26,000	26,000	Obligated
39	Downtown Mobility Infrastructure/Transportation Action Plan					400,000	Tentative

	RIVER MYRTLE DISTRICT - Continued	FY2019	FY2020	FY2021	FY2022	FY2023	STATUS
<b>PLACEMAKING</b>							
40	S. 8th Street Corridor Improvements Phase 1	121,000	121,000				Designated
41	S. 8th Street Corridor Improvements Phase 2				1,500,000		Tentative
42	CCDC Alley Program - between 5th and 6th, Myrtle to Broad		30,000	250,000			Tentative
43	CCDC Alley Program - between 8th and 9th, River to Fulton			25,000	200,000		Tentative
44	Block 32 – CCDC Alley Program		25,000	250,000			Tentative
45	Block 6 – CCDC Alley Program		25,000	250,000			Tentative
46	Block 7 – CCDC Alley Program	400,000					Designated
47	Block 42 – CCDC Alley Program		30,000		250,000		Tentative
48	Downtown Urban Parks Plan / Development Catalyst TBD						Tentative
49	Grove Street Pedestrian Street Plan (13th to 10th) per ACHD/DBIP	75,000	1,350,000				Designated
50	Grove Street Pedestrian Street Plan (16th to 13th) per ACHD/DBIP		1,350,000				Designated
51	Grove Street Pedestrian Street Plan (4th to 3rd) per ACHD/DBIP			1,300,000			Designated
52	Grove Street Pedestrian Street Plan (6th to 4th) per ACHD/DBIP			2,600,000			Designated
53	505 W. Idaho Street - The Gibson - PP Type 2, 4	744,000					Obligated
54	Tree Replacement/Addition with Community Forestry	10,000					Tentative
55	CCDC Alley Program - between 6th and Capitol, Idaho & Bannock	16,500					Obligated
<b>SPECIAL PROJECTS</b>							
56	RM Public Art – COB Traffic Boxes – PP Type 4	15,000					Designated
57	W. Broad Street Central Addition Gateway Signs	75,000					Designated
	<b>Total River Myrtle Estimated Expenses</b>	<b>20,110,361</b>	<b>7,695,100</b>	<b>6,226,200</b>	<b>6,477,700</b>	<b>7,274,700</b>	

WESTSIDE DISTRICT - Amended		FY2019	FY2020	FY2021	FY2022	FY2023	STATUS
Estimated Resources		13,315,650	7,962,100	3,095,000	2,092,000	4,250,000	
<b>ECONOMIC DEVELOPMENT</b>							
1	Westside Transformative Development Project (BOND)	11,600,000					Tentative
2	1024 W. Bannock Street - Hyatt Place - Type 2	120,000	120,000	120,000	92,000		Obligated
3	T5 Participation Program: Parcel Acquisition/Redevelopment			2,500,000			Tentative
<b>INFRASTRUCTURE</b>							
4	N. 8th Streetscapes - Bannock to State		400,000				Tentative
5	W. Bannock Street Streetscapes - 9th Street to Capitol Blvd		475,000				Tentative
6	Design Upcoming Streetscape Projects	50,000	50,000	50,000	50,000	50,000	Tentative
7	N. 11th Street Streetscapes-Grove Street to Washington Street Connectivity					1,900,000	Tentative
8	N. 8th Street Conduit Bank - Bannock Street to State Street		150,000				Designated
9	Wayfinding - Westside						Tentative
10	State Street Streetscapes, 16th - 8th, Both Sides (Joint Project w/ACHD)		450,000				Designated
11	1010 Main - Avery Building - PP Type 1	150,000					Obligated
12	Type 1 Participation Program Streetscape Reimbursements (Not yet awarded)	400,000	400,000	400,000	400,000	400,000	Tentative
13	N. 15th Utilities - Undergrounding & Conduit	681,250					Designated
14	Westside - Consolidated Newspaper Boxes	50,000					Tentative
<b>MOBILITY</b>							
15	Westside Circulator – Preliminary Engineering	234,400	217,100		900,000	1,900,000	Tentative
16	Downtown Mobility Infrastructure/Transportation Action Plan				450,000		Designated
<b>PLACEMAKING</b>							
17	CCDC Alley Program - Between Bannock and Jefferson, 8th to 9th			25,000	200,000		Tentative
18	11th and Bannock – Westside Urban Park (BOND)		3,000,000				Tentative
19	Grove Street Pedestrian Plazas, 13th - 10th		1,350,000				Tentative
20	Grove Street Pedestrian Plazas, 16th - 13th		1,350,000				Tentative
21	Tree Replacement/Addition with Community Forestry	10,000					Tentative
<b>SPECIAL PROJECTS</b>							
22	Westside Public Art – COB Traffic Boxes – PP Type 4	20,000					Designated
Estimated Expenses		13,315,650	7,962,100	3,095,000	2,092,000	4,250,000	

	30TH STREET DISTRICT - Amended		FY2019	FY2020	FY2021	FY2022	FY2023	STATUS
	Estimated Resources		1,137,000	700,000	870,000	870,000	870,000	
<b>ECONOMIC DEVELOPMENT</b>								
1	Transformative Development Project		180,000	700,000	700,000	700,000	700,000	Tentative
2	Whitewater and Main - College of Western Idaho Boise Campus - Participation Type TBD							Tentative
3	Whitewater and Main - Mixed Use Development - Participation Type TBD							Tentative
4	27th & Fairview - Medical Office Development - Participation Type TBD							Tentative
5	2403 Fairview - Adare Manor – PP Type 2, 4		250,000		120,000	120,000	120,000	Obligated
7	27th & Stewart - Whitewater Station - Participation Type TBD							Tentative
8	32nd & Moore - Sandhill Crane Apartments - Type 2				50,000	50,000	50,000	Designated
9	T5 Participation: Parcel Acquisition/Redevelopment							Tentative
<b>INFRASTRUCTURE</b>								
10	301 29th St. - Whittier Elementary - PP Type 4		540,000					Obligated
11	2200 Fairview - New Path Community Housing - PP Type 1		150,000					Obligated
12	Connectivity Improvements							Tentative
13	Wayfinding - 30th							Tentative
<b>MOBILITY</b>								
14	30th Street Circulator – Preliminary Engineering							Tentative
15	Downtown Mobility Infrastructure/Transportation Action Plan							Tentative
<b>PLACEMAKING</b>								
16	Downtown Urban Parks Plan / Development Catalyst (TBD)							Tentative
<b>18</b>								
17	30th Public Art – COB Traffic Boxes – PP Type 4		17,000					Designated
	Estimated Expenses		1,137,000	700,000	870,000	870,000	870,000	

CCDC

5-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2019-2023

EXCERPT

	RIVER MYRTLE DISTRICT	FY2019	FY2020	FY2021	FY2022	FY2023	STATUS
	Estimated Resources	21,724,100	6,349,100	6,226,200	6,477,700	7,274,700	
<b>ECONOMIC DEVELOPMENT</b>							
1	1099 Front Street - JUMP and Simplot HQ - Type 3 Participation Program		875,000				Obligated
2	1150 Myrtle Street - Pioneer Crossing - Type 3 Participation Program		311,200	313,200	553,200	553,200	Obligated
3	400 Capitol Blvd. - Residence Inn Marriott - Type 2 Participation Program	300,000	300,000	276,000			Obligated
4	500 Capitol Blvd. - Inn at 500 Hotel - Type 2 Participation Program	15,000					Obligated
5	503 Ash Street - Ash Street Properties - Type 5 Participation Program	318,000					Obligated
6	503 Idaho St. - 5th & Idaho Apartments - Type 2 Participation Program		156,000	156,000	53,000		Obligated
7	6th and Front - Hotel / Garage - Type 3 Participation			330,000	395,500	395,500	Obligated
8	T5 Participation: Parcel Acquisition/Redevelopment					700,000	Tentative
<b>INFRASTRUCTURE</b>							
9	535 15th Street - River Street Lofts - Type 1 Participation Program	150,000					Obligated
10	6th Street Streetscapes, Main to Front St	600,000					Tentative
11	11th Street Streetscapes-River Street to Grove Street Connectivity					1,600,000	Tentative
12	3rd Street Streetscapes for North/South Connectivity, Jefferson to Myrtle						
13	8th Street Improvements, State to Bannock (split with Westside District)	200,000					Designated
14	Bannock Street Improvements, 8th to Capitol Blvd, North side (split with Westside District)	400,000					Designated
15	Conduit Bank, Bannock Street (6th Street to 8th Street)	150,000					Designated
16	Conduit Bank, Capital Boulevard (Broad Street to Grove Street)	115,000					Designated
17	Capitol Boulevard Streetscape, Westside River St to Fulton and eastside .5 block Fulton to alley					950,000	Tentative
18	Myrtle Street, Capitol - 2nd, Both Sides (Pending ITD Permission)	610,000	493,000				Tentative
19	Design Upcoming Streetscape Projects	50,000	50,000	50,000	50,000	50,000	Tentative
20	122 5th Street - Shops at 5th - Type 1 Participation Program	150,000					Designated
21	Adelmann Building - Type 1 Participation Program	150,000					Designated
22	Type 1 Participation Program Streetscape Reimbursements (Not yet awarded)	400,000	400,000	400,000	400,000	400,000	Tentative
23	15th Street Utility Undergrounding and Conduit Bank	300,000					Designated
24	5th Street Utility Undergrounding Front to Main and Conduit Bank	500,000					Tentative
25	Newspaper Stand Consolidation	50,000					Tentative
26	South 8th Street Site work (\$2.59M BOND) / Streetscapes	5,200,000					Designated
<b>MOBILITY</b>							
27	Front & Myrtle Street Improvements: Enhanced Crosswalk Treatments Post Micro sealing		200,000				Tentative
28	Front & Myrtle Street Improvements: Signalized Crossing at 10th & Front				200,000		Tentative
29	Front & Myrtle Street Improvements: Signalized Crossing at 12th & Front				200,000		Tentative
30	5th & 6th Street 2-Way Conversions Traffic Mitigation		250,000				Tentative
31	Signalized Crossing at 5th & Myrtle	200,000					Designated
32	Downtown Circulator	354,100	327,900		2,000,000	2,200,000	Designated
33	Public Parking Supporting Julia Davis Park						Tentative
34	River Street Neighborhood Traffic Calming and 8th & River Bike/Ped Raised Intersection		200,000				Tentative
35	River Street Traffic Calming, Medians				650,000		Tentative
36	VRT Transit Improvements	26,000	26,000	26,000	26,000	26,000	Obligated
37	Downtown Mobility Infrastructure/Transportation Action Plan					400,000	Tentative
38	South 8th Street Parking and Mobility	6,800,000					Designated

	RIVER MYRTLE DISTRICT	FY2019	FY2020	FY2021	FY2022	FY2023	STATUS
<b>PLACEMAKING</b>							
39	8th Street Corridor Improvements Phase 1	242,000					Designated
40	8th Street Corridor Improvements Phase 2				1,500,000		Tentative
41	CCDC Alley Program - between 5th and 6th, Myrtle to Broad		30,000	250,000			Tentative
42	CCDC Alley Program - between 8th and 9th, River to Fulton			25,000	200,000		Tentative
43	CCDC Alley Program - between Grove and Main, 4th to 5th	25,000		250,000			Tentative
44	CCDC Alley Program - between Grove and Main, 5th to 6th	25,000		250,000			Tentative
45	CCDC Alley Program - between Grove and Main, 6th to Capitol	400,000					Designated
46	CCDC Alley Program - between Idaho and Bannock, 6th to Capitol		30,000		250,000		Tentative
47	Downtown Urban Parks Plan / Development Catalyst TBD						Tentative
48	Grove Street Pedestrian Street Plan (13th to 10th) per ACHD/DBIP	75,000	1,350,000				Designated
49	Grove Street Pedestrian Street Plan (16th to 13th) per ACHD/DBIP		1,350,000				Tentative
50	Grove Street Pedestrian Street Plan (4th to 3rd) per ACHD/DBIP			1,300,000			Tentative
51	Grove Street Pedestrian Street Plan (6th to 4th) per ACHD/DBIP			2,600,000			Tentative
52	South 8th Street Public Plaza	3,000,000					Designated
53	Pioneer Corridor Pathway Monument Signage	75,000					Tentative
54	503 Idaho St. - 5th & Idaho Public Park and Undergrounding Utilities - Type 4 Participation	744,000					Obligated
55	Tree Replacement/Addition with Community Forestry	10,000					Tentative
<b>SPECIAL PROJECTS</b>							
56	Traffic Box Art Wraps	15,000					Designated
57	Broad Street Central Addition Gateway Signs	75,000					Designated
	<b>Total River Myrtle Estimated Expenses</b>	<b>21,724,100</b>	<b>6,349,100</b>	<b>6,226,200</b>	<b>6,477,700</b>	<b>7,274,700</b>	

WESTSIDE DISTRICT		FY2019	FY2020	FY2021	FY2022	FY2023	STATUS
Estimated Resources		17,159,400	3,937,100	3,095,000	2,092,000	4,250,000	
<b>ECONOMIC DEVELOPMENT</b>							
1	Westside Transformative Development Project (BOND)	11,600,000					Tentative
2	1024 Bannock Street - Hyatt Place - Type 2 Participation Program	120,000	120,000	120,000	92,000		Obligated
3	T5 Participation Program: Parcel Acquisition/Redevelopment			2,500,000			Tentative
<b>INFRASTRUCTURE</b>							
4	8th Street Streetscapes, State - Bannock, Both Sides (Split w RM)	400,000					Tentative
5	Bannock Street Streetscapes, 9th - Capitol (Split with RM)	475,000					Tentative
6	Design Upcoming Streetscape Projects	50,000	50,000	50,000	50,000	50,000	Tentative
7	11th Street Streetscapes-Grove Street to Washington Street Connectivity					1,900,000	Tentative
8	Conduit Bank, 8th Street (Bannock Street to State Street)	150,000					Designated
9	State Street Streetscapes, 16th - 8th, Both Sides (Joint Project w/ACHD)		450,000				Designated
10	1005 Main Street - 10th & Main - Type 1 Participation Program	150,000					Obligated
11	Type 1 Participation Program Streetscape Reimbursements (Not yet awarded)	400,000	400,000	400,000	400,000	400,000	Tentative
12	15th Street Utility Undergrounding and Conduit	500,000					Designated
13	Newspaper Stand Consolidation	50,000					Tentative
<b>MOBILITY</b>							
14	Downtown Circulator	234,400	217,100		900,000	1,900,000	Tentative
15	Downtown Mobility Infrastructure/Transportation Action Plan				450,000		Designated
<b>PLACEMAKING</b>							
16	CCDC Alley Program - Between Bannock and Jefferson, 8th to 9th			25,000	200,000		Tentative
17	Downtown Urban Parks 11th and Bannock (BOND)	3,000,000					Tentative
18	Grove Street Pedestrian Plazas, 13th - 10th		1,350,000				Tentative
19	Grove Street Pedestrian Plazas, 16th - 13th		1,350,000				Tentative
20	Tree Replacement/Addition with Community Forestry	10,000					Tentative
<b>SPECIAL PROJECTS</b>							
20	Traffic Box Art Wraps	20,000					Designated
Estimated Expenses		17,159,400	3,937,100	3,095,000	2,092,000	4,250,000	

30TH STREET DISTRICT		FY2019	FY2020	FY2021	FY2022	FY2023	STATUS
Estimated Resources		1,187,000	650,000	870,000	870,000	870,000	
<b>ECONOMIC DEVELOPMENT</b>							
1	Transformative Development Project			700,000	700,000	700,000	Tentative
2	Whitewater and Main - College of Western Idaho Boise Campus - Participation Type TBD						Tentative
3	Whitewater and Main - Mixed Use Development - Participation Type TBD						Tentative
4	27th & Fairview - Medical Office Development - Participation Type TBD						Tentative
5	24th & Fairview - Adare Manor - Type 2 Participation Program			120,000	120,000	120,000	Obligated
6	24th & Fairview - Adare Manor - Type 4 Participation Program	250,000					Obligated
7	27th & Stewart - Whitewater Station - Participation Type TBD						Tentative
8	32nd & Moore - Sandhill Crane Apartments - Type 2 Participation			50,000	50,000	50,000	Designated
9	T5 Participation: Parcel Acquisition/Redevelopment		650,000				Tentative
<b>INFRASTRUCTURE</b>							
10	301 N 29th Street - Whittier School - Type 4 Participation Program	540,000					Obligated
11	2200 Fairview - New Path Community Housing - Type 1 Participation Program	150,000					Obligated
12	Connectivity Improvements						Tentative
<b>MOBILITY</b>							
13	Main Fairview Improvements, Transit Islands, Etc...	230,000					Tentative
Downtown Circulator Preliminary Engineering							
Downtown Mobility Infrastructure/Transportation Action Plan							
<b>PLACEMAKING</b>							
14	Downtown Urban Parks Plan / Development Catalyst (TBD)						Tentative
<b>SPECIAL PROJECTS</b>							
15	Traffic Box Art Wraps	17,000					Tentative
Estimated Expenses		1,187,000	650,000	870,000	870,000	870,000	



## AGENDA BILL

<b>Agenda Subject:</b> Approval Resolution #1598 - Eligibility Report, New URD – Central Bench		<b>Date:</b> April 8, 2019
<b>Staff Contact:</b> Doug Woodruff	<b>Attachments:</b> 1) Central Bench Study Area Map 2) Resolution #1598 3) Central Bench Study Area Urban Renewal Area Eligibility Report	
<b>Action Requested:</b> Resolution #1598, accepting Central Bench Study Area Urban Renewal Area Eligibility Report and forward to the Boise City Council for consideration.		

### Fiscal Notes:

The total contracted amount with PGAV Planners for services and travel associated with preparing the Central Bench Study Area Urban Renewal Area Eligibility Report (the “Eligibility Report”) is \$74,500. The FY 2019 budget includes spending authority for the Eligibility Report, as well as subsequent activities necessary to establish an urban renewal district.

### Background:

In April 2018, the City of Boise Comprehensive Planning Department and CCDC identified that the Central Bench Study Area (Study Area) as a geographic area with potential needs for urban renewal assistance. The Eligibility Report determines whether the Study Area meets the statutory criteria as a deteriorated area and/or a deteriorating area pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code (the “Law”) and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code (the “Act”) qualifying the Study Area as eligible to receive urban renewal assistance. It is the first formal deliverable in the process of evaluating and potentially establishing an urban renewal district and revenue allocation area. The Eligibility Report establishes the basis for subsequent work and if adopted by City Council authorizes CCDC and the City to advance to the next steps, which include a feasibility study and the drafting of an urban renewal plan.

The Central Bench neighborhood includes a 60 year old regional fuel terminal (Tank Farm) located amongst the established residential neighborhood. Public and private entities are currently studying the relocation of the Tank Farm to a more suitable perimeter location and the subsequent redevelopment of the remnant industrial sites into a neighborhood urban center.

Orchard Street, Overland Road, Latah Street, and Vista Avenue are important corridors that link established neighborhoods and provide essential commercial and neighborhood services. The mid-twentieth century development pattern, and associated commercial buildings, found along these corridors are not meeting the needs of today’s businesses and residents as evidenced by various levels of deterioration, disinvestment, and vacancies. In addition, essential public infrastructure such as sidewalks, lighting, and adequate mobility facilities are lacking or, in many cases, are in disrepair.

The City of Boise comprehensive plan, Blueprint Boise, sets forth a vision and goals for mixed-use walkable development to occur in the Tank Farm area and along the adjacent neighborhood corridors. Due to the need for significant public infrastructure investments necessary to accomplish Blueprint Boise's vision and goals, establishment of an urban renewal district with a revenue allocation area is essential to promote equitable, efficient, and timely reinvestment in the Study Area.

Since May 2018, CCDC has been working via a Professional Services Agreement with PGAV Planners LLC, (PGAV) to conduct eligibility analysis and to prepare an eligibility report determining whether the Study Area meets the statutory criteria pursuant to the Law and the Act. PGAV is a planning and development finance services firm based in St Louis, Missouri. The firm came highly recommended and has extensive expertise in eligibility studies, tax increment financing, and urban renewal district formation throughout the United States.

The Eligibility Report and Study Area are organized into four geographic subareas--Tank Farm, Overland, Latah, and Vista. This was done to ensure that each subarea meets the statutory criteria because of its own unique context and existing conditions. Structuring the Eligibility Report around multiple geographic subareas also provides future flexibility when determining the geographic boundaries of a project area or areas during the forthcoming planning process.

Boise School District, the City of Boise, and CCDC entered into a tri-agency agreement in January 2019 to forge a stronger partnership on future urban renewal districts. Subsequent to executing the agreement, the Study Area was expanded to include Hawthorne, Whitney, Jefferson, and Monroe Elementary schools—each being essential public institutions that serve the surrounding neighborhoods.

Included with this Agenda Bill is the final draft of the Eligibility Report. It represents the culmination of two multi-day field surveys conducted by PGAV as well as many hours working with the City and CCDC to analyze data regarding existing conditions and statistics. The Eligibility Report clearly documents the conditions of each subarea in the Study Area and supports the finding that the Study Area is a deteriorated area and/or a deteriorating area as defined in the Law and the Act. The qualifying criteria were found to be meaningfully present and reasonably distributed throughout each subarea of the Study Area and each are evidenced within the Eligibility Report.

**Next Steps:**

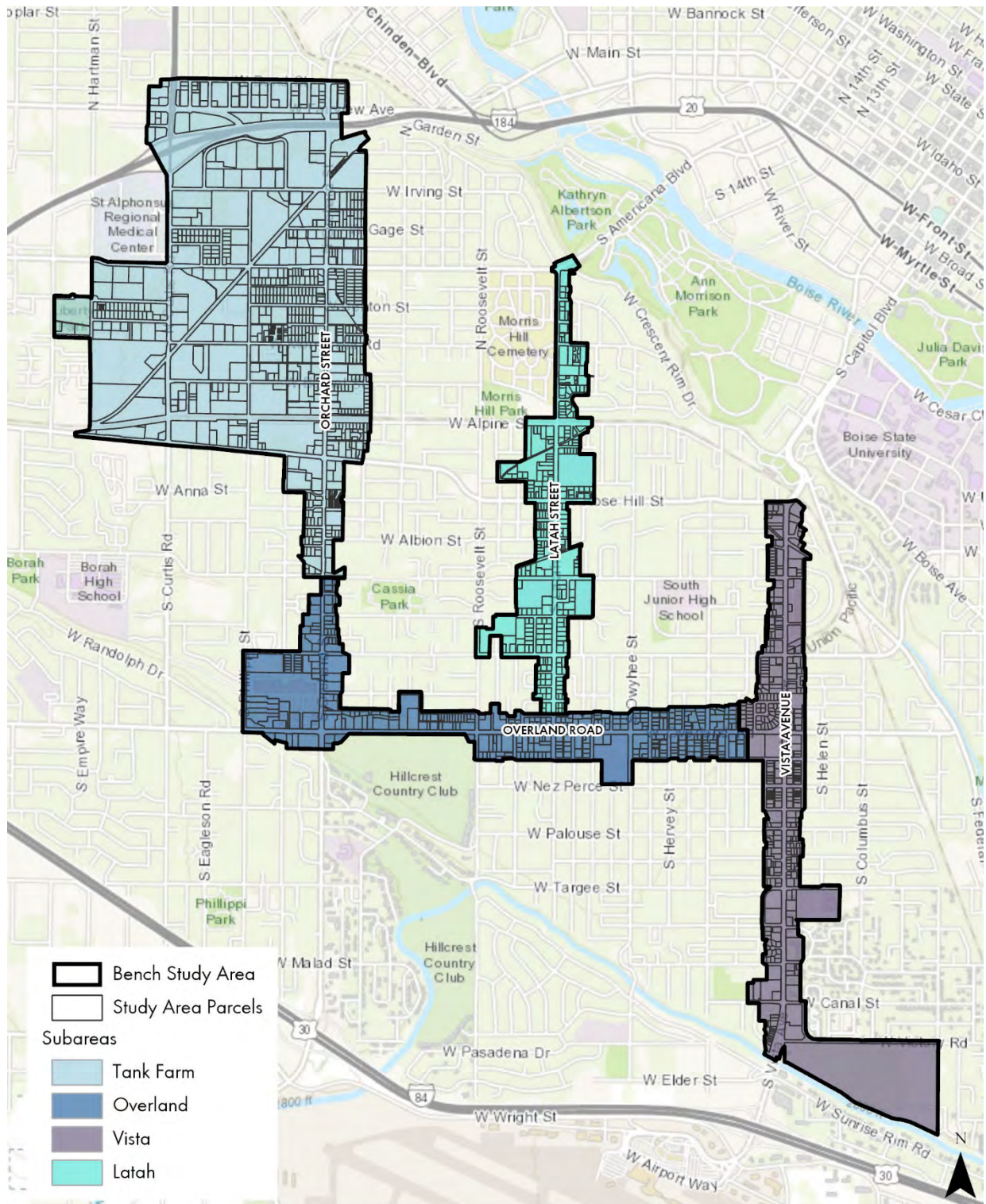
If Resolution #1598 is approved, CCDC staff will transmit the Eligibility Report to Boise City Council to consider adoption of its findings. If City Council makes the requisite findings, then, CCDC will be directed to proceed with developing the Urban Renewal Plan for the Central Bench Project Area in collaboration with the City, project area stakeholders, and the general public.

**Staff Recommendation:**

Approve Resolution #1598 accepting the Central Bench Study Area Urban Renewal Area Eligibility Report and transmitting it to the Boise City Council for consideration.

**Suggested Motion:**

I move to adopt Resolution #1598, which accepts the Central Bench Study Area Urban Renewal Area Eligibility Report and directs CCDC staff to transmit to the Boise City Council for future consideration.



**BENCH STUDY AREA + SUBAREAS**  
City of Boise, Idaho



## **RESOLUTION NO. 1598**

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION, ACCEPTING THAT CERTAIN REPORT ON ELIGIBILITY FOR CERTAIN PROPERTY REFERRED TO AS THE CENTRAL BENCH STUDY AREA AS AN URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA AND JUSTIFICATION FOR DESIGNATING THE AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; AUTHORIZING AND DIRECTING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR TO TRANSMIT THE REPORT AND THIS RESOLUTION TO THE CITY COUNCIL OF THE CITY OF BOISE REQUESTING ITS CONSIDERATION FOR DESIGNATION OF AN URBAN RENEWAL AREA AND SEEKING FURTHER DIRECTION FROM THE COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Westside Urban Renewal Plan (the "Westside Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings;

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal

Project (annexation of the Old Boise Eastside Study Area and Several Minor Parcels) and Renamed River Myrtle-Old Boise Urban Renewal Project (the “River Myrtle-Old Boise Plan”);

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

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the 30th Street Area Urban Renewal Project Urban Renewal Plan (the “30<sup>th</sup> Street Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 6868 on December 4, 2012, approving the 30th Street Plan and making certain findings;

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan, 30th Street Area, Urban Renewal Project (the “Amended 30<sup>th</sup> Street Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 26-18 on July 24, 2018, approving the Amended 30th Street Plan and making certain findings;

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

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

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Shoreline District Urban Renewal Project Area (the “Shoreline District Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 55-18 on December 18, 2018, approving the Shoreline District Plan and making certain findings;

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Gateway East Economic Development District Project Area (the “Gateway East District Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 58-18 on December 18, 2018, approving the Gateway East District Plan and making certain findings;

WHEREAS, based on inquiries and information presented by certain interested parties and property owners, the Agency commenced certain discussions concerning examination of an additional area as appropriate for an urban renewal project;

WHEREAS, in 2018, the Agency authorized PGAV Planners LLC to commence an eligibility study and preparation of an eligibility report of an area generally bounded by Bond Street to the north, the New York Canal to the South, North Liberty Street to the west, and South Annett Street to the east. The eligibility report area is commonly referred to as the Central Bench Study Area (the “Study Area”);

WHEREAS, the Central Bench Study Area Urban Renewal Area Eligibility Report, dated April 8, 2019 (the “Study”), examining the Study Area for purposes of determining whether such area is a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8) has been submitted to the Agency, a copy of which is attached hereto as Exhibit A;

WHEREAS, under Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area and/or a deteriorated area shall not apply to any agricultural operation as defined in Idaho Code Section 22-4502(1), or any forest land as defined in Idaho Code Section 63-1701(4), absent the consent of the owner of the agricultural operation or the forest landowner of the forest land, except for an agricultural operation or forest land that has not been used for three (3) consecutive years;

WHEREAS, the Study Area includes parcel(s) subject to such consent. While the necessary consents have not been obtained, any consents are intended to be obtained prior to City Council approval of the Study;

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or a deteriorating area;

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

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

Section 2. That the Board acknowledges acceptance and receipt of the Study.

Section 3. That there are one or more areas within the City that are a deteriorating area or deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8).

Section 4. That one such area is the Study Area, now commonly referred to as the proposed Central Bench Urban Renewal Area.

Section 5. That the rehabilitation, conservation, and redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, and welfare of the residents of the City.

Section 6. That the Chair or Vice-Chair of the Board of Commissioners, or the Executive Director of the Agency are hereby authorized to transmit the Study to the City of Boise City Council requesting that the City Council:

a. Determine whether the Study Area qualifies for an urban renewal project and justification for designating the Study Area, as appropriate, for an urban renewal project;

b. If such designation is made, whether the Agency should proceed with the preparation of an urban renewal plan for the area, which Plan may include a revenue allocation provision as allowed by law.

c. Coordinate with the Agency to obtain the required agricultural consent from the property owners.

