



BOARD OF COMMISSIONERS MEETING

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
May 13, 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 - April 2019
- B. Minutes and Reports
 - 1. Approval of April 8, 2019 Meeting Minutes
 - 2. 2nd Quarter Financial Report, FY 2019
- C. Other
 - 1. Approve Resolution #1603 - Second Amendment to the Restated Condominium Declarations – Capitol Terrace
 - 2. Approve Resolution #1605 - Gowen Road Bridge Cost Share Agreement
 - 2. Approve Resolution #1606 - Records Disposition
 - 3. Approve Resolution #1607 - Participation Program Clarifications & Modifications
 - 4. Approve Resolution #1608 - Easement Agreement for Leku Ona Block 7 Alley Improvements

IV. ACTION ITEM

- A. CONSIDER: Resolution #1587 - Approval State Street Eligibility Study (15 minutes)
.....Matt Edmond/Ted Kamp
- B. CONSIDER: Resolution #1599 - Approval Westside Downtown Urban Renewal Plan Amendment Eligibility Study (10 minutes) Shellan Rodriguez/Geoff Dickinson
- C. CONSIDER: Resolution #1602 - Selection of On-Call Design Professionals and Professional Surveyors (10 minutes)..... Kathy Wanner
- D. CONSIDER: Resolution #1601 - Second Amendment to Resolution 1478 RMOB Redevelopment Bond Series 2017A (5 minutes).....Ross Borden

V. INFORMATION/DISCUSSION ITEMS

- A. Ada County Assessor Annual Report (10 minutes)Robert H. McQuade
- B. Participation Program Addendum – Gateway East (10 minutes) Matt Edmond
- C. 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: 4/1/2019 through 4/30/2019

| Payee | Description | Payment Date | Amount |
|--|---------------------------------------|--------------|------------------------|
| Debt Service: | | | |
| Payroll: | | | |
| SUTA | Q1 2019 SUTA payment | 4/4/2019 | 2,272.37 |
| PERSI | Retirement Payment | 4/5/2019 | 16,138.25 |
| EFTPS - IRS | Federal Payroll Taxes | 4/5/2019 | 13,327.58 |
| Idaho State Tax Commission | State Payroll Taxes | 4/5/2019 | 2,088.00 |
| CCDC Employees | Direct Deposits Net Pay | 4/5/2019 | 36,328.80 |
| PERSI | Retirement Payment | 4/19/2019 | 16,366.54 |
| EFTPS - IRS | Federal Payroll Taxes | 4/19/2019 | 13,472.06 |
| Idaho State Tax Commission | State Payroll Taxes | 4/19/2019 | 2,083.00 |
| CCDC Employees | Direct Deposits Net Pay | 4/19/2019 | 35,996.88 |
| Total Payroll Payments: | | | 138,073.48 |
| Checks and ACH | | | |
| Various Vendors | Check and ACH Payments (See Attached) | April 2019 | 949,441.56 |
| Total Paid Invoice, Reported Payments: | | | 949,441.56 |
| Total Cash Disbursements: | | | \$ 1,087,515.04 |

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

A handwritten signature in blue ink, appearing to read 'David B. [unclear]', is written over a horizontal line.

Finance Director

5/6/2019

Date

A handwritten signature in blue ink, appearing to read 'John F. [unclear]', is written over a horizontal line.

Executive Director

Date

Report Criteria:

Detail report type printed

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Check Amount | Check Number | Check Issue Date |
|---------------|----------------------------|----------------|------------------------------|--------------|--------------|--------------|------------------|
| 3659 | Ada County | APR 2019 | January 2019 Master Grou | 04/01/2019 | 26,881.00 | 63266 | 04/08/2019 |
| | | APR 2019 | January 2019 Surplus Gro | 04/01/2019 | 11,274.25 | 63266 | 04/08/2019 |
| | | ARP 2019 #2 | April 2019 Master Ground | 04/15/2019 | 10,829.50 | 63276 | 04/26/2019 |
| | | ARP 2019 #2 | April 2019 Surplus Ground | 04/15/2019 | 12,237.25 | 63276 | 04/26/2019 |
| Total 3659: | | | | | 61,222.00 | | |
| 1139 | American Cleaning Service | 8004 | Trailhead Cleaning | 04/01/2019 | 936.71 | 11176 | 04/09/2019 |
| Total 1139: | | | | | 936.71 | | |
| 3838 | American Fire Protection L | 13039 | Maintenance of drum drips | 03/15/2019 | 75.00 | 63255 | 04/05/2019 |
| | | 13096 | Monthly pump inspection & | 03/29/2019 | 185.00 | 63268 | 04/25/2019 |
| Total 3838: | | | | | 260.00 | | |
| 1316 | Blue Cross of Idaho | 1906300009 | Health Insurance - April 20 | 04/01/2019 | 24,289.74 | 63250 | 04/01/2019 |
| Total 1316: | | | | | 24,289.74 | | |
| 1385 | Boise City Utility Billing | 1177 APR19 | 848 Main St # 0447416001 | 04/01/2019 | 7.79 | 11200 | 04/29/2019 |
| Total 1385: | | | | | 7.79 | | |
| 4110 | Boise Pacific NIHC Associ | PO 190056 | 2200 West Fairview Ave - | 04/11/2019 | 150,000.00 | 63277 | 04/26/2019 |
| Total 4110: | | | | | 150,000.00 | | |
| 3816 | Capitol Landscape Inc. | PO 190047-1 | Spring 2019 Paver Mainten | 03/25/2019 | 2,925.00 | 63256 | 04/05/2019 |
| | | PO 190047-1 | Spring 2019 Paver Mainten | 03/25/2019 | 1,025.00 | 63256 | 04/05/2019 |
| Total 3816: | | | | | 3,950.00 | | |
| 3712 | Car Park | FEB 2019 | 10th & Front - Grove | 02/28/2019 | 33,698.02 | 11182 | 04/10/2019 |
| | | FEB 2019 | 9th & Front - City Centre | 02/28/2019 | 43,148.43 | 11182 | 04/10/2019 |
| | | FEB 2019 | 9th & Main - Eastman | 02/28/2019 | 33,179.65 | 11182 | 04/10/2019 |
| | | FEB 2019 | Cap & Front - BLVD | 02/28/2019 | 13,168.38 | 11182 | 04/10/2019 |
| | | FEB 2019 | Cap & Main (Cap T) | 02/28/2019 | 35,191.20 | 11182 | 04/10/2019 |
| | | FEB 2019 | Cap & Myrtle - Myrtle | 02/28/2019 | 26,471.38 | 11182 | 04/10/2019 |
| | | FEB 2019 | 9th & Front - City Centre re | 02/28/2019 | 9.00 | 11182 | 04/10/2019 |
| | | FEB 2019 | Cap & Main (Cap T) - refun | 02/28/2019 | 5.00 | 11182 | 04/10/2019 |
| | | FEB 2019 | Cap & Myrtle - Myrtle - refu | 02/28/2019 | 25.00 | 11182 | 04/10/2019 |
| Total 3712: | | | | | 184,896.06 | | |
| 3857 | Carew Co | 2748 | Quarterly Web Maint (1 ye | 03/10/2019 | 406.25 | 63257 | 04/05/2019 |
| Total 3857: | | | | | 406.25 | | |
| 1556 | Caselle Inc. | 93627 | Contract support - April 20 | 04/01/2019 | 840.00 | 63251 | 04/01/2019 |
| Total 1556: | | | | | 840.00 | | |
| 1595 | City of Boise | IK33 | Park & Ride support - Elde | 02/28/2019 | 22,715.00 | 63267 | 04/08/2019 |

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Check Amount | Check Number | Check Issue Date |
|---------------|--------------------------|----------------|-------------------------------|--------------|--------------|--------------|------------------|
| | | IK36 | Park & Ride support – Elde | 03/31/2019 | 23,388.75 | 63278 | 04/26/2019 |
| | Total 1595: | | | | 46,103.75 | | |
| 1643 | Community Planning Asso | 219092 | FY19 3rd qtr Membership | 04/01/2019 | 2,125.00 | 11177 | 04/09/2019 |
| | Total 1643: | | | | 2,125.00 | | |
| 1703 | CSHQA | 32059 | ParkBOI LED Retrofit | 03/31/2019 | 1,566.56 | 11188 | 04/29/2019 |
| | Total 1703: | | | | 1,566.56 | | |
| 1838 | Elam & Burke P.A. | 178634 | New Bench URD | 03/31/2019 | 1,388.55 | 11195 | 04/30/2019 |
| | | 178635 | Public Records Request | 03/31/2019 | 112.50 | 11195 | 04/30/2019 |
| | | 178636 | Downtown Boise Public Lib | 03/31/2019 | 1,069.05 | 11195 | 04/30/2019 |
| | | 178637 | New URD - State Street | 03/31/2019 | 585.00 | 11195 | 04/30/2019 |
| | | 178638 | Sports Facility - 30th Street | 03/31/2019 | 875.00 | 11195 | 04/30/2019 |
| | | 178639 | Hoffman v. City of Boise | 03/31/2019 | 772.15 | 11195 | 04/30/2019 |
| | | 178640 | WS District Amendment | 03/31/2019 | 675.15 | 11195 | 04/30/2019 |
| | | 178641 | 101-0 General | 03/31/2019 | 338.10 | 11195 | 04/30/2019 |
| | | 178642 | River Myrtle Implement Act | 03/31/2019 | 2,543.15 | 11195 | 04/30/2019 |
| | | 178643 | Legislation | 03/31/2019 | 9,855.00 | 11195 | 04/30/2019 |
| | | 178645 | WS District | 03/31/2019 | 45.00 | 11195 | 04/30/2019 |
| | | 178646 | Gateway District | 03/31/2019 | 112.50 | 11195 | 04/30/2019 |
| | Total 1838: | | | | 18,371.15 | | |
| 3695 | Guho Corp. | 18-0101-055 | 10th & Front Garage Refur | 03/13/2019 | 203,653.78 | 11183 | 04/10/2019 |
| | | 18-0101-055 | 10th & Front Garage Refur | 03/13/2019 | 26,800.32 | 11183 | 04/10/2019 |
| | | 180101055-0 | 10th & Front Garage Refur | 03/22/2019 | 5,438.60 | 11196 | 04/30/2019 |
| | | 180101055-0 | 10th & Front Garage Refur | 03/22/2019 | 7,167.53 | 11196 | 04/30/2019 |
| | | 180101055-0 | 10th & Front Garage Refur | 03/22/2019 | 2,850.07 | 11196 | 04/30/2019 |
| | | 180101055-0 | 10th & Front Garage Refur | 03/22/2019 | 6,853.71 | 11196 | 04/30/2019 |
| | Total 3695: | | | | 252,764.01 | | |
| 4103 | Heart of Timber | 1134 | conference room table | 03/24/2019 | 1,500.00 | 63252 | 04/01/2019 |
| | | 1134 | conference room table | 03/24/2019 | 535.00 | 63252 | 04/01/2019 |
| | Total 4103: | | | | 2,035.00 | | |
| 4104 | Hellmann Construction Co | PO 190041-2 | 9th & Main Secure Bike Pa | 03/31/2019 | 61,661.56 | 11197 | 04/30/2019 |
| | Total 4104: | | | | 61,661.56 | | |
| 2165 | Idaho Power | 6607 MAR19 | 9th St outlets #220040660 | 03/31/2019 | 3.54 | 11187 | 04/19/2019 |
| | | 7995 MAR19 | 9th & State # 2201627995 | 03/31/2019 | 3.54 | 11186 | 04/18/2019 |
| | Total 2165: | | | | 7.08 | | |
| 3900 | Idaho Records Manageme | 0132660 | Records Storage | 04/01/2019 | 87.35 | 11189 | 04/29/2019 |
| | Total 3900: | | | | 87.35 | | |
| 2186 | Idaho Statesman | 263244 MAR | Legal Notices | 03/31/2019 | 48.12 | 63269 | 04/25/2019 |

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Check Amount | Check Number | Check Issue Date |
|------------------|-----------------------------|-------------------|-------------------------------|-----------------|-----------------|-----------------|---------------------|
| Total 2186: | | | | | 48.12 | | |
| 3888 | Intermountain Design Inc. | 49650 | board room modest panels | 02/11/2019 | 1,403.84 | 63258 | 04/05/2019 |
| Total 3888: | | | | | 1,403.84 | | |
| 3966 | Involta | 0038279 | Website Hosting Services | 03/31/2019 | 1,347.90 | 63270 | 04/25/2019 |
| Total 3966: | | | | | 1,347.90 | | |
| 2288 | Jensen Belts Associates | 1765-11 | WD, Downtown Urban Par | 03/31/2019 | 663.55 | 11190 | 04/29/2019 |
| Total 2288: | | | | | 663.55 | | |
| 2360 | Kittelson & Associates Inc. | 0101185 | Traffic Analysis - 8th Street | 02/28/2019 | 420.00 | 63259 | 04/05/2019 |
| Total 2360: | | | | | 420.00 | | |
| 3439 | KPFF Consulting Engineer | 257199 | 10th & Front Garage Refur | 02/28/2019 | 135.00 | 11184 | 04/10/2019 |
| | | 257722 | 10th & Front Garage Refur | 02/28/2019 | 575.00 | 11184 | 04/10/2019 |
| | | 257722 | 10th & Front Parking Gara | 02/28/2019 | 28,669.00 | 11184 | 04/10/2019 |
| Total 3439: | | | | | 29,379.00 | | |
| 2465 | Materials Testing & Inspect | 162132 | BikeBOI Bike Shelter (spec | 03/22/2019 | 921.40 | 11178 | 04/09/2019 |
| | | 162695 | BikeBOI Bike Shelter (spec | 03/31/2019 | 281.76 | 11191 | 04/29/2019 |
| Total 2465: | | | | | 1,203.16 | | |
| 4064 | PGAV Planner LLC | 110208 | Bench URD - Eligibility Stu | 03/31/2019 | 9,550.94 | 63279 | 04/26/2019 |
| | | 110208 | Bench URD - Eligibility Stu | 03/31/2019 | 1,022.81 | 63279 | 04/26/2019 |
| Total 4064: | | | | | 10,573.75 | | |
| 2774 | Pro Care Landscape Mana | 25202 | 9th & Main Garage | 03/31/2019 | 115.89 | 63260 | 04/05/2019 |
| | | 25249 | 10th & Front Garage | 03/31/2019 | 285.00 | 63260 | 04/05/2019 |
| | | 25250 | 9th & Front Garage | 03/31/2019 | 46.00 | 63260 | 04/05/2019 |
| | | 25251 | 9th & Main Garage | 03/31/2019 | 46.00 | 63260 | 04/05/2019 |
| | | 25327 | Spring 2019 Tree Grates - | 03/31/2019 | 278.00 | 63260 | 04/05/2019 |
| | | 25328 | Spring 2019 Tree Grates - | 03/31/2019 | 413.00 | 63260 | 04/05/2019 |
| | | 25329 | Spring 2019 Tree Grates - | 03/31/2019 | 503.00 | 63260 | 04/05/2019 |
| | | 25330 | Spring 2019 Tree Grates - | 03/31/2019 | 210.00 | 63260 | 04/05/2019 |
| | | 25331 | Spring 2019 Tree Grates - | 03/31/2019 | 458.00 | 63260 | 04/05/2019 |
| Total 2774: | | | | | 2,354.89 | | |
| 2798 | Quadrant Consulting Inc. | 10333 | Undergrounding Power - 1 | 03/21/2019 | 987.94 | 63261 | 04/05/2019 |
| | | 10333 | Undergrounding Power - 1 | 03/21/2019 | 232.79 | 63261 | 04/05/2019 |
| | | 10334 | 5th St Utility Undergroundi | 03/21/2019 | 3,332.20 | 63261 | 04/05/2019 |
| Total 2798: | | | | | 4,552.93 | | |
| 3896 | Rim View LLC | APR 2019 | Monthly Rent and NNN - Tr | 04/01/2019 | 13,713.94 | 63253 | 04/01/2019 |
| Total 3896: | | | | | 13,713.94 | | |

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Check Amount | Check Number | Check Issue Date |
|---------------|-----------------------------|----------------|------------------------------|--------------|--------------|--------------|------------------|
| 3796 | Scheidt & Bachmann USA | 36448 | March 2019 Merchant Fee | 03/31/2019 | 1,021.84 | 11192 | 04/29/2019 |
| | Total 3796: | | | | 1,021.84 | | |
| 3542 | Security LLC - Plaza 121 | APR 2019 | Office rent | 04/01/2019 | 13,271.50 | 63254 | 04/01/2019 |
| | Total 3542: | | | | 13,271.50 | | |
| 3974 | Stability Networks Inc. | 29040 | IT Services 2019 | 03/31/2019 | 1,960.00 | 11198 | 04/30/2019 |
| | | 29040 | Azure Cloud Backup | 03/31/2019 | 420.00 | 11198 | 04/30/2019 |
| | | 29040 | Phone System Support | 03/31/2019 | 85.00 | 11198 | 04/30/2019 |
| | | 29159 | Microsoft Licensing | 03/31/2019 | 5,391.00 | 11198 | 04/30/2019 |
| | Total 3974: | | | | 7,856.00 | | |
| 3029 | State Insurance Fund | 20446399 | Installment Premium | 03/26/2019 | 1,089.00 | 63262 | 04/05/2019 |
| | Total 3029: | | | | 1,089.00 | | |
| 3242 | Suez Water Idaho | 0025 MAR19 | 437 S 9th St irri #06006688 | 03/14/2019 | 28.30 | 11174 | 04/01/2019 |
| | | 2853 MAR19 | Eastman office #06000337 | 03/13/2019 | 57.12 | 11172 | 04/01/2019 |
| | | 4259 MAR19 | 516 S 9th St irri #06006391 | 03/14/2019 | 28.30 | 11173 | 04/01/2019 |
| | | 8504 MAR19 | Grove & 10th #060035756 | 03/14/2019 | 48.06 | 11175 | 04/01/2019 |
| | Total 3242: | | | | 161.78 | | |
| 4109 | Syringa Networks | 20339 APR1 | internet & data | 04/01/2019 | 641.25 | 63271 | 04/25/2019 |
| | Total 4109: | | | | 641.25 | | |
| 3831 | The Land Group Inc. | 0141434 | RD, Alley Program - Grove | 03/31/2019 | 9,817.29 | 11199 | 04/30/2019 |
| | | 0141434 | RD, Alley Program - Grove | 03/31/2019 | 800.00 | 11199 | 04/30/2019 |
| | | 0141435 | 6th Street Streetscapes, M | 03/31/2019 | 14,284.78 | 11199 | 04/30/2019 |
| | Total 3831: | | | | 24,902.07 | | |
| 4074 | The Potting Shed | 16610 | Interior Plant Maint. | 03/31/2019 | 65.00 | 63272 | 04/25/2019 |
| | Total 4074: | | | | 65.00 | | |
| 3923 | Trailhead | 56159 | Suez - 60% | 03/31/2019 | 74.51 | 11193 | 04/29/2019 |
| | | 56159 | Idaho Power - 60% | 03/31/2019 | 164.92 | 11193 | 04/29/2019 |
| | | 56159 | Intermountain Gas - 60% | 03/31/2019 | 163.24 | 11193 | 04/29/2019 |
| | Total 3923: | | | | 402.67 | | |
| 3170 | Treasure Valley Coffee Inc. | 06003174 | Coffee & tea | 03/18/2019 | 143.77 | 63263 | 04/05/2019 |
| | | 06022683 | Office/Kitchen Supplies | 03/20/2019 | 15.35 | 63263 | 04/05/2019 |
| | | 06047128 | Cooler Rental | 04/02/2019 | 106.00 | 63273 | 04/25/2019 |
| | Total 3170: | | | | 265.12 | | |
| 3233 | United Heritage | 02014-001 A | Disability insurance - April | 04/01/2019 | 1,392.62 | 63264 | 04/05/2019 |
| | Total 3233: | | | | 1,392.62 | | |
| 3835 | US Bank - Credit Cards | 03.25.2019 | Parking Facilities Improve | 03/25/2019 | 1,564.00 | 11185 | 04/12/2019 |

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Check Amount | Check Number | Check Issue Date |
|---------------|-----------------------------|----------------|----------------------------|--------------|--------------|--------------|------------------|
| | | 03.25.2019 | Parking Facilities Improve | 03/25/2019 | 3,051.08 | 11185 | 04/12/2019 |
| | | 03.25.2019 | Voice, data & webhosting s | 03/25/2019 | 56.29 | 11185 | 04/12/2019 |
| | | 03.25.2019 | Office Supplies | 03/25/2019 | 760.30 | 11185 | 04/12/2019 |
| | | 03.25.2019 | Postage | 03/25/2019 | 108.68 | 11185 | 04/12/2019 |
| | | 03.25.2019 | Dues & Subscriptions | 03/25/2019 | 1,680.00 | 11185 | 04/12/2019 |
| | | 03.25.2019 | Travel & Meeting(non-local | 03/25/2019 | 2,022.38 | 11185 | 04/12/2019 |
| | | 03.25.2019 | Personnel Training (Local) | 03/25/2019 | 1,405.00 | 11185 | 04/12/2019 |
| | | 03.25.2019 | Local Meetings & Transpor | 03/25/2019 | 162.81 | 11185 | 04/12/2019 |
| | | 03.25.2019 | Office Furniture & Equipme | 03/25/2019 | 145.95 | 11185 | 04/12/2019 |
| | | 03.25.2019 | Computer Equipment | 03/25/2019 | 119.99 | 11185 | 04/12/2019 |
| | | 03.25.2019 | Banking & Merchant Fees | 03/25/2019 | 83.80 | 11185 | 04/12/2019 |
| Total 3835: | | | | | 11,160.28 | | |
| 4068 | Veritas Material Consulting | 1146 | 10th & Front Garage Refur | 03/01/2019 | 2,100.00 | 63265 | 04/05/2019 |
| | | 1194 | 10th & Front Garage Refur | 03/31/2019 | 2,000.00 | 63274 | 04/25/2019 |
| Total 4068: | | | | | 4,100.00 | | |
| 3841 | VoiceText Communications | 331422 | Conference calls | 03/31/2019 | 4.53 | 11179 | 04/09/2019 |
| Total 3841: | | | | | 4.53 | | |
| 3997 | Wash Worx | 000362 | grove brick replacements | 03/20/2019 | 150.00 | 11180 | 04/09/2019 |
| Total 3997: | | | | | 150.00 | | |
| 3365 | Westerberg & Associates | 220 | Legislative Advisement Ser | 03/29/2019 | 5,000.00 | 11181 | 04/09/2019 |
| Total 3365: | | | | | 5,000.00 | | |
| 3374 | Western States Equipment | IN000944408 | Bldg 8 generator maintena | 04/10/2019 | 278.16 | 63275 | 04/25/2019 |
| Total 3374: | | | | | 278.16 | | |
| 3990 | Xerox Corporation | 096521021 | Copier Lease | 03/31/2019 | 488.65 | 11194 | 04/29/2019 |
| Total 3990: | | | | | 488.65 | | |
| Grand Totals: | | | | | 949,441.56 | | |

Report Criteria:

Detail report type printed

MINUTES OF REGULAR MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
121 N. 9th St., Conference Room
Boise, ID 83702
April 8, 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 Ryan Woodings, Commissioner Maryanne Jordan and Commissioner Dana Zuckerman.

Absent: Commissioner Ben Quintana, Commissioner Gordon Jones

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Max Clark, Director of Parking & Mobility, Ross Borden, Finance & Administration Director, Mary Watson, General Counsel & Contracts Manager; Doug Woodruff, Senior Project Manager; Laura Williams, Project Manager; Matt Edmond, Project Manager; Shellan Rodriguez, Real Estate Development Manager; Kevin Martin, Project Manager, 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 – March 2019
- B. Minutes and Reports
 - 1. Approval of March 11, 2019 Meeting Minutes

Commissioner Woodings moved to approve the Consent Agenda.

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

IV. ACTION ITEM

A. CONSIDER: CIP Update/Revisions

Kevin Martin, CCDC Project Manager - Economic Development, gave a report.

Commissioner Woodings moved to approve the 2019-2023 Amended CIP.

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

B. CONSIDER: Approval Resolution #1598 - Eligibility Report, New URD – Central Bench

Doug Woodruff, CCDC Senior Project Manager – Capital Improvements, Andy Struckhoff, Vice President, PGAV Planners and Jill Mead, GIS Manager, PGAV Planners gave a report.

Commissioner Woodings moved to adopt Resolution #1598, approving the Eligibility Report, New URD – Central Bench.

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

The Board directed CCDC staff and counsel to consider how to address any additional areas adjacent to the proposed project area concerning sidewalks and other improvements for pedestrian safety.

C. CONSIDER: Approval Resolution #1596 - The Disposition and Development Agreement for 429 S 10th Street with Boise City

Laura Williams, CCDC Project Manager – Property Development, and Ryan Armbruster, Agency Legal Counsel, gave a report.

Commissioner Woodings moved to adopt Resolution #1596 - The Disposition and Development Agreement for 429 S 10th Street with Boise City.

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

D. CONSIDER: Approval Resolution #1597 - Awarding Contract for 15th Street Utility Underground and Duct Bank

Matt Edmond, CCDC Project Manager – Capital Improvements, gave a report.

Commissioner Woodings moved to approve Resolution #1597 - Awarding Contract for 15th Street Utility Underground and Duct Bank.

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

V. INFORMATION/DISCUSSION ITEMS

A. Block 7 Alley Design Update

Matt Edmond, CCDC Project Manager – Capital Improvements, gave a report.

B. Mobility Related Ideas

Chair Zuckerman, gave a report.

Commissioner Ludwig left the meeting at 1:20 pm.

C. Mobility Updates

Max Clark, CCDC Director of Parking & Mobility and Kaite Justice, Program Director, Downtown Mobility Collaborative, gave a report.

D. Westside URD - Boundary Adjustment

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

VI. REGULAR MEETING ADJOURNMENT

Commissioner Woodings moved to adjourn the meeting, Commissioner Jordan seconded the motion. All said Aye 4-0. The meeting adjourned at 1:40 p.m.

With the Quorum dissolved no further action was taken. Information/Discussion Item E, CCDC Monthly Report was not discussed.

No Executive Session was held.

- - - -

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 13th DAY OF MAY 2019.

Dana Zuckerman, Chair

David H. Bieter, Secretary



FY2019 Year-To-Date Financial Report (Unaudited)
Through SECOND QUARTER
October 1, 2018 - March 31, 2019

Prepared by: Joey Chen, Controller
May 7, 2019



FY2019 Year-to-Date Financial Report (Unaudited)
Through SECOND QUARTER
October 1, 2018 – March 31, 2019

REVENUES:

The actual tax increment revenues for the first two quarters were consistent with expectation, at 60% of the total annual budgeted amount.

Total parking revenues were also consistent with expectation, at 51% of the total annual budget amount at the end of the second quarter.

EXPENSES:

As of March 31, 2019, Agency's operating expenses were 39% of the annual budget amount. Capital outlay expenditures for the first two quarters were at 3% of the annual budget. Most of the expenses for capital projects hit during the construction season which corresponds with the Agency's third and fourth quarters. Capital projects planning and design were underway in the first two quarters.

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

Revenues

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

Expenses

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

| | FY2019 Total Budget | FY2019 Q2 Actual | % Actual To Total Budget |
|---|---------------------------|------------------------|--------------------------------|
| REVENUE SUMMARY | | | |
| Revenue from Operations | | | |
| Revenue Allocation (Tax Increment)..... | 14,400,000 | 8,674,626 | 60% |
| Parking Revenue..... | 8,401,835 | 4,310,498 | 51% |
| Other Revenues (Various Reimbursements)..... | 6,647,700 | 269,888 | 4% |
| Subtotal | \$ 29,449,535 | \$ 13,255,012 | 45% |
| Other Sources | | | |
| Misc. Revenues (Grants/Leases/Property Transactions)..... | 430,000 | 480,345 | 112% |
| Term Loan/Bond Financing..... | 14,600,000 | - | 0% |
| Use of (Transfer to) Working Capital / Fund Balance..... | 13,379,827 | (8,660,600) | -65% |
| Subtotal | \$ 28,409,827 | \$ (8,180,255) | -29% |
| Subtotal - Revenue from Operations | \$ 57,859,362 | \$ 5,074,757 | 9% |
| Pass-Through Revenue | | | |
| Ada County Parcels Ground Leases..... | 409,267 | 46,134 | 11% |
| Subtotal | \$ 409,267 | \$ 46,134 | 11% |
| TOTAL REVENUE | \$ 58,268,629 | \$ 5,120,891 | 9% |

| | FY2019 Total Budget | FY2019 Q2 Actual | % Actual To Total Budget |
|---|---------------------------|------------------------|--------------------------------|
| EXPENSE SUMMARY | | | |
| Operating Expense | | | |
| Interagency Partnerships..... | 109,800 | 41,100 | 37% |
| Legal Services..... | 294,000 | 95,376 | 32% |
| Parking Operator (Contractor)..... | 2,104,863 | 972,569 | 46% |
| Personnel Costs..... | 2,145,000 | 1,027,457 | 48% |
| Professional Services | 2,287,900 | 287,980 | 13% |
| Rent/Maintenance/Office..... | 1,270,766 | 751,501 | 59% |
| Repairs/Maintenance: Streets & Facilities..... | 271,000 | 105,187 | 39% |
| Subtotal | \$ 8,483,329 | \$ 3,281,170 | 39% |
| Debt Service & Contractual Obligations | | | |
| Debt Service/Contractual Obligations..... | \$ 6,532,033 | \$ 441,517 | 7% |
| Capital Outlay | | | |
| Capital Improvement Plan (CIP)..... | 39,755,500 | 812,766 | 2% |
| Parking Reinvestment Plan (PRP)..... | 2,075,000 | 394,991 | 19% |
| Mobility Projects..... | 1,013,500 | 144,313 | 14% |
| Subtotal | \$ 42,844,000 | \$ 1,352,070 | 3% |
| Subtotal - Expenses for Operations | \$ 57,859,362 | \$ 5,074,757 | 9% |
| Pass-Through Expense | | | |
| Ada County Parcels Ground Leases..... | 409,267 | 46,134 | 11% |
| Subtotal | \$ 409,267 | \$ 46,134 | 11% |
| TOTAL EXPENSE | \$ 58,268,629 | \$ 5,120,891 | 9% |

FY2019 OPERATING REVENUES through 2nd Quarter

QUARTERLY REVENUE REPORT PROPERTY TAX REVENUE ALLOCATION DISTRICT (RAD) & PARKING SYSTEM SUMMARY Q2 (October 2018 thru March 2019)

| Activity | FY 2018 | FY 2019 | FY 2019 | | | |
|-------------------------------------|-------------------|---|-------------------|-------------------|--------------------|-------------------|
| | Total Actual | Total Budget | YTD Budget | YTD Actual | YTD Variance \$ | YTD Variance % |
| TIF BY DISTRICT | | | | | | |
| Central | 5,084,714 | <i>Central District Terminated FY18</i> | | | | |
| River-Myrtle / Old Boise | 8,775,223 | 10,000,000 | 6,040,191 | 6,110,357 | 70,166 | 1% |
| Westside | 3,250,614 | 3,700,000 | 2,197,299 | 2,192,368 | (4,931) | 0% |
| 30th Street | 689,034 | 700,000 | 410,039 | 371,901 | (38,138) | -9% |
| TOTAL RAD | 17,799,585 | 14,400,000 | 8,647,529 | 8,674,626 | 27,097 | 0% |
| PARKING BY GARAGE | | | | | | |
| 9th & Main (Eastman) | 1,418,834 | 1,516,505 | 789,402 | 774,028 | (15,374) | -2% |
| Capitol & Main (Cap Terrace) | 1,965,571 | 2,186,800 | 1,119,279 | 1,115,032 | (4,247) | 0% |
| 9th & Front (City Centre) | 1,604,762 | 1,606,835 | 830,518 | 905,436 | 74,918 | 9% |
| 10th & Front (Grove st.) | 1,129,868 | 1,265,880 | 644,620 | 576,859 | (67,761) | -11% |
| Capitol & Front (Boulevard) | 434,625 | 533,683 | 275,635 | 265,983 | (9,652) | -4% |
| Capitol & Myrtle (Myrtle st.) | 945,013 | 941,103 | 485,731 | 485,488 | (243) | 0% |
| 11th & Front (CCDC's portion 30.1%) | 125,381 | 286,029 | 136,640 | 148,867 | 12,227 | 9% |
| Misc. Parking | 68,638 | 65,000 | 32,500 | 38,805 | 6,305 | 19% |
| TOTAL PARKING | 7,692,692 | 8,401,835 | 4,314,325 | 4,310,498 | (3,827) | 0% |
| Other | 507,870 | 6,647,700 | 216,600 | 269,888 | 53,288 | 25% |
| TOTAL | 26,000,147 | 29,449,535 | 13,178,454 | 13,255,012 | 76,558 | 1% |

RECONCILIATION TO FY2019 BUDGETED OPERATING REVENUES

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

Capital City Development Corporation
Balance Sheet - Governmental Funds
March 31, 2019

| | General Fund | River Myrtle District RA Fund | Westside District RA Fund | 30th Street District RA Fund | Parking Fund | Total |
|---|------------------|----------------------------------|------------------------------|------------------------------------|-------------------|-------------------|
| ASSETS | | | | | | |
| Cash and investments | 1,400,000 | 24,017,594 | 4,359,756 | 1,579,147 | 8,921,557 | 40,278,054 |
| Accounts receivable | 96,257 | - | 64,150 | - | 759 | 161,166 |
| Interest receivable | 18,639 | - | - | - | - | 18,639 |
| Taxes receivable | - | 3,664,649 | 1,417,339 | 268,068 | - | 5,350,056 |
| Prepays | - | 10,792 | - | - | - | 10,792 |
| Restricted cash | - | 1,431,848 | - | - | 2,437,212 | 3,869,060 |
| Property held for resale or development | - | 54,490 | 7,129,390 | - | - | 7,183,880 |
| TOTAL ASSETS | 1,514,896 | 29,179,373 | 12,970,635 | 1,847,215 | 11,359,528 | 56,871,647 |
| LIABILITIES AND FUND BALANCES | | | | | | |
| LIABILITIES | | | | | | |
| Accounts payable | 69,596 | 36,375 | 5,110 | 875 | 746,537 | 858,493 |
| Accrued liabilities | 98,871 | - | 9,387 | - | - | 108,258 |
| Refundable deposits | - | - | 11,526 | - | - | 11,526 |
| Total liabilities | 168,467 | 36,375 | 26,023 | 875 | 746,537 | 978,277 |
| DEFERRED INFLOWS OF RESOURCES | | | | | | |
| Unavailable property tax | - | 3,664,649 | 1,417,339 | 268,068 | - | 5,350,056 |
| Total deferred inflows of resources | - | 3,664,649 | 1,417,339 | 268,068 | - | 5,350,056 |
| FUND BALANCES | | | | | | |
| Nonspendable | - | 65,282 | 7,129,390 | - | - | 7,194,672 |
| Restricted | - | 25,413,067 | 4,397,883 | 1,578,272 | 1,937,201 | 33,326,423 |
| Committed | - | - | - | - | 500,000 | 500,000 |
| Assigned | - | - | - | - | 8,175,790 | 8,175,790 |
| Unassigned | 1,346,429 | - | - | - | - | 1,346,429 |
| Total fund balances | 1,346,429 | 25,478,349 | 11,527,273 | 1,578,272 | 10,612,991 | 50,543,314 |
| TOTAL LIABILITIES DEFERRED INFLOWS OF RESOURCES AND FU | 1,514,896 | 29,179,373 | 12,970,635 | 1,847,215 | 11,359,528 | 56,871,647 |

FUND BALANCE DEFINITIONS

Nonspendable: cannot be spent because they are not in spendable form or are legally or contractually required to remain intact.

Restricted: can be spent for only stipulated purposes as determined by law or external resource providers.

Committed: can be spent for only specific purposes as determined by formal CCDC Board action.

Assigned: intended for specific purposes but not committed or restricted.

Unassigned: all other funds ; typically the General Fund.



AGENDA BILL

| | | |
|--|--|------------------------------|
| Agenda Subject: Capitol Terrace Condominiums – Second Amendment to Condominium Declaration | | Date: May 13, 2019 |
| Staff Contact: Mary Watson General Counsel / Contracts Manager | Attachments: A: Resolution No. 1603 B: <i>Second Amendment to Amended and Restated Condominium Declaration for Capitol Terrace Condominiums</i> | |
| Action Requested: Adopt Resolution No. 1603 authorizing the Chairman and Secretary to execute the <i>Second Amendment to Amended and Restated Condominium Declaration for Capitol Terrace Condominiums.</i> | | |

BACKGROUND

The Capitol Terrace parking garage and retail condominiums were constructed in 1988. The Agency, as owner of the condominium known as the Capitol & Main Parking Garage, and Hawkins Companies, as owner of the retail condominiums, are the only two members of the Capitol Terrace Condominium Association. The two owners share management and expenses as guided by the condominium declaration.

Hawkins Companies is making tenant improvements to its condominiums and desires to re-characterize some of the retail common area spaces as limited common area. While “common area” can be used by all, “limited common area” can be used exclusively by the owner/tenant of the appurtenant condominium. Hawkins’ desire is to activate some of the traditionally empty breezeway spaces as tenant-specific spaces. Doing so would shift more of the retail-appurtenant expenses to Hawkins Companies, but the Agency’s 50/50 partnership with Hawkins would not change. This plan was previewed by the Board at its March 11, 2019, meeting.

The Condominium Declaration is subject to amendment at any time by the condominium owners; the Declaration saw its last major amendment in 2008. After discussions with the Agency, Hawkins Companies drafted the *Second Amendment to Amended and Restated Condominium Declaration for Capitol Terrace Condominiums* (Attachment B) to accomplish the re-characterization of certain common area spaces. As retail success will positively affect parking garage success, activating more of the retail-appurtenant spaces with this *Second Amendment* is in the interest of both the Agency and Hawkins Companies.

FISCAL NOTES

The Agency's annual share of common area expenses is approximately \$52,000. The Agency anticipates reduced expenses as common areas become limited common areas.

STAFF RECOMMENDATION

Adopt Resolution No. 1603 authorizing the Chair and Secretary to execute the *Second Amendment to Amended and Restated Condominium Declaration for Capitol Terrace Condominiums*.

Suggested Motion:

I move adoption of Resolution No. 1603 authorizing the Chairman and Secretary execute the *Second Amendment to Amended and Restated Condominium Declaration for Capitol Terrace Condominiums*.

RESOLUTION NO. 1603

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE SECOND AMENDMENT TO AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR CAPITOL TERRACE CONDOMINIUMS; AUTHORIZING AND DIRECTING THE CHAIRMAN AND SECRETARY TO EXECUTE THE AMENDMENT; 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 Agency and Hawkins Companies LLC ("Hawkins") collectively own 100% of the real property and improvements commonly known as the Capitol Terrace Condominiums located in Boise, Ada County, Idaho, and more particularly described in that certain Amended and Restated Condominium Declaration for Capitol Terrace Condominiums, recorded with the Office of the Ada County Recorder on May 7, 2008, as Instrument No. 108053698 (the "Declaration"); and,

WHEREAS, the Agency and Hawkins desire to change portions of the Common Area around the Retail Units into Limited Common Area in order to activate some of the breezeway spaces as tenant-specific spaces as well as decrease the area of the Building that the Agency must contribute to improve, maintain, repair, and replace; and,

WHEREAS, the Agency and Hawkins have jointly prepared the *Second Amendment to Amended and Restated Condominium Declaration for Capitol Terrace Condominiums*, attached hereto as Exhibit A and incorporated herein, in order effectuate the changes desired by the parties; and,

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve the *Second Amendment to Amended and Restated Condominium Declaration for Capitol Terrace Condominiums*.

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

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

Section 2: That the *Second Amendment to Amended and Restated Condominium Declaration for Capitol Terrace Condominiums*, attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Chairman and Secretary of the Agency Board of Commissioners are hereby authorized to execute the *Second Amendment to Amended and Restated Condominium Declaration for Capitol Terrace Condominiums*.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on May 13, 2019. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on May 13, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chairman

ATTEST:

By: _____
David H. Bieter, Secretary

EXHIBIT A TO RESOLUTION NO. 1603

After Recording, Please Return to:

Hawkins Companies LLC
Attention: Brett R. Hamm
855 West Broad Street, Suite 300
Boise, ID 83702

SECOND AMENDMENT TO AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR CAPITOL TERRACE CONDOMINIUMS

This Second Amendment to Amendment and Restated Condominium Declaration for Capitol Terrace Condominiums (“**Amendment**”) is made as of the ____ day of _____ 2019, by GRHH Capitol Terrace LLC, an Idaho limited liability company, HC Capitol Terrace LLC, an Idaho limited liability company (collectively “**Hawkins**”), and the Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation and formerly known as the Boise Redevelopment Agency (“**Agency**”).

RECITALS

A. Agency and Hawkins collectively own 100% of the real property and improvements commonly known as the Capitol Terrace Condominiums located in Boise, Ada County, Idaho, and more particularly described in that certain Amended and Restated Condominium Declaration for Capitol Terrace Condominiums recorded May 7, 2008 as Instrument No. 108053698, as previously modified (the “Declaration”) and on Schedule 1 hereto.

B. Agency and Hawkins desire to change portions of the Common Area around the Retail Units into Limited Common Area to decrease the area of the Building containing the Retail Units that the Agency must contribute to improve, maintain, repair, and replace.

THEREFORE, pursuant to Section 15.1 of the Declaration, the Declaration is hereby amended as follows:

1. Capitalized Terms. All capitalized terms not otherwise defined in this Amendment shall have the meaning given in the Declaration.

2. Additional Limited Common Area. Section 4.2.1 of the Declaration is amended by adding the following additional Limited Common Areas:

(h) Retail Unit Limited Common Area. In addition to landing and stairs referenced in the immediately preceding item (g), the patio areas and hallway areas marked on Exhibit E as "Limited Common Area" shall be Limited Common Area appurtenant to the Retail Units.

3. Exhibit E. Exhibit E attached hereto is hereby added as Exhibit E to the Declaration.

4. This Amendment may be signed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

**URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO,
ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION
AND FORMERLY KNOWN AS THE BOISE REDEVELOPMENT AGENCY**

By: Dana Zuckerman, Chairman

By: David H. Bieter, Secretary

GRHH CAPITOL TERRACE LLC

By: GRH Management LLC, an Idaho limited liability company
Its: Manager

By: _____
Print Name: _____
Its: _____

HC CAPITOL TERRACE LLC

By: GRH Management LLC, an Idaho limited liability company
Its: Manager

By: _____
Print Name: _____
Its: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____ 2019, before me, _____ the undersigned notary public in and for said State, personally appeared DANA ZUCKERMAN and DAVID H. BIETER, known or identified to me to be the Chairman and the Secretary, respectively, of the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION AND FORMERLY KNOWN AS THE BOISE REDEVELOPMENT AGENCY, the public body, corporate and politic, that executed within and foregoing instrument, and acknowledged to me that they executed the same on behalf of said Boise Redevelopment Agency.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for Idaho
Residing at _____
My Commission Expires _____

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on _____, 2019, by _____ as _____ of GRH Management LLC, an Idaho limited liability company, the Manager of GRHH CAPITOL TERRACE LLC and the Manager of HC CAPITOL TERRACE LLC.

Notary Public for Idaho
My Commission Expires: _____

SCHEDULE 1
Legal Description of Project

PARCEL 1:

CONDOMINIUM UNITS 1, 4, 6, 9, 11, 12, 13, AND 14 AS SHOWN ON THE CONDOMINIUM MAP OF CAPITOL TERRACE CONDOMINIUM, FILED IN BOOK 56 OF PLATS AT PAGES 5172, 5173, 5174 AND 5175 AS INSTRUMENT NO. 8905430 AND AS DEFINED AND DESCRIBED IN THE AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR CAPITOL TERRACE CONDOMINIUMS RECORDED IN THE RECORDS OF ADA COUNTY, IDAHO, AS INSTRUMENT NO. 108053698.

TOGETHER WITH THAT PORTION OF THE COMMON AREA DESCRIBED IN DEED RECORDED JUNE 27, 1994, AS INSTRUMENT NO. 94061037, ADA COUNTY RECORDS.

EXCEPTING THOSE PORTIONS OF THE COMMON AREAS DESCRIBED IN DEED RECORDED JUNE 27, 1994 AS INSTRUMENT NO. 94061038 AND IN DEED RECORDED NOVEMBER 4, 1994 AS INSTRUMENT NO. 94098493, ADA COUNTY RECORDS.

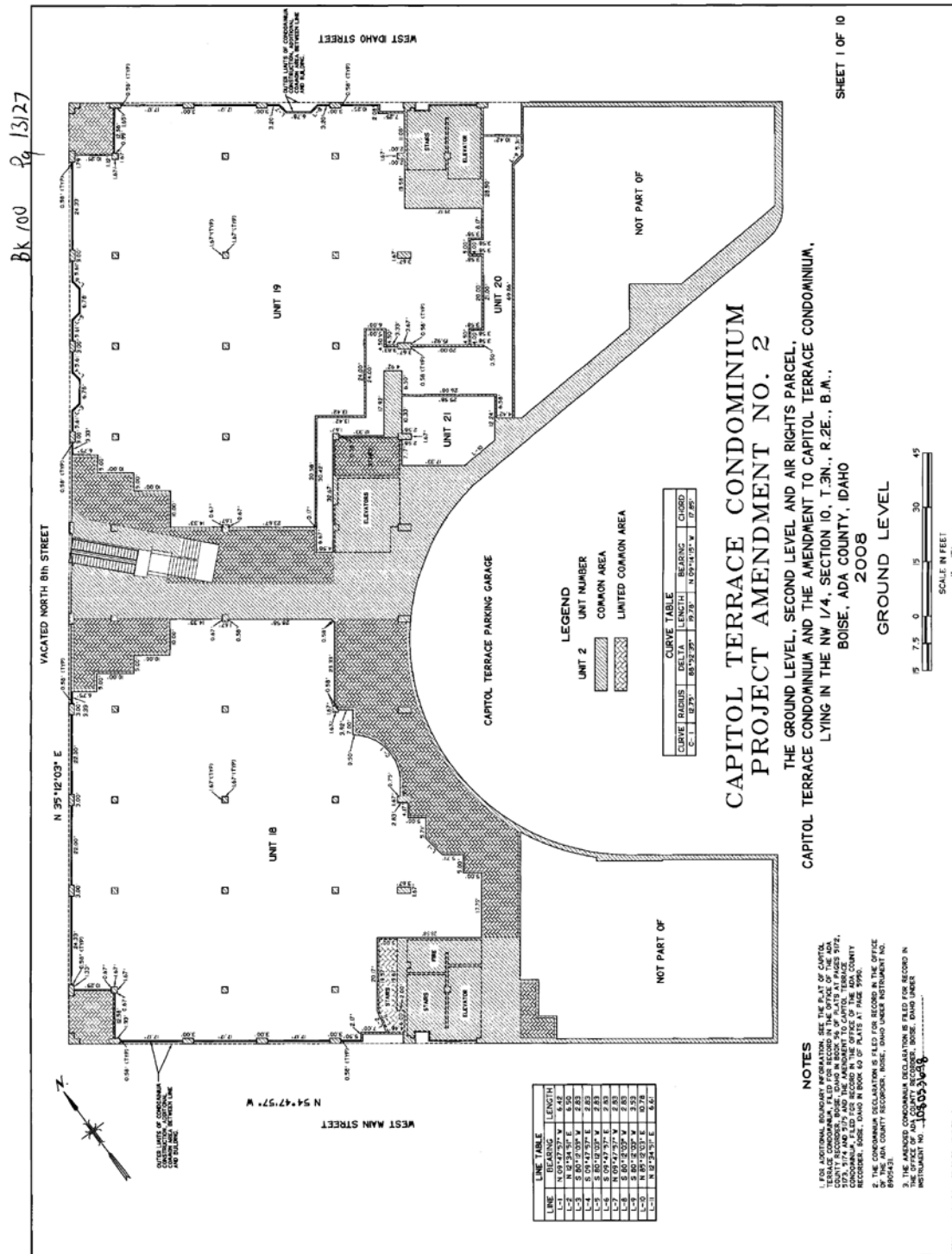
PARCEL 2:

CONDOMINIUM UNITS 18 THROUGH AND INCLUDING 29 AS SHOWN ON THE PLAT FOR CAPITOL TERRACE CONDOMINIUM APPEARING IN THE RECORDS OF ADA COUNTY, IDAHO, IN BOOK 56 OF PLATS AT PAGES 5172 THROUGH 5175 AS AMENDED BY THAT CERTAIN AMENDMENT TO CAPITOL TERRACE CONDOMINIUM FILED IN BOOK 60 OF PLATS AT PAGE 5950 AND AS AMENDED BY CAPITOL TERRACE CONDOMINIUM PROJECT AMENDMENT NO. 2 FILED IN BOOK 100 OF PLATS AT PAGES 13127 THROUGH 13136 AND AS DEFINED AND DESCRIBED IN THAT AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR CAPITOL TERRACE CONDOMINIUMS RECORDED IN THE RECORDS OF ADA COUNTY, IDAHO, AS INSTRUMENT NO. 108053698.

TOGETHER WITH THAT PORTION OF THE COMMON AREA DESCRIBED IN DEED RECORDED JUNE 27, 1994, AS INSTRUMENT NO. 94061037, ADA COUNTY RECORDS.

EXCEPTING THOSE PORTIONS OF THE COMMON AREAS DESCRIBED IN DEED RECORDED JUNE 27, 1994 AS INSTRUMENT NO. 94061038 AND IN DEED RECORDED NOVEMBER 4, 1994 AS INSTRUMENT NO. 94098493, ADA COUNTY RECORDS.

