



BOARD OF COMMISSIONERS MEETING

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
June 10, 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 – May 2019
- B. Minutes and Reports
 - 1. Approval of May 13, 2019 Meeting Minutes

IV. ACTION ITEM

- A. CONSIDER: Resolution #1610 - Approval of 200 Myrtle Street – Boise Caddis - Participation Program Type 2 Agreement (10 minutes) Laura Williams
- B. CONSIDER: Resolution #1600 – Approval 5th and Grove Undergrounding (10 minutes) ... Matt Edmond

V. INFORMATION/DISCUSSION ITEMS

- A. CCDC Monthly Report (5 minutes) John Brunelle

VI. ADJOURN

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



III. CONSENT AGENDA



Paid Invoice Report

For the Period: 5/1/2019 through 5/31/2019

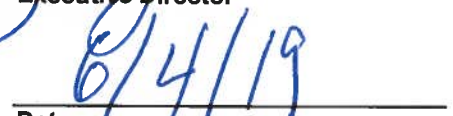
Payee	Description	Payment Date	Amount
Debt Service:			
Payroll:			
PERSI	Retirement Payment	5/8/2019	16,860.09
EFTPS - IRS	Federal Payroll Taxes	5/8/2019	13,354.58
Idaho State Tax Commission	State Payroll Taxes	5/8/2019	2,047.00
CCDC Employees	Direct Deposits Net Pay	5/8/2019	35,620.94
PERSI	Retirement Payment	5/22/2019	16,868.37
EFTPS - IRS	Federal Payroll Taxes	5/22/2019	13,363.42
Idaho State Tax Commission	State Payroll Taxes	5/22/2019	2,049.00
CCDC Employees	Direct Deposits Net Pay	5/22/2019	35,640.80
Total Payroll Payments:			135,804.20
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	May 2019	587,732.86
Total Paid Invoice, Reported Payments:			587,732.86
Total Cash Disbursements:			<u><u>\$ 723,537.06</u></u>

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


 Finance Director


 Date


 Executive Director


 Date

Report Criteria:

Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
1139	American Cleaning Service	8676	Trailhead Cleaning	05/01/2019	974.18	11201	05/14/2019
		8974	Hampton Inn - Garge Wind	05/07/2019	336.00	11201	05/14/2019
Total 1139:					1,310.18		
3838	American Fire Protection L	13050	Service call and sprinkler s	04/10/2019	766.00	63284	05/10/2019
		13180	Service call and system re	04/30/2019	1,105.00	63300	05/29/2019
		13218	Monthly pump inspection &	04/26/2019	185.00	63284	05/10/2019
Total 3838:					2,056.00		
1316	Blue Cross of Idaho	1909200008	Health Insurance - May 20	05/01/2019	24,289.74	63280	05/01/2019
Total 1316:					24,289.74		
1385	Boise City Utility Billing	1177 MAY19	848 Main St # 0447416001	05/01/2019	7.79	11225	05/28/2019
Total 1385:					7.79		
1418	Boise Metro Chamber of C	5790461	Annual Membership Dues	04/23/2019	55.00	11202	05/14/2019
Total 1418:					55.00		
4082	BVGC Parcel B LLC	13119	11th & Front garage CAM	03/28/2019	1,340.88	63297	05/13/2019
		22819	11th & Front garage CAM	03/28/2019	1,340.88	63297	05/13/2019
		31319	11th & Front garage CAM	03/13/2019	3,385.32	63297	05/13/2019
		33119	11th & Front garage CAM	03/31/2019	1,340.88	63297	05/13/2019
		40119	11th & Front garage CAM	04/01/2019	1,340.88	63297	05/13/2019
		50119	11th & Front garage CAM	05/01/2019	1,340.88	63301	05/29/2019
Total 4082:					10,089.72		
3712	Car Park	APR19	10th & Front - Grove	04/30/2019	28,365.21	11230	05/31/2019
		APR19	9th & Front - City Centre	04/30/2019	35,505.68	11230	05/31/2019
		APR19	9th & Main - Eastman	04/30/2019	32,682.96	11230	05/31/2019
		APR19	Cap & Front - BLVD	04/30/2019	14,503.65	11230	05/31/2019
		APR19	Cap & Main (Cap T)	04/30/2019	33,705.03	11230	05/31/2019
		APR19	Cap & Myrtle - Myrtle	04/30/2019	20,522.59	11230	05/31/2019
		APR19	Cap & Myrtle - Myrtle - refu	04/30/2019	410.22	11230	05/31/2019
		APR19	Cap & Main (Cap T) - refun	04/30/2019	147.00	11230	05/31/2019
		APR19	9th & Front - refunds	04/30/2019	420.00	11230	05/31/2019
		APR19	Cap & Front - refunds	04/30/2019	162.54	11230	05/31/2019
		APR19	9th & Main - refunds	04/30/2019	70.00	11230	05/31/2019
		APR19	9th & Main - refunds	04/30/2019	373.45	11230	05/31/2019
		APR19	10th & Front - refunds	04/30/2019	11.00	11230	05/31/2019
		APR19	10th & Front - refunds	04/30/2019	259.29	11230	05/31/2019
		APR19	Cap & Main (Cap T) - refun	04/30/2019	429.57	11230	05/31/2019
		APR19	9th & Front - refunds	04/30/2019	299.93	11230	05/31/2019
		MAR19	10th & Front - Grove	03/31/2019	28,817.25	11216	05/15/2019
		MAR19	9th & Front - City Centre	03/31/2019	36,178.34	11216	05/15/2019
		MAR19	9th & Main - Eastman	03/31/2019	23,364.06	11216	05/15/2019
		MAR19	Cap & Front - BLVD	03/31/2019	14,457.08	11216	05/15/2019
		MAR19	Cap & Main (Cap T)	03/31/2019	31,320.30	11216	05/15/2019
		MAR19	Cap & Myrtle - Myrtle	03/31/2019	19,491.50	11216	05/15/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		MAR19	10th & Front - refunds	03/31/2019	140.00	11216	05/15/2019
		MAR19	9th & Main - refunds	03/31/2019	585.00	11216	05/15/2019
	Total 3712:				322,221.65		
3857	Carew Co	2777	database update for new br	04/10/2019	156.25	63285	05/10/2019
	Total 3857:				156.25		
1556	Caselle Inc.	94216	Contract support - May 201	05/01/2019	815.00	63281	05/01/2019
	Total 1556:				815.00		
3947	Crane Alarm Service	51518	Fire Alarm System - servic	04/30/2019	85.00	63302	05/29/2019
		54684	Fire Alarm System - replac	04/30/2019	710.00	63302	05/29/2019
		54884	Fire Alarm System - Monito	04/29/2019	25.00	63286	05/10/2019
		55999	Fire Alarm System - Monito	05/01/2019	25.00	63286	05/10/2019
	Total 3947:				845.00		
1703	CSHQA	32099	ParkBOI LED Retrofit	04/30/2019	526.15	11226	05/30/2019
	Total 1703:				526.15		
1787	Downtown Boise Associati	101734	Stage Rental Storage - Q1	04/30/2019	300.00	63303	05/29/2019
	Total 1787:				300.00		
1838	Elam & Burke P.A.	179118	30th Street URD	04/30/2019	495.00	11231	05/31/2019
		179119	New Bench URD	04/30/2019	3,930.20	11231	05/31/2019
		179120	Public Records Request	04/30/2019	292.50	11231	05/31/2019
		179121	Parking Matters	04/30/2019	698.10	11231	05/31/2019
		179122	River Myrtle Bond Financin	04/30/2019	1,282.50	11231	05/31/2019
		179123	Downtown Boise Public Lib	04/30/2019	1,896.65	11231	05/31/2019
		179124	New URD - State STreet	04/30/2019	1,642.50	11231	05/31/2019
		179125	Sports Facility - 30th Street	04/30/2019	2,936.05	11231	05/31/2019
		179126	Hoffman v. City of Boise	04/30/2019	644.50	11231	05/31/2019
		179127	WS District Amendment	04/30/2019	1,395.00	11231	05/31/2019
		179128	101-0 General	04/30/2019	570.00	11231	05/31/2019
		179129	River Myrtle Implement Act	04/30/2019	2,237.05	11231	05/31/2019
		179130	Legislation	04/30/2019	270.00	11231	05/31/2019
		179131	Gateway District	04/30/2019	407.70	11231	05/31/2019
	Total 1838:				18,697.75		
4113	Gary Means	050619-2	parking expert advisory pa	05/06/2019	500.00	63287	05/10/2019
	Total 4113:				500.00		
3853	Hawkins Companies LLC	04192019-1	Cap T. Condo: Jan- Mar. 2	03/31/2019	13,038.78	63298	05/13/2019
		04192019-2	Cap T. Condo: Apr - Jun 2	04/19/2019	13,038.78	63298	05/13/2019
	Total 3853:				26,077.56		
4104	Hellmann Construction Co	PO 190041-3	9th & Main Secure Bike Pa	04/30/2019	36,698.36	11217	05/15/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 4104:					36,698.36		
3810	Hummel Architects PLLC	9136	Cap & Main Elevators Refu	04/30/2019	195.00	11227	05/30/2019
Total 3810:					195.00		
2129	Idaho Blueprint & Supply C	439508	2019 May in Motion	04/29/2019	102.50	11203	05/14/2019
Total 2129:					102.50		
2165	Idaho Power	6607 APR19	9th St outlets #220040660	04/30/2019	3.54	11223	05/21/2019
		7995 APR19	9th & State # 2201627995	04/30/2019	3.54	11222	05/20/2019
Total 2165:					7.08		
3900	Idaho Records Manageme	0133176	Records Storage	05/01/2019	87.35	11204	05/14/2019
Total 3900:					87.35		
3965	In The Bag Promotions Inc.	11769	CCDC Branded Apparel Or	03/29/2019	793.00	63288	05/10/2019
Total 3965:					793.00		
3966	Involta	0038877	Website Hosting Services	04/30/2019	1,347.90	63289	05/10/2019
Total 3966:					1,347.90		
3808	Jed Split Creative	2113	PIPTA Boise Conference L	03/31/2019	1,140.00	63299	05/13/2019
		2175	creative services	04/23/2019	575.70	63299	05/13/2019
		2209	creative services	04/23/2019	812.25	63299	05/13/2019
		2210	creative services	04/23/2019	593.60	63299	05/13/2019
		2211	FY2018 Annual Report	04/24/2019	5,125.00	63299	05/13/2019
Total 3808:					8,246.55		
2288	Jensen Belts Associates	1765-12	WD, Downtown Urban Par	04/30/2019	13,990.95	11232	05/31/2019
Total 2288:					13,990.95		
3940	John Brunelle	APR19	SV conference 2019 expen	04/30/2019	50.00	11224	05/29/2019
		MAY19	San Diego Conference 201	05/20/2019	461.53	11234	05/30/2019
Total 3940:					511.53		
4006	Kathy Wanner	MAY19	Legal Aspects May2019 Ex	05/09/2019	600.63	11221	05/15/2019
Total 4006:					600.63		
3439	KPFF Consulting Engineer	263342	10th & Front Parking Gara	03/31/2019	2,915.00	11205	05/14/2019
		263566	10th & Front Parking Gara	03/31/2019	315.00	11205	05/14/2019
		263567	10th & Front Parking Gara	03/31/2019	3.00	11205	05/14/2019
Total 3439:					3,233.00		
2465	Materials Testing & Inspect	162967	BikeBOI Bike Shelter (spec	04/19/2019	625.96	11206	05/14/2019
		162967	BikeBOI Bike Shelter (spec	04/19/2019	51.56	11206	05/14/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 2465:					677.52		
3767	neurilink llc	28461	Service Call	04/12/2019	195.00	11207	05/14/2019
Total 3767:					195.00		
3989	Pacific Backflow LLC	INV19-00060	Backflow Test - 516 S 9th	04/23/2019	40.00	63290	05/10/2019
		INV19-00060	Backflow Test - 437 S 9th	04/23/2019	40.00	63290	05/10/2019
Total 3989:					80.00		
2774	Pro Care Landscape Mana	25633	10th & Front Garage	04/30/2019	207.23	63291	05/10/2019
		25738	10th & Front Garage	04/30/2019	511.00	63291	05/10/2019
		25739	Plum Street	04/30/2019	89.00	63291	05/10/2019
Total 2774:					807.23		
2798	Quadrant Consulting Inc.	10389	5th St Utility Undergroundi	04/30/2019	1,053.11	63304	05/29/2019
Total 2798:					1,053.11		
3896	Rim View LLC	MAY 19	Monthly Rent and NNN - Tr	05/01/2019	13,713.94	63282	05/01/2019
Total 3896:					13,713.94		
3891	Ross Borden	4.23.19	Admin Expense Reimburs	04/23/2019	34.51	11220	05/13/2019
Total 3891:					34.51		
3929	SB Friedman Development	190042-1	Westside Amendment UR	05/16/2019	17,500.00	11233	05/31/2019
		190042-1	Westside Amendment UR	05/16/2019	5,713.22	11233	05/31/2019
Total 3929:					23,213.22		
3796	Scheidt & Bachmann USA	36803	April 2019 Merchant Fees	04/30/2019	935.36	11208	05/14/2019
Total 3796:					935.36		
4111	Sector Seventeen LLC	190058-1	BikeBOI Mural	04/23/2019	5,000.00	11209	05/14/2019
Total 4111:					5,000.00		
3542	Security LLC - Plaza 121	MAY 19	Office rent	05/01/2019	13,271.50	63283	05/01/2019
Total 3542:					13,271.50		
3974	Stability Networks Inc.	29251	dell warranty renewal	04/26/2019	498.83	11210	05/14/2019
		29287	Phone System Support	04/30/2019	85.00	11210	05/14/2019
		29287	IT Services 2019	04/30/2019	1,980.00	11210	05/14/2019
		29287	Azure Cloud Backup	04/30/2019	420.00	11210	05/14/2019
		29287	AppRiver SecureTide	04/30/2019	35.00	11210	05/14/2019
Total 3974:					3,018.83		
3703	STC Education Training Fu	050619	Urban Renewal Workshop	05/06/2019	77.00	63305	05/29/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3703:					77.00		
3242	Suez Water Idaho	0025 MAY19	437 S 9th St irri #06006688	05/14/2019	32.83	11237	05/31/2019
		2853 MAY19	Eastman office #06000337	05/14/2019	83.00	11236	05/31/2019
		4259 MAY19	516 S 9th St irri #06006391	05/14/2019	32.83	11238	05/31/2019
		8504 MAY19	Grove & 10th #060035756	05/14/2019	79.81	11235	05/31/2019
Total 3242:					228.47		
4109	Syringa Networks	20339 MAY1	internet & data	05/01/2019	641.25	63306	05/29/2019
Total 4109:					641.25		
3831	The Land Group Inc.	0141720	RD, Alley Program - Grove	04/30/2019	4,463.75	11218	05/15/2019
		0141721	6th Street Streetscapes, M	04/30/2019	29,446.94	11218	05/15/2019
Total 3831:					33,910.69		
4074	The Potting Shed	16705	Interior Plant Maint.	04/30/2019	65.00	63292	05/10/2019
Total 4074:					65.00		
3907	Total System Services	7399	HVAC Maint	04/30/2019	99.56	63293	05/10/2019
Total 3907:					99.56		
3923	Trailhead	56176	Idaho Power - 60%	04/30/2019	170.11	11211	05/14/2019
		56176	Intermountain Gas - 60%	04/30/2019	81.33	11211	05/14/2019
Total 3923:					251.44		
3170	Treasure Valley Coffee Inc.	05905303	Water & Cooler Rental	03/31/2019	152.00	63294	05/10/2019
		06043130	Coffee & tea	04/15/2019	146.98	63294	05/10/2019
		06067160	Cooler Rental	04/30/2019	106.00	63294	05/10/2019
		06085681	Coffee & tea	05/13/2019	136.73	63307	05/29/2019
Total 3170:					541.71		
4069	Treasure Valley Cycling Alli	19-002	Boise Bike Week Sponsors	05/09/2019	1,000.00	63308	05/29/2019
Total 4069:					1,000.00		
3233	United Heritage	02014-001	Disability insurance - May	05/01/2019	1,392.62	63295	05/10/2019
Total 3233:					1,392.62		
3835	US Bank - Credit Cards	04.25.2019	Voice, data & webhosting s	04/25/2019	16.95	11219	05/14/2019
		04.25.2019	Office Supplies	04/25/2019	472.57	11219	05/14/2019
		04.25.2019	Computer & Software Supp	04/25/2019	27.35	11219	05/14/2019
		04.25.2019	Dues & Subscriptions	04/25/2019	260.00	11219	05/14/2019
		04.25.2019	Travel & Meeting(non-local	04/25/2019	899.70	11219	05/14/2019
		04.25.2019	Personnel Training (Local)	04/25/2019	1,730.00	11219	05/14/2019
		04.25.2019	Local Meetings & Transpor	04/25/2019	242.05	11219	05/14/2019
		04.25.2019	Professional Services Gen	04/25/2019	4.95	11219	05/14/2019
		04.25.2019	Office Furniture & Equipme	04/25/2019	524.70	11219	05/14/2019
		04.25.2019	R&M - Trailhead Facility	04/25/2019	210.44	11219	05/14/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		04.25.2019	Banking & Merchant Fees	04/25/2019	84.40	11219	05/14/2019
		04.25.2019	Parking Facilities Improve	04/25/2019	600.50	11219	05/14/2019
		04.25.2019	Mobility Projects	04/25/2019	60.00	11219	05/14/2019
Total 3835:					5,133.61		
3266	Valley Regional Transit	25005	Bus Passes	04/30/2019	810.00	11212	05/14/2019
Total 3266:					810.00		
4114	Vanessa (Solesbee) Schni	050619	parking expert advisory pa	05/06/2019	500.00	63296	05/10/2019
Total 4114:					500.00		
3841	VoiceText Communications	415220	Conference calls	04/15/2019	6.49	11213	05/14/2019
		42906	Conference calls	04/29/2019	27.98	11213	05/14/2019
		506168	Conference calls	05/06/2019	20.08	11228	05/30/2019
Total 3841:					54.55		
3997	Wash Worx	INV-000381	Replace 10th St Grate & Br	05/09/2019	1,150.00	11229	05/30/2019
Total 3997:					1,150.00		
3365	Westerberg & Associates	221	Legislative Advisement Ser	04/29/2019	5,000.00	11214	05/14/2019
Total 3365:					5,000.00		
3374	Western States Equipment	IN000973000	Bldg 8 generator monthly i	05/10/2019	645.33	63309	05/29/2019
Total 3374:					645.33		
3990	Xerox Corporation	096802461	Copier Lease	04/30/2019	469.77	11215	05/14/2019
Total 3990:					469.77		
Grand Totals:					587,732.86		