Section 7. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Boise City, Idaho, on April 8, 2019. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on April 8, 2019.

APPROVED:

By \_\_\_\_\_  
Dana Zuckerman, Chair

ATTEST:

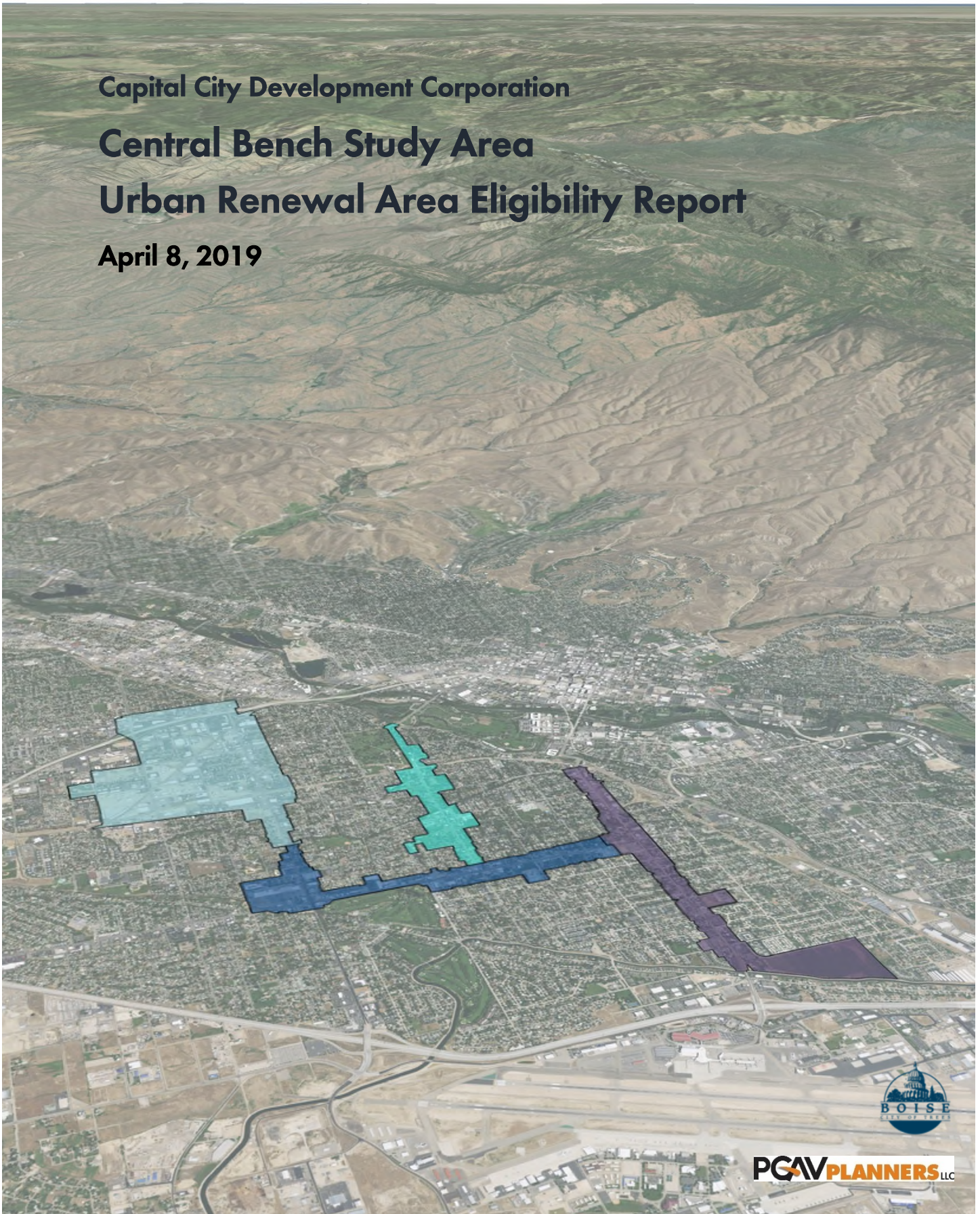
By \_\_\_\_\_  
Ryan Woodings, Vice Chair

**Capital City Development Corporation**

## **Central Bench Study Area**

# **Urban Renewal Area Eligibility Report**

**April 8, 2019**



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## EXECUTIVE SUMMARY

The purpose of the following report is to document the conditions within the proposed Central Bench Study Area (referred to as the “Study Area” throughout this report), that support its qualification as an “urban renewal area” per the standards established within the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”) and the Local Economic Development Act, Chapter 29, Title 50, as amended (the “Act”). This action is taken in reference to Idaho Code Section 50-2008(a), which states:

*“An urban renewal project for an urban renewal area shall not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or a deteriorating area or a combination thereof and designated such area as appropriate for an urban renewal project.”*

Idaho Code 50-2018 defines an “urban renewal area” as “a deteriorated area or a deteriorating area or a combination thereof which the local governing body designates as appropriate for an urban renewal project.” A “deteriorated area” and “deteriorating area” are defined thusly in Idaho Code 50-2018(8) and 50-2903(8)(a):

*An area in which there are a “predominance of buildings or improvements...which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.”*

A “deteriorating area” is defined using the following description found in Idaho Code 50-2903(9) and 50-2903(8)(b):

*An area in which “by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use.”*

PGAV Planners LLC (PGAV) was engaged in 2018 by the Capital City Development Corporation (CCDC) to conduct an on-site investigation of the Study Area to make an independent determination of deterioration based on the above criteria. PGAV visited the Study Area in May-June 2018 and February 2019 to document site, improvement, sidewalk, and roadway conditions and to create an inventory of Study Area conditions for analysis.

Based on the results of this analysis, PGAV Planners finds that the Central Bench Study Area meets the criteria of a “deteriorated area” or “deteriorating area” based on six distinct factors that are present within and distributed throughout the Study Area:

1. The presence of a substantial number of deteriorated, deteriorating, or dilapidated structures;
2. Obsolescence;
3. The predominance of defective or inadequate street layout;
4. Faulty lot layout in relation to size, adequacy, accessibility or usefulness;
5. Insanitary or unsafe conditions; and the
6. Deterioration of site or other improvements;

As seen in the following table, these factors are present throughout the Central Bench Study Area.

<b>SUMMARY FINDINGS FOR CENTRAL BENCH STUDY AREA</b>					
	<b>Subarea 1 Tank Farm</b>	<b>Subarea 2 Overland</b>	<b>Subarea 3 Vista</b>	<b>Subarea 4 Latah</b>	<b>Total Study Area</b>
Total Parcels	762	349	359	292	1,792
<b>Structural Factors</b>					
Deteriorated, Deteriorating or Dilapidated Structure	42%	44%	42%	7%	37%
<b>Structural and/or Site Factors</b>					
Obsolescence	35%	23%	29%	21%	29%
<b>Site Factors</b>					
Deteriorated or Deteriorating Site	52%	47%	42%	10%	42%
Insanitary or Unsafe Condition	5%	4%	7%	1%	5%
Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness	7%	3%	3%	8%	6%
<b>Street Layout Factors</b>					
Lacks Sidewalk Access	40%	53%	39%	47%	44%
Deteriorated Roadway Segments	49%	45%	43%	7%	40%
<b>Presence of at least one factor</b>	<b>84%</b>	<b>91%</b>	<b>79%</b>	<b>71%</b>	<b>82%</b>
<b>Presence of multiple factors</b>	<b>57%</b>	<b>57%</b>	<b>54%</b>	<b>20%</b>	<b>50%</b>

PGAV observed that at least one of the six factors are present in 82 percent of the surveyed parcels, and multiple factors were observed in 50 percent of the parcels. As a result of the conditions observed within the Study Area, PGAV Planners concluded that the Study Area meets the qualifications for an “urban renewal area” as stipulated by Idaho Statute, and found evidence that the combination of these factors “substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition and use” as required by Idaho Code Section 50-2018(9) and Idaho Code Section 50-2903(8)(b).

A full report of the qualifying factors present within each subarea, including locations of factors and representative photographs, is found within this report.

## INTRODUCTION

### STUDY PURPOSE

The purpose of the following report is to document the conditions within the Central Bench Study Area (the “Study Area”) and to provide supporting evidence that it qualifies as an “urban renewal area” per the standards established within the Idaho Code, Title 50, Chapter 20 (Idaho Code 50-2018, “Urban Renewal Law”) and Title 50, Chapter 29 (Idaho Code 50-2903 “Local Economic Development Act”).

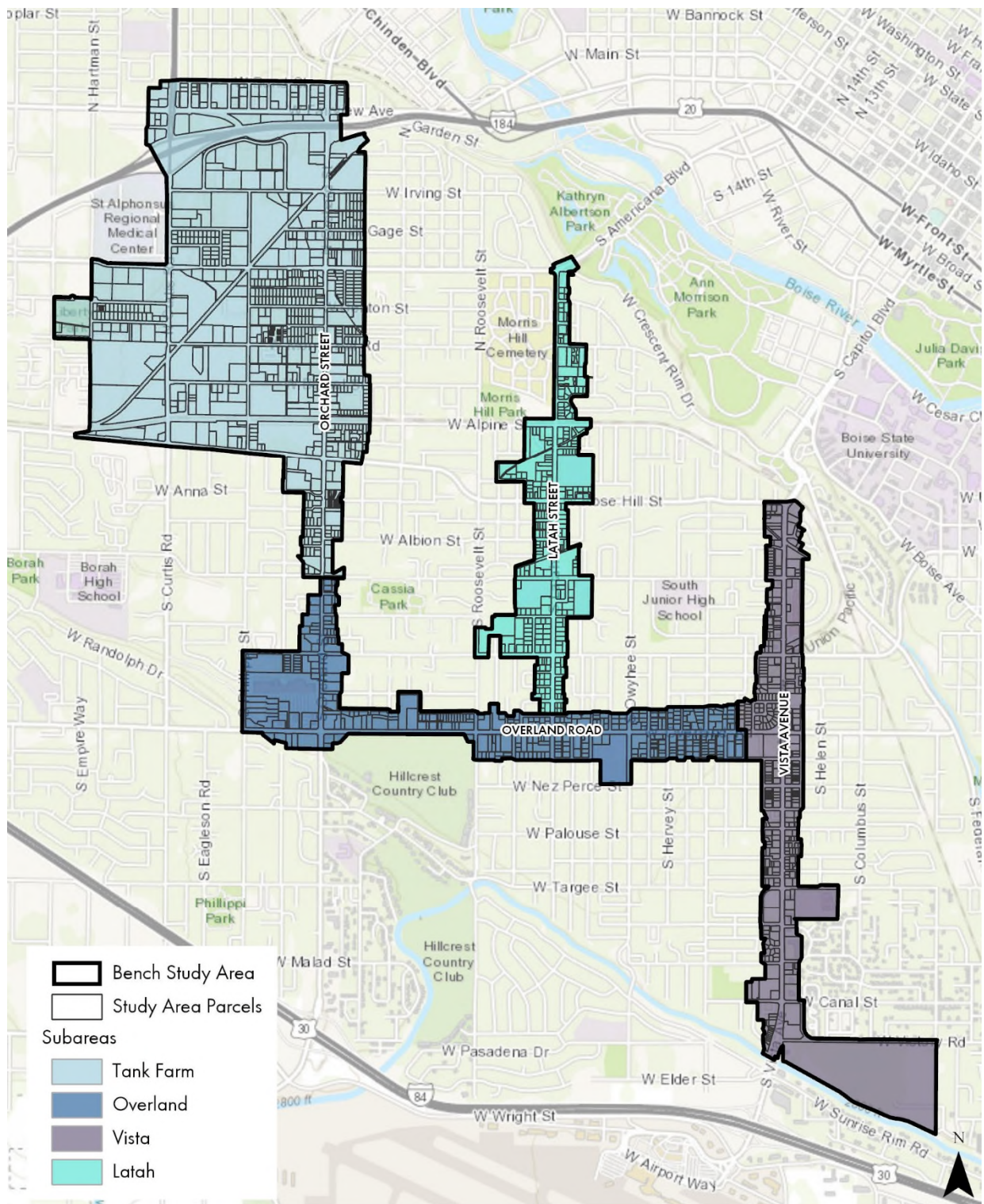
### BACKGROUND

The Study Area comprises 1,207 contiguous acres in central Boise and includes 1,762 parcels covering a total of 924 acres, with the remaining 282 acres serving as right-of-way. It is generally bounded by Bond Street to the north, the New York Canal to the south, North Liberty Street to the west, and South Annett Street to the east. It encompasses portions of historic Boise neighborhoods, including Liberty Park, Morris Hill, Central Bench, Depot Bench, and Vista. These neighborhoods south of the Boise River were mostly rural until the 1920s, when paved streets and streetcars improved transportation access to downtown Boise. Most of the Study Area was urbanized from the 1930s to 1960s.

The Study Area is characterized by a mix of land uses. Residential development predominates, with a median home age of 61 years. There are four main commercial corridors located along arterial streets: South Orchard Street, Overland Road, Vista Avenue, and Latah Street. To the north of the Study Area, the Sinclair Tank Farm anchors an area of industrial development concentrated around the Union Pacific rail line and spur. The Study Area houses numerous elementary schools (Whitney, Sacred Heart, Jefferson, Monroe, and Hawthorne) and two public parks, Liberty Park and Franklin Park. A number of irrigation canals cross the Study Area, including the Ridenbaugh Canal, Electric Light Switch Lateral, and North Slough.

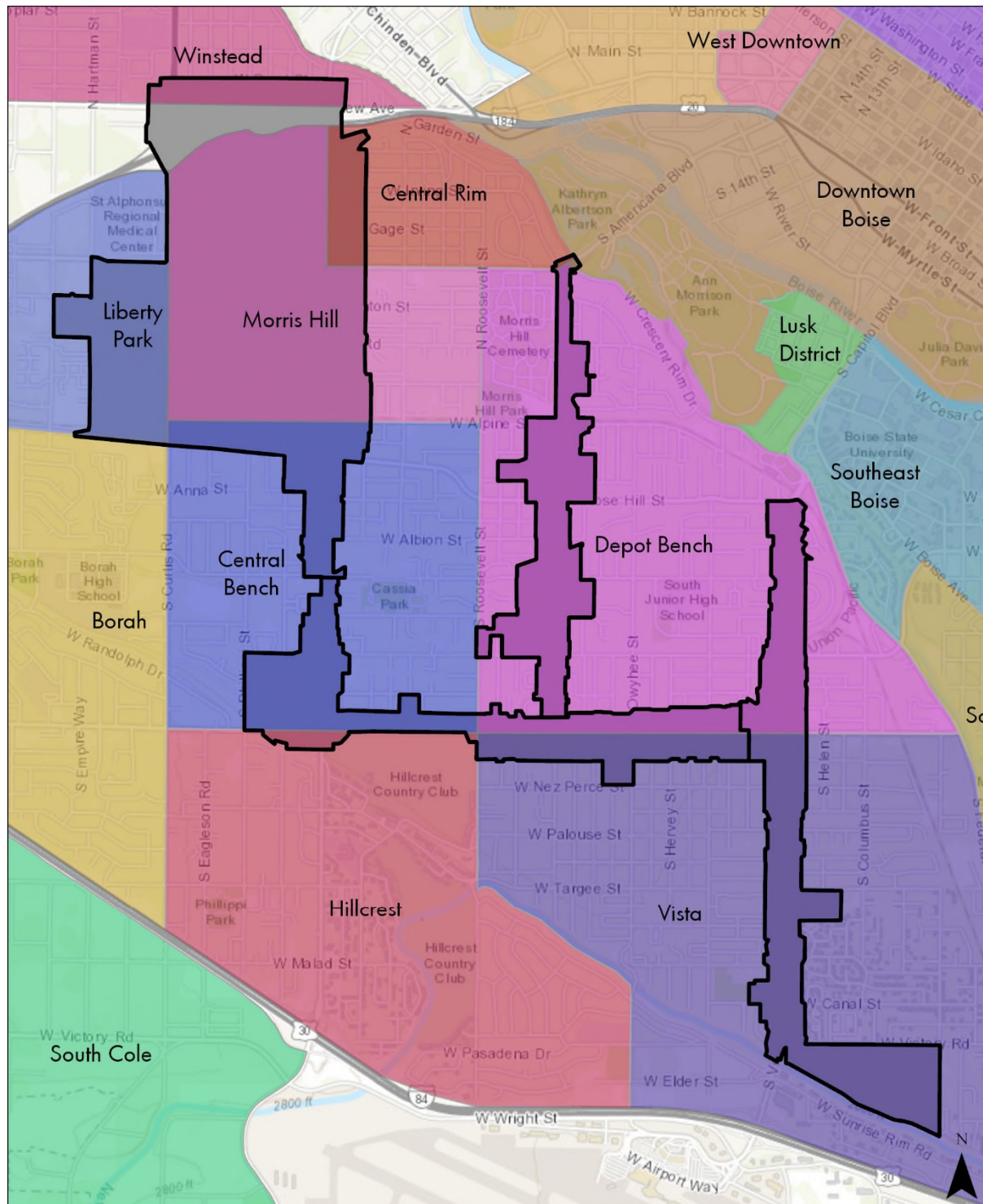
The Study Area is subdivided into four subareas: Tank Farm, Overland, Vista, and Latah. The characteristics of each subarea are listed in the table below. The following page shows a map of the Study Area and four subareas.

	Subarea 1 Tank Farm	Subarea 2 Overland	Subarea 3 Vista	Subarea 4 Latah
Acres	642.9	197.6	226.5	139.4
Number of Parcels	762	349	359	292
General Boundary (N)	W Bond St	W Cassia St	W Rose Hill St	S Americana Blvd
General Boundary (S)	W Cassia St	W Nez Perce St	New York Canal	W Custer Dr
General Boundary (W)	N Liberty St	S Phillippi St	S Wilcomb St	S Roosevelt St
General Boundary (E)	N Harrell St	S Abbs St	S Annett St	W Peg Ln



**BENCH STUDY AREA + SUBAREAS**  
City of Boise, Idaho





**CITY OF BOISE REGISTERED NEIGHBORHOOD ASSOCIATIONS**  
Central Bench Study Area  
City of Boise, Idaho

Miles 0 0.25 0.5

PGAVPLANNERS<sup>LLC</sup>



## REQUIRED FINDINGS

### **Definition of Deteriorated Area and Deteriorating Area**

The following report is based on the definitions of “urban renewal area,” “deteriorated area,” and “deteriorating area” as presented in Idaho Statute. This definition was used by PGAV to determine whether the Study Area met the qualifications of an “urban renewal area.”

Idaho Code 50-2018(11) defines an “urban renewal area” as “a deteriorated area or a deteriorating area or a combination thereof which the local governing body designates as appropriate for an urban renewal project.” A “deteriorated area” is defined thusly in Idaho Code 50-2018(8) and repeated nearly verbatim in Idaho Code 50-2903(8)(a):

*An area in which there are a “predominance of buildings or improvements...which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.”*

“Deteriorated area” is defined in Idaho Code 50-2018(9) and 50-2903(8)(b):

*An area in which “by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use.”*

## METHODOLOGY + GLOSSARY OF TERMS

PGAV Planners LLC (PGAV) conducted an on-site inventory of the Study Area in May-June 2018 and February 2019. The survey team visited each of the study area's 1,762 parcels and recorded the condition of the site and any improvements, as well as the condition of right-of-way elements, such as sidewalks, roadways, and railroad corridors. The following criteria were used to decide whether a parcel fit within a particular category:

### ***Deteriorated, Deteriorating, or Dilapidated Structure***

A parcel was categorized within this category if it contained one or multiple structures showing evidence of disrepair such as that caused by human activity, negligence, chemical processes such as oxidation, water damage and/or mold, evidence of fire, vandalism, structural defects, or any other process or event leading to visible deterioration of building elements. Only those elements visible from public right-of-way were observable to the survey team.

### ***Obsolescence***

A parcel within the Study Area was defined as "obsolete" based on a number of criteria related to the site as well as any structure(s) contained within the site.

Parcels were categorized as obsolete if they contained one or multiple structures that were visibly outdated with regard to meeting current building standards, or those which use building materials and techniques that are no longer widely used due to safety or functional concerns. In many cases, these are regulations and laws that have come into effect following the platting and improvement of the site. Some regulations deal specifically with safety, for example, building, sanitation, and fire codes. Others represent evolutions in laws and standards to increase social inclusion, for example, the Americans with Disabilities Act of 1990.

Parcels were also categorized as obsolete if the site exhibited evidence of functional or economic obsolescence. Functional obsolescence included platting, site configurations, and site uses that have decreased in utility over time due to changes in land use and market demand prompted by the City's growth. *Blueprint Boise*, the City's comprehensive plan, was used to compare each parcel's current land use with the future land use plan for the Central Bench Planning Area. Major categories of nonconformance with the land use plan include low-density, single-family housing within "mixed-use" and "commercial" districts and industrial uses within an area designated as a "community activity center." Businesses utilizing repurposed residential properties were considered obsolete, as were vacant businesses and sites.

Finally, a parcel was categorized as economically obsolete if the assessed value of improvements on the parcel were less than the assessed value of the underlying land. The ratio of land value to improvement value is a metric commonly used in property appraisal. Land value that is greater than the value of site improvements indicates that the parcel is underperforming economically. Common reasons for underperformance include poor building condition and/or a building that is relatively small compared to the size of its parcel.

For the purposes of this analysis, a land value to improvement value ratio of one or greater was considered indicative of parcel underdevelopment. An analysis of all Boise parcels found that, for all parcels with a non-zero assessed land or improvement value (n=77,770), ninety-two percent have a land value to improvement value ratio of less than one, while eight percent have land values that exceed the value of improvements.<sup>1</sup>

### ***Deteriorated or Deteriorating Site***

A site was categorized as deteriorated or deteriorating if there were visible signs of disrepair or neglect to the parcel's front yard and/or vegetation, trees, landscaping, driveway, entry areas, fencing, backyard or any other non-structural feature observable from public right-of-way.

### ***Insanitary or Unsafe Condition***

A site was considered insanitary or unsafe if there were visible conditions that could potentially pose a risk to public health, safety, or welfare, including: evidence of vermin, improperly contained refuse, conditions that could cause a fall or injury, presence of hazardous materials, or any other feature or state which increases the risk of ill health, injury, or mortality to any person within or proximate to the site.

### ***Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness***

A parcel exhibited characteristics of faulty lot layout if its size or position was prohibitive to development, if it lacked adequate access to public right-of-way, or if its access precluded the entrance or maneuvering of emergency response vehicles.

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<sup>1</sup> Ada County Assessor (2018).

### ***Defective or Inadequate Street Layout***

The street layout is considered defective or inadequate if elements of the right-of-way prevented or impeded the safe passage of motorists, bicyclists, pedestrians, or any other road user. Right-of-way is defined as the roadway network, adjacent sidewalks, points of entry and egress (such as driveways and access points) which provide a transitional space between public and private use, as well as other transportation infrastructure such as bike paths and rail corridors. The needs of diverse users were considered, including persons with disabilities or mobility limitations, public transit operators, service and delivery vehicles, and emergency responders. The four main criteria that indicated a defective or inadequate street layout were: 1) lack of adherence to current safety guidelines that reduce the risk of incidents and injuries for roadway users, 2) a lack of through-streets that impede movement or streets which provide inadequate clearance for emergency response vehicles, 3) a lack of pedestrian facilities, and 4) roadway facilities in poor repair.

## AGRICULTURAL EXEMPTIONS

As the City contemplates designating the Study Area as a URA, staff should recognize any agricultural parcels located within the Study Area. The inclusion of agricultural parcels in any proposed URA requires the consent of the property's owner. Three agricultural parcels were identified as such using records from the Ada County Assessor. PGAV confirmed the presence of agricultural operations (as defined in Idaho Code, Chapter 45, Title 22) during the on-site parcel inventory, when the presence of crops and livestock were noted. At present, the three agricultural parcels within the Study Area are:

**Parcel S1027212500** (having address 2521 West Victory Road) is located at the southern edge of the Area (Vista subarea) and includes, according to the Ada County Assessor, approximately 60 acres of agricultural land.

**Parcels R1097505175 and R1097505185** (located at the northeast corner of the intersection of North Liberty Street and West Morris Hill Road, Tank Farm subarea) are two contiguous agricultural parcels that include 1.2 and 1 acre respectively, according to the Ada County Assessor. These parcels are publicly owned by the City of Boise Department of Parks and Recreation.

## SUMMARY OF FINDINGS AND RECOMMENDATION

Based on the results of this analysis, PGAV Planners finds that the Study Area meets the criteria of a “deteriorated” or “deteriorating” area based on six distinct factors:

1. The presence of a substantial number of deteriorated, deteriorating, or dilapidated structures;
2. The age and obsolescence of structures;
3. The predominance of defective or inadequate street layout;
4. Faulty lot layout in relation to size, adequacy, accessibility or usefulness;
5. Insanitary or unsafe conditions;
6. Deterioration of site or other improvements;

SUMMARY FINDINGS FOR CENTRAL BENCH STUDY AREA					
	Subarea 1 Tank Farm	Subarea 2 Overland	Subarea 3 Vista	Subarea 4 Latah	Total Study Area
Total Parcels	762	349	359	292	1,792
<b>Structural Factors</b>					
Deteriorated, Deteriorating or Dilapidated Structure	42%	44%	42%	7%	37%
<b>Structural and/or Site Factors</b>					
Obsolescence	35%	23%	29%	21%	29%
<b>Site Factors</b>					
Deteriorated or Deteriorating Site	52%	47%	42%	10%	42%
Insanitary or Unsafe Condition	5%	4%	7%	1%	5%
Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness	7%	3%	3%	8%	6%
<b>Street Layout Factors</b>					
Lacks Sidewalk Access	40%	53%	39%	47%	44%
Deteriorated Roadway Segments	49%	45%	43%	7%	40%
<b>Presence of at least one factor</b>	<b>84%</b>	<b>91%</b>	<b>79%</b>	<b>71%</b>	<b>82%</b>
<b>Presence of multiple factors</b>	<b>57%</b>	<b>57%</b>	<b>54%</b>	<b>20%</b>	<b>50%</b>

As a result of the conditions detailed above, PGAV Planners finds sufficient reason to conclude that the combination of these factors “substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition and use” as stipulated in Idaho Code Section 50-2018(9) and Idaho Code Section 50-2903(8)(b). As seen in the map on page 15, these factors are present throughout the Central Bench Study Area.

### **Structural factors**

#### ***1. Site deterioration is widespread and predominate throughout the Study Area.***

Of the Study Area’s 1,762 parcels, 37 percent (644 parcels) contain structures that are visibly deteriorated, deteriorating, or dilapidated. In general, visible signs of disinvestment indicate some degree of market failure, and constitute a social and economic liability for the City.

#### ***2. Economic underperformance within the Study Area is higher than the city average.***

Eleven percent of the Study Area’s parcels had a land value that exceeded the parcel’s improvement value in 2018, compared to eight percent throughout the City. An additional ten percent of parcels had an improvement value of zero, indicating parcel vacancy. Economic underperformance constitutes an economic liability for the City.

### **Structural and site factors**

#### ***3. There are inconsistencies between current land use and stated planning goals for the subarea.***

A comparison of current land use and future land use as recorded in *Blueprint Boise* found that 15 percent of the Study Area’s parcels were incompatible with the City’s stated planning goals. Additionally, the Study Area contains two large sites whose incompatibility with surrounding uses are particularly pronounced. At the Study Area’s northern extent, the large industrial footprint of the tank farm is incompatible with surrounding residential uses and the urbanization that has taken place since its establishment in the 1950s. At the southern extent of the Study Area, a 60-acre undivided agricultural parcel surrounded by urban development represents an obsolete use. These two uses, along with other examples of functional obsolescence, impair the sound growth of the municipality.

### **Site factors**

#### **4. *Site deterioration is widespread and predominate throughout the Study Area.***

Of the subarea's 1,762 parcels, 42 percent (744 parcels) exhibit deteriorated or deteriorating site conditions. In general, visible signs of disinvestment indicate some degree of market failure, and, in the absence of effective interventions, can lead to further disinvestment, thus constituting a social and economic liability for the city.

### **Defective and inadequate street layout factors**

#### **5. *The inadequate provision of pedestrian accommodations in the Study Area is both a social liability and a threat to public health and safety.***

The lack of pedestrian connectivity throughout the Study Area creates situations in which walking is unsafe, and leads to an increased risk of injury for Study Area residents and visitors. There are five elementary schools within the boundaries of the Study Area, and providing safe facilities for walking or bicycling to school is one of the Boise School District's priorities.<sup>2</sup> It is also a social equity concern, given that low-income populations are more likely to rely on walking as a form of transportation.<sup>10]</sup> Income data from ESRI showed that the Study Area's 2018 median household income (\$40,400) was lower than that for the City of Boise (\$55,100). Additionally, a lack of adequate sidewalks has a more pronounced effect on the elderly, the disabled, and others with mobility restrictions.

Though many of the Study Area's main commercial streets had sidewalks, in most cases, sidewalks were directly adjacent to the roadway, without the minimal five-foot buffer recommended by the FHWA.<sup>3</sup> At many commercial sites within the Study Area, sites were observed to have minimal access restriction and/or pull-in parking lots that expose both motorists and pedestrians to risk of injury.

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<sup>2</sup> Boise School District. (n.d.) *Safe Routes to School*.