EXHIBIT E **Depiction of Retail Units Limited Common Area**



BK 100 Pg 13128

CAPITOL TERRACE CONDOMINIUM PROJECT AMENDMENT NO. 2

THE GROUND LEVEL, SECOND LEVEL AND AIR RIGHTS PARCEL,
CAPITOL TERRACE CONDOMINIUM AND THE AMENDMENT TO CAPITOL TERRACE CONDOMINIUM,
LYING IN THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
BOISE, ADA COUNTY, IDAHO
2008



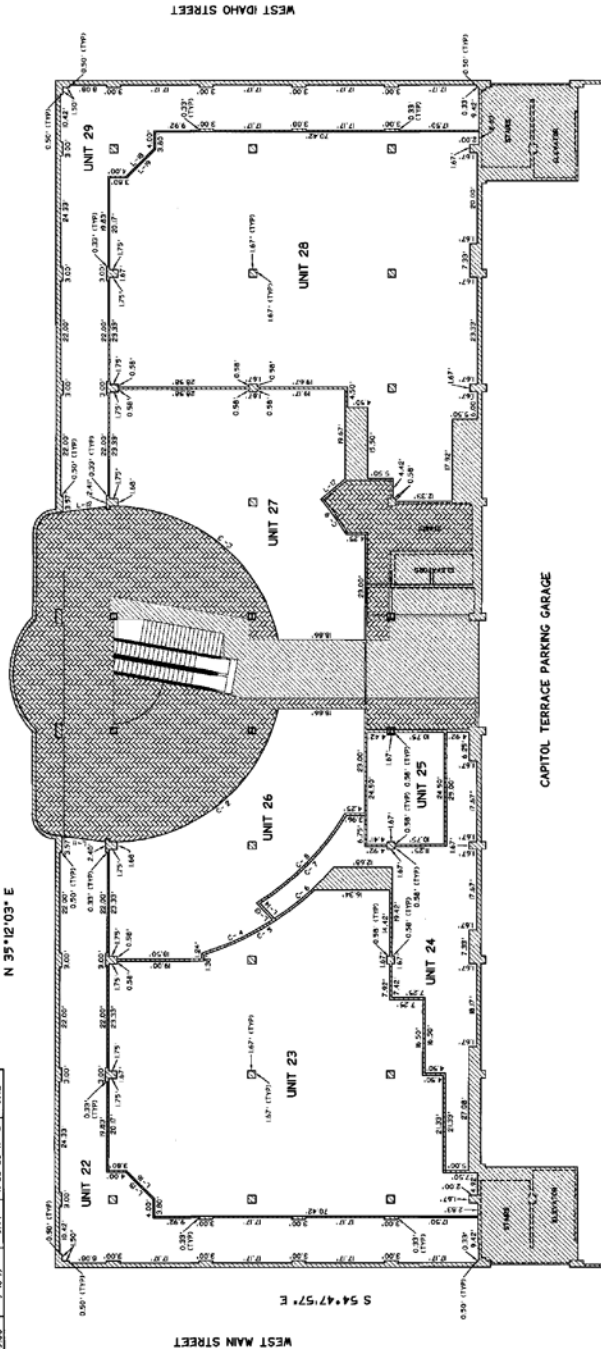
| CURVE TABLE | | | |
|-------------|--------|----------|-------|
| CURVE | RADIUS | DELTA | CHORD |
| C-1 | 36.67 | 76.9344° | 49.21 |
| C-2 | 36.67 | 76.9344° | 49.21 |
| C-3 | 36.67 | 76.9344° | 49.21 |
| C-4 | 36.67 | 76.9344° | 49.21 |
| C-5 | 36.67 | 76.9344° | 49.21 |
| C-6 | 36.67 | 76.9344° | 49.21 |
| C-7 | 36.67 | 76.9344° | 49.21 |
| C-8 | 36.67 | 76.9344° | 49.21 |
| C-9 | 36.67 | 76.9344° | 49.21 |



SECOND LEVEL

VACATED NORTH 8th STREET

N 35°12'03" E



| LINE TABLE | | |
|------------|---------------|--------|
| LINE | BEARING | LENGTH |
| L-1 | S 44°47'57" E | 9.97 |
| L-2 | S 44°47'57" E | 9.97 |
| L-3 | N 37°10'58" W | 9.08 |
| L-4 | N 37°10'58" W | 4.96 |
| L-5 | N 37°10'58" W | 6.76 |
| L-6 | N 37°10'58" W | 6.76 |
| L-7 | S 85°03'38" W | 6.66 |
| L-8 | S 85°03'38" W | 6.66 |
| L-9 | S 85°03'38" W | 6.76 |

LEGEND
UNIT 2
COMMON AREA
LIMITED COMMON AREA

SHEET 2 OF 10



AGENDA BILL

| | | |
|---|---|------------------------------|
| Agenda Subject: Cost Share/Type 4 Participation Agreement with ACHD for replacement of Gowen Road Bridge #2110 | | Date: May 13, 2019 |
| Staff Contact: Matt Edmond | Attachments: 1) Resolution No. 1605 | |
| Action Requested: Adopt Resolution No. 1605 authorizing Executive Director to execute a Cost Share/Type 4 Participation Agreement with the Ada County Highway District for shared construction costs of Gowen Road Bridge #2110. | | |

Background:

This cost share agreement is to construct a longer bridge span with the replacement of Gowen Road Bridge #2110 to accommodate a future multi-use pathway next to the Boise Valley Railroad beneath the bridge, in accordance with the Gateway East Plan. Staff first brought this item to the CCDC Board at its January 14, 2019 meeting. At that meeting, the CCDC board requested staff to gather more information on fiscal implications and opportunity costs of committing to this project at this early stage of the new district. At the February 11, 2019 Board meeting, staff provided an adjusted schedule of first quarter (FY2020-FY2024) costs in Gateway East that included the Gowen Road Bridge cost share planned in FY2022, with minimal impacts to other anticipated development in the District. The Board authorized the Executive Director to submit the ACHD Cost Share Application with the provision that the Board would be able to review the language prior to execution of the final agreement.

Some Board members were concerned that entering into the agreement would obligate CCDC for costs in a future year when district revenue is less certain. In order to address this concern, agency staff negotiated with ACHD that payment would be due, “no earlier than October 1, 2022 or as soon thereafter as financially feasible upon request of Partnering Agency to ACHD which consent shall not be unreasonably withheld.”

This cost share agreement does NOT include the proposed fiber optic conduit bank contemplated in previous discussions with the CCDC Board. That issue is still being negotiated, and was not as time-critical to the project design schedule as the bridge span length, and so it will likely be brought to the Board as a separate cost share agreement in the future. A cost share agreement for fiber optic conduit bank does not have to be executed until later stages of design, in late 2019/early 2020. Staff estimates that a cost share agreement for fiber optic conduit bank would incur a construction cost of approximately \$65,000 above and beyond this cost share agreement for a longer bridge span.

Fiscal Notes:

Staff estimates the cost of the longer bridge deck to be \$380,000; assuming \$260/square foot and some contingency. The total additional costs will be reimbursed based on actual costs as determined by bid results and subsequent construction of the project. Payment would be reimbursed to ACHD upon the completion of all construction, but no earlier than October 1, 2022. Current projections indicate CCDC should be able to make the payment as scheduled. With the addition of the flexibility provision CCDC may ask to defer payment until revenue is sufficient if necessary.

Next Steps:

- August 2019: CCDC adopts 2020-2024 CIP, including Gateway East District
- Early 2020: Design complete, Engineer's Estimate available
- August 2021: CCDC adopts FY2022 budget, including Gateway East District
- Winter 2021/2022: Project bidding and contract award
- Late 2022: Substantial completion, ACHD invoices CCDC for actual costs

Staff Recommendation:

Adopt Resolution No. 1605.

Suggested Motion:

I move adoption of Resolution No. 1605 authorizing the Executive Director to execute a Cost Share/Type 4 Participation Agreement with the Ada County Highway District for shared construction costs of Gowen Road Bridge #2110.

RESOLUTION NO. 1605

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE A COST SHARE PARTICIPATION AGREEMENT WITH THE ADA COUNTY HIGHWAY DISTRICT FOR SHARED CONSTRUCTION COSTS OF GOWEN ROAD BRIDGE #2110; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THE AGREEMENT INCLUDING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing to consider the Urban Renewal Plan for the Gateway East Economic Development District Project Area (the "Gateway East District Plan"), and following said public hearing the City adopted its Ordinance No. 58-18 on December 18, 2018, approving the Gateway East District Plan and making certain findings; and,

WHEREAS, the Gateway East District Plan contemplates \$100 million in public infrastructure improvements, including a shared use pathway adjacent to the Boise Valley Railroad, in order to promote active transportation in the Gateway East Urban Renewal District (the "District"); and,

WHEREAS, the Gateway East District Plan also contemplates a conduit bank along several major roadways in the District, including Gowen Road, for the extension of multiple fiber optic networks to current and future land uses within the District; and,

WHEREAS, the Ada County Highway District began design work in February 2019 to replace the 2-lane Gowen Road Bridge #2110 across the Boise Valley Railroad with a 4-lane bridge with bike lanes and sidewalks (the "Project"), in addition to widening Gowen Road between Eisenman Road and Exchange Street, all within the District; and,

WHEREAS, in order to accommodate a future shared use pathway adjacent to the Union Pacific Railroad right-of-way, the Ada County Highway District has agreed to design and construct a longer bridge span for Gowen Road Bridge #2110 if the Agency enters into a cost share agreement to pay the additional construction costs associated with that longer span; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and public to authorize the Agency Executive Director to execute the Cost Share Participation Agreement for construction of the Project.

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

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

Section 2: That the Cost Share Participation Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same are hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to execute the Cost Share Participation Agreement for the construction project at Gowen Road Bridge #2110; and further, is hereby authorized to take all necessary action to implement the Agreement including the expenditure of funds.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on May 13, 2019. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on May 13, 2019.


URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chairman

ATTEST:

By: _____
David H. Bieter, Secretary

**ADA COUNTY HIGHWAY DISTRICT
COST SHARE PERMIT**

| | | |
|---|--|---|
|  | 3775 Adams Street Garden City Idaho 83714 Phone (208) 387-6280 Facsimile (208) 387-6289 | ACHD Contact Person: Name: Brian McCarthy 3775 Adams Street Garden City Idaho 83714 Phone: (208) 387-6271 |
| Date of Permit: _____, 2019 | ACHD Project No.: 218049 | Permit No.: 033 |

Capitalized terms that are not defined in this Permit shall have the meanings given to them in the
ACHD Cost Share Ordinance No. 215.

I. PARTNERING AGENCY INFORMATION

| | |
|--|--|
| This permit is granted to: Capital City Development Corporation 121 N. 9 th St., Suite 501 Boise, Idaho 83702 | Partnering Agency Contact Person: |
| | Matt Edmond 121 N. 9 th St., Suite 501 Boise, Idaho 83702 |
| | Phone: (208) 384-4264 Email: medmond@ccdcb Boise.com |

II. ROAD PROJECT AND APPROVED NON-TRANSPORTATION COMPONENTS

| |
|---|
| Name/Location of ACHD Road Project: Gowen Road Bridge #2110, ACHD Project #218049, as depicted in the plan sheet attached hereto and incorporated herein as <u>Exhibit A</u> . |
| Approved Non-Transportation Components: Pursuant to this Permit, ACHD authorizes, and, as a condition of issuing this Permit, requires, the following Non-Transportation Components: <u>Construction of 14 Feet of Additional Span for Gowen Road Bridge #2110, as depicted on Exhibit A.</u> ACHD authorizes and requires the construction of 14 feet of additional span (the “ Additional Span ”) for Gowen Road Bridge #2110. As ACHD was already planning to reconstruct Gowen Road Bridge #2110, Partnering Agency shall only be responsible for the |

construction costs associated with the Additional Span.

In accordance with Ordinance 215, the foregoing Additional Span is referred to herein as the “Non-Transportation Components.”

III. ACQUISITION OF RIGHT-OF-WAY

Conditions of acquisition/contribution of real property by Partnering Agency and/or reimbursement to ACHD by Partnering Agency for acquisition of real property:

ACHD has already acquired or is in the process of acquiring right-of-way adequate for the Non-Transportation Components. Therefore, the acquisition of real property is not required of Partnering Agency.

IV. DESIGN OF NON-TRANSPORTATION COMPONENTS

Party responsible for obtaining plans/design for Non-Transportation Components:

ACHD is in the process of designing the Non-Transportation Components. Therefore, the designing of the Non-Transportation Components is not required of Partnering Agency.

If Partnering Agency is responsible for providing plans/designs, deadline for submitting plans/designs to ACHD for approval:

Not applicable due to the nature of the design.

Allocation of design costs for Non-Transportation Components (including, if applicable, any credits provided to Partnering Agency and application of any federal funding) and time for reimbursement, if applicable:

Partnering Agency shall not be responsible for the design costs incurred by ACHD due to the incorporation of the Non-Transportation Components. Partnering Agency shall receive no credits in connection with the design costs for the Non-Transportation Components.

Notwithstanding the foregoing, in the event that Partnering Agency elects to remove the Non-Transportation Components from the Road Project following its execution of this Permit, Partnering Agency shall be responsible for the design costs incurred by ACHD due to such removal, with payment of said design costs October 1, 2022 or as soon thereafter as financially feasible upon request of Partnering Agency to ACHD which consent shall not be unreasonably withheld.

V. CONSTRUCTION OF NON-TRANSPORTATION COMPONENTS

Description of construction work approved by ACHD to be completed by Partnering Agency (if applicable): (In addition to description, refer to designs and plans attached to this Permit as Exhibits, if applicable. If designs and plans are not complete at the time of issuance of this Permit, they must be approved in writing by ACHD and shall be incorporated into this Permit.)

ACHD shall construct the Non-Transportation Components.

If Partnering Agency is responsible for all or a part of the construction of the Non-Transportation Components:

a. Date for submitting Partnering Agency's contractors and engineers to ACHD for approval: Not applicable due to the nature of the construction.

b. Date for submitting Partnering Agency's contractors' and engineers' estimates to ACHD for approval: Not applicable due to the nature of the construction.

c. Date for submitting Partnering Agency's contractors' and engineers' contracts to ACHD for approval: Not applicable due to the nature of the construction.

Any modifications to the deadlines set forth above must be approved in writing by ACHD.

Allocation of construction costs for Non-Transportation Components, reconstruction costs of Transportation Components necessitated by the incorporation of Non-Transportation Components into the Road Project, ACHD construction, maintenance, administration, and overrun costs (including, if applicable, any credits provided to Partnering Agency and application of any federal funding), and time for reimbursement, if applicable:

Partnering Agency shall be solely responsible for all construction costs of the Non-Transportation Components. Partnering Agency shall receive no credits in connection with the construction of the Non-Transportation Components. Partnering Agency shall reimburse ACHD for the actual cost of all materials used, the cost of the relocation of any utilities necessitated by the Non-Transportation Components, and any other costs associated with the construction and installation of the Non-Transportation Components. Payment by Partnering Agency shall be made to ACHD within 30 days, but no earlier than October 1, 2022 or as soon thereafter as financially feasible upon request of Partnering Agency to ACHD which consent shall not be unreasonably withheld, following submission of an invoice by ACHD to Partnering Agency identifying such charges.

Relocation of utilities to be completed by Partnering Agency (if any):

Partnering Agency shall be solely responsible for the cost of relocating any utilities required in connection with the placement, incorporation, or construction of the Non-Transportation

| |
|--|
| Components. |
| <p>Storm water provisions (if applicable):</p> <p>Not applicable due to the nature of the construction.</p> <p><i>Additional conditions: Upon a determination by ACHD that the incorporation into the Road Project of Partnering Agency's Non-Transportation Components will have an adverse effect on storm water quantity or quality, Partnering Agency shall be solely responsible for either mitigating or funding the mitigation of any such adverse effects in a means determined by or acceptable to ACHD.</i></p> |
| <p>Schedule for completion of Road Project:</p> <p>At this time, ACHD's schedule for completion of the Transportation and Non-Transportation Components of the Road Project completion is unknown, but estimated to be Summer/Fall 2022.</p> |
| VI. MAINTENANCE OF NON-TRANSPORTATION COMPONENTS |
| <p>Maintenance requirements of Non-Transportation Components by Partnering Agency:</p> <p>ACHD shall maintain, repair, and replace the Non-Transportation Components.</p> |
| VII. TERM |
| <p>Term of Permit:</p> <p>Perpetual, until terminated or revoked pursuant to the provisions of this Permit.</p> <p>Upon termination or revocation of this Permit, upon the request of ACHD, Partnering Agency will either, as directed by ACHD, (i) promptly remove the Non-Transportation Components and restore the underlying area to at least the condition present as of the date of this Permit, repairing and restoring all portions of ACHD's right-of-way and personal property, if any, that are damaged during such removal activities; or (ii) reimburse ACHD for its cost of redesigning, replacing, and/or reconstructing the right-of-way underlying the Non-Transportation Components. Any portion of the Non-Transportation Components that remain in ACHD right-of-way 90 days after the termination or revocation of this Permit shall be deemed abandoned, and ACHD shall have the right to remove them or redesign, replace, and reconstruct the right-of-way underlying them and charge all costs to Partnering Agency.</p> |

VIII. ADDITIONAL PROVISIONS APPLICABLE TO PROJECT

Additional provisions:

This Permit provides the terms upon which the incorporation of the Non-Transportation Components into the Road Project is approved and supersedes any conflicting terms in Partnering Agency's Cost Share Application.

IX. GENERAL CONDITIONS OF PERMIT

1. This Permit is issued conditioned upon Partnering Agency's compliance with ACHD's Cost Share Ordinance No. 215 and all certifications made by Partnering Agency pursuant to this Permit.
2. This Permit is subject to the provisions of state and federal law and ACHD's Cost Share Ordinance No. 215, in effect as of the date of issuance of this Permit (the "Applicable Law"). In the event of any conflict between this Permit and Applicable Law, Applicable Law shall govern. In the event that any part of the obligations of Partnering Agency or of ACHD in connection with the Road Project are determined to be illegal or unenforceable by a court of competent jurisdiction, the remaining obligations of Partnering Agency set forth in this Permit shall still be applicable. Future amendments and restatements of the Cost Share Ordinance shall not be applicable to this Permit.
3. If any portion of the ACHD Road Project (including without limitation any portion of the right-of-way) is damaged as a result of Partnering Agency's action or inaction with regard to the construction, operation, and/or maintenance of the Non-Transportation Components or the failure or neglect to construct, operate, and/or maintain the Non-Transportation Components, then Partnering Agency shall, at its sole cost and expense, correct such deficiency and restore the area to the same condition it was in prior thereto, and if Partnering Agency or its successors or assigns shall fail or neglect to commence such correction and restoration within 24 hours of notification thereof, ACHD may proceed to do so, in which event Partnering Agency shall reimburse ACHD for the costs and expenses thereof, including, without limitation, reasonable compensation for the use of staff and equipment of ACHD.
4. Partnering Agency shall be liable to ACHD for any and all damages, fines, fees, obligations to third parties, costs, expenses, attorney fees, or any other liabilities whatsoever resulting from Partnering Agency's failure to comply with any provision of this Permit and/or Cost Share Ordinance No. 215. Without limiting the foregoing in any manner, in the event Partnering Agency fails to comply with any provision of this Permit, then following any applicable notice and opportunity to cure set forth herein, ACHD shall have the right, in addition to all other rights and remedies elsewhere in this Permit, to redesign, replace, and/or reconstruct the Non-Transportation Components and/or the right-of-way underlying the Non-Transportation Components, and in such event, Partnering Agency shall reimburse ACHD for all associated costs. The obligations in this Section shall survive the expiration, revocation, and/or cancellation of this Permit for any reason.

5. Partnering Agency may delegate any of its responsibilities hereunder to any third party so long as it gives prior written notice to ACHD that specifies in detail what responsibilities are being delegated and identifies the third party. Notwithstanding any delegation to a third party, Partnering Agency shall remain and shall be ultimately responsible for the third party's compliance with the terms of this Permit, and no delegation shall absolve Partnering Agency of any duties or obligations of this Permit in any way. In addition, Partnering Agency fully assumes all legal risks of determining whether any such delegation is proper under applicable law and/or regulations, and shall not be absolved of any responsibilities under this Permit if it is unable to complete or maintain any such delegation for any reason.
6. Partnering Agency will protect, defend, indemnify, and hold ACHD and its officers, directors, employees, members, and agents harmless from and against any and all liability, suits, losses, damages, claims, actions, costs, and expenses of any nature, including court costs and attorney fees, arising from or out of any acts or omissions of Partnering Agency, its agents, or contractors related to or in connection with the Non-Transportation Components and the exercise of any privileges or performance of any obligations by Partnering Agency pursuant to the terms of this Permit. Partnering Agency's obligations in this Section shall survive the expiration, revocation, and/or cancellation of this Permit for any reason. Notwithstanding anything contained herein to the contrary, the liability of Partnering Agency is at all times strictly limited and controlled by the provisions of the Idaho Tort Claims Act, as now or hereafter amended. Nothing herein shall be deemed a waiver of any privilege, immunity, protection, or defense afforded to Partnering Agency as a political subdivision of the State of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law.
7. In the event the Non-Transportation Components will or may necessitate future maintenance, repair, relocation, or replacement that is not the subject of this Permit, ACHD shall in its discretion issue Partnering Agency an amended or an additional Cost Share Permit to perform such work.
8. ACHD shall at all times have the right to relocate, reconstruct, remove, or redesign any and all improvements that are part of the Road Project. ACHD will use its best efforts to advise Partnering Agency of any anticipated actions within the Road Project that would be likely to cause a relocation, modification, or other adaptation of any of the Non-Transportation Components, and the parties, to the extent reasonably possible, shall agree to a priority schedule regarding the same and shall attempt to cooperate with respect to planning and coordination as related to any such relocation, modification, or other adaptation of any of the Non-Transportation Components. If ACHD ultimately determines that any part of the Road Project must be relocated, reconstructed, removed, or redesigned, then Partnering Agency, at its sole cost and expense, shall be responsible for relocating, reconstructing, removing, or redesigning the Non-Transportation Components, as required by ACHD, which shall be accomplished by Partnering Agency according to designs, plans, and specifications approved by ACHD in writing prior to any such work. Partnering Agency may also elect to remove all or a part of the Non-Transportation Components in lieu of any relocation, modification, or adaptation. Partnering Agency assumes any and all costs of itself and ACHD relating to any future relocation of the Non-Transportation Components.
9. Subject to subsection 10 below, ACHD shall at all times have the right to revoke this and any other Cost Share Permit granted to Partnering Agency to access any Highway or Public Right-of-Way. In addition, ACHD may immediately perform any and all emergency repairs or take other measures in connection with an emergency, in which case Partnering Agency shall reimburse ACHD fully for all associated costs.

10. This Permit shall immediately be revocable and/or cancelable by ACHD by providing written notice to Partnering Agency upon the occurrence of any of the following: (i) a determination by ACHD that any of the information submitted by Partnering Agency in the Cost Share Application is false or inaccurate in any manner; (ii) a determination by ACHD that Partnering Agency has failed to comply with any term or provision of this Permit or any other permit granted by ACHD to Partnering Agency; or (iii) a determination by ACHD that Partnering Agency has failed to replace, maintain, and/or care for the Non-Transportation Components as required by the terms of this Permit. Except in an emergency situation, ACHD shall provide Partnering Agency with 30 days' notice of the issue and an opportunity to comply prior to exercising such rights.
11. The issuance of this Permit shall in no way obligate ACHD to provide Partnering Agency with additional permits or rights, nor shall ACHD be obligated to utilize provisions or rights set forth in this Permit in connection with additional permits or rights that it may elect to provide to Partnering Agency in the future.
12. All exhibits and any addenda to this Permit are incorporated herein.
13. This Permit is conditioned upon the signature of ACHD and Partnering Agency below.

SIGNATURES

This Cost Share Permit is issued by the Ada County Highway District on the date set forth above:

Ada County Highway District:

The person signing below represents that he or she has the authority on behalf of ACHD to issue this Permit and bind ACHD to the terms set forth herein.


By: Bruce Wong
Its: Director

Capital City Development Corporation:

Acceptance/certification by Partnering Agency: The person signing below represents that he or she has the authority on behalf of Partnering Agency to accept and agree to the terms of this Permit and bind Partnering Agency to the terms set forth herein.

By: John Brunelle
Its: Executive Director

Exhibits

Exhibit A Project Plans



RESOLUTION NO. 1606

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE DESTRUCTION OF CERTAIN RECORDS ELIGIBLE FOR DESTRUCTION PURSUANT TO THE PUBLIC RECORD RETENTION POLICY APPROVED ON MARCH 13, 2017, THROUGH THE ADOPTION OF RESOLUTION NO. 1487; AUTHORIZING THE EXECUTIVE DIRECTOR TO DESTROY THOSE RECORDS CURRENTLY ELIGIBLE FOR DESTRUCTION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project (annexation of the Old Boise Eastside Study Area and Several Minor Parcels) and Renamed River Myrtle-Old Boise Urban Renewal Project (the "River Myrtle-Old Boise Plan"), and 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 Downtown Urban Renewal Plan (the "Westside Plan"), and following said public hearing the City adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings; and,

WHEREAS, the City after notice duly published, conducted a public hearing on the 30th Street Area Urban Renewal Plan ("30th Street Plan"), and following said public hearing, the City adopted its Ordinance No. 6868 on December 4, 2012, approving the 30th Street Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the 30th Street Plan ("First Amendment to the 30th Street Plan"), and following said public hearing, the City adopted its Ordinance No. 26-18 on July 24, 2018, approving the First Amendment to the 30th Street Plan de-annexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Shoreline District Urban Renewal Project Area (the "Shoreline District Plan"), and following said public hearing the City adopted its Ordinance No. 55-18 on December 18, 2018, approving the Shoreline District Plan and making certain findings; and,

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

WHEREAS, the River Myrtle-Old Boise Plan (as amended), the Westside Plan, the 30th Street Plan (as amended), the Shoreline District Plan, and the Gateway East District Plan are collectively referred to as the "Downtown Urban Renewal Plans"; and,

WHEREAS, on March 13, 2017, the Agency Board approved Agency Resolution No. 1487 which adopted the Agency's Public Records Retention Policy and Email Policy (the "Public Record Retention Policy"), consistent with Idaho Code Section 50-907 regarding the classification and retention of records; and,

WHEREAS, Agency believes it to be beneficial to have the Agency Board approve the destruction of records identified on Exhibit A, attached to this Resolution and incorporated by reference as if set forth in total herein, which are currently eligible for destruction pursuant to the Public Record Retention Policy; and,

WHEREAS, Agency has notified the Boise City Clerk in writing that certain records are scheduled for destruction and has invited the City to notify the Agency within 30 days whether they wish to retain all or a portion of said records at their own expense; and,

WHEREAS, Agency recommends approval of the destruction of those records currently eligible for destruction according the Public Record Retention Policy, unless the Boise City Clerk should respond affirmatively within the given time frame that they wish the records to be retained; and,

WHEREAS, the Board finds it in the best interests of the Agency and the public to approve the destruction of those records currently eligible for destruction, provided that the Boise City Clerk does not indicate that the records should be retained.

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

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

Section 2: That the Executive Director is authorized and directed to take all action to destroy the records listed on Exhibit A, attached hereto, including providing advance notice to the Boise City Clerk.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on May 13, 2019. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on May 13, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
David H. Bieter, Secretary

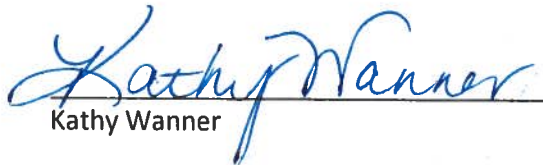


RECORDS DESTRUCTION EXHIBIT SUMMARY SHEET

By my signature below, I certify the following statements.

I have reviewed the list of documents on the attached Exhibit. The listed documents are semi-permanent or temporary records as described in the Public Records Retention Policy adopted by the CCDC Board on March 13, 2017. All of the documents listed on the attached Exhibit are beyond the retention requirement and are therefore eligible for destruction.

The Boise City Clerk has been notified in writing of CCDC's intent to destroy these documents (see attached letter). CCDC will hold destruction of the documents until the date noted in the letter to provide the City Clerk an opportunity to request retention of the documents if they wish.


Kathy Wanner


Date

EXHIBIT A

CCDC RECORDS ELIGIBLE FOR DESTRUCTION

Board Review Date: 5/13/2019 - Resolution No 1606

| Date | Contents | Retention Classification | Eligible Destruction Date & Review |
|-------------|--|--------------------------|------------------------------------|
| 2001 - 2014 | Digital copies of Public Records Requests rec'd between 2001 - 2014. | Temporary | 5/1/2016 |
| 2015 | 2015 Public Records Requests - Paper and Digital | Temporary | 12/31/2017 |
| | 5-26-2015 - Erik Kingston Walkability Study | Temporary | 5/26/2017 |
| | 6-10-2015 - Tim Williams Housing Projects | Temporary | 6/10/2017 |
| | 08-07-2015 - 2015 Streetscape Submissions | Temporary | 8/7/2017 |
| | 8/27/2015 - Parking PR RFP Submissions | Temporary | 8/27/2017 |
| | 9/9/2015 - Block 3 -4 Demo | Temporary | 9/9/2017 |
| | 09-14-2015 - CMGC Submissions | Temporary | 9/14/2017 |
| | 09-16-2015 - CMGC Submissions | Temporary | 9/16/2017 |
| | 10-01-2015 - Wages and Benefits | Temporary | 10/1/2017 |
| 2016 | 2016 Public Records Requests - Paper and Digital | | |
| | 09-09-2016 - Coursey - Agency Owned Property | Temporary | 9/9/2018 |
| | 11-14-2016 - Don Day - Tax Increment for Central District | Temporary | 11/14/2018 |
| | 8-30-2016 = SP+ - Parking Operator RFQ Documents | Temporary | 9/2/2018 |
| | 9-1-2016 = Synoptek - IT Support Services RFP Documents | Temporary | 9/7/2018 |
| | 02-02-2016 - Rebecca Reich - LIV District CMGC proposals | Temporary | 2/2/2018 |
| | 3-31-2016 - Coursey - Zions Rent Condo #2 | Temporary | 3/31/2018 |
| | 6-30-2016 - Paul Beck - CCDC Property purchase in West Side | Temporary | 7/1/2016 |
| | 7-25-2016 - Don Day - Bench URD | Temporary | 7/28/2018 |
| 2017 | 2017 Public Records Requests - Paper and Digital | | |
| | 1-9-2017 - Hamm Roper Cert of Completion | Temporary | 1/9/2019 |
| | 1-19-2017 - Hawley Troxell Parking Contracts | Temporary | 1/19/2019 |
| | 1-27-2017 - Hawley Troxell - CarPark RFP Submittal | Temporary | 1/27/2019 |
| | 2-9-2017 - Don Day - Agon Sports | Temporary | 2/23/2019 |
| | 2-22-2017 - Kaylie Sellner - Personnel | Temporary | 2/22/2019 |
| | 2-23-2017 - Don Day - Stadium contracts | Temporary | 3/9/2019 |
| | 2/27/2017 - Tom Katsilometes - Parking Agreements | Temporary | 3/7/2019 |
| | 2/27/2017 - Tom Katsilometes - Eastman | Temporary | 3/7/2019 |
| | 3-21-2017 - Megan Oswald - Parking Charge Receipt | Temporary | 3/2/2019 |

| | | | |
|--|---|-----------|-----------|
| | 4-5-2017 - Kimberly Yelm Fidelity Title - DDA 199 N Capitol | Temporary | 4/5/2019 |
| | 4-10-2017 - Don Day - New URD | Temporary | 4/24/2019 |
| | 4-18-2017 - Don Day - Paylocity | Temporary | 5/3/2019 |
| | | | |



May 13, 2019

Jamie Heinzerling
Deputy City Clerk
PO Box 500
Boise, ID 83701

Re: Public Records Destruction

Dear Ms. Heinzerling,

Attached is Capital City Development Corporation's Resolution No. 1606 which will be presented to our Board for adoption on May 13, 2019. If adopted, this resolution authorizes the destruction of the attached temporary and semi-permanent records.

In compliance with Idaho Code Section 50-907 and the CCDC Public Records Retention Policy (approved on March 13, 2017, through the adoption of CCDC Resolution No. 1487), we are notifying you of our intent to destroy these records.

If you would like any of these documents to be retained, please notify me by June 13, 2019. If CCDC does not hear from you by that date and the Board approves Resolution No. 1606, we will proceed with the destruction of these records on or after June 13, 2019.

Please contact me by phone at 208-384-4264 or email at kwanner@ccdcboise.com if you have any questions or require further information.

Sincerely,

Kathy Wanner
Contracts Specialist



AGENDA BILL

| | | |
|---|--|------------------------------|
| Agenda Subject: Resolution #1607 Approval of Participation Program Clarifications & Modifications | | Date: May 13, 2019 |
| Staff Contact: Laura Williams | Attachments: 1) Resolution #1607 2) Updated Participation Program | |
| Action Requested: Approve Resolution #1607 approving the Participation Program Clarifications & Modifications | | |

Background:

In January, the CCDC Board approved an Updated Participation Program with a focus on increasing incentives for mixed-income and affordable housing, among other changes. Since the update, CCDC has identified a few clarifications that will both improve and clarify a few of the program update provisions recently approved:

1) Additional Eligible Expenses covered in a Type 1 Agreement (page 6)

In order to optimize CCDC's incentives, Type 1 Eligible Expenses would expand this type of assistance to include the three eligible cost categories listed below. This simplifies and expands opportunities such that Type 1 and Type 2 projects cover all the same Eligible Expenses. The method of payment for Type 1 and Type 2 reimbursement still differs (Type 1 is paid at project completion & Type 2 is paid over 1st four years after project completion)

- Historic Preservation Expenses
- Public Parks / Plazas
- Environmental Remediation

2) Clarified easement requirement and process (page 8)

Increasingly, CCDC reimbursements are covering public improvements located outside of the right of way. These improvements must be located in an easement area to qualify as Eligible Expenses. In most cases the easement is granted to the City of Boise. CCDC recently worked with City staff to better clarify and describe this process and to add language to the Participation Program accordingly.

3) Added reimbursement for Type 2 projects using increment from "Occupancy Year" (page 13)

This will be available to projects that are completed within the last four years of a district life, AND that would otherwise NOT reach reimbursement for all Eligible Expenses in the time remaining. This change makes Type 2 assistance more helpful to projects during this phase of the district term.

- 4) Added requirement to provide rent roll for affordable/workforce housing points (page 30)
10 points are awarded in the Type 2 Scorecard to projects that provide 10% of units for households at 100% AMI or below. In the clarifications, CCDC will require a rent roll to show that this condition is met for all years of reimbursement. This provision is different than the requirement for an extended reimbursement term for Type 2 projects. To receive an extended reimbursement term, a project must income qualify their tenants through the City of Boise for the period of reimbursement, at a minimum. The definitions were updated and separated to better reflect the different requirements.
- 5) Removed dimensional requirements from Park/Plaza definition (page 26)
CCDC found that the requirements (25 feet wide and 50 feet long) were unnecessarily restrictive for good urban plaza/public space design. Program will retain the square footage requirement (800 SF).
- 6) Other miscellaneous grammatical/wording fixes

Fiscal Notes: The changes and clarifications will affect eligible costs for some projects in a generally beneficial way which will vary by individual project and may have no effect on some projects.

Staff Recommendation / Suggested Motion: I move to approve Resolution #1607 approving the Participation Program Clarifications & Modifications.

RESOLUTION NO. 1607

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, ADOPTING AMENDMENTS TO THE AGENCY PARTICIPATION PROGRAM; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE AMENDED PARTICIPATION PROGRAM; 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, following the Act, the Agency previously adopted a Participation Program on March 11, 2013, which was then amended September 23, 2015, and on January 14, 2019. The Program operates to stimulate development of public infrastructure in the Agency's downtown urban renewal districts; and,

WHEREAS, the Agency's Participation Program is crafted to be transparent, understandable, consistent, fast, and responsive in order to encourage private investment in downtown Boise; and,

WHEREAS, the Agency's Participation Program has been highly effective in achieving the stated goals since its adoption in 2013; and,

WHEREAS, the Agency's Participation Program may be amended from time to time, suspended, or terminated depending on the needs of the Agency; and,

WHEREAS, the Agency's Participation Program was amended on September 23, 2015, to account for the needs of the Agency at that time; and,

WHEREAS, the Agency's Participation Program was amended on January 14, 2019, to add incentives for affordable and mixed-income housing projects, adjusted the Type 1 Reimbursement amount and method, and clarified necessary City approvals for certain Eligible Expenses; and,

WHEREAS, attached hereto as Exhibit A is an amended Participation Program prepared by Agency staff showing certain amendments needed by the Agency at this time; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and public to approve adoption of the amended Participation Program to be effective immediately.

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

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

Section 2: That the amended Participation Program, attached to this Resolution as Exhibit A, is hereby adopted to be effective immediately for all new Participation Program agreements entered into by the Agency.

Section 3: That the Executive Director is hereby authorized to take all necessary steps to implement the amended Participation Program.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on May 13, 2019. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on May 13, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
David H. Bieter, Secretary



PARTICIPATION PROGRAM

Stimulating downtown development with public infrastructure

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Overview & Goals

The Participation Program is CCDC's development assistance policy and is designed to advance the aims of urban renewal and economic development in downtown Boise, as well as goals identified for downtown Boise in the Boise City comprehensive plan, Blueprint Boise. The Program is crafted to be transparent, understandable, and responsive in order to encourage private investment in Boise. The Program is intended to be comprehensive providing both structure and flexibility in assisting development projects within CCDC's downtown Urban Renewal districts. The Program is the Board's policy on how CCDC funds public/private partnership projects. It is not an entitlement, and any individual project is subject to prior approval by the Board via written agreement. The Program may be amended from time to time, suspended, or terminated, and may also be revised for future districts to fit the characteristics of different urban renewal areas.

The program identifies five approaches to anticipated participation with development interests called "Types":

Type 1 - One Time Assistance

Type 2 - General Assistance

Type 3 - Transformative Assistance

Type 4 - Capital Improvement Project Coordination

Type 5 - Property Disposition

The primary goal of the Participation Program is to align resource use with CCDC's mission to ignite diverse economic growth, build vibrant urban centers, and promote healthy community design achieved by pursuing the following key strategies:

1. Economic Development
2. Infrastructure
3. Mobility
4. Place Making
5. Special Projects

Statutory Framework

CCDC is enabled by two sections of Idaho Code, the Urban Renewal Law and the Economic Development Act (key excerpts provided):

Idaho Code 50-2002 URBAN RENEWAL LAW (excerpt)

“...It is found that there exist in municipalities of the state deteriorated and deteriorating areas which constitute a serious and growing menace...” “...It is further found and declared that certain of such areas, or portions thereof, may require acquisition, clearance, and disposition...in such a manner that the conditions and evils hereinbefore enumerated may be eliminated, remedied or prevented...”

Idaho Code 50-2902 ECONOMIC DEVELOPMENT ACT (excerpt)

“...It is hereby found and declared that there exists in municipalities a need to raise revenue to finance the economic growth and development of urban renewal areas, to encourage private development..., arrest the decay of urban areas..., promote needed public improvements..., facilitate the long-term growth of their common tax base..., encourage private investment...”

This enabling legislation informs the purview of everything CCDC does as an urban renewal agency. As such, the Participation Program provides a framework to promote compliance with Idaho law.

Best Practices

CCDC's Participation Program is anchored by Idaho Code and tailored to work in downtown Boise. However, there are some generally accepted best practices described by professional associations. These practices, guided by state law and, coupled with actual experience in the business of redevelopment, form the basis of the Program. The below summarizes key ideas incorporated into the Program.

- Statutorily compliant participation (both letter & intent)
- Serves the public interest (legally eligible & politically sensible)
- Consistent with Boise City plans
- Consistent with CCDC's Urban Renewal plans and other agency strategic policies
- Capped participation (within and below anticipated income collections of tax increment generated by the project)
- Proactive agency-driven approach
- Ensure due diligence for larger projects (evaluate risks, financing, issues, conflicts, partners, capacity, experience, stakeholders)
- Ensure a transparent process
- Accountability (conduct financial analysis, determine identifiable community needs, assess potential project impact of larger projects)
- Accessibility (program is broadly available)
- Emphasize early intergovernmental communication and coordination
- Program and contracts are publicly, proactively communicated
- Measure effectiveness of results
- Review program regularly to adjust and improve
- All contracts are subject to CCDC Board approval
- Eligibility requirements to participate are clearly identified
- Eligible Expenses are clearly defined and emphasize public improvements
- Scoring criteria uses clear, standardized approach
- Specialized ad hoc advisory teams may be used for review and advice on large projects or intergovernmental projects
- All Participation Program Agreements are approved in public meetings and may include opportunity for advance public comment on the project
- Maintain open records on program utilization and awards
- Actively promote program
- Administer program consistently
- CCDC funded improvements benefit the public at large and not one single project

Eligible Expenses

The Program can assist private and public development projects with improvements that benefit the public, which are located in the public right of way. These are called Eligible Expenses. All Eligible Expenses are paid by project owner/developer as expenses are incurred, and CCDC reimburses for Eligible Expenses after the project is complete. CCDC will pay for standard public improvements as defined in the Boise City Streetscapes Standard manual.

Eligible Expenses generally include:

- Sidewalks, street lights, and furnishings (benches, bike racks, trash receptacles, etc.)
- Streets/road paving, curb and gutter
- Street trees, irrigation, and suspended paving systems when required
- Awnings located over public right-of-way that meet the criteria outlined in the Program Definitions (under Section 9. Walkability)
- Main utility lines (power, water, geothermal water, sewer, phone, fiber)
- Certain expenses for exterior façade restoration improvements for buildings deemed to be of significant historic and/or aesthetic value to the public and conditioned upon a perpetual building façade easement* being accepted by the City of Boise Historic Preservation Commission Public plazas and/or parks that meet the criteria outlined in the Program Definitions (Under Section 5. Connectivity) and are approved by the Boise City Parks and Recreation Department and in a perpetual open space easement
- Public art – when selected **and** approved by the City of Boise Arts and History Department as outlined in Program Definitions (Under Section 9. Walkability)
- Certain environmental remediation improvements as may be preparatory to construction are evaluated on a case by case basis. An example of an eligible environmental remediation cost would be the hard costs for the removal of an underground storage tank in the public right of way. Soft costs, such as environmental assessments and costs within a private building, such as asbestos abatement, are not eligible for general assistance.
- Extended sidewalks areas/plazas that are approved by the Boise City Design Review and in a dedicated public easement area accepted by the City of Boise

The project including the associated public improvements must be approved by Boise City and/or appropriate public agency with jurisdiction (i.e. ACHD, ITD). Certain Eligible Expenses must meet specific criteria defined by CCDC's "Program Definitions" found at the end of the document (after the Type 2 Scorecard).

Ineligible Expenses:

Expenses that encompass costs which are outside of the public improvements are not Eligible Expenses. Ineligible expenses include: design and engineering, permitting, mobilization and overhead, land costs (including costs of land in easements, and dedicated rights of way), or a developer's profit/overhead/administration fee. CCDC generally pays for "time/labor and materials."

New curb cuts and driveway approaches are generally not eligible for reimbursement. Exceptions to this include alley approaches and may include projects that consolidate or otherwise significantly reduce the number or width of previously existing driveways on a frontage.

NOTE: Awnings serve a public purpose and help promote a walkable and livable downtown by providing protection from the elements to anyone using the sidewalk. Awnings that cover sidewalk/patio dining allow the public to enjoy the public space throughout all of Boise's seasons and stimulate economic opportunities for local businesses. To be considered an eligible expense, awnings must be located in the public right of way or public easement area, and must meet the standards defined in the Program's Definitions (under Section 5. Connectivity). Acceptable eligible expenses for awnings will be determined by comparing the request to conventional, commercially reasonable estimates, which are evaluated on a per square foot basis as part of the Participation Program application. Eligible expenses must be approved by the Board Commissioners and CCDC may determine that some but not all of the awning expenses are in the public's best interest.

Easements

If a public improvement is constructed outside of the right of way, it must be located in permanent public easement area in order to be considered an Eligible Expense. The easement must be accepted by Boise City or other public agency with jurisdiction prior to CCDC Reimbursement.

If the improvements require an easement, participant must work with appropriate Boise City Department (or other public agency) to draft the easement agreement prior to CCDC Participation Program Agreement Approval. CCDC can help direct participant to the appropriate agency and/or City Department contact.

Improvements being made outside of the right of way, and in an easement area, should be predetermined in collaboration with CCDC and Boise City as part of the project design, and need to be approved by appropriate Boise City Department (Design Review, Parks & Recreation, and/or Arts & History).

Public art attached to a building façade may require a license agreement in place of a public easement. Boise City Department of Arts & History will determine the appropriate agreement, which must be in place for art to be considered an Eligible Expense.

A final easement must be accepted and recorded by Boise City before CCDC Reimbursement can take place.

Key Program Conditions

- The improvements eligible for CCDC funding must be located in the public right of way, or a permanent public easement area, which is accepted by Boise City or public agency with jurisdiction.
- A project can only receive funding from a single Program Type, and can only be approved for one Participation Agreement per development (i.e. a project cannot request additional funding several years later).
- CCDC will only pay for Eligible Expenses as approved by the Board and not otherwise paid for by another public entity.
- Program eligibility is at the sole discretion of CCDC and its Board of Commissioners.
- Parties seeking Participation Program assistance should contact CCDC as early in the development process as possible and preferably before design has been finalized.
- Applications must be submitted before building permits are obtained.
- Projects located on properties with delinquent property taxes are not eligible.
- All individual projects must advance urban renewal plans.
- The CCDC Board may consider a program exception if, in its sole judgment, certain necessary and sufficient conditions exist to warrant the modification of one or more of the program requirements for a project.
- CCDC's contracts have been extensively vetted and will be used as the basis for all Participation Program Agreements.
- The following uses are ineligible activities and will not be considered for CCDC funding: bikini bars and sexually oriented businesses as defined by Boise City Code.

Typical Participation Program Process

Step 1

- Contact CCDC and discuss project
- Staff will guide developers on which Participation Program Type best fits the project and funding availability
- It is best to talk to staff early on in the process (before entitlements and design are finalized)

Step 2

- Developer Submits Application
- Identify how project meets all required program criteria and advances urban renewal goals
- **Application should be submitted before building permits are received**

Step 3

- Staff will present project to the Board for Designation as Eligible for a Participation Project
- Board may provide feedback at this time
- Project must have Design Review or equivalent approval before Designation

Step 4

- Staff will present Participation Program Agreement to the Board for approval including Estimated Eligible Expenses requested for funding

Step 5

- Developer completes project and associated public improvements

Step 6

- Developer notifies CCDC of project completion, submit cost documentation, and schedules inspection

Step 7

- Staff verifies cost documentation for Eligible Expenses and issues a Confirmation Letter

Step 8

- CCDC reimburses for public improvements / Eligible Expenses
- This could be a one-time reimbursement, or paid over a period of time depending on Participation Type

**CCDC may revise/alter this process based on specifics of project.*

Type 1: One Time Assistance

Objective: This program Type will provide resources of up to \$200,000 for public improvements and is intended to assist smaller projects on their own schedule, often triggered by a tenant improvement. The funding is based on a dollar for dollar match with the private developer's investment.

Eligible Expenses: The Type 1 (T1) allows assistance for public improvements in the right-of-way or easement area. See page 4 for a list of Eligible Expenses.

Timing: T1 applications can be submitted anytime throughout the year and are processed based on available resources set forth in the budget and Capital Improvement Plan. The applicant should submit before building permits have been obtained. T1 agreements will generally be considered for approval by the CCDC Board after approval of a design review or relevant development application that includes the proposed improvements. The project is typically seen by the CCDC Board twice. First, as an opportunity to introduce the project to the board and request project "designation" as eligible for CCDC funding. The second time is generally to approve the T1 Participation Agreement.

Reimbursement: T1 projects are paid after project completion. The reimbursement for eligible expenses are defined in the Type 1 Agreement, and is based on actual costs as documented after project completion. Actual Eligible Expenses must be verified and approved by CCDC and will include only reasonably incurred costs. All costs must be verified through invoice documentation and a schedule of values.

The reimbursement will not exceed \$200,000 and will be based upon a matching funds invested by the private developer. For instance:

| Example | Private Improvement | Public Improvements | Total Budget | CCDC Reimbursement |
|--|---------------------|---------------------|---------------|--|
| New Construction Housing Project | \$1.2 million | \$300,000 | \$1.5 million | \$200,000 |
| Exterior Remodel (includes awnings and streetscapes) | \$800,000 | \$150,000 | \$950,000 | \$150,000 (can only reimburse for public improvements) |
| Public Improvements Only (i.e. Awnings) | \$0 | \$150,000 | \$150,000 | \$75,000 |
| Awnings and Exterior Paint | \$50,000 | \$150,000 | \$200,000 | \$100,000 |

Type 2: General Assistance

Objective: Type 2 (T2) participation provides general assistance for public improvements and is intended to assist larger projects and include a broader scope of Eligible Expenses. The T2 Scorecard is a key feature of this assistance (pages 18-20). The legal parcel(s) constitutes the site for a project. However, at the Board's discretion, a phased development may be scored independently if this better advances program goals. The scoring criteria and point values are an extension of the statutory charge of urban renewal and the associated adopted plans, and are aimed at advancing the Agency's 5 key strategies. Scoring results are identified as Level A, B and C; with Level A being the highest scoring Level. Please note, the attached scorecard is used for downtown districts - Westside, 30th Street, River Myrtle-Old Boise, and Shoreline. Please talk to staff about scoring for Gateway East.

Eligible Expenses: The Type 2 Participation allows assistance for public improvements in the right-of-way or easement area. See page 4 for a list of Eligible Expenses. :

Timing: Type 2 assistance can be applied for at any time prior to obtaining building permits but preferably before or during project design in order to maximize a project's score. T2 Participation Program Agreements will be considered for approval by the CCDC Board after approval of a development application that includes the proposed public improvements. It can be helpful to obtain a Type 2 scorecard and discuss the project design with CCDC prior to submitting drawings to the City. The Type 2 Scorecard incentivizes urban design, and a project could qualify for a higher Level rating by making certain, sometimes minor, adjustments.

Reimbursement: T2 projects are paid upon completion of the project for a determined period of time **AFTER** actual tax increment generated by the project has been received by the Agency. The Reimbursement is paid using actual tax increment revenue generated by the Project and received by CCDC. . Assistance is limited by the lesser of:

- 1) The agreed upon Eligible Expenses of the project or
- 2) A portion of the project's tax increment value as determined by its scorecard ranking for the qualified reimbursement term.

Actual Eligible Expenses must be verified and approved by CCDC and will include only reasonably incurred costs. All costs must be verified through invoice documentation and a schedule of values.

Reimbursement Estimation: Although the reimbursement is from actual increment received from the project CCDC can provide estimates of this payment based on the following formula. See example formula on the following page.

Step 1:

- Start with projects Total Development Cost Estimate (includes land value)
- Example: \$10,000,000 Level 1 project

Step 2:

- Multiply by 80% of Total Development Cost Estimate = Taxable Value
- Example: \$10,000,000 x 80% = \$8,000,000

Step 3:

- Subtract current taxable value = New project value
- Example: \$8,000,000 - \$500,000 = \$7,500,000

Step 4:

- Multiply the New Project value x Levy Rate* = Annual estimate of taxes generated by new project (TIF)
 - Example: \$7,500,000 x 0.013 = \$97,500
- *Levy Rate is adjusted annually by the Assessor

Step 5:

- Multiply the annual tax estimate by the factor indicated by the T2 Scorecard (this will be based on how the project scores, between 40-80% of tax increment) = Annual reimbursement estimation.
- Example: \$97,500 x 80% = \$78,000 annual reimbursement

NOTE: Estimates of tax valuation can be done by CCDC and assume 80% of estimated project cost to account for variances which may occur. Project costs are defined as all costs of the project including, but not limited to: land, hard costs, soft costs, financing costs, fees and permits for on and off site work, public improvements, and buildings. Actual assessed values are determined solely by the Ada County Assessor.

Reimbursement Term:

The Type 2 reimbursement typically begins 18-24 months after the Project is complete. At the time that the Full Assessed Value of the project has been added to the Primary Tax Roll by the Ada County Assessor and the tax assessments have been paid. For projects that are completed within the last four years of a District's life, CCDC may consider utilizing the Occupancy Year, which reflects a pro-rated value, as the first year of increment available to the project for reimbursement. Utilizing the Occupancy Year will be need based and only considered in cases where the Eligible Expenses would not otherwise be fully reimbursed in the remaining District term.

The following chart explains the levels of reimbursement based on project type and scorecard level ranking. Affordable and Mixed-Income/Workforce rental housing projects can qualify for additional term. See definitions below to determine eligibility.

| Project Type | Qualification | Reimbursement % | Maximum Reimbursement Term |
|--|---|------------------------|----------------------------|
| SCORECARD | | | |
| Level A | Score: 140 + points | 80% of Tax Increment | 4 years |
| Level B | Score: 120 – 139 pts | 60% of Tax Increment | 4 years |
| Level C | Score: 119 and below | 40% of Tax Increment | 4 years |
| RENTAL HOUSING DEVELOPMENTS | | | |
| Affordable Housing (<i>Low Income Housing Tax Credit project or equivalent</i>) | Serving 60% and below Area Median Income (AMI) on average | Based on Scoring Level | 8 years |
| Mixed-Income/Workforce Housing | Serving 100% AMI and below | Based on Scoring Level | 6 years |
| All Other Housing | Serving 101% AMI and above | Based on Scoring Level | 4 years |

NOTE: In no circumstance can the reimbursement extend beyond the last fiscal year of the Urban Renewal District in which a project is located.

Requirements for Housing Developments to qualify for additional Reimbursement Term:

1 – Must meet either of the below definitions:

- A. Affordable Housing Definition: A residential project that is funded with Low-Income Housing Tax Credits awarded by the Idaho Housing and Finance Association or equivalent. Project must serve households whose incomes are at or below 60% Area Median Income in Ada County by charging associated rents as defined by current U.S. Housing and Urban Development Department Standards.
- B. Mixed-Income/Workforce Housing Definition: Residential projects with 10 or more dwelling units, in which not less than 10% of the units serve households whose incomes are at or below 100% Area Median Income in Ada County by charging associated rents as defined by current U.S. Housing and Urban Development Department Standards. Income qualified units must be integrated throughout the development cohesively with the market rate units. No visible difference between the income-qualified and market rate units should be obvious from the exterior.

2- Must Income Qualify Residents

Income Qualification Requirements:

In order to obtain an increased reimbursement term, Project's must income qualify tenants for the income restricted units. Income qualification must be verified at lease up and at unit turn-over through the City of Boise's Housing and Community Development Division or equivalent Housing Authority (HUD, IHFA). The income qualification period will be negotiated on a project-by-project basis and will be, at a minimum, the CCDC reimbursement term.