MINUTES OF REGULAR MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
121 N. 9th St., Conference Room
Boise, ID 83702
May 13, 2019 12:00 p.m.

I. CALL TO ORDER:

Chairman Zuckerman convened the meeting with a quorum at 12:03 p.m.

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

Commissioner Ben Quintana arrived at 12:04 p.m.

Absent: Commissioner David Bieter

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; Kathy Wanner, Contracts Specialist; and Sandy Lawrence, Administrative Assistant. Also present was Agency legal counsel, Ryan Armbruster.

II. AGENDA CHANGES/ADDITIONS:

The Board gave unanimous consent to move agenda item Information/Discussion Item A: Ada County Assessor's Annual Report to be heard immediately following the Consent Agenda in order to accommodate the Assessor's schedule.

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
3. Approve Resolution #1606 – Records Disposition
4. Approve Resolution #1607 – Participation Program Clarifications & Modifications
5. Approve Resolution #1608 – Easement Agreement for Leku Ona Block 7 Alley Improvements

Commissioner Woodings moved to approve the Consent Agenda.
Commissioner Gordon Jones and Commissioner Ben Quintana recused themselves from voting on the Consent Agenda due to their absence from the April 8, 2019 Board

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

IV. ACTION ITEM

A. CONSIDER: Resolution #1587 – Approval State Street Eligibility Study

Matt Edmond, CCDC Project Manager and Ted Kamp Leland Consulting Group, gave a report.

Commissioner Woodings moved to adopt Resolution #1587, accepting the State Street Eligibility Report, subject to technical corrections as suggested by Matt Edmond and the modification to Section 5 of the Resolution, and directing CCDC staff to transmit to the Boise City Council for future consideration.

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

B. CONSIDER: Resolution #1599 – Approval Westside Downtown Urban Renewal Plan Amendment Eligibility Study

Shellan Rodriguez, CCDC Real Estate Development Manager and Geoff Dickinson SB Friedman Vice President, gave a report.

Commissioner Woodings moved to adopt Resolution #1599, which accepts the Westside Downtown Urban Renewal Area Amendment Eligibility Report, subject to the modification to Section 5 of the Resolution, and directs CCDC staff to forward to the Boise City Council for future consideration.

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

C. CONSIDER: Resolution #1602 – Selection of On-Call Design Professionals and Professional Surveyors 2019

Kathy Wanner, CCDC Contracts Specialist, gave a report.

Commissioner Woodings moved to table this item until later during the Board Meeting in order to allow Mary Watson, General Counsel & Contracts Manager to respond to Board questions.

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

After Mary Watson gave a report, Commissioner Woodings moved to adopt Resolution #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.

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

**D. CONSIDER: Resolution #1601 – Second Amendment to Resolution #1478
Redevelopment Bond Series 2017A**

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

Commissioner Woodings moved to adopt Resolution #1601, the Second Amendment to Resolution #1478, the RMOB Redevelopment Series 2017A Bond resolution, to redirect \$2.6 million of the original \$130 million bond proceeds to eligible River-Myrtle/Old Boise District public infrastructure project expenses.