<sup>3</sup> Federal Highway Administration (2013) *Course on Bicycle and Pedestrian Transportation*



Miles 0      0.25      0.5



## TANK FARM SUBAREA

### EXISTING CONDITIONS

The Tank Farm subarea (“Tank Farm” or “Subarea”) is generally bounded by West Bond Street to the north, West Cassia Street to the south, North Liberty Street to the west, and North Harrell Street to the east. Tank Farm contains 643 acres, with 150 acres of right-of-way and 493 acres comprising 762 parcels. The Tank Farm subarea contains portions of the neighborhoods of Morris Hill, Liberty Park, Central Rim, and Central Bench.

A summary of the subarea’s land use is given in the table below.

TANK FARM SUBAREA LAND USE		
	Acres	Percent of Total
Single-Family Housing	60	9%
Multi-Family Housing	35	6%
Mixed Use	2	0%
Commercial	212	33%
Industrial	126	20%
Institutional/Public	1	0%
Park, Open Space, or Common Ground	11	2%
Parking	11	2%
Utilities	3	0%
Vacant	29	5%
Other	2	0%
Total Acreage in Parcels	493	77%
Total Right-of-Way Acreage	150	23%
<b>Total Subarea Acreage</b>	<b>643</b>	<b>100%</b>

The Union Pacific rail lines are a significant presence in the Tank Farm subarea, with a spur extending to the northeast from an east-west line to the south of the study area. Industrial uses, namely manufacturing and distribution, are clustered around the spur, most notably the Sinclair and Tesoro tank farms, which house approximately 50 storage tanks within the subarea footprint. Other notable industrial facilities located in proximity to the rail facilities include Stein Distributing, Boise Mobile Equipment, and Peasley Transfer and Storage. Warehouse-style commercial businesses that serve the general public are interspersed with industrial users in this area.

The remainder of the subarea features residential development along secondary streets and retail and service commercial uses along larger arterials, most importantly North Orchard Street, but also along the portions of West Franklin Street and West Fairview Street that fall within the subarea. The subarea's oldest buildings are found along West Gage Street and West Irving Street and date from the 1920s. These are followed by several residential developments to the east and west of the Union-Pacific spur and along North Orchard Street that developed in the 1940s, as well as on some of the blocks to the west of South Orchard Street at the subarea's southern extension. The main era of residential development in the subarea was from 1947 to 1962, and the average age of residential structures is 61 years. Single-family residential housing predominates, but a small number of apartment complexes and other multi-family housing developments can be found throughout the subarea. Commercial spaces along major roads host a variety of chain and independent businesses, with a particular emphasis on small restaurants and retailers within strip-style shopping centers. The majority of commercial structures were built prior to 1980, and the average commercial building is 48 years old. A map of the average structure age by parcel can be found on the following page.



\*\*Reflects average construction year of all buildings on parcel



## ANALYSIS OF DETERIORATED AND DETERIORATING AREA FACTORS

### Structural Factors

The analysis of structural factors within the Tank Farm subarea considered two principal criteria:

- 1) The presence of signs of deterioration and/or dilapidation, and
- 2) Structural obsolescence.

The assessment for each of these factors followed the definitions found in Methodology and Glossary of Terms on pages 8-10.

An inventory of the Tank Farm subarea found that 42 percent of parcels (317 parcels) housed at least one building exhibiting visible signs of **deterioration and/or dilapidation**. Issues observed by PGAV Planners during the inventory included:

- 1) Damage to the exterior of housing and commercial structures resulting from deferred maintenance,
- 2) Deteriorated and dilapidated exterior walls and roofs,
- 3) Broken gutters and downspouts,
- 4) Signs of water damage,
- 5) Broken windows,
- 6) Deteriorated roofing, soffit, and fascia materials, and
- 7) Broken or deteriorated doors.

These observed conditions were found to be meaningfully present and distributed throughout the Tank Farm subarea.



*Deterioration and leaching of concrete on West Franklin building due to water.*



*Deterioration of roof on West Clinton Street.*

Further, 270 parcels, or 35 percent of parcels, met exhibited structural, functional, or economic **obsolescence**. Deteriorated, deteriorating, dilapidated, and obsolete structures are found throughout the subarea, as documented on the map on the following pages, and visual examples of structural deterioration, dilapidation, and structural obsolescence are given here and on the following pages.



*Rusting metal exterior on North Stanley Street*



*Structural deterioration at any entryway on West Corporal Lane*



*Deteriorated building exterior on Stanley Street*





*Deterioration to exterior and parking lot on North Orchard Street*



*Rusting corrugated metal exterior and overgrown vegetation along North Curtis Road*



*Signs of neglect and vandalism on West Emerald Street.*



*Deteriorating building exterior on West Morris Hill*



*Damage to wall on West Franklin Road*



*Evidence of water damage along roofline along North Orchard Street*



*Dilapidated exterior on North Orchard Street*



*Deteriorating exterior, doorway, and boarded-up windows on West Fairview Avenue.*

### Site Factors

The analysis of site factors within the Tank Farm subarea considered three principal factors:

- 1) Deterioration
- 2) Insanitary or unsafe conditions, and
- 3) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

The assessment for each of these factors followed the definitions found in Methodology and Glossary of Terms on pages 8-10.

An inventory of the Tank Farm subarea found that 52 percent of parcels (399 parcels) were found to exhibit deteriorated or deteriorating conditions. Common issues with site deterioration within the Tank Farm subarea included cracked or potholed driveways, gutters, parking lots, and parking areas, overgrown vegetation, absence of vegetation leading to issues with dust, mud, standing water and erosion, and unsightly storage of objects on site, such as scrap automobiles and scrap metal.

Specific issues related to insanitary or unsafe conditions at the site level were more limited, with five percent (41 parcels) flagged with this condition. These conditions include:

- 1) Overgrowth of weeds, and
- 2) Storage of trash, refuse, broken mechanical equipment on residential property and in the open.

These factors were observed to be distributed throughout the Tank Farm subarea. These conditions also violate Section 8-08-01 Sanitary Regulations; Nuisances of the Boise Municipal Code.



*Entrance along West Gage Street showing inadequate drainage, cracked and deteriorated pavement, overgrowth of vegetation, and fence in disrepair.*



*Site deterioration and insanitary conditions, with a deteriorating truck creating potential ground contamination on West Clinton Street*



*Heaped scrap metal and industrial materials on West Gage Street*

In addition to site-specific unsafe conditions, the proximity of industrial development to residential housing gives rise to unsafe conditions throughout the subarea. The presence of active industrial uses generates pollutants with known adverse effects on human health, as well as increases risk of chemical exposure or injury in the case of an accident. For these reasons, a number of the subarea's residential parcels could be considered unsafe by reason of ongoing elevated exposure to risks related to industrial activity.

Faulty lot layout was also observed at 53 parcels, or 7 percent of surveyed parcels. The most commonly observed issues pertaining to this category include:

- 1) Parcels too small to support development without additional parcel assembly, and
- 2) Parcels whose platting or configuration in relation to other parcels or the roadway network hinders their development.

Representative photos of qualifying site conditions, as well as a map of locations where these conditions were observed, are found on this and the following pages.



*Site deterioration and erosion on North Phillippi Street*



*Extensively cracked parking lot on North Orchard Street*





*Site deterioration on North Orchard Street*



*Site deterioration on North Curtis Road*



*Deterioration of parking lot on West Franklin*



*Site deterioration and overgrown vegetation on West Richardson Street*

### Street Layout Factors

A review of street layout conditions takes into consideration the following factors:

- 1) The condition of the subarea's transportation infrastructure, including roadways, sidewalks, and railroad right-of-way,
- 2) Adequate facilities for safe pedestrian movement and circulation,
- 3) Missing or impeded connections due to barriers, inadequate provision of through streets,
- 4) Deterioration of the right-of-way,
- 5) Network connectivity, and
- 6) Issues pertaining to the safe transit of pedestrians and motorists.

The issues observed in the Tank Farm subarea include the following:

- 1) A predominance of residential streets that lack sidewalks, which forces pedestrians to make their way on foot in the roadway with traffic or to walk along the shoulder of the roadway. Of the 349 parcels in the subarea, 40 percent (306 parcels) lack sidewalk access.
- 2) Of those parcels adjacent to sidewalk infrastructure, in some cases, the sidewalk was deteriorated or uneven.
- 3) Sidewalks do not conform with current pedestrian safety recommendations. For example, the Federal Highway Administration recommends a minimum buffer width of five feet between the



*Dead end sign on Corporal Street, at the intersection of Corporal Street and North Stanley Street, facing north. Lack of street connectivity leads to inadequacies in the transportation network. Also visible in the photo is a lack of sidewalks on both streets, forcing pedestrians to walk in the street.*



*Rail cars along West Franklin. The Union Pacific rail lines interrupt the street network throughout the subarea and impede through traffic.*

roadway and the sidewalk space for the safety of motorists and pedestrians.<sup>4</sup>

- 4) Lack of access management to commercial parcels, with wide turn-ins, numerous driveways, pull-in parking, and other features which increase the risk of injury to pedestrians and motorists.<sup>5</sup>

These issues are of particular concern for disabled travelers and older adults.

The map on page 31 shows parcels that lack sidewalks and deteriorated roadway segments. These conditions were meaningfully present and distributed throughout the Tank Farm subarea.



*Dirt roads on the periphery of Liberty Park that deteriorate when it rains.*



*North Orchard Street looking south from near Fairmont Street. Visible in the foreground is the parking lot entrance of 601-615 North Orchard Street. This parcel and the parcel across the street at 602-620 North Orchard Street utilize pull-in angled parking, which is unsafe for motorists and pedestrians, especially along major streets such as North Orchard.*

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<sup>4</sup> Federal Highway Administration (2013) *Course on Bicycle and Pedestrian Transportation*

<sup>5</sup> Federal Highway Administration (2010) *Access Management in the Vicinity of Intersections*.



*Lack of access management on North Orchard Street. Managed access points, such as right-turn driveways, encourages drivers to slow down to enter the parking lot, and makes the road safer and more comfortable for pedestrians.*



*Parking lot entrances along North Orchard Street are overly wide, which can endanger pedestrians*



*Site deterioration on West Denton Street on the northern edge of Liberty Park.*



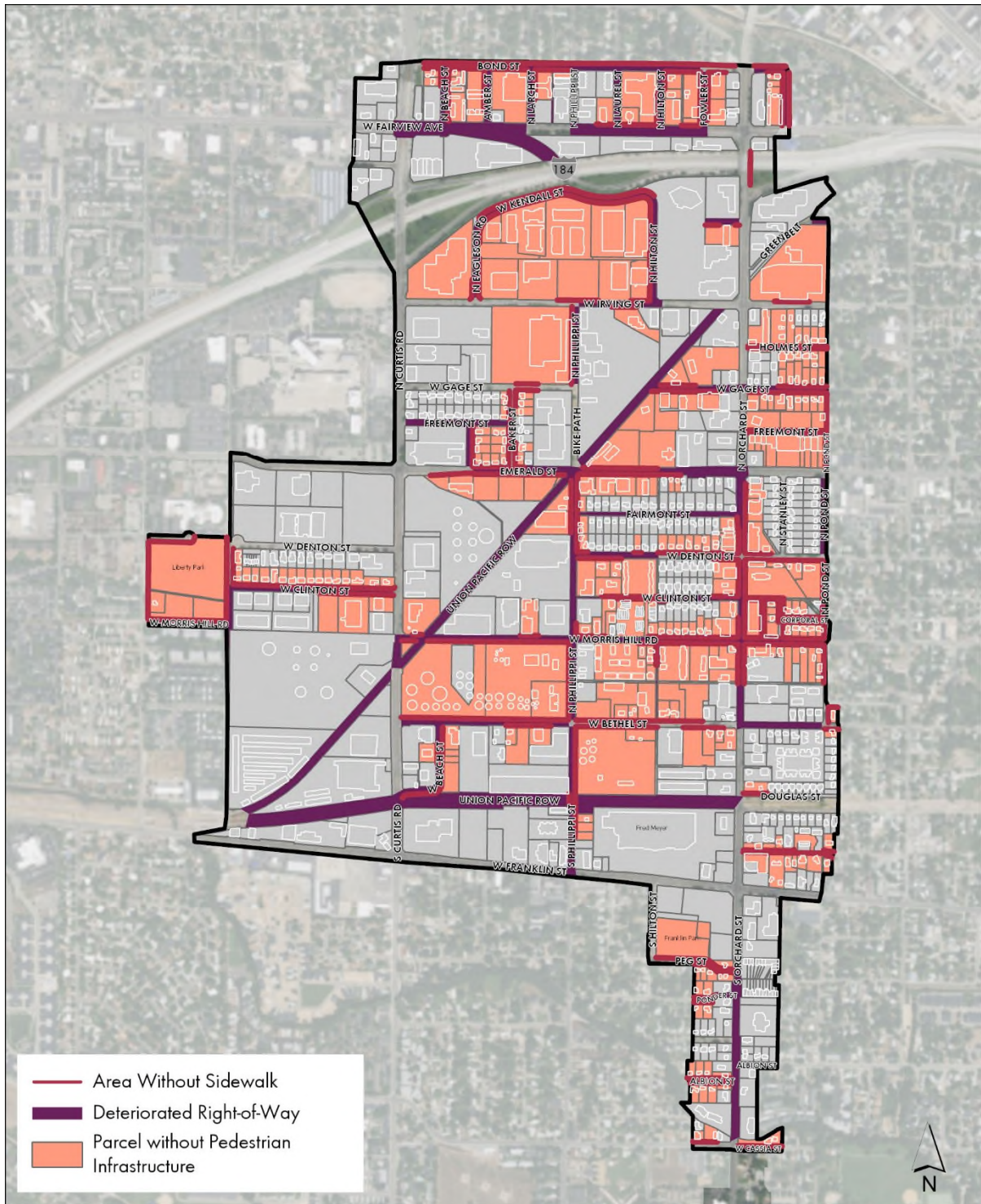
*Deterioration of right-of-way at railroad tracks along West Emerald Street*



*Deterioration of roadway on West Albion Street, with deteriorated asphalt and lack of drainage system. The lack of sidewalks also creates unsafe conditions for pedestrians.*



*Deteriorated right-of-way and lack of sidewalks on West Bond Street between North Phillippi Street and North Laurel Street*



**TANK FARM SUBAREA RIGHT-OF-WAY CONDITIONS**  
Central Bench Study Area  
City of Boise, Idaho

## SUMMARY OF FINDINGS AND CONCLUSION

The following table summarizes the observations made by PGAV Planners during their inventory of the Tank Farm subarea.

TANK FARM SUBAREA SUMMARY FINDINGS		
	Number of Parcels	Percent of Total
Total Parcels	762	
<b>Structural Factors</b>		
Deteriorated, Deteriorating or Dilapidated Structure	317	42%
Obsolescence	270	35%
<b>Site Factors</b>		
Deteriorated or Deteriorating Site	399	52%
Insanitary or Unsafe Condition	41	5%
Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness	53	7%
<b>Street Layout Factors</b>		
Lacks Sidewalk Access	306	40%
Deteriorated Roadway Segments		49%
<b>Presence of at least one factor</b>	<b>641</b>	<b>84%</b>
<b>Presence of multiple factors</b>	<b>435</b>	<b>57%</b>

As a result of the conditions detailed above, PGAV Planners finds sufficient reason to conclude that the combination of these factors “substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition and use” as stipulated in Idaho Code Section 50-2018(9) and Idaho Code Section 50-2903(8)(b). As seen in the map on page 35, these factors are present throughout the Tank Farm subarea.

In the case of the Tank Farm subarea, the strongest arguments for urban renewal assistance are the following:

**Structural factors**

**1. *Site deterioration is widespread and predominate throughout the subarea.***

Of the subarea's 762 parcels, 42 percent (317 parcels) contain structures that are visibly deteriorated, deteriorating, or dilapidated. In general, visible signs of disinvestment indicate some degree of market failure, and constitute a social and economic liability for the City.

**2. *Economic underperformance within the subarea is higher than the city average.***

Fifteen percent of the subarea's parcels had a land value that exceeded the parcel's improvement value in 2018, compared to eight percent throughout the City. An additional ten percent of parcels had an improvement value of zero, indicating parcel vacancy. Economic underperformance constitutes an economic liability for the City.

**Structural and site factors**

**3. *There are inconsistencies between current land use and stated planning goals for the subarea.***

A comparison of current land use and future land use as recorded in *Blueprint Boise* found that 16 percent of the subarea's parcels were incompatible with the City's stated planning goals. Therefore, these uses would be considered obsolete and impair the sound growth of the municipality. The tank farm in particular has been recognized as incongruous with the surrounding urbanized areas and is the subject of a proposal for its relocation.

**Site factors**

**4. *Site deterioration is widespread and predominate throughout the subarea.***

Of the subarea's 762 parcels, 52 percent (399 parcels) exhibit deteriorated or deteriorating site conditions. In general, visible signs of disinvestment indicate some degree of market failure, and, in the absence of effective interventions, can lead to further disinvestment, thus constituting a social and economic liability for the city.

**5. *The presence of industrial use in close proximity to housing in the Tank Farm subarea poses a serious threat to public health, safety, and welfare.***

The pattern of development of the Tank Farm subarea in the mid-20<sup>th</sup> century created a situation where light and heavy industrial use developed in close proximity to residential neighborhoods. Research is increasingly showing that exposure to industrial pollutants has long-term consequences for human health, including increasing the risk of developmental disabilities, cancer, asthma, and cardiac disease.<sup>6,7</sup> Apart from pollutants produced during industrial processes and fuel storage, truck traffic traveling to and from the Tank Farm area generates diesel exhaust that has also been shown to increase the risk of respiratory diseases and lung cancer.<sup>8</sup> Finally, the possibility of accidents exposes nearby residents to an unnecessarily elevated risk of injury or illness.

**Defective and inadequate street layout factors**

**6. *The inadequate provision of pedestrian accommodations in the Tank Farm subarea is both a social liability and a threat to public health and safety.***

The lack of pedestrian connectivity throughout the subarea creates a situation in which walking is inconvenient and unsafe, and leads to an increased risk of injury for subarea residents and visitors. It is also a social equity concern, given that low-income populations are more likely to rely on walking as a form of transportation.<sup>9</sup> Income data from ESRI showed that the Study Area's 2018 median household income (\$35,900) was lower than that for the City of Boise (\$55,100). Along North Orchard Street, some sites have minimal access restriction and/or pull-in parking lots that expose both motorists and pedestrians to risk of injury.

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<sup>6</sup> Bauleo L, Bucci S, Antonucci C, et al. (2019). Long-Term Exposure to Air Pollutants from Multiple Sources and Mortality in an Industrial Area: A Cohort Study *Occup Environ Med*.

<sup>7</sup> Bergstra, A., Brunekreef, B., and Burdof, A. (2018). The Effect of Industry-Related Air Pollution on Lung Function and Respiratory Symptoms in School Children. *Environmental Health*.

<sup>8</sup> U.S. Department of Labor Occupational Safety and Health Administration (2019). Safety and Health Topics: Diesel Exhaust.

<sup>9</sup> Murakami, E. and Young, J. (1997) Daily Travel by Persons with Low Income.





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## OVERLAND SUBAREA

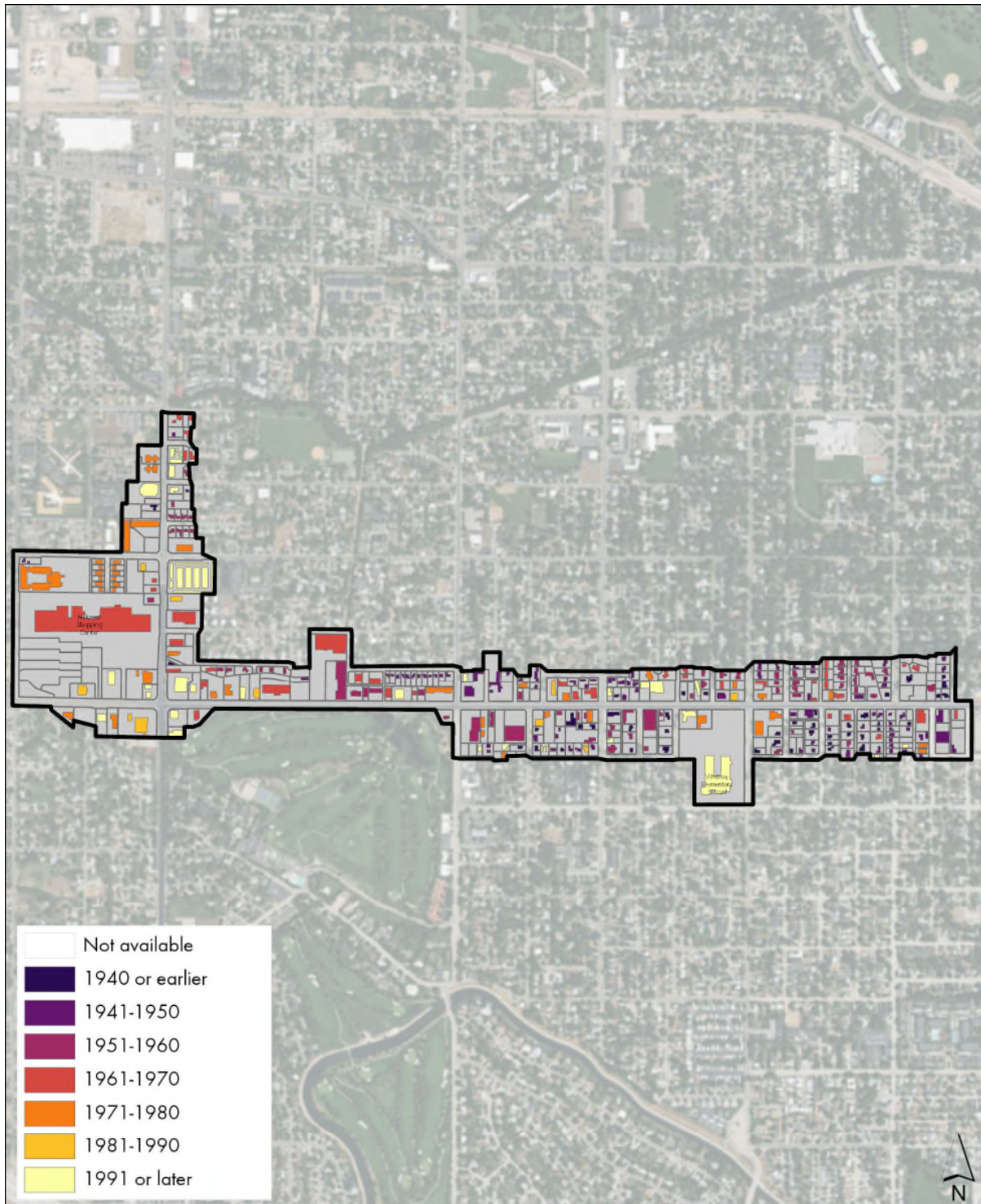
### EXISTING CONDITIONS

The Overland subarea is generally bounded by West Cassia Street to the north, West Nez Perce Street to the south, South Phillippi Street to the west, and South Abbs Street to the east. The subarea measures 198 acres, with 151 acres contained within 349 parcels and 46 acres of right-of-way. The Overland subarea contains portions of the neighborhoods of Central Bench, Hillcrest, Depot Bench, and Vista.

The Overland subarea is L-shaped, centered around two commercial corridors, South Orchard Street and West Overland Road. Of the four subareas, Overland has the greatest proportion of commercial uses, with 77 acres (39 percent of total land area) housing diverse retail, restaurant, and service commercial tenants. The largest activity centers in the Overland subarea are the 250,000 square foot Hillcrest Shopping Center, anchored by an Albertson's, and Whitney Elementary School, which serves a student population of 580 children.

The Overland subarea also contains residential parcels located along side streets. The majority of residential parcels contain single family housing generally dating from 1940 to 1962, with an average construction year of 1954. Heatherwood Senior Living is the largest residential building in the subarea, with 110 age-restricted units in a two-story building at the subarea's western boundary.

OVERLAND SUBAREA LAND USE		
	Acres	Percent of Total
Single-Family Housing	33	17%
Multi-Family Housing	12	6%
Mixed Use	1	0%
Commercial	77	39%
Industrial	2	1%
Institutional/Public	13	6%
Park, Open Space, or Common Ground	0	0%
Parking	6	3%
Utilities	1	0%
Vacant	6	3%
Other	0	0%
Total Acreage in Parcels	151	76%
Total Right-of-Way Acreage	46	24%
<b>Total Subarea Acreage</b>	<b>198</b>	<b>100%</b>



**OVERLAND SUBAREA BUILDING CONSTRUCTION YEAR**  
Central Bench Study Area  
City of Boise, Idaho

Source: Ada County Assessor  
\*\*Reflects average construction year of all buildings on parcel

Miles 0 0.25 0.5

PG&VPLANNERS<sup>LLC</sup>



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## ANALYSIS OF DETERIORATED AND DETERIORATING AREA FACTORS

### Structural Factors

The analysis of structural conditions within the Overland subarea considered two principal factors:

- 1) The presence of deterioration and/or dilapidation, and
- 2) Obsolescence.

The assessment for each of these factors followed the definitions found in Methodology and Glossary of Terms on page 8-10.

An inventory of the Overland subarea found that 44 percent of parcels (155 parcels) housed at least one building exhibiting visible signs of **deterioration and/or dilapidation**. Issues observed by PGAV Planners during the inventory included:

- 1) Damage to housing and commercial structures resulting from deferred maintenance,
- 2) Deteriorated and dilapidated exterior walls and roofs,
- 3) Broken gutters and downspouts,
- 4) Signs of water damage,
- 5) Broken windows,
- 6) Broken and deteriorated fencing,
- 7) Deteriorated roofing, soffit, and fascia materials, and
- 8) Broken or deteriorated doors and garage doors.



*Dilapidated exterior building condition and evidence of obsolescence (residential building used as business) on West Overland Road*



*Deteriorated building and site on West Overland Road*



*Wood frame deteriorated apartment building on South Security Lane.*

Structural and site **obsolescence** are present throughout the Overland subarea. Particular concerns regarding obsolescence in the subarea include:

- 1) Visible signs of aging and lack of upkeep on structures through the subarea
- 2) Older homes repurposed as commercial space
- 3) Numerous vacant commercial parcels along West Overland Road, indicating a mismatch between market demand and supply
- 4) Wood frame multi-family apartment buildings that lack sprinklers, which is outdated with regard to current fire code and poses a safety hazard to residents
- 5) Multi-family buildings and commercial facilities built prior to 1990 that lack facilities for disabled tenants and customers

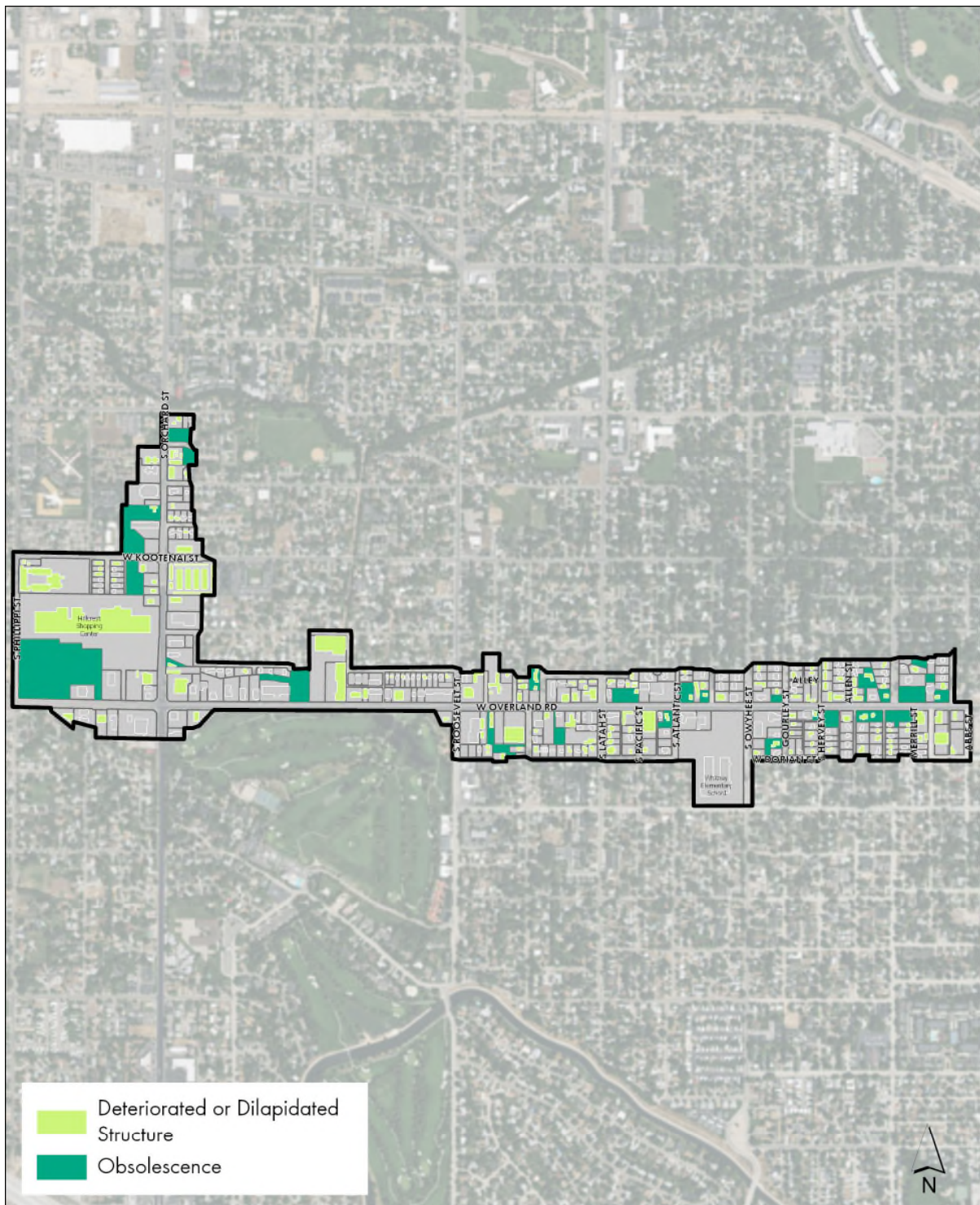
These observed conditions were found to be meaningfully present and distributed throughout the Overland subarea, as shown on the map on the following page.