Type 3: Transformative Assistance

Objective: The intent of the Type 3 (T3) transformative assistance is to make available a more customized opportunity for transformative projects and to consider certain projects which don't otherwise fit well into the other program types. T3 participation is available to assist large public or private projects that are deemed by the CCDC Board to be transformative in nature and of benefit to the community at large. In general, a transformative project is a higher value project that may include the construction of a significant public facility. The project should have a high likelihood of maintaining an enduring presence in the community. The goal for Intergovernmental/Public projects is to use limited district monies to leverage additional resources (federal, state, local, other) in the downtown revitalization effort. For example, matching a federal grant for construction of a project, or shared funding between intergovernmental units for construction of a public facility.

Criteria: The private to public investment ratio (private project cost divided by CCDC participation) for a transformative projects should generally be 6:1 or higher. For example a \$60 million private project coupled with a \$10 million public facility funded by CCDC would have a 6:1 private/public (CCDC) ratio).

Evaluation: At the Executive Director's request, the Board may consider a project for "Designation" status as a T3 project authorizing more formal evaluation. All final agreements require Board approval. Projects being considered for T3 assistance will receive a greater degree of scrutiny than those considered for T1 or T2 assistance. CCDC may pay for and conduct a financial feasibility study which may include a "but for" test ("but for" the assistance, the viability of the project is questionable). This assessment may also identify Eligible Expenses for project participation and funding alternatives. CCDC may pay for and conduct an economic impact study or may require an examination of a developer project portfolio, financial capacity, and references, etc. CCDC may require community/stakeholder outreach. The project should produce a net positive gain for the community after any public participation.

Eligible Expenses: See page 4. Soft costs may be included in intergovernmental, Public-Public projects.

Timing: Many of the timing elements of T3 assistance are determined on a case by case basis.

Reimbursement:

Private Projects: Private project reimbursement will be based on funding available and may follow the Type 2 protocol for scoring and reimbursement timing.

Intergovernmental/Public Projects: The project cost share will be determined by the Board and governmental partner and will not exceed state law regulations. Because projects for public facilities will most likely be exempt from property tax and will produce little or no tax increment income, such projects should be financially feasible based on other considerations, serve mutual goals, and produce a community benefit. CCDC bonding will be subject to financial review and underwriting requirements. Generally, financial participation will be transacted as a reimbursement or purchase upon project/public facility completion and certificate of occupancy.

Type 4: Capital Improvement Project Coordination

Objective: Type 4 (T4) participation coordinates CCDC-initiated Capital Improvement Plan (CIP) activities with construction activities of private development and/or other public agencies. The CIP is part of CCDC's strategic planning and budgeting process. Adjusting, co-timing and/or accelerating CIP projects in coordination with private development can be beneficial and can create efficiencies in the construction of physical improvements. Projects eligible for T4 participation are generally those identified in the adopted CCDC CIP that is in effect and available on the CCDC website. The Board retains all discretion in determining the projects, timing, design, and locations of capital improvements.

CCDC can design, bid and build a CIP project independently of the private project or intergovernmental project. CCDC can also, in certain circumstances and subject to applicable law, sub-contract construction with a private development on a public project element.

Eligible Expenses: Eligible Expenses are capped based on the project budget in the adopted CIP, and must align with CCDC's project implementation plan and goals.

Timing: Many of the timing elements of Type 4 assistance are determined on a case by case basis.

Reimbursement: Private projects will be reimbursed upon completion of the project after CCDC has verified cost documentation and inspected and approved the construction of the improvements. CCDC can enter into intergovernmental agreements to cooperatively participate in joint capital improvement projects.

Planning: CCDC invites conversation about future private project plans and timing to inform development of upcoming CIP plans.

Type 5: Property Disposition (CCDC-owned property)

Objective: Type 5 (T5) participation is the disposition of property owned by CCDC for a redevelopment purpose. The property disposition process is governed by state statute and differentiates between disposition to a for-profit or private use, to a non-profit, and to a public or governmental body. This program meets or exceeds the statutory requirements in providing for competitive processes in property disposition (not required for disposition of land to public entities).

Process: CCDC's property disposition process for private/non-profit development use will involve a competitive process, typically a Request for Proposals and/or Qualifications (RFQ/P) process for properties. The RFP will provide conditions and requirements of the development project as determined by CCDC (i.e. type of project, housing income guidelines, design elements, etc.). Properties may be transferred to another public entity without an RFP and smaller remnant parcels may not warrant an RFP. This process may require a commercial appraisal, a re-use appraisal, and the proposed project will be in accordance with the applicable urban renewal plan and law. The details of each disposition may differ based on the unique property being disposed of.

Timing: CCDC's property disposition process will stipulate a minimum timeframe for development to occur.

Eligible Expenses: A project may qualify for a reduction in land price up to an amount determined by a third party appraisal, which is based on the proposed project's expenses and financial pro-forma. The disposition of any property for private or nonprofit development will be formalized in a Disposition and Development Agreement (DDA) which will require a determination of fair value for the proposed use, which may be stipulated or restricted, based on the property redevelopment objectives. A re-use appraisal or similar method suitable to the individual property redevelopment goals will be used to establish pricing and shall include the cost to construct necessary public improvements as part of the pricing. A separate reimbursement for these public improvements will not be considered. A commercial appraisal will also be done to establish a price for initial disposition of the property. Any private entity will be required to purchase the property from CCDC and pay that initial price. If any rebate of property value, as advised by the re-use appraisal is determined, it will only be made after project completion as a reimbursement.

Reimbursement: Based on the re-use appraisal CCDC Board can choose to reimburse for the land costs based on the project being built as proposed by the private company.



SCORECARD

To be used for all Type 2 projects and as needed and at the discretion of CCDC for other Program Types.

CCDC PARTICIPATION T2 PROGRAM SCORECARD

NOTE: This Scorecard is used for downtown districts - Westside, 30th Street, River Myrtle-Old Boise, and Shoreline. Please talk to staff about scoring for Gateway East.

SCORING LEVELS

Level A +140 points Level B 120-139 points Level C 100- 119 points

| | | |
|----------|--|-----------|
| 1 | Activate Dormant/Disinvested Sites (1 Only) | |
| a | reuse of existing building | 20 |
| b | convert surface parking | 18 |
| c | replace blighted building | 16 |
| d | reuse of vacant land | 10 |
| 2 | Reuse of Targeted Sites (1 Only) | |
| a | reuse of historic register building | 20 |
| b | reuse of automotive site | 15 |
| c | reuse of dry cleaner site | 15 |
| 3 | Environmental Remediation (1 Only) | |
| a | >\$100,001 costs | 20 |
| b | \$50,001-\$100,000 costs | 16 |
| c | \$10,000-\$50,000 costs | 12 |
| 4 | Utility Infrastructure (all that apply) | |
| a | replace or expand geothermal | 15 |
| b | stormwater mitigation | 15 |
| c | replace or expand fiber | 15 |
| d | replace or expand power | 15 |
| e | replace or expand sewer | 15 |
| f | replace or expand water | 15 |
| 5 | Connectivity (all that apply) | |
| a | add a street | 20 |
| b | add a ground level plaza / park | 19 |
| c | add an alley | 17 |
| d | add a pathway | 15 |
| e | add or substantially improve a sidewalk | 10 |
| 6 | Compact Development (1 Only) | |
| a | 4.0 to 5.0+ FAR | 10 |
| b | 3.0 to 3.9 FAR | 9 |
| c | 2.0 to 2.9 FAR | 8 |
| d | 1.0 to 1.9 FAR | 7 |
| e | 0.5 to 0.9 FAR | 6 |

CCDC PARTICIPATION PROGRAM SCORECARD CONTINUED

Level A +140 points Level B 120-139 points Level C 100- 119 points

| | | |
|-----------|--|----|
| 7 | Parking Placement & Design (1 Only) | |
| a | structured parking below grade | 20 |
| b | structured parking above grade | 18 |
| c | no surface parking | 15 |
| d | parking location is to rear or interior of building | 10 |
| e | parking is screened by wall, fence, sunken | 8 |
| 8 | Targeted Uses (1 Only) | |
| a | Affordable/Mixed-Income/Workforce Housing | 10 |
| b | technology | 10 |
| c | corporate HQ | 10 |
| d | education | 10 |
| e | artisan | 10 |
| f | light manufacturing/assembly | 10 |
| 9 | Walkability (all that apply) | |
| a | =/> 70% of sidewalk/setback is abutted by ground floor building face | 20 |
| b | =/> 60% ground floor glazing on street frontages (30% res) | 18 |
| c | =/> 12' ground floor height | 15 |
| d | main entry is prominent, ground floor, and faces street/not parking | 15 |
| e | =/> 75% ground floor frontage has functional awnings (30% res) | 10 |
| f | public art element | 5 |
| 10 | Sustainable Building (1 Only) | |
| a | Living Building Certification | 10 |
| b | LEED platinum or equivalent | 8 |
| c | LEED gold or equivalent | 7 |
| d | LEED silver or equivalent | 6 |
| e | Connection to and use of geothermal system | 5 |
| f | LEED Certified / or using Boise City Green Building Code | 5 |
| g | Energy Star Certified | 4 |



PROGRAM DEFINITIONS

*Definitions and minimum specifications for Eligible Expenses
and scorecard point allocation*

Notes on Eligible Expenses

- a) Reimbursement is for hard costs and does not include soft costs. CCDC limits eligible hard costs to materials and labor. (Examples of soft costs not eligible for reimbursement include but are not limited to architectural and engineering design, permits, traffic control, mobilization, and developer overhead/administration fees.)
- b) This scoring system for points that rank potential projects includes private development activity, but should not be interpreted that CCDC will participate in those activities with CCDC funds automatically. Rather those items are for purposes of evaluating the project eligibility and scoring for qualification for funding by CCDC for public improvements.
- c) The Eligible Expenses paid for in this program will only include those approved expenses as detailed in an executed agreement and not otherwise paid for by another public entity.
- d) Eligible expenses must be located in the public right of way or easement area.

1. Activate Dormant / Disinvested Sites

Purpose: It is the statutory purpose of urban renewal and related redevelopment to arrest the decay of urban areas by improving the utilization and value of underutilized and undervalued property. Therefore the program grants credit to those projects that make fuller use of dormant and underutilized buildings.

- a. **Reuse of Existing Building:** Reuse of a building that includes change of use including either: 1) conversion of vacant space to improved occupied space, with “vacant” defined as space unoccupied for 12 months or more; or 2) change of automotive use to retail, restaurant, office, performance, recreation or similar use; or 3) change in occupancy from a non-residential use to a residential use; or 4) change in occupancy or use classification (i.e. retail shop to restaurant, office to retail, etc.) resulting in increase in assessed value per square foot or increase in total assessed value of parcel; and a) the change of use applies to 50% or more of the building ground floor as measured by gross floor area; or b) for buildings with multiple floors, 25% or more of the building as measured by gross floor area.
- b. **Conversion of Surface Parking:** Development of land currently in use as surface parking, such that greater than 75% of the land used as parking is converted to another use (building, streetscape, plaza, park, etc.) See 7c for definition of “surface parking.”
- c. **Replace Dormant Building:** Development of site including the removal and replacement of building of 500 gross square feet or more and unoccupied for a period of 36 months or more.
- d. **Reuse of Vacant Land:** Reuse of land currently not occupied by a building, parking lot, outdoor recreational use, public park or plaza.

2. Reuse of Targeted Sites

Purpose: The reuse of sites and buildings within a developed area of the community is in the public interest as there is an existing public investment already made by streets and utilities and, to the extent reuse attracts people and business activity, full utilization helps to support the vitality of neighboring properties. Reuse of historically significant buildings supports the authenticity and identity of the city and creates that often intangible asset referred to as “character”. Additionally, reuse of sites and buildings, and especially buildings of historic significance, is challenging because the renovation of existing buildings – bringing buildings into compliance with current building and fire codes – is costly and complex. Furthermore, existing sites may have environmental hazards from previous uses, especially if the prior uses include storage and distribution of petroleum products, auto repair, or laundry and dry cleaning. Removing building and site contamination is beneficial to public health and removes obstacles to productive use.

- a. Reuse of National Historic Register Building:** Reuse of a building that either 1) is and will remain listed on the National Register of Historic Places; or 2) will be listed on the National Register of Historic Places; or 3) in the opinion of Boise City Department of Planning and Development Services is eligible to be on the National Register of Historic Places according to the criteria of the National Park Service.
- b. Reuse of site used in current or prior use as automotive or trucking use :** Reuse of a site for a use other than an automotive or trucking use, with “automotive use” defined as either 1) fuel filling station; or 2) automotive or truck engine or tire repair; or 3) automotive, truck, or recreational vehicle sales; or 4) automotive or truck body or upholstery repair; or 5) automotive or truck wash or detailing; or 6) automotive or truck impound lot; or 7) automotive or truck salvage facility.
- c. Reuse of laundry dry cleaning site:** Reuse of a site and/or building used current or formerly as a wholesale or retail laundry dry-cleaning service. Sites/buildings formerly used as a dry cleaning qualify if they have not been adapted or site has not been remediated for a use other than dry cleaning.

3. Environmental Remediation

Purpose: Existing sites may have environmental hazards created by previous uses, especially if the previous uses include storage and distribution of petroleum products, auto repair, or laundry and dry cleaning. Removing building and site contamination is beneficial to public health and removes obstacles to productive use.

a. More than \$100,000 costs: Costs are for those conditions identified by a formal environmental assessment or declared by a third party to be environmentally hazardous.

b. \$50,001 - \$100,000 costs: Costs are for those conditions identified by a formal environmental assessment or declared by a third party to be environmentally hazardous.

d. \$10,000 - \$50,000 costs: Costs are for those conditions identified by a formal environmental assessment or declared by a third party to be environmentally hazardous.

4. Utility Infrastructure

Purpose: The finance and construction of utilities and related infrastructure is fundamental to urban renewal and redevelopment. Idaho urban renewal law explicitly includes the furnishing of public utilities as an eligible activity. Finance and construction of utility infrastructure not only stimulates private investment but generates public benefits that are typically distributed broadly in expanding services in both the short term and long term.

Utility Infrastructure Eligibility Definition:

Includes Replacing/re-routing a main line, increasing the capacity of a main line, or extending a main line to a development site. It does NOT include connecting to an existing service line or adding a new line to connect to an existing main line.

a. Geothermal: See above

b. Replace or Expand Fiber: See above

c. Replace or Expand Power: See above

d. Replace or Expand Sewer: See above

e. Replace or Expand Water: See above

f. Storm Water Mitigation: Project qualifies if
1) it includes the construction of new storm water treatment facilities on or adjacent to the site, and; 2) the project's storm water treatment facilities meet the standards of Boise City and Ada County Highway District for retention, and; 3) the design of storm water treatment facilities has received Boise City design review approval.

5. Connectivity

Purpose: The finance and construction of streets and related infrastructure is fundamental to urban renewal and redevelopment. Idaho urban renewal law explicitly includes the furnishing of public streets as an eligible activity. In addition, the finance and construction of streets and pathways for pedestrians and bicyclists improves access to businesses and recreational amenities. The design of streets is essential to the physical form of development and the extent to which it supports clustering of economies that thrive on the synergy of multiple businesses, institutional uses, and social activities utilizing commercial enterprises.

- a. Add a Street:** The addition or extension of a public street providing pedestrian access and meeting the definition of “Public Street” pursuant to Chapter 9-20 of the Boise Municipal Code (Boise Subdivision Ordinance) or as approved by Boise City and Ada County Highway District. In order to meet this criterion, improvements should be made for a minimum length of 25 feet for at least part of the roadway and including curb, gutter and sidewalk.
- b. Add a Ground-Level Plaza or Park:** For the Park or Plaza to qualify, it shall have a minimum surface area of 800 square feet that is functionally suitable for walking, standing, or sitting. A Park must be approved by the Boise City Department of Parks and Recreation and in the right of way or a dedicated public easement area granted to Parks and Recreation. A Plaza must be approved by the Boise City Design Review and in the right of way or a dedicated public easement area granted to Boise City Planning and Development Services Department. At the discretion of the City, owner will be required to assume maintenance and operations responsibility to include custodial and security services that ensure safe and optimum conditions for public use unless otherwise agreed upon. The park/plaza must meet the goals as defined in the Parks and Recreation Downtown Public Parks and Spaces Plan that provides general guidance for future needs based on scale and function in relation to ‘energy zones’ and the project’s proximity to and location within active and civic service gap areas. The park/plaza must be clearly marked with monument signage as a public space, and must be available for public use 24/7.
- c. Add an Alley:** The addition or extension of a public alley as defined by Chapter 9-20 of the Boise Municipal Code (Boise Subdivision Ordinance) or as approved by Boise City and Ada County Highway District. In order to meet this criterion, improvements should be made for a minimum length of 25 feet for at least one half the width of the alley.
- d. Add a Pathway:** The addition or extension of a pathway providing access across the site linking origins and destinations off the development site and for non-motorized transportation and having a minimum width of six feet. To be an eligible expense the pathway must be in the right of way a dedicated public easement area.
- e. Add or Substantially Improve a Sidewalk:** The addition, extension, or substantial improvement to the surface for a minimum of 6 feet in width and 25 feet in length. Substantial improvement is defined as the addition of a new concrete, brick or other approved surface and, as directed by the Downtown Boise Streetscape Standards or approved by Boise City, the addition of street trees, historic street lights, and other amenities pursuant to the Downtown Boise Streetscape Standards. A sidewalk differs from “pathway” in that the former is typically adjacent to and parallel with a curb and street. A pathway is typically not adjacent to and parallel with a curb and street.

6. Compact Development (1 Only)

Purpose: Urban economists have long understood the importance of density as a key element in the economic and social health of cities and city downtowns in particular. Urban density provides the critical mass necessary to support business activity where land and construction prices are often higher. The proximity of businesses and individuals to one another provides economic linkages through buyer and seller relationships, which are essential to supporting vibrant central city economies. Density creates a concentration of people, which attracts other people, which in turn supports business activity and a sense of urban safety and security.

Calculation: Floor Area Ratio, or FAR, is a measure of density across various urban land uses. FAR is calculated by dividing the gross floor area for building(s) on a site by the area of the site. Gross floor area is the sum of all horizontal areas within the exterior walls of all above-ground floors of the building. For example, a building with a gross floor area of 100,000 square feet on a site of 50,000 square feet has a FAR of 2.0. Finished basements and exterior stairwells can be included in this calculation.

a. 4.0 to 5.0+ FAR: See above

b. 3.0 to 3.9 FAR: See above

c. 2.0 to 2.9 FAR: See above

d. 1.0 to 1.9 FAR: See above

e. 0.5 to 0.9 FAR: See above

7. Parking Placement & Design

Purpose: How parking and loading areas are designed is important for the vibrancy of downtown. Large areas of surface parking erode the density of people and business activity and adversely affect environments for pedestrians. A highly walkable environment is especially important to the health of retail shops, restaurants, and entertainment venues. Locating parking and loading areas at the rear or interior of buildings is a solution that is effective on a small scale. For larger parking needs, the provision of parking within parking garages is generally most effective although structured parking is expensive. For economic and aesthetic reasons the provision of parking below grade is preferred over above-grade parking, although parking below grade is substantially more expensive to build than above grade parking. Where the provision of surface parking adjacent to streets and sidewalks is necessary, the negative effects of such parking may be mitigated by the installation of an attractive wall or fence between the parking and the street right-of-way. The wall and fence serves as a “street wall” providing the vertical element essential for a sense of enclosure for the street and sidewalk.

a. Structured Parking Below: For this criterion structured parking is any parking area consisting of three or more parking stalls covered by a roof with usable space above and surrounded on two or more sides by columns or walls. Free-standing garages and carports, unless they have usable space above the parking area, do not meet this definition. Additionally, in order to meet this criterion, 25% or more of the parking provided on the site shall be located within the parking structure as defined. For example, a development site for which 25 or more of the 100 parking stalls on site are within a structure meets this criterion. A development site with 24 or fewer of the 100 parking stalls on site does not meet this criterion.

b. Structured Parking Above Grade: See above

c. No Surface Parking: Surface parking is any parking that is not covered by a roof and not surrounded on two or more sides by columns or walls

d. Parking Location is to Rear or Interior of Building: The rear of the building is that side of the building opposite the front of the building. For a building fronting on a single street the front of the building is that side abutting the street. For a building fronting on two or more streets, the condition usually characterized as a corner site, the front of the building is that side with the building’s primary entrance. On the other side of the building which abuts a street, no more than 24’ of the parking lot may front the street. See Figures 7d-1, 7d-2, 7d-3 and 7d-4 on the following page

e. Parking is Screened by Wall, Fence, Sunken: To qualify, the project shall include surface parking of which 80% of the edge of the parking area abutting the street, excluding service drives providing direct access to the street, shall be bounded by a fence or combination fence and wall parallel to the street and sidewalk (Figure 7e-1). To qualify, the fence or combination fence and wall shall be at a height of 30” to 48” from finished grade (Figure 7e-2). Walls meeting this criterion shall be constructed of concrete or masonry. Sunken Screening that includes a parking area with a finished grade at a level of 18” or more below sidewalk grade and with a minimum fence height of 12” above sidewalk grade also qualify

7. Parking Placement & Design: Figures

Figure 7d-1: Parking to Rear of Building

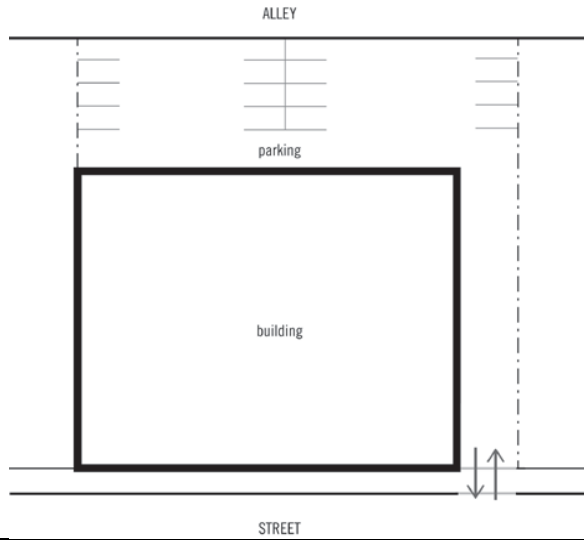


Figure 7d-2: Parking to Interior of Building

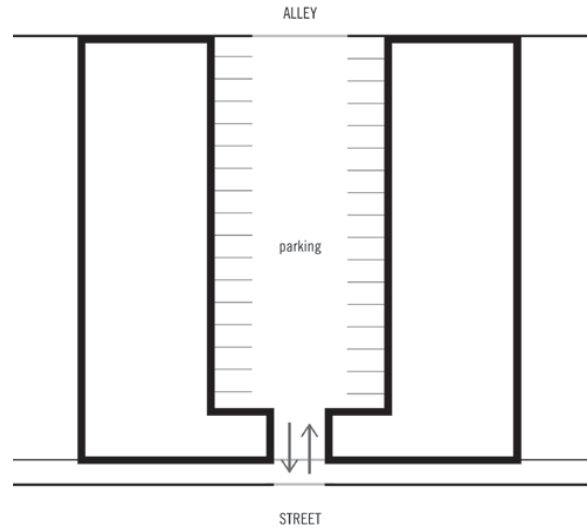


Figure 7d-3: Parking to Rear on a Corner Site, Option 1

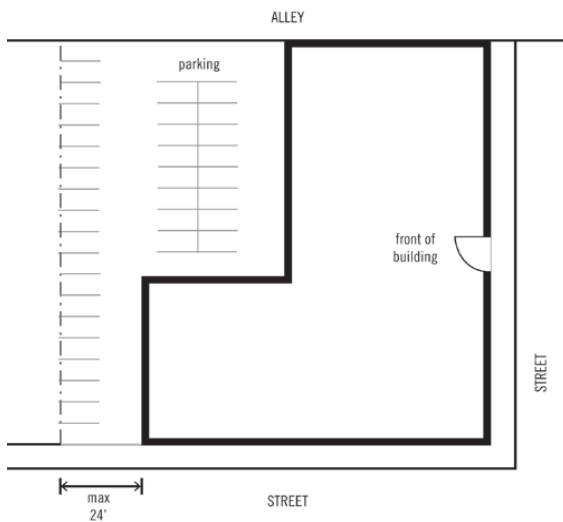


Figure 7d-4: Parking to Rear on a Corner Site, Option 2

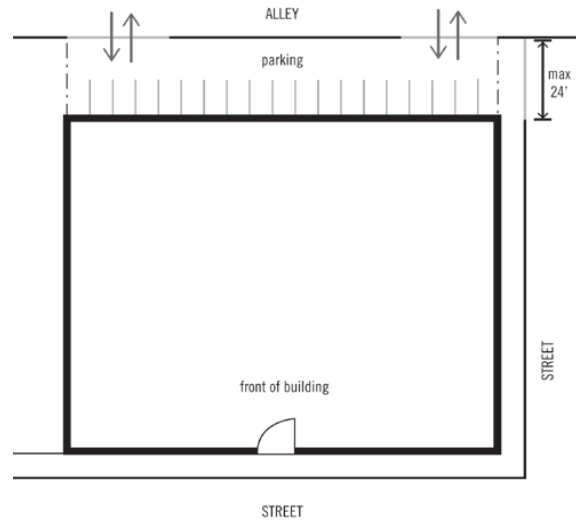


Figure 7e: Screened and Sunken Parking

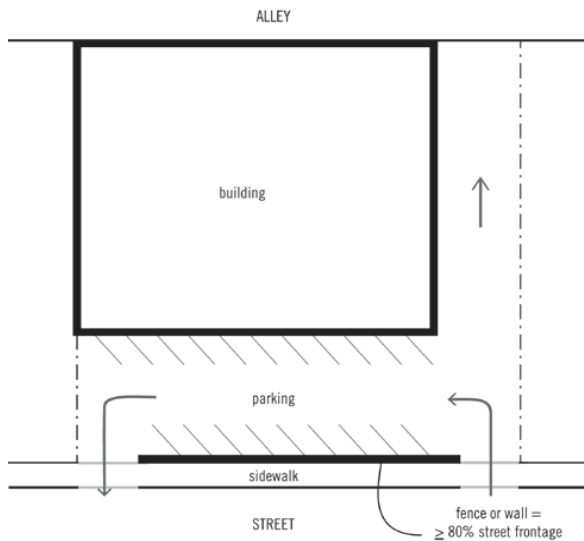


Figure 7f:

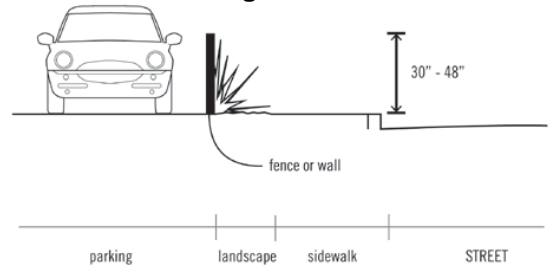
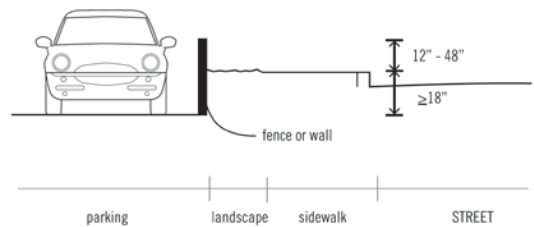


Figure 7e-2



8. Targeted Uses

Purpose: Some uses more than others have the potential to generate secondary activities commonly referred to as “spin- off development”. Some uses perform better than others in producing jobs with relatively high wages and salaries. Some uses are beneficial because they generate products and services that are exported outside the community and region. In addition, some activities are valuable within the mix of uses in downtown Boise but may be missing or in short supply, like housing. The following is a list of uses and business categories with these characteristics. This program awards points as a way to incent and mitigate obstacles for the development of these uses.

- a. Affordable/Mixed-Income/Workforce Housing:** Residential projects with 10 or more dwellings units. Not less than 10% of the units must be must serve households whose incomes are at are below 100% of the Area Median Income in Ada County as defined by current U.S. Housing and Urban Development Department standards.
Affordable/Mixed-Income/Workforce Housing must integrate the Income Qualified Units throughout the development cohesively with market rate units. No difference between the units should be obvious from the exterior.

Developer must supply CCDC with the project’s rent roll showing that the project meets the above requirement for the Reimbursement Term to qualify for these scorecard points on an annual basis.

Rental projects that meet this criteria may be eligible for an increased reimbursement term in the Type 2 program (see Type 2 information).
- b. Technology:** “Technology” is any organization with a minimum of 2 members and 50% or more of its workforce employed in Standard Occupation Codes (Federal Bureau of Labor Statistics) 11-1021, 11-2021, 11-3021, 15-1121, 15-1131, 15-1133, 15-1141, 15-1142, or 15-1179; working at the subject location and occupying 5,000 square feet or more of the building on site.
- c. Corporate Headquarters:** Project site is the principal address for a registered corporation occupying 5,000 square feet or more of the building on site.
- d. Education:** A primary, secondary, or post-secondary institution licensed by the Idaho Board of Education and occupying 5,000 square feet or more of the building on site.
- e. Artisan:** “Artisan” is any organization with a minimum of 2 members and 50% or more of its workforce employed in Standard Occupation Codes (Federal Bureau of Labor Statistics) 27- 1010 through 27-2099 excepting 27-2020 through 27-2023; working at the subject location and occupying 5,000 square feet or more of the building on site.
- f. Light Manufacturing / Assembly:** “Light manufacturing/assembly” is any organization with a minimum of 2 members and 50% or more members of its workforce employed in Standard Occupation Codes (Federal Bureau of Labor Statistics) 51-1000 through 51-9199 excepting 51-3000 through 51-3099, 51-6000 through 51- 6021, and 51-8000 through 51-8099; working at the subject location and occupying 5,000 square feet or more of the building on site.

9. Walkability

Purpose: The success of downtown Boise is due in large part to its walkability. The vibrant social, cultural, and economic environment of a walkable urban environment attracts people and business activity and has that much sought after “sense of place”. The design elements of buildings and open spaces are key to a pedestrian-oriented environment, though sometimes there are market forces that work in opposition to these important design elements. Therefore, the program provides incentives to said design elements to promote economic vitality.

- a. $\geq 70\%$ of sidewalk/setback is abutted by ground floor building face for new buildings or for existing buildings if more than 50% of building SF on parcel has been removed:** Determined by dividing a) the distance of all exterior walls which are adjacent to and approximately parallel with property lines adjoining the public street right-of-way, excluding alleys, by b) the distance of all property lines adjoining the public street right-of-way, excluding alleys (Figure 9a-1). Existing buildings maintaining over 50% of square footage are eligible for these points regardless of the percentage of building face which abuts the sidewalk/setback. In the case of a corner site, 70% of each building face must abut a sidewalk / setback (Figure 9a-2).
- b. $\geq 60\%$ Ground Floor Glazing on Street Frontages ($\geq 30\%$ res):** For consistency, the “ground floor” of a building is defined as 12’ tall; any glazing higher than 12’ will not be included in this calculation. Glazing on street frontages includes all transparent windows and doors on exterior building walls on a plane 0 to 45 degrees of the property line adjoining the street (Figure 9b).
- c. $\geq 12'$ Ground Floor Height:** The height of the ground floor from sidewalk grade to finished ceiling, irrespective of suspended ceilings, shall have a minimum height of 12 feet. . The height of the ground floor ceiling is calculated starting from sidewalk grade, irrespective of the height of the finished floor (Figure 9c).
- d. Main Entry is Prominent, on the ground floor, and faces street/not parking:** The principal ground floor building entrance shall face the street, be visible from the street and not shielded by columns, fences, or landscaping, nor shall it be separated from the street by surface parking (Figure 9d). In the event of a building site with multiple street frontages, any street shall qualify.
- e. $\geq 75\%$ of ground floor frontage has functional awnings with a minimum depth of 5':** Functional awnings include awnings or canopies of a durable material including but not limited to metal, polycarbonate, and durable fabric. Awnings meeting this definition shall be located on a building plane parallel with the property line adjoining public right-of-way, have a minimum depth of five feet, and extend five feet over public right-of-way (Figure 9e). Awnings must not be more than 15’ above the sidewalk level. Awnings located in the public realm must obtain the necessary approval by the Boise City Design Review Commission and an encroachment license from Boise City and/or Ada County Highway District, which is revocable. Awning maintenance is the responsibility of the building owner.
- f. Public Art Element:** To qualify as an Eligible Expense, Public Artwork must be **selected** through the Boise City Department of Arts and History's Public Art Program process. The art will also need to be approved by Boise City as part of the process. Public art must be located in the public right-of-way or a dedicated Public Art Easement / License Agreement. Ownership and maintenance will be determined by Boise City, and in most cases the building owner will retain ownership of artwork and be responsible for ongoing maintenance with a minimum lifespan prescribed in an associated agreement (i.e. a maintenance agreement and/or Art Façade Easement). Reimbursement for public art is capped at 1% of the total project budget.

9. Walkability: Figures

Figure 9a-1: Building Abutting Sidewalk

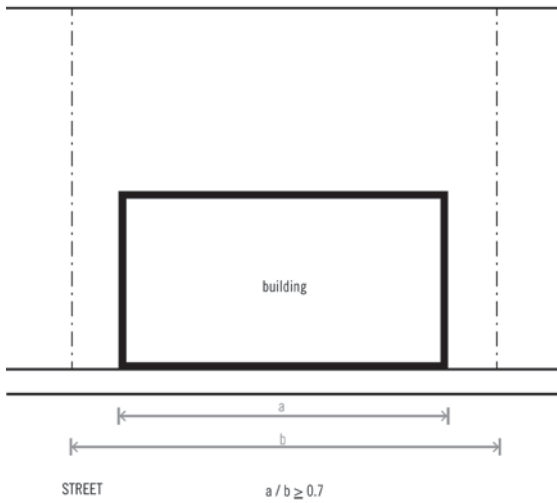


Figure 9a-2: Building Abutting Sidewalk on

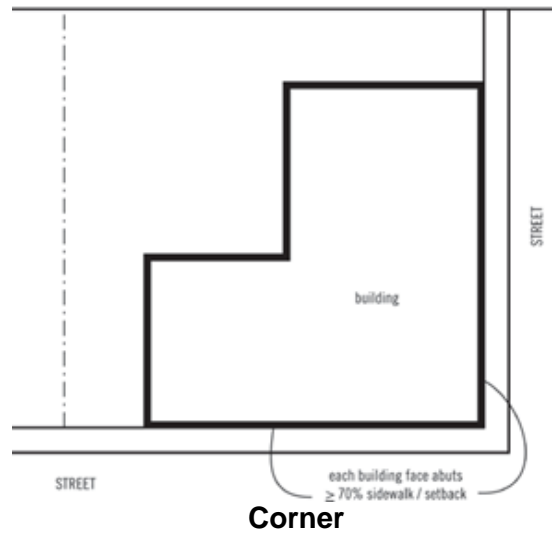


Figure 9b: Ground Floor Glazing

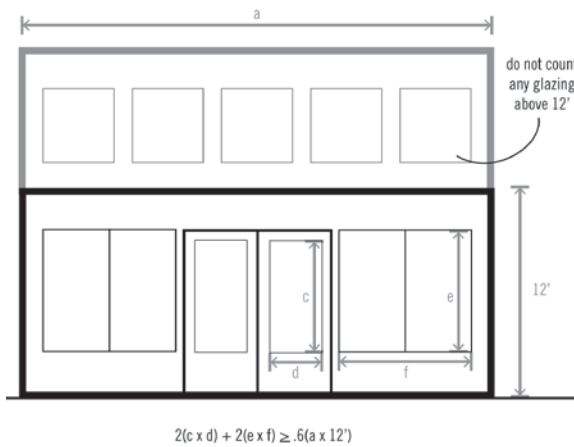


Figure 9c: Ground Floor Height

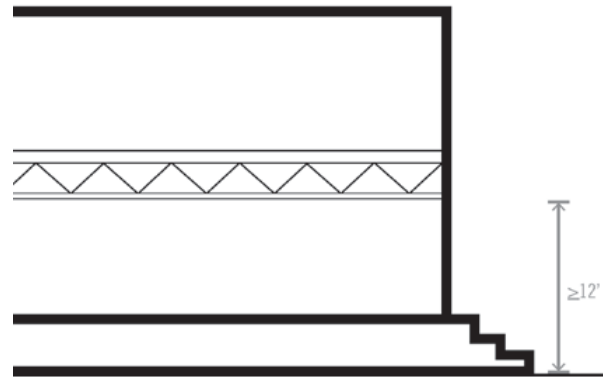


Figure 9d: Main Entry Prominence

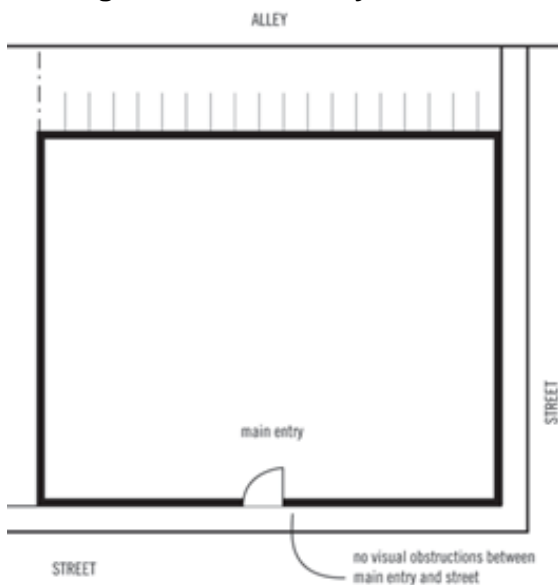
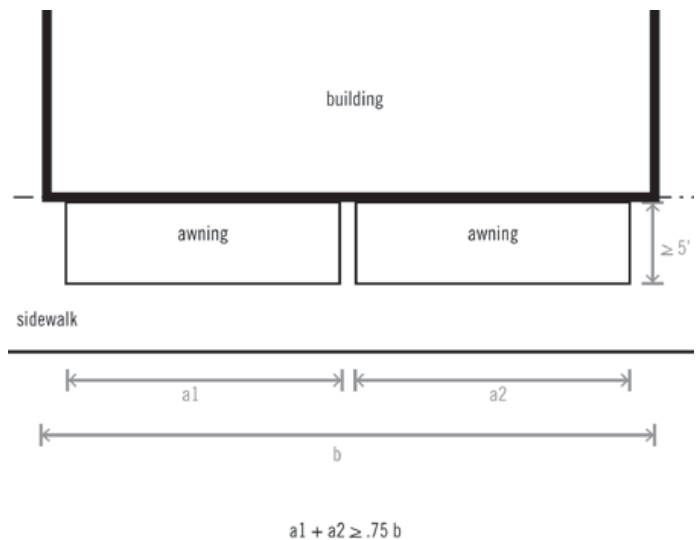


Figure 9e: Ground Floor Awnings



10. Sustainable Building

Purpose: The long term operating efficiency of buildings, like working roads, sewer and other utilities, is important to the long term viability of downtown Boise and address issues such as EPA non-attainment status and heat island mitigation. Energy efficient buildings are commercially sought after, attract strong tenants, and create long term value in the private community infrastructure by leaving more resource capacity available for additional growth.

- a. Living Building Certification:** As determined by any accrediting agency or third party demonstrating the same or equivalency.
- b. LEED Platinum Certification:** As determined by any accrediting agency or third party demonstrating the same or equivalency.
- c. LEED Gold Certification:** As determined by any accrediting agency or third party demonstrating the same or equivalency.
- d. LEED Silver Certification:** As determined by any accrediting agency or third party demonstrating the same or equivalency.
- e. Connection to and use of geothermal system:** The project includes and new connection, or maintains an existing connection, to an operating geothermal system.
- f. LEED Certified / Boise Green Building Code:** As determined by any accrediting agency or third party demonstrating the same or equivalency.
- g. Energy Star Certification:** As determined by any accrediting agency or third party demonstrating the same or equivalency.



AGENDA BILL

| | | |
|--|---|------------------------------|
| Agenda Subject: Resolution 1608 Approving Easement for Block 7 Alley Improvements | | Date: May 13, 2019 |
| Staff Contact: Matt Edmond | Attachments: 1. Resolution 1608 | |
| Action Requested: Adopt Resolutions 1608 approving easement agreements with Artiach Properties, LP for a public easement for Block 7 Alley Improvements. | | |

Background:

In late 2018, CCDC began working with stakeholders on designs to improve the alley between Capitol Boulevard, Main Street, 6th Street, and Grove Street (Block 7 Alley) as a public space. The proposed improvements included a patterned concrete surface, overhead lighting, and solid waste consolidation and screening. To install the preferred overhead strand lighting, which must be suspended from poles, and also achieve adequate lateral clearance between the poles, an easement is needed for placement of two poles next to the Leku Ona Hotel, which is owned by Artiach Properties, LP. CCDC negotiated with the property owner to grant an easement for the light poles as part of the Block 7 Alley project.

Another easement is needed for placement of a consolidated dumpster corral and screening fence on the south side of the alley between Business Interiors of Idaho and Bardenay. Agency staff will continue to negotiate with the property owner for this easement. If an agreement is not reached, we will delete the dumpster corral from the project plans.

Next Steps:

- May 2019: Record easement, finalize approvals, invitation to bid
- June 2019: Bid opening, secure easement for dumpster corral or delete it from project
- July 8, 2019: CCDC Board awards construction contract
- Late July 2019: Construction begins
- October 2019: Construction complete

Fiscal Note:

CCDC has \$400,000 budgeted for the Block 7 Alley project in 2019.

Staff Recommendation:

Adopt Resolution 1608 approving easement agreement with Artiach Properties, LP for a public easement for Block 7 Alley Improvements.

Suggested Motion:

I move to adopt Resolution 1608 approving an easement agreement with Artiach Properties, LP for a public easement for Block 7 Alley Improvements.

RESOLUTION NO. 1608

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A PUBLIC UTILITY EASEMENT AGREEMENT BY AND BETWEEN THE AGENCY AND ARTIACH PROPERTIES, LP; AUTHORIZING THE AGENCY CHAIRMAN AND SECRETARY TO EXECUTE THE EASEMENT AGREEMENT FOR THE AGENCY AS "GRANTEE" AND THEREAFTER RECORD SAID EASEMENT; 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 Agency has planned and budgeted for construction of public improvements and enhancements for the Block 7 alley of Boise City Original Townsite, located between Capitol Boulevard and 6th Street and between Main Street and Grove Street, which certain public improvements and enhancements go beyond the alley's current utilitarian functions; and,

WHEREAS, Artiach Properties, LP, is the owner of Lot 6 and a portion of Lot 5, Block 7, Boise City Original Townsite, which real property is adjacent to the Block 7 alley improvements planned for construction by Agency; and,

WHEREAS, Agency staff has negotiated with Artiach Properties, LP, to secure a public easement over a portion of its real property adjacent to the Block 7 alley for placement of light poles and concrete pavement in a manner that creates a uniform and cohesive appearance of alley improvements and that enhances the Artiach Properties, LP, property as well as the adjoining alley space; and,

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve and adopt the Public Utility Easement Agreement, attached to this Resolution as Exhibit A, and to authorize the Chairman and Secretary to execute the easement for the Agency as "Grantee" and thereafter record the easement with the Ada County Recorder's Office.

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

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

Section 2: That the Public Utility Easement Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved and adopted.

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

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on May 13, 2019. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on May 13, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
David H. Bieter, Secretary

Recording Requested By and
When Recorded, Return to:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

PUBLIC UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2019, by and between the Urban Renewal Agency of Boise City, also known as the Capital City Development Corporation (the "Grantee"), whose address is 121 N. 9th Street, Suite 501, Boise, ID, 83702, and Artiach Properties, LP (hereinafter "Grantor"), whose address is 2418 W. Pendleton Street, Boise, Idaho 83705. The Grantor and the Grantee may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

WHEREAS, the Grantor is the owner for the real property known as Lot 6 and a portion of Lot 5, Block 7, Boise City Original Townsite, and legally described in the record of survey attached hereto as **Exhibit A** (the "Property"); and,

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

WHEREAS, as part of the Block 7 Alley Improvements in downtown Boise, Grantee will install improvements using public funds over a portion of Grantor's property (the "Easement Property") as legally described in **Exhibit B**, attached hereto for the purposes set forth herein; and,

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

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

AGREEMENT

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

2. **Purposes of this Grant of Easement:** Grantor and Grantee acknowledge that the primary purpose of this Public Utility Easement Agreement is for placement of light poles and concrete pavement in a manner that creates a uniform and cohesive appearance of alley improvements and that enhances the Grantor's property as well as the adjoining alley space.

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

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

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

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

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

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

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

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

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

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

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

[Signatures on the Following Pages]

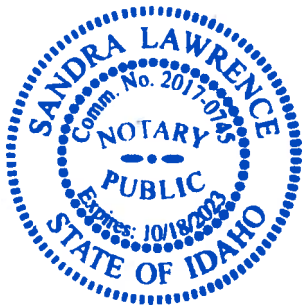
Artiach Properties L.P.


By: Jose M. Artiach
Jose M. Artiach, Partner

STATE OF IDAHO)
) ss.
County of Ada)

On this 12th day of April, 2019, before me, _____, a Notary Public in and for said State, personally appeared Jose M. Artiach, known or identified to me (or proved to me on the oath of N/A) to be a Partner of Artiach Properties L.P., an Idaho Limited Partnership, the entity that executed the instrument or the person who executed the instrument on behalf of said entity and acknowledged to me that such entity executed the same.

SEAL




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

GRANTEE:

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

By: _____
Dana Zuckerman, Chair

By: _____
David Bieter, Secretary

STATE OF IDAHO)
) ss.
County of Ada)

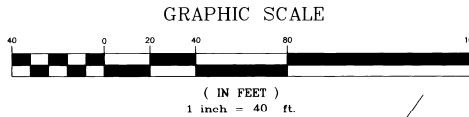
On this _____ day of _____ 2019, before me the undersigned notary public in and for said State, personally appeared Dana Zuckerman and David Bieter, known or identified to me to be the Chair and the Secretary, respectively, of URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY DEVELOPMENT CORPORATION, the independent public body, corporate and politic, that executed the within and foregoing instrument, and acknowledged to me that they executed the same on behalf of said Urban Renewal Agency of the City of Boise, Idaho.

Notary Public for Idaho
My Commission Expires _____

EXHIBIT A

RECORD OF SURVEY NO. 6836

MADE FOR
ARTIACH PROPERTIES, LP
LOT 6 AND A PORTION OF LOT 5, BLOCK 7 OF BOISE CITY ORIGINAL TOWNSITE
SITUATED IN
A PORTION OF SECTION 10, T.3 N., R.2 E., B.M.
BOISE CITY, ADA COUNTY, IDAHO



LEGEND

- PROPERTY BOUNDARY
- OTHER PROPERTY LINE
- STREET CENTERLINE
- - - ORIGINAL PARCEL BOUNDARY LINE
- FOUND 5/8" IRON PIN, UNLESS OTHERWISE NOTED
- FOUND BRASS CAP (IN MON. WELL)
- SET 5/8" REBAR, PLS 7314

CERTIFICATE OF SURVEYOR

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



COUNTY RECORDER'S CERTIFICATE

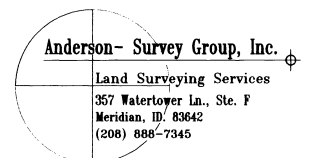
INST. NO. 105031660

STATE OF IDAHO, COUNTY OF ADA, ss.

FILED FOR RECORD AT THE REQUEST OF ANDERSON SURVEY GROUP
18 MIN. PAST 12 O'CLOCK P.M. THIS 16 DAY OF MARCH
2005.

J. DAVID NAVARRO, RECORDER

BY J. Sanwell DEPUTY
FEE \$ 5.00



© ANDERSON SURVEY GROUP, INC.

INDEX NO. 321-10-1-0-0-01-01

SHEET 1 OF 1



EXHIBIT B

February 5, 2019
Project No.: 118100

BOISE - BLOCK 7 ALLEY
ARTIACH PROPERTIES LP
UTILITY EASEMENT DESCRIPTION

An easement located in Lot 6 and a portion of Lot 5, Block 7 of Boise City Original Townsite, as shown on the Plat thereof, recorded in Book 1 of Plats at Page 1 of Ada County Records, situate in the Southwest Quarter of the Northeast Quarter of Section 10, Township 3 North, Range 2 East, Boise Meridian, City of Boise, Ada County, Idaho, being more particularly described as follows:

Commencing at the southeast corner of Lot 6, Block 7 of said Boise City Original Townsite, said point being common with the westerly right of way line of South 6th Street and the northerly right of way of West Grove Street;
Thence North 35°13'09" East, a distance of 118.37 feet on the westerly right of way line of South 6th Street to the POINT OF BEGINNING:

Thence North 54°47'27" West, a distance of 55.07 feet on the exterior face of an existing building;
Thence North 35°12'00" East, a distance of 3.77 feet to a point on the southerly right of way line of the 16-foot Alley in said Block 7;
Thence South 54°48'00" East, a distance of 55.07 feet on the southerly right of way line of said Alley to the northeast corner of said Lot 1, Block 7, said point being common with the westerly right of way line of South 6th Street;
Thence South 35°13'09" West, a distance of 3.78 feet on said westerly right of way line of South 6th Street to the POINT OF BEGINNING.

PREPARED BY:

The Land Group, Inc.

James R. Washburn

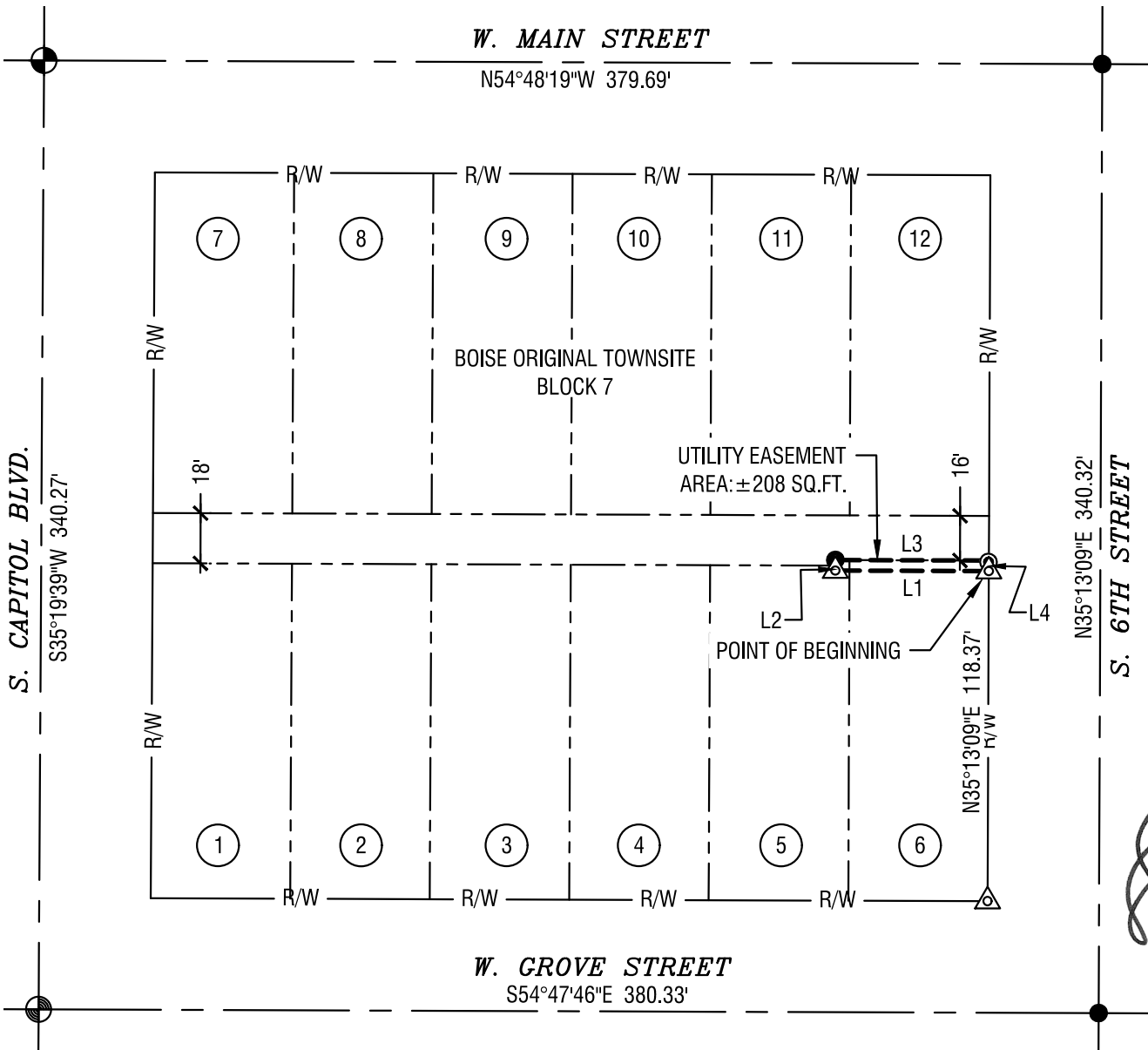


File Location: G:\2018\118100\cad\survey\exhibits\118100 ex utility esmt arttach.dwg
 Last Plotted By: dan innes
 Date Plotted: Wednesday, February 6 2019 at 08:21 AM

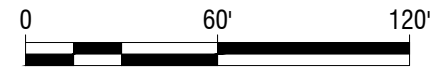


Exhibit "B"

Horizontal Scale: 1" = 60'



| Line Table | | |
|------------|-------------|--------|
| LINE | BEARING | LENGTH |
| L1 | N54°47'27"W | 55.07' |
| L2 | N35°12'00"E | 3.77' |
| L3 | S54°48'00"E | 55.07' |
| L4 | S35°13'09"W | 3.78' |



Project No.: 118100
 Date of Issuance: 02/05/2019



Exhibit "B"
Utility Easement
Artiach Properties LP

1 of 1

CITY REVIEW
BLOCK 7 IMPROVEMENTS
CAPITOL CITY DEVELOPMENT CORPORATION

S. 6th St | Capitol Blvd
Boise, Idaho 83702

Revisions



1.