Commissioner Ludwig recused himself due to a conflict of interest.

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

V. INFORMATION/DISCUSSION ITEMS

A. Ada County Assessor's Annual Report

Bob McQuade

B. Gateway East Addendum to Participation Program

Matt Edmond, CCDC Project Manager, gave a report.

C. CCDC Monthly Report

John Brunelle, CCDC Executive Director, gave a report.

VI. EXECUTIVE SESSION

A motion was made by Commissioner Woodings to go into executive session at 1:51 p.m. to deliberate regarding acquisition of an interest in real property which is not owned by a public agency; consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code; and communicate with legal counsel to discuss the legal ramifications and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated [Idaho Code Section 74-206(1) (c) (d) and (f)].

Commissioner Jordan seconded the motion
A roll call vote was taken:

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

All said Aye. The motion carried, 6-0.

EXECUTIVE SESSION ADJOURNMENT

A motion was made by Commissioner Woodings to adjourn executive session at 2:12 p.m. and return to the public meeting. Commissioner Jordan seconded the motion. A roll call vote was taken:

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

All said Aye. The motion carried, 6-0.

VI. REGULAR MEETING ADJOURNMENT

There being no further business to come before the Board, a motion was made by Commissioner Woodings to adjourn the meeting. Commissioner Ludwig seconded the motion. All said Aye. The motion carried, 6-0. The meeting was adjourned at 2:13 p.m.

- - - -

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 10th DAY OF JUNE 2019.

Dana Zuckerman, Chair

David Bieter, Secretary



IV. ACTION ITEMS



AGENDA BILL

Agenda Subject: Resolution #1610 approval of 200 Myrtle Street – Boise Caddis - Type 2 Participation Agreement with Boise Caddis, LLC		Date: 6/10/2019
Staff Contact: Laura Williams	Attachments: 1) Resolution #1610 2) Type 2 Participation Agreement	
Action Requested: Adopt Resolution #1610 approving the Type 2 General Assistance Participation Agreement with Boise Caddis, LLC and authorizing the Executive Director to execute the agreement.		

Background:

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

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

The project will be 8 stories with parking on the first 4 levels of the project with retail / community space wrapped on Broad and 3rd Streets which will screen the ground level parking and create an active building frontage at the pedestrian level. The project will have approximately 24 efficiency units, 31 studios, 74 1-bedrooms, and 43 2-bed units. Rents are currently planned to range from \$900 - \$2,300 depending on the unit type. The efficiency units are between 350-480 SF.

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

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

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

The project includes special treatment to the 3rd and Broad Street streetscape areas to better align with area plans. The 3rd Street corridor is identified in the River Myrtle-Old Boise Urban Renewal Plan as an important pedestrian connection between downtown and Julia Davis Park. The developers are responding by adding additional landscaping and wider sidewalks with seating areas along 3rd Street. Some of these improvements are located outside of the right of way and will require a permanent public easement to qualify as Eligible Expenses. Additionally, the developers chose to create a small pedestrian node at the corner of 2nd and Broad Streets. The node will provide relief from the building façade and nicely punctuates the end of Broad Street, an important pedestrian area for the Central Addition. A portion of this area will also require an easement to be considered eligible for reimbursement.

The developers have worked with the City of Boise on the easement agreement and a draft of the agreement is attached as an exhibit to CCDC's participation agreement. The easement must be finalized, granted to the City, and recorded prior to CCDC reimbursement for improvements in these special treatment areas.

Boise Caddis scored 154 points on the Type 2 scorecard putting it in the highest reimbursement category - Level A. Level A scoring allows the project to receive 80% of its tax increment generated for up to four years.

The Participation Program, most recently updated in May, includes a Type 2 General Assistance Reimbursement. This project meets the requirements of the Type 2 Program and also promotes a CCDC and City objective to bring more housing options to downtown Boise.

Project Summary and Timeline:

- Located on 2nd and Broad
- 173 for-rent units
- 394 structured parking spaces and 6 tuck under spaces
- \$31 million Total Development Costs (excluding cost of Parking Garage, because it will be sold to Ada County)
- 200 Construction jobs
- 30 Permanent Jobs
- February 11, 2019 – DR Approval
- April 2018 - Type 2 Agreement Finalize/Execute
- Fall 2019 - Construction Start
- Summer 2021 - Construction Complete
- Late 2021 - Developer submits costs for reimbursement
- 2022: Project is on tax rolls and pays property taxes
- 2022 - 2025 - T2 reimbursement based on actual expenses and taxes paid

Fiscal Notes:

CCDC can reimburse the Boise Caddis project for public improvements, called Eligible Expenses. This project includes \$1,122,334 of estimated Eligible Expenses in the Agreement, which will serve as the not-to-exceed amount. The reimbursement will be based on actual expenses incurred, but will not exceed this amount. The reimbursement payment will be based on actual tax increment revenue generated by the project and is estimated to be at least 75% of expenses

In May, the CCDC Board approved a small adjustment to the Participation Program Type 2 reimbursement that allows projects being built toward the end of a district's life to receive reimbursement using an early partial assessment value derived from the completion year. This increment revenue is typically not included for project reimbursement as it is often significantly less than a full-value tax year. However, for project's that would otherwise receive only 3 years of reimbursement, it will add 1 more year of partial value and the standard four years of reimbursement.

Estimated Reimbursement Payments for Boise Caddis Project:

1) September 2022	\$122,000*
2) September 2023	\$245,000
3) September 2024	\$245,000
4) September 2025	\$245,000
Total	\$857,000

**2022 Reimbursement Estimate is based off of a partial-value for the occupancy year in 2021, and is 50% of the estimated full value.*

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

Staff Recommendation:

Adopt Resolution #1610.

Suggested Motion:

I move to adopt Resolution #1610 approving the Type 2 General Assistance Participation Agreement with Boise Caddis, LLC and authorizing the Executive Director to execute the agreement

RESOLUTION NO. 1610

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

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

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

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

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

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

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

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

WHEREAS, Boise Caddis, LLC. ("Boise Caddis") owns or controls certain real property that it plans to develop into multi-family apartments, structured parking, and retail space (the "Project"), including certain right-of-way public improvements and public improvements made in

a planned easement area located in the River Myrtle-Old Boise Urban Renewal District as created by the River Myrtle-Old Boise Plan; and,

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

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

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

WHEREAS, because the Agreement sets a maximum reimbursement amount of One Million One Hundred Twenty-Two Thousand Three Hundred Thirty-Three and 51/100 Dollars (\$1,122,333.51), and the Agreement requires that the reimbursable public improvements conform with the applicable streetscape standards adopted by the Agency and the City, the Agency Board hereby deems it appropriate to delegate to the Executive Director of the Agency the power to approve the exhibits for the final Agreement after today's date; and,

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

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

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

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

Section 3: That the Executive Director of the Agency is hereby authorized to finalize the exhibits to the Agreement and thereafter sign and enter into the Type 2 Participation Program Agreement with Boise Caddis, LLC, and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the June 10, 2019, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on June 10, 2019. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on June 10, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Dana Zuckerman, Chair

ATTEST:

BY: _____
David Bieter, Secretary



TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

CAPITAL CITY DEVELOPMENT CORPORATION

AND

BOISE CADDIS, LLC

TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

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

RECITALS

- A. CCDC is an urban renewal agency created by and existing pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Project Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the "Act").
- B. Participant owns or controls certain real property addressed as 200 West Myrtle Street, Boise, Idaho (the "Project Site"), which is more accurately described and depicted on attached **Exhibit A**.
- C. Participant plans to construct on the Project Site a mixed use building consisting of approximately 173 rental apartments, indoor and outdoor community amenities, 4,000 SF of ground floor retail, and a 394 space structured parking garage (collectively, the "Project"). The Project is visually depicted on attached **Exhibit B**.
- D. The CCDC Board of Commissioners has adopted the CCDC Participation Program Policy wherein CCDC can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area (the "Eligible Expenses").
- E. As part of the Project, Participant intends to: construct streetscapes on 3rd, 2nd, and Myrtle Streets; underground utility lines in the alley; pave the alley; install public art,

and perform necessary patch work on Broad Street (the “Eligible Expenses”). The Eligible Expenses are visually depicted on the Public Improvement Plans on attached **Exhibit C**.