*Vacant and obsolete brick and cement block structure with deteriorated site conditions on West Overland Road.*



*Deterioration of cement block building on West Overland Road*



**OVERLAND SUBAREA STRUCTURAL CONDITIONS**  
Central Bench Study Area  
City of Boise, Idaho

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PGAVPLANNERS<sup>LLC</sup>





*Structural and site deterioration, and overgrown vegetation on West Marvin Street*



*Deteriorating building exterior on West Overland Road*



*Moisture damage to a building exterior on West Overland Road*



*Vacant and obsolete cement block commercial building on South Orchard Street*



*Deteriorating building on South Orchard Street*

### Site Factors

The analysis of site factors within the Overland subarea considered three principal factors:

- 1) Deterioration
- 2) Insanitary or unsafe conditions, and
- 3) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

The assessment for each of these factors followed the definitions found in Methodology and Glossary of Terms on pages 8-10.

An inventory of the Overland subarea found that 47 percent of parcels (165 parcels) were found to exhibit deteriorated or deteriorating conditions. Common issues with site deterioration within the Overland subarea included cracked or potholed driveways, parking lots, and parking areas, overgrown vegetation, absence of vegetation leading to issues with dust, mud, standing water and erosion, and unsightly storage of objects on site, such as scrap automobiles and scrap metal.

Specific issues related to insanitary or unsafe conditions at the site level were more limited, with 4 percent (15 parcels) flagged with this condition. These conditions include:

- 1) Overgrowth of weeds, and
- 2) Storage of trash, refuse, broken mechanical equipment on residential property and in the open.
- 3) Injury hazard from uneven or deteriorated surfaces
- 4) Inadequate stormwater drainage, leading to standing water, which can breed mosquitos



*Cracked and deteriorated parking lot on West Overland Road*



*Signs of site neglect along West Overland Road*

- 5) Unguarded or unscreened entrances to canals, which can pose a hazard, especially to young children.<sup>10</sup>

These factors were observed to be distributed throughout the Overland subarea. These conditions also violate Section 8-08-01 Sanitary Regulations; Nuisances of the Boise Municipal Code. Representative photos of qualifying site conditions, as well as a map of locations where these conditions were observed, are found on this and the following pages.

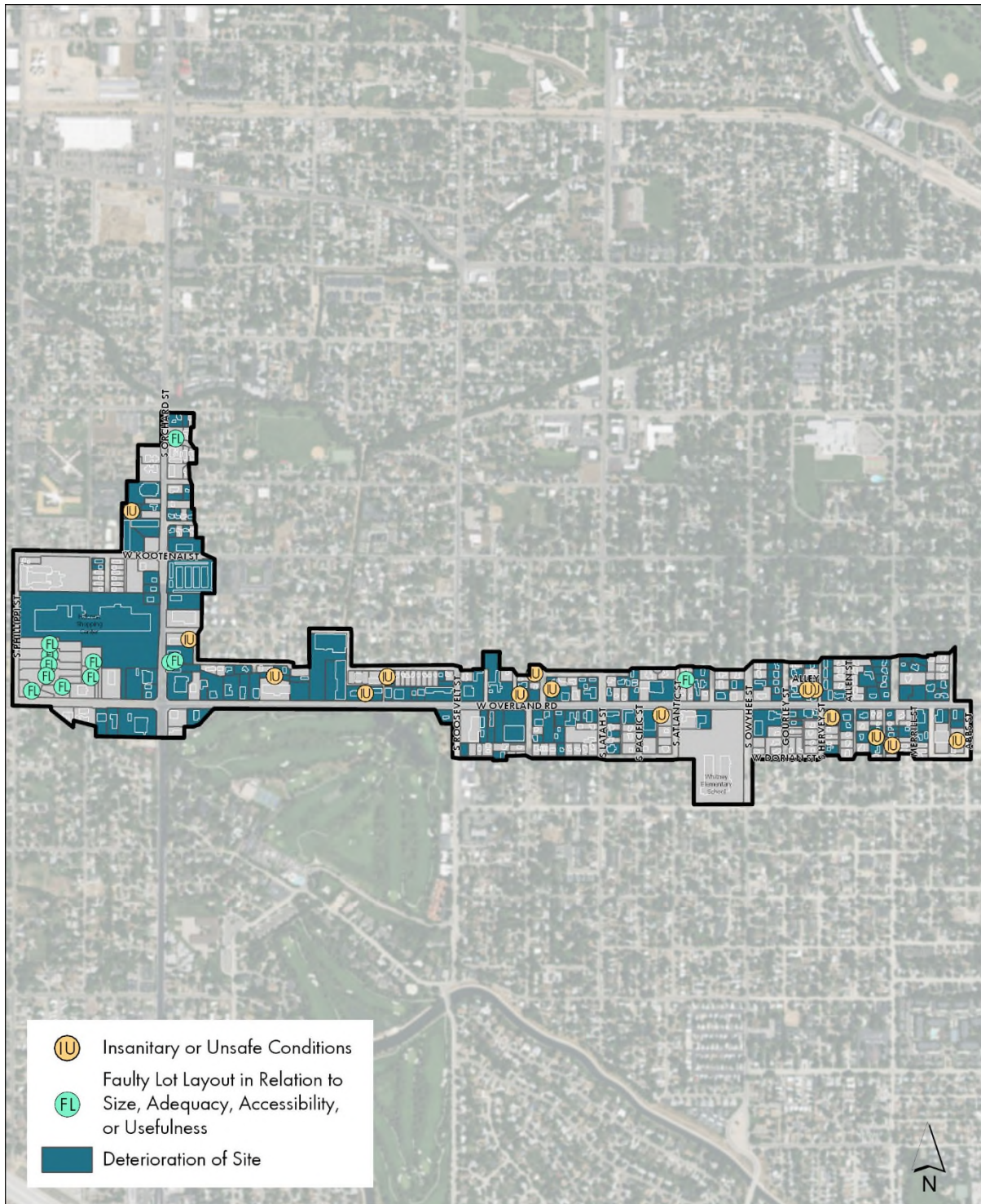


*Cracked and patched parking lot on West Overland Road*



*Deteriorated parking lot along West Overland Road*

<sup>10</sup> Brown, R. (2015). "Officials warn of drowning hazards in irrigation canals." *Idaho Press*. July 21, 2015



**OVERLAND SUBAREA SITE CONDITIONS**  
Central Bench Study Area  
City of Boise, Idaho

Miles 0 0.25 0.5

PGAVPLANNERS LLC





*Deterioration of parking lot on West Overland Road*



*Deteriorated parking lot along West Overland Road*



*Unguarded or unscreened canals pose a hazard, especially for young children, along West Martin Street*



*Debris and materials along South Orchard*

### Street Layout Factors

A review of street layout conditions takes into consideration the following factors:

- 1) The condition of the subarea's transportation infrastructure, including roadways, sidewalks, and railroad right-of-way,
- 2) Adequate facilities for safe pedestrian movement and circulation,
- 3) Missing or impeded connections due to barriers, inadequate provision of through streets,
- 4) Deterioration of the right-of-way,
- 5) Network connectivity, and
- 6) Issues pertaining to the safe transit of pedestrians and motorists.

The issues observed in the Overland subarea include the following:

- 1) A predominance of residential streets that extend north and south from Overland lack sidewalks, which forces pedestrians to make their way on foot in the roadway with traffic or to walk along the shoulder of the roadway. Of the 349 parcels in the subarea, 53 percent (186 parcels) lack sidewalk access.
- 2) Of those parcels with access to sidewalk infrastructure, in some cases, the sidewalk was deteriorated or uneven, creating a hazard, and creating a barrier for pedestrians with mobility limitations.
- 3) Sidewalks do not conform with current pedestrian safety recommendations. For example, the Federal Highway Administration recommends a minimum buffer width of five feet between the



*Deteriorated right-of-way and site on West Marvin Street*



*Deteriorated sidewalks along West Overland Street between South Cleveland Street and South Latah Street*

roadway and the sidewalk space for the safety of motorists and pedestrians.<sup>11</sup> Along Overland Street and South Latah Street, the sidewalk is directly adjacent to the roadway, with no buffer provided. This condition affects 100 percent of the parcels along Overland Street and creates an inhospitable and unsafe environment for walking.

- 4) Lack of access management for commercial parcels, with wide turn-ins, numerous driveways, pull-in parking, and other features which increase the risk of injury to pedestrians and motorists over sites with controlled access points.<sup>12</sup>

While these issues affect all pedestrians, they are of particular concern for disabled travelers and older adults.

The map on the following page shows parcels that lack sidewalks and deteriorated roadway segments. These conditions are meaningfully present and distributed throughout the Overland subarea.



*Deteriorated sidewalk and parking lot along South Latah Street*



*Deteriorated sidewalk on West Overland Road between South Wilson Street and South Orchard Street. At right, the sidewalk slopes to the gutter, providing a long and continuous driveway to the site at left, which is unsafe for pedestrians.*

<sup>11</sup> Federal Highway Administration (2013) *Course on Bicycle and Pedestrian Transportation*

<sup>12</sup> Federal Highway Administration (2010) *Access Management in the Vicinity of Intersections*.



BOISE  
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*Deteriorated alley with debris near South Pacific Street*



*Narrow sidewalk directly adjacent to a travel lane on West Overland Street between South Gourley Street and South Hervey Street. Current pedestrian safety guidelines recommend a minimum five-foot buffer between traffic and pedestrians.*



*Lack of sidewalks on South Gourley Street*



*Inadequate provision of pedestrian infrastructure along West Blaser Circle.*

## SUMMARY OF FINDINGS AND CONCLUSION

The following table summarizes the observations made by PGAV Planners during their inventory of the Overland subarea.

OVERLAND SUBAREA SUMMARY FINDINGS		
	Number of Parcels	Percent of Total
Total Parcels	349	
<b>Structural Factors</b>		
Deteriorated, Deteriorating or Dilapidated Structure	155	44%
Obsolescence	81	23%
<b>Site Factors</b>		
Deteriorated or Deteriorating Site	165	47%
Insanitary or Unsafe Condition	15	4%
Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness	12	3%
<b>Street Layout Factors</b>		
Lacks Sidewalk Access	186	53%
Deteriorated Roadway Segments		45%
<b>Presence of at least one factor</b>	<b>316</b>	<b>91%</b>
<b>Presence of multiple factors</b>	<b>198</b>	<b>57%</b>

PGAV Planners finds sufficient reason to conclude that the combination of the aforementioned conditions and factors “substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition and use” as stipulated in Idaho Code Section 50-2018(9) and Idaho Code Section 50-2903(8)(b). As seen in the map on page 53, these factors are present throughout the Overland subarea.

In the case of the Overland subarea, the strongest arguments for its designation for urban renewal assistance are the following:

**Structural factors**

**1. *Site deterioration is widespread and predominate throughout the subarea.***

Of the subarea's 349 parcels, 44 percent (155 parcels) contain structures that are visibly deteriorated, deteriorating, or dilapidated. In general, visible signs of disinvestment indicate some degree of market failure, and constitute a social and economic liability for the City.

**2. *Economic underperformance within the subarea is higher than the city average.***

Ten percent of the subarea's parcels had a land value that exceeded the parcel's improvement value in 2018, compared to eight percent throughout the City. An additional eight percent of parcels had an improvement value of zero, indicating parcel vacancy. Economic underperformance constitutes an economic liability for the City.

**Structural and site factors**

**3. *There are inconsistencies between current land use and stated planning goals for the subarea.***

A comparison of current land use and future land use as recorded in *Blueprint Boise* found that 11 percent of the subarea's parcels were incompatible with the City's stated planning goals. Therefore, these uses would be considered obsolete and impair the sound growth of the municipality.

**Site factors**

**4. *Site deterioration is widespread and predominate throughout the Overland subarea.***

Of the subarea's 349 parcels, 47 percent (165 parcels) exhibit deteriorated or deteriorating site conditions. In general, visible signs of disinvestment indicate some degree of market failure, and, in the absence of effective interventions, can lead to further disinvestment, thus constituting a social and economic liability for the city.

**Defective and inadequate street layout factors**

**5. *The inadequate provision of pedestrian accommodations in the Overland subarea is both a social liability and a threat to public health and safety.***

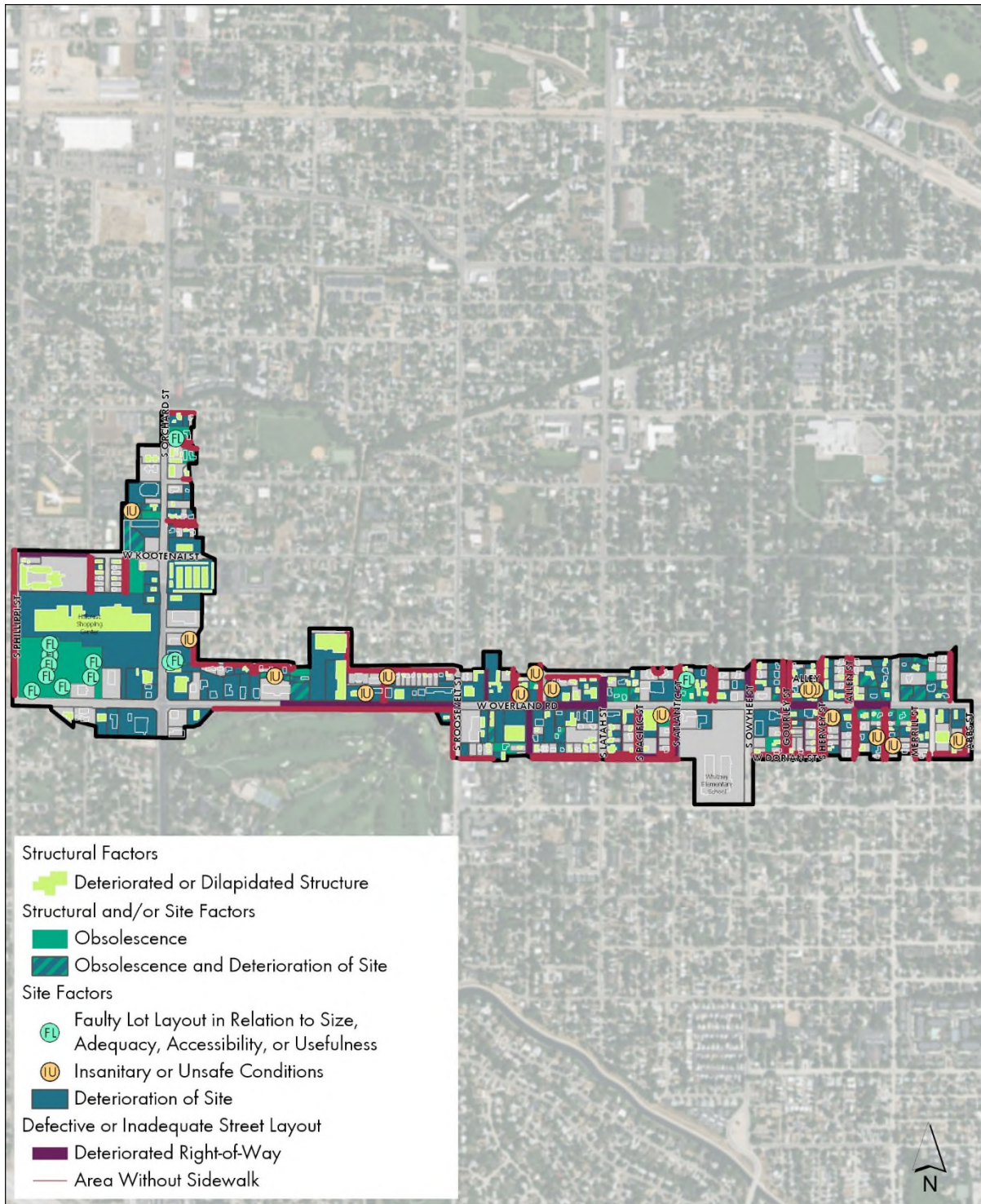
The lack of pedestrian connectivity throughout the subarea creates a situation in which walking is inconvenient and unsafe, and leads to an increased risk of injury for subarea residents and visitors. It is also a social equity concern, given that low-income populations are more likely to rely on walking as a form of transportation.<sup>13</sup> Income data from ESRI showed that the Study Area's 2018 median household income (\$40,900) was lower than that for the City of Boise (\$55,100). Additionally, providing safe facilities for walking or bicycling to school is one of the Boise School District's priorities.<sup>14</sup>

Along Overland Street, some sites have minimal access restriction and/or pull-in parking lots that expose both motorists and pedestrians to risk of injury. Although the corridor has pedestrian facilities for the most part, all of the sidewalks along Overland are directly adjacent to the roadway, which creates a safety issue for pedestrians and well as deters walking.

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<sup>13</sup> Murakami, E. and Young, J. (1997) Daily Travel by Persons with Low Income.

<sup>14</sup> Boise School District. (n.d.) *Safe Routes to School*.



**OVERLAND SUBAREA EXISTING CONDITIONS**  
Central Bench Study Area  
City of Boise, Idaho

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## VISTA SUBAREA

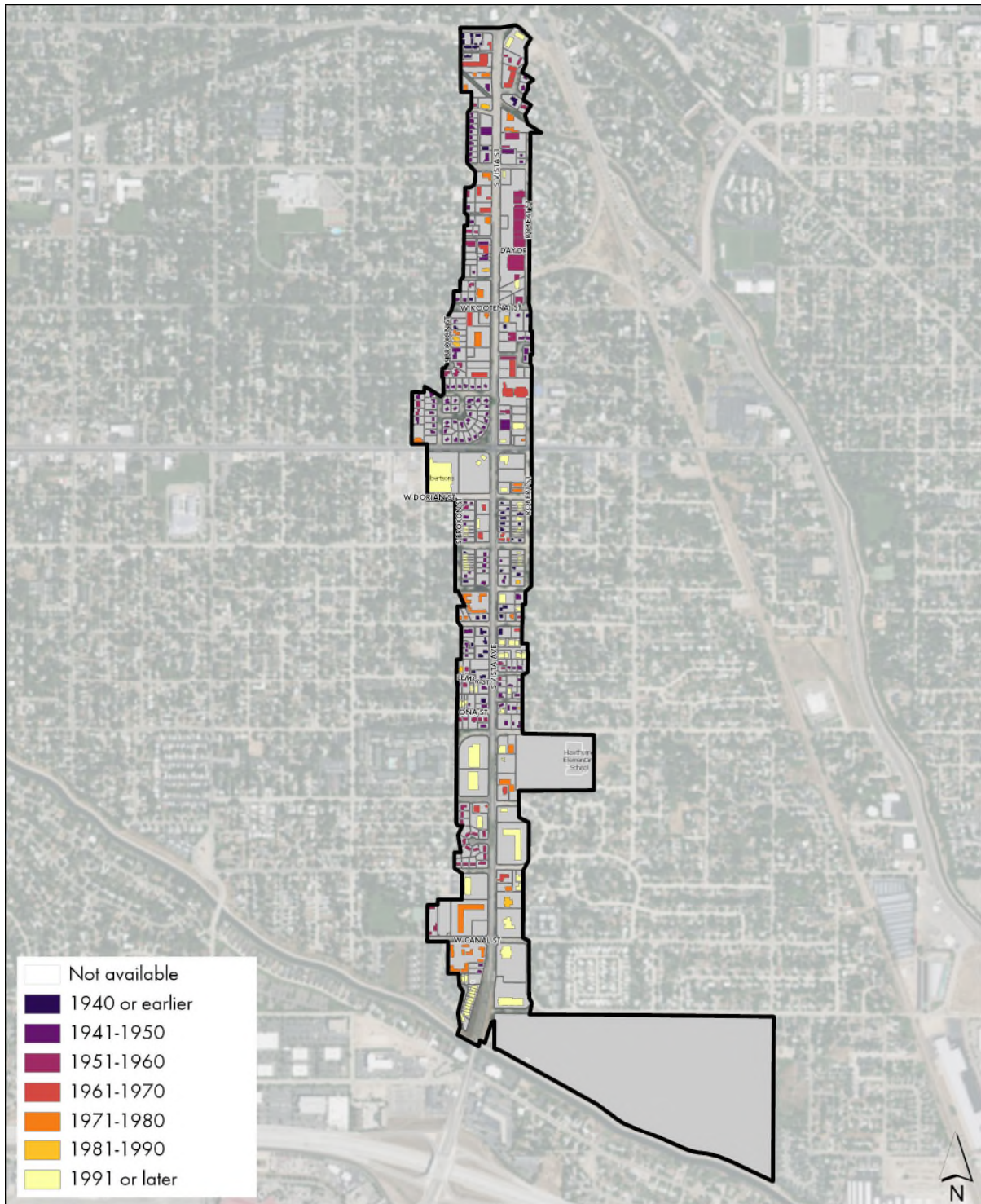
### EXISTING CONDITIONS

The Vista subarea is generally bounded by West Rose Hill Street to the north, the New York Canal to the south, South Wilcomb Street to the west, and South Annett Street to the east. The subarea measures 227 acres, with 176 acres contained within 349 parcels and 50 acres of right-of-way. The Vista subarea contains portions of the neighborhoods of Vista and Depot Bench.

The Vista subarea is generally linear, following South Vista Avenue from West Rose Hill Street in the north to the New York Canal in the south, a distance of 1.8 miles. The subarea encompasses development along South Vista Avenue as well as a number of parcels along side streets branching off the main thoroughfare. The portion of South Vista Avenue north of West Overland Road is characterized by late 20<sup>th</sup> century commercial development, with many buildings fronted by parking lots and access via curb curbs from South Vista Avenue. To the south of West Overland Road, there is a greater proportion of residential development on parcels adjacent to South Vista Avenue, though there are commercial developments present as well, including Oak Park Plaza and three hotels located at the southern end of the subarea.

VISTA SUBAREA LAND USE		
	Acres	Percent of Total
Single-Family Housing	33	15%
Multi-Family Housing	9	4%
Mixed Use	0	0%
Commercial	56	25%
Industrial	2	1%
Institutional/Public	9	4%
Park, Open Space, or Common Ground	0	0%
Parking	4	2%
Utilities	0	0%
Vacant	3	2%
Agriculture	60	26%
Total Acreage in Parcels	176	78%
Total Right-of-Way Acreage	44	22%
<b>Total Subarea Acreage</b>	<b>227</b>	<b>100%</b>

The largest parcel in the subarea is the 60-acre agricultural-use parcel at the south of the subarea. Similar to the Overland subarea, the largest generators of activity are an Albertson's (located at the intersection of South Vista Avenue and West Overland Road) and Hawthorne Elementary School (290 students). Vista Village, a 74,000 square foot shopping center originally dating from 1949, is another generator of activity. Similar to the other subareas, the 1940s and 1950s were the primary years of residential development, and the average residential year of construction is 1957. The map on the following page shows the average age of construction for all buildings on each parcel in the Vista subarea.



**OVERLAND SUBAREA BUILDING CONSTRUCTION YEAR**  
Central Bench Study Area  
City of Boise, Idaho

Miles 0 0.25 0.5

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Source: Ada County Assessor

\*\*Reflects average construction year of all buildings on parcel

## ANALYSIS OF DETERIORATED AND DETERIORATING AREA FACTORS

### **Structural Factors**

The analysis of structural factors within the Vista subarea considered two principal criteria:

- 1) The presence of signs of deterioration and/or dilapidation, and
- 2) Obsolescence.

The assessment for each of these factors followed the definitions found in Methodology and Glossary of Terms on pages 8-10.

An inventory of the Vista subarea found that 42 percent of parcels (151 parcels) housed at least one building exhibiting visible signs of **deterioration and/or dilapidation**. Issues observed by PGAV Planners during the inventory included:

- 1) Damage to housing and commercial structures resulting from deferred maintenance,
- 2) Deteriorated and dilapidated exterior walls and roofs,
- 3) Broken gutters and downspouts,
- 4) Signs of water damage,
- 5) Broken windows,
- 6) Broken and deteriorated fencing,
- 7) Deteriorated roofing, soffit, and fascia materials, and
- 8) Broken or deteriorated doors and garage doors.



*Structural deterioration on Rose Hill Street*



*Structural deterioration on Rose Hill Street*

Structural and site **obsolescence** are present throughout the Vista subarea, and were noted in 23 percent of the surveyed parcels. Particular concerns regarding obsolescence in the subarea include:

- 1) Visible signs of aging and lack of upkeep on structures through the subarea,
- 2) Multi-family buildings and commercial facilities built prior to 1990 that lack facilities for disabled tenants and customers,
- 3) Vacant and underutilized land and commercial spaces.
- 4) Parcels where the land value was equal to or exceeded the value of parcel improvements.

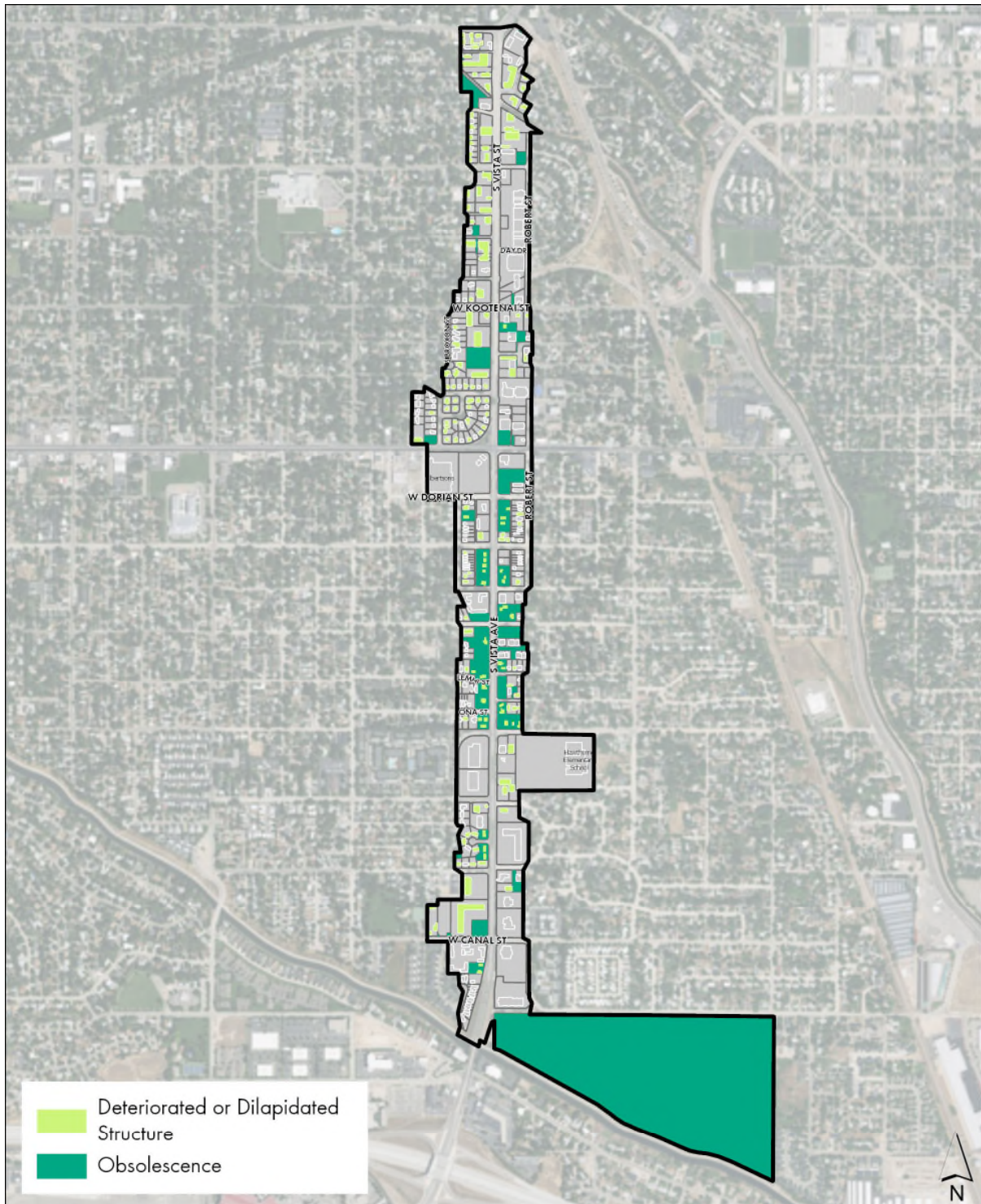
These observed conditions were found to be meaningfully present and distributed throughout the Vista subarea, as shown on the map on the following page.