Project No.: 118100
Date of Issuance: 02.08.18

Proposed Easement
Exhibit

EX1.0

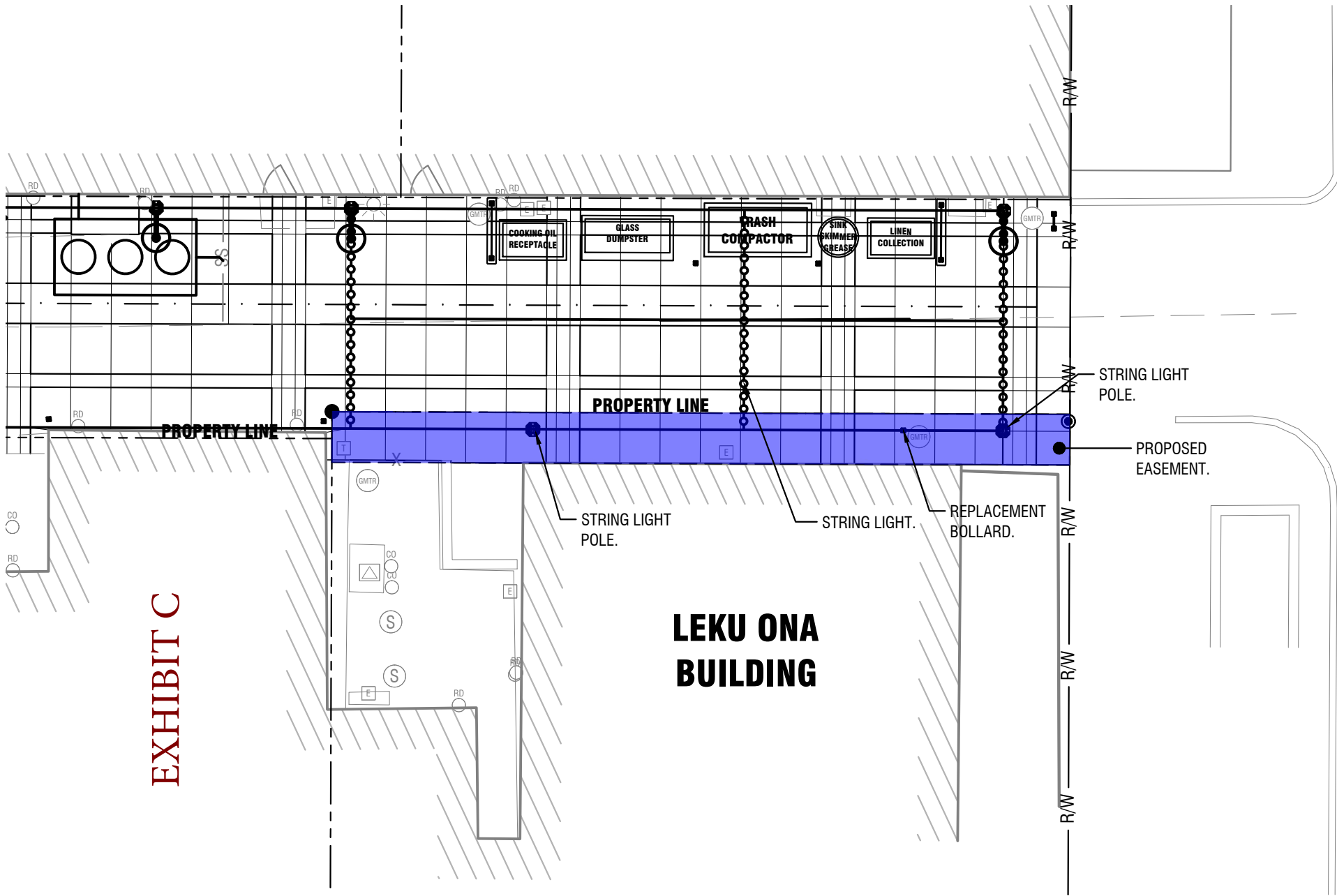


EXHIBIT C

LEKU ONA
BUILDING

S. 6TH STREET

Site Plan-Artiach Properties Easement

Horizontal Scale: 1" = 10'





IV. ACTION ITEMS



AGENDA BILL

| | | |
|--|---|------------------------------|
| Agenda Subject: State Street Urban Renewal Area Eligibility Report | | Date: May 13, 2019 |
| Staff Contact: Matt Edmond | Attachments: 1) State Street Study Area Map 2) Resolution #1587 3) State Street Study Area Eligibility Report | |
| Action Requested: Resolution #1587 – Accepting State Street Study Area Eligibility Report and forward to the Boise City Council for consideration. | | |

Background:

The City of Boise and CCDC began working on the State Street Study Area in 2018 to establish an urban renewal district along State Street within Boise city limits in order to facilitate the implementation of improved transit service and transit-oriented development along State Street. 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. The Eligibility Report 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 next steps, with include an economic feasibility study and the drafting of an urban renewal plan.

Since May 2018, CCDC has been working via a professional services agreement with Leland Consulting Group to conduct an eligibility analysis and to prepare an eligibility report determining whether the State Street Study Area meets the statutory criteria pursuant to the Law and the Act.

The State Street Study Area spans approximately 6 miles along State Street from 27th Street to Horseshoe Bend Road, and includes 651 parcels and approximately 575 total acres, including both legal parcels and rights-of-way. The study area includes the current Idaho Transportation Department (ITD) Headquarters campus. While the ITD campus is a high priority for redevelopment as a mixed use activity center, any redevelopment of the site will be contingent upon an agreement with or disposition by the appropriate state agencies.

The State Street corridor in Boise has been the subject of numerous planning efforts involving multiple agencies over the past 15 years related to transit and compact/transit oriented development. If deemed necessary and appropriate, urban renewal could provide an essential tool in bringing these planning efforts to fruition. *Blueprint Boise*, the comprehensive plan for the City of Boise, includes multiple goals and policies with regard to State Street and within the Northwest and North/East End Planning Areas:

- NE-CCN 2.5: Encourage a compact, transit-supportive pattern of development and redevelopment, and mix of uses along the State Street Corridor as outlined in the State Street Corridor Transit Oriented Development Policy Guidelines.
- NE CCN 2.6: Implement the State Street Transit and Traffic Operational Plan (TTOP) to achieve the land use, roadway and transit vision for the State Street Corridor.
- NW-CCN 1.2:
 - Designate areas along State Street as Transit-Oriented Development nodes consistent with the regional Long-Range Transportation Plan and the State Street Corridor Study.
 - Encourage pedestrian-oriented mixed use development along State Street where sufficient infrastructure exists or is planned.
 - Encourage the rehabilitation of existing strip centers through façade and landscape enhancement. Façade and landscape enhancements were used to revamp this strip center on State Street.
 - Support the assemblage of smaller parcels to accommodate larger redevelopment opportunities where feasible.
 - Encourage a range of economic development opportunities from small scale retail to office uses that will complement existing services available on State Street.

Other State Street planning efforts include:

- State Street Corridor Strategic Plan Study (2004)
- State Street Corridor Market Strategy (2007)
- State Street TOD Policy Guidelines (2008)
- State Street Transit and Traffic Operational Plan (2011)
- State Street TOD Design & Implementation Project (ongoing): This effort includes concepts for four transit station/development nodes: Whitewater Park, Collister/Marketplace, Glenwood, and Horseshoe Bend.

Included with this Agenda Bill is the final draft of the Eligibility Report. The report represents the culmination of extensive field survey work conducted by Leland Consulting Group as well as many hours working with the City and CCDC to analyze data regarding existing conditions and factors. The Eligibility Report documents the conditions of the Study Area and supports the finding that the Study Area meets the deteriorated area and/or deteriorating area conditions as defined in the Law and the Act. These qualifying criteria were found to be meaningfully present and reasonably distributed throughout the Study Area and are described within the Eligibility Report.

Fiscal Notes:

The total contracted amount with Leland Consulting Group for services and travel associated with preparing the State Street Study Area Eligibility Report is \$26,560. CCDC has sufficient funds budgeted in FY2019 for this planned activity.

Next Steps:

Subject to approval of Resolution #1587, CCDC staff will transmit the Eligibility Report to Boise City Council to be considered for adoption of its findings. If City Council makes the requisite findings, then CCDC would proceed with developing the Urban Renewal Plan for the State Street Project Area in collaboration with the City, project area stakeholders, and the general public. Staff expects the schedule would allow for the establishment of a new district by the end of calendar year 2020.

Staff Recommendation:

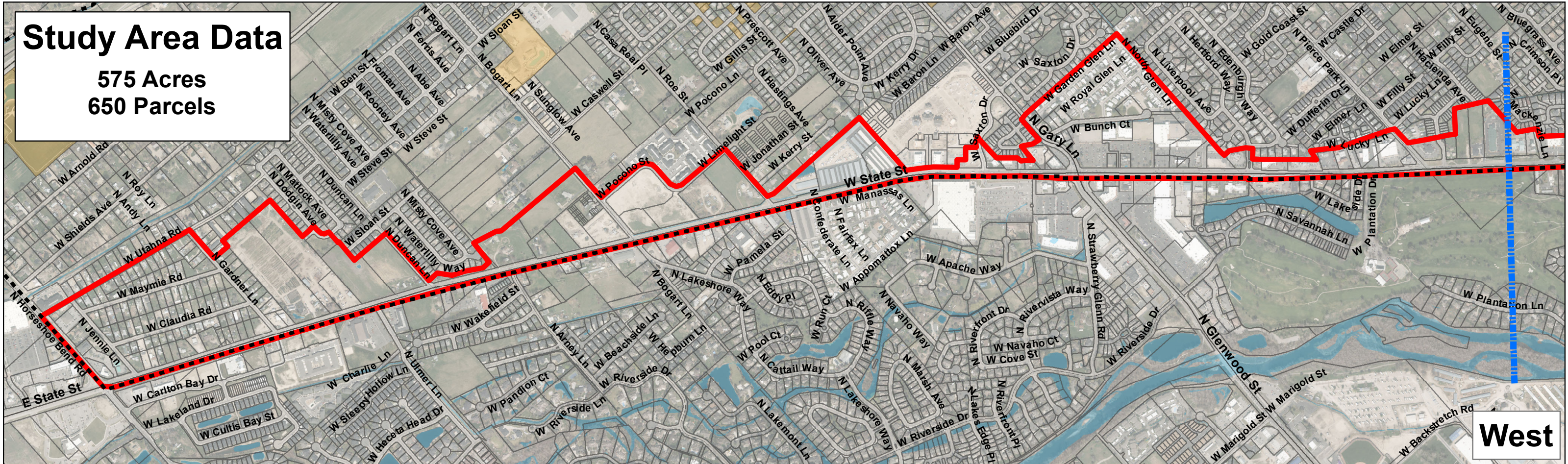
Approve Resolution #1587 accepting the State Street Urban Renewal Area Eligibility Report and transmitting to the Boise City Council for consideration.

Suggested Motion:

I move to approve Resolution #1587, which accepts the State Street Urban Renewal Area Eligibility Report and directs CCDC staff to transmit to the Boise City Council for future consideration.

Study Area Data

575 Acres
650 Parcels



Legend

- Boise Area of Impact
- State Street Study Area
- Boise City Owned Parcels
- Ada County Parcels



RESOLUTION NO. 1587

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 STATE STREET 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 “30th Street Plan”);

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

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

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 26-18 on July 24, 2018, approving the Amended 30th Street Plan de-annexing certain parcels 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 de-annexing certain parcels 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 Leland Consulting Group to commence an eligibility study and preparation of an eligibility report of an area which is a generally linear corridor of parcels along State Street from Horseshoe Bend Road on the west to 27th Street on the east. The area under review is almost entirely within the Boise City city limits; however, currently there may be a portion of State Street within the Garden City city limits and there is one parcel of real property located within unincorporated Ada County. The eligibility report area is commonly referred to as the State Street Study Area (the “Study Area”);

WHEREAS, the State Street Study Area Urban Renewal Eligibility Report, dated May 2019 (the "Report"), 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 Report;

WHEREAS, Idaho Code Section 50-2018(18) provides that an urban renewal agency cannot exercise jurisdiction over any area outside the city limits without the approval of the other city or county declaring the need for an urban renewal plan for the proposed area;

WHEREAS, a portion of the Study Area includes certain real property and/or right-of-way located in unincorporated Ada County and within the Garden City city limits;

WHEREAS, the City is working on boundary adjustments to include the full width of the State Street right-of-way and all adjacent parcels on the north side between Glenwood and Horseshoe Bend within the City limits by the end of 2019, which is expected to resolve the jurisdictional issue prior to the Agency's review of any urban renewal plan containing a revenue allocation provision;

WHEREAS, the Report addresses the necessary findings concerning the eligibility of open land within the Study Area as defined in Idaho Code Sections 50-2018(9), 50-2903(8)(c), and 50-2008(d);

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

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

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

Section 4. That one such area is the Study Area.

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 Report 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 any required agricultural consents 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 May 13, 2019. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on May 13, 2019.

APPROVED:

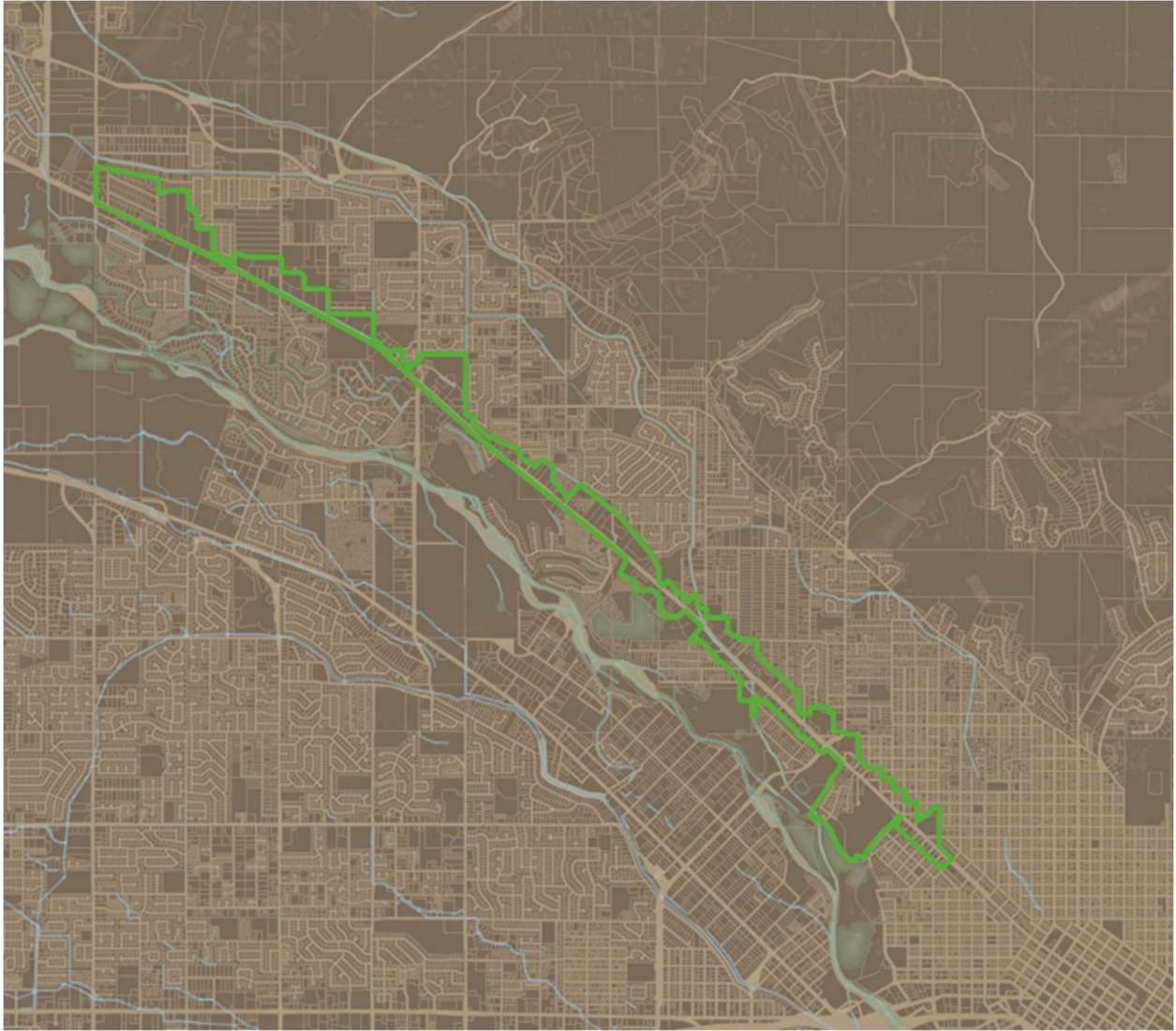
By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
David H. Bieter, Secretary

4831-5017-1286, v. 1

State Street Study Area Urban Renewal Eligibility Report



May 2019

prepared by

 **LELAND CONSULTING GROUP**

Background 1

Process and Approach 1

Existing Conditions Overview 1

Study Area Geography 1

Existing Land Uses 2

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Background

As the urban renewal agency for the City of Boise, Capital City Development Corporation (CCDC), is considering an opportunity to create a new urban renewal district along State Street to support a range of community development, infrastructure, and capital investments that have been the subject of many years of planning. One of the first steps in the creation of an urban renewal district is to conduct an eligibility study to determine whether physical and economic conditions are present that meet the eligibility criteria established in Title 50, Chapter 20 (Urban Renewal Law) and Chapter 29 (Local Economic Development Act) of the Idaho Code. To meet this requirement, CCDC engaged Leland Consulting Group (LCG) to analyze existing conditions in the proposed urban renewal area (the Study Area).

Process and Approach

The analysis summarized here is explicitly intended to provide an objective assessment of conditions within the proposed urban renewal area. This documentation is intended to provide CCDC and City leadership with evidence to aid those bodies in their official decision as to whether the Study Area constitutes a deteriorated area or deteriorating area eligible to be designated as an urban renewal project area.

Evidence of Study Area conditions was gathered using the following methods:

- Direct field observation,
- Geographic information systems (GIS) analysis of spatial data (including Ada County Assessor's parcel data, FEMA flood hazard maps, Police Department data on calls for service (for criminal activity and traffic accidents), code enforcement call records¹, and aerial imagery),
- Follow-up web-based research, and
- Discussions with CCDC and City of Boise staff.

Both the field observations and GIS analysis initially employed a detailed mapping of individual parcels along the Study Area to help ensure a thorough and exhaustive survey of the entire area. Findings, however, are reported and mapped here using individual points and areas without direct reference to individual parcels. This approach balances a reasonable effort to respect the privacy of owners and residents while still preserving the specificity of evidence for purposes of reaching eligibility conclusions.

Existing Conditions Overview

Study Area Geography

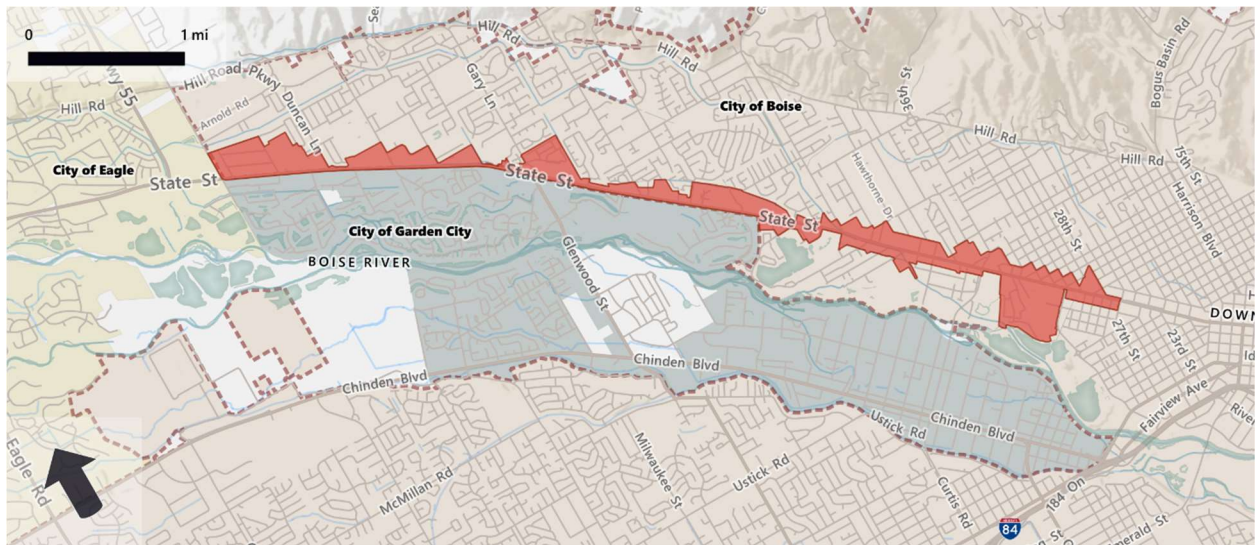
The Study Area is a generally linear corridor of parcels within the City of Boise along State Street from Horseshoe Bend Road on the west to 27th Street on the east – a linear span of just under six miles. State Street is

¹ Code enforcement call records were not relied upon as direct evidence of qualifying conditions, but rather provided an additional reference for cross-checking information gathered by other means (primarily direct field observation).

the local name for the portion of Idaho State Highway 44 connecting downtown Boise with the City of Eagle to the northwest.

The Study Area encompasses approximately 575 total acres, comprised of 442 acres within 651 legal parcels (tax lots) and the remainder within non-parcelized (primarily road right-of-way) areas. The whole Study Area lies within Ada County, Idaho, and is almost entirely within the City of Boise. Currently a portion of State Street is within the Garden City city limits and there is one parcel that is located in unincorporated Ada County. The City of Boise is working on boundary adjustments to include the full width of the State Street right-of-way and all adjacent parcels on the north side between Glenwood and Horseshoe Bend within Boise city limits by the end of 2019. The Study Area is depicted in Figure 1.

Figure 1: Study Area Locator



Existing Land Uses

Analysis of existing land uses within the Study Area began with Ada County assessor's parcel data. However, in ground-truthing the parcel data, it was determined that assessment categories used to designate occupancy/land-use types could be somewhat misleading or lacking in specificity (or, in some cases, outdated or incorrect). Thus, Table 1 is entirely reflective of conditions observed on the ground as of April 2018 – using logical groupings not necessarily consistent with those used for taxation purposes.

As shown, the Study Area includes a diverse mix of commercial, residential and public or quasi-public land uses. This land use diversity is, in part, driven by the Study Area's evolving role in the regional economy – with rural and semi-rural homes and activities, more reflective of the area's historical pre-annexation days, now standing alongside newly-constructed homes and neighborhood-serving retail centers.

Table 1: Observed Study Area Land Uses

| Land Use | Parcels | Acres |
|--|------------|--------------|
| Commercial Parcels- Total | 241 | 202.8 |
| Retail | 105 | 85.8 |
| Light Industrial (incl. self-storage) | 23 | 37.1 |
| Nursery/Landscape | 5 | 25.0 |
| Auto Sales/Service | 20 | 14.7 |
| Office | 28 | 10.4 |
| Parking | 9 | 5.8 |
| Medical/Dental/Clinic | 7 | 4.9 |
| Lodging | 1 | 0.4 |
| Vacant Land | 34 | 17.1 |
| Vacant Buildings (long-term) | 5 | 1.3 |
| Private ROW/Common Areas | 4 | 0.3 |
| Residential Parcels - Total | 396 | 167.4 |
| Single Family | 273 | 68.4 |
| Mobile Home Park | 6 | 26.0 |
| Agricultural Homesteads | 6 | 24.1 |
| Multifamily | 39 | 18.7 |
| Multifamily (under Construction) | 33 | 6.4 |
| Group/Nursing Homes | 4 | 5.3 |
| Common Areas & Private ROW | 16 | 5.9 |
| Parking | 2 | 1.5 |
| Duplex | 4 | 0.7 |
| Vacant Land | 13 | 10.4 |
| Public/Quasi-Public Parcels - Total | 14 | 71.6 |
| Idaho Transportation Department | 1 | 44.6 |
| Schools, Churches, Fire Stations | 7 | 23.3 |
| Creek/Road | 1 | 2.1 |
| Utility | 4 | 1.5 |
| ACHD (non-ROW parcels) | 1 | 0.1 |
| Total Parcelized Land | 651 | 441.8 |
| Rights-of-Way & Other Non-Parcelized Land | | 127.5 |
| Total Area | | 574.6 |

Source: LCG field observation with acreages derived from Ada County Assessor data and GIS analysis

*The ITD property was included in an urban renewal eligibility study in 2008, but later excluded from what became the 30th Street Urban Renewal Project Area

Figure 2: West Study Area Observed Land Uses

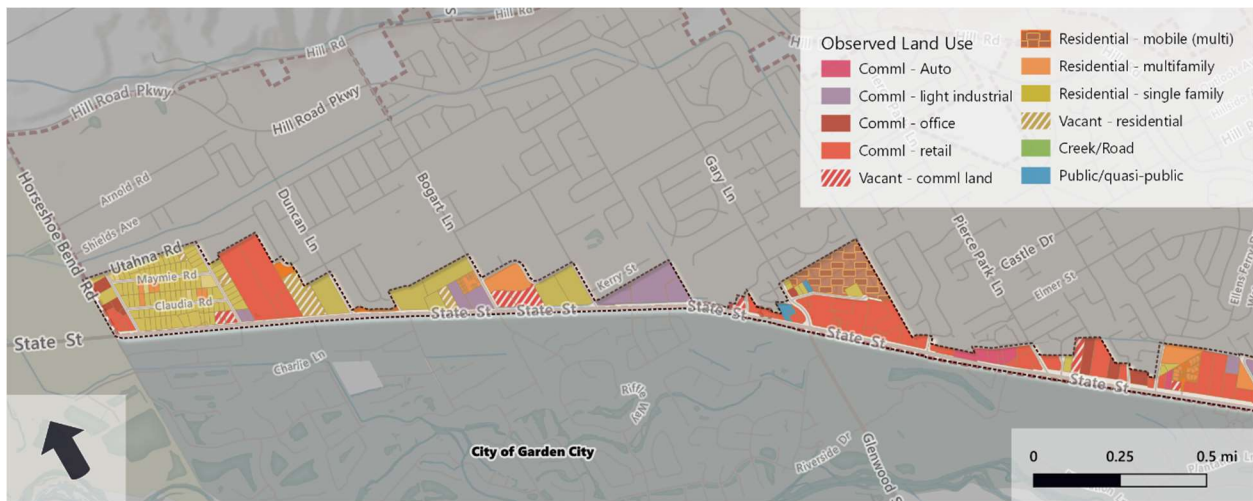
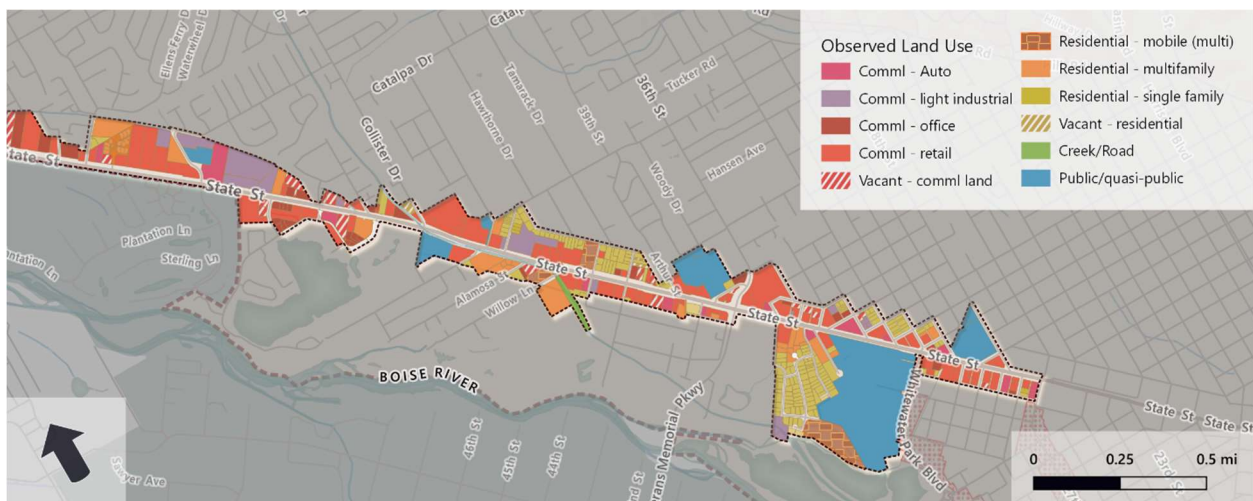


Figure 3: East Study Area Land Uses



Source: LCG field observation with parcel boundary GIS from Ada County Assessor

Commercial

More than half of the Study Area parcel acreage is devoted to commercial use (or potential use, in the case of zoned vacant land), with retail uses on 85.2 acres, comprising approximately half of occupied commercial land.

Approximately 880,000 square feet of leasable building space is in shopping centers, restaurants and other typical retail properties, including over 300,000 square feet within the Northgate Shopping Center alone (anchored by Albertson's, Rite Aid, Goodwill, etc.).

Other, less conventional, retail properties in the Study Area are engaged in more land-intensive businesses such as vehicle sales and service and garden/nursery centers. Despite accounting for nearly 1.7 million square feet of parcel land area, these landscape and automotive businesses operate out of less than 140,000 square feet of combined leasable building space. Almost all the Study Area buildings used for automotive and landscape establishments were constructed in the 1980s or earlier.

Non-retail commercial activity takes place in just over 150,000 square feet of office building space (including medical) and a similar quantity of light industrial/warehouse space.

Approximately 17 acres across 33 parcels are zoned for commercial use but are currently undeveloped vacant land.

Residential

Residential uses are represented in considerable variety throughout the area, from agricultural homesteads and mobile home parks (together totaling over 50 acres) to medium density townhomes and rental apartments.

Excluding mobile homes and the six agricultural homesteads, there are 273 single-family houses in the Study Area, using 68.4 acres of land in total, ranging in size and character from semi-rural, lower densities more common on the western half of the Study Area, to smaller lots closer in to downtown Boise on the east.

There are two centrally-owned mobile home parks with 110 total housing units. Another 210 housing units are found in the Study Area's six apartment properties. Finally, during the April 2018 field survey, approximately 84 townhouse units were under construction on two projects on either side of Bogart Lane, near the Study Area's west end (and are now likely completed).

Public and Quasi-Public

The Study Area's largest single parcel (in fact, the only parcel larger than 10 acres) is the 44.6-acre Idaho Transportation Department (ITD) headquarters property at 3311 West State Street. Excluding the non-parcelized transportation rights-of-way, the ITD lot comprises the lion's share of all Study Area public and quasi-public acreage. Parcels owned by school, church, and fire department users together comprise 23.3 acres.

Determinants of Eligibility

Under Title 50, Chapters 20 and 29, Idaho Code, an area's eligibility for treatment as an urban renewal project is largely governed by the presence and predominance of deterioration, in various forms, considered harmful to the growth and well-being of the community. The concept of deterioration is divided somewhat arbitrarily into two terms: "deteriorated area" and "deteriorating area." Note that while the emphasis is clearly physical deterioration, the definition subcategories extend into related concepts of infrastructure inadequacy, obsolescence, and other threats to sound growth and safety.

Definitions drawn from Idaho Code Section 50-2018(8,9) and 50-2903(8) are as follows:

1. Deteriorated Area

...[A]n area in which there is a predominance of buildings or improvements, whether residential or non-residential, which by reason of:

- a) Dilapidation;*
- b) Deterioration;*
- c) Age or obsolescence;*
- d) Inadequate provision for ventilation, light, air, sanitation or open spaces;*

- e) High density of population and overcrowding;*
 - f) Existence of conditions which endanger life or property by fire and other causes; or*
 - g) Any combination of such factors;*
- is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime and is detrimental to the public health, safety morals or welfare.*

Idaho Code Sections 50-2018(8) and 50-2903 (8)(a)

2. Deteriorating Area

...[A]n area which by reason of:

- a) The presence of a substantial number of deteriorated or deteriorating structures;*
- b) Predominance of defective or inadequate street layout;*
- c) Faulty lot layout in relation to size, adequacy, accessibility or usefulness;*
- d) Insanitary or unsafe conditions;*
- e) Deterioration of site or other improvements;*
- f) Diversity of ownership;*
- g) Tax or special assessment delinquency exceeding the fair value of the land;*
- h) Defective or unusual conditions of title;*
- i) Existence of conditions which endanger life or property by fire and other causes; or*
- j) Any combination of such factors;*

substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare in its present condition and use.

Idaho Code Sections 50-2018(9) and 50-2903 (8)(b).

Under Idaho Code Section 50-2008(a), an urban renewal project can be initiated if *either* the “deteriorated area” or “deteriorating area” definitions are met. Given the degree of overlap in the two definitions, LCG has chosen to present findings using the more specific subcategories for the latter. Findings presented below cover applicable subcategories of “deteriorating area” (re-ordered to keep similar topics together).

Findings: Deteriorating Area

Consistent with the broad diversity of land uses already described, the Study Area also includes a wide range of building, site and infrastructure conditions. As with land use variety, the range of deterioration findings appears to be reflective of State Street’s unique position within the shifting urban geography of metropolitan Boise. Properties and municipal facilities that were once on the rural edge of the city are now surrounded and intermixed with newer urbanized development.

Deteriorated or Deteriorating Structures

Types of Structural Deterioration

Based on firsthand site observation and examination of recent aerial and street-level photography (but without any internal inspection of buildings) LCG documented instances of structural deterioration scattered throughout the Study Area, most typically in the form of:

- Roof damage
- Extensive peeling paint
- Rotted or extensively weathered cladding, fascia and soffits
- Cracked walls, including potential evidence of foundation damage
- Damaged windows or doors
- General dilapidation

Although not predominant throughout the Study Area, the observed evidence appears to meet the “deteriorating area” definition’s requirement for “presence of a substantial number of [...] deteriorating structures” for the Study Area as a whole.

Examples of Structural Deterioration

Examples of structural deterioration are shown in the photographs below, and their geographic distribution throughout the Study Area is depicted in the maps that follow.



Deteriorating roof, walls/paint, fascia, windows



Deteriorating fascia/soffits, roof, walls, etc.



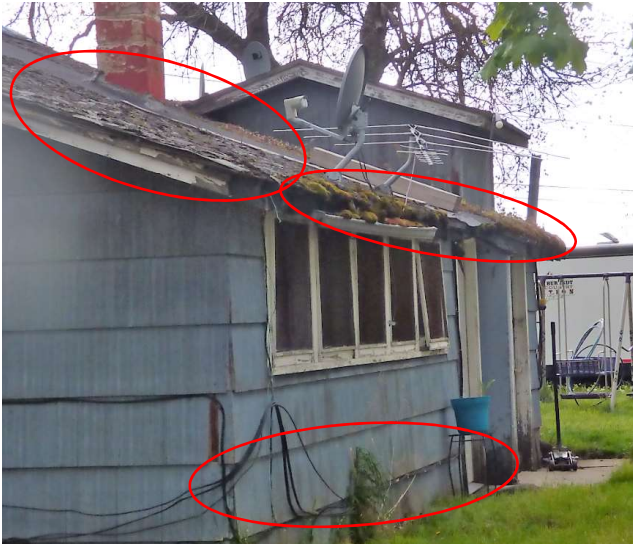
Deteriorating windows, fascia/soffits, roof, walls, etc.



Deteriorating roof, fascia, paint; rusting wall (background metal structure)



Deteriorating masonry, paint, bay doors; evidence of foundation problems



Deteriorating roof, fascia, siding, chimney, gutters, windows, etc.



Extensive roof damage, deteriorating siding, paint, shutters, etc.



Deteriorating upper walls/parapets, bay door paint, signage; evidence of roof drainage problems



Dilapidated barns



Deteriorating roof & primary signage/parapet



Deteriorating exterior walls/siding, paint, signage; rusted roof flashing



Deteriorating roofs

The locations of instances of structural deterioration found through direct field observation (and follow-up research) are illustrated alongside related examples of site deterioration in Figure 4, on page 19.

Preliminary Conclusion

a) The presence of a substantial number of deteriorated or deteriorating structures;

This criterion for urban renewal eligibility is present in varying degrees throughout the Study Area, though not as widespread as site deterioration.



Site Deterioration

On the whole, deterioration of sites is more common within this Study Area than structural deterioration. While many properties, both new and old, are quite well maintained in terms of landscape, parking lots, and other site conditions, there are numerous and rather widespread instances of deteriorating sites and non-primary improvements.

As with structural deterioration, observed instances of deteriorating sites was prevalent on many aging residential properties, especially on some parcels formerly used for agricultural activities. Vacant lots and more industrialized land uses (including certain automotive service categories) were also more prone to signs of deferred maintenance, weeds and trash.

Types of Site Deterioration

The most common types of site deterioration were noted in the following categories:

- Cracked or damaged parking lots
- Excessive trash, junk or other debris including illegal dumping
- Extensive weed growth, or other serious lack of landscape maintenance
- Unpaved alleys or primary driveways
- Damaged or dilapidated signage, fences, gates, or outbuildings
- Inadequate site drainage

Because of the semi-rural historic nature of much of the Study Area, site deterioration due to dirt or gravel alleys, driveways and parking areas is quite common. Similarly, curbs and gutters are absent along most of State Street itself and throughout many of the surrounding Study Area neighborhoods.

Functioning curbs and gutters, along with paved alleys, parking lots and driveways, are taken for granted as integral to almost all new subdivisions and street improvement projects elsewhere in the city, as necessary modern urban infrastructure in support of sound safety, drainage, lawn appearance, and access management. While lack of such infrastructure is not necessarily a sign of physical deterioration, their absence is likely to present public safety hazards and may deter sound development – particularly relative to areas with modern infrastructure.

Examples of Site Deterioration



Site deterioration, including poor drainage, weeds, haphazard parking, etc.



Parking surface deterioration and poor drainage



ITD parking lot deterioration



General site maintenance issues; lack of curb/gutter, deteriorating signage, gravel lot, etc.



Deteriorating sidewalk, gravel/dirt driveway, weeds, junk storage



Dumping, excessive weeds, no curb/gutter, fire hazards, etc.



Deteriorating signage



Cracked sidewalk, abrupt sidewalk end, deteriorating gutter, site/landscape maintenance



Unmarked & deteriorating parking lot amid overhead utility poles, unsafe sidewalk, deteriorated crosswalk



Deteriorating street, no sidewalk, no curb/gutter, weeds, drainage/erosion issues



Deteriorating parking surface with faded/missing space markings



Deteriorating parking surface with faded/missing space markings



New sidewalk, but street margin deterioration and no curb/gutter



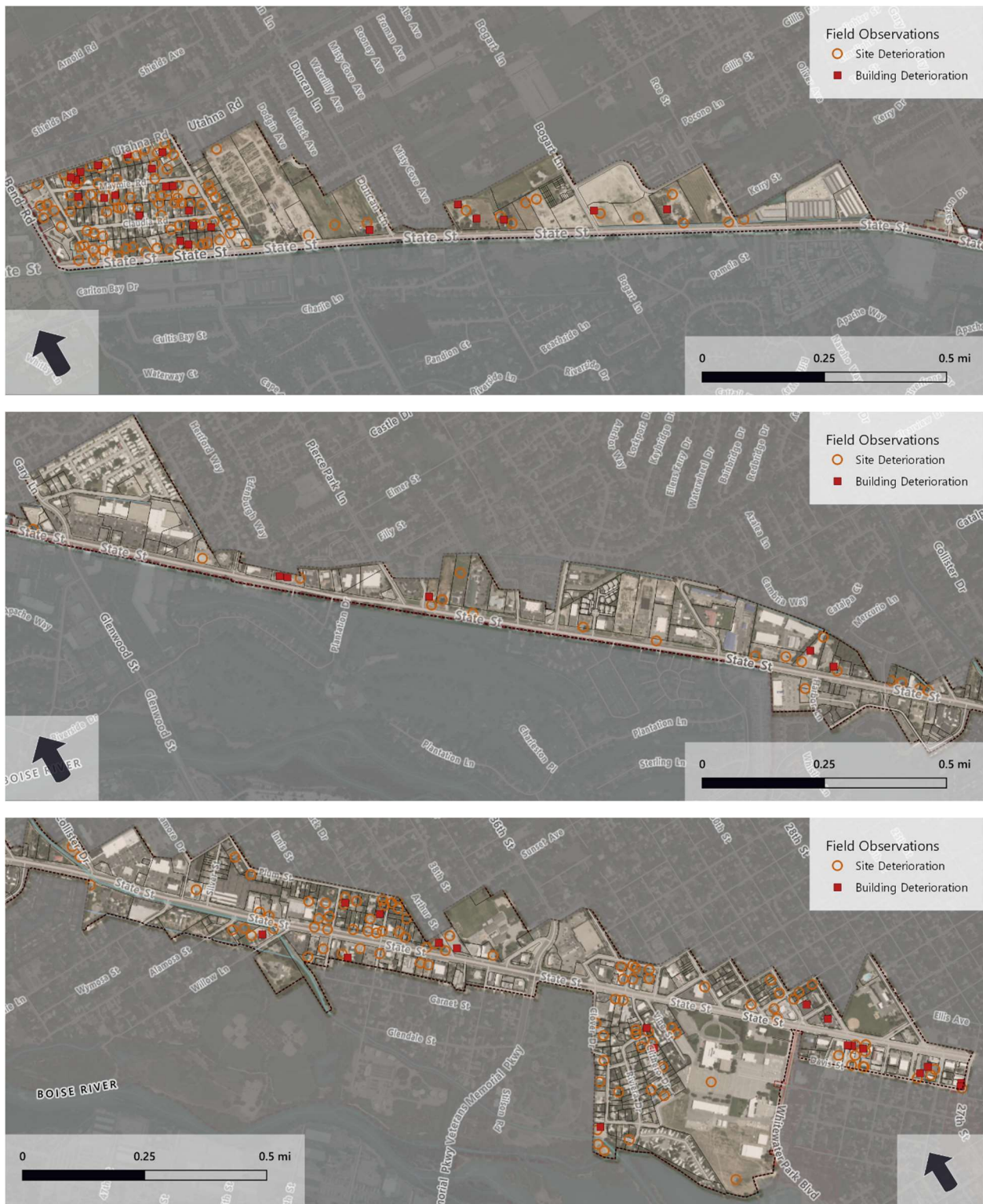
Sign damage, deteriorated street margin, drainage problems



Badly deteriorated street margin, no curb/gutter; sidewalk area used for truck parking



Figure 4: Deterioration of Sites and Buildings (West, Central, East Study Area)



Preliminary Conclusion

e) Deterioration of sites or other improvements

This criterion for urban renewal eligibility is widespread within the Study Area, though somewhat less pervasive among the newer development in the central portion.



Defective or Inadequate Street Layout

Street placement and network connectivity along State Street are made difficult largely due to three factors: diagonal orientation, physical barriers, and piecemeal development of subdivisions and local road infrastructure.

Diagonal Orientation

Approximately matching downtown roadway orientations, the angle of the State Street corridor is nevertheless out of alignment with the bulk of the regular north-south grid found throughout the bulk of the surrounding metro area. This tends to create awkward intersection angles and parcel shapes where the corridor meets with streets lying on the standard orthogonal grid.

Physical Barriers

State Street runs parallel to two nearby physical features that greatly limit through-access to the northeast and southwest. The Boise Foothills, approximately one-mile northeast of the Study Area, are both prohibitively steep and tightly conserved as a natural resource, thus the effectively forming the northeastern border of the urbanized metro area.

Approximately 1,500 to 2,500-feet to the south-southwest of State Street, the Boise River is another access-limiting natural feature, with widely spaced bridge crossings found only at Glenwood St./Gary Ln. and Veterans Memorial Parkway (and an indirect crossing using Whitewater Park Blvd. to Main St., near the east end of the Study Area). These barriers, together with the diagonal overlay, result in an unusually high number of dead-end streets in the Study Area.

Piecemeal Development

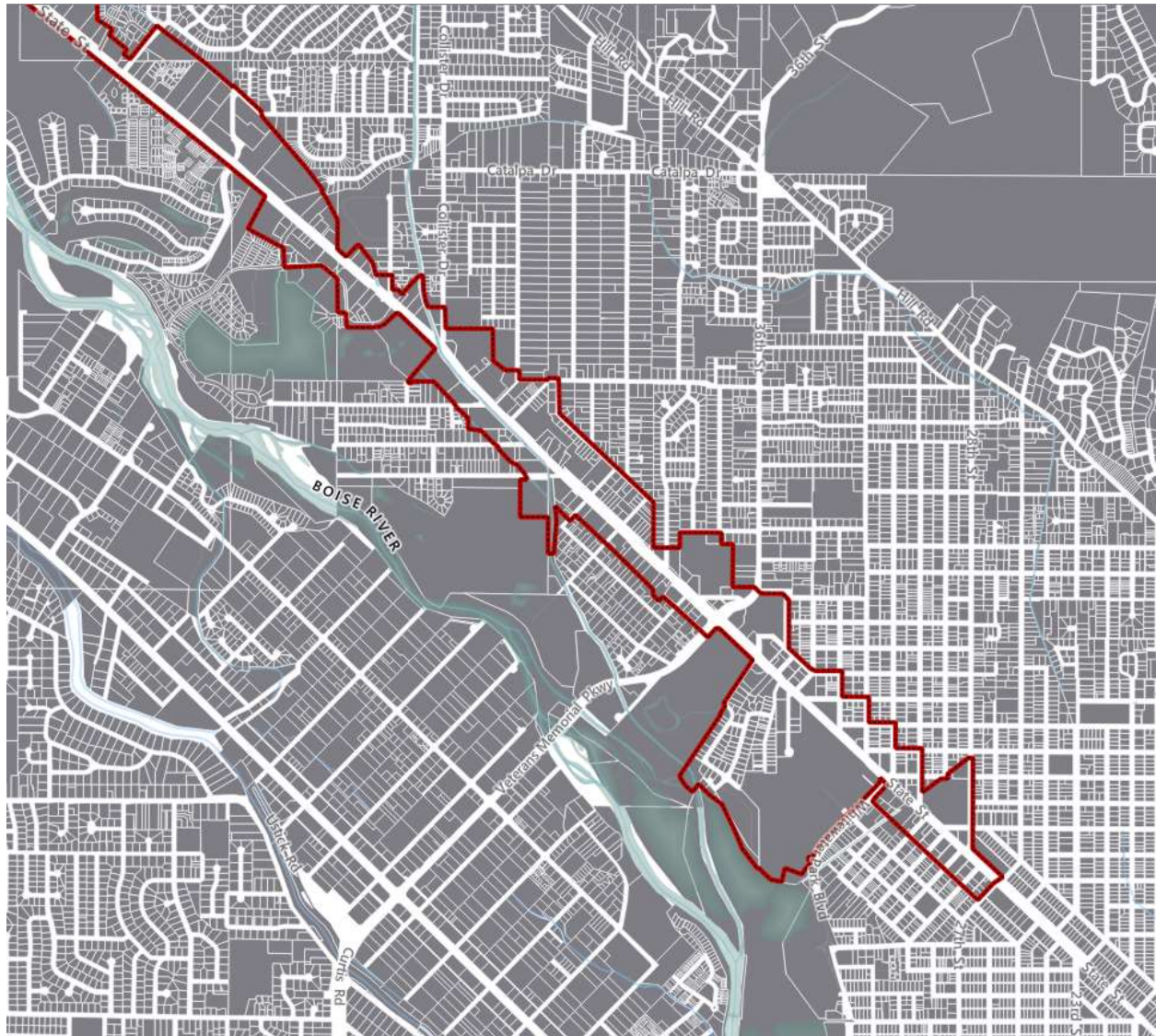
Due in equal parts to the historical role of the Study Area as an urban/rural fringe and to the physical constraints outlined above (as well as the irregular municipal boundaries), the Study Area appears to have developed for decades with a minimum of coordinated planning across major land ownerships and little willingness (or foresight) to create an integrated road network.

The resulting urban fabric stands in marked contrast to more orderly neighborhoods found just beyond the Study Area. Figure 5, showing only platting and roadways, illustrates this difference in lots and streets relative to the surrounding neighborhoods.

At the time of this analysis, the intersection of State Street and Veterans Memorial Parkway was undergoing major improvements and reconfiguration, resulting in multiple construction-related road closures, detours and

street demolition. For purposes of determining urban renewal eligibility factors, we attempted to ignore any apparent street layout or deterioration issues appearing to be related to that roadwork project.

Figure 5: Study Area Street Grid and Platting Irregularity Relative to Surrounding Areas



Types of Deterioration Related to Street Layout

For this analysis (again, excluding issues related to Veterans Memorial Parkway construction) we found the following Study Area conditions to constitute evidence of defective or inadequate street layout:

- Lack of access or continuity of traffic flow, including dead-ends
- Significant clustering of traffic accidents (using Police Department GIS records for 2015, 2016 and 2017)
- Excessive access points or lack of adequate access control, especially on State Street itself
- Unpaved alleys
- Inadequate or unsafe pedestrian and bicycle provisions

Examples of Deterioration Related to Street Layout



New curb on access road, but used for ingress/egress from State anyway



Sidewalk with multiple access points, loose gravel, deteriorated crosswalk striping, and little physical separation from heavy traffic



No curb/gutter, gravel driveway, potholes, drainage problems; no sidewalk/pedestrian safety



Sampling of Study Area dead-ends

The map in Figure 6 shows locations of dead-end streets and other instances of streets with no through access to other collectors or arterials. The far western end of the Study Area is relatively free from significant access problems.