- F. The Project is located in the River Myrtle-Old Boise Urban Renewal District (“RM District”) as defined by River-Myrtle Old Boise Plan (the “Plan”). The Project will contribute to enhancing and revitalizing the RM District.
- G. After deeming it appropriate and in the best interest of the public to assist the development of the Project to achieve the objectives set forth in the Plan, CCDC has negotiated the terms and conditions of participation in the Project as governed by the Participation Program and the Act.
- H. Subject to the terms and conditions as set forth in this Agreement, CCDC agrees to reimburse Participant for the construction of Eligible Expenses, the cost estimates for which are attached on **Exhibit D**.

AGREEMENT

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

I. EFFECTIVE DATE AND TERM

The “Effective Date” of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). This Agreement shall commence on the Effective Date and shall continue until all obligations of each Party are complete or until the termination of the RM District on September 30, 2025, whichever comes first. Participant must reach Completion of the Project and the Public Improvements by January 1, 2022. If Completion has not been reached by that date, CCDC may, in its sole discretion, deem Participant to be in default and, subject to Section V below, terminate this Agreement without penalty. A single one hundred eighty (180) day extension to the January 1, 2022, construction completion deadline may be granted upon written approval by CCDC.

“Completion” shall mean that Participant has received a final Certificate of Occupancy from the City of Boise.

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement

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

B. Parties to This Agreement

1. CCDC

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

2. Participant

Participant is Boise Caddis, LLC, a Michigan limited liability company. The principal address of Participant is 1038 Trowbridge Road, East Lansing, Michigan 48823. "Participant," as used herein, includes Boise Caddis, LLC and any permitted nominee, assignee, or successor in interest as herein provided. Participant qualifies as an "owner participant" or "participant" as those terms are used in the Plan.

C. The Project

The term "Project" as used herein shall mean the project constructed by Participant upon the Site, as depicted in Exhibit B.

The current total assessed value of the Site, as determined by the Ada County Assessor, is One Million Nine Hundred Ninety-Four Thousand Three Hundred Dollars (\$1,994,300.00) for tax year 2018.

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be Thirty One Million Dollars (\$31,000,000) (the "Estimated Value"), which excludes the value of the parking structure which will be sold to Ada County, and therefore, not subject to an assessment for property taxes.

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

D. Participation Program

Based on the Participation Program Type 2 Scorecard, CCDC has determined that the Project is a Level A Project. As a Level A Project, Participant is eligible to receive 80% of the tax increment the project generates as reimbursement for Eligible Expenses over a period up to four (4) years until the Actual Eligible Expenses have been repaid, limited to the not to exceed amount indicated in Section III E.

No payments will be made after the RM district has terminated (last payment in September 2025). The final payment will continue to be based off of the annual tax increment received for that reimbursement year

If Participant materially changes the Project contemplated in the application submitted to CCDC on February 22, 2019 (the "Application"), and those changes produce a change to the Project's Scorecard (attached as **Exhibit E**), CCDC reserves the right to re-evaluate the Project and determine which Level the Project meets, which could impact the reimbursement. Depending on the changes made by Participant to the Project, CCDC may find the Project is no longer eligible for assistance under the Participation Program.

III. IMPROVEMENT OF THE SITE AND CCDC'S PARTICIPATION

A. Cost of Construction

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

B. CCDC, City, and Other Governmental Entity Permits

Participant shall, at Participant's own expense, secure any and all permits and approvals for the Project (including the Public Improvements) which may be required by CCDC, City, or any other governmental entity ("Approving Entities") relative to Project construction and operation. The Public Improvements shall be designed, constructed, and installed in compliance with the requirements of all the Approving Entities.

Participant shall keep CCDC advised of the approval process for all permits and approvals and advise CCDC immediately if any action or inaction by the Approving Entities will affect the scope and purpose of this Agreement.

Any failure by Participant to secure required permits and approvals, including but not limited to compliance with any and all applicable City ordinances, not cured within applicable cure periods shall constitute a default under this Agreement, with CCDC reserving any of its rights and remedies under this Agreement concerning default.

C. Public Improvements

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

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

D. Construction of Public Improvements

Upon CCDC's request, CCDC shall have the right and the opportunity to review Participant's construction plans, budgets, and bids for the Public Improvements (collectively the "Public Improvement Construction Documents"). Participant will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Public Improvements are constructed consistent with the Public Improvement Construction Documents and are undertaken in a reasonable manner. Participant shall

be presumed to have utilized commercially reasonable contracting, budgeting, and bidding practices if its general contractor solicits or solicited at least three (3) competitive bids for the Public Improvements and such work is not performed by an affiliate or subsidiary of Participant. Upon request, Participant shall provide CCDC copies of any bids received.

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

E. Estimated Eligible Expenses

Participant has estimated the cost of the Public Improvements to be One Million One Hundred Twenty-Two Thousand Three Hundred Thirty-Three and 51/100 Dollars (\$1,122,333.51) (the "Estimated Eligible Expenses"). Attached hereto as **Exhibit D** is a schedule of Estimated Eligible Expenses. This Estimate of Eligible Expenses shall serve as the Not-to-Exceed amount for CCDC's reimbursement obligation.

F. Determining Actual Costs / Eligible Expenses / Reimbursement Amount

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

Participant shall provide appropriate documentation ("Cost Documentation") to CCDC that Participant has expended funds for Eligible Expenses in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to CCDC that construction of the Project is complete and shall include:

1. Evidence of Completion such as a certificate of occupancy for the Project or other notice from City acknowledging the construction of the Project and Public Improvements are complete.
2. Recorded easements with appropriate governing body for public improvements constructed outside of the right of way. Areas requiring easements are set forth in **Exhibit G**. A draft easement is attached as **Exhibit H**.
3. Schedule of values that includes line items for the Public Improvements approved by CCDC for reimbursement so they are identifiable and separate from other line items ("Schedule of Values").
4. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of Eligible Expense item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Public Improvements relative to the amount used for the Project.

5. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation as requested by CCDC.
6. A signed and notarized letter from Participant attesting that all materials used for the construction of the Public Improvements have been paid for, that contractors and subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
7. Additional documentation or clarifications may be required and requested by CCDC.
8. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way or easement area.