*Deteriorated building conditions on West Grover Court*



*Peeling exterior paint and deteriorating entryway on South Vista Avenue*



**VISTA SUBAREA STRUCTURAL CONDITIONS**  
Central Bench Study Area  
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*Peeling paint on garage along West Overland Road*



*Exterior deterioration on West Edson Street*



*Deteriorating siding and roof on South Vista Avenue*



*Vacant building on South Vista Avenue*



*Deteriorated building on South Vista Avenue*



*Deterioration to entrance along South Vista Avenue*



*Pocked and deteriorating cement block wall with peeling paint on South Vista Avenue.*



*Rusting roof line above vacant commercial space on South Vista Avenue*



*Deteriorated wooden window casing and siding on West Ponderosa Road*



*Peeling paint and deteriorating wooden window casing on West Kootenai Street*



*Deteriorated siding around window on West Juniper Street*



*Deteriorated wooden siding on South Victoria Drive*

### Site Factors

The analysis of site factors within the Vista subarea considered three principal factors:

- 1) Deterioration
- 2) Insanitary or unsafe conditions, and
- 3) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

The assessment for each of these factors followed the definitions found in Methodology and Glossary of Terms on pages 8-10.

An inventory of the Vista subarea found that seven percent of parcels (24 parcels) were found to exhibit deteriorated or deteriorating conditions. Common issues with site deterioration within the Vista subarea included cracked or potholed driveways, parking lots, and parking areas, overgrown vegetation, absence of vegetation leading to issues with dust, mud, standing water and erosion, and unsightly storage of objects on site, such as scrap automobiles and scrap metal.

The Vista subarea also contains a 60-acre parcel that is currently used for agricultural purposes. Because this parcel is located within City of Boise limits and in an area that is otherwise completely urbanized, its current use for agricultural purposes is considered obsolete from a land use planning and economic standpoint.



*Overgrown vegetation and deteriorated asphalt on South Vista Avenue*



*Deterioration of driveway and overgrowth of vegetation on South Broxon Street*



*Irregularly parked cars on South Vista Avenue*

Specific issues related to insanitary or unsafe conditions at the site level were more limited, with 7 percent (24 parcels) observed to have this condition. These conditions include:

- 1) Overgrowth of weeds and other vegetation,
- 2) Storage of trash, refuse, broken mechanical equipment, or other unsightly materials on residential property and in the open, and
- 3) Unmarked and unguarded openings to drainage facilities, which can pose injury risk

These factors were observed to be distributed throughout the Vista subarea. These conditions also violate Section 8-08-01 Sanitary Regulations; Nuisances of the Boise Municipal Code.

Faulty lot layout was also a concern for specific parcels within the subarea, affecting 11 parcels, or 3 percent of surveyed parcels. The most commonly observed issues pertaining to this category include:

- 1) Parcels too small to support development without further site assembly, and
- 2) Parcels whose platting or configuration in relation to other parcels or the roadway network hinders their development or future redevelopment.

Representative photos of qualifying site conditions, as well as a map of locations where these conditions were observed, are found on this and the following pages.



*Canal opening along South Vista Avenue. Wire fence is an inadequate barrier to entry, creating an unsafe condition. The bottom picture shows a rusted protruding piece of rebar, which creates an injury risk.*



### Street Layout Factors

A review of street layout conditions takes into consideration the following factors:

- 1) The condition of the subarea's transportation infrastructure, including roadways, sidewalks, and railroad right-of-way,
- 2) Adequate facilities for safe pedestrian movement and circulation,
- 3) Missing or impeded connections due to barriers, inadequate provision of through streets,
- 4) Deterioration of the right-of-way,
- 5) Network connectivity, and
- 6) Issues pertaining to the safe transit of pedestrians and motorists.

The issues observed in the Vista subarea include the following:

- 1) A predominance of residential streets that extend east and west from Vista lack sidewalks, which forces pedestrians to enter the roadway and in potential conflict with automobiles. Of the 359 parcels in the subarea, 39 percent (141 parcels) lack sidewalk access.
- 2) Of those parcels adjacent to sidewalk infrastructure, in some cases, the sidewalk is deteriorated or uneven.
- 3) Sidewalks do not conform with current pedestrian safety recommendations. For example, the Federal Highway Administration recommends a minimum



*A pedestrian pushes a stroller in the street along South Vista Avenue due to the lack of pedestrian infrastructure while a car moves to pass on the left.*



*Lack of drainage infrastructure along South Broxon Street*

buffer width of five feet between the roadway and the sidewalk space for the safety of motorists and pedestrians.<sup>15</sup>

- 4) Lack of access management to commercial parcels, with wide turn-ins, numerous driveways, pull-in parking, and other features which increase the risk of injury to pedestrians and motorists.<sup>16</sup>

The map on page 69 shows parcels that lack sidewalks and deteriorated roadway segments. These conditions were meaningfully present and distributed throughout the Vista subarea.



*A lack of pedestrian infrastructure and unpaved driveway along West Nez Perce Street*



*Lack of pedestrian infrastructure along both sides of West Palouse Street*

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<sup>15</sup> Federal Highway Administration (2013) *Course on Bicycle and Pedestrian Transportation*

<sup>16</sup> Federal Highway Administration (2010) *Access Management in the Vicinity of Intersections*.



*Lack of pedestrian infrastructure along South Vista Avenue*



*Cracked and uneven sidewalks along West Ponderosa Road*



*View along South Broxon Street showing lack of pedestrian infrastructure and drainage along both sides of the street.*



*Lack of pedestrian infrastructure along both sides of West Kootenai Street, with evidence of pedestrian activity where the grass has been worn away.*



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## SUMMARY OF FINDINGS AND CONCLUSION

The following table summarizes the observations made by PGAV Planners during their inventory of the Vista subarea.

VISTA SUBAREA SUMMARY FINDINGS		
	Number of Parcels	Percent of Total
Total Parcels	359	
<b>Structural Factors</b>		
Deteriorated, Deteriorating or Dilapidated Structure	151	42%
Age or Obsolescence	103	29%
<b>Site Factors</b>		
Deteriorated or Deteriorating Site	150	42%
Insanitary or Unsafe Condition	24	7%
Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness	11	3%
<b>Street Layout Factors</b>		
Lacks Sidewalk Access	141	39%
Deteriorated Roadway Segments		43%
<b>Presence of at least one factor</b>	<b>285</b>	<b>79%</b>
<b>Presence of multiple factors</b>	<b>195</b>	<b>54%</b>

PGAV Planners finds sufficient reason to conclude that the combination of the aforescribed conditions and factors “substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition and use” as stipulated in Idaho Code Section 50-2018(9) and Idaho Code Section 50-2903(8)(b). As seen in the map on page 73, these factors are present throughout the Vista subarea.

In the case of the Vista subarea, the strongest arguments for its designation as eligible for urban renewal assistance are the following:

**Structural factors**

**1. *Site deterioration is widespread and predominate throughout the subarea.***

Of the subarea's 359 parcels, 42 percent (151 parcels) contain structures that are visibly deteriorated, deteriorating, or dilapidated. In general, visible signs of disinvestment indicate some degree of market failure, and constitute a social and economic liability for the City.

**2. *Economic underperformance within the subarea is higher than the city average.***

Ten percent of the subarea's parcels had a land value that exceeded the parcel's improvement value in 2018, compared to eight percent throughout the City. An additional six percent of parcels had an improvement value of zero, indicating parcel vacancy or lack of improvement value. Economic underperformance constitutes an economic liability for the City.

**Structural and site factors**

**3. *There are inconsistencies between current land use and stated planning goals for the subarea.***

A comparison of current land use and future land use as recorded in *Blueprint Boise* found that 15 percent of the subarea's parcels were incompatible with the City's stated planning goals. Therefore, these uses would be considered obsolete and impair the sound growth of the municipality.

In particular, the 60-acre agricultural parcel at the subarea's southern extent accounts for 26 percent of its land area. In its current use and configuration as a large, undivided agricultural parcel within the City of Boise and otherwise surrounded by urbanized areas, it is considered incompatible and obsolete with regards to land use planning. Because of its large size and location, the continued use of the parcel for agriculture impairs or arrests the sound growth of the municipality.

### **Site factors**

#### **4. *Site deterioration is widespread and predominate throughout the Vista subarea.***

Of the subarea's 359 parcels, 42 percent (150 parcels) exhibit deteriorated or deteriorating site conditions. In general, visible signs of disinvestment indicate some degree of market failure, and, in the absence of effective interventions, can lead to further disinvestment, thus constituting a social and economic liability for the city.

### **Defective and inadequate street layout factors**

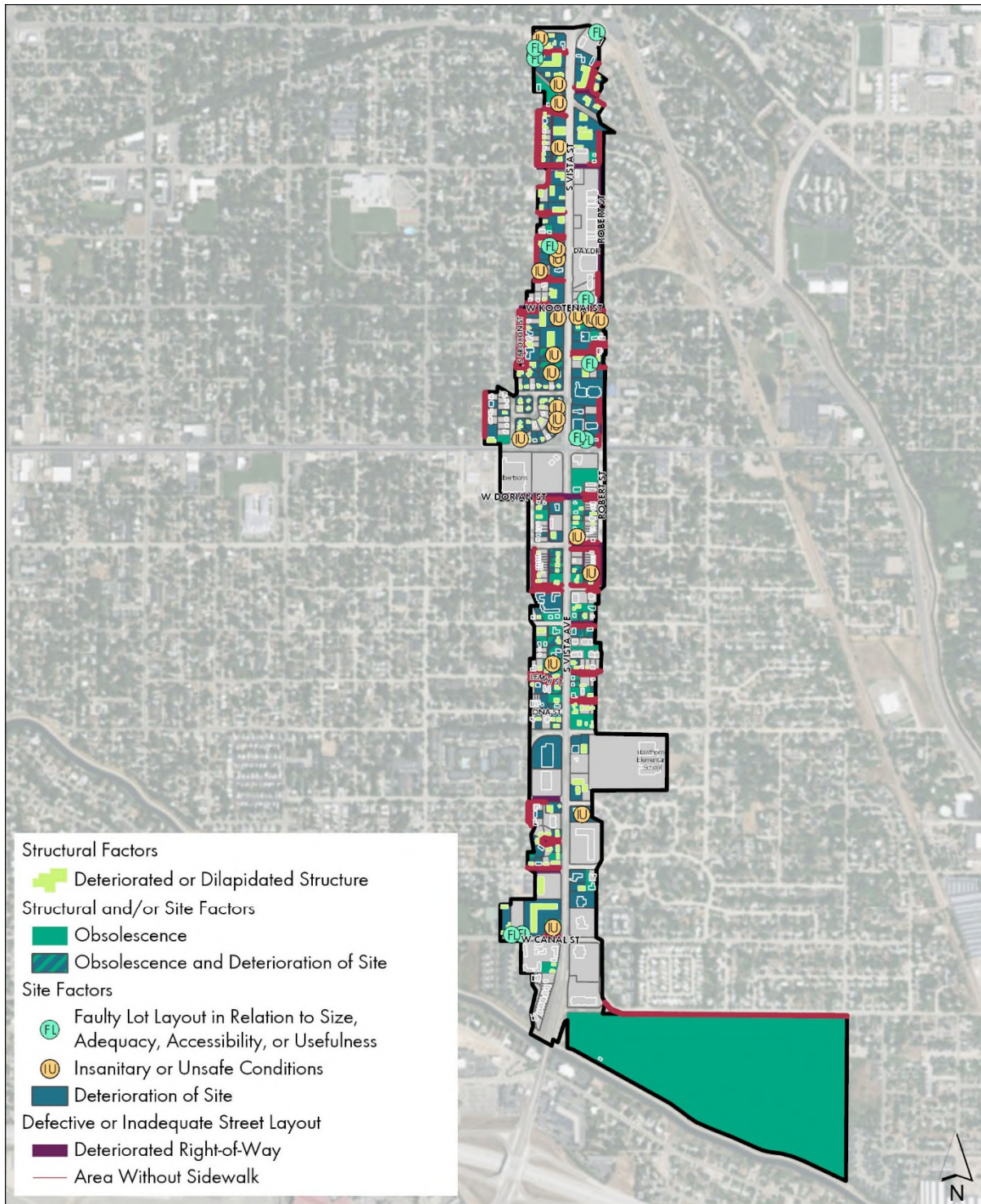
#### **5. *The inadequate provision of pedestrian accommodations in the Vista subarea is both a social liability and a threat to public health and safety.***

The lack of pedestrian connectivity throughout the subarea creates a situation in which walking is inconvenient and unsafe, and leads to an increased risk of injury for subarea residents and visitors. It is also a social equity concern, given that low-income populations are more likely to rely on walking as a form of transportation.<sup>17</sup> Income data from ESRI showed that the Study Area's 2018 median household income (\$48,300) was lower than that for the City of Boise (\$55,100). Additionally, providing safe facilities for walking or bicycling to school is one of the Boise School District's priorities.<sup>18</sup>

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<sup>17</sup> Murakami, E. and Young, J. (1997) Daily Travel by Persons with Low Income.

<sup>18</sup> Boise School District. (n.d.) *Safe Routes to School*.



**VISTA SUBAREA EXISTING CONDITIONS**  
Central Bench Study Area  
City of Boise, Idaho

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## LATAH SUBAREA

### EXISTING CONDITIONS

The Latah subarea is generally bounded by South Americana Boulevard to the north, West Custer Drive to the south, South Roosevelt Street to the west, and West Peg Lane to the east. It is the smallest of the subareas, at 139 acres. It also had the greatest proportion of acreage contained within right-of-way, with 26 percent of land area (36 acres) in right-of-way and 74 percent (104 acres) contained within parcels. The Latah subarea is fully contained within the Depot Bench neighborhood.

Like the Vista subarea, the Latah subarea is generally linear, following Latah Street from South Americana Boulevard in the north to West Custer Drive in the south, a distance of 1.5 miles. Like the Overland and Vista subareas, the Latah subarea is oriented around a central thoroughfare. Of the four subareas, the Latah subarea is the most residential in character. Of the total land area within the Latah subarea, single-family housing makes up 30 percent of the total, with an additional 12 percent of the subarea made up of apartments, townhomes, and condos. Throughout the subarea, residential development generally dates from 1941 to 1961, and the average year of residential construction is 1957.

Institutional uses also make up a large proportion of this subarea, with 20 percent of the total acreage housing institutions such as churches and schools, including Sacred Heart, Monroe Elementary, and Jefferson Elementary.

There are fewer commercial establishments within this subarea compared to the others, with only nine percent of total acreage housing commercial usages. Businesses are generally small, independent, service-focused businesses such as daycares, medical offices, law offices, and car repair.

LATAH SUBAREA LAND USE		
	Acres	Percent of Total
Single-Family Housing	42	30%
Multi-Family Housing	17	12%
Mixed Use	0	0%
Commercial	12	9%
Industrial	0	0%
Institutional/Public	27	20%
Park, Open Space, or Common Ground	1	1%
Parking	1	1%
Utilities	0	0%
Vacant	2	2%
Other	0	0%
Total Acreage in Parcels	104	74%
Total Right-of-Way Acreage	35	26%
<b>Total Subarea Acreage</b>	<b>139</b>	<b>100%</b>



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\*\*Reflects average construction year of all buildings on parcel

## ANALYSIS OF DETERIORATED AND DETERIORATING AREA FACTORS

### *Structural Factors*

The analysis of structural factors within the Latah subarea considered two principal criteria:

- 1) The presence of signs of deterioration and/or dilapidation, and
- 2) Obsolescence.

The assessment for each of these factors followed the definitions found in Methodology and Glossary of Terms on pages 8-10.

An inventory of the Latah subarea found that 7 percent of parcels (21 parcels) housed at least one building exhibiting visible signs of **deterioration and/or dilapidation**. Issues observed by PGAV Planners during the inventory include:

- 1) Damage to housing and commercial structures resulting from deferred maintenance,
- 2) Deteriorated and dilapidated exterior walls and roofs,
- 3) Broken gutters and downspouts,
- 4) Signs of water damage,
- 5) Broken windows,
- 6) Deteriorated roofing, soffit, and fascia materials, and
- 7) Broken or deteriorated doors.

These observed conditions were found to be distributed throughout the Latah subarea.



*Frame multi-family building on West Pershing constructed in 1941 showing evidence of deterioration and not in conformance with current fire code, posing a safety risk to residents.*

Structural and site **obsolescence** are present throughout the Latah subarea. Particular concerns regarding obsolescence in the subarea include:

- 1) Visible signs of aging and lack of upkeep on structures through the subarea,
- 2) Vacant commercial parcels along Latah Street, indicating a mismatch between market demand and supply
- 3) Wood frame multi-family apartment buildings from the mid-20<sup>th</sup> century that lack sprinklers, which is outdated with regard to current fire code and poses a safety hazard to residents
- 4) Multi-family buildings and commercial facilities built prior to 1990 that lack facilities for disabled tenants and customers

These observed conditions were found to be meaningfully present and distributed throughout the Latah subarea, as shown on the map and photos on the following pages.



*Commercial building on South Latah Street dating from 1967 that shows signs of deterioration, obsolescence, and lack of economic productivity due to high vacancy and inefficient use of the site.*



*Vacant car wash on South Latah Street shows signs of deterioration and weathering.*



*Apartments on West Glenn Street are located at the end of a dead-end street that is inadequate for emergency vehicle access*



*Apartments on West Alpine Street have several obsolete building features including through-wall air conditioning units and a lack of sprinklers*



*Deteriorated trailer building behind West Alpine Street*



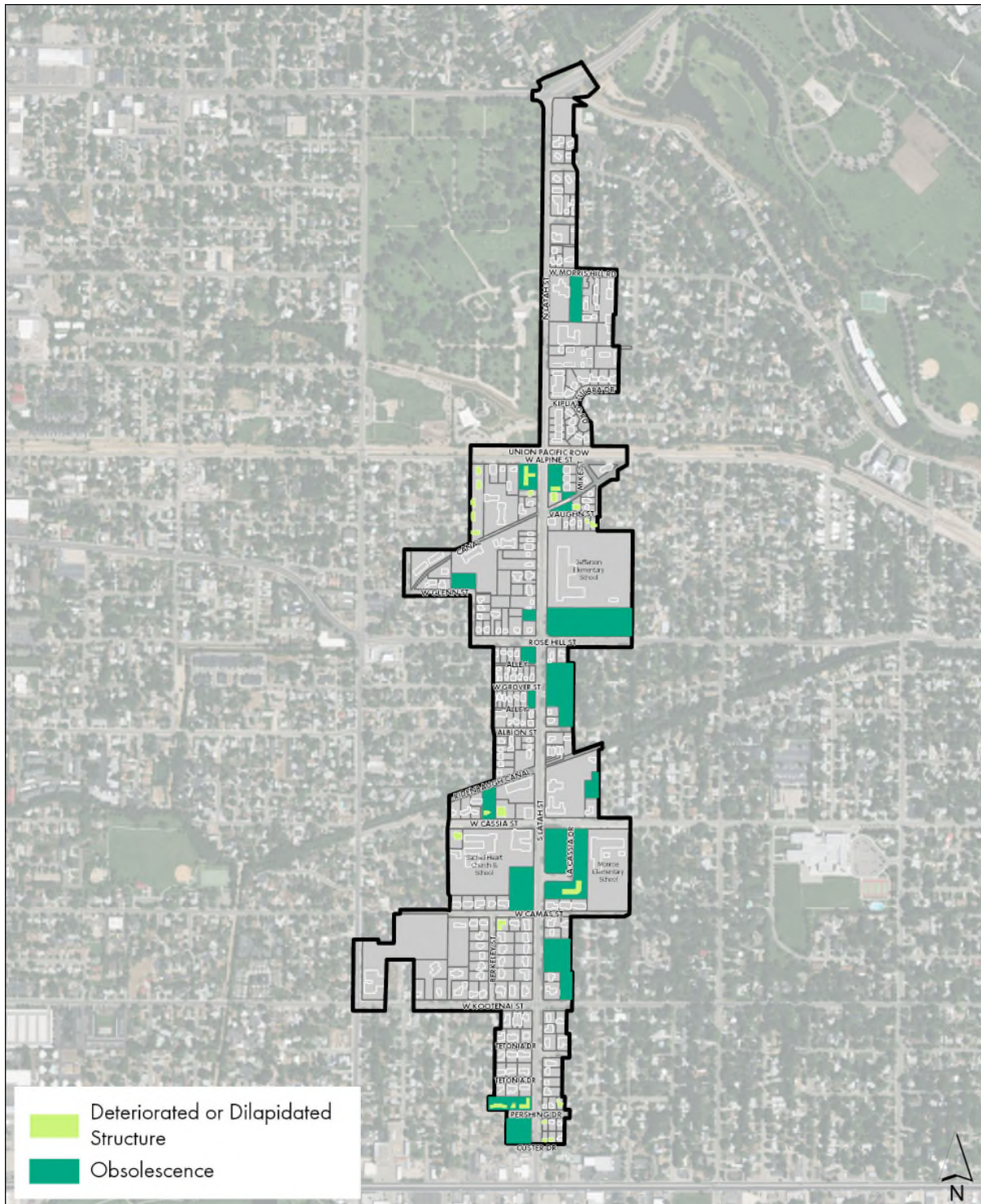
*1940s frame apartment building on West Pershing. Apartment buildings are now required to have fire sprinklers, so older apartments like this building would be considered obsolete.*



*This small frame house built in 1945 is showing signs of deterioration. The 3600 and 3700 blocks of Vaughn, including this parcel, lack sidewalks.*



*Deteriorated single family home on South Latah Street with missing shingles.*



**LATAH SUBAREA STRUCTURAL CONDITIONS**  
Central Bench Study Area  
City of Boise, Idaho

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### Site Factors

The analysis of site factors within the Latah subarea considered three principal factors:

- 1) Deterioration
- 2) Insanitary or unsafe conditions, and
- 3) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

The assessment for each of these factors followed the definitions found in Methodology and Glossary of Terms on pages 8-10.

An inventory of the Latah subarea found that 10 percent of parcels (30 parcels) were found to exhibit deteriorated or deteriorating structural conditions. Common issues with site deterioration within the Latah subarea include:

- 1) Cracked or potholed driveways, parking lots, and parking areas
- 2) Overgrown vegetation
- 3) Absence of vegetation leading to issues with dust, mud, standing water and erosion

Insanitary and unsafe site conditions were also observed in the subarea, including

- 1) Inadequate disposal of refuse, including furniture and mattresses, which can house vermin and mold, and contribute to a sense of neglect
- 2) Improperly contained food residue, which can attract vermin
- 3) Unmarked and unguarded drainage openings, which can pose injury risk



*Vacant car wash building on South Latah Street shows evidence of illegal dumping and uncovered and unsafe drainage troughs filled with green and oily liquid.*

Faulty lot layout was also a concern for specific parcels within the subarea, affecting 24 parcels, or 8 percent of surveyed parcels. The most commonly observed issues pertaining to this category include:

- 1) Parcels too small to support development, and
- 2) Parcels whose platting or configuration in relation to other parcels or the roadway network hinders their development or future redevelopment.

Representative photos of qualifying site conditions, as well as a map of locations where these conditions were observed, are found on this and the following pages.



*Drainage infrastructure adjacent to North Latah Street does not adequately prevent falls, injury, or entry.*



*Buckling driveway along South Berkeley Street*



*Deteriorated and missing pavement in the parking lot of the commercial building along North Latah Street.*



*Uncovered dumpster behind 3905 West Alpine Street and food on ground, which can attract vermin.*



*North Atlantic Street*



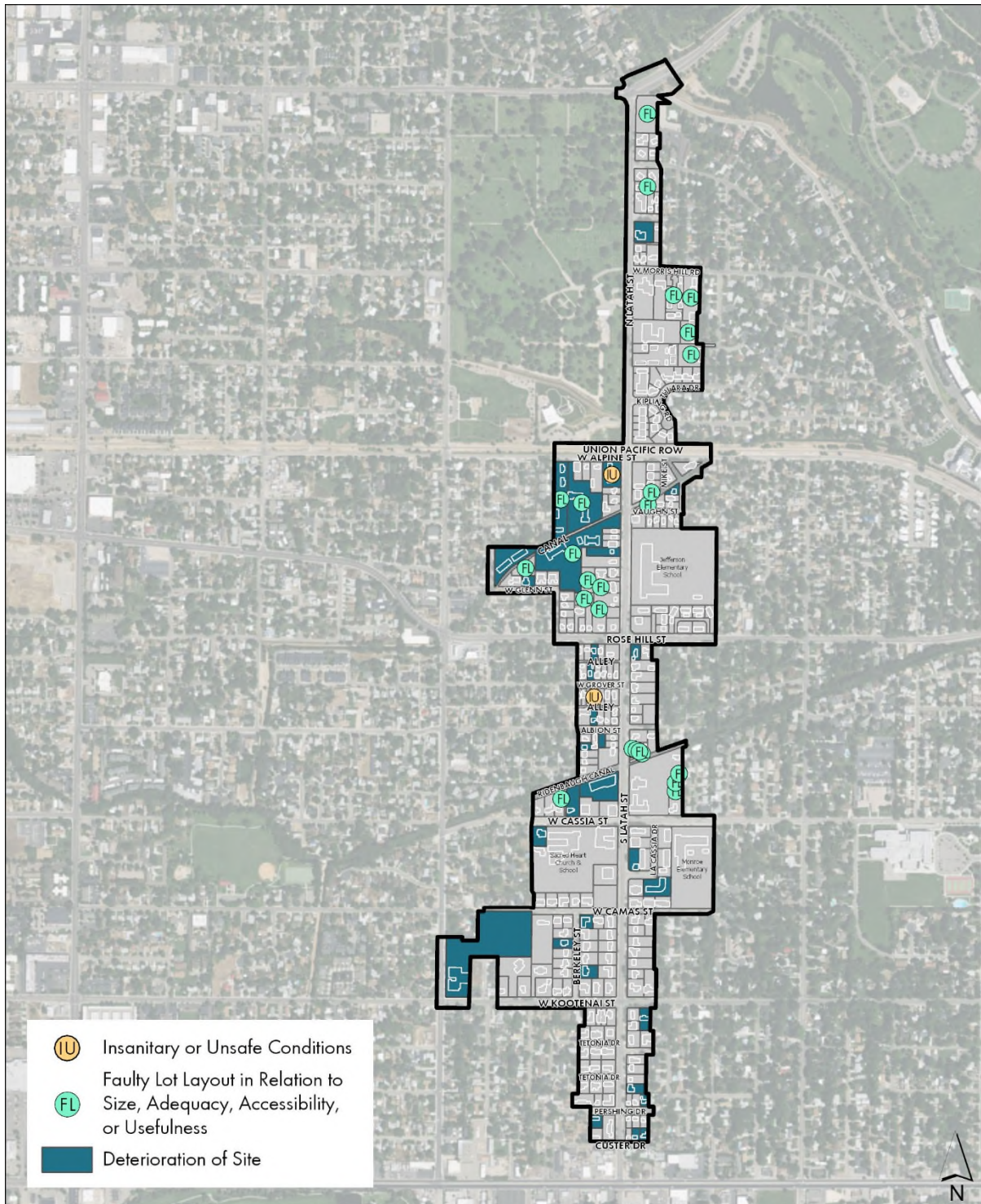
*Rusting corrugated metal shed and multiple vehicle storage at rear of residential property along West Alpine Street*



*Deteriorated parking lot of mostly-vacant commercial building on South Latah*



*Deterioration of asphalt in parking lot along West Rose Hill Street.*



**LATAH SUBAREA SITE CONDITIONS**  
Central Bench Study Area  
City of Boise, Idaho

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### Street Layout Factors

A review of street layout conditions takes into consideration the following factors:

- 1) The condition of the subarea's transportation infrastructure, including roadways, sidewalks, and railroad right-of-way,
- 2) Adequate facilities for safe pedestrian movement and circulation,
- 3) Missing or impeded connections due to barriers, inadequate provision of through streets,
- 4) Deterioration of the right-of-way,
- 5) Network connectivity, and
- 6) Issues pertaining to the safe transit of pedestrians and motorists.

The issues observed in the Latah subarea include the following:

- 1) A predominance of residential streets that extend east and west from Latah Street lack any sidewalks, which forces pedestrians to walk in the roadway with traffic or can prevent them from walking altogether. Of the 292 parcels in the subarea, over 47 percent (138 parcels) lack sidewalk access.
- 2) Sidewalks do not conform with current pedestrian safety recommendations. For example, the Federal Highway Administration recommends a minimum buffer width of five feet between the roadway and the sidewalk space for the



*Deteriorated sidewalk, curb, and right-of-way along West Rose Hill street looking north.*



*Unpaved dirt alley between Rose Hill Street and West Grover Street west of South Latah Street showing deterioration from wet and icy weather.*

safety of motorists and pedestrians.<sup>19</sup> In most cases, sidewalks are directly adjacent to the roadway, including along Latah Street, an active thoroughfare.

- 3) Lack of access management to commercial parcels, with wide turn-ins, numerous driveways, pull-in parking, and other features which increase the risk of injury to pedestrians and motorists.<sup>20</sup>

These issues are of particular concern for disabled travelers and older adults.

The map and photos on the following pages show parcels that lack sidewalks and deteriorated roadway segments. These conditions were meaningfully present and distributed throughout the Latah subarea.



*Sidewalk ending abruptly on South Berkeley Street. Lack of sidewalks on secondary streets are a pedestrian safety concern throughout the Latah subarea.*



*Driveway on South Latah Street providing access to interior parcels that have no formal access to the roadway network.*



*Lack of sidewalks on South Latah Street*

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<sup>19</sup> Federal Highway Administration (2013) *Course on Bicycle and Pedestrian Transportation*

<sup>20</sup> Federal Highway Administration (2010) *Access Management in the Vicinity of Intersections*.