Figure 6: Study Area Dead-Ends & Other Street Access Blockages



Source: Leland Consulting Group, based on field observation and analysis of GIS street layers

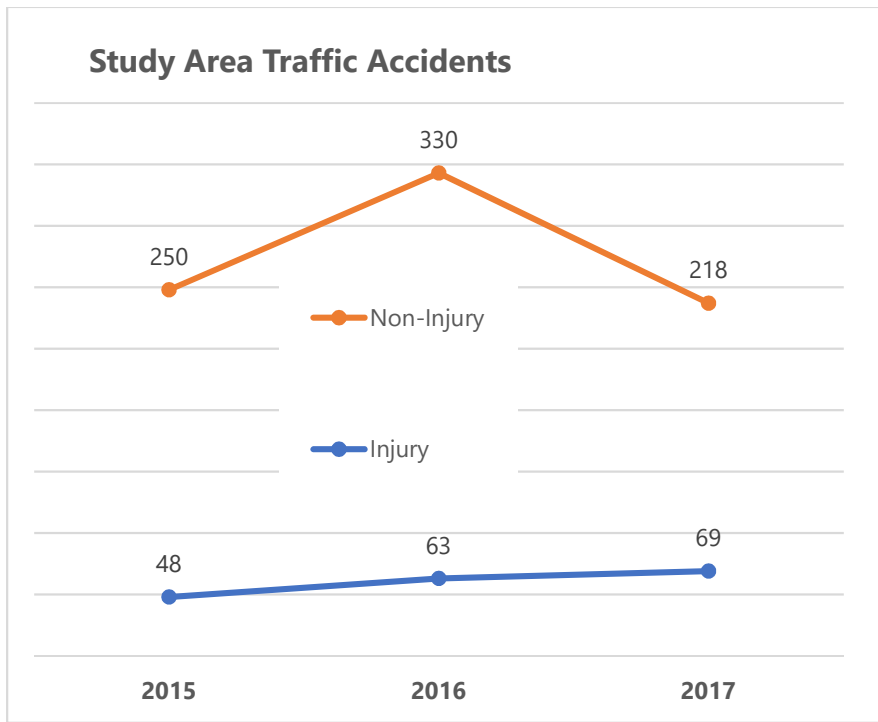
Traffic Accidents

Traffic accident data recorded by the Boise Police Department for the years 2015 through 2017 was examined to identify evidence of declining safety that could potentially be due (at least in part) to faulty, deteriorating or inadequate streets in the Study Area. Based on that dataset, LCG found that injury accidents within the Study Area increased from 48 in 2015 to 69 in 2016, an increase of 44-percent. Over the same timeframe, Boise P.D. also reported an increase in department-wide injury accidents, from 915 to 1,037, for a smaller, 13-percent increase.

Non-injury accidents in the Study Area rose between 2014 and 2015, but then more than offset that increase with a large decline in 2016, as shown in Figure 7, resulting in a two-year net decline of 13-percent. Department-

wide reports of non-injury accidents showed a similar pattern, with a year-over-year gain in 2015 followed by a larger drop in 2016 – a net decline of 16-percent over the two-year period.

Figure 7: Study Area Traffic Accidents by Year*



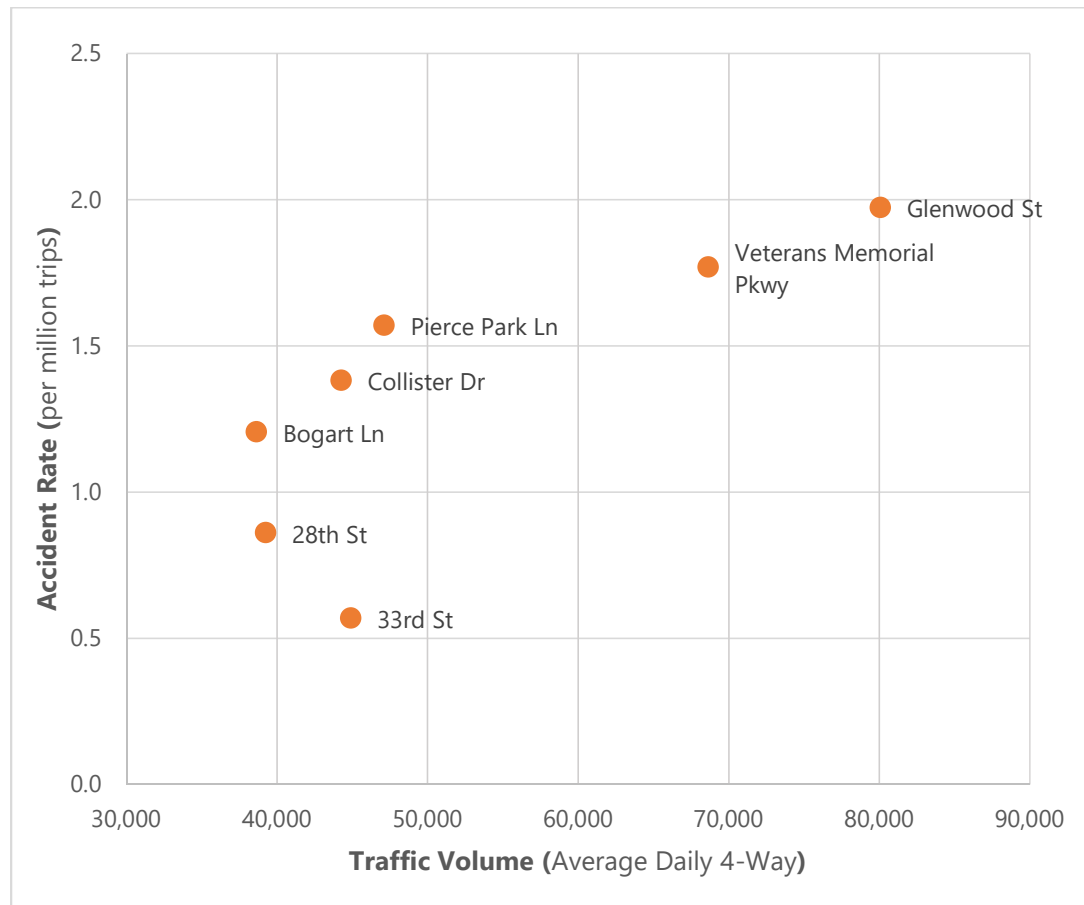
Source: Incident Reports by Boise Police Department, analyzed by Leland Consulting Group

*May understate accidents in Study Area since other jurisdictions process some incidents on State Street

Another analysis pairing accident data with traffic volume data (where available) was conducted to look for “hot spots” along the Study Area where accidents were most common, after adjusting for the volume of traffic.

As shown in Figure 8, The intersections of State Street with Glenwood Street and with Veterans Memorial Parkway are both the busiest and the most dangerous, even when adjusted for traffic volume. At Glenwood Street, there were nearly two crashes for every one million trips (combined traffic on both intersecting streets).

Figure 8: Street Traffic Accident Rates, Compared with Total Intersection Traffic Volume



Source: Leland Consulting Group analysis using Compass/ACHD traffic count data and Boise Police Department traffic accident data

Note: Accident rates for this analysis are calculated by taking the average annual total crashes (both injury and non-injury) over a three-year period (2015-2017) and dividing that number by the combined total Average Daily Traffic (ADT), in millions, across both intersection streets. While this formula enables estimates across Study Area intersections, it is not necessarily comparable to any other statistic reported by the City, ITD, ACHD, or other agencies.

Unfortunately, city-wide or regional comparison data (with accident rates adjusted for traffic volume) was not readily available for this report. That said, this report's finding regarding safety problems at Glenwood Street is consistent with a recent ITD analysis of the Boise region's most dangerous intersections. At the request of the Boise Statesman, ITD analyzed hundreds of intersections across southwest Idaho and found the State/Glenwood intersection to be the 11th "most dangerous" based on crash data from 2012 to 2016.

Preliminary Conclusion

b) Predominance of defective or inadequate street layout

This criterion for urban renewal eligibility is widespread within the Study Area, though somewhat less pervasive on its western extent.



Insanitary or Unsafe Conditions

Conditions rising to the level of being unsafe or insanitary are typically a function of other deterioration categories discussed above. Deterioration of buildings and sites (including streets and pedestrian ways), when neglected or severe, can present real safety hazards. Insanitary conditions appear less likely to exist in the Study Area, but could arise in conjunction with drainage problems (due to mosquito-borne disease, for instance)

Types of Insanitary or Unsafe Conditions

For this analysis, we considered the following indicators:

- More extreme instances of site and structural deterioration, especially those presenting obvious hazards (including fire danger from extensive weeds)
- Significant clustering of violent or property crime incidents, as evidenced by GIS Police Department records of calls-for-service taking place in 2015, 2016 and 2017
- Significant clustering of traffic accidents (also using Police Department GIS records)
- Clear dangers to pedestrians, bicyclists or motorists due to problems with access points, crosswalks or sidewalks
- Evidence of storm drainage problems

Examples of Insanitary or Unsafe Conditions



Inadequate/unsafe bike/ped provisions, dead end, deteriorating curb & pavement, weeds, etc. (State & Willow)



Memorial for a bicycle fatality

Flood Hazard

Presence of flood hazard is often used as an indicator of unsafe conditions for purposes of urban renewal eligibility. Despite the proximity of the River and related wetlands, the Study Area was found to be free of significant areas of flood risk, based on mapping currently available from FEMA, with the lone exception of the mobile home park located on Riviera Drive, southwest of the Idaho Transportation Department headquarters campus. That community lies entirely within the 1-percent ("hundred-year") flood hazard area, as currently mapped. It should be noted, however, that FEMA is in the process of updating the flood risk maps for large portions of the Boise metro, including the Study Area. While it appears that this update may add or enlarge some flood hazard boundaries in the vicinity, that analysis was still ongoing at the time of this report.

Environmental Hazards

Leland Consulting Group obtained GIS layers from the Environmental Protection Agency (EPA) showing the location of sites where hazardous wastes are known to be stored or emitted (legally), as well as locations of citations for mis-handling hazardous materials, presence of ongoing leaks, or ongoing clean-up activities related to previously identified contamination.

The Study Area appears to be free of known hazardous leaks (plumes or leaking underground tanks) and does not include any properties where there have been recent reports of EPA-tracked citations or violations. Known locations of hazardous emission and storage, such as gas stations and certain automotive services, appear to be operating legally, per the EPA data clearinghouse (which includes reporting from state agencies).

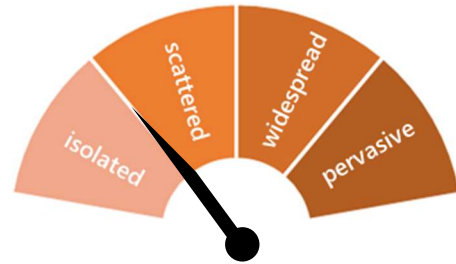
Crime

Leland Consulting Group analyzed Boise Police Department calls for service related to suspected criminal activity, both in the Study Area and citywide, for the years 2015, 2016 and 2017. While there are certainly hotspots of both violent and non-violent, property-related crime reports along the Study Area, these do not appear to be disproportionate to the surrounding area or similar mixed-use corridors throughout Boise.

Preliminary Conclusion

d) *Insanitary or unsafe conditions*

Because Idaho's Urban Renewal Law is unclear as to applicable thresholds for what is insanitary or unsafe, we conservatively assume that this eligibility indicator is less widespread than the preceding categories of deterioration.



Faulty Lot Layout

Though not, strictly speaking, a symptom of “deterioration” in its common usage, faulty lots are recognized by statute as a potential barrier to sound growth and development. Lot layouts in the Study Area suffer from many of the same irregularities—and are largely due to the same factors—as those outlined under *Faulty Street Layout*.

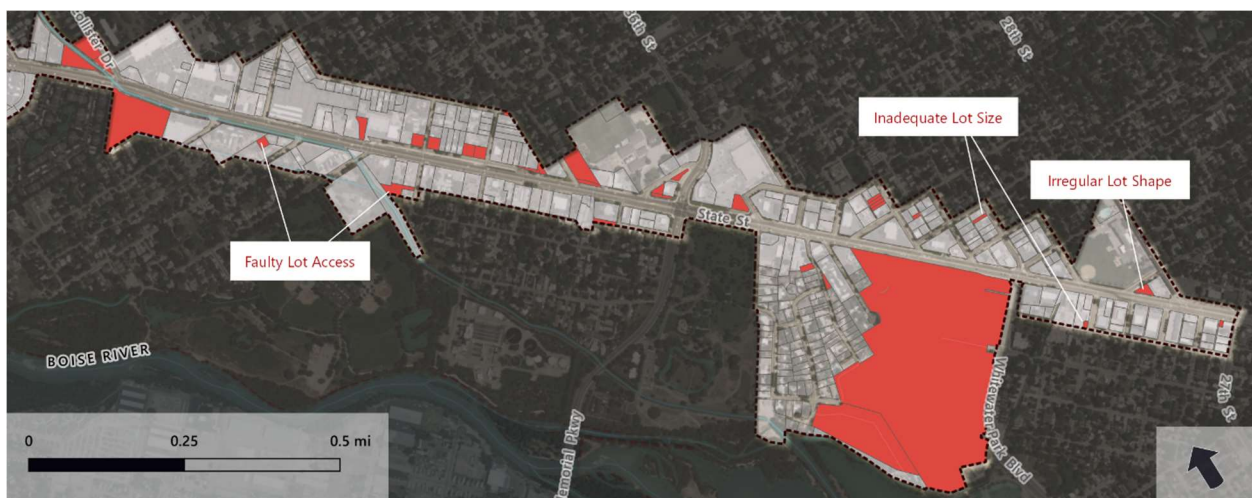
Types of Faulty Lot Layout

For this report, the following conditions were noted as indicators of faulty lots likely to present constraints on future development or redevelopment:

- Parcels smaller than 0.05 acres (approx. 2,150 square feet), especially if not assembled along with adjacent lots under the same ownership
- Triangular or other irregular parcel shapes (especially for smaller-sized lots)
- Parcels where direct access to public streets is absent or especially awkward
- Buildings bisected by parcel boundary lines

At the other end of the size spectrum, the ITD site, as a single undivided parcel of nearly 45 acres with limited access to local roads, could pose financial challenges to any potential future private redevelopment due to its sheer size. The scale of investment required for infrastructure and construction on such a large individual site would be especially daunting for Boise-area builders and lenders.

Figure 9: Faulty Lots, East Portion of Study Area



Preliminary Conclusion

c) *Faulty lot layout in relation to size, adequacy, accessibility or usefulness*

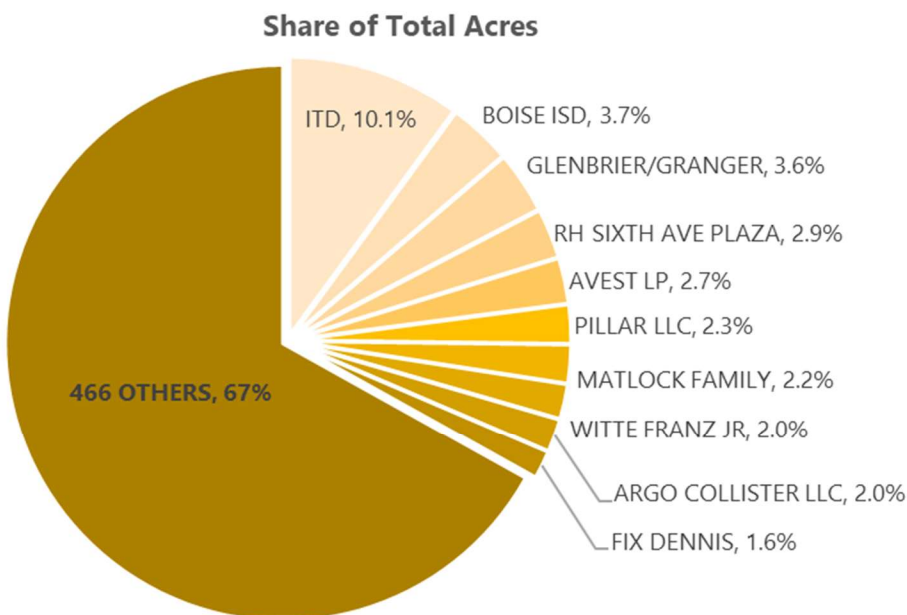
This indicator of eligibility for urban renewal status is widespread, especially on the eastern half of the Study Area.



Diversity of Ownership

Although highly fractured parcel ownership is not *necessarily* detrimental to sound growth and welfare, areas planned for redevelopment activity to address persistent problems can face considerable challenges when developers must undertake complex and expensive property assembly across multiple owners.

Figure 10: Share of Study Area Acreage by Ownership



Source: Ada County Assessor data; and LCG analysis

As shown in Figure 10, there are just ten land owners with more than 1.5 percent of the overall parcel acreage in the Study Area. This includes the 45-acre ITD headquarters parcel, which alone accounts for ten percent of Study Area acreage. After these top ten acreage owners, there are fully 466 other owners controlling the remaining 476 parcels in the Study Area.

In total, the Study Area has 476 different owners (after logical consolidation of parcel records based on similar names). Of that total, nearly 98-percent of owners control just one parcel each. The overall median property acreage per ownership entity is approximately 0.33 acres.

Preliminary Conclusion

f) Diversity of Ownership

This indicator of eligibility for urban renewal status is pervasive throughout the Study Area.



Danger from Fire & Other Causes

As with unsafe or insanitary conditions, “danger from fire and other causes” is, for the most part, redundant with other findings of deteriorating site and building conditions already described above. Excessive weed growth, dumping or junk accumulation, and building dilapidation, for example, can all increase the danger to life and property due to fire. Poor storm drainage can raise the risk of flood damage to property. Faulty street layout, street margin deterioration, and deteriorating or absent pedestrian amenities all potentially increase danger to life and vehicles (to the extent that traffic accidents can be seen as “other causes”). However, because the danger to life and property varies substantially depending on the location and severity of the aforementioned causes, this subcategory of statutory deterioration is considered to be less pervasive than any of those contributing factors.



Neglected site maintenance posing a likely fire hazard

Preliminary Conclusion

i) Existence of conditions which endanger life or property by fire and other causes

This indicator of eligibility for urban renewal status is scattered throughout the Study Area.



Consideration of Agricultural and “Open Land”

Agricultural Operations

Idaho’s Urban Renewal Laws (Title 50, Chapters 20 and 29, Idaho Code) gives special consideration to lands with little or no built improvements but that are actively engaged in agricultural activities. Such agricultural operations cannot be considered eligible for urban renewal projects due to deteriorating conditions without the consent of those property owners.

Idaho Code Sections 50-2903 (8)(f) and 30-2018 (9) refer to definitions of agricultural operations laid out in the State’s “Right to Farm” laws (22-4502):

...“Agricultural operation” means an activity or condition that occurs in connection with the production of agricultural products for food, fiber, fuel and other lawful uses, and includes, without limitation:...

For purposes of the Study Area analysis, the following agricultural subcategories are most relevant:

d) Planting, irrigating, growing, fertilizing, harvesting or producing agricultural, horticultural, floricultural and viticultural crops, fruits and vegetable products, field grains, seeds, hay, sod and nursery stock, and other plants,...

(e) Breeding, hatching, raising, producing, feeding and keeping livestock, [...] and other animals,...

Open Land

Other vacant land, even if not currently used for agricultural production, may be considered as “open land” for purposes of urban renewal projects in Idaho (Idaho Code Sections 50-2018 (9) and 50-2903 (8)(c). Unlike agricultural operations, non-agricultural open lands do *not* trigger the same need for owner consent to determine urban renewal eligibility. They do, however, require an additional analysis of community housing or service needs prior to any acquisition and reuse by an urban renewal authority, depending on whether the new use is to be residential or non-residential (Idaho Code 50-2008(d). Unfortunately, beyond implying that such properties are not part of agricultural operations, the state’s Urban Renewal Laws provide no additional guidance as to how the term “open land” should be determined or applied (Idaho Code 50-2903(8)(c)).

Idaho Code 50-2903(8)(c) states:

“Any area which is predominately open and which because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. The provisions of section 50-2008(d), Idaho Code, shall apply to open areas.”

Analysis of Study Area Parcels

While the Study Area does not include any agricultural zoning districts, there are 14 parcels with questionable status as to agricultural or open land status, as applied to the Urban Renewal Law. Twelve of the parcels in question are located on the western half of the Study Area, between the 9700 West and 8300 West blocks,

north of State Street, as shown in Figures 11 to 13. The remaining two questionable parcels, not shown in figures, are commercial nurseries doing business as retail garden centers and suppliers for landscaping contractors.

Figure 11: Possible Agricultural Operations and Open Lands, West of Duncan Lane



Figure 12: Possible Agricultural Operations and Open Lands, West of Bogart Lane

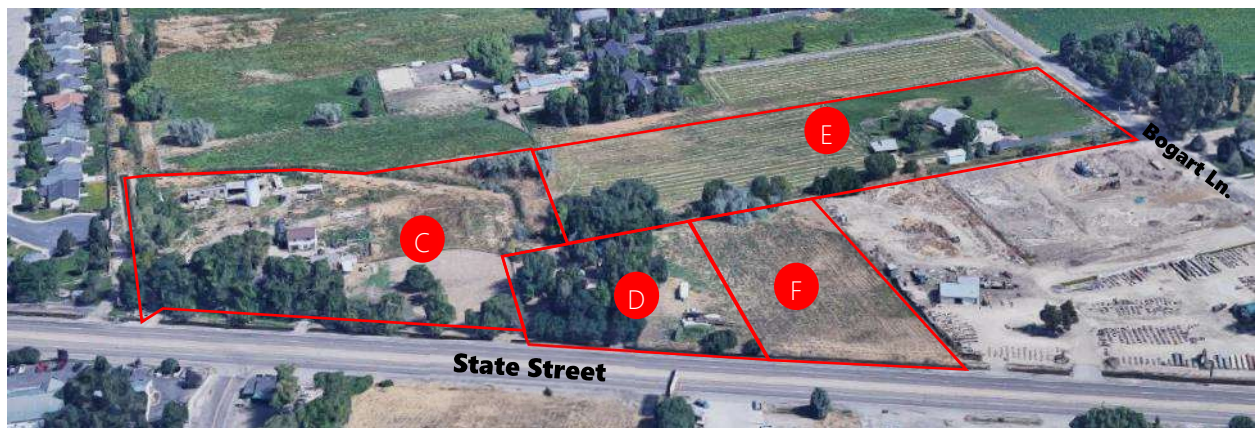


Figure 13: Possible Agricultural Operations and Open Lands, East of Bogart Lane



Source: (for all three figures) 2018 Google 3-D aerial imagery

In Table 2, we discuss arguments for and against including each parcel as an agricultural operation or an open land, relative to State Urban Renewal Law, based on a combination of assessor's parcel records, field observations, and aerial photography.

Table 2: Discussion of Potential Agricultural and Open Lands

| Parcel | Evidence of Agricultural Operations or Open Lands | Evidence Against | Recommended Determination |
|--------|--|---|---|
| A | <ul style="list-style-type: none"> Large (5 ac.) field with no dwellings or structures Parcel records note "IRRIGATED AG" as land use, and agricultural tax rates appear to apply 2017 street view photography shows use as horse pasture | <ul style="list-style-type: none"> No signs of ongoing or recent crop production (except pasture grass) Zoned residential (R1-A) | <p>Agricultural exemption on file and strong evidence for ongoing agricultural operation</p> <p>Could also be considered open land, depending on interpretation</p> |
| B | <ul style="list-style-type: none"> Appears to be a former ag homestead with large field behind home(s), barns and trailers 2017 street view photography shows use as horse pasture <p>Valuation and taxes are based on assumption of 1.0-acre of residential land and 3.9-acres as IRRIGATED AG</p> <ul style="list-style-type: none"> Same ownership as parcel A | <ul style="list-style-type: none"> Zoned residential (R1-A) | <p>Agricultural exemption on file and strong evidence for ongoing agricultural operation</p> <p>May be open land, depending on interpretation, but could argue excluding the 1.0-acre residential portion</p> |
| C | <ul style="list-style-type: none"> Barns, silos, stock tanks and other farm-related equipment and improvements | <ul style="list-style-type: none"> No signs of ongoing or recent agricultural activity Zoned residential (R1-A) with at least one occupied house (and as many as 3 other dwellings) Ag-related equipment & outbuildings appear to be in serious disrepair | <p>Not agricultural or open land (unless used for horse pasture not visible during site observation)</p> |
| D | <ul style="list-style-type: none"> Faint aerial evidence of crop rows Mature trees covering approximately one-half of property's 1.6 acres | <ul style="list-style-type: none"> No signs of ongoing or recent agricultural activity (unirrigated crop rows covered with vehicle "donuts") Zoned residential (R1-A) with at least one occupied house 2018 aerial shows at least 17 vehicles, (incl. cars, trucks, boats, trailers) along with numerous sheds and outbuildings) | <p>Not agricultural or open land (unless used for horse pasture not visible during site observation)</p> |
| E | <ul style="list-style-type: none"> Fenced pasture/lawn with at least six horses (approx. 2.2 ac.) Crops on west side of property appear to be hay (approx. 2.5 ac.) | <ul style="list-style-type: none"> Zoned residential (R1-A), with 2,400 square foot house Barn-like structure does not appear to be set up for major livestock or farming operations | <p>Would likely qualify as an agricultural operation</p> |

| Parcel | Evidence of Agricultural Operations or Open Lands | Evidence Against | Recommended Determination |
|--------|--|---|--|
| | | <ul style="list-style-type: none"> Hay field is likely grown for on-site use (although still technically agricultural, per Idaho statutes) | |
| F | <ul style="list-style-type: none"> Faint aerial evidence of crop rows No built improvements | <ul style="list-style-type: none"> No signs of ongoing or recent agricultural activity | Not currently ag land, but may be open land, depending on interpretation |
| G | <ul style="list-style-type: none"> Vacant lot Same ownership (address) as adjacent townhome development to the north | <ul style="list-style-type: none"> Zoned C-2D | Not currently ag land, but may be open land, depending on interpretation |
| H | <ul style="list-style-type: none"> Vacant lot Same ownership (address) as adjacent townhome development to the north | <ul style="list-style-type: none"> Zoned C-2D | Not currently ag land, but may be open land, depending on definition |
| I | <ul style="list-style-type: none"> Appears to be a former ag homestead | <ul style="list-style-type: none"> No current ag uses visible At least one main residence, with several other trailers and smaller improvements that could be dwellings | Not agricultural or open land |
| J | <ul style="list-style-type: none"> 4.3-acre lot with residence, barns, trailers, and mown field (hay?) covering approx. 3 ac. | <ul style="list-style-type: none"> Zoned residential (R1-A) | Would likely qualify as an agricultural operation |

Source: LCG field observation, aerial imagery (2018 unless otherwise noted), and Ada County assessor's parcel data

The two parcels used as commercial garden centers both feature indoor retail and office operations accessible to customers from State Street with for-sale plants displayed in outdoor and semi-outdoor covered spaces transitioning to fully outdoor nursery operations for growing landscape plants and trees, along with outdoor storage and staging areas for vehicles, supplies and equipment. Both properties are classified as commercial operations for property tax purposes. Neither parcel fits a reasonable description of open land, given the buildings and ongoing commercial activities, but both could arguably be considered to include agricultural operations under the quite broad definition given in 22-4502.

Study Area-Wide Conclusions on Prevalence and Negative Effects of Observed Conditions

The above sections detail the nature and locations of occurrence for several important categories of deterioration that can be found in the Study Area. After each category, we have presented a summary determination of the pervasiveness of each factor. As discussed in the beginning of this report, eligibility for urban renewal under Idaho Code requires that such conditions be not only present but related to negative outcomes – specifically, the observed factors must be “detrimental to the public health, safety, morals or welfare.” (Idaho Code Section 50-2018(8,9)). or, when taken in combination, constitute a condition that “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.” (Idaho Code Section 50-2903(8)).

It is important to recognize that the category-specific conclusions regarding the prevalence of eligibility conditions were made for each factor in isolation. While each factor may indeed have fairly obvious, logical negative impacts even in isolation, the statutory language dictates that their impacts on the public should be considered *in combination*.

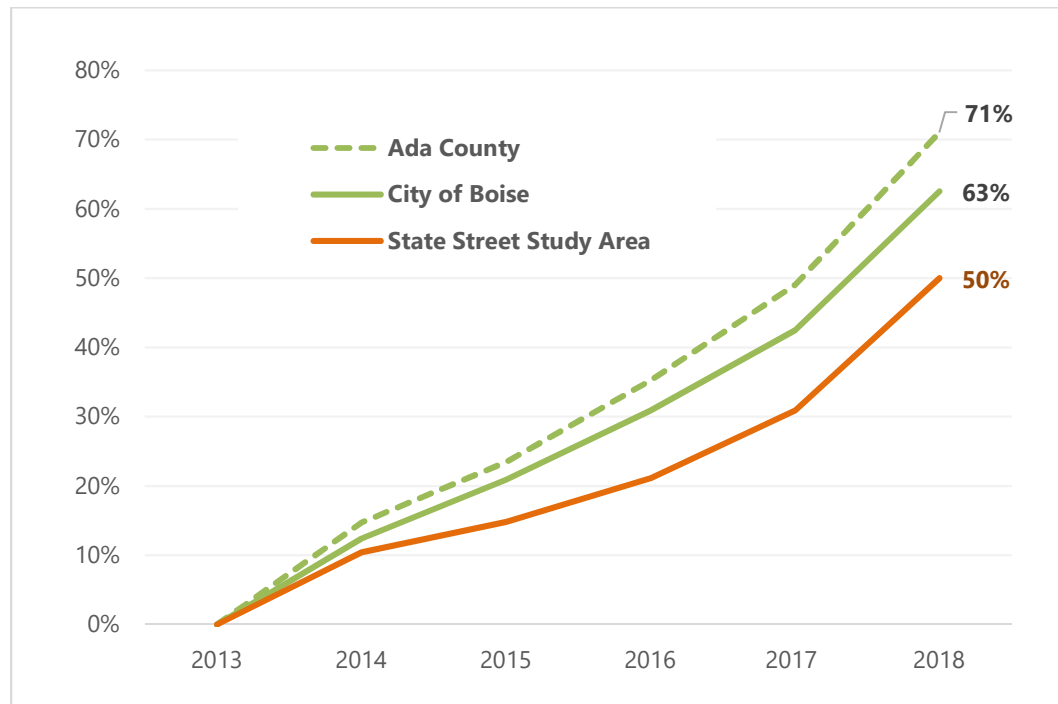
Three empirical observations lend evidence for such cumulative impacts occurring within the Study Area:

- growth in property values that lags behind the City of Boise and Ada County overall,
- economic underperformance indicated by improvement values relative to land values, and
- heightened commercial vacancies.

Property Value Growth

Boise and its surrounding metropolitan area have experienced strong post-recession economic growth, but the Study Area appears to have grown more slowly than city-wide and county-wide comparisons. Using Ada County Assessor data on property values as assessed in 2013 through 2018, this relative discrepancy in growth rate is illustrated in Figure 14.

Figure 14: Overall Percent Growth in Total Assessed Value, Study Area vs. City and County (2013 to 2018)



Source: City of Boise, using Ada County Assessor data; and Leland Consulting Group

Improvement-to-Land Value Comparison

Comparing the value of a improvements (primarily buildings) on a given parcel with the value of the land yields a commonly used measure of economic land utilization by property appraisers. Parcels for which improvement values are less than the value of the land are typically considered as economically underperforming.

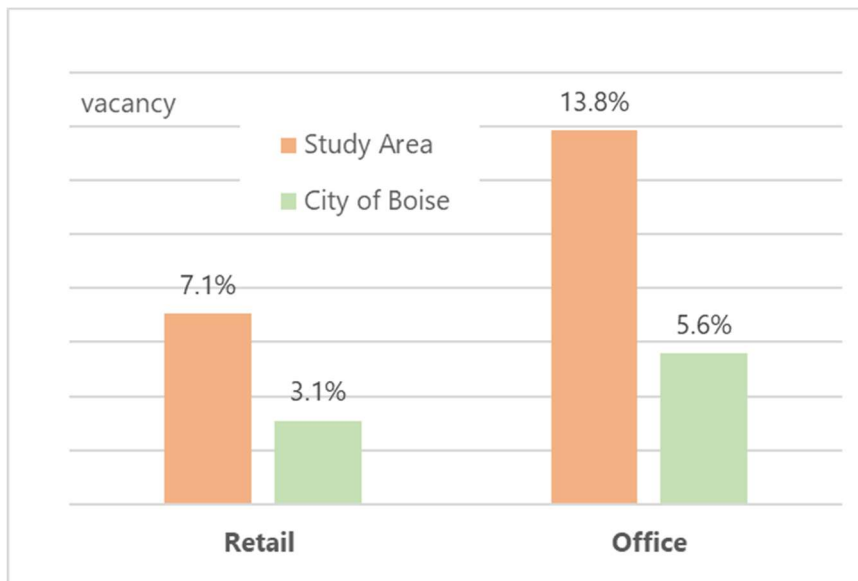
To evaluate the economic performance of the Study Area using this metric, we analyzed 2019 parcel data from the Ada County Assessor to find the percent of parcels where improvement values were less than the land value, both in the Study Area and citywide. After eliminating parcels with no value information (primarily exempt/public and common area lots) we found that 12.0 percent of parcels within the city of Boise overall had improvement values less than the land value. In comparison, the Study Area had 38.4 percent of parcels identified as economically underperforming by this measure³.

Commercial Vacancies

Another indicator of economic liability is high vacancy of commercial real estate properties. Using 2019 data from Costar, Inc., we looked at vacancy rates of retail and office properties within the Study Area relative to a citywide comparison.

³ This percentage reflects an adjustment made in favor of the Study Area sample. Because 66 of the 285 parcels in the Study Area initially flagged as economically underperforming were known to be recently subdivided lots approved for imminent construction, we scored them as already having improvement values in excess of land values. No such adjustment was attempted for the citywide comparison group.

Figure 15: Retail and Office Vacancy Rates, Study Area vs. City of Boise



Source: Costar, Inc., using May 2019 data.

For both retail and office properties, the Study Area had vacancy rates more than double the citywide comparison, as shown in Figure 15. Elevated vacancy constrains the income-generating potential of commercial real estate and tends to indicate a general competitive disadvantage in comparison to areas with more fully-occupied buildings.

Overall Conclusion

Together, this evidence lends support to an overall conclusion that **factors constituting a deteriorated and deteriorating area** are both present and prevalent and that their *combined* effect is highly likely to impose a serious negative impact on the Study Area: hindering sound growth, constituting an economic liability, and threatening the public welfare of this portion of the City of Boise.

A Classic Case of Challenges and Potential

The Challenge

The State Street Study Area appears to represent a classic case of deterioration of the type found along arterial corridors when the transition from rural to urban has proceeded unevenly, in incremental bursts—where the development community has managed, in places, to respond to growing market demand despite barriers posed by diverse ownership, awkward street layouts, difficult lots, and little coordinated planning guidance. As the Boise metropolitan area has grown, what were once the outskirts of Garden City, Eagle and Boise City have begun to merge, with State Street as a somewhat neglected urban seam. The widespread deterioration of both buildings and sites has become both a symptom and cause of this conflict.

Many of the remaining pockets of rural, natural space along State Street are not only attractive, but are a positive reminder of Boise's unique Western character – deserving of protection and integration into a forward-looking areawide plan. That said, the geographic importance of the Study Area as an inter-urban gateway and as an only partially-tapped outlet for metro growth is hard to ignore. Without concerted attention, the remaining opportunities for sound growth and development are dwindling, along with the chances for optimizing the street as a much-needed transportation asset.

The Potential

Fortunately, the Study Area is also a very good candidate for significant improvement through classic urban renewal approaches. Those fundamental tools: strategic improvements to the infrastructure of the street itself (especially the safety and appearance of the street margin, intersections, drainage systems, and pedestrian/bicycle accommodations), along with careful assembly and land preparation of potential catalyst development sites, appear very likely to attract complementary private-sector investment. In combination, that leveraged spending stands to reveal a promising upside for State Street, not only in terms of economic yields, but in advancing the public welfare and safety of Boise residents well beyond what is likely to occur in the absence of an urban renewal framework.



AGENDA BILL

| | | |
|--|--|--------------|
| Agenda Subject: | | Date: |
| Westside Downtown Urban Renewal Area Amendment Eligibility Study | | 5/13/2019 |
| Staff Contact: | Attachments: | |
| Shellan Rodriguez | <div>1) Westside Downtown Urban Renewal Area Amendment Study Area Map</div> <div>2) Resolution #1599</div> <div>3) Westside Downtown Urban Renewal Area Amendment Eligibility Report</div> | |
| Action Requested: | | |
| <div>1) Resolution #1599 – Accepting Westside Downtown Urban Renewal Area Amendment Eligibility Study and forward to the Boise City Council for consideration.</div> | | |

Background:

In December 2001, the Urban Renewal Plan Westside Downtown Urban Renewal Project (the “Plan”) was approved by the City of Boise establishing the Westside Revenue Allocation Area (the “RAA”). The Plan included the Westside Downtown Framework Master Plan as well the other required attachments including a description of the area boundary, a map, a list of acquisition properties and an economic feasibility study. The Plan has a twenty-four year term and a termination date of December 31, 2025, fiscal year 2026. There are seven more years of activity before the term of the RAA will be complete.

The RAA is home to a variety of large office buildings and institutions such as Meadow Gold and Idaho Power. The area includes many surface parking lots and CCDC has worked with a variety of property owners to create investments in workforce housing, historic rehabilitation of buildings, business headquarters, hospitality, public art, streetscapes and the design of lively public spaces. Additional opportunities have been identified for properties adjacent to both inside and outside of the current boundaries.

Idaho Code Section 50-2033 describes criteria for amending the existing RAA boundaries. The code stipulates that after July 1, 2011, an amendment to expand the boundary of the RAA can only be done one time, the area to be added cannot be not greater than 10% of the existing RAA (the “10% Test”) and the area to be added also must be contiguous to the existing RAA. Additionally, the Urban Renewal Law (collectively, Chapters 20 and 29, Title 50, Idaho Code)

identifies eligibility factors and required findings for an area to be designated as appropriate for an urban renewal project.

The RAA is currently nearly 144 acres; the geographically smallest RAA administered by CCDC. The proposed area analyzed in the attached Eligibility Study is 13.2 acres or 9.2% of the total existing RAA, thus meeting the 10% Test.

The Westside Downtown Framework Master Plan, Attachment 3 to the Plan (the “Framework”), describes a proposed street character and sets forth certain design guidelines. The Master Framework confirms the importance of right-of-ways designed to accommodate all modes of transportation, including pedestrians and bicycles, as well as generally enhancing the streetscape experience. This is one of the primary improvements the Agency hopes to complete in order to attract investment and collaborate with institutional groups.

CCDC is interested in collaborating with public and private partners to facilitate additional investment and development both within the existing RAA and those areas directly adjacent to it in the proposed area of addition. The proposed amended area includes large parcels owned by Boise School District and the YMCA. These institutions are not real estate development focused and face challenges in creating taxable investment opportunities. There may be opportunities to partner to advance symbiotic goals. The area proposed to be added to the RAA also includes the privately owned Carnegie Library building that is encumbered with a historic overlay and whose primary tenants vacated approximately one year ago. The former bank building on the highly visible corner of 8th and State Street has not had a permanent tenant since the state of Idaho auctioned the building on December 1, 2016. The need for north-south multi-modal transit routes connecting the dense neighborhood to the north with Downtown has increased as both areas continue to expand.

Since early 2019, CCDC has been working under a Professional Services contract with SB Friedman Development Advisors (SBF) to conduct an eligibility analysis on certain parcels adjacent and contiguous to the existing RAA, and to prepare an eligibility study determining whether the study area meets the statutory criteria pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code (the “Law”) and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code (the “Act”) (the “Eligibility Report”). The Eligibility Report concludes the area studied does meet the statutory criteria of a “deteriorating area” as outlined within the Westside Downtown Urban Renewal Area Amendment Eligibility Report (attached hereto).

In February 2019, CCDC Staff proposed a preliminary study area which was larger than the maximum allowable area knowing it would be decreased in size to meet the 10% Test set forth in Idaho Code Section 50-2033. Since then staff has worked with the City of Boise Planning and Development Services and the consultant to obtain data for the area and determine the best geographic area to include in a final Eligibility Report necessary to consider a potential amendment.

Two nodes have been analyzed in the attached Eligibility Report. The areas to be added meet the 10% Test and are adjacent and contiguous to the existing RAA boundaries. The east and

west node as they are referred to include strategic right-of-ways that provide important north/south connectivity, specifically, 11th Street and 8th Street.

Additionally, the City of Boise, CDCC and the Boise School District have been working collaboratively to determine how urban renewal can most effectively assist the redevelopment of in town neighborhoods while supporting the goals of the School District.

Currently the Agency owns a portion of the block south of State Street between 10th Street and 11th Street (1010 W. Jefferson and 421 N. 10th Street) and believes the likelihood of a larger transformative project in the area would be more likely to be achieved with the ability to participate in ROW improvements, increasing multi modal transit corridors, and focusing on the future investment of currently vacant and inactive buildings.

In March 2019, the CCDC Board reviewed staff's informational item at the Board meeting and directed staff to move forward with SB Friedman to complete an Eligibility Report on the area described.

In April 2019, CCDC staff received a final draft of the Eligibility Report. This has been reviewed by CCDC legal counsel and staff. The analysis was the culmination of a two-day fact finding trip by SBF staff to analyze data and the area parcels to assess existing conditions for the final eligibility area.

Fiscal Notes:

The total contracted amount with SBF for the Eligibility Report and all associated travel is not to exceed \$27,600. Currently the project is anticipated to be under budget. Sufficient resources are included within the approved FY 2019 budget.

Staff Recommendation:

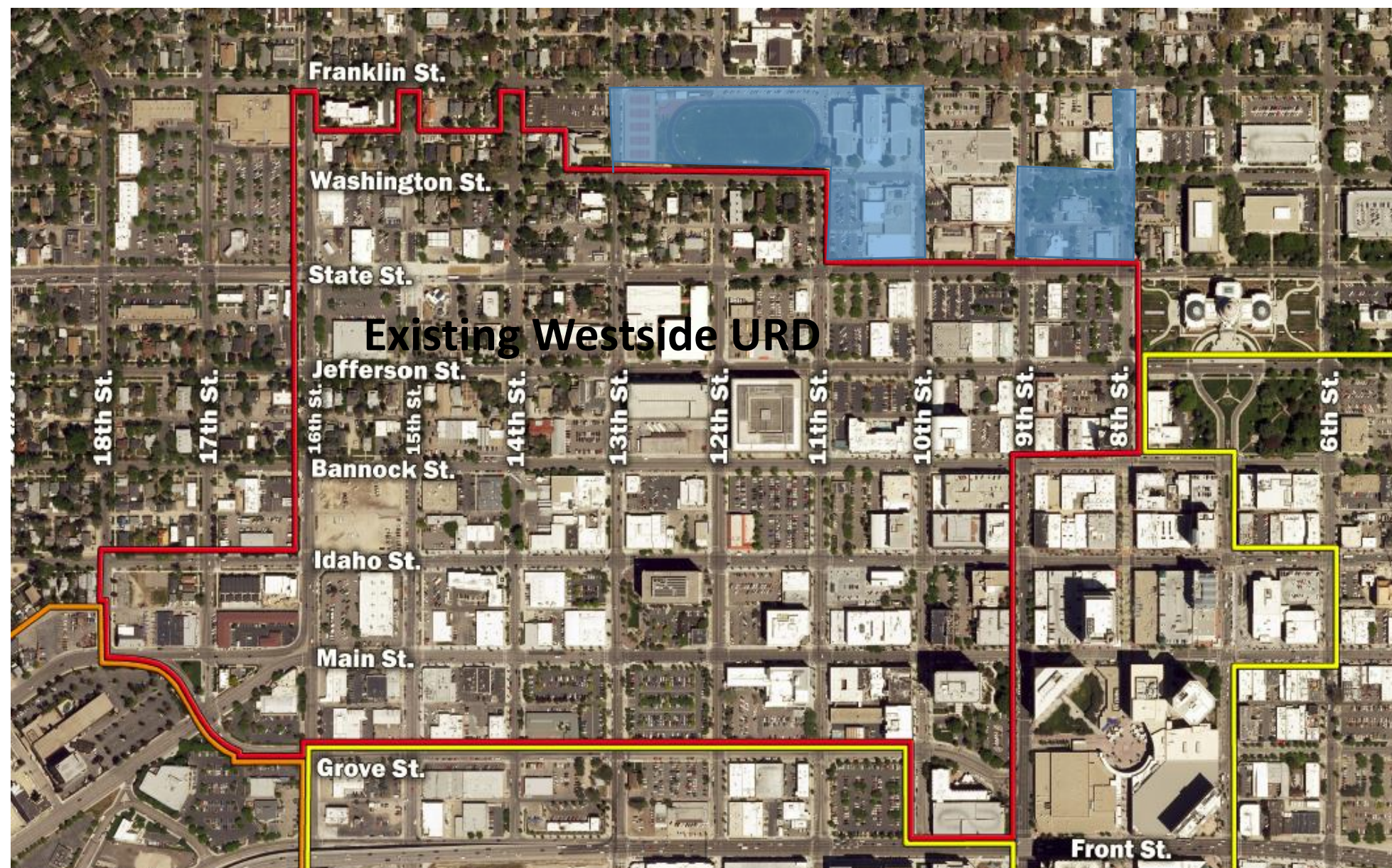
Approve Resolution #1599.

Suggested Motion:

I move to approve Resolution #1599, which accepts the Westside Downtown Urban Renewal Area Amendment Eligibility Report and directs CCDC staff to forward to the Boise City Council for future consideration.



Westside Downtown Urban Renewal Area Amendment Study Area Map



RESOLUTION NO. 1599

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 PROPOSED AMENDMENT AREA ADJACENT AND CONTIGUOUS TO THE EXISTING WESTSIDE DOWNTOWN REVENUE ALLOCATION AREA AS AN URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA AND JUSTIFICATION FOR DESIGNATING THE AMENDMENT 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 “30th Street Plan”);

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

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

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 26-18 on July 24, 2018, approving the Amended 30th Street Plan de-annexing certain parcels 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 de-annexing certain parcels 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 early 2019, the Agency authorized SB Friedman Development Advisors to commence an eligibility study and preparation of an eligibility report of a geographic area adjacent and contiguous to the existing Westside Plan Revenue Allocation Area. The area reviewed is divided into two nodes: (1) the East Node is generally bounded by 9th Street to the west, 8th Street to the east, State Street to the south, and Washington Street to the north; and (2) the West Node is generally bounded by 13th Street to the west, 10th Street to the east, Washington Street to the south, and Franklin Street to the north, with the extension of an adjacent block to the south that is bounded by 11th Street to the west, 10th Street to the east, State Street to the south, and Washington Street to the north. Collectively, the East Node and the West Node are commonly referred to as the Amendment Area (the “Amendment Area”);

WHEREAS, the Westside Downtown Urban Renewal Area Amendment Eligibility Report, dated May 1, 2019 (the “Report”), examining the Amendment 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, the Report includes a preliminary analysis concluding the Amendment Area does not exceed 10% of the geographical area contained within the existing Westside Plan Revenue Allocation Area, and the Amendment Area is contiguous to the existing Westside Plan Revenue Allocation Area;

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 (or plan amendment) containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan (or plan amendment) is a deteriorated area and/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 Report.

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

Section 4. That one such area is the Amendment 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 Amendment Area does not exceed 10% of the geographical area contained within the existing Westside Plan Revenue Allocation Area, and the Amendment Area is contiguous to the existing Westside Plan Revenue Allocation Area

Section 7. That the Chair or Vice-Chair of the Board of Commissioners, or the Executive Director of the Agency are hereby authorized to transmit the Report to the City of Boise City Council requesting that the City Council:

a. Determine whether the Amendment Area qualifies for an urban renewal project and justification for designating the Amendment 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 amendment for the area, which plan amendment may include a revenue allocation provision as allowed by law.

Section 8. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Boise City, Idaho, on May 13, 2019. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on May 13, 2019.

APPROVED:

By _____
Dana Zuckerman, Chair

ATTEST:

By _____
David H. Bieter, Secretary



CAPITAL CITY DEVELOPMENT CORPORATION

Westside Downtown Urban Renewal Area Amendment Eligibility Report

DRAFT REPORT | May 8, 2018



CAPITAL CITY DEVELOPMENT CORPORATION

Westside Downtown Urban Renewal Area Amendment Eligibility Report

May 8, 2019

DRAFT

S. B. FRIEDMAN & COMPANY

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CAPITAL CITY DEVELOPMENT CORPORATION

Westside Downtown Urban Renewal Area Amendment Eligibility Report

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DRAFT

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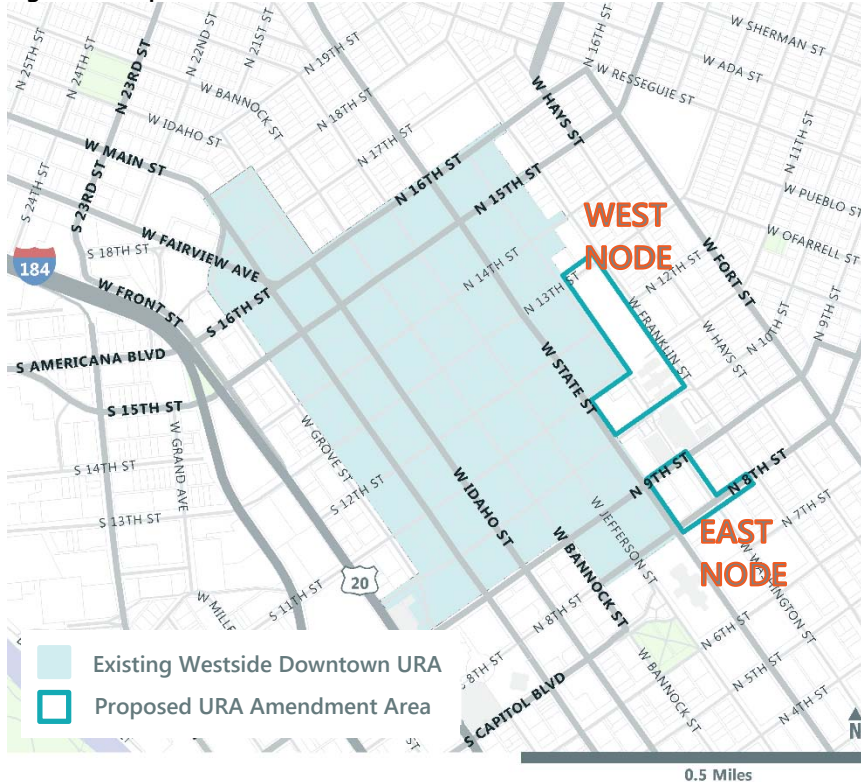
1. Executive Summary

SB Friedman Development Advisors ("SB Friedman") has prepared this preliminary Eligibility Study (the "Study") for the proposed amendment ("Amendment Area") to the Westside Downtown Urban Renewal Area ("Westside URA" or "Westside Downtown URA") for the Capital City Development Corporation ("CCDC" or "Agency") pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code (the "Law"), and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code (the "Act"), collectively the "Urban Renewal Law."

Urban Renewal Law provides eligibility factors and required findings and tests for designation as an Urban Renewal Area ("URA"), as well as criteria for amendments to existing revenue allocation area ("RAA") boundaries. Idaho Code Section 50-2033 states after 2011, an existing RAA may be amended to expand the boundary one time during the life of an RAA. The proposed amendment to the Westside URA Plan does not trigger the base reassessment set forth in Idaho Code Section 50-2903A. As the Urban Renewal Plan Westside Downtown Urban Renewal Project (the "Plan") was adopted prior to July 1, 2016, the "grandfather" provision in Idaho Code Section 50-2903(4) applies, which states "[f]or plans adopted or modified prior to July 1, 2016, and for subsequent modifications of those urban renewal plans, the value of the base assessment roll of property within the revenue allocation area shall be determined as if the modification had not occurred."

Amendment areas are subject to the eligibility finding requirements for all URAs as defined in Idaho Code Sections 50-2018(8), (9) and 50-2903(8). Additionally, amendment areas may not exceed 10% of the existing RAA (the "10% Test") and must be contiguous to the existing RAA. See Idaho Code Section 50-2033. Though the provisions of Idaho Code Section 50-2903A do not apply to the Westside URA Plan, a plan amendment or modification to add area to an existing revenue allocation area pursuant to Idaho Code Section 50-2033 is a specifically identified exception to a base reset in Idaho Code Section 50-2903A(1)(a)(ii).

Figure 1: Proposed Westside Downtown URA Amendment



Source: SB Friedman, City of Boise, CCDC

The proposed Amendment Area is divided into two nodes, both with independent contiguity to the Westside RAA:

1. **East Node** | An area bounded by 9th Street to the west, 8th Street to the east, State Street to the south and Washington Street to the north. The East Node includes right of way on both 8th and 9th Streets.
2. **West Node** | An area bounded by 13th Street to west, 10th Street to the east, Washington Street to the south, and Franklin Street to the north, with the extension of an adjacent block to the south of Washington that is bounded by 11th Street to the west, 10th Street to the east, State Street to the south. The West Node includes the main Boise High School building and athletic field on a superblock parcel along with three YMCA parcels to the south. The West Node also includes right-of-way along 10th and 13th Streets.