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

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

Following CCDC's verification of the Cost Documentation and determination of the actual costs to construct the Public Improvements (the "Actual Costs"), CCDC shall notify Participant of the amount CCDC will reimburse Participant for the Public Improvements (the "CCDC Reimbursement"). **The CCDC Reimbursement shall be the lesser of the Actual Costs or the Estimated Eligible Expenses.**

G. Reimbursement Schedule

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

The CCDC Reimbursement is paid using actual tax increment revenue generated by the Project and received by CCDC. The Reimbursement shall be paid upon completion of the Project. **The reimbursement term will be impacted by Project's completion date.**

CCDC has no authority or control of the Ada County Assessor's property tax assessments. In general, though exceptions exist for periodic adjustments to the

property tax rolls, the value of new construction activity occurring during a given calendar year that is completed by December 31 of that year will be added to the property tax rolls as of January 1 of the subsequent year. Tax assessments on that value will be paid by Participant and collected during the following fiscal year for Ada County.¹ This circumstance reflects a full-year value on the Primary Roll. Property tax payments are due in December and June for the Primary Roll.

The year in which a project is completed is called the “Occupancy Year” and reflects a prorated value on the Subsequent Roll. This value will be assessed at the end of November, and will be prorated for months of occupancy in that year. Property tax payments are due in January and June for the Subsequent Roll.

This project qualifies to receive reimbursement based upon the Occupancy Year assessment because its Eligible Expenses would not otherwise be reimbursed during the remaining life of the RM district.

The reimbursement shall be issued no later than September 30 of the year in which CCDC receives tax increment for the Occupancy year

The anticipated timeline for this project is as follows:

Reimbursement	Project Completion	Assessment Type	Assessment	Taxes Due	Reimbursement Paid
#1	July 2021	Occupancy Year - Subsequent Roll	November 2021	Jan. 2022 & June 2022	September 2022
#2	NA	Primary Roll	January 2022	Dec. 2022 & June 2023	September 2023
#3	NA	Primary Roll	January 2023	Dec. 2023 & June 2024	September 2024
#4	NA	Primary Roll	January 2024	Dec. 2024 & June 2025	September 2025

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

Estimated Assessed Full Value*	\$25,000,000
2018 Assessed Value	-\$1,995,000
Subtotal	\$23,005,000
X Levy Rate (0.013)	\$300,000
X 80% (Level A Reimbursement Rate)	\$245,000

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

Estimated Reimbursement Payments

1) September 2022	\$122,000**
2) September 2023	\$245,000
3) September 2024	\$245,000
4) September 2025	\$245,000
Total	\$857,000

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

*** 2022 Reimbursement Estimate is based off of a partial value for the occupancy year in 2021, and is 50% of the estimated full value.*

Participant anticipates that redevelopment of the Site shall result in sufficient increases to its assessed value to allow CCDC to reimburse Participant during the Reimbursement Period. **If the CCDC Reimbursement is not fully reimbursed by the four annual payments as further limited by the Termination Date of the Plan, CCDC will not be obligated to make any additional payments.**

It is the specific intent of the Parties that the CCDC Reimbursement shall be paid from the tax increment monies, if any, which are paid to CCDC as a direct result of the Project constructed on the Site. CCDC's payment obligations hereunder shall not constitute a general obligation or debt of CCDC, the State of Idaho, or any of its political subdivisions or give rise to a charge against their general credit or taxing powers to be payable out of any funds or properties other than the 80% of the tax increment generated by the Project during the Reimbursement Period.

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

H. CCDC Reimbursement Assignable

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

I. Subordination of Reimbursement Obligations

The Parties agree this Agreement does not provide Participant with a security interest in any CCDC revenues for the District or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50,

Chapter 29 of the Idaho Code) or any revenue from CCDC's parking garages. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations that have committed or in the future commit available CCDC revenues, including but not limited to revenue from any Revenue Allocation Area or any revenue from CCDC's parking garages, and may be subject to consent and approval by CCDC lenders.

J. Indemnification

Participant shall indemnify and hold CCDC and its officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as "Claim"), which may be imposed upon or incurred by or asserted against CCDC or its officers, agents, and employees relating to the construction or design of the Public Improvements or otherwise arising out of Participant's negligent or tortious actions or inactions.

In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from CCDC shall, at Participant's expense, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees.

The indemnification provisions set forth herein are intended to, and shall, survive the termination or completion of this Agreement.

K. Insurance

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

1. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC as additional insured.
2. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. Participant shall **not** utilize occupational accident or health

insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

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

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

L. Antidiscrimination During Construction

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

M. Maintenance

Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Public Improvements and that no agreement has been reached with CCDC, City, or other governmental entity to accept any maintenance obligations for the Public Improvements in the right of way or an easement area. Participant is required to assume maintenance and operations responsibility for the public improvements in the easement areas shown in **Exhibit G**. Public improvements maintained by the property owner must be maintained at an equivalent standard as those improvements in the right-of-way. CCDC or City may enforce maintenance standards as needed.

IV. USE OF THE SITE, COMPLIANCE WITH LAW, PAYMENT OF TAXES

A. Use of the Site

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

B. Local, State and Federal Laws

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

C. Taxes

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

1. Taxes Generally

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

2. Tax Appeals/ Exemptions

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

3. Delinquent or Reduced Taxes

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

V. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

In the event that a dispute arises between CCDC and Participant regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such

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

B. Legal Actions

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

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

C. Rights and Remedies Are Cumulative

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

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

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

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

B. Conflicts of Interest

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

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

C. Non-Liability of CCDC Officials and Employees

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

D. Successors and Assigns

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

E. Attorney Fees and Costs

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

F. Severability

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

G. Headings

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

H. Counterparts

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

I. Forced Delay; Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; lack of materials or labor at commercially reasonable prices or in commercially reasonable quantities; governmental restrictions or priority; litigation; unusually severe weather; acts of another party; environmental analysis, or removal of hazardous or toxic substances; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act by CCDC shall not excuse performance by CCDC); or any other causes beyond the control or without the fault of

the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause, if notice is delivered by the Party claiming such extension no later than forty-five (45) days after the commencement of the cause. If, however, notice by the Party claiming such extension is sent to the other Party more than forty-five (45) days after the commencement of the cause, the period shall commence to run only forty-five (45) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by CCDC and Participant.

J. Inspection of Books and Records

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

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

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

K. Promotion of Project

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

VII. AMENDMENTS TO THIS AGREEMENT; WAIVERS

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

VIII. ENTIRE AGREEMENT

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

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

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

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

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

Capital City Development Corporation (“CCDC”)

Date

John Brunelle, Executive Director

Boise Caddis LLC, a Michigan Limited Liability Company (“Participant”)

Date

Kevin McGraw, Manager

Exhibit A

Legal Description

The Land referred to herein below is situated in the County of Ada, State of ID, and is described as follows:

PARCEL I

LOTS 3, 4 AND 5 IN BLOCK 6 OF CENTRAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 7, RECORDS OF ADA COUNTY, IDAHO;

AND

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 10, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE BOISE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 6, CENTRAL SUBDIVISION FILED IN BOOK 1 OF PLATS AT PAGE 7; THENCE

NORTH 34°54' EAST 165.2 FEET TO A STAKE BEING THE PLACE OF BEGINNING ON THE WEST LINE OF 2ND STREET; THENCE

NORTH 34°54' EAST 39.8 FEET TO A STAKE; THENCE

NORTH 55°06' WEST 34.5 FEET; THENCE

SOUTH 5°44' EAST 52.8 FEET TO A STAKE, THE PLACE OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY SQUARING UP AND COMPLETING FRACTIONAL LOTS 3 AND 4 IN BLOCK 6 OF CENTRAL SUBDIVISION.