*Parking lot on La Cassia Drive, a small commercial building dating from 1963, showing lack of pedestrian infrastructure, deteriorated roadway conditions, and poorly-designed site access.*



*Multi-family housing on South Stapleton Lane. Showing lack of through access (fence at rear of parcel), which is a concern in the subarea. Emergency vehicle access is hindered because of limited entry points and inability to turn around. Site deterioration is also visible in the foreground.*



*Deterioration of right-of-way on West Alpine Street west of Latah Street*



*South Latah Street. This photo shows access to and parking for an eight-bedroom single-family home outside of the photo to the right. The wide driveways and pull-in/pull-out parking configuration creates a hazard to pedestrians and bicyclists and the lack of permeable surface increases the burden on stormwater infrastructure.*



## SUMMARY OF FINDINGS AND CONCLUSION

The following table summarizes the observations made by PGAV Planners during their inventory of the Latah subarea.

LATAH SUBAREA SUMMARY FINDINGS		
	Number of Parcels	Percent of Total
Total Parcels	292	
<b>Structural Factors</b>		
Deteriorated, Deteriorating or Dilapidated Structure	21	7%
Age or Obsolescence	61	21%
<b>Site Factors</b>		
Deteriorated or Deteriorating Site	30	10%
Insanitary or Unsafe Condition	2	1%
Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness	24	8%
<b>Street Layout Factors</b>		
Lacks Sidewalk Access	138	47%
Deteriorated Roadway Segments		7%
<b>Presence of at least one factor</b>	<b>206</b>	<b>71%</b>
<b>Presence of multiple factors</b>	<b>57</b>	<b>20%</b>

PGAV Planners finds sufficient reason to conclude that the combination of the aforescribed conditions and factors “substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition and use” as stipulated in Idaho Code Section 50-2018(9) and Idaho Code Section 50-2903(8)(b). As seen in the map on page 92, these factors are present throughout the Latah subarea.

In the case of the Latah subarea, the strongest arguments for its designation as eligible for urban renewal assistance are the following:

**Structural factors**

**1. *Structural, functional, and economic obsolescence are found throughout the subarea.***

Of the subarea's 292 parcels, 21 percent (61 parcels) are categorized as structurally, functionally, or economically obsolete. Code compliance, particularly ADA compliance, is an issue for commercial and multi-family buildings built before 1990, which constitutes a social liability.

**Structural and site factors**

**2. *There are inconsistencies between current land use and stated planning goals for the subarea.***

A comparison of current land use and future land use as recorded in *Blueprint Boise* found that 16 percent of the subarea's parcels were incompatible with the City's stated planning goals. Therefore, these uses would be considered obsolete and impair the sound growth of the municipality.

**Defective and inadequate street layout factors**

**3. *The inadequate provision of pedestrian accommodations in the Latah subarea is both a social liability and a threat to public health and safety.***

The lack of pedestrian connectivity throughout the subarea creates a situation in which walking is inconvenient and unsafe, and leads to an increased risk of injury for subarea residents and visitors. It is also a social equity concern, given that low-income populations are more likely to rely on walking as a form of transportation.<sup>21</sup> Income data from ESRI showed that the Study Area's 2018 median household income (\$42,700) was lower than that for the City of Boise (\$55,100). Additionally, providing safe facilities for walking or bicycling to school is one of the Boise School District's priorities.<sup>22</sup>

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<sup>21</sup> Murakami, E. and Young, J. (1997) Daily Travel by Persons with Low Income.

<sup>22</sup> Boise School District. (n.d.) *Safe Routes to School*.







## AGENDA BILL

<b>Agenda Subject:</b> Resolution 1596 approving Disposition Agreement for 429 S. 10 <sup>th</sup> Street with Boise City	<b>Date:</b> April 8, 2019
<b>Staff Contacts:</b> John Brunelle, Executive Director Laura Williams, Project Manager Ryan Armbruster, Agency Legal Counsel	<b>Attachments:</b> 1. Resolution No. 1596 2. Disposition Agreement
<b>Action Requested:</b> Adopt Resolution 1596 approving the Disposition Agreement for 429 S 10 <sup>th</sup> Street with Boise City	

### Background:

At the February Board Meeting, the CCDC Board approved the Option Agreement for 429 S. 10<sup>th</sup> Street with Boise City. On February 19, CCDC received a letter from Mayor Bieter, notifying the Agency that the City was ready to move forward in exercising its option to purchase the property. CCDC has been working closely with the City to finalize a Disposition Agreement for the parcel.

The City owns an adjacent parcel (.32 acres) in the same block as the CCDC parcel (.08 acres), and the development potential of both will be maximized in a collaborative effort. The City has determined the best utilization of properties is to exchange the land for property of equal value at an alternate location at Franklin and Orchard. The City intends to develop the alternate site into a mixed-use development with a housing component. The alternate site is located within the Bench Study Area, which has an eligibility report on the CCDC Board Agenda for approval at the April 8<sup>th</sup> meeting and will be transmitted to City Council subsequently. 429 S. 10<sup>th</sup> Street will not have a development requirement, instead that requirement will be included for the alternate property.

### Details of Disposition Agreement:

- City will provide \$58,000 of consideration, which will repay the River Myrtle District for the original cost of purchasing the property in 2001
- CCDC will convey after:
  - City provides evidence that it has a binding Purchase and Sale Agreement for new "City Property"
  - City provides a binding land exchange agreement, resulting in ownership of the new Property by City
  - City has provided funds to CCDC
- Redevelopment of new site into a mixed use development with a housing component must begin by December 31, 2024

**Fiscal Notes:**

Agency will require consideration for the disposition of the site in the amount of \$58,000 to repay the River Myrtle District for acquisition costs for the parcel. CCDC and City will split escrow fees, and CCDC will pay for standard Title Insurance.

The City of Boise would fund any necessary due diligence on the property (appraisal, environmental, etc.), and the Agency would provide necessary permissions for access to the property. Agency has been storing certain materials, which will need to be removed and relocated.

**Staff Recommendation:**

That the Board finds it in the best interest of the public and of the Agency to convey 429 S. 10<sup>th</sup> Street to the City of Boise for the purposes described.

**Suggested Motion:**

I move to adopt Resolution 1596 approving the Disposition Agreement for 429 S. 10<sup>th</sup> Street with Boise City.

## **RESOLUTION NO. 1596**

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION, APPROVING A REAL ESTATE DISPOSITION AGREEMENT BETWEEN THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO AND THE CITY OF BOISE CITY; AND AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID AGREEMENT; AUTHORIZING THE EXECUTIVE DIRECTOR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE AGREEMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE OF THIS RESOLUTION.

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

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

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

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

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

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the First Amendment to the First Amended and Restated Urban Renewal Plan, River Street-

Myrtle Street, Urban Renewal Project and Renamed River Myrtle – Old Boise Urban Renewal Project (the “First Amendment to the River Myrtle-Old Boise Plan”);

WHEREAS, following the public hearing, the City Council 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;

WHEREAS, CCDC owns that certain real property located in Ada County, Idaho, together with all improvements thereon and all rights and appurtenances pertaining thereto, which is legally described as Lot 30, Block 2 of A.O. Millers Addition to Boise City, located at 429 South 10th Street, Boise, Idaho (collectively, the “Site”) and described on Exhibit A attached hereto;

WHEREAS, the City owns an adjacent parcel at 11th and Miller, Boise, Idaho;

WHEREAS, as allowed by Idaho Code § 50-2015(f), the City may acquire land from CCDC in accordance with the First Amendment to the River Myrtle-Old Boise Plan with or without consideration, provided the City commits to use the property for the purpose designated in the First Amendment to the River Myrtle-Old Boise Plan, commence the redevelopment of the property within a period of time which CCDC determines as reasonable and comply with other conditions CCDC may deem necessary to carry out the purposes under the Act;

Whereas, Agency purchased the Site in 2001 for an amount of \$58,000 and previously owned an adjacent parcel which was exchanged with the City for other property within the River-Myrtle Urban Renewal Project Area;

Whereas, Agency and City entered into that certain Real Estate Option Agreement effective February 12, 2019, wherein Agency granted an Option to the City to purchase the Site;

Whereas, City provided Agency written notice exercising the Option, which under the Option Agreement provides for the Agency and City to negotiate the terms of this Agreement.

WHEREAS, CCDC legal counsel with cooperation from CCDC staff has prepared a Real Estate Disposition Agreement (the “Agreement”), between CCDC and the City, a copy of which is attached hereto as Exhibit A and incorporated herein as if set out in full;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Agreement and to authorize the Chair, Vice-Chair, or Executive Director to execute and attest the Agreement, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

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

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

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

Section 3. That the Chair, Vice-Chair, or Executive Director of the Agency is hereby authorized to sign and enter into the Agreement and, further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the Agreement subject to representations by the Agency staff and Agency legal counsel that all conditions precedent to and any necessary technical changes to the Agreement or other documents are acceptable upon advice from the Agency's legal counsel and that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the April 8, 2019, Agency Board meeting.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on April 8, 2019. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on April 8, 2019.

APPROVED:

By \_\_\_\_\_  
Dana Zuckerman, Chair

ATTEST:

By \_\_\_\_\_  
Ryan Woodings, Vice Chair

4834-8088-6409, v. 1

**REAL ESTATE DISPOSITION AGREEMENT**  
**CAPITAL CITY DEVELOPMENT CORPORATION**  
**and**  
**CITY OF BOISE CITY**

\_\_\_\_\_, 2019

**429 South 10th Street Urban Renewal Project**

## **LIST OF ATTACHMENTS**

Attachment 1	Site Map of 429 South 10th Street
Attachment 2	Legal Description of the Site (“Legal Description”)
Attachment 3	Schedule of Performance
Attachment 4	Form of Deed

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## **REAL ESTATE DISPOSITION AGREEMENT**

THIS REAL ESTATE DISPOSITION AGREEMENT ("Agreement") is entered by and between Capital City Development Corporation, an urban renewal agency and a public body, corporate and politic, of the state of Idaho ("CCDC"), as authorized under the Idaho Urban Renewal Law, Chapter 20, Title 50, Idaho Code and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, collectively referred to as the Law, and the city of Boise City, a municipality organized under Title 50, Idaho Code ("the City"). CCDC and the City may each individually be referred to hereinafter as a "Party" or collectively as the "Parties," as appropriate under the circumstances.

### **RECITALS**

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

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

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

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

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

WHEREAS, following the public hearing, the City Council 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;

WHEREAS, CCDC owns that certain real property located in Ada County, Idaho, together with all improvements thereon and all rights and appurtenances pertaining thereto, which is legally described as Lot 30, Block 2 of A.O. Millers Addition to Boise City, located at 429 South 10th Street, Boise, Idaho (collectively, the "Site") and described on Exhibit A attached hereto;

WHEREAS, the City owns an adjacent parcel at 11th and Miller, Boise, Idaho;

WHEREAS, as allowed by Idaho Code § 50-2015(f), the City may acquire land from CCDC in accordance with the First Amendment to the River Myrtle-Old Boise Plan with or without consideration, provided the City commits to use the property for the purpose designated in the First Amendment to the River Myrtle-Old Boise Plan, commence the redevelopment of the property within a period of time which CCDC determines as reasonable and comply with other conditions CCDC may deem necessary to carry out the purposes under the Act;

WHEREAS, Agency purchased the Site in 2001 for an amount of \$58,000 and previously owned an adjacent parcel which was exchanged with the City for other property within the River-Myrtle Urban Renewal Project Area;

WHEREAS, Agency and City entered into that certain Real Estate Option Agreement effective February 12, 2019, wherein Agency granted an Option to the City to purchase the Site;

WHEREAS, City provided Agency written notice exercising the Option, which under the Option Agreement provides for the Agency and City to negotiate the terms of this Agreement.

## **AGREEMENT**

Now therefore, in consideration of the provisions contained herein and the recitals set forth above, which are a material part of this Agreement, the Parties agrees as follows:

### **1. DEFINITIONS**

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

**“Agency Closing Conditions”** has the meaning ascribed to it in Section 5.3.1.

**“Agreement”** has the meaning ascribed to it in the first paragraph of this document.

**“Certificate of Compliance”** means the Certificate of Compliance for the Project, as ascribed to it in Section 9.

**“City”** means the City of Boise, Idaho.

**“City Closing Conditions”** has the meaning ascribed to it in Section 5.3.2.

**“City Property”** has the meaning ascribed to it in Section 2.6.

**“Close” and “Closing”** refer to that point in time when a deed held in Escrow is recorded in the office of the Recorder of the county in which the subject property is located and funds due to Agency upon delivery of the such deed are available for distribution from the Escrow to Agency,

notwithstanding that such funds may not actually be distributed due to wire transfer deadlines or similar circumstances.

**“Closing Date”** means the date of the Closing.

**“Deed”** means the Quitclaim Deed.

**“Effective Date”** has the meaning ascribed to it in Section 13.8.

**“Escrow”** means the escrow set up by the Parties with the Escrow Agent with respect to the acquisition of the Site.

**“Escrow Agent”** has the meaning ascribed to it in Section 5.2.

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

**“Party”** has the meaning ascribed to it in the first paragraph of this document.

**“Parties”** has the meaning ascribed to it in the first paragraph of this document.

**“Permitted Title Exceptions”** has the meaning ascribed to it in Section 5.3.2.

**“Plan Area”** means the area under the jurisdictional scope of the Redevelopment Plan.

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

**“Project Area”** means the Project Area identified in the Redevelopment Plan.

**“Purchase Price”** has the meaning ascribed to it in Section 5.1.

**“Redevelopment Plan”** means the River Myrtle Renewal Plan as recommended by Agency and approved by City on December 6, 1994, and as amended on November 30, 2004, and further amended on July 24, 2018.

**“Schedule of Performance”** means the schedule attached to this Agreement as Attachment 3.

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

**“Quitclaim Deed”** means a deed in the substance and form of the draft deed attached hereto as Attachment 4.

**“Supplemental Title Objections”** has the meaning ascribed to it in Section 3.2.

**“Title Company”** means TitleOne Corporation, having an address of 1101 W. River Street, Suite 201, Boise, Idaho 83702.

**“Title Policy”** has the meaning ascribed to it in Section 5.3.2.

**“Title Report”** has the meaning ascribed to it in Section 3.2.

**“Urban Renewal Law”** has the meaning ascribed to it in Section 2.5.1.

## **2. SUBJECT OF AGREEMENT**

### **2.1. Purpose of This Agreement**

The purpose of this Agreement is to effectuate the Redevelopment Plan by memorializing the disposition of Agency owned property to City to facilitate the Project.

### **2.2. The Redevelopment Plan**

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

### **2.3. The Project Area**

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

### **2.4. The Site**

The Site contemplated for disposition is located along 10th and Miller Street, which address is 429 South 10th Street, Boise, Idaho, as is more particularly described in **Attachment 2**. The Site is approximately .08 acres and is currently owned by CCDC.

## **2.5. Parties to This Agreement**

### **2.5.1. Agency**

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

### **2.5.2. City**

City is a municipal corporation organized under Title 50, Idaho Code, and is located at 150 N. Capitol Boulevard, Boise, Idaho 83702.

### **2.5.3. Reserved**

## **2.6. The Project**

City has determined to develop an alternate building site (the “Project”) located generally at Franklin and Orchard Street, within an area deemed eligible by the Agency for an urban renewal project instead of redeveloping this Site.

As such, the Project must be located on property owned by the City and intended for the Project (“City Property”). Construction of the Project on City Property shall be commenced no later than December 31, 2024, the termination date of the Redevelopment Plan. Commencement of construction shall be defined as the issuance of a building permit by the City for shell and core for the Project.

The Project shall have, upon completion, a housing component consisting of a mixed use development, which would include a variety of housing components to achieve the housing objectives of the City and as may be articulated within the Agency’s urban renewal plans. Agency agrees to consider future revisions of the types of uses which will be developed on the City Property and the time line for such development.

## **2.7. Disposition Does Not Contemplate Land Speculation**

Subject to the City’s ability to obtain suitable property to carry out the Project on terms that are commercially reasonable and in the public interest, City represents and warrants that its undertakings pursuant to this Agreement are and will be used for the purpose of the development of the Project and not for speculation in landholding except as to the extent authorized in this Agreement.

## **2.8. Selection of City**

City further recognizes that in view of:

- (1) the importance of the Project to the general welfare of the community; and
- (2) the authority of the Agency to dispose of the Site to the City without appraisal, public notice advertisement, or public bidding, so long as the City shall use the property for purposes designated in this Agreement and comply with other conditions which the Agency deems necessary to carry out the purpose of the Law.

The Site may be transferred to a third party without limitations or restrictions. Any transferee of the Site shall use the Site as allowed under any applicable land use policies of the City and provisions of the River-Myrtle Urban Renewal Plan.

No voluntary or involuntary successor in interest of City shall acquire any rights or powers under this Agreement except as expressly set forth herein. Except as provided herein, City shall not assign all or any part of this Agreement.

## **3. RIGHT OF ENTRY/REVIEW OF TITLE**

### **3.1 Right of Entry; City's Investigations**

Subject to the conditions set forth herein, including the insurance and indemnity provisions set forth in Section 8, City and its agents, contractors, consultants, and employees are hereby given permission to access the Site at all reasonable times until the Closing (or earlier termination of this Agreement), during normal business hours, for the purpose of conducting tests and inspections of the Site, including surveys and architectural, engineering, geotechnical and environmental inspections and tests; provided, however, any intrusive or invasive investigations (e.g., core sampling, and including, without limitation, any environmental testing other than a Phase I or Phase II Environmental Site Assessment or update to any prior environmental assessments) shall be subject to Agency's prior written consent, which consent shall not be unreasonably withheld.

City shall provide to Agency, promptly upon completion and at no cost or expense to Agency, a list of all reports, studies and test results prepared by City's consultants and copies of any of the above-listed materials Agency might request. All of the foregoing inspections shall be performed by City at City's sole cost and expense.

Agency makes no assertion regarding whether the Site is or will be in a floodplain, as determined by the Federal Emergency Management Agency ("FEMA"). The Agency hereby discloses to City that Agency currently does not carry flood insurance on the property and will at no point be responsible for providing flood insurance to the benefit of the City.

As a condition to any such entry, inspection or testing, City shall (a) notify Agency in advance of the date and purpose of the intended entry and provide to Agency the names and/or affiliations of the persons entering the Site; (b) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Site; (c) comply with all applicable laws and governmental regulations; (d) keep the Site free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed by or on behalf of City; (e) maintain or assure maintenance of workers' compensation insurance on all persons entering the Site in the amounts required by the State of Idaho; and (f) promptly repair any and all damage to the Site caused by City, its agents, employees, contractors, or consultants and return the Site to its original condition following City's entry.

City shall indemnify, defend, and hold harmless Agency, and its officers, officials, representatives, members, employees, volunteers and agents from and against any and all loss, cost, liability or expense (including reasonable attorneys' fees) arising from the entries of City, its agents, contractors, consultants, and employees upon the Site or from City's failure to comply with the conditions to City's entry onto the Site provided for herein, except to the extent such loss, cost, liability or expense is caused by the negligence of Agency or its employees or agents; provided, however, the indemnity shall not extend to protect Agency from any pre-existing liabilities for matters merely discovered by City (e.g., latent environmental contamination). Such indemnity shall survive the Close of Escrow or the termination of this Agreement for any reason.

### **3.2 Title Insurance**

Within ten (10) days after the Execution Date, Agency shall cause to be delivered to City a current commitment for title insurance covering the Site issued by TitleOne Corporation ("Title Company"), for a standard coverage ALTA Owner's Policy of Title Insurance in the amount of \$192,000 ("Commitment"), together with a copy of each document listed (i) as an encumbrance upon the title to the Site or (ii) as an exception to coverage in the Commitment. City shall examine the Commitment and shall make any objections thereto in writing to Agency ("Notice of Objection") no later than the expiration of the Due Diligence Period. The Due Diligence Period shall begin upon the execution of this Agreement by the City and expire sixty (60) days thereafter. In the event there exists any such encumbrance or exception in the Commitment or the ALTA Survey to which City objects, Agency shall have ten (10) days after its receipt of the Notice of Objection to elect (in Agency's sole discretion) to cure and remove or insure over the objectionable encumbrance or exception.

Agency shall cure any objection to a financial encumbrance or exception at Closing, it being agreed that such financial encumbrances or exceptions shall be satisfied at Closing. In the event Agency elects not to cure and remove or to insure over the objectionable non-financial encumbrance or exception within said ten (10) day period or in the event Agency does elect to cure and remove the objectionable encumbrance or exception but is unable to cure and remove said objectionable encumbrance or exception or, alternatively, to obtain a commitment from the Title Company ten (10) days prior to the expiration of the Due Diligence Period or any extensions thereof, that the Title Company will insure over the same, then (a) this Agreement, at the option

of City and upon written notice from City to Agency, may be terminated, or (b) City may elect to proceed with this transaction and purchase the Site, subject to the encumbrances or exceptions that Agency has not committed to remove or insure over.

In the event Agency elects to cure and remove the objectionable encumbrance(s) or exception(s), Agency agrees to use its best efforts to remove any objectionable encumbrance or exception. It is understood and agreed that if this Agreement is terminated by City because of Agency's failure to cure or remove any objectionable title exception as provided in this Agreement, Agency shall be responsible for all fees charged by Title Company for cancellation of the Commitment.

It is a condition of City's obligation to close that the Title Company has committed to issue, upon Closing, a standard coverage ALTA Owner's Policy of Title Insurance ("Title Policy"), in the amount of \$192,000, insuring that fee simple title to the Property is vested in City, is good and marketable, and is free and clear of all liens encumbrances, easements, assessments, restrictions, tenancies (whether recorded or unrecorded) and other exceptions to title, except the lien of taxes not yet due and payable, those exceptions approved in writing by or caused by City, including the exceptions noted and accepted by City pursuant to this Agreement, exceptions disclosed in the Commitment (subject to the provisions of this Agreement), and those exceptions caused or created by City and the documents approved and executed by the parties at Closing.

### **3.3 Compliance With Laws**

City shall comply with applicable laws and building codes with respect to any work or investigations on the Site prior to Closing.

## **4. EVIDENCE OF PROJECT FINANCING**

### **4.1. Submission of Evidence of Ownership**

No later than sixty (60) days after the Effective Date or such later time as may be approved by Agency, City shall submit to Agency's Executive Director the following evidence satisfactory to the Executive Director that City will have at or before Closing the capability necessary for the purchase of the Site and the future development of the Project on the City Property pursuant to this Agreement:

- (a) Binding purchase and sale agreement to purchase the City Property;
- (b) Binding land exchange agreement resulting in the ownership of the City Property by City.

### **4.2. Time to Approve Evidence of Ownership**

Agency shall approve or disapprove of City's evidence of ownership within seven (7) days of receipt of a complete submission. Agency's approval shall not be unreasonably withheld. If

Agency's Executive Director shall disapprove such evidence of ownership, he or she shall do so by written notice to City stating the reasons for such disapproval and City shall promptly resubmit its evidence of financial capability, as modified to conform to Agency's requirements, not more than twenty (20) days after receipt of the Agency Executive Director's disapproval.

## **5. DISPOSITION AND CONVEYANCE OF THE SITE**

In accordance with and subject to all the terms, covenants, and conditions of this Agreement, Agency agrees to convey the entire fee estate of the Site in the condition required pursuant to Section 6 of this Agreement to City.

City agrees to pursue the Project within the time, for the consideration, and subject to the terms, conditions, and provisions as herein provided, including, without limitation, as provided in the Schedule of Performance (**Attachment 3**). Agency agrees to meet its obligations herein provided with respect to the Site including, without limitation, as provided in the Schedule of Performance. The time periods set forth in the Schedule of Performance for City's obligations hereunder may be extended for up to 90 days in total if the delays are caused by matters beyond the City's reasonable control. Any extension must be agreed upon in writing by Agency's Executive Director.

The sale of the Site by Agency to City is for purpose of ultimate development, in compliance with the Urban Renewal Law, and to achieve the objectives of the Redevelopment Plan and as set forth in this Agreement.

### **5.1. Purchase Price**

The purchase price for the Site (the "Purchase Price") is Fifty-eight Thousand Dollars (\$58,000).

### **5.2. Escrow**

Within seven (7) days after the Effective Date of this Agreement, the Parties agree to open an escrow (the "Escrow") with TitleOne Corporation (the "Escrow Agent"). This Agreement constitutes the joint escrow instructions of Agency and City, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of the Escrow. Agency and City shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agent hereby is empowered to act under this Agreement and, upon indicating its acceptance of the provisions of this Section in writing delivered to Agency and to City within five (5) days after the opening of the Escrow, shall carry out its duties as Escrow Agent hereunder.

#### **5.2.1. Escrow Instructions**

This Agreement, together with any standard instructions of Escrow Agent that the Parties may subsequently execute, and any additional instructions of City and Agency to Escrow Agent consistent with the provisions of this Agreement, shall constitute the joint escrow instructions of City and Agency to Escrow Agent as well as an agreement between City and Agency. In the event of any conflict between the provisions of this Agreement and Escrow Agent's standard instructions, if executed by the Parties, this Agreement shall prevail.

#### **5.2.2. Payment of Costs**

City and Agency shall each pay one-half of the Escrow fee, any charges for recording the Quitclaim Deed and the other documents to be recorded hereunder (to the extent the County Recorder's Office does not waive such charges). Agency shall pay the charge for an ALTA standard owner's policy in the amount of the Purchase Price. City shall pay the charge for any additional title coverage requested by City, including an ALTA extended owner's policy, if City obtains such policies. City will be responsible for paying endorsements desired by City except for the cost of any endorsements Agency agrees to provide to cure any title objections pursuant to Section 3.2. Agency and City shall each be responsible for their respective attorneys' fees and costs. Taxes and assessments, if any, applicable to periods before and after Closing shall be allocated to the Site and prorated between the Parties in an equitable manner. Agency shall cause all utilities serving the Site to be terminated on or before Closing and shall be responsible for costs associated with such utility services prior to Closing. All other costs of the Escrow not specifically allocated in this Agreement shall be allocated to the Parties as is customary in a commercial real estate transaction in Ada County, Idaho.

#### **5.2.3. Close of Escrow**

The Close of Escrow ("Closing") shall occur within ten (10) days after the date all of the Agency Closing Conditions and the City Closing Conditions in Sections 5.3.1 and 5.3.2 (other than the conditions on the delivery of documents and funds into Escrow, which shall occur during said ten (10) day period) are satisfied or waived by the benefited party, but in no event later than the date that is ten (10) months after the Effective Date.

#### **5.2.4. Deliveries by Agency**

On or before the scheduled Closing Date, Agency shall deliver the following to Escrow Agent:

(a) the Quitclaim Deed, duly executed and acknowledged by Agency;

(b) all other sums and documents reasonably required by Escrow Agent from Agency to carry out and close the Escrow pursuant to this Agreement, including Agency's portion of the Escrow fees and prorations.

#### **5.2.5. Deliveries by City**

On or before the scheduled Closing Date, City shall deliver the following to Escrow Agent:

(a) the Purchase Price;

(b) all other sums and documents reasonably required by Escrow Agent from City to carry out and close the Escrow pursuant to this Agreement, including City's portion of the Escrow fees and prorations.

#### **5.2.6. Closing, Recording and Disbursements**

On the Closing Date (except as otherwise provided below), and when all of the conditions precedent to the Close of Escrow set forth in Sections 5.3.1 and 5.3.2 of this Agreement have been satisfied or waived by the appropriate party in writing, Escrow Agent shall take the actions set forth in this Section.

(a) Recording. Escrow Agent shall cause the Quitclaim Deed to be recorded in the office of the Recorder of Ada County, Idaho.

(b) Escrow Agent shall disburse the Purchase Price.

(c) Delivery of Closing Documents. Escrow Agent shall deliver to City the recorded Quitclaim Deed. Escrow Agent shall deliver to Agency the recorded Memorandum, and any other documents (or copies thereof) deposited by City with Escrow Agent pursuant to this Agreement, with copies of same to City.

(d) Delivery of Title Policy. Escrow Agent shall instruct the Title Company to deliver the Title Policy to City.

#### **5.2.7. General Escrow Account**

All funds received in the Escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general escrow account or accounts with any state or national bank doing business in the State of Idaho. Such funds may be transferred to any other such general escrow account or accounts. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a 30-day month.

#### **5.2.8. Termination**

If the Escrow is not in condition to close within the time set forth in Section 5.2.3 for any reason, either Party who has fully performed its obligations under this Agreement to permit the Closing to occur, may, in writing to the other Party and Escrow Agent, terminate this Agreement

in the manner set forth in Section 11.6 hereof, and demand the return of its money, papers, and documents. Thereupon all obligations and liabilities of the Parties under this Agreement shall cease and terminate in the manner set forth in Section 11.6. If neither Agency nor City has fully performed the acts to be performed before the time for conveyance, as set forth in Section 5.2.3, in the event that Escrow Agent receives a notice of termination pursuant to this Section 5.2.8, no termination or demand for return shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such notice of termination to the other Party or Parties at the address set forth in Section 2.5. If any objections are raised within the 10-day period, the Escrow Agent is authorized to hold all money, papers, and documents until instructed in writing by both Agency and City or upon failure thereof by a court of competent jurisdiction. If no such demands are made, the Parties shall cause the Closing to occur as soon as possible. The terms of this paragraph shall not affect the rights of Agency or City to terminate this Agreement under Section 11 hereof. Nothing in this Section shall be construed to impair or affect the rights or obligations of Agency or City to specific performance.