As the nodes are geographically distinct, SB Friedman required each node to independently qualify for URA eligibility. SB Friedman only finds a node to have met an eligibility criterion if that criterion is meaningfully present and reasonably distributed throughout the corresponding node.

Summary Conclusions

This Study documents the conditions in the Amendment Area which support the findings that the Amendment Area is a "deteriorating area," as well as the findings that the Amendment Area meets the 10% Test required for expanding the land area of an existing RAA.

SB Friedman finds the following criteria for a deteriorating area to be meaningfully present and reasonably distributed throughout both the East and West Nodes in the Amendment Area:

1. The presence of a substantial number of deteriorated or deteriorating structures; and
2. Deterioration of site or other improvements.

SB Friedman further finds the following criteria for a deteriorating area to be meaningfully present in the West Node of the Amendment Area:

1. Predominance of defective or inadequate street layout; and
2. Faulty lot layout in relation to size, adequacy, accessibility or usefulness.

In addition to the presence of eligibility factors, SB Friedman finds the criteria constitutes an economic and social liability. Finally, the combined Amendment Area nodes account for 9.2% of the original Westside RAA. The proposed Amendment Area therefore also meets the 10% Test and is eligible for an RAA amendment.

The finding that the Amendment Area is eligible must be made by the City Council of the City of Boise (the "City Council") as part of the process for amending the Plan and RAA boundary. Upon adoption of a resolution finding that the Amendment Area is a deteriorating area and is suitable for inclusion within the Westside RAA, the Agency will proceed with creating a plan amendment. Following Agency approval of the plan amendment, the Boise City Planning and Zoning Commission would review the plan amendment and make a determination on its conformance with the City's Comprehensive Plan. If the plan amendment is in conformance, the City Council would then hold a public hearing prior to which all of the affected taxing entities have the opportunity to provide comment on the proposed plan amendment. The City Council then must elect to either approve the plan amendment and create a corresponding amended RAA by ordinance, or elect not to approve the plan amendment.

2. Amendment Area Background

Introduction

The Westside Downtown URA and RAA were adopted in December 2001 and encompasses approximately 143.4 acres. The Plan identifies primary goals of the Westside RAA that include but are not limited to:

1. The elimination of environmental deficiencies, including among others, obsolete and aged building types, substandard streets or rights-of-way, enhanced development of existing surface parking lots, inadequate and deteriorated public facilities and improvements;
2. The assembly of land into parcels suitable for efficient, integrated development with improved urban development standards, including setbacks, parking, pedestrian, and vehicular circulation in the [URA];
3. The re-planning, redesign, and development of undeveloped areas that are stagnant or improperly utilized; and
4. Improvements to the streets, rights-of-way, and other public infrastructure.

At the time of adoption, the Westside RAA was intended to function as a tool to support achieving goals outlined in the Downtown Boise Plan from 1993 and the Boise City Comprehensive Plan, adopted in 1997. In 2011, the City adopted Blueprint Boise – a comprehensive plan to guide development. Blueprint Boise included more specific planning and development goals for smaller “Planning Areas.” The Westside RAA and Amendment Area are located in the Downtown Planning Area of Blueprint Boise.

Blueprint Boise established the following planning standards/policies to work toward within the Downtown Planning Area in order to help address some of the larger planning challenges:

- Encourage redevelopment of underutilized properties (DT-CCN 3);
- Develop a robust, multimodal transportation system in Downtown, with an emphasis on transit, bicycle, and pedestrian circulation and safety (DT-C 1);
- Implement the improvements to the bicycle network identified in the Downtown Boise Mobility Study (the “Mobility Study”) (DT-C 1.5b);
- Continue to develop a framework of streets, paths and open spaces that build upon existing networks and strengthen connections to the Boise River and Downtown subdistricts (DT-C 2);
- Where superblocks exist, work to re-establish the street grid and create blocks that approximate the traditional street grid and block pattern, or obtain public pedestrian ways protected by easements if redevelopment is not feasible (DT-C 2.1);
- Recognize the Downtown YMCA as an important institution for employees and residents, and actively support its continued operation and expansion efforts (DT-NC 3.3).

The Amendment Area encompasses approximately 13.2 acres of land. Within the Amendment Area there are seven Improved Parcels. The parcels include institutional and commercial land uses and rights-of-way.

There are two nodes within the Amendment Area, which include improved parcels with vertical development and associated rights-of-way. The East Node includes the historic former Carnegie Public Library building which is currently vacant, the vacant 8th & State Building, and the First Church of Christ Scientist building. The West

Node includes the Downtown Boise YMCA (the “YMCA”) and the Boise High School Main Building, track, field and tennis courts (collectively “BHS”). Both nodes extend northeast from the Westside URA.

There is no 'Open Land' in the Amendment Area. This Study will therefore not include any discussion of Open Land eligibility criteria or requirements.

Figure 2: Significant Nodes within the Westside URA Amendment Boundary



Source: SB Friedman, City of Boise, CCDC

Reasons for Selection of the Amendment Area

The Agency is interested in facilitating the redevelopment of underutilized land and expansion of multimodal transportation networks through the Amendment Area. Amending the Westside RAA would provide CCDC with the opportunity to continue investment in key corridors, such as the 8th Street and 11th Street corridors, and allow for support of the Boise School District in the continued improvements to Boise High School.

Required Findings for the Amendment of Revenue Allocation Areas

Idaho Code Section 50-2033 states that “an urban renewal plan that includes a revenue allocation area may be extended only one (1) time to extend the boundary of the revenue allocation so long as the total area to be added is not greater than ten percent (10%) of the existing revenue allocation area and the area to be added is contiguous to the existing revenue allocation area...”

The Westside RAA is approximately 143.4 acres. The Amendment Area, including rights-of-way, is approximately 13.2 acres and represents 9.2% of the Westside RAA. Both the East Node and West Node adjoin

the original Westside RAA along the State Street boundary and are thus contiguous to the existing RAA. The West Node adjacency extends along the original Westside RAA Washington Street boundary. SB Friedman therefore concludes the Amendment Area does not exceed the statutory maximum land area that could be added to the existing RAA and meets the contiguity requirement.

Figure 3: Acreage Addition Calculation

| | Acreage | Percent of Existing RAA |
|-----------------------|--------------|-------------------------|
| Existing RAA | 143.4 | |
| Amendment Area | 13.2 | 9.2% |
| Eastern Node | 4.1 | 2.8% |
| Western Node | 9.1 | 6.4% |

Source: SB Friedman, City of Boise, CCDC

The following section evaluates existing conditions within the Amendment Area to determine eligibility according to the Urban Renewal Law.

DRAFT

3. Existing Conditions

Existing Land Use within the Amendment Area

The Amendment Area is a roughly 13-acre area located in the Downtown Planning Area. The City and Ada County, through planning documents such as Blueprint Boise, the Downtown Boise Implementation Plan, the Roadways to Bikeways Plan, North Boise Neighborhood Bicycle and Pedestrian Plan and the Downtown Boise Mobility Study, have expressed a desire to continue promoting Downtown revitalization through infill redevelopment that is compatible with adjacent planning areas and to enhance the ease and safety of multimodal travel in Downtown Boise.

SB Friedman conducted fieldwork to document current land uses within the Amendment Area. Major land uses are as follows, and are mapped in **Figure 4**:

1. **Office** – two parcels currently consist of vacant office buildings; both are currently available for lease on listing services. The 8th & State Building has been vacant since 2017, the Carnegie Public Library Building has been vacant since 2018.
2. **Public/Private Institutional** – Institutional uses are currently located on three parcels; BHS, the YMCA and the First Church of Christ Scientist building.
3. **Parking** – two parcels provide parking at the YMCA.
4. **Right-of-Way** – the Amendment Area includes approximately 3.5 acres of right-of-way, primarily composed of segments along 8th Street, 9th Street and 13th Street.

Figure 4: SB Friedman Observed Land Use



Source: SB Friedman, City of Boise, CCDC

Required Findings and Definitions of Deteriorated/Deteriorating Areas

Idaho Code section 50-2008(a) states “[a]n 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.” It is our understanding and interpretation of the Urban Renewal Law that the Amendment Area should be held to the same standard as an eligibility study for a new URA would require for consistency.

The Urban Renewal Law includes definitions for a deteriorated area or a deteriorating area. These definitions include lists of criteria, one or more of which must be met in an area for it to qualify for an urban renewal project. These criteria are in Idaho Code Sections 50-2018(8) and (9) and Section 50-2903(8) and are listed below.

1. Deteriorated Area

Idaho Code Section 50-2018(8) and Idaho Code Section 50-2903(8)(a) define a deteriorated area as an area in which there is a predominance of buildings or improvements, whether residential or non-residential, which by reasons of:

- a) Dilapidation;
- b) Deterioration;
- c) Age or obsolescence;
- d) Inadequate provision for ventilation, light, air, sanitation or open spaces;
- e) High density of population and overcrowding;
- f) Existence of conditions which endanger life or property by fire and other causes; or
- g) Any combination of such factors;

is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime and is detrimental to the public health, safety morals or welfare.

2. Deteriorating Area

Idaho Code Section 50-2018(9) and Idaho Code Section 50-2903(8)(b) define a deteriorating area as one, which by reason of:

- a) The presence of a substantial number of deteriorated or deteriorating structures;
- b) Predominance of defective or inadequate street layout;
- c) Faulty lot layout in relation to size, adequacy, accessibility or usefulness;
- d) Insanitary or unsafe conditions;
- e) Deterioration of site or other improvements;
- f) Diversity of ownership;
- g) Tax or special assessment delinquency exceeding the fair value of the land;
- h) Defective or unusual conditions of title;
- i) Existence of conditions which endanger life or property by fire and other causes; or
- j) Any combination of such factors;

results in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition and use.

EVIDENCE OF A DETERIORATING AREA

Based on our preliminary research, the Amendment Area meets the standard required for a Deteriorating Area. Of the nine eligibility factors for a Deteriorating Area, we have identified two to be meaningfully present and reasonably distributed within both the East and West Nodes of the Amendment Area. We have identified an additional two criteria to be meaningfully present within the West Node of the Amendment Area. Each of the meaningfully present criteria and evidence are detailed below.

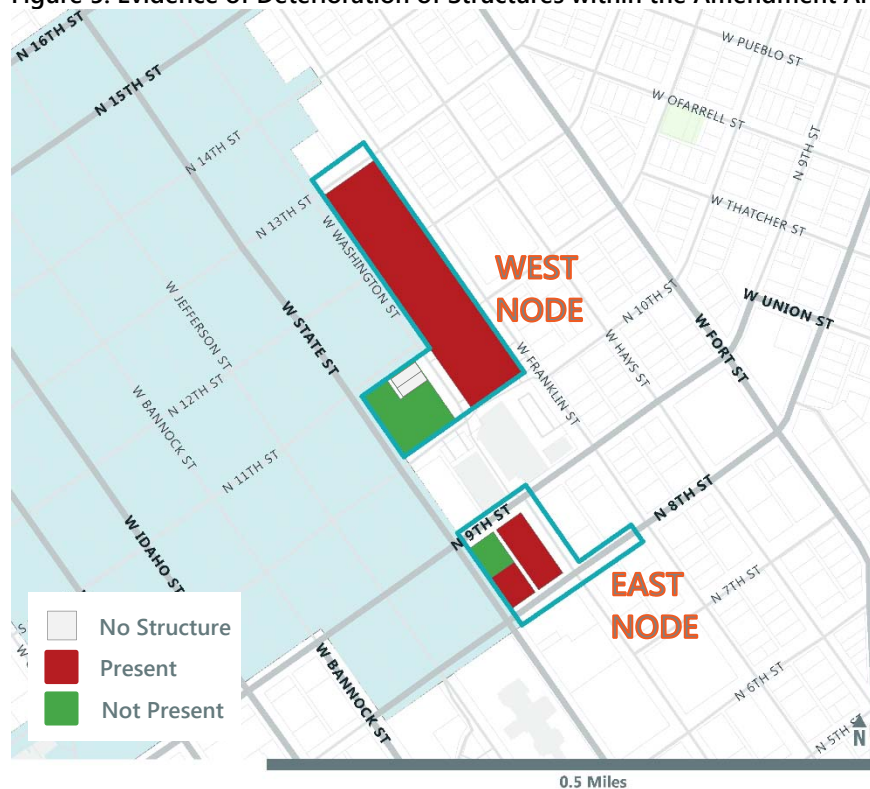
1. A SUBSTANTIAL NUMBER OF DETERIORATED OR DETERIORATING STRUCTURES (50-2018(9); 50-2903(8)(b))

In order to evaluate deterioration of structures within the Amendment Area, fieldwork was conducted on a parcel by parcel basis. To be identified as “deteriorating”, a structure must have shown deterioration beyond issues that could be remedied with routine maintenance. Common factors SB Friedman found to make the determination that a structure is deteriorating included:

- Cracked foundation
- Cracked or damaged windows
- Significant water damage

Of the two parcels with vertical development in the West Node within the Amendment Area, one (50%) exhibited signs of structural deterioration. Of the three parcels with vertical development in the East Node, two (67%) exhibited signs of structural deterioration. **Figure 5** highlights the parcels on which a deteriorating structure is located.

Based on field evidence, we find deteriorating structures to be meaningfully present and reasonably distributed throughout both the East and West Nodes in the Amendment Area. Therefore, the Amendment Area meets the urban renewal eligibility standard of “a substantial number of deteriorated or deteriorating structures.”

Figure 5: Evidence of Deterioration of Structures within the Amendment Area

Source: SB Friedman, City of Boise, CCDC

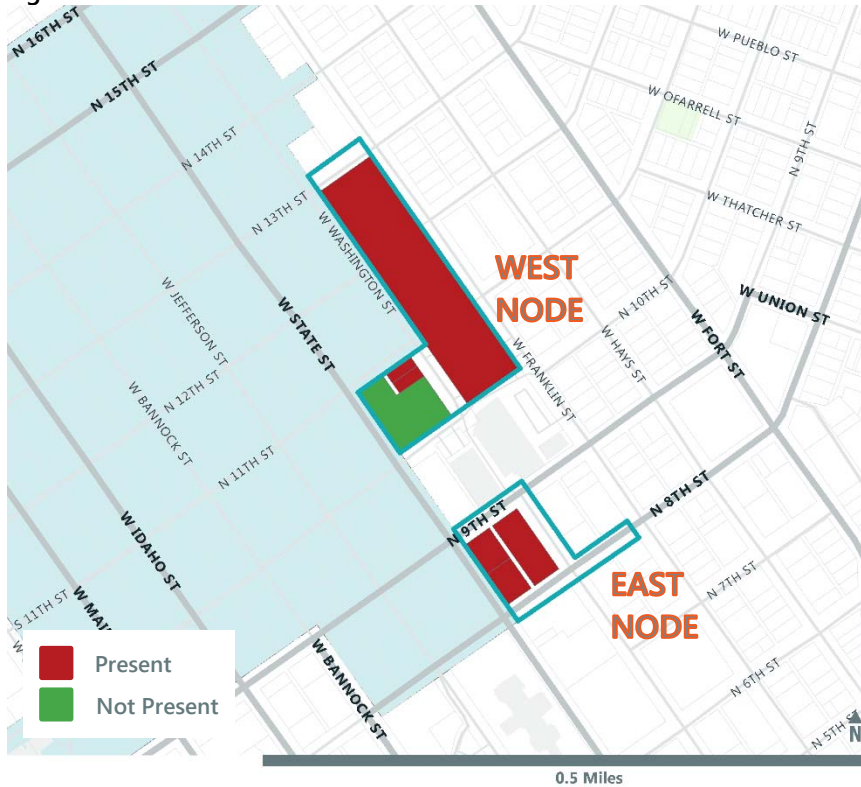
2. DETERIORATION OF SITE OR OTHER IMPROVEMENTS (50-2018(9); 50-2903(8)(b))

Parcels were found to be deteriorating if issues requiring repairs beyond normal maintenance were observed. The most commonly observed findings include the following:

- Cracked pavement or sidewalks
- Potholes
- Damaged physical infrastructure (e.g., curbs, parking stops)

Of the four parcels in the West Node of the Amendment Area, three (75%) exhibited site deterioration. Of the three parcels in the East Node of the Amendment Area, all three (100%) exhibited site deterioration. **Figure 6** shows the distribution of parcels identified as exhibiting site deterioration.

Based on field evidence, we find site deterioration to be meaningfully present and reasonably distributed throughout both the East Node and West Node of the Amendment Area. Therefore, the Amendment Area meets the urban renewal eligibility standard of “deterioration of site or other improvements.”

Figure 6: Evidence of Deterioration of Sites within the Amendment Area

Source: SB Friedman, City of Boise, CCDC

3. PREDOMINANCE OF DEFECTIVE OR INADEQUATE STREET LAYOUT (50-2018(9); 50-2903(8)(b))

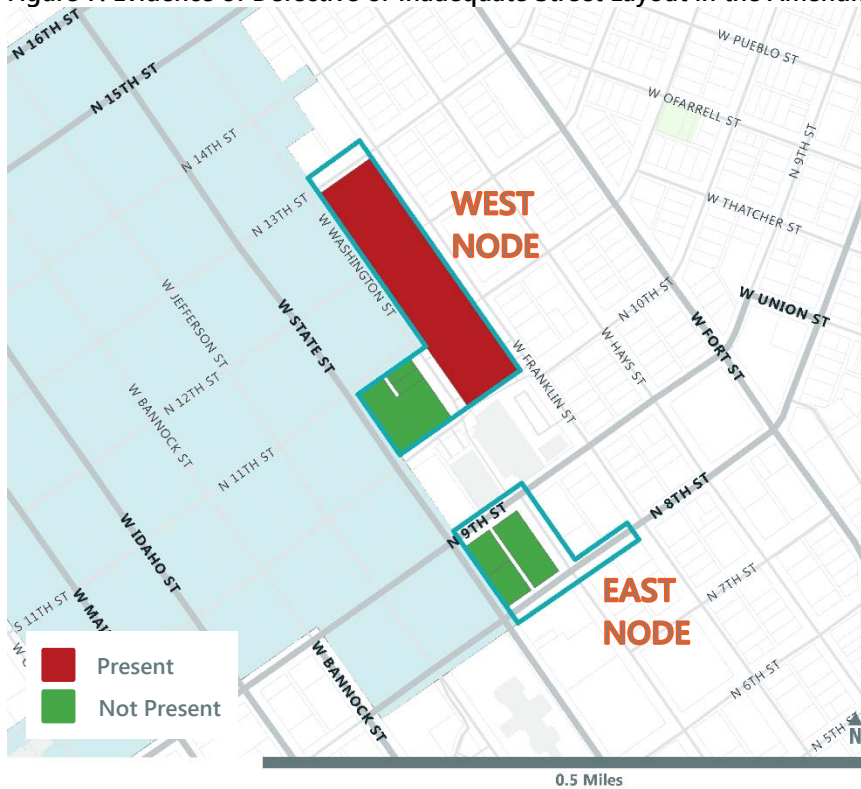
A finding of predominance of a defective or inadequate street layout can be made based on an evaluation of three criteria: the overall condition of the existing street layout, the appropriateness of such a layout, and overall connectivity of streets within and adjacent to the Amendment Area.

Blueprint Boise includes the goal of maintaining or restoring the traditional 260 by 300-foot block pattern in the Downtown Planning Area to enhance connectivity. Much of the Downtown conforms to the desired block size and street layout. However, the BHS superblock parcel disrupts the street network in the West Node of the Amendment Area. As a result of the large and inconsistent block, north/south collector roads have broken links on 11th Street and 12th Street. The break in connectivity between streets results in a breakdown of the urban form unlike elsewhere in the Downtown Planning Area.

BHS inherently requires a larger than standard block size, as the athletic field itself spans greater than the desired block size. However, there are methods to improve connectivity through the parcel while working within the constraints necessitated by its educational use.

Therefore, based on the broken links in the street network within the Amendment Area, SB Friedman finds inadequate street layout to be meaningfully present in the West Node of the Amendment Area. See **Figure 7** on the following page.

Figure 7: Evidence of Defective or Inadequate Street Layout in the Amendment Area



Source: SB Friedman, City of Boise, CCDC

4. FAULTY LOT LAYOUT IN RELATION TO SIZE, ADEQUACY, ACCESSIBILITY OR USEFULNESS (50-2018(9); 50-2903(8)(b))

Parcels were found to have faulty layout in relation to size, accessibility or usefulness if they were determined to disrupt the Downtown street grid and block pattern and/or were identified as being inaccessible by different transit modes: automobile, bicycle and pedestrian.

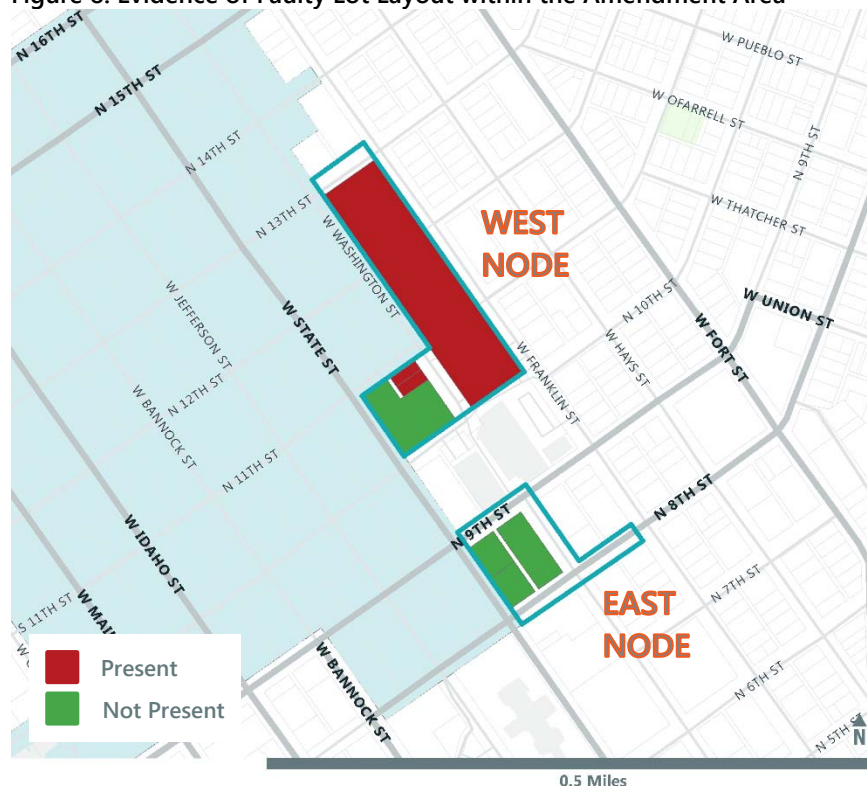
- Lot Size:** While the BHS superblock parcel only constitutes 25% of the parcels in the West Node of the Amendment Area, it represents 65% of the total parceled land area within the node. The presence and size of the superblock parcel further indicates faulty lot layout in relation to size.

Whereas the large size of the BHS parcel is prohibitive to connectivity and contiguity with the existing urban form, the two parking parcels associated with the YMCA are too small to reasonably develop without land assembly efforts and the provision of replacement parking. Therefore, the parcels are found to also have faulty lot layout in relation to size and usefulness.

- Accessibility:** The presence of any parcel with limited access may present a challenge to development. Of particular concern, the superblock parcel in the West Node prevents 11th and 12th Streets from extending through the Amendment Area. In addition to breaking the street grid, this prevents connectivity for vehicles, bicyclists and pedestrians from within and across the Amendment Area.

Based on the presence and size of the BHS superblock parcel and the YMCA parking parcels, as well as the challenges these parcels pose to future redevelopment efforts and connectivity within and through the Amendment Area, SB Friedman finds faulty lot layout to be meaningfully present in the West Node of the Amendment Area. Parcels considered to exhibit faulty lot layout are identified in **Figure 8**.

Figure 8: Evidence of Faulty Lot Layout within the Amendment Area



Source: SB Friedman, City of Boise, CCDC

OVERALL CRITERIA CONCLUSIONS

As described above, two of the nine potential criteria for finding a Deteriorating Area were found to be present and meaningfully distributed within both the East Node and West Node of the Amendment Area:

1. The presence of a substantial number of deteriorated or deteriorating structures; and
2. Deterioration of site or other improvements.

Two additional criteria for finding a Deteriorating Area were found to be meaningfully present within the West Node of the Amendment Area:

1. Predominance of defective or inadequate street layout; and
2. Faulty lot layout in relation to size, adequacy, accessibility or usefulness.

In addition to the findings of one or more eligibility factor, Urban Renewal Law requires that this factor(s) result in adverse consequences for the Amendment Area. The next section addresses this aspect of URA eligibility.

Economic Underutilization: Other Evidence of a Deteriorating Area

Urban Renewal Law requires that a two-part test be passed to establish eligibility. The first part requires the finding of at least one eligibility factor – of the nine possible – be present within the Amendment Area. As noted above, SB Friedman requires for a factor to be found present, it must be meaningfully present and reasonably distributed throughout the Amendment Area. The second requirement for determining eligibility is demonstrating the finding of deterioration also “results in economic underdevelopment of the area, 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.”

SB Friedman evaluated the economic and social liability impacts of the Amendment Area by analyzing vacancy and underdevelopment of parcels within the Amendment Area, as well as the congruence between existing multimodal transportation networks and stated planning goals.

ECONOMIC & SOCIAL LIABILITY

According to Urban Renewal Law, the Amendment Area must exhibit factors which indicate the area is deteriorating and those factors must have adverse consequences. SB Friedman finds the deteriorating factors present have adverse consequences resulting in an economic and social liability.

1. Economic Liability

In order to assess whether the Amendment Area represents an economic liability, SB Friedman analyzed parcel underutilization. Underutilization of parcels were considered by analyzing vacancy and underdevelopment of parcels within the Amendment Area.

Of the three parcels in the East Node of the Amendment Area, two (67%) have structures that are currently vacant and for lease. The 8th & State Building has been vacant since 2017 and the Carnegie Public Library Building has been vacant since 2018. The two vacant parcels are also the only parcels in the node available for private-uses, and therefore represent an economic liability due to underutilization. The presence of this level of ongoing vacancy in a desirable area represents an economic liability for the area.

The West Node does not include any taxable property which is in itself an economic liability, as BHS and the YMCA are both property tax-exempt. However, BHS and the YMCA require significant capital improvements to resolve existing infrastructure and building deficiencies. In considering capital improvement scenarios, the YMCA in particular has considered relocating to alternative locations. The three YMCA parcels in their current condition therefore represent economic underutilization for two reasons: (1) due to of the lack of taxable value generated from the current use and (2) because the existing building and site layout would likely be challenging to transition to redevelop. Therefore, SB Friedman finds the West Node to also constitute an economic liability.

2. Social Liability

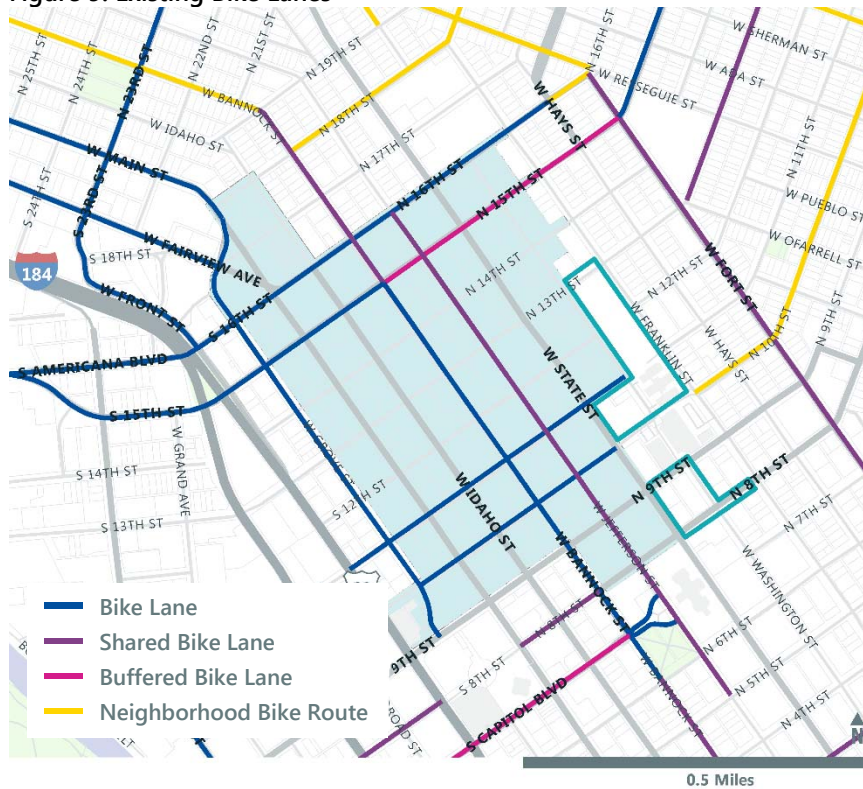
To determine whether the Amendment Area represents a social liability, SB Friedman analyzed congruence between existing conditions and stated planning goals.

A stated planning goal for Downtown Boise is the buildout of a bike route along 11th Street that extends from River Street to Heron Street (the “11th Street Bikeway”). Per the Downtown Boise Mobility Study, current bike facilities that provide north/south access are “limited in their usefulness” and “[do] not connect to other regional or area-wide systems.” Accordingly, “by making 11th Street a bi-directional bicycle facility and removing one travel lane, the street would allow for through movement of bicycles, connect two residential centers with the central area of downtown, and provide continuous connections to the regional system along the Boise Greenbelt.”

SB Friedman’s research indicates current conditions in the Amendment Area (parcel size and position and street layout) will not support, and are inconsistent with, the creation of an extended 11th Street Bikeway. Current conditions are therefore also inconsistent with the planning goals and strategies the City has articulated: an expanded bicycle network and multimodal transportation system in Downtown and stronger connectivity between the Boise River and Downtown subdistricts.

Furthermore, CCDC has worked for over a decade to promote multi-model transit and a safe pedestrian environment along 8th Street. The Agency has worked to increase pedestrian accessibility features, such as wider sidewalks and curb improvements, to provide bicyclists with a safe lane for transit, and to promote local businesses along the corridor. The benefits of these investments can be seen along the 8th Street corridor from Main Street to Bannock Street, which exhibits good urban design, as well as strong economic and social indicators. However, the portions of 8th Street that extend north of Bannock Street have not yet benefited from these investments. In particular, the portion of the 8th Street corridor within the East Node includes two vacant properties and a significantly different streetscape. Compared to well-performing portions of the corridor, the East Node as it stands today constitutes a social liability due to the relatively high vacancy and limited streetscaping.

Figure 9 below illustrates existing bike lanes and the disruption caused by the BHS superblock, which is currently the terminus of the 11th Street bike lane.

Figure 9: Existing Bike Lanes

Source: SB Friedman, Ada County, City of Boise, CCDC

SB Friedman concludes the Study Area constitutes an economic and social liability as parcel underutilization impacts the development potential of the Amendment Area and existing conditions in the Amendment Area deviate from the City's goals for the area.

4. Conclusions

According to the Urban Renewal Law, in order to qualify as an area eligible for an urban renewal project, an area must exhibit one or more of several factors indicating that the area is either a deteriorated area or a deteriorating area. Further, presence of this factor(s) must have adverse consequences.

SB Friedman finds the following two criteria for a deteriorating area to be meaningfully present and reasonably distributed throughout both the East Node and West Node of the Amendment Area parcels:

1. The presence of a substantial number of deteriorated or deteriorating structures; and
2. Deterioration of site or other improvements.

SB Friedman also finds the following criteria for a deteriorating area to be meaningfully present in the West Node of the Amendment Area:

1. Predominance of defective or inadequate street layout; and
2. Faulty lot layout in relation to size, adequacy, accessibility or usefulness.

Furthermore, we find that the Amendment Area represents an economic and social liability. Finally, the proposed Amendment Area meets both criteria identified in Idaho Code Section 50-2033: the Amendment Area is both contiguous to the existing Westside RAA and does not exceed 10% of the existing RAA.

As a result, this preliminary Study concludes that the Amendment Area conforms with Title 50, Chapters 20 and 29 Idaho Code, and meets the eligibility standards for designation as a proposed amendment to the Westside URA.

Appendix: Limitations of Engagement

Our report is based on estimates, assumptions, and other information developed from research of the market, knowledge of the industry, and meetings during which we will obtain certain information. The sources of information and bases of the estimates and assumptions are stated in the report. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur. Therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our report, and the variations may be material.

The terms of this engagement are such that we have no obligation to revise the report to reflect events or conditions that occur subsequent to the date of the report. These events or conditions include, without limitation, economic growth trends, governmental actions, additional competitive developments, interest rates, and other market factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Our study will not ascertain the legal and regulatory requirements applicable to this project, including zoning, other State and local government regulations, permits, and licenses. No effort will be made to determine the possible effect on this project of present or future federal, state or local legislation, including any environmental or ecological matters.

Furthermore, we will neither evaluate management's effectiveness, nor will we be responsible for future marketing efforts and other management actions upon which actual results will depend.



AGENDA BILL

| | | |
|--|--|------------------------------|
| Agenda Subject: On-Call Design Professionals and Professional Land Surveyors | | Date: May 13, 2019 |
| Staff Contact: Kathy Wanner Contracts Specialist | Attachments: A: Resolution No. 1602 B. Request for Qualifications – issued February 20, 2019 C. Recommended Roster of On-Call Design Professionals and Professional Land Surveyors | |
| Action Requested: Adopt Resolution No.1602 creating a roster of selected and pre-approved Design Professionals and Professional Surveyors for five year (2019-2024), non-exclusive On-Call Professional Services Agreements. | | |

BACKGROUND:

The Agency from time to time has the need to engage design professionals and land surveyors for its capital improvement projects. The Agency must utilize design professionals and surveyors to achieve its mission of building attractive urban centers, igniting economic growth, and promoting healthy community design in Boise. Contracting for these services when needed is more cost-effective than having this expertise on staff. Idaho Code § 67-2320 requires that, for work only state-licensed design professionals and surveyors are allowed to perform, all public agencies must initially engage these professionals based on their qualifications and demonstrated experience. In order to streamline that engagement process, Idaho Code § 67-2320(2)(h) allows public agencies to create a roster of pre-approved design professionals after conducting a formal, qualifications-based selection process.

The Agency last conducted a pre-qualification process in 2013. The design professional firms that have been on-call with the Agency since then are indicated in Attachment C. Over the past five years those firms have performed both “stamped” work (work that requires state-licensure) as well as general consultant services that do not require licensure. The on-call professional services agreements with those firms expired in and around February 2019.

Formal Request for Qualifications

Agency staff prepared a Request for Qualifications (“RFQ”) that outlined basic qualifications, desired professional experience, and a set of criteria which would be used to evaluate the proposals (Attachment B). The RFQ requested detailed evidence of ability to perform the desired services through the follow criteria: organizational qualifications, personnel qualifications, and

project experience. Agency staff prepared a Scope of Services with basic qualifications and desired experience for each of the following design professional / surveying disciplines:

- Architecture
- Landscape Architecture
- Civil Engineering
- Electrical Engineering
- Mechanical Engineering
- Structural Engineering
- Traffic Engineering
- Land Surveying

In accordance with statutory requirements, the Agency published notice of the Request for Qualifications inviting design professionals and professional land surveyors to submit Statements of Qualifications ("SOQs") no later than March 20, 2019. Notice was published in the *Idaho Statesman* newspaper on February 20 and February 27. Twenty-eight (28) individual firms responded, and some firms submitted proposals in more than one discipline. Each firm is to be commended for the quality of their proposals and the expertise and competency of their work as evidenced in their SOQs.

Evaluation Process

Agency staff formed teams to evaluate SOQs; at least three (3) Agency project managers reviewed SOQs for each discipline. SOQs first were evaluated for compliance with the technical requirements prescribed in the RFQ, including: letter of interest, cover sheet, waiver and release, and proper number of submitted copies. SOQs then were reviewed by each team member using a points-based system to evaluate organizational qualifications, personnel qualifications, and project experience. Once individual evaluations were complete, staff met to discuss strengths and weaknesses of the SOQs and to tally all points. Because of the thoroughness of the SOQs and the detailed evaluation process, staff felt it unnecessary to require interviews.

Recommended Firms

The following firms are recommended for preapproval based on the RFQ criteria of expertise and experience in specific disciplines:

Architecture

- Cole Architects
- CSHQA
- CTA Architects Engineers
- Hummel Architects
- Slichter Ugrin Architects

Landscape Architecture

- CSHQA
- GGLO
- Jensen Belts Associates
- Stack Rock Group
- The Land Group

Civil Engineering

- Civil Survey Consultants
- KM Engineering
- Quadrant Consulting
- The Land Group
- T-O Engineers

Professional Land Surveying

- Accurate Survey & Mapping
- Civil Survey Consultants
- KM Engineering
- Quadrant Consulting
- The Land Group

Traffic Engineering

- Fehr & Peers
- HDR Engineering
- Kittleson & Associates

While the Agency looked to create on-call rosters for the disciplines of structural, electrical and mechanical engineering, too few SOQs were received in those categories. Therefore, the Agency will address the qualification-based selection process for those specialty services at the time they are needed.

Attachment C contains the complete list of all design professionals and surveyors submitting Statements of Qualifications in response to the RFQ and the list of firms recommended for five year (2019–2024) on-call agreements. Six of the seventeen recommended firms have served the Agency as on-call design professionals for the past five years.

FISCAL NOTES:

The on-call agreements define the terms of the contractual relationship between the Agency and each firm including the hourly rates charged for professional services. The agreements clearly state that they are not a guarantee of work nor compensation. Over the next five years the Agency will use written task orders on an as-needed basis to contract with the various design professionals for specific projects. Each task order will include the amount to be paid for that task.

STAFF RECOMMENDATION:

Adopt Resolution No. 1602 creating a roster of selected and pre-approved design professionals and professional surveyors as shown in the resolution; authorize the Executive Director to negotiate and execute five year on-call professional services agreements with those firms.

Suggested Motion:

I move adoption of Resolution No. 1602 creating a roster of selected and pre-approved design professionals and professional land surveyors as shown in the resolution and to authorize the Executive Director to negotiate and execute five year on-call professional services agreements with these firms.

Attachment A
Resolution No. 1602

RESOLUTION NO. 1602

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A LIST OF SELECTED AND PRE-APPROVED DESIGN PROFESSIONALS AND PROFESSIONAL LAND SURVEYORS IN ACCORDANCE WITH IDAHO CODE § 67-2320; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH THE SELECTED AND PRE-APPROVED DESIGN PROFESSIONALS AND PROFESSIONAL LAND SURVEYORS; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the 30th Street Area Urban Renewal Plan (the "30th Street Plan"), and following said public hearing, the City adopted its Ordinance No. 6868 on December 4, 2012, approving the 30th Street Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the 30th Street Plan ("First Amendment to the 30th Street Plan"), and following said public hearing, the City adopted its Ordinance No. 26-18 on July 24, 2018, approving the First Amendment to the 30th Street Plan de-annexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Shoreline District Urban Renewal Project Area (the "Shoreline District Plan"), and following said public hearing the City adopted its Ordinance No. 55-18 on December 18, 2018, approving the Shoreline District Plan and making certain findings; and,

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

WHEREAS, the River Myrtle-Old Boise Plan (as amended), the Westside Plan, the 30th Street Plan (as amended), the Shoreline District Plan, and the Gateway East District Plan are collectively referred to as the "Downtown Urban Renewal Plans"; and,

WHEREAS, the Act and the Downtown Urban Renewal Plans provide for the Agency to retain and engage technical experts, professional services, and planning services; and,

WHEREAS, Agency has, by policy, provided for certain competitive selection processes for consultants, planners, and others retained by the Agency; and,

WHEREAS, the Agency complies with various provisions of the Idaho Code as may be applicable to the Agency for the selection of services; and,

WHEREAS, having done so in the past, the Agency again would like to establish an ongoing relationship with design professionals and professional land surveyors who have the qualifications to meet the Agency's consulting needs for on-call architecture, landscape architecture, engineering, and professional land surveying services related to urban renewal projects in downtown Boise or any future urban renewal areas or potential areas within the jurisdiction of the Agency; and,

WHEREAS, the Agency, as required by Idaho Code § 67-2320, shall undertake a qualitative selection process for design professionals and professional land surveyors; and,

WHEREAS, notice of the Agency's Request for Qualifications ("RFQ") was published in the *Idaho Statesman* newspaper on February 20 and 27, 2019, and further the RFQ was made available to interested parties on February 20, 2019, with a March 20, 2019, deadline for submission; and,

WHEREAS, the Agency requested Statements of Qualifications (“SOQs”) from firms in the specific disciplines of Architecture, Landscape Architecture, Civil Engineering, Structural Engineering, Mechanical Engineering, Electrical Engineering, Traffic Engineering, and Land Surveying; and,

WHEREAS, as a result of the RFQ, the Agency received forty-four (44) SOQs from twenty-eight (28) individual firms; and,

WHEREAS, the Idaho Code § 67-2320(2)(h) allows agencies to develop a roster of prequalified firms so long as that roster is made up of at least three (3) persons or firms that have the requisite qualifications; and,

WHEREAS, since the Agency received fewer than three (3) SOQs in the disciplines of Electrical Engineering, Mechanical Engineering, and Structural Engineering, the Agency does not seek to create a roster in those three professional disciplines at this time; and,

WHEREAS, the Agency reviewed the SOQs for Architecture, Landscape Architecture, Civil Engineering, Transportation Engineering, and Land Surveying and evaluated how each SOQ met the basic requirements and desired experience requested by the Agency; and,

WHEREAS, following the evaluation of the SOQs, the Agency concluded that the following persons or firms are best qualified to provide the desired design professional and professional land surveying services to the Agency under a five-year contract:

Architecture

- Cole Architects
- CSHQA
- CTA Architects Engineers
- Hummel Architects
- Slichter Ugrin Architects

Landscape Architecture

- CSHQA
- GGLO
- Jensen Belts Associates
- Stack Rock Group
- The Land Group

Civil Engineering

- Civil Survey Consultants
- KM Engineering
- Quadrant Consulting
- The Land Group
- T-O Engineers

Professional Land Surveying

- Accurate Survey & Mapping
- Civil Survey Consultants
- KM Engineering
- Quadrant Consulting
- The Land Group

Traffic Engineering

- Fehr & Peers
- HDR Engineering
- Kittelson & Associates

WHEREAS, Agency staff recommends that the Agency approve the listed design professionals and professional land surveyors in accordance with Idaho Code § 67-2320(2)(h) and enter into five-year, on-call professional services agreements with each of these selected design professionals and professional land surveyors; and,

WHEREAS, the Agency Board of Commissioners finds engagement of each of the selected design professionals and professional land surveyors using a five-year professional on-call services agreement to be in the best interests of the Agency and the public.

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

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

Section 2: That a professional services agreement similar to the agreement set forth as Exhibit A hereto be negotiated with each of the above listed firms.

Section 3: That the Agency Executive Director is hereby authorized to negotiate, sign, and enter into the above referenced Professional Services Agreements with the selected firms, and, further, is hereby authorized to execute all necessary documents required to implement the Professional Services Agreements, subject to representation by Agency legal counsel that all necessary conditions have occurred; the Executive Director is further authorized to perform any and all other duties required pursuant to the Professional Services Agreements, including the expenditure of funds.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on May 13, 2019. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on May 13, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
David H. Bieter, Secretary



[NAME OF FIRM]

2019-2024 ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made by and between Capital City Development Corporation, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Boise City, Idaho ("CCDC") and [NAME OF FIRM], [Form of Organization] ("CONSULTANT") (individually referred to as "Party" and collectively as the "Parties"), who agree as follows:

PURPOSE AND INTENT

CCDC has an ongoing need for nonexclusive on-call consultant services related to the [nature of services].

1. **SCOPE OF SERVICES.** CONSULTANT shall perform services for CCDC as described in Exhibit A, attached hereto by this reference ("Scope of Services" or "Scope"). Typical services expected under this Agreement include [describe services].

Requests for services shall be authorized through written task orders as described in Section 2. below. Issuance of a written and signed Task Order by CCDC shall serve as a notice to proceed unless otherwise stated in the Task Order. CONSULTANT shall begin performing services only after receipt of a written Task Order.

CCDC has retained CONSULTANT to provide services on a non-exclusive, on-call basis. CCDC reserves the right to seek services from other consultants through any procedure deemed to be in the best interests of CCDC and in compliance with any applicable law, rule, or regulation. CONSULTANT acknowledges that this agreement is non-exclusive and that CCDC is not warranting that it will issue any Task Orders to CONSULTANT during the term of the Agreement. Concurrently with this Agreement, CCDC may enter into on-call agreements with other consultants that provide similar or identical services. The Parties acknowledge and understand that nothing in this Agreement precludes CONSULTANT from responding to any Requests for Qualifications or Proposals for any additional services or work products contemplated by CCDC.

2. **TASK ORDERS.** Services to be performed under this Agreement shall commence upon CCDC issuing a signed Task Order to CONSULTANT for services and/or work product. The Task Order shall include a complete description of the particular services or work products to be provided by CONSULTANT and set a not-to-exceed limit for CONSULTANT charges. The Task Order shall specify the schedule for completion and deliverables and shall specify whether payment to CONSULTANT shall be based on time and expenses, a fixed sum, or an alternative method. Issuance of a Task Order signed by CCDC shall serve as a notice to proceed unless otherwise stated in the Task Order.

If an alternative method of payment is specified, the Task Order shall also state the method of payment to be used for services or work products completed to date if the contract is terminated by CCDC in accordance with Section 19.

3. AMOUNT AND METHOD OF PAYMENT.

- (a) Method of Payment. CCDC agrees to pay CONSULTANT for services rendered under this Agreement based on the method of payment specified in the Task Order. If a Task Order uses hourly rates as the method of payment, hourly rates shall not exceed [hourly rate] or [the rate schedule below:] or [the rate schedule as shown in Exhibit XX]. CONSULTANT may request an adjustment in hourly rates during the term of this contract. Any adjustment in hourly rates shall be approved by CCDC in writing.
- (b) Reimbursable Expenses. Reimbursable expenses may include general out-of-pocket expenses such as long-distance telephone charges, copying expenses, overnight or standard mailing expenses, travel-related expenses and the like, and shall be billed to CCDC at the actual cost to CONSULTANT with no mark-up. The Task Order shall specify if reimbursable expenses are included in or in addition to any not-to-exceed limit set for CONSULTANT charges.
- (c) NOTICE REQUIRED PRIOR TO OVERAGES. CONSULTANT must notify CCDC if CONSULTANT anticipates that costs for the Scope of Services will exceed the not-to-exceed limit set for an individual Task Order issued under this Agreement. CCDC will determine in its sole judgment if an amendment to the not-to-exceed limit is appropriate. Any amendment shall be approved by CCDC in writing prior to the CONSULTANT incurring costs in excess of the not-to-exceed limit.
- (d) Invoices. For each Task Order using time and reimbursable expenses as a basis of payment, CONSULTANT shall provide time and expense records to CCDC with monthly invoices submitted to CCDC for payment. Monthly invoices shall be submitted to CCDC, 121 N 9th Street, Suite 501, Boise, Idaho 83702 or via email to accounting@ccdcb Boise.com. Regardless of the Method of Payment, each invoice shall be in a format acceptable to CCDC, shall specify charges as they relate to the tasks in the Task Order, and shall clearly include the purchase order number (PO#) assigned to each Task Order. Each invoice also shall specify current billing, previous payments made to date, and total of costs incurred.
- (e) Payment of Invoices. All invoices shall be paid by CCDC within thirty (30) days of receipt of proper invoice, subject to Sections 3(f) and 19.
- (f) Correcting Deficiencies. If a service or work product subject to a specific invoice does not meet the requirements of this Agreement as CCDC may reasonably determine, CCDC shall notify CONSULTANT in writing and identify specific deficiencies in the service or work product that do not meet the requirements. CONSULTANT shall have seven (7) working days to correct or modify the service or work product to comply with the requirements of the Agreement as set forth in the CCDC's written notice. If CCDC again reasonably determines that a

service or work product fails to meet the requirements, CCDC may withhold payment until deficiencies have been corrected to CCDC's reasonable satisfaction or may terminate this Agreement as set forth in Section 19.

4. **RIGHT OF CONTROL.** CCDC agrees that it will have no right to control or direct the details, manner, or means by which CONSULTANT accomplishes the results of the services performed hereunder. CONSULTANT has no obligation to work any particular hours or days or any particular number of hours or days. CONSULTANT agrees, however, that its other contracts and services shall not interfere with the performance of its services under this Agreement. CCDC agrees to coordinate project schedules between CONSULTANT and other consultants that are part of a project team as necessary.

5. **INDEPENDENT CONSULTANT RELATIONSHIP.** CONSULTANT is an independent CONSULTANT and is not an employee, servant, agent, partner, or joint venturer of CCDC. CCDC shall determine the services and work products to be done by CONSULTANT, but CONSULTANT shall determine the legal means by which it accomplishes the services and work products specified by CCDC. This Agreement shall not be construed to create any employer-employee relationship between CCDC and CONSULTANT.

6. **DISCRIMINATION PROHIBITED.** In performing the services required herein, CONSULTANT shall not discriminate against any person on the basis of race, color, religion, ancestry, age, sex, sexual orientation, gender identity/expression, national origin, or disability. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination or suspension of the Agreement by CCDC, in whole or in part, and may result in ineligibility to perform additional services for CCDC.

7. **LICENSES AND LAW.** CONSULTANT represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required to perform the services under this Agreement. CONSULTANT further agrees to comply with all applicable laws, ordinances, and codes of Federal, State, and local governments in the performance of the services hereunder.

8. **ACCESS TO RECORDS AND AUDITS.** CONSULTANT shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by CCDC representatives for three (3) years after final payment. Copies shall be made available upon request.

9. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** No federal, state, or local income taxes, nor payroll taxes of any kind, shall be withheld and paid by CCDC on behalf of CONSULTANT or the employees of CONSULTANT. CONSULTANT shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

10. **FRINGE BENEFITS.** Because CONSULTANT is engaged in its own independently established business, CONSULTANT is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of CCDC.

11. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES.** CONSULTANT shall supply, at CONSULTANT's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

12. **PROPRIETARY RIGHTS.** With the exception of computer models created by CONSULTANT, all other data, materials, reports, maps, graphics, tables, memoranda, and other documents or products developed under this Agreement, whether finished or not finished, shall become the property of CCDC, shall be forwarded to CCDC at its request, and may be used by CCDC as it sees fit. CCDC agrees that if it uses products prepared by CONSULTANT for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold CONSULTANT harmless therefore.

13. **CONFIDENTIALITY.**

- (a) CONSULTANT agrees to maintain confidentiality of all work products produced under this Agreement including both interim and draft materials, reports, maps, graphics, tables, memoranda, and other documents unless and until CCDC signifies its written approval that a work product may be published as final work product. CCDC reserves the right to distribute a final work product as it sees fit, provided that CONSULTANT may use copies of any final work product in the marketing of its firm. CONSULTANT may use interim and draft work products in the marketing of its firm only upon written authorization from CCDC.
- (b) CONSULTANT agrees that any property owner names and addresses received from CCDC shall only be used on behalf of CCDC and shall not be used to create, distribute or sell mailing lists as provided in Idaho State Code § 74-120. CONSULTANT further agrees to maintain confidentiality of property owner names and addresses received for any purpose and shall not use property owner names and addresses in any work product produced for CCDC except as authorized by CCDC.

14. **SUBCONSULTANTS.** CONSULTANT may propose to CCDC the use of subconsultants ("SUBCONSULTANTS") for performance of a particular aspect of the services. CCDC shall have the right to approve the use of SUBCONSULTANTS and the amount and method of SUBCONSULTANTS' compensation prior to commencement of any services by SUBCONSULTANTS, and such approval shall be in writing. CCDC shall also determine whether the selection of SUBCONSULTANTS should be made through any required selection process or through a selection process CCDC deems in its best interest. CCDC shall have the right to approve any change in the use of SUBCONSULTANTS. Such changes in SUBCONSULTANTS shall be approved by CCDC in writing and shall not affect the amount of payment stated in the Agreement unless specifically authorized by CCDC in writing. CCDC shall have no liability to SUBCONSULTANTS; CONSULTANT shall be responsible for services performed or work product produced by the SUBCONSULTANTS and for payment to SUBCONSULTANTS.