PARCEL II

LOTS 6, 7, 8, 9 AND 10 IN BLOCK 6 OF CENTRAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 7, RECORDS OF ADA COUNTY, IDAHO.

PARCEL III

LOTS 11, 12, 13, 14 AND 15 IN BLOCK 6 OF CENTRAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 7, RECORDS OF ADA COUNTY, IDAHO.

PARCEL IV

LOT 16 AND THE SOUTH HALF OF LOT 17 IN BLOCK 6 OF CENTRAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 7, RECORDS OF ADA COUNTY, IDAHO.

PARCEL V:

LOTS 1 AND 2 IN BLOCK 6 OF CENTRAL SUBDIVISION TO BOISE CITY, IDAHO, ACCORDING TO THE PLAT THEREOF

FILED IN BOOK 1 OF PLATS AT PAGE 7, RECORDS OF ADA COUNTY, IDAHO, EXCEPTING ALL OF SAID LOTS 1 AND 2 IN BLOCK 6 LYING EASTERLY OF A LINE PARALLEL TO AND 78 FEET EASTERLY FROM THE WESTERLY LINE OF SAID LOT 1 AND 2.

ALSO THAT PART OF THE TRACT OF GROUND DESCRIBED AS TAX NO. 2, ADJACENT TO BLOCK NO. 6 OF CENTRAL SUBDIVISION TO BOISE CITY, IDAHO, LYING WESTERLY OF A LINE PARALLEL TO AND 64 FEET WESTERLY FROM THE EASTERLY LINE OF SECOND STREET IN BOISE, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 6 IN CENTRAL SUBDIVISION; THENCE

NORTH 34°54' EAST A DISTANCE OF 205 FEET TO THE REAL PLACE OF BEGINNING; THENCE

NORTH 34°54' EAST A DISTANCE OF 55 FEET; THENCE

NORTH 55°06' WEST A DISTANCE OF 81.3 FEET; THENCE

SOUTH 5°44' EAST A DISTANCE OF 72.1 FEET; THENCE

SOUTH 55°06' EAST A DISTANCE OF 34.5 FEET TO THE WEST LINE OF SECOND STREET AND THE PLACE OF BEGINNING.

PARCEL VI:

LOTS 1 AND 2, EXCEPT THE WEST 78 FEET THEREOF IN BLOCK 6 OF CENTRAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED IN BOOK 1 OF PLATS AT PAGE 7, RECORDS OF ADA COUNTY, IDAHO.

ALSO THE EAST 64 FEET OF THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 6 IN CENTRAL SUBDIVISION; THENCE

NORTH 34°54' EAST A DISTANCE OF 205 FEET TO THE REAL PLACE OF BEGINNING; THENCE

NORTH 34°54' EAST A DISTANCE OF 55 FEET; THENCE

NORTH 55°06' WEST A DISTANCE OF 81.3 FEET; THENCE

SOUTH 5°44' EAST A DISTANCE OF 72.1 FEET; THENCE

SOUTH 55°06' EAST A DISTANCE OF 34.5 FEET TO THE WEST LINE OF SECOND STREET AND THE PLACE OF BEGINNING.

Depiction of Project Site

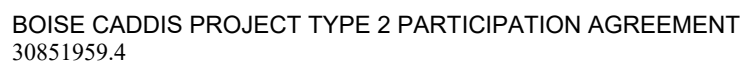


Exhibit B

Project Depiction and Renderings



Public Improvement Plans and Renderings



Exhibit C (continued)

Public Improvement Plans and Renderings

3rd Street Improvements



2nd and Broad Street Improvements



Exhibit D
Schedule of Eligible Expenses Estimate
Page 1 of 3

5/22/2019

CCDC Participation Program					
Type 2 Eligible Costs Application Form					
Actual Eligible Costs To Be Determined by CCDC					
Project Name: 3rd & Myrtle		Plan Date:		By:	
STREETSCAPE: (In right-of-way)					
#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
SITE PREPARATION:					
1	Surface demolition	0	0	1	\$ 45,000.00
2	Asphalt demolition	0	0	0	
3	Curb and gutter demolition	0	0	0	\$ 7,099.75
4	Saw cut	0	0	0	
5	Replace subbase	0	0	0	\$ 2,764.50
6	Stand alone tree removal	1	0	0	\$ 10,000.00
SIDEWALK WORK:					
7	Scored concrete sidewalk	0	0	0	\$ 38,895.00
8	Concrete Plank Pavers	0	0	0	\$ 61,625.00
9	Pedestrian ramp	0	0	0	
10	Truncated dome	0	0	0	\$ 2,370.00
11	Lawn parkway	0	0	0	\$ 139,841.00
12	Irrigation	0	0	0	
OTHER:					
13	Asphalt repair	0	0	0	
14	Concrete curb cut	0	0	0	
15	Vertical curb and gutter (6")	0	0	0	\$ 19,300.00
16	Meyers cabinet	0	0	0	
17	Water meter	0	0	0	
SITUATIONAL FURNISHINGS:					
18	Street trees	0	0	0	
19	Additional Landscape Planting	0	0	0	\$ 12,115.00
20	Trench drain cover	0	0	0	
21	Historic street light	0	0	0	\$ 32,000.00
22	Pedestrian Light Fixtures	0	0	0	\$ 50,000.00
23	Bike rack	0	0	0	\$ 7,500.00
24	Litter receptacle	0	0	0	\$ 9,900.00
25	Pre-cast Planter	0	0	0	\$ -
OTHER:					
26	Precast Seating Elements	0	0	0	\$ 115,317.42
27	Sculptural Art	0	0	0	\$ 100,275.49
28	Site Furnishing- Moveable tables and chairs	0	0	0	\$ 25,000.00
29	Benches as per City of Boise	0	0	0	\$ 9,900.00
Total Streetscape Costs:					\$ 688,903.16

Exhibit D
Schedule of Eligible Expenses Estimate
Page 2 of 3

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

INFRASTRUCTURE & UTILITIES: (In right-of-way)				
	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
STORM WATER MITIGATION:				
30 Surface demo		0	0	\$ 3,680.00
31 Surface prep		0	0	\$ 18,750.00
32 Finish materials		0	0	
UTILITIES:				
33 Power line (new/relocation/extension)		0	0	\$ 100,000.00
34 Water line (new/relocation/extension)		0	0	\$ 31,300.00
35 Sewer line (new/relocation/extension)		0	0	\$ 33,570.00
36 Geothermal Line (new/relocation/extension)		0	0	
37 Natural gas line (new/relocation/extension)		0	0	\$ 15,000.00
38 Phone line (new/relocation/extension)		0	0	
39 Fiber line (new/relocation/extension)		0	0	\$ 15,000.00
40 ACHD power box relocation		0	0	
STREET:				
41 Asphalt demolition		0	0	
42 Road sub-base and prep		0	0	
43 Asphalt paving		0	0	\$ 6,000.00
PATH:				
44 Surface demolition		0	0	
45 Surface prep		0	0	
46 Paving material		0	0	
ALLEY:				
47 Asphalt demolition		0	0	\$ 7,064.61
48 Alley sub-base and prep		0	0	\$ 31,153.18
49 Concrete paving		0	0	\$ 25,110.00
50 Permeable Pavers		0	0	\$ 28,572.25
PLAZA:				
51 Surface demolition		0	0	
52 Surface prep		0	0	
53 Paving material		0	0	
OTHER:				
54 Festoon Lighting		0	0	\$ 11,200.00
55 Plaza Signage		0	0	\$ 5,000.00
56		0	0	
Total Infrastructure & Utilities Costs:				\$ 331,400.03