#### **5.2.9. Amendment**

Any amendment of these escrow instructions shall be in writing and signed by both Agency and City. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

#### **5.2.10. No Real Estate Commissions or Fees**

Agency represents that it has not engaged any broker, agent, or finder in connection with this transaction. City represents that it has not engaged a broker in connection with this transaction. City agrees to hold Agency harmless from any claim concerning any real estate commission or brokerage fees arising out of City's actions and agrees to defend and indemnify Agency from any such claim asserted concerning the commission or brokerage fees. Agency agrees to hold City harmless from any claim concerning any real estate commission or brokerage fees arising out of Agency's actions and agrees to defend and indemnify City from any such claim asserted concerning the commission or brokerage fees.

### **5.3. Conditions to Site Transfer**

#### **5.3.1. Conditions to Agency's Obligations**

In addition to any other condition set forth in this Agreement in favor of Agency, Agency shall have the right to condition its obligation to convey the Site to City and close the Escrow upon the satisfaction, or written waiver by Agency, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "Agency Closing Conditions"):

- (a) **Evidence of Ownership.** City shall provide evidence of ownership of or contractual right to acquire the City Property and a narrative concerning future development of the City Property as generally outlined in Section 2.6 of this Agreement.
- (b) **City Deliveries Made.** City has deposited with Escrow Agent all sums and documents required of City by this Agreement for the Closing.
- (c) **Evidence of Ownership.** Agency shall have approved City's evidence of ownership in accordance with Section 4 of this Agreement.
- (d) **No Default.** City shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured), and all representations and warranties of City contained herein shall be true and correct in all material respects.

### **5.3.2. Conditions to City's Obligations**

In addition to any other condition set forth in this Agreement in favor of City, City shall have the right to condition its obligation to purchase the Site and close the Site Escrow upon the satisfaction, or written waiver by City, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "City Closing Conditions"):

- (a) **Ownership.** City shall provide evidence of ownership of or contractual right to acquire the City Property and a narrative concerning future development of the City Property as generally outlined in Section 2.6 of this Agreement.
- (b) **Agency Deliveries Made.** Agency has deposited with Escrow Agent all documents required of Agency by this Agreement for the Closing.
- (c) **Title Policy.** The Title Company is unconditionally and irrevocably committed to issue to City at Closing a ALTA standard coverage owner's title policy, or, upon City's request, an ALTA extended coverage owner's policy of title insurance ("Title Policy"), insuring City's title to the Site in the amount of \$192,000, subject only to the following (collectively, the "Permitted Title Exceptions"): the standard exceptions and exclusions from coverage contained in such form of the policy; matters created by, through or under City; items disclosed by the Survey; items that would have been disclosed by a physical inspection of the Site on the Effective Date; real estate taxes not yet due and payable; the documents to be recorded under this Agreement; any mutually agreed upon title exceptions; and the exceptions disclosed in the Title Report that are listed in the first paragraph of Section 3.2 of this Agreement and not identified in a timely Notice of Objection. If City requests ALTA extended coverage, any standard exceptions shall not be Permitted Title Exceptions.

(d) **No Default.** Agency shall not be in default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured), and Agency's representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date.

(e) **Evidence of Ownership.** Agency shall have approved City's evidence of ownership in accordance with Section 4 of this Agreement.

(f) **Project.** City, in its sole discretion, shall have obtained sufficient information to determine the City's ability to effectuate the Project on an alternate site.

#### **5.4. Satisfaction of Conditions**

Where satisfaction of any of the foregoing conditions requires action by City or Agency, each party shall use its diligent efforts, in good faith, and at its own cost, to expeditiously satisfy such condition. If a party is not in a position to know whether or not a condition precedent has been satisfied, then the party that is aware of the status of the condition shall immediately notify the other party.

#### **5.5. Waiver**

Agency may at any time or times, at its election, waive any of the Agency Closing Conditions set forth in Section 5.3.1, but any such waiver shall be effective only if contained in a writing signed by Agency and delivered to City. City may at any time or times, at its election, waive any of the City Closing Conditions set forth in Section 5.3.2, but any such waiver shall be effective only if contained in a writing signed by City and delivered to Agency.

#### **5.6. Termination**

In the event each of the Agency Closing Conditions set forth in Section 5.3.1 is not fulfilled by the outside date for the Closing Date, or such earlier time period as provided for herein, or waived by Agency pursuant to Section 5.5, and provided Agency is not in default of this Agreement, Agency may at its option terminate this Agreement and the Escrow opened hereunder. In the event that each of the City Closing Conditions set forth in Section 5.3.2 is not fulfilled by the outside date for the Closing Date, or such earlier time period as provided for herein, or waived by City pursuant to Section 5.5, and provided City is not in default of this Agreement, City may at its option terminate this Agreement and the Escrow opened hereunder. No termination under this Agreement shall release either party then in default from liability for such default. In the event this Agreement is terminated, all closing documents and funds delivered by Agency to City or Escrow Agent shall be returned immediately to Agency and all closing documents and funds delivered by City to Agency or Escrow Agent shall be returned immediately to City.

## **6. CONDITION OF THE SITE**

### **6.1. "As Is"**

Subject to Agency's representations and warranties expressly set forth in this Agreement, City acknowledges and agrees that any portion of the Site that it acquires from Agency pursuant to this Agreement shall be purchased "as is."

### **6.2. Agency Representations**

Agency represents and warrants to City as follows: (1) Agency has given City all information that Agency has in its possession concerning the physical condition of the Site, (2) the individuals entering into this Agreement on behalf of Agency have the authority to bind Agency; (3) entering into this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary Agency action and do not violate the laws governing Agency's activities or any other agreement to which Agency is a party; (5) upon Close of Escrow, there will be no tenants, occupants or other parties in possession of the Site. These representations and warranties shall survive Close of Escrow and delivery of any Deed to City. City acknowledges Agency retains certain personal property on the Site and shall allow Agency at least thirty (30) days after closing to remove the personal property.

### **6.3. Environmental Release and Waiver**

Subject to Agency's representations and warranties expressly set forth in this Agreement, City hereby releases and waives all rights, claims, or causes of action City may have in the future against Agency arising out of or in connection with any Hazardous Materials at, on, in, beneath, or from the Site.

## **7. DEVELOPMENT BY THE CITY**

### **7.1. Development Obligation**

The City agrees to pursue the Project as set forth in this Agreement.

### **7.2. Local, State, and Federal Laws**

City shall carry out all obligations set forth in this Agreement in conformity with all applicable local, state, and federal laws.

### **7.3. Antidiscrimination During Construction**

In carrying out the obligations under this Agreement, City will not discriminate against any employee or applicant for employment because of physical disability, race, color, creed,

religion, sex, sexual orientation, gender identity/ expression, marital status, ancestry, or national origin.

**7.4. Reserved**

**7.5. City's Obligations**

City, as requested by Agency, shall provide Agency with available information subject to disclosure concerning the development of the Project.

**7.6. Agency's Obligations**

In furtherance of this Section, Agency shall:

**7.6.1.** Provide timely and meaningful comments to the information, reports, and other documents submitted to Agency by City; and

**7.6.2.** Upon City's request, provide City with all of Agency's comments and recommendations regarding the Project in sufficient time (provided that City provides Agency with a reasonable period of time for Agency to review City's plans) for City to respond to Agency's comments and recommendations prior to filing an application with City for the Project.

**7.7. Reserved**

**7.8. Access to the City Property**

For the purpose of assuring compliance with this Agreement, upon prior written notice to City, representatives of Agency shall have the reasonable right of access to the City Property without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Agency shall cause anyone who comes onto the City Property on Agency's behalf to comply with applicable OSHA or other safety regulations. To the extent permitted by law, Agency shall indemnify, defend, and hold harmless City, and its officers, officials, representatives, members, employees, volunteers and agents from and against any and all loss, cost, liability or expense (including reasonable attorneys' fees) arising from the entries of Agency, its agents, contractors, consultants, and employees upon the City Property.

**8. RESERVED**

**9. CERTIFICATE OF COMPLIANCE**

Promptly after the commencement of construction of the Project on the City Property, City shall submit to Agency a request of certificate of compliance for the Project ("Certificate of Compliance"). Agency shall promptly issue the Certificate of Compliance if (a) City has issued a

building permit for the shell and core of the Project and (b) if City is not in default under this Agreement and Agency has not sent notice to City of any event which with the passing of time could give rise to a default under this Agreement. The Parties acknowledge the failure to commence construction of the Project within the time frame set forth in the Schedule of Performance may, after Agency provided City with written notice of default and an opportunity to cure any such default as set forth in Section 11, be considered by Agency as a default by City under this Agreement. Agency shall not unreasonably withhold the Certificate of Compliance.

The Certificate of Compliance shall be executed by Agency and City and be in such form as to permit it to be recorded by the Office of the County Recorder of Ada County, Idaho.

The Certificate of Compliance shall be, and shall so state, conclusive determination of satisfactory commencement of the construction of the Project and conclusive determination of satisfactory completion of the obligations of City and Agency required by this Agreement with respect to completion of the construction of the Project.

The Certificate of Compliance shall not constitute evidence of compliance with or satisfaction of any obligation of City to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the improvements or any part thereof. Such Certificate of Compliance is not notice of completion as referred to under other laws of the State of Idaho.

## **10. CITY'S POST-TRANSFER OBLIGATIONS**

### **10.1. Reserved**

### **10.2. Reserved**

### **10.3. Use of the City Property During Term of the Redevelopment Plan**

City covenants and agrees for itself, its successors, its assigns, and every successor in interest that during construction and thereafter, City, its successors, and assignees shall devote the City Property to the uses specified in any urban renewal plan, the applicable Boise City land use requirements, and this Agreement.

### **10.4. Obligation to Refrain From Discrimination**

City covenants by and for City and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of physical disability, race, color, creed, religion, sex, sexual orientation, gender identity/ expression, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of City Property, nor shall City or any person claiming under or through City establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the City Property. The foregoing covenants shall run with the land.

#### **10.4.1. Effect and Duration of Covenants**

The covenants contained in this Agreement shall remain in effect until December 31, 2024 (the termination date of the Redevelopment Plan). The Site shall be used for the uses allowed by applicable Boise City land use policies. The covenants against discrimination shall remain in effect in perpetuity. The covenants established in this Agreement that expressly run with land and the Deeds shall, without regard to technical classification and designation, be binding for the benefit and in favor of Agency, Agency's successors and assigns, City, and any successors in interest to the City Property or any part thereof.

#### **10.4.2. Provisions That Run With the Land**

Agency is deemed the beneficiary of the terms and provisions of this Agreement that expressly run with the land for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The covenants that expressly run with the land shall run in favor of Agency without regard to whether Agency has been, remains, or is an owner of any land or interest therein in the Site, any parcel or subparcel, or in the Project Area. Agency shall have the right, if the covenants that expressly run with the land are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of such covenants may be entitled. Notwithstanding the foregoing, if City or any subsequent owner of any portion of the City Property conveys any portion of the City Property, such owner shall, upon the conveyance, be released and discharged from all of its obligations in connection with the portion of the City Property conveyed by it arising under this Agreement after the conveyance but shall remain liable for all obligations in connection with the portion of the City Property so conveyed arising under this Agreement prior to the conveyance. The new owner of any such portion of the City Property shall be liable for all obligations arising under this Agreement with respect to such portion of the City Property after the conveyance.

### **11. DEFAULTS, REMEDIES, AND TERMINATION**

#### **11.1. Defaults—General**

Failure or delay by either Party to perform any term or provision of this Agreement after receiving notice and an opportunity to cure as set forth herein shall constitute a default under this Agreement. Upon receipt of such notice, a Party must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy with reasonable diligence. A Party so acting and during any period of curing shall not be in default.

### **11.2. Written Notice**

The Party claiming a failure or delay in performance shall give written notice of default to the Party failing or delaying performance specifying the default complained of by the injured Party. Except as required to protect against further damages, the Party claiming default may not institute proceedings against the Party in default until sixty (60) days after giving such notice, said sixty (60) days constituting the period to cure any default.

### **11.3. No Waiver**

Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any such rights or remedies.

### **11.4. Materiality of Provisions**

It is expressly understood and agreed that each of the covenants, promises, stipulations, and agreements of the Parties hereto and under the provisions of this Agreement are an integral and indivisible part of the consideration given by each to the other and that each covenant, promise, stipulation, and agreement of the Parties shall be deemed and construed as material. Subject to Section 11.1 above, it is further understood and agreed that time is of the essence of this Agreement; that failure, refusal, or neglect for any reason whatsoever of either Party hereto to perform any of the covenants, promises, stipulations, or agreements to be performed by the Party pursuant to the terms and provisions of this Agreement shall constitute a material default on the part of the Party failing to perform such covenant, promise, stipulation, or agreement; and that the occurrence of any such default on the part of either Party shall give the other Party the right to terminate or otherwise enforce this Agreement in accordance with the provisions of this Section.

### **11.5. Legal Actions**

#### **11.5.1. Institution of Legal Actions**

Subject to the express limitations herein, either Party may institute legal action to cure, correct, or remedy any default or recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement.

#### **11.5.2. Applicable Law**

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

### **11.5.3. Acceptance of Service of Process**

In the event that any legal action is commenced by City against Agency, service of process on Agency shall be made by personal service upon the Chair of Agency or in such other manner as may be provided by law. In the event that any legal action is commenced by Agency against City, service of process on City shall be made by personal service upon City or in such other manner as may be provided by law and shall be valid whether made within or without the State of Idaho.

### **11.5.4. Rights and Remedies**

Subject to the express limitation herein, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

### **11.5.5. Specific Performance**

If City or Agency has provided notice and an opportunity to cure pursuant to Section 11.1, the default is not cured, the nondefaulting Party, at the nondefaulting Party's option, may institute an action for specific performance of the terms of this Agreement provided that specific performance shall be limited to those actions which necessitate action on the part of a Party but not for any action where damages are otherwise available.

### **11.5.6. Reconveyance**

In the event Agency has conveyed the Site to the City and the City has failed to effectuate the purchase or possession of the City Property within six (6) months, City agrees to re-convey the Site to the Agency.

### **11.5.7. Limitation on Agency's Remedies Prior to City's Acquisition of the Site**

If City defaults in its obligation to acquire the Site or to satisfy any conditions relating to the acquisition of the Site, Agency's sole and exclusive remedy shall be to terminate this Agreement.

## **11.6. Remedies and Rights of Termination Prior to Conveyance of the Site to City**

### **11.6.1. Termination by City**

In the event that prior to Closing for the Site, as applicable:

**11.6.1.1.** Agency does not tender title to the Site, as applicable, or possession thereof in the manner and condition and by the dates provided in this

Agreement, and any such failure is not cured within sixty (60) days after written demand by City; or

**11.6.1.2.** City, after and despite reasonably diligent effort and prior to the dates established therefore in the Schedule of Performance, is unable to obtain and submit the evidence of ownership reasonably acceptable to Agency or on or before Agency's approval of City's evidence of ownership, City notifies Agency in writing that, in City's judgment, it is not economically or financially feasible for City to perform its obligations under this Agreement in the time established therefore in the Schedule of Performance; or

**11.6.1.3.** Agency is in breach or default with respect to any other obligation of Agency under this Agreement, subject to the cure provisions set forth in Section 11 of this Agreement; then this Agreement may, at the option of City, be terminated by written notice thereof to Agency. Upon such termination, neither Agency nor City shall have any further rights against or liability to the other under this Agreement. In the event this Agreement is so terminated, all closing documents and funds delivered by Agency to City or Escrow Agent shall be returned immediately to Agency and all closing documents and funds delivered by City to Agency or Escrow Agent shall be returned immediately to City.

City may terminate this Agreement upon written notice to Agency and Escrow Agent.

#### **11.6.2. Termination by Agency prior to the conveyance of the Site**

Subject to Section 13.5, In the event that prior to the conveyance of the Site, as applicable, to City:

**11.6.2.1.** City transfers or assigns or attempts to transfer or assign this Agreement or any rights herein or in the Site or the buildings or improvements thereon in violation of this Agreement; or

**11.6.2.2.** after and despite diligent effort and prior to the dates established therefore in the Schedule of Performance, subject to the cure provisions set forth in of Section 11 of this Agreement, City is unable to obtain and submit the evidence of ownership reasonably acceptable to Agency or before Agency's approval of City's evidence of ownership City notifies Agency in writing that, in City's judgment, it is not economically or financially feasible for it to perform its obligations under this Agreement in the time established therefore in the Schedule of Performance; or

**11.6.2.3.** Subject to the cure provisions set forth herein, City does not pay the Purchase Price and take title to the Site under tender of conveyance by Agency pursuant to this Agreement; or

**11.6.2.4.** City is in breach or default with respect to any other obligation of City under this Agreement, subject to the cure provisions set forth in of Section 11 of this Agreement.

Agency may terminate this Agreement upon written notice to City and Escrow Agent.

Upon such termination by either Party, neither Agency nor City shall have any further rights against or liability to the other under this Agreement. In the event this Agreement is so terminated, all closing documents and funds delivered by Agency to City or Escrow Agent shall be returned immediately to Agency and all closing documents and funds delivered by City to Agency or Escrow Agent shall be returned immediately to City.

## **12. GENERAL PROVISIONS**

### **12.1. No Assignment of Rights**

Prior to the issuance by Agency of a Certificate of Compliance pursuant to Section 9 with respect to the City Property, City shall not, except as expressly permitted by this Agreement, sell, transfer, convey, assign, or lease the whole or any part of such City Property or the buildings or improvements thereon without the prior written approval of Agency, not to be unreasonably withheld. This prohibition shall not apply subsequent to the issuance of the Certificate of Compliance. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the Project.

### **12.2. Notices, Demands, and Communications Between the Parties**

Formal notices, demands, and communications between Agency and City shall be sufficiently given upon dispatch if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of Agency and City as set forth in Section 2.5 hereof. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by mail.

### **12.3. Conflicts of Interest**

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

### **12.4. Warranty Against Payment of Consideration for Agreement**

City warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement other than normal costs of

conducting business and costs of professional services such as for architects, engineers, and attorneys.

#### **12.5. Nonliability of Agency Officials and Employees**

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

#### **12.6. Forced Delay; Extension of Times of Performance**

In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, material, or tools; delay of any contractor, subcontractor, or suppliers; acts of another Party; proceedings before or acts or failures to act of any public or governmental agency or entity, including approvals by any historic preservation agency (other than acts or failures to act of Agency shall not excuse performance by Agency); unreasonable delays in approvals by building officials for issuance of building permits (other than acts or failures to act of City shall not excuse performance by City); and temporary cessation of work for archeological digs, environmental analysis, or removal of hazardous or toxic substances; or any causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the Party claiming such extension is sent to the other Parties more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the Parties.

#### **12.7. Public Records Law**

Agency and City acknowledge that as public entities, each is subject to the release and disclosure of certain records as described in the Idaho Public Records Law, chapter 1, title 74, Idaho Code. Agency and City agree to cooperate with each other for sharing such information which is subject to disclosure.

#### **12.8. Reports, Studies and Test**

If City does not proceed with the purchase of the Site and development of the Project, Agency may retain possession of any reports, studies and test results prepared by City's consultants, including any soils or engineering tests concerning the Site, previously submitted by City. Building and improvement designs, plans and specifications are not intended to be covered

by the preceding sentence. However, City agrees not to prevent Agency from obtaining building and improvement designs, plans, and specifications from City's design professionals if Agency and such design professionals enter into a separate arrangement for Agency to obtain such designs, plans, and specifications. Agency or any other person or entity designated by Agency shall be free to use such reports, studies, and test results for any reason whatsoever without cost or liability thereof to City or any other person, except to the extent Agency may have to reach agreement with City's consultants. City does not make and hereby expressly disclaims any representation or warranty as to the accuracy of any such information or Agency's right to rely thereon.

#### **12.9. Approvals by the Parties**

Wherever this Agreement requires Agency and/or City to approve or permits a Party to submit to the other Party for approval, any contract, document, plan specification, drawing, or other matter, such approval shall not be unreasonably withheld, conditioned or delayed.

#### **12.10. Attorney Fees**

In the event of any action or proceeding at law or in equity between City and Agency to enforce any provision of this Agreement or to protect or establish any right or remedy of either Party hereunder, the unsuccessful Party to such litigation shall pay to the prevailing Party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing Party (including such costs and fees incurred on appeal), and if such prevailing Party shall recover judgment in any such action or proceeding, such costs, expenses, and attorney fees shall be included in and as a part of such judgment.

### **13. SPECIAL PROVISIONS**

#### **13.1. Amendment of Redevelopment Plan**

Pursuant to the provisions of the Redevelopment Plan or modification or amendment therefore, Agency agrees that no amendment that changes the uses or development permitted on the Site or changes the restrictions or controls that apply to the Site or otherwise affects the Site shall be made or become effective without the prior written consent of City. Amendments to the Redevelopment Plan applying to other property in the Project Area shall not require the consent of City.

#### **13.2. Submission of Documents for Approval**

Whenever this Agreement requires either Party to submit plans, drawings, or other documents to the other Party for approval, which shall be deemed approved if not acted on by the Party within a specified time, said plans, drawings, or other documents shall be accompanied by a letter stating that they are being submitted and shall be deemed approved unless rejected by the other Party within the stated time. If there is no time specified herein for such Party's

action, the other Party may submit a letter requiring approval or rejection of documents within thirty (30) days after submission or such documents shall be deemed approved.

### **13.3. Computation of Time**

In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last calendar day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. As used herein, "legal holiday" means a legal holiday recognized by Agency on which the offices of Agency are closed for regular business.

### **13.4. No Third-Party Beneficiary**

The provisions of this Agreement are for the exclusive benefit of Agency and City, and their successors and assigns, and not for the benefit of any third person; nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person except for provisions expressly for the benefit of a mortgagee or lender of City or its successors and assigns.

### **13.5. Dispute Resolution**

In the event that a dispute arises between the Parties concerning (i) the meaning or application of the terms of, or (ii) an asserted breach of this Agreement, the Parties shall meet and confer in a good faith effort to resolve their dispute. The first such meeting shall occur within thirty (30) days of the first written notice from either Party evidencing the existence of the dispute. The Chair of Agency and an authorized representative of City shall both be included among the individuals representing the Parties at the first such meeting. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties agree to first consider to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern United States or otherwise, as the Parties may mutually agree before resorting to litigation or to arbitration. The costs of such mediation or other process of structured negotiation shall be equally split between the Parties. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation or other process of structured negotiation, or if the Parties cannot mutually agree to attempt to settle any dispute by mediation or other process of structured negotiation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

### **13.6. Good Faith and Cooperation**

It is agreed by Agency and City to act in good faith in compliance with all of the terms, covenants, and conditions of this Agreement and shall deal fairly with each other.

### **13.7. Entire Agreement, Waivers, and Amendments**

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof including, without limitation, the Agreement to Negotiate Exclusively. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and City, and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and City.

### **13.8. Effective Date of Agreement**

This Agreement, when executed by Agency and delivered to City, must be authorized, executed, and delivered by City within thirty (30) days after the date of signature by Agency or this Agreement shall be void, except to the extent that Agency shall consent in writing to further extensions of time for the authorization, execution, and delivery of this Agreement. Each Party recognizes that the other must comply with certain notice, solicitation, or comment periods and a disclosure process as required by law. Because of that process, the Parties may be unable to execute this Agreement as proposed, and in such event, this Agreement shall be void. The effective date of this Agreement (the "Effective Date") shall be the date when this Agreement is first fully executed between the Parties.

AGENCY:

THE CAPITAL CITY DEVELOPMENT CORPORATION

By \_\_\_\_\_  
John Brunelle  
Executive Director

\_\_\_\_\_, 2019

CITY:

By \_\_\_\_\_  
Hon. David Bieter, Mayor

\_\_\_\_\_, 2019

STATE OF IDAHO       )  
                                  : ss.  
County of Ada         )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public in and for said county and state, personally appeared John Brunelle, known or identified to me to be the Executive Director of The Urban Renewal Agency of the City of Boise, Idaho, also known as the Capital City Development Corporation, the public body, corporate and politic, that executed the within instrument on behalf of said Agency, and acknowledged to me that such Agency executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Commission Expires \_\_\_\_\_

STATE OF IDAHO       )  
                                  : ss.  
County of Ada         )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public in and for said county and state, personally appeared David H. Bieter, known or identified to me to be the Mayor of the city of Boise City, and Idaho municipal corporation, who executed the within instrument on behalf of Boise City, and acknowledged to me that Boise City executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Commission Expires \_\_\_\_\_

Attachment 1

Map of the Site



## Attachment 2 Legal Description of the Site

A parcel of real property located in Ada County, Idaho, described as follows:

Lot 30 in Bloc 2 of A.O. Miller's Addition to Boise City, in Ada County, State of Idaho, according to the official plat thereof, filed in Book 1 of Plats at page 15.

# A.O. MILLER'S ADDITION

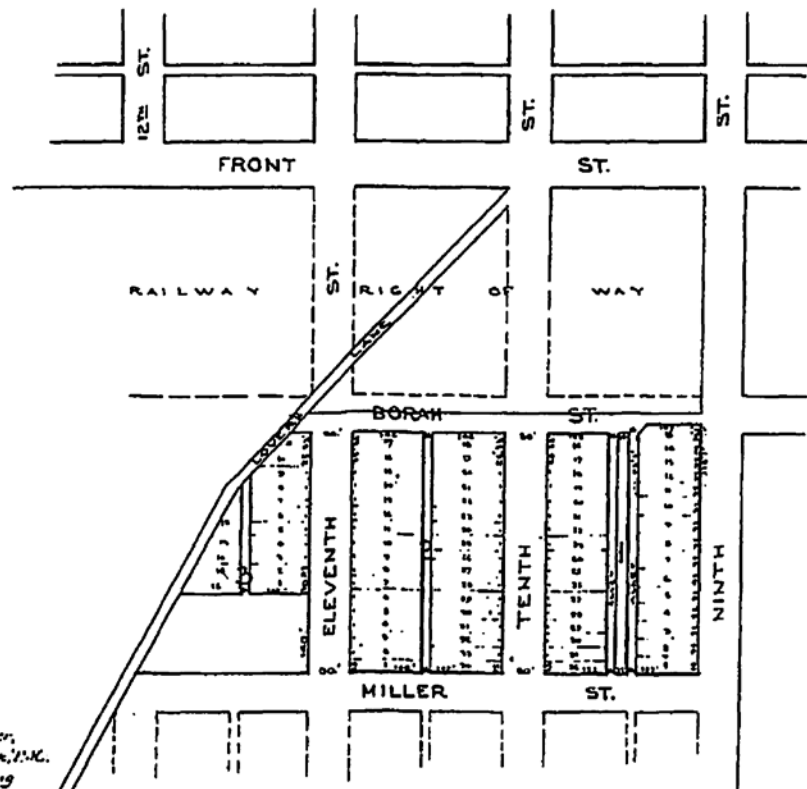
TO

BOISE CITY, IDAHO.

NOVEMBER, 1890.

SCALE 200 FT. TO 1 INCH.

Sec. 10, T. 3 N., R. 2 E.



Filed at request of A. O. Miller,  
January 23, 1891, at 2.15 O'clock, P.M.  
Sherman G. King  
County Recorder  
for Ada Co. (4)

Surveyed and drawn by E. D. Hodge, C.E.  
County Surveyor, Ada Co.

<b>SCHEDULE OF PERFORMANCE</b> <b>429 S. 10th Street</b>			
<b>Action</b>		<b>Due Date</b>	<b>Section</b>
1	Submission of Evidence of Ownership. City shall submit to Agency evidence satisfactory to the Agency that City will have at or before Closing the capability necessary for the development of the Project	No later than sixty (60) days after the Effective Date	4.1
2	Time to Approve Evidence of Ownership. Agency shall approve or disapprove of City's evidence of ownership	Agency shall approve or disapprove of City's evidence of ownership within seven (7) days of receipt of a complete submission	4.2
3	Escrow Opening. Agency shall open escrow for the sale of Parcel to City	Within seven (7) days of Execution of Agreement by Agency	5.3
6	Conditions Precedent to Closing. All Conditions Precedent to Closing shall be satisfied or waived as appropriate.	Prior to Closing	5.4
7	Closing. Agency shall close escrow and convey the Property to City.	The Close of Escrow ("Closing") shall occur within ten (10) days after the date all of the Agency Closing Conditions and the City Closing Conditions in Sections 5.3.1 and 5.3.2 (other than the conditions on the delivery of documents and funds into Escrow, which shall occur during said ten (10) day period) are satisfied or waived by the benefited party, but in no event later than the date that is ten (10) months after the Effective Date.	5.2.3
8	Commencement of Construction of the Project.	On or before December 31, 2024	2.6

9	Certificate of Compliance. Agency shall provide Certification of Compliance to City.	Within thirty (30) days of receipt of proof of issuance of a shell and core building permit from the City for the City Property or other written confirmation from the City that Project construction has commenced.	9
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Recording Requested By:

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

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**QUITCLAIM DEED**

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

The Urban Renewal Agency of Boise City, Idaho

\_\_\_\_\_  
By: John Brunelle, Executive Director

STATE OF IDAHO        )  
                                  : ss.  
County of Ada         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public in and for said county and state, personally appeared David H. Bieter, known or identified to me to be the Mayor of the city of Boise City, and Idaho municipal corporation, who executed the within instrument on behalf of Boise City, and acknowledged to me that Boise City executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Commission Expires \_\_\_\_\_

### **ACCEPTANCE**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.



## AGENDA BILL

<b>Agenda Subject:</b> CONSIDER: Approve Resolution 1597 Authorizing Contract for 15th Street Utility Underground and Duct Bank Work		<b>Date:</b> April 8, 2019
<b>Staff Contact:</b> Matt Edmond	<b>Attachments:</b> 1) Resolution No. 1597 2) Anderson & Wood Quote	
<b>Action Requested:</b> Adopt Resolution No. 1597 authorizing the Executive Director to execute a public works construction contract with Anderson & Wood Construction to install a conduit bank and other improvements on 15 <sup>th</sup> Street concurrent with Idaho Power undergrounding of overhead power lines on 15 <sup>th</sup> Street, contingent upon the resolution of permitting issues with ACHD.		