15. **COORDINATION WITH OTHER CONSULTANTS.** CONSULTANT recognizes that CCDC has or may enter into agreements with other consultants. Upon request, CONSULTANT agrees to coordinate with and work in conjunction with other Consultants when the need arises.

16. **STANDARD OF CARE.** CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by marketing and communications firms practicing in the same or similar locality under the same or similar circumstances. CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of any services or work products performed under this Agreement.

CONSULTANT shall be entitled to rely on the accuracy and completeness of any information furnished by CCDC, except in such circumstances that CONSULTANT should, in the exercise of reasonable care, consistent with the professional skill and care ordinarily provided by consultants practicing under the same or similar circumstances, know the information to be incorrect, unreliable, or incomplete. CONSULTANT shall provide prompt notice to CCDC if CONSULTANT becomes aware of any errors, omissions, or inconsistencies in such information.

17. **INDEMNIFICATION.** To the fullest extent permitted by law, CONSULTANT agrees to indemnify, defend, and hold harmless CCDC and its officers, directors, members, agents, and employees from and against all claims, damages, losses, and expenses, including without limitation attorney fees, arising out of or resulting from performance of the work, but only to the extent caused by negligent or intentional acts or omissions of CONSULTANT, its SUBCONSULTANTS, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. In case any action or proceeding is brought against CCDC or its officers, directors, members, agents, or employees by reason of or arising out of CONSULTANT's negligence or intentionally wrongful acts during the performance of this Agreement, CONSULTANT shall, upon written notice from CCDC and at CONSULTANT's expense, resist or defend such action or proceeding.

18. **INSURANCE.** Prior to commencing any services under this Agreement, CONSULTANT shall obtain at its sole cost and expense and thereafter maintain, for the duration of this Agreement, at least the minimum insurance coverages set forth below:

- (a) Worker's compensation insurance as required by applicable law or regulation;
- (b) Employer's liability insurance as required by applicable law or regulation;
- (c) Commercial general liability insurance covering all operations by or on behalf of CONSULTANT with minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate for both personal injury and property damage. The commercial general liability insurance policy shall name CCDC as an Additional Insured and protect its officers, agents, and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONSULTANT's negligence during the performance of this Agreement;
- (d) Professional liability insurance with minimum limits of liability of \$1,000,000 per occurrence and \$1,000,000 aggregate;

All insurance required in this Agreement shall be occurrence-based coverage and shall be obtained from companies which are authorized to do business in Idaho. CONSULTANT shall provide to CCDC proof of insurance coverage as set forth above before commencing any

services under this Agreement. CONSULTANT shall require its insurer to notify CCDC at least ten (10) days prior to cancellation of CONSULTANT's insurance policy or policies.

19. **TERMINATION OF AGREEMENT.**

- (a) **FOR CAUSE.** If, through any cause, the CONSULTANT shall fail to fulfill its obligations in compliance with the schedule reflected in a Task Order under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, CCDC shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, CONSULTANT shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date.
- (b) **FOR CONVENIENCE OF CCDC.** CCDC may terminate this Agreement at any time, for any reason, by giving at least a fifteen (15) day notice in writing to the CONSULTANT. If this Agreement is terminated by CCDC as provided herein, CONSULTANT shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date.
- (c) **PROVISION OF WORK PRODUCTS AT TERMINATION.** CONSULTANT shall provide CCDC all work products generated prior to date of termination, whether for cause or for convenience, within ten (10) days of termination. All work products generated, whether complete or not, are the property of CCDC, as set forth in Section 12 of this Agreement.

20. **DISPUTES.** In the event that a dispute arises between CCDC and the CONSULTANT regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho, unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

21. **ATTORNEY FEES.** In the event of any controversy, claim, or action being filed or instituted between the Parties hereto to enforce the terms and conditions of this Agreement or arising from the breach of any provision thereof, the prevailing Party will be entitled to receive from the other Party all costs, damages, and expenses including reasonable attorneys' fees through all levels of action. The prevailing Party will be that Party who is awarded judgment as a result of trial or arbitration, or who receives a payment of money or other concession or agreements from the other Party in settlement of claims asserted by or against that Party. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Agreement.

22. **NONWAIVER.** Failure of either Party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

23. **NOTICES.** Any and all notices required to be given in writing by either of the Parties hereto shall be deemed communicated when delivered in person, by courier, or three (3) days after being mailed in the United States mail, certified, return receipt requested, addressed as follows:

To CCDC:
John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
208-384-4264
Email

To CONSULTANT:
Consultant's Project Manager
Consultant Name
Address
City / State / Zip
Telephone #
Email

Telephone numbers and E-mail addresses are for convenience and not to be used for notices required to be in writing. Either Party may, by written notice, change its address, telephone number, or E-mail address listed above.

24. **GENERAL ADMINISTRATION AND MANAGEMENT.** The Executive Director of CCDC or his/her designee shall be CCDC's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required of CCDC under this Agreement.

25. **TERM OF AGREEMENT.** This Agreement shall begin on the date when both parties have signed the Agreement (last date signed) and shall expire on September 30, 2024. CONSULTANT shall begin performing services only after receipt of a written Task Order.

26. **ENTIRE AGREEMENT.** This Agreement, along with any and all Exhibits, attached hereto and incorporated herein by reference, contains the entire Agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement covers services or work products CONSULTANT has not completed, but does not cover services or work products that have been completed and for which CCDC has paid CONSULTANT'S fee.

27. **AMENDMENTS.** This Agreement may be amended only in writing, upon mutual agreement of both CCDC and CONSULTANT.

28. **ASSIGNMENT.** It is expressly agreed and understood by the Parties hereto, that CONSULTANT shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CCDC.

29. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Such counterparts shall be deemed to be original instruments. Counterparts together shall constitute one (1) agreement.

30. **GOVERNING LAW.** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

31. **SEVERABILITY.** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement shall nevertheless remain in full force and effect.

32. **SUCCESSORS IN INTEREST.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereby, and their respective successors and assigns.

33. **THIRD PARTY BENEFICIARIES.** CCDC and CONSULTANT are the only Parties to this Agreement. The Parties do not intend that any non-party or third party will have any rights whatsoever under this Agreement.

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Agreement with an effective date as of the last date written below.

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT
Name of Consultant

John Brunelle, Executive Director

Name & Title of Contract Signer

Date: _____

Date: _____

EXHIBITS

- A. Scope of Services [Scope of Services will vary according to selected discipline]
- B. Rate Schedule

Attachment B

Request for Qualifications – issued February 20, 2019



REQUEST FOR QUALIFICATIONS

2019 ON-CALL DESIGN PROFESSIONALS:

ARCHITECTS, LANDSCAPE ARCHITECTS,
ENGINEERS, AND PROFESSIONAL SURVEYORS

QUALIFICATIONS DUE: **MARCH 20, 2019** BY 3 P.M. local time

REQUEST FOR QUALIFICATIONS
On-Call Design Professionals and Professional Surveyors
(Architects, Landscape Architects, Engineers, and Land Surveyors)

Issue Date: February 20, 2019
Statement of Qualifications Due: **MARCH 20, 2019** by 3:00 p.m. local time

TO ALL APPLICANTS:

Capital City Development Corporation (CCDC), the urban renewal agency for the city of Boise, Idaho, is seeking Statements of Qualifications from architects, landscape architects, engineers, and land surveyors who are licensed in the State of Idaho pursuant to chapters 3, 12, and 30, title 54, Idaho Code.

In accordance with the Qualification Based Selection process outlined in Idaho Code § 67-2320, CCDC desires to engage competent and qualified professionals in five-year, non-exclusive, on-call professional services contracts. Selected Respondents are not guaranteed work nor compensation during the five-year term of these contracts.

BACKGROUND:

CCDC works to increase investment in the City through its own projects and public/private partnerships. CCDC focuses its efforts on economic development, infrastructure, place making, mobility, and special projects within five urban renewal districts. The agency works hand-in-hand with local partner organizations and companies to redevelop underutilized properties and improve public places.

CCDC is engaged in a significant program of public improvements including an extensive system of streetscapes, major maintenance and replacement of building systems in its parking garages, creation of public spaces, and other capital projects. CCDC owns several buildings that require occasional maintenance and repair.

Each year CCDC creates a 5-year fiscally responsible Capital Improvement Plan as a predictable framework to collaborate with agency and community partners to achieve urban redevelopment goals and the long term vision for the city. The current 5-year plan has an estimated \$83 million dollars in investments planned for various projects and programs.

For additional information regarding CCDC, its impact on downtown Boise, and its many past and future projects, please visit the agency's website at www.ccdcboise.com

CONTACT:

Kathy Wanner, Contracts Specialist
kwanner@ccdcb Boise.com

SCOPE OF SERVICES

CCDC is seeking Statements of Qualifications that show significant experience working on projects in high density urban environments and that involve a variety of public agencies and/or public-private partnerships. Respondents selected through this RFQ process shall be well acquainted with the high-profile public process and the necessary steps of working projects through that process. The anticipated Scope of Services includes production of detailed, stamped, and signed construction drawings and/or land surveys for public works construction projects. Certain assignments may also include general design and other professional expertise. Services are typically requested well in advance but some assignments may require a rapid response.

Selected Respondents will have all personnel, materials, and equipment to perform and accurately record the work. Selected Respondents will have the technical knowledge and skills necessary to perform the work as well as current professional registration, licensure, and/or certification in the State of Idaho.

Compensation to Selected Respondents will be based on the types of personnel required for the work, the complexity of the work, the time required to complete the work, and the Selected Respondent's rates as negotiated and included in the professional services contract. For this RFQ, please do not submit rate schedules as they cannot be considered and will be discarded. Payment is typically based on hourly rates and reimbursable expenses.

By this RFQ, CCDC is not prequalifying teams of different professional disciplines – this RFQ is only to prequalify Respondents for eight (8) professional disciplines: Architecture, Landscape Architecture, Civil Engineering, Structural Engineering, Electrical engineering, Mechanical Engineering, Transportation Engineering, and Land Surveying. **Multi-discipline firms wishing to provide services in multiple disciplines must submit separate SOQs for each discipline for which they wish to be considered.**

Please review the following pages for information about each of the professional disciplines – each page includes past examples of projects, basic requirements needed by the Selected Respondents, and the desired relevant experience of Selected Respondents.

REQUIREMENTS SPECIFIC TO ARCHITECTURE

CCDC's mission is to ignite diverse economic growth, build vibrant urban centers, and promote healthy community design. In order to fulfill this mission, a Five Year Capital Improvements Plan (CIP) is developed yearly. The following is a sample of relevant project types from the current CIP that demonstrate the architecture services CCDC needs.

- Mixed-use parking garage design and construction.
- Existing parking garage major repairs, such as, exterior coatings, structural upgrades, LED lighting retrofit, signage update, elevator upgrades, HVAC and CO2 systems replacement, and fire sprinkler system replacement.
- Existing commercial or residential building upgrades such as code compliance, structural rehabilitation, and tenant improvements.
- Long-term access-controlled bike storage facility design and construction.

BASIC REQUIREMENTS

Respondents desiring to be selected must clearly demonstrate that they have the education, training, licensing, and experience to deliver the services listed below.

- Architectural design and consultation.
- Providing architectural plans, stamped construction drawings, and specifications.
- Preparation of Division 01 General Requirements specifications.
- Management of sub-consultants and specialists, including the integration and quality review of sub-consultants' plans.
- Assisting with public bidding processes including preparation of addenda, meeting agendas, and minutes and conducting pre-bid meetings.
- Obtaining permits from Authorities Having Jurisdiction (AHJ).
- Serving as Owner's project manager for construction projects.
- Providing construction administration services.
- Attending or presenting in public meetings as CCDC's representative.

DESIRED EXPERIENCE

CCDC plays an integral part in the economic growth of Boise and serves as a catalyst for the redevelopment of urban areas. Due to the complex nature of some of these projects, CCDC desires that its prequalified architects have the following types of experience. Respondents that demonstrate this type of experience will receive higher evaluation scores.

- Completed projects within CCDC's jurisdiction where the Respondent was responsible for obtaining Design Review approvals, building permits, and right-of-way permits.
- Completed projects that exemplify sound urban design principles, contribute to the betterment of the public realm, and/or further Boise's mobility initiatives.
- Expertise in parking garage design and function, including elevator code and performance, ADA/Life Safety/ International Building Code, exterior coatings, and structural systems.
- Experience leading high profile public project processes, working with public agencies as a prime consultant with a sub-consultant team.

REQUIREMENTS SPECIFIC TO LANDSCAPE ARCHITECTURE

CCDC's mission is to ignite diverse economic growth, build vibrant urban centers, and promote healthy community design. In order to fulfill this mission, a Five Year Capital Improvements Plan (CIP) is developed yearly. The following is a sample of relevant project types from the current CIP that demonstrate the landscape architecture services CCDC needs.

- Streetscape improvement projects per the Downtown Boise Streetscape Standards.
- Right-of-way (full width) improvement projects per the NACTO Complete Street Guidelines, ACHD Livable Street Design Guide, and 'shared street' / 'festival street' configurations.
- Public space improvements such as plazas, pocket parks, urban parks, multimodal path systems, riverbank remediation, and recreation access facilities.
- Pedestrian-friendly alley design and construction.

BASIC REQUIREMENTS

Respondents desiring to be selected must clearly demonstrate that they have the education, training, licensing, and experience to deliver the services listed below.

- Public space, site, and streetscape design and consultation.
- Management of sub-consultants and specialists, including integration and quality review of sub-consultants' plans.
- Preparation of site improvement, landscape, irrigation plans, stamped construction drawings, and specifications.
- Preparation of Division 01 General Requirements specifications.
- Regulatory code analysis specific to public right-of-way, universal accessibility, and transportation policy.
- Assisting with public bidding processes including preparation of addenda, meeting agendas, and minutes and conducting pre-bid meetings.
- Obtaining permits from Authorities Having Jurisdiction (AHJ).
- Serving as Owner's project manager for construction projects.
- Providing construction administration services.
- Attending or presenting in public meetings as CCDC's representative.

DESIRED EXPERIENCE

CCDC plays an integral part in the development of public spaces in Boise. Due to the complex and urban nature of these projects, CCDC desires that its prequalified landscape architects have the following types of experience. Respondents that demonstrate this type of experience will receive higher evaluation scores.

- Completed projects within CCDC's jurisdiction that the Respondent was responsible for obtaining Design Review approvals, building permits, and right-of-way permits.
- Completed projects that exemplify sound urban design principles, contribute to the betterment of the public realm, and/or further Boise's mobility initiatives.
- Expertise in water-wise irrigation systems
- Expertise in and green storm water infrastructure systems, particularly suspended pavement systems.
- Experience leading high profile public project processes, working with public agencies as a prime consultant with a sub-consultant team.

REQUIREMENTS SPECIFIC TO CIVIL ENGINEERING

CCDC's mission is to ignite diverse economic growth, build vibrant urban centers, and promote healthy community design. In order to fulfill this mission, a Five Year Capital Improvements Plan (CIP) is developed yearly. The following is a sample of relevant project types from the current CIP that demonstrate the civil engineering services CCDC needs.

- Streetscape improvement projects per the Downtown Boise Streetscape Standards
- Right-of-way (full width) improvement projects per the NACTO Complete Street Guidelines, ACHD Livable Street Design Guide, and 'shared street' / 'festival street' configurations
- Public space improvements such as plazas, pocket parks, urban parks, multimodal path systems, riverbank remediation and recreation access facilities
- Pedestrian alley design and construction
- Public utility relocation or improvement projects

BASIC REQUIREMENTS

Respondents desiring to be selected must clearly demonstrate that they have the education, training, licensing and experience to deliver the services listed below.

- Public infrastructure and site engineering and consultation
- Management of sub-consultants and specialists, including integration and quality review of sub-consultants' plans including specialties such as surveying, geotech, exterior lighting, structural systems, and transportation
- Preparation of demolition, SWPPP, earthwork, storm water drainage, roads, site utilities, site walls and site feature plans, and stamped construction drawings and specifications
- Preparation of Division 01 General Requirements specifications
- Regulatory code analysis specific to public right-of-way, universal accessibility, and transportation policy
- Assisting with public bidding processes including preparation of addenda, meeting agendas and minutes and conducting pre-bid meetings
- Obtaining permits from Authorities Having Jurisdiction (AHJ)
- Serving as Owner's project manager for construction projects
- Providing construction administration services
- Attending or presenting in public meetings as CCDC's representative

DESIRED EXPERIENCE

CCDC plays an integral part in the development of public infrastructure in Boise. Due to the complex and urban nature of these projects, CCDC desires that its prequalified civil engineers have the following types of experience. Respondents that demonstrate this type of experience will receive higher evaluation scores.

- Completed projects within CCDC's jurisdiction that the Respondent was responsible for obtaining Design Review approvals, building permits, and right-of-way permits.
- Expertise in industrial/warehouse development standards, particularly associated with public infrastructure.
- Expertise in engineering and construction of green storm water infrastructure, particularly suspended pavement systems and vegetated infiltration systems.
- Experience leading high profile public project processes, working with public agencies as a prime consultant with a sub-consultant team.

REQUIREMENTS SPECIFIC TO STRUCTURAL ENGINEERING

CCDC's mission is to ignite diverse economic growth, build vibrant urban centers, and promote healthy community design. In order to fulfill this mission, a Five Year Capital Improvements Plan (CIP) is developed yearly. The following is a sample of relevant project types from the current CIP that demonstrate the structural engineering services CCDC needs.

- Structural systems associated with public space and streetscape improvement projects, including subgrade vault or basement infill within the public right-of-way, foundations and footings, structural attachments for custom lighting or signage, and other as needed.
- Mixed-use parking garage structural system design and construction.
- Structural engineering associated with existing parking garage major repairs such as exterior coatings, structural upgrades, signage attachment, elevator upgrades, HVAC and CO2 system replacement, and fire sprinkler system replacement.
- Structural concrete rehabilitation projects.
- Existing commercial or residential building upgrades such as code compliance, structural rehabilitation, and tenant improvements.
- Long-term access-controlled bike storage facility design and construction.

BASIC REQUIREMENTS

Respondents desiring to be selected must clearly demonstrate that they have the education, training, licensing, and experience to deliver the services listed below.

- Public infrastructure and public facilities structural engineering and consultation.
- Preparation and coordination of structural plans, stamped construction drawings and specifications.
- Regulatory code analysis specific to public right-of-way, public buildings, and universal accessibility.
- Assisting with public bidding processes including preparation of addenda.
- Obtaining permits and inspections from Authorities Having Jurisdiction (AHJ).
- Providing construction administration services.
- Attending or presenting in public meetings as CCDC's representative.

DESIRED EXPERIENCE

CCDC plays an integral part in the parking system and public space improvements in downtown Boise. Due to the complex and urban nature of these projects, CCDC desires that its prequalified structural engineers have the following types of experience. Respondents that demonstrate this type of experience will receive higher evaluation scores.

- Completed concrete structural system rehabilitation projects, particularly in parking garages.
- Completed projects in the public right-of-way where existing sub-grade vaults or basements were infilled, particularly regarding historic buildings.

REQUIREMENTS SPECIFIC TO ELECTRICAL ENGINEERING

CCDC's mission is to ignite diverse economic growth, build vibrant urban centers, and promote healthy community design. In order to fulfill this mission, a Five Year Capital Improvements Plan (CIP) is developed yearly. The following is a sample of relevant project types from the current CIP that demonstrate the electrical engineering services CCDC needs.

- Utility relocation projects, such as undergrounding overhead power lines.
- Exterior site lighting associated with public space and streetscape improvement projects.
- Mixed-use parking garage electrical system design and construction.
- Electrical engineering associated with existing parking garage major repairs, such as lighting upgrades, signage upgrades, elevator upgrades, HVAC and CO2 systems replacement, fire sprinkler system replacement, and automated gate system repair.
- Existing commercial or residential building upgrades such as code compliance and tenant improvements.
- Long-term access-controlled bike storage facility design and construction.

BASIC REQUIREMENTS

Respondents desiring to be selected must clearly demonstrate that they have the education, training, licensing, and experience to deliver the services listed below.

- Public infrastructure and public facilities electrical engineering and consultation.
- Preparation and coordination of electrical plans, stamped construction drawings, and specifications.
- Regulatory code analysis specific to public right-of-way, public buildings, and municipal lighting.
- Assisting with public bidding processes including preparation of addenda.
- Obtaining permits and inspections from Authorities Having Jurisdiction (AHJ).
- Providing construction administration services.
- Attending or presenting in public meetings as CCDC's representative.

DESIRED EXPERIENCE

CCDC plays an integral part in the parking system and public space improvements in downtown Boise. Due to the complex and urban nature of these projects, CCDC desires that its prequalified electrical engineers have the following types of experience. Respondents that demonstrate this type of experience will receive higher evaluation scores.

- Completed projects that exemplify collaboration and good standing relationships with Idaho Power Corporation.
- Completed projects undergrounding utilities in urban environments containing a high amount of underground utility conflicts, particularly in alleys and narrow right-of-ways.
- Expertise in exterior lighting efficiency and dark sky compliant lighting system design.
- Experience leading high profile public project processes, working with public agencies as a prime consultant.

REQUIREMENTS SPECIFIC TO MECHANICAL ENGINEERING

CCDC's mission is to ignite diverse economic growth, build vibrant urban centers, and promote healthy community design. In order to fulfill this mission, a Five Year Capital Improvements Plan is developed yearly. The following is a sampling of the most relevant types of future projects that demonstrate the mechanical engineering services CCDC needs.

- Mixed-use parking garage mechanical systems design and construction.
- Mechanical engineering associated with existing parking garage major repairs such as elevator upgrades, HVAC and CO2 systems replacement, and fire sprinkler system replacement.
- Existing commercial or residential building upgrades such as code compliance and tenant improvements.

BASIC REQUIREMENTS

Respondents desiring to be selected must clearly demonstrate that they have the education, training, licensing, and experience to deliver the services listed below.

- Public facilities mechanical engineering and consultation.
- Preparation and coordination of mechanical plans, stamped construction drawings, and specifications.
- Regulatory code analysis specific to public buildings, including geothermal systems.
- Assisting with public bidding processes including preparation of addenda.
- Obtaining permits and inspections from Authorities Having Jurisdiction (AHJ).
- Providing construction administration services.
- Attending or presenting in public meetings as CCDC's representative.

DESIRED EXPERIENCE

CCDC plays an integral part in the parking system and public space improvements in downtown Boise. Due to the complex and urban nature of these projects, CCDC desires that its prequalified mechanical engineers have the following types of experience. Respondents that demonstrate this type of experience will receive higher evaluation scores.

- Completed City of Boise geothermal expansion or rehabilitation projects.
- Completed parking garage projects that include new or retrofit HVAC and/or CO2 systems.
- Expertise in fire sprinkler/suppression systems
- Experience with irrigation systems requiring indoor components, collaboration on connections and system design

REQUIREMENTS SPECIFIC TO TRANSPORTATION ENGINEERING

CCDC's mission is to ignite diverse economic growth, build vibrant urban centers, and promote healthy community design. In order to fulfill this mission, a Five Year Capital Improvements Plan (CIP) is developed yearly. The following is a sampling of the most relevant types of future projects that demonstrate the transportation engineering services CCDC needs.

- Streetscape improvement projects that require lane reconfiguration.
- Right-of-way (full width) improvement projects per the NACTO Complete Street Guidelines, ACHD Livable Street Design Guide, and 'shared street' / 'festival street' configurations.

BASIC REQUIREMENTS

Respondents desiring to be selected must clearly demonstrate that they have the education, training, licensing, and experience to deliver the services listed below.

- Transportation planning, engineering, and consultation.
- Preparation of signage, signalization, and striping plans as well as stamped construction drawings and specifications.
- Preparation of Division 01 General Requirements specifications.
- Regulatory code analysis specific to public right-of-way, universal accessibility, and local transportation policy.
- Assisting with public bidding processes including preparation of addenda, meeting agendas and minutes, and conducting pre-bid meetings.
- Obtaining permits from Authorities Having Jurisdiction (AHJ).
- Serving as Owner's project manager for construction projects.
- Providing construction administration services.
- Attending or presenting in public meetings as CCDC's representative.

DESIRED EXPERIENCE

CCDC plays an integral part in public street and public space improvements in downtown Boise. Due to the complex and urban nature of these projects, CCDC desires that its prequalified transportation engineers have the following types of experience. Respondents that demonstrate this type of experience will receive higher evaluation scores.

- Completed projects within CCDC's jurisdiction that the Respondent was responsible for obtaining Design Review approvals, building permits, and right-of-way permits.
- Expertise in industrial/warehouse development standards, particularly associated with transportation.
- Expertise in pedestrian and bicycle facilities and experience successfully implementing non-typical facilities within ACHD right-of-way.
- Experience leading high profile public project processes, working with public agencies as a prime consultant.

REQUIREMENTS SPECIFIC TO LAND SURVEYING

CCDC's mission is to ignite diverse economic growth, build vibrant urban centers, and promote healthy community design. In order to fulfill this mission, a Five Year Capital Improvements Plan (CIP) is developed yearly. The following is a sampling of the most relevant types of future projects that demonstrate the land surveying services CCDC needs.

- Public space improvements such as streetscapes, plazas, pocket parks, urban parks, multimodal path systems, pedestrian alleys, riverbank remediation, and recreation access facilities requiring topographic survey for construction purposes.
- Public utility relocation or right-of-way improvement projects requiring topographic survey for construction purposes.
- Legal descriptions and depictions for real estate transactions.

BASIC REQUIREMENTS

Respondents desiring to be selected must clearly demonstrate that they have the education, training, licensing, and experience to deliver the services listed below.

- Determination of property lines including location of easements, topography, property improvements, and other property information based on field surveying.
- Obtaining Legal records, title reports and historical evidence.
- Preparing records of survey and legal descriptions meeting legal standards.
- Performing cadastral, construction layout, control, and other types of surveys.
- Establishing boundaries to establish/satisfy ownership.
- Analyzing and utilizing land survey data; providing research for legal documents.
- Providing associated services such as mapping, related data accumulation, and other similar services as needed by CCDC.

DESIRED EXPERIENCE

CCDC plays an integral part in public street and public space improvements in downtown Boise. Due to the complex and urban nature of these projects, CCDC desires that its prequalified land surveyors have the following types of experience. Respondents that demonstrate this type of experience will receive higher evaluation scores.

- Completed construction projects within CCDC's jurisdiction that utilized Respondent's topographic and construction surveying services.
- Experience conducting fieldwork in a downtown environment, including positive coordination with city and county compliance officers, as well as high safety standards.
- Expertise in new and innovative imagery/data collection technologies.

GENERAL CONDITIONS OF THIS RFQ

2.1 Intent of RFQ

It is the intent of CCDC to run a Qualification Based Selection process to obtain submissions from licensed architects, landscape architects, engineers, and land surveyors in order to create an on-call list of Selected Respondents. Each Respondent selected for the list will sign an On-Call Professional Services Agreement for the specific discipline and for a five-year service term. *A sample agreement is attached to this RFQ.* CCDC may then engage Selected Respondents through individual task orders throughout the service term. The On-Call Professional Services Agreements does not guarantee CCDC will request services from the Selected Respondents and does not preclude CCDC from issuing separate RFQs for any particular project.

2.2 Reserved Rights

CCDC reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Code Title 50, Chapter 20 (Idaho Urban Renewal Law) and Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions). CCDC reserves the right to waive any formalities or defects as to form, procedure, or content with respect to its Request for Qualifications and any irregularities in the submittals received, to request additional data and information from any and all Respondents, to reject any submissions based on real or apparent conflict of interest, to reject any submissions containing inaccurate or misleading information, to reject all submittals, and to accept the submittal(s) that are in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of submittals does not obligate CCDC to select a firm nor award a contract. CCDC may in its discretion cancel, postpone, or amend this RFQ at any time without liability.

2.3 Public Records

CCDC is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Chapter 1, Title 74, Idaho Code. The Public Records Act contains certain exemptions – one of which that is potentially applicable to part of your response is an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.

If any Respondent claims any part of a submittal is exempt from disclosure under the Idaho Public Records Act, the Respondent must: 1.) Indicate by marking the pertinent document “CONFIDENTIAL”; and 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire proposal as “Confidential” is not in accordance with Idaho Public Records Act and will not be honored.

CCDC, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. By claiming materials to be exempt from disclosure under the Idaho Public Records Act, Respondent expressly agrees to defend, indemnify, and hold CCDC harmless from any claim or suit arising from CCDC’s refusal to disclose such materials pursuant to the Respondent’s designation. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel prior to submission.

2.4 Insurance

Prior to executing a professional services agreement with CCDC, the Selected Respondents will be required to provide evidence of the coverages listed below and pay all costs associated with insurance coverage. Insurance policies or certificates of insurance will name CCDC as the named insured, and the Selected Respondents will maintain these minimum insurance coverages for the duration of the contract:

- a. Professional Liability insurance coverage with minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence and a minimum aggregate policy limit of One Million Dollars (\$1,000,000.00).
- b. Commercial General Liability insurance coverage with minimum coverage of Two Million Dollars (\$2,000,000.00) on an occurrence basis (not claims-made basis).
- c. Worker's Compensation Insurance in an amount required by statute and Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence, for all the company's employees to be engaged in work under the contract.

Selected Respondents using design professionals as subconsultants will be required to obtain evidence that subconsultants have obtained the same minimum insurance coverages as is required above.

SUBMISSION PROCESS

3.1 Anticipated RFQ Schedule

| Schedule of Events (subject to change) | All times are given in local Boise time |
|--|---|
| RFQ Issued | February 20, 2019 |
| Inquiry Deadline | March 6, 2019 |
| Final Addendum (if needed) Issued | March 13, 2019 |
| RFQ Due Date and Time | March 20, 2019 by 3:00 p.m. |
| CCDC Board Selection and Award | May 13, 2019 |
| Notification of Selected Firms | May 13, 2019 |

3.2 Statement of Qualification Information

A unique and separate Statement of Qualifications (SOQ) must be submitted for each discipline for which you wish to be considered. SOQs shall be received no later than the advertised due date at the office of Capital City Development Corporation, Attn: Kathy Wanner, Contracts Specialist, 121 N 9th Street, Suite 501, Boise, Idaho 83702. SOQs received after the deadline will not be considered. The SOQs shall be submitted in a sealed package clearly labeled with the following:

| |
|---|
| <p style="text-align: center;">REQUEST FOR QUALIFICATIONS</p> <p style="text-align: center;">On Call Design Professionals and Professional Surveyors</p> <p style="text-align: center;">Proposer Firm Name: <i>(fill in your firm name)</i></p> <p style="text-align: center;">Profession/Discipline: <i>(fill in the discipline name)</i></p> |
|---|

Late, unsigned, or incomplete submissions will not be accepted. Email or fax submissions will not be accepted.

PROPOSAL DEADLINE is 3:00 p.m. local time, March 20, 2019

Respondent assumes full responsibility for the timely delivery of its submittal package to CCDC. Respondent will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of CCDC and will not be returned.

3.3 Forms to be Submitted

Respondents must submit the following completed forms by the due date and time:

- RFQ Submittal Cover Sheet – Attached to this RFQ as Exhibit A
- RFQ Waiver and Release – Attached to this RFQ as Exhibit B
- ONE (1) signed original proposal
- FOUR (4) printed copies of the proposal
- a digital (PDF) version of the entire proposal on *either* one (1) flash drive or one (1) compact disk.

Failure to submit all requested information may render any submittal unresponsive.

3.4 Addenda

In the event it becomes necessary to revise any part of this RFQ, addenda will be issued. Information given to one Respondent will be available to all other Respondents if such information is necessary for purposes of submitting an SOQ or if failure to give such information would be prejudicial to uninformed Respondents. It is the Respondent's responsibility to check for addenda prior to submitting the SOQ. Failure to do so may result in the proposal being declared non-responsive. No addenda will be issued fewer than four (4) business days before the proposal deadline unless the deadline is extended. Proposer shall indicate within their cover letter the addenda number(s) which they have incorporated into their submittal.

3.5 Modification or Withdrawal of Submittal

A submittal may be modified or withdrawn by the Respondent prior to the submission deadline set forth in this RFQ. After the submission deadline, the submittal shall remain in effect for a minimum of 90 days for evaluation purposes.

REQUIRED CONTENT, EVALUATION, AND SELECTION

4.1 Required SOQ Submission Format

To be considered responsive to this RFQ and to facilitate evaluations, SOQ's shall be organized per the outline given below. The submittal should be clear and concise, with an emphasis placed on specific desired experience and qualifications of the people who will actually perform the services. SOQ's font size must be 11 point, or greater. CCDDC does not require nor desire elaborate brochures and other representations beyond that which is sufficient to present the information requested in this RFQ.

SOQ outline to follow:

- A. RFQ Submittal Cover Sheet (Exhibit A)**
- B. RFQ Waiver and Release (Exhibit B)**
- C. Signed Letter of Interest (Cover Letter)** One page, double sided, maximum limit.
- D. Detailed Proposal**

Evidence of Firm's Ability to Perform Services.

LIMIT OF 12 PAGES, DOUBLE SIDED. The 12-page maximum limit does not include the RFQ Submittal Cover Sheet, RFQ Waiver and Release Form, Letter of Interest (cover letter), tabs, or appendices. Detailed Proposal must be organized with the following information:

ORGANIZATION QUALIFICATIONS

Outline your organization's experience on the scope of work required for the appropriate discipline, including firm's (or specific department's) history, size, resources, philosophy of service, typical volume of work, and project management techniques and methods.

Include an itemized description of how your firm meets the Basic Requirements outlined in the Scope of Services section for the discipline which you are submitting.

PERSONNEL QUALIFICATIONS

Describe the personnel and project team you are proposing most likely to supply on-call services to CCDDC.

Include an organization chart of proposed staff. Include each staff member's professional licenses, certifications, office location, and years of employment at Respondent's firm.

Describe how your project team works with clients, sub consultants, AHJs, and contractors.

Describe how your team performs stakeholder engagement at each of these typical project stages: concept design, permitting, and construction.

PROJECT EXPERIENCE

Submit up to five (5) projects and include a detailed description explaining how the project exemplifies this RFQ's Basic Requirements and Desired Experience (refer to this RFQ's Scope of Services section for further information). At least two (2) projects should be from public agency clients other than CCDC. Include information that demonstrates schedule and budget compliance.

E. Appendix

1. Resumes: Provide resumes of key personnel that will work directly with or on CCDC projects. Resumes shall not exceed 2 pages per person.
2. References: Provide a minimum of three (3) references from projects included in the Detailed Proposal. References must be from different projects. For each reference provide:
 - Company / Agency, name of person (currently employed by entity), current title and title during project interface
 - Phone and valid e-mail contact information
 - Clearly identify which project(s) included in the "Detailed Proposal" that the Reference was involved with;
 - Identify Reference's role(s) and duties in the project(s).

4.2 Evaluation Criteria

The following criteria will be the basis on which SOQ's will be evaluated.

| | |
|---|----------------------------|
| RFQ Submittal Cover Sheet (Exhibit A) | <u><i>Pass/Fail</i></u> |
| RFQ Waiver and Release (Exhibit B) | <u><i>Pass/Fail</i></u> |
| Signed Letter of Interest / Introduction | <u><i>Pass/Fail</i></u> |
| Detailed Proposal | <u><i>Point System</i></u> |
| Organization's Qualifications | 50 points |
| Personnel Qualifications | 50 points |
| Project Experience | 50 points |

4.3 Evaluation of Respondent

In determining the best qualified proposals, CCDC will consider all acceptable proposals on a basis consistent with this RFQ. SOQ's will be evaluated based on the responses and qualifications submitted. CCDC will create an Evaluation Team to evaluate the SOQ's and provide recommendations to the CCDC Board of Commissioners. CCDC has not pre-determined the number of Respondents which the Evaluation Panel will recommend or the CCDC Board will select for the preapproved lists. Before a Respondent is selected, CCDC may conduct reference investigations. CCDC may or may not conduct interviews in order to evaluate the performance record, the ability of the Respondent to perform the work, and the quality of the service being offered. By submitting an SOQ, the Respondent authorizes CCDC to conduct reference investigations and interviews as needed where the Respondents will be evaluated based on the information described in this RFQ.

4.4 Qualification Based Selection

Selection will be based on the procurement rules set forth in Idaho Code § 67-2320. CCDC staff will recommend to the CCDC Board of Commissioners which Respondents should be selected for the preapproved list for each design profession included in this RFQ. Final selection is made by the CCDC Board of Commissioners.

It is the Respondent's responsibility to conform to all applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist Respondents in meeting applicable requirements but is not exhaustive, and CCDC will not be responsible for any failure by any Respondent to meet applicable requirements.

CCDC will not pay costs incurred by Respondents in responding to this RFQ. CCDC may in its discretion cancel this process at any time prior to execution of a contract without liability.

4.5 QUESTIONS

Direct questions to: Kathy Wanner, CCDC Contracts Specialist
(208) 384-4264 or kwanner@ccdcboise.com

EXHIBITS TO THIS RFQ:

- A: RFQ Submittal Cover Sheet
- B: RFQ Waiver and Release
- C: Sample On-Call Professional Services Agreement

END of RFQ

EXHIBIT A

SUBMITTAL COVER SHEET
(REQUIRED FOR SUBMISSION)

RFQ: ON CALL DESIGN PROFESSIONALS AND LAND SURVEYORS

TO: Capital City Development Corporation
Attn: Kathy Wanner, Contracts Specialist
121 N. 9th Street, Suite 501
Boise, Idaho 83702

This SOQ is for the following discipline: *(Check only one. You must prepare and submit a separate SOQ for each discipline.*

| | | |
|------------------------------|------------------------------|------------------------------|
| _____ Architecture | _____ Landscape Architecture | _____ Civil Engineering |
| _____ Structural Engineering | _____ Mechanical Engineering | _____ Electrical Engineering |
| _____ Traffic Engineering | _____ Land Survey | |

As of the submission date, Respondent should have at least one employee licensed in the State of Idaho and available to CCDC for each discipline for which Respondent is responding.

FROM:

Company Name: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ **Fax:** _____

E-mail Address: _____

Company officer responsible to CCDC for services contemplated by this RFQ:

SIGNATURE: **X** _____

Print Name and Title: _____

EXHIBIT B

REQUIRED WAIVER & RELEASE
(REQUIRED FOR SUBMISSION)

The undersigned has read this release and fully accepts the Capital City Development Corporation's ("CCDC") discretion and non-liability as stipulated herein, and expressly for, but not limited to, CCDC's decision to proceed with a qualifications based selection process in response to the Request for Qualifications (RFQ) for Licensed Design Professionals & Professional Surveyors to establish a list of preapproved firms to supply on call consultant services to CCDC.

A. Discretion of CCDC: The firm or individual submitting a response to the this RFQ ("Respondent") agrees that CCDC has the right, in its sole discretion and judgment for whatever reason it deems appropriate to, at any time unless contrary to applicable state law to:

- 1) Modify or suspend any and all aspects of the process seeking responses and making any decisions concerning the Licensed Professional Services RFQ.
- 2) Obtain further information from any person, entity, or group, including, but not limited to any Respondent, and to ascertain the depth of Respondent's capability and experience for supplying on call professional services by licensed architects, landscape architects, engineers and professional surveyors described in the Licensed Professional Services and in any and all other respects to meet with and consult with any Respondent or any other person, entity, or group;
- 3) Waive any formalities or defects as to form, procedure, or content with respect to CCDC's Licensed Professional Services and any response by any Respondent thereto;
- 4) Accept or reject any sealed Submission received in response to the RFQ, including any sealed Submission submitted by the undersigned; or select any one Submission over another in accordance with the selection criteria; and
- 5) Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of Submission.

B. Non-Liability of CCDC

- 1) The undersigned agrees that CCDC shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
- 2) The undersigned, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

SIGNATURE: **X** _____

Print Name and Title: _____

Name of Firm: _____

Date: _____

EXHIBIT C

SAMPLE ON CALL AGREEMENT
(8 *pages*)



[NAME OF FIRM]

2019-2024 ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made by and between Capital City Development Corporation, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Boise City, Idaho ("CCDC") and [NAME OF FIRM], [Form of Organization] ("CONSULTANT")(individually referred to as "Party" and collectively as the "Parties"), who agree as follows:

PURPOSE AND INTENT

CCDC has an ongoing need for nonexclusive on-call consultant services related to the [nature of services].

1. **SCOPE OF SERVICES.** CONSULTANT shall perform services for CCDC as described in Exhibit A, attached hereto by this reference ("Scope of Services" or "Scope"). Typical services expected under this Agreement include [describe services].

Requests for services shall be authorized through written task orders as described in Section 2. below. Issuance of a written and signed Task Order by CCDC shall serve as a notice to proceed unless otherwise stated in the Task Order. CONSULTANT shall begin performing services only after receipt of a written Task Order.

CCDC has retained CONSULTANT to provide services on a non-exclusive, on-call basis. CCDC reserves the right to seek services from other consultants through any procedure deemed to be in the best interests of CCDC and in compliance with any applicable law, rule, or regulation. CONSULTANT acknowledges that this agreement is non-exclusive and that CCDC is not warranting that it will issue any Task Orders to CONSULTANT during the term of the Agreement. Concurrently with this Agreement, CCDC may enter into on-call agreements with other consultants that provide similar or identical services. The Parties acknowledge and understand that nothing in this Agreement precludes CONSULTANT from responding to any Requests for Qualifications or Proposals for any additional services or work products contemplated by CCDC.

2. **TASK ORDERS.** Services to be performed under this Agreement shall commence upon CCDC issuing a signed Task Order to CONSULTANT for services and/or work product. The Task Order shall include a complete description of the particular services or work products to be provided by CONSULTANT and set a not-to-exceed limit for CONSULTANT charges. The Task Order shall specify the schedule for completion and deliverables and shall specify whether payment to CONSULTANT shall be based on time and expenses, a fixed sum, or an alternative method. Issuance of a Task Order signed by CCDC shall serve as a notice to proceed unless otherwise stated in the Task Order.

If an alternative method of payment is specified, the Task Order shall also state the method of payment to be used for services or work products completed to date if the contract is terminated by CCDC in accordance with Section 19.

3. AMOUNT AND METHOD OF PAYMENT.

- (a) Method of Payment. CCDC agrees to pay CONSULTANT for services rendered under this Agreement based on the method of payment specified in the Task Order. If a Task Order uses hourly rates as the method of payment, hourly rates shall not exceed [hourly rate] or [the rate schedule below:] or [the rate schedule as shown in Exhibit XX]. CONSULTANT may request an adjustment in hourly rates during the term of this contract. Any adjustment in hourly rates shall be approved by CCDC in writing.
- (b) Reimbursable Expenses. Reimbursable expenses may include general out-of-pocket expenses such as long-distance telephone charges, copying expenses, overnight or standard mailing expenses, travel-related expenses and the like, and shall be billed to CCDC at the actual cost to CONSULTANT with no mark-up. The Task Order shall specify if reimbursable expenses are included in or in addition to any not-to-exceed limit set for CONSULTANT charges.
- (c) NOTICE REQUIRED PRIOR TO OVERAGES. CONSULTANT must notify CCDC if CONSULTANT anticipates that costs for the Scope of Services will exceed the not-to-exceed limit set for an individual Task Order issued under this Agreement. CCDC will determine in its sole judgment if an amendment to the not-to-exceed limit is appropriate. Any amendment shall be approved by CCDC in writing prior to the CONSULTANT incurring costs in excess of the not-to-exceed limit.
- (d) Invoices. For each Task Order using time and reimbursable expenses as a basis of payment, CONSULTANT shall provide time and expense records to CCDC with monthly invoices submitted to CCDC for payment. Monthly invoices shall be submitted to CCDC, 121 N 9th Street, Suite 501, Boise, Idaho 83702 or via email to accounting@ccdcb Boise.com. Regardless of the Method of Payment, each invoice shall be in a format acceptable to CCDC, shall specify charges as they relate to the tasks in the Task Order, and shall clearly include the purchase order number (PO#) assigned to each Task Order. Each invoice also shall specify current billing, previous payments made to date, and total of costs incurred.
- (e) Payment of Invoices. All invoices shall be paid by CCDC within thirty (30) days of receipt of proper invoice, subject to Sections 3(f) and 19.
- (f) Correcting Deficiencies. If a service or work product subject to a specific invoice does not meet the requirements of this Agreement as CCDC may reasonably determine, CCDC shall notify CONSULTANT in writing and identify specific deficiencies in the service or work product that do not meet the requirements. CONSULTANT shall have seven (7) working days to correct or modify the service or work product to comply with the requirements of the Agreement as set forth in the CCDC's written notice. If CCDC again reasonably determines that a

service or work product fails to meet the requirements, CCDC may withhold payment until deficiencies have been corrected to CCDC's reasonable satisfaction or may terminate this Agreement as set forth in Section 19.

4. **RIGHT OF CONTROL.** CCDC agrees that it will have no right to control or direct the details, manner, or means by which CONSULTANT accomplishes the results of the services performed hereunder. CONSULTANT has no obligation to work any particular hours or days or any particular number of hours or days. CONSULTANT agrees, however, that its other contracts and services shall not interfere with the performance of its services under this Agreement. CCDC agrees to coordinate project schedules between CONSULTANT and other consultants that are part of a project team as necessary.

5. **INDEPENDENT CONSULTANT RELATIONSHIP.** CONSULTANT is an independent CONSULTANT and is not an employee, servant, agent, partner, or joint venturer of CCDC. CCDC shall determine the services and work products to be done by CONSULTANT, but CONSULTANT shall determine the legal means by which it accomplishes the services and work products specified by CCDC. This Agreement shall not be construed to create any employer-employee relationship between CCDC and CONSULTANT.

6. **DISCRIMINATION PROHIBITED.** In performing the services required herein, CONSULTANT shall not discriminate against any person on the basis of race, color, religion, ancestry, age, sex, sexual orientation, gender identity/expression, national origin, or disability. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination or suspension of the Agreement by CCDC, in whole or in part, and may result in ineligibility to perform additional services for CCDC.

7. **LICENSES AND LAW.** CONSULTANT represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required to perform the services under this Agreement. CONSULTANT further agrees to comply with all applicable laws, ordinances, and codes of Federal, State, and local governments in the performance of the services hereunder.

8. **ACCESS TO RECORDS AND AUDITS.** CONSULTANT shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by CCDC representatives for three (3) years after final payment. Copies shall be made available upon request.

9. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** No federal, state, or local income taxes, nor payroll taxes of any kind, shall be withheld and paid by CCDC on behalf of CONSULTANT or the employees of CONSULTANT. CONSULTANT shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

10. **FRINGE BENEFITS.** Because CONSULTANT is engaged in its own independently established business, CONSULTANT is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of CCDC.

11. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES.** CONSULTANT shall supply, at CONSULTANT's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

12. **PROPRIETARY RIGHTS.** With the exception of computer models created by CONSULTANT, all other data, materials, reports, maps, graphics, tables, memoranda, and other documents or products developed under this Agreement, whether finished or not finished, shall become the property of CCDC, shall be forwarded to CCDC at its request, and may be used by CCDC as it sees fit. CCDC agrees that if it uses products prepared by CONSULTANT for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold CONSULTANT harmless therefore.

13. **CONFIDENTIALITY.**

- (a) CONSULTANT agrees to maintain confidentiality of all work products produced under this Agreement including both interim and draft materials, reports, maps, graphics, tables, memoranda, and other documents unless and until CCDC signifies its written approval that a work product may be published as final work product. CCDC reserves the right to distribute a final work product as it sees fit, provided that CONSULTANT may use copies of any final work product in the marketing of its firm. CONSULTANT may use interim and draft work products in the marketing of its firm only upon written authorization from CCDC.
- (b) CONSULTANT agrees that any property owner names and addresses received from CCDC shall only be used on behalf of CCDC and shall not be used to create, distribute or sell mailing lists as provided in Idaho State Code § 74-120. CONSULTANT further agrees to maintain confidentiality of property owner names and addresses received for any purpose and shall not use property owner names and addresses in any work product produced for CCDC except as authorized by CCDC.

14. **SUBCONSULTANTS.** CONSULTANT may propose to CCDC the use of subconsultants ("SUBCONSULTANTS") for performance of a particular aspect of the services. CCDC shall have the right to approve the use of SUBCONSULTANTS and the amount and method of SUBCONSULTANTS' compensation prior to commencement of any services by SUBCONSULTANTS, and such approval shall be in writing. CCDC shall also determine whether the selection of SUBCONSULTANTS should be made through any required selection process or through a selection process CCDC deems in its best interest. CCDC shall have the right to approve any change in the use of SUBCONSULTANTS. Such changes in SUBCONSULTANTS shall be approved by CCDC in writing and shall not affect the amount of payment stated in the Agreement unless specifically authorized by CCDC in writing. CCDC shall have no liability to SUBCONSULTANTS; CONSULTANT shall be responsible for services performed or work product produced by the SUBCONSULTANTS and for payment to SUBCONSULTANTS.

15. **COORDINATION WITH OTHER CONSULTANTS.** CONSULTANT recognizes that CCDC has or may enter into agreements with other consultants. Upon request, CONSULTANT agrees to coordinate with and work in conjunction with other Consultants when the need arises.

16. **STANDARD OF CARE.** CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by marketing and communications firms practicing in the same or similar locality under the same or similar circumstances. CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of any services or work products performed under this Agreement.

CONSULTANT shall be entitled to rely on the accuracy and completeness of any information furnished by CCDC, except in such circumstances that CONSULTANT should, in the exercise of reasonable care, consistent with the professional skill and care ordinarily provided by consultants practicing under the same or similar circumstances, know the information to be incorrect, unreliable, or incomplete. CONSULTANT shall provide prompt notice to CCDC if CONSULTANT becomes aware of any errors, omissions, or inconsistencies in such information.

17. **INDEMNIFICATION.** To the fullest extent permitted by law, CONSULTANT agrees to indemnify, defend, and hold harmless CCDC and its officers, directors, members, agents, and employees from and against all claims, damages, losses, and expenses, including without limitation attorney fees, arising out of or resulting from performance of the work, but only to the extent caused by negligent or intentional acts or omissions of CONSULTANT, its SUBCONSULTANTS, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. In case any action or proceeding is brought against CCDC or its officers, directors, members, agents, or employees by reason of or arising out of CONSULTANT's negligence or intentionally wrongful acts during the performance of this Agreement, CONSULTANT shall, upon written notice from CCDC and at CONSULTANT's expense, resist or defend such action or proceeding.

18. **INSURANCE.** Prior to commencing any services under this Agreement, CONSULTANT shall obtain at its sole cost and expense and thereafter maintain, for the duration of this Agreement, at least the minimum insurance coverages set forth below:

- (a) Worker's compensation insurance as required by applicable law or regulation;
- (b) Employer's liability insurance as required by applicable law or regulation;
- (c) Commercial general liability insurance covering all operations by or on behalf of CONSULTANT with minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate for both personal injury and property damage. The commercial general liability insurance policy shall name CCDC as an Additional Insured and protect its officers, agents, and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONSULTANT's negligence during the performance of this Agreement;
- (d) Professional liability insurance with minimum limits of liability of \$1,000,000 per occurrence and \$1,000,000 aggregate;

All insurance required in this Agreement shall be occurrence-based coverage and shall be obtained from companies which are authorized to do business in Idaho. CONSULTANT shall provide to CCDC proof of insurance coverage as set forth above before commencing any

services under this Agreement. CONSULTANT shall require its insurer to notify CCDC at least ten (10) days prior to cancellation of CONSULTANT's insurance policy or policies.

19. **TERMINATION OF AGREEMENT.**

- (a) **FOR CAUSE.** If, through any cause, the CONSULTANT shall fail to fulfill its obligations in compliance with the schedule reflected in a Task Order under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, CCDC shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, CONSULTANT shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date.
- (b) **FOR CONVENIENCE OF CCDC.** CCDC may terminate this Agreement at any time, for any reason, by giving at least a fifteen (15) day notice in writing to the CONSULTANT. If this Agreement is terminated by CCDC as provided herein, CONSULTANT shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date.
- (c) **PROVISION OF WORK PRODUCTS AT TERMINATION.** CONSULTANT shall provide CCDC all work products generated prior to date of termination, whether for cause or for convenience, within ten (10) days of termination. All work products generated, whether complete or not, are the property of CCDC, as set forth in Section 12 of this Agreement.