### Background:

CCDC is in the process of undergrounding overhead utility lines and installing underground fiber optic conduit banks to facilitate future redevelopment along 15<sup>th</sup> Street and improve telecommunications service in Downtown Boise. This will facilitate construction of a new Fire Station #5 at the corner of 15<sup>th</sup> & Front (currently planned for 2021), as well as development of the vacant block between Idaho/Bannock/15<sup>th</sup>/16<sup>th</sup>, and installation of full size street trees on the west side of 15<sup>th</sup> Street. Doing the work now, ahead of an ACHD project to resurface 15<sup>th</sup> 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. CCDC issued payment of \$379,033 to Idaho Power to contract this work.
- 2) The second scope of work includes installation of an underground fiber optic conduit bank, secondary power conduits, and a street light, as well as relocation of existing overhead telecommunication lines along 15<sup>th</sup> Street. Cable One is the

only telecommunications provider with existing facilities along 15<sup>th</sup> Street, and it will perform relocation of its own lines in conduit provided by CCDC, at an estimated cost of \$55,991.61.

CCDC issued a formal invitation to bid for the remainder of the second scope on February 15 with a bid due date on March 14. The Agency received no bids as of the deadline. In accordance with Idaho Code § 67-2805(2)(a)(viii), the Agency Board may now procure without further competitive bidding procedures. Upon receiving no bids, Agency staff requested a quote from Anderson & Wood Construction. Anderson & Wood Construction submitted a quote of \$642,896.32.

ACHD reviewed plans for the conduit bank on January 10, 2019; but subsequently rescinded this approval on February 27, requesting that CCDC submit a license agreement approved by the ACHD Commission prior to approval of civil plans and issuance of a right-of-way permit. The Agency is working through this issue with the City of Boise and ACHD, and will not execute a public works contract for the conduit bank until this issue has been resolved.

#### **Fiscal Notes:**

The Agency's FY2019 budget included \$800,000 for undergrounding and fiber optic conduit on 15<sup>th</sup> Street. The total of quotes from Idaho Power, Anderson & Wood, and Cable One is \$1,077,921; approximately \$300,000 than the amount originally budgeted. However, due to the delay and/or reduction in scope of some other projects originally budgeted in FY2019, the Agency has sufficient resources to complete the project.

#### **Next Steps:**

- TBD: CCDC and City of Boise resolve conduit permitting issues with ACHD
- 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 15<sup>th</sup> Street

#### **Staff Recommendation:**

Adopt Resolution No. 1597 authorizing the Executive Director to execute a public works construction contract with Anderson & Wood Construction to install a conduit bank and other improvements on 15<sup>th</sup> Street concurrent with Idaho Power undergrounding of overhead power lines on 15<sup>th</sup> Street, contingent upon the resolution of permitting issues with ACHD.

**Suggested Motion:**

I move to adopt Resolution No. 1597 authorizing the Executive Director to execute a public works construction contract with Anderson & Wood Construction to install a conduit bank and other improvements on 15<sup>th</sup> Street concurrent with Idaho Power undergrounding of overhead power lines on 15<sup>th</sup> Street, contingent upon the resolution of permitting issues with ACHD.

**RESOLUTION NO. 1597**

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, CONFIRMING THAT STEPS TAKEN TO PROCURE PUBLIC WORKS CONSTRUCTION SERVICES FOR THE 15<sup>TH</sup> STREET UTILITY UNDERGROUNDING AND CONDUIT BANK PROJECT WERE IN ACCORDANCE WITH STATE STATUTES; CONFIRMING THAT NO BIDS WERE SUBMITTED FOR THE PROJECT; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT WITH ANDERSON & WOOD CONSTRUCTION CO., INC., TO UNDERTAKE AND COMPLETE THE PROJECT, SUBJECT TO CERTAIN CONTINGENCIES; AND PROVIDING AN EFFECTIVE DATE.

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

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 Westside 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, in an effort to support the Downtown Parks and Public Spaces Plan identifying 15<sup>th</sup> and 16<sup>th</sup> Streets as public space corridors, the electrical transmission lines located on 15<sup>th</sup> Street between Front Street and Jefferson Street must be undergrounded for both public safety and aesthetics reasons; and,

WHEREAS, the Agency adopted Resolution No. 1571 on August 21, 2018, approving the 2019-2023 Capital Improvements Plan which included the improvement of electrical undergrounding and conduit banks; and,

WHEREAS, the Agency adopted Resolution No. 1592 on March 11, 2019, approving an agreement with Idaho Power to replace the overhead primary electrical transmission lines and pole-mounted transformers with underground facilities on 15<sup>th</sup> Street from Front Street to Jefferson Street; and,

WHEREAS, the Agency is required to comply with the competitive bidding provisions of chapter 28, title 67, Idaho Code, in its procurement of public works construction; and,

WHEREAS, Idaho Code § 67-2805 provides for a competitive, sealed bidding process for procurement of public works construction valued in excess of \$200,000; and,

WHEREAS, the Agency issued an Invitation to Bid for the 15<sup>th</sup> Street Utility Undergrounding and Conduit Bank (the "Project") on February 15, 2019, and published the requisite public notice of the Invitation to Bid in the *Idaho Statesman* newspaper on February 15 and 22, 2019; and,

WHEREAS, the Agency's Invitation to Bid set forth specific bidding procedures and specifications that the Agency considered to be in its best interest and critical to its ability to receive the exact services sought to be procured, including a non-mandatory pre-bid meeting and site tour, submission of a sealed bid by a licensed public works contractor, a bid bond, and an affidavit concerning taxes; and,

WHEREAS, the Agency conducted a non-mandatory pre-bid meeting and site tour on February 27, 2019, which was attended by four (4) licensed contractors; and,

WHEREAS, the Agency received no bids for the Project by the due date and time of 3:00 p.m. on March 14, 2019; and,

WHEREAS, in accordance with Idaho Code § 67-2805(2)(a)(viii), the Agency Board may now procure the Project goods and services without further competitive bidding procedures; and,

WHEREAS, upon receiving no bids, Agency staff requested a quote to undertake and complete the Project from Anderson & Wood Construction Co., Inc., which completed the "*Power Line Relocation: Main & Idaho Alley / 3<sup>rd</sup> & 5<sup>th</sup> Street*" Project for the Agency in 2018; and,

WHEREAS, Anderson & Wood Construction Co., Inc., did provide a quote to complete the Project in the amount of SIX HUNDRED FORTY-TWO THOUSAND EIGHT HUNDRED NINETY-SIX DOLLARS THIRTY-TWO CENTS (\$642,896.32); and,

WHEREAS, the Agency Board finds it in the best public interest to approve the Agency staff selection of Anderson & Wood Construction Co., Inc., to undertake the Project for the quoted amount and to authorize the Agency's Executive Director to negotiate and execute a public works construction contract with Anderson & Wood Construction Co., Inc., for same.

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

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

Section 2: That the Board confirms that the steps taken to procure construction services for the 15<sup>th</sup> Street Utility Undergrounding and Conduit Bank were in accordance with applicable state statutes and that no bids were received, thereby allowing the Board to procure the services without further competitive bidding procedures.

Section 3: That the Executive Director of the Agency is hereby authorized to negotiate and execute a public works construction contract with Anderson & Wood Construction Co., Inc., for up to the quoted amount of SIX HUNDRED FORTY-TWO THOUSAND EIGHT HUNDRED NINETY-SIX AND 32/100 DOLLARS (\$642,896.32), for the 15<sup>th</sup> Street Utility Undergrounding and Conduit Bank Project ; and further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the contract, subject to representations by Agency legal counsel that all conditions precedent to those actions and the contract or other documents are acceptable and consistent with the comments and discussions received at the April 8, 2019 Agency Board Meeting.

Section 4: That the Executive Director is further authorized to expend funds for the bid amount of \$642,896.32 plus up to 10% of this amount for construction contingencies if determined necessary in his best judgment.

Section 5: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

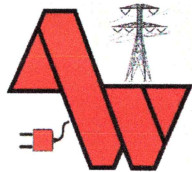
PASSED by the Urban Renewal Agency of Boise City, Idaho, on April 8, 2019. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on April 8, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

By: \_\_\_\_\_  
Dana Zuckerman, Chair

ATTEST:

By: \_\_\_\_\_  
Ryan Woodings, Vice Chair



# Anderson & Wood Construction Co., Inc.

## ESTIMATE & AGREEMENT

**To: Capital City Development Corp.**  
**121 N. 9<sup>th</sup> Street, Suite 501**  
**Boise, Idaho 83702**

**Attn: Mr. Matt Edmond**

**Phone (208) 319-1221**

**Fax (208)**

**Cell (208) 761-7722**

**Email: [medmond@ccdcboise.com](mailto:medmond@ccdcboise.com)**

**Estimate No. 01-032919-5000**

**Date: March 29, 2019**

**We hereby submit specifications and bid based on time and material for: 15<sup>th</sup> Street Utility Underground and Duct Bank**

### **Project Description:**

1. The Project generally includes furnishing and installing underground power service lines, telecommunication conduit and related equipment between Idaho Power facilities and the buildings served. The project includes, but is not limited to, the following major components:
  - a. Furnish and install underground electrical lines and telecommunication service conduit and related equipment between Idaho Power surface mounted transformers (provided by Idaho Power) and/or telecommunications vaults and/or pedestals and buildings served.
  - b. Demolition and repair of existing asphalt and concrete, as necessary on portions of the project
  - c. Preparing and obtaining approval for traffic control plans and installing traffic control measures as required by authorities having jurisdiction.
  - d. Obtaining and paying for permits required by authorities having jurisdiction.

### **Clarifications and exceptions:**

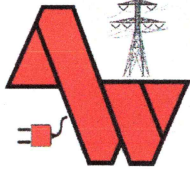
1. Estimate assumes all work will be done on de energized.
2. Estimate excludes prevailing /Davis Bacon wage scales. If needed additional costs may apply.
3. Estimate assumes all work can be completed during one site mobilization in a continuous manner without interruption due to lack of site access or other unforeseen problems, which are beyond the control of Anderson & Wood Construction.
4. Estimate assumes that all excavation will include any and all asphalt, concrete, curb, gutter and sidewalk repairs for any that are damaged or removed by A&W for the work under this scope of work.
5. Estimate assumes all traffic control will be provided by A&W.
6. Estimate assumes no solid rock excavation will be required and solid rock excavation that is required will be at an additional cost.
7. Estimate assumes all material that is removed will be disposed of by Anderson & Wood.
8. Estimate based on the document labeled "Project Manual" Dated "February 15, 2019" Identified as "15<sup>th</sup> Street Utility Underground And Conduit Bank" and Addendum #1 dated March 8, 2019.

**Estimate not to exceed:**

**\$ 642,896.32**

**Idaho Public Works License: 10702-U-1-3-4**

**Idaho Electrical Contractors License: 4480C**



# Anderson & Wood Construction Co., Inc.

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Proposal valid for 60 days from date of submittal.

The specifications and terms of this estimate are satisfactory, and I/we hereby authorize this order.

  
Anderson & Wood Const. Co., Inc.

Date Signed: 3/29/19

Client Name & Title

Date Signed: \_\_\_\_\_

- 1: This estimate applies only to the job described above. This estimate does not include additional material or labor that may be required due to unforeseen problems that arise once the job has begun.
- 2: Bid assumes that any contract resulting from this bid will be subject to review and approval by Anderson & Wood.



# V. INFORMATION ITEMS

## AGENDA BILL



<b>Agenda Subject:</b> Mobility Initiatives Update		<b>Date:</b> April 8, 2019
<b>Staff Contact:</b> Max Clark, Director of Parking & Mobility	<b>Attachments:</b>	
<b>Action Requested:</b> No action requested. This is informational only		

### Fiscal Notes:

There is no fiscal impact as a result of this briefing.

### Background:

Recognizing that there is a limit to the capacity of roads entering and exiting the downtown, as well as the number of parking spaces constructed (or that should be constructed), the Agency has undertaken and/or partnered with several other public entities in programs to try and reduce the number of vehicle miles traveled.

Staff and guests will discuss the status of a few of these projects.

### Staff Recommendation:

Receive the information delivered; ask any questions that you might have.

### Suggested Motion:

NA



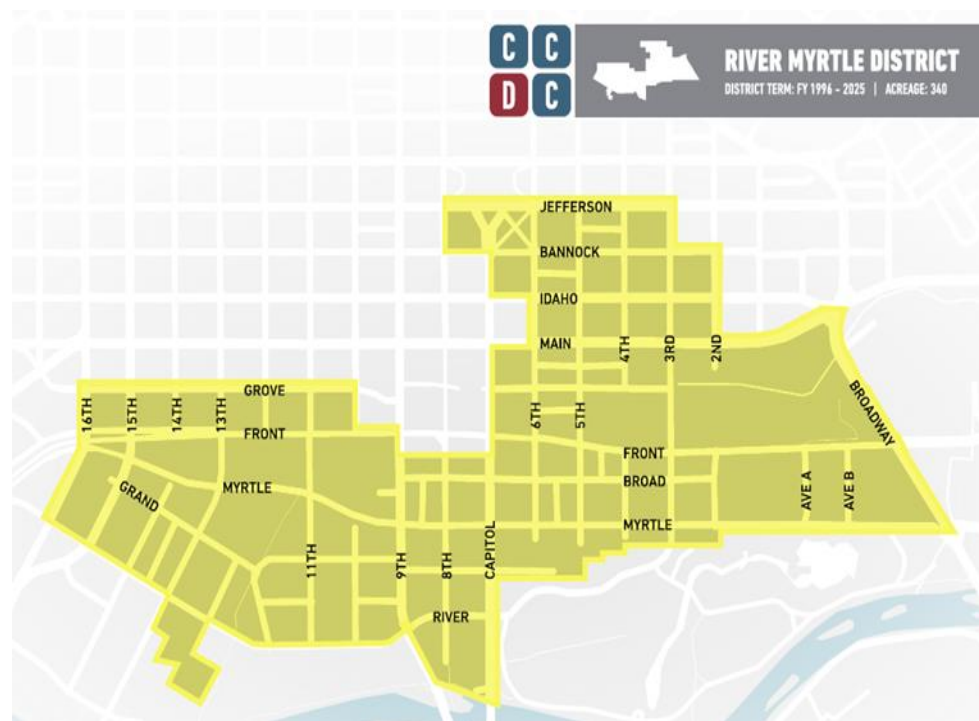
**DATE:** April 8, 2019

**TO:** Dana Zuckerman, Chair, and Board of Commissioners

**FM:** John Brunelle, Executive Director

**RE:** CCDC Monthly Report

## RIVER – MYRTLE / OLD BOISE DISTRICT



### Economic Development

**6th & Front Streets - Hotel and Parking Garage - PP Type 3, 5:** Construction continues at 6th and Front. A crane is in place setting structural steelwork for the garage. 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 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. The project includes approximately 60 condominiums. 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 provided the required annual report to the CCDC Board at its March meeting. Trailhead was a Treefort venue and participated 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. The project includes approximately 185 suites and 100 parking stalls.

**200 Myrtle Street - Boise Caddis - PP Type 2:** The CCDC Board "designated" Boise Caddis as a project eligible to utilize the Type 2 Participation Program at the March 11 Board Meeting. The project includes approximately 160 apartment units and 400 parking stalls. The request includes approximately \$1.2 million in public improvements for 2nd, 3rd, Myrtle streets and a small portion of Broad Street. CCDC will bring the draft agreement back to the Board for approval in June.

**406 Broad Street - Cartee Apartments - PP Type 2:** The Board approved the Type 2 Participation Program Agreement for The Cartee at the March 11, 2019 meeting. The agreement contemplates approximately \$1.3 million in eligible expenses to be reimbursed using the project's 2023, 2024, and 2025 tax increment dollars. The project includes approximately 160 apartments units and 176 structured parking spaces.

**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. On February 19, the City notified CCDC that it was ready to move forward in exercising its option to purchase the property. CCDC has been working closely with the City to finalize a Disposition Agreement for the parcel and will bring the Disposition Agreement to the Board at the April 8th meeting for approval.

## **Infrastructure**

**535 S. 15th Street – River Street Lofts – PP Type 1:** Contractors are on to the 3rd and final floor of the townhomes utilizing Insulated Concrete Forms (ICF) construction. 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 & 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 has issued a quote for \$323,351 for its portion of work. The Agency and Quadrant Consulting are working on a modified scope for telecommunications relocation to manage project costs. 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 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 package was 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	Design Review 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. The Agency has proposed locations in the RMOB URD to the City and is awaiting approval prior to ordering the consolidated newspaper boxes.

**204 N. Capitol Blvd - Adelmann Building - PP Type 1:** Due to structural issues of the historic building, the building owners decided against installing awnings. The owners have been sent a formal termination letter for the Type 1 Agreement. This does not prohibit CCDC from working on a new or different project with the building owners in the future.

**390 S. Capitol Blvd - Mod Pizza - PP Type 1:** The CCDC Board approved the Type 1 Participation Agreement with Hawkins Companies at the March 11 Board Meeting. The Agreement includes a not-to-exceed amount of \$100,000 to reimburse for awnings over the right-of-way and some sidewalk work.

### ***Mobility***

**S. 5th St & 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 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:** No significant maintenance performed in March.

**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. No significant maintenance performed in March.

**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. No significant maintenance performed in March.

**N. 5th & 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, and the City has issued a certificate of appropriateness for the project. The Agency will present the schematic concept to the Board at its April meeting.

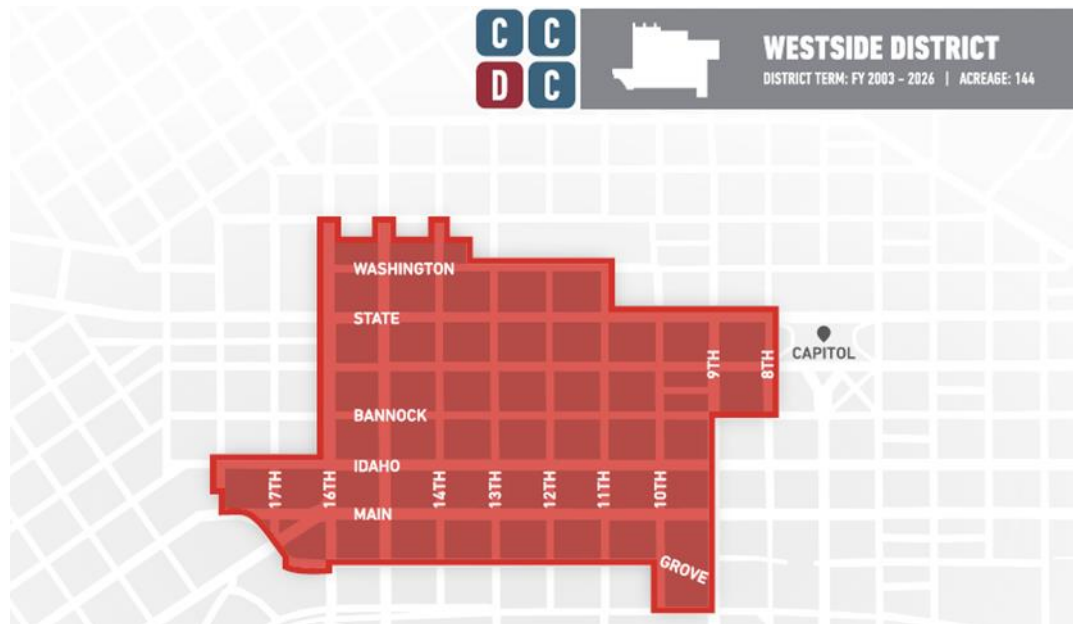
### ***Special Projects***

**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. Traffic Boxes were assigned to artists on March 12th.

**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.

## WESTSIDE DISTRICT



### Economic Development

**1010 W. Jefferson St – 10Ten Building – Agency-Owned Property:** The Car Park has taken over parking management effective March 1 and restriped the parking lot.

**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 March.

**1001 W. Main St - KOUNT Building - PP Type 1:** The construction fences were removed on March 10 and CCDC performed one final site inspection before issuing the \$150,000 reimbursement for awnings and sidewalk improvements. A VIP ribbon cutting was held on April 4. The ground floor retail has opened along Main Street including Good Burger and The Bodega.

### 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. CCDC will award contract to Anderson & Wood Construction if approved by CCDC Board and after issues between ACHD and City of Boise over ownership and licensing of underground conduit are resolved.

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. No Bids were received. Per Idaho Statute 67-2805 (2)(a)(viii) - <i>If no bids are received, the governing board may procure the goods or services without further competitive bidding procedures.</i>
April Board Meeting	The Agency Board will receive information for awarding a public works construction contract to Anderson & Wood Construction.

**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. The Agency has proposed locations in the Westside URD to the City and is awaiting approval prior to ordering the consolidate newspaper boxes.

**Bannock 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/ACHD traffic and street configuration decision. The City has met with ACHD and will be starting public outreach.

**N. 8th 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/ACHD traffic and street configuration decision. The City has met with ACHD and will be starting public outreach.

**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 Type:** 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 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. Substantial Completion was reached on March 25. Closeout documents were received from Guho Corp on April 2 and final completion procedures are underway. 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	Projected Substantial Completion
March 15, 2019	Projected Final Completion
March 25, 2019	Substantial Completion

**11th Street Bikeway - ACHD Collaboration - River Street to Washington Street:** 11th Street has been identified in plans by the City 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 the City 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/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 are working on public outreach plan. The Agency stands ready to assist, and move forward with streetscape projects, following City/ACHD decision.

### Place Making

**11th & 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-To-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 the City on March 4, 2019. Traffic boxes were assigned to artists on March 12th.

## 30<sup>TH</sup> 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 scheduled a site inspection of the public improvements for April 5. The Agency is waiting on cost documentation to be submitted before processing the reimbursement for public improvements. The reimbursement will not exceed \$150,000 per the Type 1 Participation Agreement.

**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.

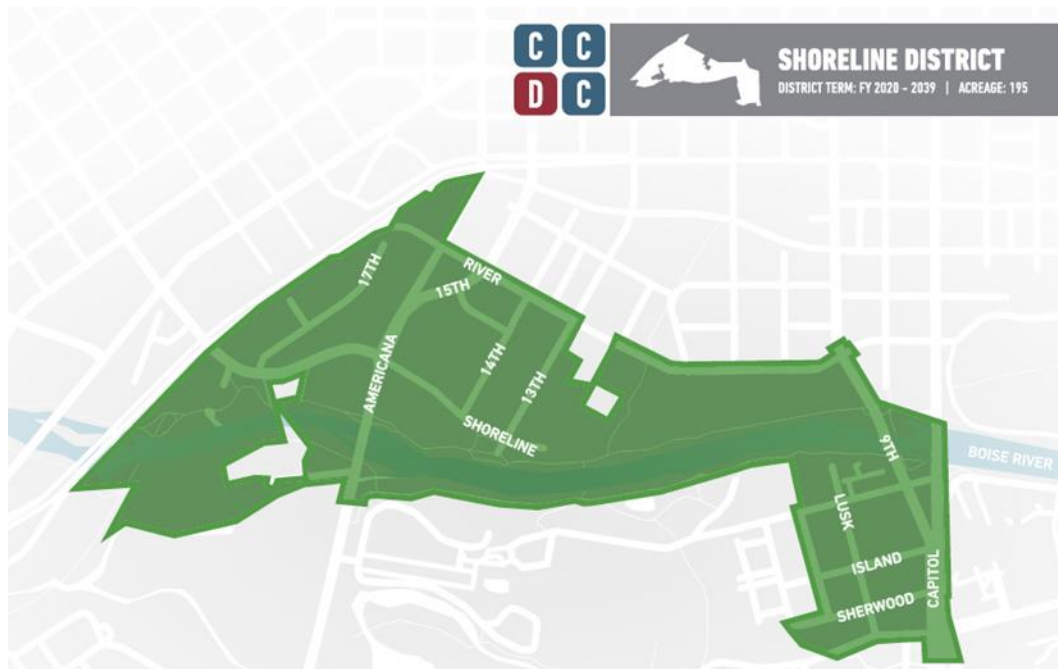
### **Place Making**

**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 30<sup>th</sup> 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

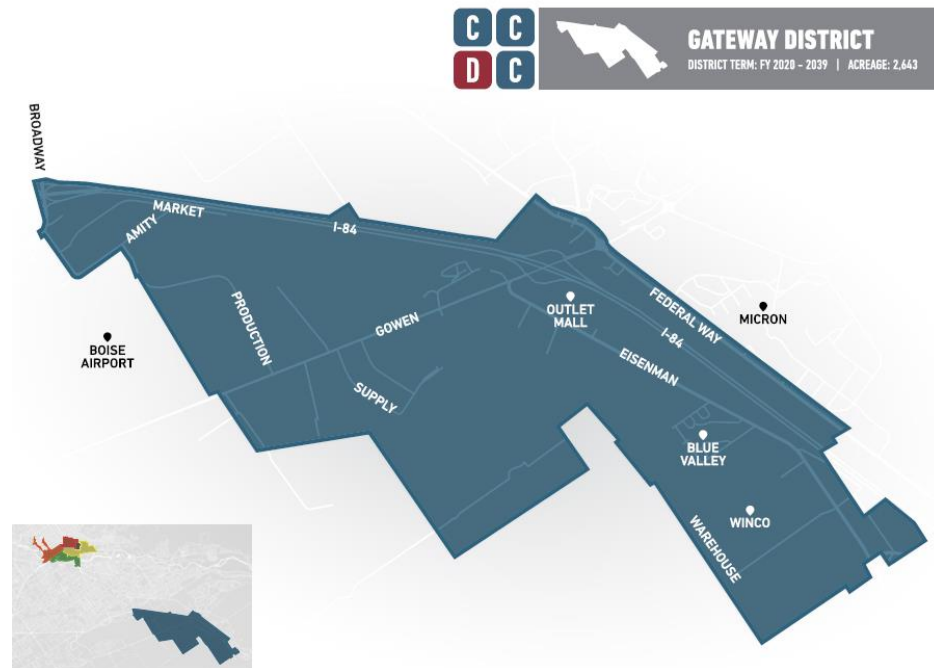
**New District – Shoreline:** The Shoreline District was approved by City Council December 4, 2018, with final reading December 18, 2018 and transmittal to State Tax Commission, Ada County, and taxing districts December 21, 2018. District establishment is complete and Agency continues to work with stakeholders 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 preparing to update 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 into Blueprint Boise. This collaborative process will begin once Agency funds are allocated to the project to pay for the necessary consultant services.- 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 railroad right-of-way, 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. The Agency submitted comments on a draft cost share agreement to ACHD on March 25, and is awaiting a response.

## 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 were due on March 20, 2019. Forty-three proposals were received. The Evaluation Committee is in the process of reviewing and evaluating the proposals. If needed, interviews will be conducted in April. 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:** Now that CCDC has worked through a few projects with the January 2019 updates in place, a few clarifications and additional revisions have become apparent. These additional revisions will be brought to the Board at the May 11 meeting for review and approval.

**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. The final draft is complete barring updated photos.

**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.

**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 study. Last done in 2014, the new results are that there 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 11<sup>th</sup> & 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 late 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. Structural steel work is complete and the concrete slab pour is scheduled for April 8. 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	Six bids received. Primary Electric Inc. was low bid at \$38,061. Agency is in process of contracting with Primary Electric.

April 4, 2019	Agreements executed with Primary Electric, Inc.
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**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. 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 the new Shoreline and Gateway East districts 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 ccdcboise.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:** The Annual Report was filed with the City of Boise on March 29th, 2019. Notice of the Annual Report being filed with the City of Boise was also published in the Idaho Statesman on Friday, March 29th.

**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 Central Bench Study Area is eligible for urban renewal assistance. The eligibility report findings will 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) route 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**

<b>Members</b>	<b>Percent Interest</b>
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.

**Front Street Condominium Association**

<b>Members</b>	<b>Percent Interest</b>
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**

<b>Members</b>	<b>Percent Interest</b>
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, owner of the Main + Marketplace commercial condominium units, to create a modern set of condominium declarations and 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. The CCDC Board reviewed this plan at its March meeting. The Agency anticipates being back with the Board soon for approval of an amendment to the condominium declarations.

<b>Members</b>	<b>Percent Interest</b>
CCDC - Capitol & Main	50%

Parking Garage)	
Hawkins Companies (Main + Marketplace)	50%
Annual Report Due: February 28, 2020	Next Annual Meeting: April 5, 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**

<b>Members</b>	<b>Percent Interest</b>
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**

<b>Members</b>	<b>Percent Interest</b>
CCDC – 11 <sup>th</sup> & Front Parking Garage	30.10%
BVA	69.90%

Issues/Comments:	Annual Meeting conducted on February 14, 2019. Annual report filed by BVA on March 5, 2019 and amended to reflect change in ownership from Gardner Company to Ball Ventures Ahlquist.
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