20. **DISPUTES.** In the event that a dispute arises between CCDC and the CONSULTANT regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho, unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

21. **ATTORNEY FEES.** In the event of any controversy, claim, or action being filed or instituted between the Parties hereto to enforce the terms and conditions of this Agreement or arising from the breach of any provision thereof, the prevailing Party will be entitled to receive from the other Party all costs, damages, and expenses including reasonable attorneys' fees through all levels of action. The prevailing Party will be that Party who is awarded judgment as a result of trial or arbitration, or who receives a payment of money or other concession or agreements from the other Party in settlement of claims asserted by or against that Party. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Agreement.

22. **NONWAIVER.** Failure of either Party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

23. **NOTICES.** Any and all notices required to be given in writing by either of the Parties hereto shall be deemed communicated when delivered in person, by courier, or three (3) days after being mailed in the United States mail, certified, return receipt requested, addressed as follows:

To CCDC:
John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
208-384-4264
Email

To CONSULTANT:
Consultant's Project Manager
Consultant Name
Address
City / State / Zip
Telephone #
Email

Telephone numbers and E-mail addresses are for convenience and not to be used for notices required to be in writing. Either Party may, by written notice, change its address, telephone number, or E-mail address listed above.

24. **GENERAL ADMINISTRATION AND MANAGEMENT.** The Executive Director of CCDC or his/her designee shall be CCDC's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required of CCDC under this Agreement.

25. **TERM OF AGREEMENT.** This Agreement shall begin on the date when both parties have signed the Agreement (last date signed) and shall expire on September 30, 2024. CONSULTANT shall begin performing services only after receipt of a written Task Order.

26. **ENTIRE AGREEMENT.** This Agreement, along with any and all Exhibits, attached hereto and incorporated herein by reference, contains the entire Agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement covers services or work products CONSULTANT has not completed, but does not cover services or work products that have been completed and for which CCDC has paid CONSULTANT'S fee.

27. **AMENDMENTS.** This Agreement may be amended only in writing, upon mutual agreement of both CCDC and CONSULTANT.

28. **ASSIGNMENT.** It is expressly agreed and understood by the Parties hereto, that CONSULTANT shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CCDC.

29. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Such counterparts shall be deemed to be original instruments. Counterparts together shall constitute one (1) agreement.

30. **GOVERNING LAW.** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

31. **SEVERABILITY.** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement shall nevertheless remain in full force and effect.

32. **SUCCESSORS IN INTEREST.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereby, and their respective successors and assigns.

33. **THIRD PARTY BENEFICIARIES.** CCDC and CONSULTANT are the only Parties to this Agreement. The Parties do not intend that any non-party or third party will have any rights whatsoever under this Agreement.

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Agreement with an effective date as of the last date written below.

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT
Name of Consultant

John Brunelle, Executive Director

Name & Title of Contract Signer

Date: _____

Date: _____

EXHIBITS

- A. Scope of Services [Scope of Services will vary according to selected discipline]

Attachment C

Recommended Roster of On-Call Design Professionals and Professional Land Surveyors and Firms that also submitted SOQs

| RECOMMENDED | |
|---|---|
| Architecture <ul style="list-style-type: none"> - Cole Architects - CSHQA* - CTA Architects Engineers - Hummel Architects* - Slichter Ugrin Architects | Landscape Architecture <ul style="list-style-type: none"> - CSHQA* - GGLO - Jensen Belts Associates* - Stack Rock Group - The Land Group* |
| Civil Engineering <ul style="list-style-type: none"> - Civil Survey Consultants - KM Engineering - Quadrant Consulting* - The Land Group* - T-O Engineers | Professional Land Surveying <ul style="list-style-type: none"> - Accurate Survey & Mapping - Civil Survey Consultants - KM Engineering - Quadrant Consulting* - The Land Group* |
| Traffic Engineering <ul style="list-style-type: none"> - Fehr & Peers - HDR Engineering - Kittelson & Associates* | |

| Also submitted SOQs | |
|--|---|
| Architecture <ul style="list-style-type: none"> - Babcock Design Group - GGLO - Erstad Architects - Insight Architects - Lombard-Conrad Architects - Pivot North Architecture | Landscape Architecture <ul style="list-style-type: none"> - CTA Architects Engineers - FFKR Architects - KM Engineering |
| Civil Engineering <ul style="list-style-type: none"> - HDR Engineering - Horrocks Engineers - KM Engineering | Professional Land Surveying <ul style="list-style-type: none"> - David Evans & Associates |
| Structural Engineering <ul style="list-style-type: none"> - KPFF Consulting Engineers* - Lochsa Engineering of Idaho | Mechanical Engineering <ul style="list-style-type: none"> - CSHQA* |
| | Electrical Engineering <ul style="list-style-type: none"> - CSHQA* - Musgrove Engineering* |
| | Traffic Engineering <ul style="list-style-type: none"> - Civil Survey Consultants |

| On Call 2014 – 2019 – Did not submit | |
|---|---|
| <ul style="list-style-type: none"> - Axiom* - Glancey-Rockwell & Associates* - Modus Architecture Collaborative* | <ul style="list-style-type: none"> - CTY Studio * - McKibben + Cooper Architects* |

*On-Call 2014 - 2019



AGENDA BILL

| | | |
|---|---|------------------------------|
| Agenda Subject: Resolution 1601 – Second Amendment to Resolution 1478, Series 2017A River-Myrtle / Old Boise Redevelopment Bonds. | | Date: May 13, 2019 |
| Staff Contact: Ross Borden, Finance Director | Attachments: <div>1. Resolution 1601 – 2nd Amendment</div> <div>2. Resolution 1529 – 1st Amendment</div> <div>3. Resolution 1478 – Series 2017A Bonds</div> | |
| Action Requested: Adopt Resolution 1601 to amend Resolution 1478, the Series 2017A Redevelopment Bond Resolution, a second time to redirect \$2.6 million to eligible River-Myrtle / Old Boise District public infrastructure project expenses. | | |

Background

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

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

The bonds were issued on June 8, 2017.

The Agency's original agreement with the developer of The Fowler, LocalConstruct, included an option for the developer to purchase the Agency's 5th & Broad parking condo after two years. Strong market conditions at the time the project was completed prompted the developer to seek termination of the Purchase and Sale Agreement for the 5th & Broad parking condo. The Board of Commissioners complied on March 12, 2018, passing Resolution 1536 terminating the PSA.

On May 14, 2018, the Board adopted Resolution 1529 amending Resolution 1478 and redirecting the \$2.6 million to eligible expenses associated with the development and construction of the new main Library! being designed to replace the existing main Library! at 715 S Capitol Boulevard. The amended bond resolution required that, before the city could be reimbursed for documented expenses up to \$2.6 million, an agreement between CCDC and the city and an agreement between the city and either a general contractor, design-builder or construction manager / general contractor to build the new main Library! must be in-place.

These Series 2017A bond proceeds should be spent within three years – by June 2020. Uncertainties with the new main Library!’s development timeline have resulted in the decision to amend the bond resolution a second time to redirect the \$2.6 million (plus any investment income) to more immediate public infrastructure projects in the RMOB District (but outside the Broad Street / LIV District boundaries) including streetscapes on 6th Street between Main and Front streets, 8th Street between Bannock and State streets, Bannock Street between 8th and 9th streets, and around the Simplot Headquarters and JUMP block, as well as Block 7 alley improvements between Capitol Boulevard and 6th Street, conduit banks in Capitol Boulevard and Bannock Street, and enhanced crosswalks on Front and Myrtle streets.

Fiscal Notes

This Second Amendment to the Bond Resolution will have no impact on Series 2017A bonds debt service schedule or 2.32% interest rate. The bonds will still be retired on September 1, 2024, one year in advance of the RMOB URD sunset date. Principal payments will be made each September 1 and interest paid semi-annually. The bonds continue to be secured by a first lien parity pledge of Available Agency Revenues consisting of RMOB Tax Increment Revenue and Net Parking Revenue. Zions Bank has formally consented to the Amending Resolution.

Second Amending Resolution 1601, like the original Bond Resolution 1478 and First Amending Resolution 1529, was drafted by Agency Bond Counsel Kurt Kaufmann, Sherman & Howard, in consultation with Agency Counsel Ryan Armbruster, Elam & Burke, and the Agency Finance Director.

Staff Recommendation: Adopt Resolution 1601 amending Resolution 1478, the Series 2017A Redevelopment Bond Resolution, a second time to redirect \$2.6 million of bond funds to eligible River-Myrtle / Old Boise District project expenses.

Suggested Motion:

I move adoption of Resolution 1601, the Second Amendment to Resolution 1478, the Series 2017A Redevelopment Bond resolution, to redirect \$2.6 million of the original \$13.0 million bond proceeds to eligible River-Myrtle / Old Boise District public infrastructure project expenses.

URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO

RESOLUTION NO. 1601

AMENDING RESOLUTION NO. 1478, AS
AMENDED BY RESOLUTION NO. 1529

RESOLUTION NO. 1601

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO; AMENDING RESOLUTION NO. 1478 OF THE AGENCY, AS HERETOFORE AMENDED BY RESOLUTION NO. 1529, WHICH AUTHORIZED THE ISSUANCE, SALE AND DELIVERY OF A REDEVELOPMENT BOND, SERIES 2017A IN THE PRINCIPAL AMOUNT OF \$13,000,000 AND A REFUNDING REDEVELOPMENT BOND, SERIES 2017B IN THE PRINCIPAL AMOUNT OF \$5,145,000; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

WHEREAS, the Agency has, pursuant to Resolution No. 1478 adopted by the Board of Commissioners of the Agency (the “Board”) on May 8, 2017 issued its “Urban Renewal Agency of Boise City, Idaho Redevelopment Bond, Series 2017A” in the principal amount of

\$13,000,000 (the “Series 2017A Bond”) to finance, among other projects, the purchase of a condominium unit to be known as the “5th & Broad Public Parking Garage” containing 89 public parking spaces and a share of certain common areas of a mixed use condominium building known as the “The Fowler Condominium No. 1” and which is located in the River-Myrtle/Old Boise Urban Renewal Area (as defined in the River-Myrtle/Old Boise Urban Renewal Project Plan); and

WHEREAS, the Series 2017A Bond was purchased by ZB, N.A. (now known as Zions Bancorporation, N.A.) (the “Bondholder”); and

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

WHEREAS, the Agency, pursuant to Resolution No. 1529 adopted by the Board on May 14, 2018, heretofore amended Resolution No. 1478 (Resolution No. 1478, as amended by Resolution No. 1529, hereafter referred to as “Resolution No. 1478, as amended”) to permit \$2,600,000 of the proceeds of the Series 2017A Bond, plus any investment income thereon, that was allocated to purchase the 5th & Broad Public Parking Garage condominium to assist in the financing of a library building (the “Library Project”) to be owned by the City or the Agency and operated by the City; and

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

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

WHEREAS, the Agency complied with the applicable covenants as set forth in Resolution No. 1478, as amended, in the approval process for the First Amendment to the River Myrtle-Old Boise Plan; and

WHEREAS, the Agency has determined not to assist in the financing of the Library Project and has decided to use such \$2,600,000 of the proceeds of the Series 2017A Bond, plus any investment income thereon, to finance various streetscape and infrastructure projects to be located in the River-Myrtle/Old Boise Urban Renewal Area; and

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

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

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

“Completion Date” means the latest of the (i) date of completion of the acquisition, construction and installation of the Streetscape Project, (ii) date of completion of the acquisition of the 11th & Front Public Parking Project, and (iii) the date on which the Agency has expended \$2,600,000 of the proceeds of the Series 2017A Bond, plus any investment income thereon, on the 2019 Streetscape Project.

“Improvement Project” means, collectively, the Streetscape Project, the 2019 Streetscape Project and the 11th & Front Public Parking Project.

Section 2. Section 101 of Resolution No. 1478, as amended, is hereby amended by deleting the definition of “Library Project”.

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

“2019 Streetscape Project” means the street and infrastructure projects located in the public right-of-way including but not limited to construction of streetscapes, alley improvements, enhanced crosswalks and conduit banks, which will be located in the River-Myrtle/Old Boise Urban Renewal Area outside the boundaries of the Streetscape Project.

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

The Agency agrees to cause the 11th & Front Public Parking Project, the Streetscape Project and the 2019 Streetscape Project to be acquired, constructed and installed in accordance with the plans and specifications therefor with all reasonable dispatch, subject only to delays beyond the reasonable control of the Agency. The Agency acknowledges that the moneys in the Construction Fund available to pay the Cost of Construction of the 11th and Front Public Parking Project, the Streetscape Project and the 2019 Streetscape Project may not be sufficient to pay the Cost of Construction of such Projects in full, and agrees to complete the acquisition, construction and installation of such Projects and to pay that portion of the Cost of Construction in excess of the moneys available therefor in the Construction Fund from any moneys legally available for such purpose.

The Completion Date shall be evidenced by a certificate of the Agency stating that all moneys in the Construction Fund allocable to the 2019 Streetscape Project (\$2,600,000 plus all investment earned thereon) have been spent on the 2019 Streetscape Project and that the 11th & Front Public Parking Project and the Streetscape Project have been completed and, except for amounts to be retained by the Agency for any Cost of Construction of the 11th & Front Public Parking Project and the Streetscape Project not then due and payable, all such Costs of Construction have been paid. Notwithstanding the foregoing, such certificate shall be and shall state that it is given without prejudice to any rights of the Agency against third parties which exist at the date of such certificate or which

may subsequently come into being. As soon as practicable and in any event not more than 60 days from the date of the certificate referred to in the preceding sentence, any balance remaining in the Construction Fund (other than the amount retained by the Agency pursuant to such certificate) shall be transferred by the Agency from the Construction Fund to (i) the Rebate Fund if necessary to enable the Agency to comply with Section 504 hereof or (ii) the Bond Fund to the extent of any remaining balance of such moneys to be applied against the next principal payment or payments coming due on the Series 2017 Bonds.

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

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

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

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

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

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on May 13, 2019. Signed by the Chair and attested by the Secretary on May 13, 2019.

APPROVED

By _____

Dana Zuckerman, Chair

Attest:

David H. Bieter, Secretary

CONSENT

I, the undersigned, hereby certify that I am an authorized representative of Zions Bancorporation, N.A. (formerly known as ZB, N.A.) (the "Bondholder"), and that the Bondholder hereby consents to the amendment of Resolution No. 1478, as heretofore amended, of the Urban Renewal Agency of Boise City, Idaho (the "Agency") by Resolution No. 1601 of the Agency in the form attached hereto as Exhibit A.

WITNESS my hand this 8 day of May 2019.

ZIONS BANCORPORATION, N.A.

By 
Title Vice President

URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO

RESOLUTION NO. 1529

AMENDING RESOLUTION NO. 1478

RESOLUTION NO. 1529

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Improvement Project” means, collectively, the Streetscape Project, the Library Project and the 11th & Front Public Parking Project.

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

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

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

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

The Agency agrees to cause the 11th & Front Public Parking Project and the Streetscape Project to be acquired, constructed and installed in accordance with the plans and specifications therefor with all reasonable dispatch, subject only to delays beyond the reasonable control of the Agency. The Agency acknowledges that the moneys in the Construction Fund available to pay the Cost of Construction of the 11th and Front Public Parking Project and the Streetscape Project may not be sufficient to pay the Cost of Construction of such Projects in full, and agrees to complete the acquisition, construction and installation of such Projects and to pay that portion of the Cost of Construction in excess of the moneys available therefor in the Construction Fund from any moneys legally available for such purpose. The Agency agrees to disburse to the City the moneys in the Construction Fund allocable to the Library Project, which amount is \$2,600,000, plus any investment income thereon, to reimburse the City for amounts paid by the City on the Library Project, upon satisfaction of the following conditions:

- (a) The Agency and the City shall have executed and delivered a binding agreement addressing the development and construction of the Library Project; and
- (b) The City shall have delivered to the Agency a fully executed and binding construction contract between the City and:
 - (1) a general contractor selected under the provisions of Idaho Code Section 67-2805 (2)(a) or 67-2805 (2)(b), which contract sets forth a definitive contract amount for the Library Project, or
 - (2) a design builder selected under the provisions of Idaho Code Section 67-2309 which contract establishes a guaranteed maximum price or not to exceed price for delivery for the Library Project, or
 - (3) a construction manager/general contractor (CM/GC) awarded under the provisions of Idaho Code Section 54-4511, which contract establishes a guaranteed maximum price for the Library Project, based upon bidding for all phases of the Library Project.

Disbursements shall be made by the Agency to the City from time to time upon written evidence of work performed and costs therefore paid by the City under the applicable agreement set forth above. The Agency acknowledges that the moneys in Construction Fund available to pay the Cost of Construction of the Library Project will not be sufficient to pay the Cost of Construction of the Library Project in full.

The Completion Date shall be evidenced by a certificate of the Agency stating that all moneys in the Construction Fund allocable to the Library Project (\$2,600,000 plus all investment earned thereon) have been spent on the Library Project and that the 11th & Front Public Parking Project and the Streetscape Project have been

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

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

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

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


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

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

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

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

APPROVED

By  _____
Chair

Attest:  _____
Secretary

URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO

RESOLUTION NO. 1478

PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF

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

AND

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

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RESOLUTION NO. 1478

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

“Bonds” means the Series 2017 Bonds and any Additional Bonds.

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

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

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

“City” means the City of Boise City, Ada County, Idaho.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“River-Myrtle/Old Boise Urban Renewal Project Plan” means the First Amended and Restated Urban Renewal Plan River Street-Myrtle Street Urban Renewal Project (annexation of the Old Boise Eastside Study Area and Several Minor Parcels) and Renamed River-Myrtle/Old Boise Urban Renewal Project approved by Ordinance No. 6362 of the City, adopted on November 30, 2004.

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

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

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

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

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

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

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

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

“State” means the State of Idaho.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

THE SERIES 2017 BONDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Into the Construction Fund, the amount of \$12,903,735.87; and
- (2) Into the Costs of Issuance Fund, the balance of the proceeds derived from such sale.

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

- (3) Into the Series 2010B Bond Fund, the amount of \$5,104,504.73; and
- (4) Into the Costs of Issuance Fund, the balance of the proceeds derived from such sale.

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

ARTICLE III

REDEMPTION OF SERIES 2017 BONDS

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

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

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

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

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

ARTICLE IV

REVENUES AND FUNDS

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

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

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

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

Section 402. Revenue Funds.

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

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

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

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

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

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

SIXTH: for any other lawful purpose of the Agency.

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

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

FIRST: to pay the Costs of Operation and Maintenance;

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

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

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

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

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

SEVENTH: for any other lawful purpose of the Agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

GENERAL COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) An amount equal to the Costs of Operation and Maintenance for such Fiscal Year; and
- (b) An amount, together with other Total Agency Revenues, equal to not less than 120% of Total Scheduled Debt Service for such Fiscal Year.

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

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

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

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

(b) The Agency shall furnish to the Bondholder:

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

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

(c) The Agency shall furnish to the Bondholder:

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI

EVENTS OF DEFAULT; REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

DEFEASANCE

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

ARTICLE VIII

SUPPLEMENTAL RESOLUTIONS

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

- (a) to cure any ambiguity or formal defect or omission in this Resolution;
- (b) to grant to or confer upon the Bondholder any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholder;
- (c) to assign and pledge under or subject to this Resolution additional revenues, properties or collateral;

- (d) to permit continued compliance with the Tax Compliance Certificate;
- (e) to provide for the refunding of the Series 2017 Bonds, including the right to establish and administer an escrow fund and to take related action in connection therewith; and
- (f) to make any other change that, in the reasonable judgment of the Agency, does not materially adversely affect the rights of the Bondholder.

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

ARTICLE IX

MISCELLANEOUS

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

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

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

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

To the Agency:

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

To the Bondholder:

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

APPROVED

By 
Chair

Attest:


Secretary

EXHIBIT A

OUTSTANDING PARITY OBLIGATIONS

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

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

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

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

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

EXHIBIT B

PUBLIC PARKING FACILITIES

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

EXHIBIT C

MATURITY SCHEDULES OF SERIES 2017 BONDS

I. Series 2017A Bond

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

II. Series 2017B Bond

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

EXHIBIT D

(Form of Series 2017A Bond)

UNITED STATES OF AMERICA

STATE OF IDAHO

URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO

REDEVELOPMENT BOND, SERIES 2017A

\$13,000,000

| MATURITY DATE | PRINCIPAL AMOUNT | DATED DATE |
|-------------------|------------------|-------------|
| September 1, 2024 | \$13,000,000 | _____, 2017 |

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

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

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

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

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

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

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

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

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

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

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

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

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

URBAN RENEWAL AGENCY OF BOISE
CITY, IDAHO

By _____
Chair

By _____
Treasurer

Attest:

Secretary

(End of Form of Series 2017A Bond)

EXHIBIT E

(Form of Series 2017B Bond)

UNITED STATES OF AMERICA

STATE OF IDAHO

URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO

REFUNDING REDEVELOPMENT BOND, SERIES 2017B

\$5,145,000

| MATURITY DATE | PRINCIPAL AMOUNT | DATED DATE |
|-------------------|------------------|-------------|
| September 1, 2024 | \$5,145,000 | _____, 2017 |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

URBAN RENEWAL AGENCY OF BOISE
CITY, IDAHO

By _____
Chair

By _____
Treasurer

Attest:

Secretary

(End of Form of Series 2017B Bond)

EXHIBIT F
INVESTOR LETTER

_____, 2017

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

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

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

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

- (a) that is an affiliate of the Purchaser;
- (b) that is a trust or other custodial arrangement established by the Purchaser or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers or accredited investors;
- (c) that is a secured party, custodian or other entity in connection with a pledge by the Purchaser to secure public deposits or other obligations of the Purchaser or one of its affiliates to state or local governmental entities; or
- (d) with whom such transfer would be in compliance with all federal and state securities laws.

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

Very truly yours,

ZB, N.A.

By: _____
Title: _____

EXHIBIT G

NOTICE OF RESOLUTION NO. 1478

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

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

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

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

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

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

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

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

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

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

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

URBAN RENEWAL AGENCY OF BOISE
CITY, IDAHO

By _____
Chair

ATTEST:

Secretary



V. INFORMATION ITEMS



INFORMATION/DISCUSSION ITEM

| | | |
|--|-----------------------------|------------------------------|
| Agenda Subject: Gateway East CCDC Participation Program | | Date: May 13, 2019 |
| Staff Contact: Matt Edmond | Attachments: None | |

Background:

The CCDC Board and Boise City Council approved the Urban Renewal Plan for the Gateway East Economic Development District Project Area in late 2018. Gateway East is the first urban renewal district in the City of Boise outside of Boise's Downtown Planning Area. While Participation Program assistance for projects within Gateway East will function generally the same as it does in CCDC's downtown districts, there are some notable differences for development and assistance within Gateway East best addressed through a modified standalone participation program for the district. The assistance types 1-5 of the current program will function the same for Gateway East District. The key differences would be for Type 2 assistance.

Eligible Expenses

A number of eligible expenses within the downtown districts are intended to promote downtown's historic character, compact development, place-making, and a pedestrian-oriented environment. However, these elements are generally not appropriate to a predominantly single-use industrial zone

- Street furnishings such as benches, bike racks, and trash receptacles
- Awnings located in public right-of-way
- Historic building façade restoration expenses
- Suspended paving systems
- Geothermal utilities

While the above elements are not appropriate eligible expenses for participation assistance within the Gateway East District, there are some additional elements which may be appropriate within the District:

- Land dedicated as public right-of-way, where required for public road or infrastructure improvements
- Easements or land dedication for open space and/or buffer zones as described in the Gateway East Plan and/or approved by City of Boise
- Public multiuse pathways as described in the Gateway East Plan and/or approved by City of Boise

Public Improvements Costs versus Increment Values

Another significant difference between downtown districts and Gateway East will be the total cost of public improvements for a given project in comparison to the tax increment generated by that project. Downtown development generally yields a much higher increment value in comparison with required public improvements than can be expected in Gateway East. As a result, while typical downtown projects may achieve reimbursement for most of their eligible expenses within a 4-year timeframe, our development project modeling suggests it will likely to take longer to similarly reimburse eligible expenses for the type of industrial projects and associated eligible expenses within Gateway East.

Projects that have received Type 2 General Assistance in the downtown core in recent years—including the Fowler, the Gibson, Hyatt Place, Inn at 500 and Marriott Courtyard—have yielded a project increment assessed value between \$18 million and \$33 million per acre. During construction, these projects have identified eligible expenses for reimbursement under Type 2 General Assistance of between \$0.5 million and \$1.3 million per buildable acre (a typical downtown half-block development is 0.82-0.84 acres).

By contrast, typical industrial development anticipated to occur in the Gateway East District features lower floor area ratios and lower per square foot building values, resulting in much lower per acre project increment assessed values per acre than in downtown. Recently built or proposed projects in the Gateway East area have an estimated project increment assessed value between \$0.4 million and \$1.4 million per acre; a small fraction of the \$18-\$33 million per acre increment value normally generated by development within the downtown core. While public improvement costs in Gateway East are expected to be lower per buildable acre than they are downtown (estimated to be \$25,000 - \$110,000 per acre), the public improvements required for development in Gateway East have the potential to be much larger in terms of square footage given the bigger sites than improvements that would be required downtown.

Table 1: General Value and Eligible Expense Comparison, Downtown versus Gateway East

| Project Comparison | Downtown Districts | Gateway East |
|--|---------------------------|-----------------------|
| Assessed Value Per Acre | \$18.0 - \$33.0 million | \$0.4 - \$1.4 million |
| Eligible Costs Per Acre | \$0.5 - \$1.3 million | \$25,000 - \$110,000 |
| Typical Project Ratio Value to Expense | 30 : 1 | 15 : 1 |

Comparing a project's expected increment value to its eligible Type 2 expenses of yields a ratio indicative of the capacity to recoup those expenses through tax increment reimbursement:

Table 2: Comparison of Values and Eligible Expenses

| Project Name | Acres | Estimated Increment Value | Increment Value/Acre | T2 Eligible Expenses | Incr Value/ Elig Exp. Ratio | Years to 100% Reimburse |
|-----------------|-------|---------------------------|----------------------|----------------------|-----------------------------|-------------------------|
| Gateway Site 1 | 40.00 | \$ 53,000,000 | \$ 1,325,000 | \$1,056,000 | 50.2 | 1.9 |
| Inn at 500 | 0.75 | \$ 24,000,000 | \$ 32,000,000 | \$ 420,882 | 57.0 | 1.7 |
| Hyatt Place | 0.84 | \$ 20,000,000 | \$ 23,809,524 | \$ 452,463 | 44.2 | 2.2 |
| The Fowler | 0.82 | \$ 27,000,000 | \$ 32,926,829 | \$ 650,000 | 41.5 | 2.3 |
| The Cartee | 0.85 | \$ 48,000,000 | \$ 56,603,774 | \$ 1,394,035 | 34.4 | 2.8 |
| Marriott | 0.82 | \$ 30,000,000 | \$ 36,585,366 | \$ 875,897 | 34.3 | 2.8 |
| Idaho Townhomes | 0.83 | \$ 3,000,000 | \$ 3,614,458 | \$ 108,269 | 27.7 | 3.5 |
| Gateway Site 2 | 17.40 | \$ 11,200,000 | \$ 643,678 | \$ 526,020 | 21.3 | 4.5 |
| The Gibson | 0.50 | \$ 13,000,000 | \$ 26,000,000 | \$ 622,791 | 20.9 | 4.6 |
| Gateway Site 3 | 8.50 | \$ 11,800,000 | \$ 1,388,235 | \$ 906,842 | 13.0 | 7.4 |
| Gateway Site 4 | 17.90 | \$ 9,000,000 | \$ 502,793 | \$ 742,690 | 12.1 | 7.9 |
| Gateway Site 5 | 6.59 | \$ 3,963,000 | \$ 601,366 | \$ 405,640 | 9.8 | 9.8 |

Generally, a ratio above 30:1 will accomplish full reimbursement of eligible hard costs within a 4-year timeframe following certificate of occupancy. As Table 1 shows, developments in Gateway East are generally expected to have a lower ratio of increment value to eligible costs than developments downtown. While 7 of the 8 downtown projects are expected to receive full reimbursement of eligible hard costs within 4 years, only one of the 5 Gateway projects would be expected to receive full reimbursement.

In conclusion, the lower per-acre increment values expected in Gateway East reduce the potential reimbursement capacity under a Type 2 General Assistance agreement, in an area where public improvements required as a condition of development could be significant. While it is not a requirement that the Participation Program reimburse all of the eligible hard costs of any given development, the Program is intended to offset a significant portion of hard costs related to public infrastructure in Gateway East in order to reduce barriers to development, particularly where costs are related to utility and roadway extensions that benefit the area generally and beyond the developer or project site. Therefore, staff is recommending a 6-year Type 2 reimbursement timeframe for Gateway East (standard Type 2 reimbursement timeframe for downtown is 4 years).

Type 2 Scorecard:

The Type 2 Scorecard plays an important role in incentivizing desirable development downtown by establishing Type 2 eligibility and reimbursement rate as a portion of tax increment generated (Level A = 80%, Level B = 60%, Level C = 40%). Most of the current scoring categories are either not relevant to an industrial district in general or Gateway East in particular. Any relevant distinctions that can be made will be secondary to building increment value, discussed above, when it comes to reimbursement rates. While there may be worthwhile criteria by which to evaluate desired industrial development, e.g. by employee pay and benefits

and targeted industries, we don't currently have sufficient data/project history on how to make the appropriate gradations and measure performance. For financial feasibility purposes in sizing the desired level of participation assistance, staff recommends no Type 2 Scorecard for Gateway East at this time, and using a standard reimbursement rate based on 80% of actual project tax increment generated for all Type 2 agreements.

Fiscal Notes:

Similar to the current CCDC Participation Program, the proposed Gateway East Participation Program will feature capped participation for Type 2 General Assistance, wherein reimbursement will be within and below anticipated income collections of tax increment generated by the project to allow for program delivery and for development of a Capital Improvement Plan. Type 1 One Time Assistance is limited to funding set aside in the annually approved budget.

Next Steps:

Agency staff will draft a Participation Program document for Gateway East to be considered by the CCDC Board for adoption by resolution at the June 2019 board meeting.



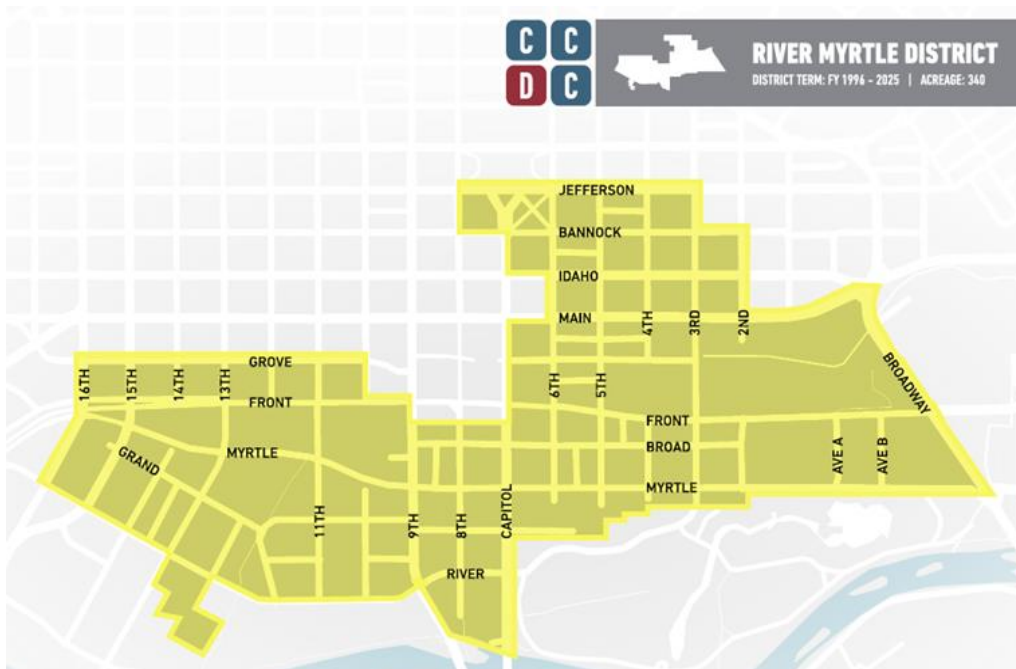
DATE: May 13, 2019

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: A crane is currently setting structural steelwork for the parking garage as construction continues. 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 this summer. 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 in 8th & River street corner ground floor retail unit.

620 S. 9th Street – Afton Phase II – Agency Disposition PP Type 5: Phase II construction is progressing and as of May 1 over 50 percent of the condo units have been sold. Delivery of the finished condo units is scheduled 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. The storefront came loose in late April, resulting in issues with the main door latching. The storefront was re-anchored by Valley Glass on May 3.

410 S. Capitol Blvd - Marriott Residence Inn - PP Type 2: The project's first reimbursement for fully outfitted streetscapes is scheduled to be paid in September of 2019. The project includes approximately 185 suites and 100 structured parking stalls.

200 Myrtle Street - Boise Caddis - PP Type 2: CCDC and Boise Caddis are finalizing agreement language and exhibits for this mixed-use, housing project (160 rental units, 400 parking stalls). The Type 2 Agreement will be brought to the Board for approval at the June Board Meeting. The Agreement includes approximately \$1.2 million in public improvements for 2nd, 3rd, Myrtle Streets and a small portion of Broad Street, which will be reimbursed using tax increment revenue generated by the project.

406 Broad Street - Cartee Apartments - PP Type 2: The Cartee developer has submitted the construction drawings for permitting to the City. The agreement between CCDC and the developer contemplates approximately \$1.3 million in Eligible Expenses to be reimbursed using the project's tax increment dollars. The project includes approximately 160 apartments units and 176 structured parking spaces. Construction is scheduled to begin fall 2019.

429 10th Street - Agency Owned - PP Type 5 (RFP): After negotiating a Disposition Agreement with the City – approved by the CCDC Board at its April 2019 meeting – the City expressed concerns over entering into the Agreement. Consequently CCDC will not be moving forward with conveying this parcel to the City of Boise. CCDC continues to explore options to find the best redevelopment potential for the site.

Infrastructure

535 S. 15th Street – River Street Lofts – PP Type 1: CCDC will be touring this project on June 6. Please let Sarah Jones know if you are interested in attending. The project will still be under construction at that time so that CCDC can learn about the unique insulated concrete forms (ICF) construction process.

S. 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 finalizing plans and cost estimates and negotiating an easement to relocate a telecommunication provider. This is expected to be before the CCDC Board at its June 2019 Meeting. 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 and 12th streets. Project is complete.

N. 6th Streetscape - Front Street to Main Street: Design and construction of streetscapes on 6th Street between Main and Front streets. The Land Group is the project's design professional. The Design Review package was submitted to City the week of March 11, 2019 and has been approved. The Land Group submitted drawings to City Public Works for review the week of April 22.

| | |
|------------------|--|
| 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 consolidated newspaper boxes. The Agency is awaiting the City Code changes to the Downtown Streetscape Standards that will allow this project to move forward. The Agency has proposed locations and configurations to the City and is awaiting approval prior to ordering the new boxes.

390 S. Capitol Blvd - Mod Pizza - PP Type 1: The building is under construction at Capitol & Broad streets with completion scheduled for December 2019. CCDC will reimburse the project for up to \$100,000 for awnings over the right-of-way and limited 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: The site walk for the Code Analysis Project was conducted on April 17. The final report is expected in May.

ParkBOI - 9th & Front Parking Garage – Agency Owned Property: The site walk for the Code Analysis Project was conducted on April 17. The final report is expected in May.

ParkBOI - 11th & Front Parking Garage – Agency Owned Property: No significant maintenance performed in April. As of April 24 only 97 of the 722 spaces that were originally available for general public monthly use remained available to lease.

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: CCDC solicited, has received, and reviewed proposals from design professionals. CCDC and the City selected a design professional and a contract is forthcoming. A vision statement and design ideas are being developed.

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. The project is complete.

Block 7 – CCDC Alley Program: CCDC and The Land Group reached tentative agreement with property owners on trash placement and screening, and lighting options. One easement has been finalized and negotiations continue with a property owner for second easement. If negotiations are unsuccessful, the dumpster corral portion of the project will be removed. The City has issued a certificate of appropriateness for the project.

Special Projects

RMOB Public Art – City of Boise Traffic Boxes – PP Type 4: The City Arts & History Department issued the Call-To-Artists. The T4 Agreement between CCDC and the City was approved by the CCDC Board on February 11, 2019. Artists were selected on March 4. Traffic Boxes were assigned to artists on March 12. Art content was presented to Arts & History for feedback on May 1.

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: The T4 Agreement was approved by the CCDC Board on February 11, 2019. The artist selection panel on April 17 selected Krivanek + Breaux as the artist. City Arts & History is working with the artist on a contract.

WESTSIDE DISTRICT



Economic Development

1010 W. Jefferson St – 10Ten Building – Agency-Owned Property: The annual fire sprinkler inspection was conducted in April 2019. Backflow device repairs were performed by American Fire Protection.

421 N. 10th St – ISG/BSN Building - Agency Owned Property: Spring preventive maintenance was performed on the HVAC units on April 25, 2019. Total System Services will replace three roof top units needing new compressor contactors.

1001 W. Main St - KOUNT Building - PP Type 1: CCDC has reimbursed the project \$150,000 for its Eligible Expenses, which included awnings over the right of way and sidewalk construction. All tenants have moved into the building including ground floor retail - Good Burger, The Bodega, and A Café. This project is complete.

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. ACHD and the City have executed a Master License Agreement for utility conduit in the right-of-way effective May 8, 2019, and the Agency is in the process of executing a contract with Anderson & Wood to conduct the work this summer.

| | |
|--------------------------|---|
| 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 8, 2019 | The Board awarded a public works construction contract to Anderson & Wood Construction. |

Westside District - Consolidated Newspaper Boxes: The Agency and City are coordinating purchase and installation of consolidated newspaper boxes. CCDC awaits the City Code changes to the Downtown Streetscape Standards that will allow this project to move forward. The Agency has proposed locations and configurations in the Westside District to the City and is awaiting approval prior to ordering the new 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 anticipates starting public outreach in June.

N. 8th Streetscapes - Bannock to State Streets: This City PDS project is on temporary hold pending outcome of City/ACHD traffic and street configuration decision. The City has met with ACHD and anticipates starting public outreach in June.

10th & State Streets – Brady Block Concepts: CCDC is working with nearby landowners around the Agency-owned sites to create transformative development in this area.

1010 Main St - Avery Building - PP Type: This is a privately-owned vacant building currently undergoing renovation. CCDC has remained engaged with the developer and owner who is working on overall project financing. The developer is interested in utilizing the Agency's Participation Program, and hopes to work on an application submittal in summer 2019.

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 (SBF) to analyze a series of parcels adjacent the existing Westside URD boundaries for possible annexation into the district. SBF will be presenting their analysis at the Board's May 13, 2019 meeting. If the Board approves the Eligibility Study, the study will be transmitted to the City Council for review and requested approval.

Mobility

ParkBOI - 10th & Front Garage – Agency Owned Property: Guho Corp made substantial progress on the garage repair and maintenance project in January. Substantial Completion was reached on March 25. Closeout documents were received from Guho Corp on April 2. Final Completion was achieved on April 10. The Agency is working with a structural engineering firm to design the next phase of repairs. As of April 24 there were 25 spaces available for lease in this garage.

| | |
|----------------|---|
| 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 |
| April 10, 2019 | Final 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: A traffic and bike lane analysis performed by Kittleson & Associates and design package by Jensen Belts Associates 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. The City anticipates starting public outreach in June.

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 select 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 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 12. Art content was presented to Arts & History for feedback on May 1.

30TH STREET DISTRICT



Economic Development

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

Infrastructure

2200 Fairview Ave - New Path Community Housing - PP Type 1: CCDC has reimbursed \$150,000 for this project's Eligible Expenses which included sidewalks, trees, bioswales for stormwater, bike racks, and street signage. The project is the first of its kind in Boise and is providing housing and support services to 40 previously homeless individuals. This project is complete.

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 project.

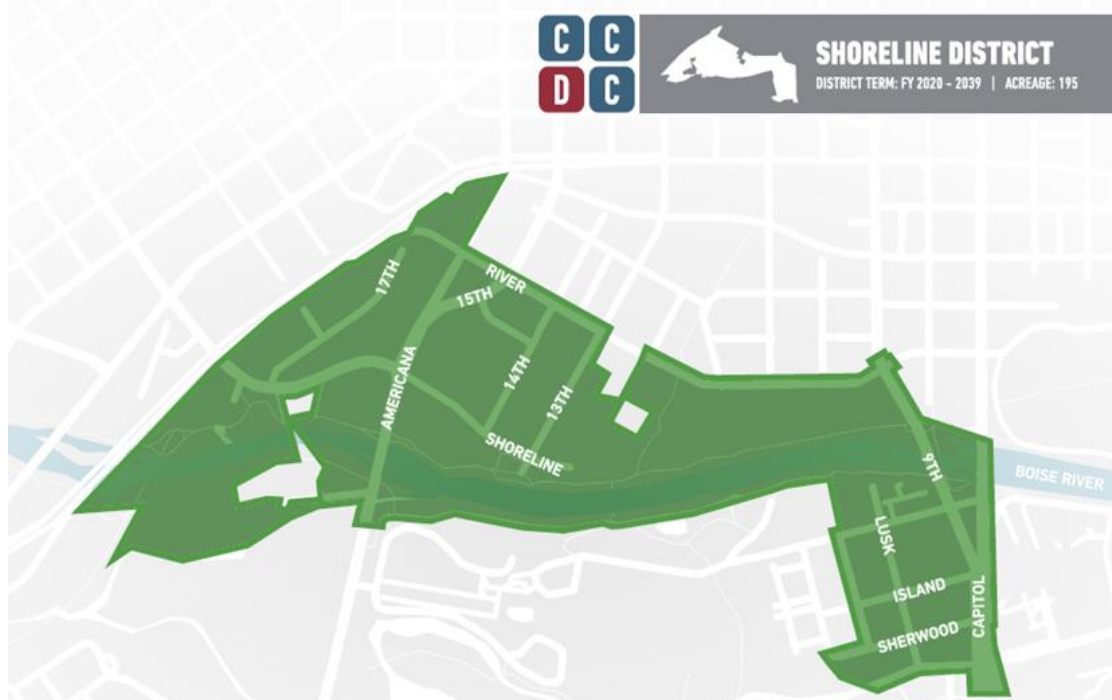
Place Making

30th Street District - Urban Renewal Plan Amendment: CCDC has been involved in discussions regarding the development of a sports park since 2017. In the event Agency financing is involved in the development and it is located in the 30th Street District, it is likely that an amendment to the 30th Street Urban Renewal Plan will be necessary. The Agency is working with legal counsel and consultants to obtain appropriate scope of services and timeline.

Special Projects

30th Street District Public Art - City of Boise Traffic Boxes - PP Type 4: The CCDC Board approved the T4 Agreement between CCDC and the City at its February 11, 2019 meeting. Artists were selected on March 4. Art content was presented to City Arts & History for feedback on May 1.

SHORELINE



Economic Development

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

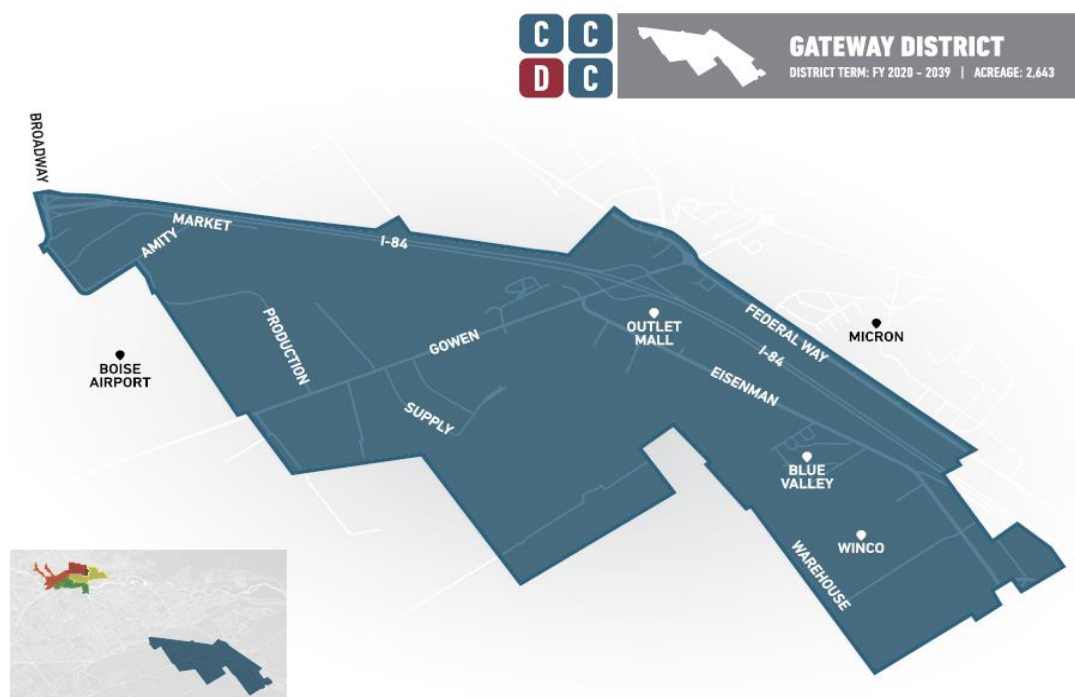
Shoreline District - Downtown Boise Streetscape Standards Update: CCDC, in collaboration with the City, is preparing to update the Downtown Boise Streetscape Standards Manual. These standards provide guidance to private development and Agency's Capital Improvement Plan

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 will replace the Gowen Road Bridge over the railroad right-of-way including widening to accommodate 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 consistent with the Gateway East Plan. The cost

share would be approximately \$445,000 due upon completion of construction, but no sooner than October 1, 2022. The Agency negotiated terms of a cost share agreement with ACHD for the longer bridge span, pending final approval by the CCDC Board at its May 13, 2019 meeting. The Agency will negotiate a separate cost share agreement for conduit later this year.

AGENCY WIDE – ALL DISTRICTS

CCDC 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. The qualification proposals were due on March 20, 2019. Forty-three proposals were received. The Evaluation Committee reviewed and evaluated each proposal. The recommendations will be presented to the Board at the May 13, 2019 Board Meeting for approval.

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| 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 and Reference Investigations |
| May 13, 2019 | Board consideration |

Economic Development

CCDC Agency Participation Program - Review & Update: Now that the Agency has worked through a few projects with the January 2019 Participation Program updates in-place, the need for a few clarifications and additional revisions have become apparent. These additional revisions will be brought to the Board at the May 13, 2019 meeting for approval. Include are: adding additional Eligible Expenses to Type 1 projects; clarifying easements requirements; adding the ability to utilize Occupancy Year tax increment in certain circumstances; adding a requirement to provide a rent roll to receive points for Affordable/Mixed-Income Housing in the Type 2 Scorecard; removing the dimensional requirements for Park/Plazas (but keeping square footage minimum). The Board will also receive an update on how CCDC can utilize the Participation Program in the new Gateway East District.

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.

ParkBOI – Parking Rates - Annual Review: Demand remains strong for spaces throughout the Agency’s downtown parking system, especially in the 9th & Main Parking Garage. The plan is to divert some of that demand to other facilities. The wait lists have been reduced from nearly 1,300 to 80 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: With utilization of the Elder Street Park & Ride below expectations, the Agency is actively working with its mobility partners on a Park & Ride/Shuttle lot in the west end of the downtown. The Board can expect a report at its June meeting.

ParkBOI - New Product - Nighttime Monthly: CCDC will continue to explore alternatives to 24/7 monthly parking passes. As part of the FY2020 budgeting process 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.

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 concluded that there 500 fewer spaces than in 2014 due to vacant lots being converted to apartments, hotels and office buildings. The impact to supply would have been worse if not for the 828 spaces built at the 11th & Front Parking Garage. Supply appears to accommodate demand currently in four of the five study areas, with the southeast portion of downtown lacking sufficient parking. The study is expected to be completed in late May 2019.

Park+ Parking Modeling Program: Last year CCDC invested in a parking modeling program to help it and the City 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.

CCDC Parking Management Plan Update: This document serves as the legal, financial and operational basis 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. Last week a panel of experts met with CCDC to provide input and ideas for how the document’s content and organization might be updated. The study will be completed by September 2019 and will involve CCDC Board input.

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 submitted the lowest bid at \$184,909. The shell is complete, equipment installation is under way and lighting and access equipment is pending delivery and installation in late May. Substantial completion is anticipated by the end of May 2019, with opening expected in early June. Agency has initiated a targeted roll-out to sign up customers based on participation in the bike parking survey conducted last summer.

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| April 2018 | CTY Studio selected for design services |
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| 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. Notice to Proceed was issued, effective April 15. Work is currently underway, anticipated completion of work by the end of May.

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| 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. |
| April 4, 2019 | Agreements executed with Primary Electric, Inc. |
| April 15, 2019 | Notice to Proceed |

ParkBOI - Capitol & Front Parking Garage - Agency Owned Property: The Agency continues to receive inquiries regarding the potential disposition of this subterranean, 216 space parking facility located below the Grove Hotel. 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 & Main Parking Garage. The contract was executed on February 12, 2019 and the Notice to Proceed issued on February 28. Schindler Elevator engineers were onsite February 28 to gather preliminary information for the new equipment. Schindler delivered submittal information on April 11, 2019. Additional information is needed by the consultant. Schindler will gather the necessary information from their subcontractors the week of May 6 and resubmit. Actual construction and installation is expected to begin in mid-July 2019.

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| 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-July | Actual construction (one elevator down) begins |

Special Projects

Public Outreach – Websites & Social Media: New digital 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 ccdcoise.com website. Testing and minor changes to improve user experience are underway. ParkBOI website continues to be updated to improve the customer experience.

Public Outreach - 2018 Annual Report: The Annual Report was filed with the City of Boise on March 29, 2019. Notice of the Annual Report being filed with the City of Boise was also published in the Idaho Statesman on Friday, March 29.

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 final report findings determined that the study area and each of the four sub areas exhibit qualifying factors that meet the statutory requirements to qualify for urban renewal assistance. The City Council accepted the Eligibility Report via resolution at its May 7, 2019 meeting. Along with accepting the report, the resolution directs CCDC to advance with next steps of the Urban Renewal District formation process. An inclusive public engagement effort is being developed in collaboration with the City which will be an integral component of the forthcoming planning process.

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 an eligibility study for the Boise side of State Street. The report will be presented to the Board for approval at its May 13, 2019 meeting. If approved, the report will go to the City Council for consideration at its May 21 meeting.

Condominium Associations

Building Eight Condominiums Association

| Members | Percent Interest |
|--|--------------------------|
| CCDC - Capitol & Myrtle Parking Garage | 35% |
| Raymond Management (Hampton Inn & Suites) | 62.5% |
| Hendricks (retail units represented by Colliers International) | 2.5% |
| Annual Report Due: December 31, 2019 | Next Annual Meeting: TBD |
| Issues/Comments: | None. |

Front Street Condominium Association

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

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| | November 26, 2018 |
|--|-------------------|

Block 22 Condominium Association

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

Capitol Terrace Condominium Association. The Agency is working with Hawkins Companies, 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 condominium declarations amendment is on the Consent Agenda for the Board's May 13, 2019 meeting. An Annual Meeting was held on April 2, topics addressed include Trash Room management, annual budget, and reallocation of common area costs.

| Members | Percent Interest |
|--|--|
| CCDC - Capitol & Main Parking Garage) | 50% |
| Hawkins Companies (Main + Marketplace) | 50% |
| Annual Report Due: February 28, 2020 | Next Annual Meeting: Spring 2020 |
| Issues/Comments: | The escalators broke down on April 18. Repairs began on April 24 and are expected to take 2-3 weeks. The Agency will receive a special assessment from the Management Body for expenses. |

Downtown Parking Condominiums Association

| Members | Percent Interest |
|---|---|
| CCDC - 9th & Main Parking Garage | 93.51% |
| Les Bois Holdings, LLC (commercial unit) | 2.03% |
| Eastman Building, LLC (commercial units) | 4.46% |
| Annual Report Due: September 30, 2019 | Next Annual Meeting: Spring 2019 |
| Issues/Comments: | Agency staff anticipate scheduling an Annual Meeting at the end of May. |

ACME Fast Freight Condominium Association

| Members | Percent Interest |
|------------------------------------|---|
| CCDC – 11th & 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. |



END