Exhibit D
Schedule of Eligible Expenses Estimate
Page 3 of 3

CCDC Participation Program Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC				
SITE:				
57	Brownfield Environmental Assessment	0	0	
58	Brownfield Environmental Remediation	0	0	
59	Clearance	0	0	
60	Grading	0	0	
61 OTHER:				
62	Final Clean	0	0	
		0	0	
Total Site Costs:			\$	-
Historic Register Building Façade Restoration Costs:				
63	TBD, Qualifying Costs	0	0	\$ -
64	TBD, Qualifying Costs	0	0	\$ -
65	TBD, Qualifying Costs	0	0	\$ -
66	TBD, Qualifying Costs	0	0	\$ -
Total Façade Restoration Costs:			\$	-
TOTAL ELIGIBLE COSTS:			\$	1,020,303.19
10% Contingency			\$	102,030.32
TOTAL ELIGIBLE COSTS WITH CONTINGENCY:			\$	1,122,333.51
Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.				

Exhibit E Participation Program Scorecard

CCDC PARTICIPATION PROGRAM SCORECARD				
PROJECT NAME: Boise Caddis				
BASED ON PLANS DATED: Jan. 14, 2019				
SCORING				
Level A: 140+ points		Level B: 120-139 points		Level C: 100-119 points
		Requested	Verified	
1	Activate Dormant/Disinvested Sites (1 Only)			
a	reuse of existing building	20		
b	conversion of surface parking	18	18	
c	replace dormant 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	12	
4	Utility Infrastructure (all that apply)			
a	replace or expand geothermal	15		
b	stormwater mitigation	15	15	
c	replace or expand fiber	15		
d	replace or expand power	15	15	
e	replace or expand sewer	15		
f	replace or expand water	15		
5	Connectivity (all that apply)			
a	add a street	20		
b	add a ground level plaza	19	19	
c	add an alley	17	17	
d	add a pathway	15		
e	add or substantially improve a sidewalk	10	10	
6	Compact Development (1 Only)			
a	4.0 to 5.0+ FAR	10	10	
b	3.0 to 3.9 FAR	9		
c	2.0 to 2.9 FAR	8		
d	1.0 to 1.9 FAR	7		
e	0.5 to 0.9 FAR	6		
7	Parking Placement & Design (1 Only)			
a	structured parking below grade	20		
b	structured parking above grade	18	18	
c	no surface parking	15		
d	parking location is to rear or interior of building	10		
e	parking is screened by wall, fence, sunken	8		
8	Targeted Uses (1 Only)			
a	Affordable Housing	10		
b	Mixed-income/Workforce housing	10		
c	technology	10		
d	corporate HQ	10		
e	education	10		
f	artisan	10		
g	light manufacturing/assembly	10		
9	Walkability (all that apply)			
a	=/> 70% of sidewalk/setback is abutted by ground floor building face	20		
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	15	
e	=/> 75% ground floor frontage has functional awnings (30% res)	10		
f	public art element	5	5	
10	Sustainable Building (1 Only)			
a	Living Building Certification	10		
b	LEED platinum or equivalent	8		
c	LEED gold or equivalent	7		
d	LEED silver or equivalent	6		
e	Connect to and use of geothermal system	5		
f	LEED Certified or using Boise City Green Building Code	5		
g	energy star cert	4		
TOTAL SCORE		Level A	154	

Exhibit F

Confirmation of Reimbursement (Draft)

CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE

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

WITNESSETH:

1. CCDC Contribution

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

2. Payment Schedule

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

CCDC shall make a total of four (4) "Annual Payments". The amounts of the Annual Payments shall be determined based on the tax increment proceeds paid by Participant and received by CCDC from the value added to the Site over and above the 2018 tax year assessed value of the Site upon Final Completion of the project and starting at Occupancy valuation year. The 2018 tax year assessed value of the Site, as determined by the Ada County Assessor is \$_____.

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

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

Third Annual Payment – Due on or before September 30, _____.

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

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

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

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

3. Limitation on Making Payments

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

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

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

CCDC:
CAPITAL CITY DEVELOPMENT CORPORATION

By: _____,
_____, Executive Director

Date

PARTICIPANT:

By: _____
Its: _____

Date

Required Easement Area

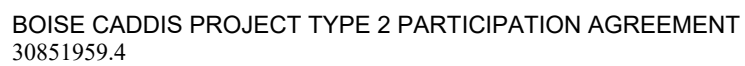


Exhibit H

Easement Agreement (Draft – subject to final approval by City)

After recording, please return to:

150 N. Capitol Boulevard
P.O. Box 500
Boise, Idaho 83701-0500

[FOR RECORDER'S USE ONLY]

EASEMENT AGREEMENT

This Easement Agreement (“**Agreement**”) is made this ____ day of _____, 2019, by and between BOISE CADDIS, LLC, a Michigan limited liability company (“**CADDIS**”), and the City of Boise, an Idaho municipal corporation (“**CITY**”). CADDIS and CITY each may be individually referred to hereinafter as a “**Party**,” or together as the “**Parties**”.

Recitals

A. CADDIS is the owner in fee simple of: (a) certain real property located at the northeast corner of the intersection of S 2nd Street and W Broad Street, in the City of Boise, County of Ada, State of Idaho, with County Tax Assessor’s Nos. R1343000446 and R1343000431, consisting of approximately 7,797 square feet (0.179 acres); (b) certain real property located at the northeast corner of the intersection of W Myrtle Street and S 3rd Street, in the City of Boise, County of Ada, State of Idaho, with County Tax Assessor’s No. R1343000506, R1343000516, R1343000521, R1343000526, and R1343000536, consisting of approximately 23,522 square feet (0.54 acres); and (c) certain real property located at the northwest corner of the intersection of W Myrtle Street and S 2nd Street, in the City of Boise, County of Ada, State of Idaho, with County Tax Assessor’s Nos. R1343000471 and R1343000461 consisting of approximately 28,750 square feet (0.66 acres), all as more specifically described in Exhibit “A” attached hereto and incorporated herein (collectively, the “**Property**”).

B. Pursuant to the terms of a Type 2 General Assistance Participation Agreement between CADDIS and Capital City Development Corporation (“**CCDC**” and the “**Participation Agreement**”), CADDIS is coordinating with CCDC to fund, design, create and install certain public improvements within certain publicly-owned or publicly-controlled property on or adjacent to the Property, as more particularly depicted on the Public Improvement Plans attached as Exhibit “B” hereto and incorporated herein (the “**Public Improvement Areas**”), which include: streetscapes on 3rd, 2nd, and Myrtle Streets; underground utility lines in the alley; paving the alley; installing public art, and performing necessary patch work on Broad Street (collectively, the “**Improvements**”).

C. The Parties desire for CADDIS to grant to the CITY, a temporary public easement over, across, and through any Public Improvement Areas that may be located on the Property, for

the purposes of authorizing and allowing the Improvements to remain in place during the term of this Agreement.

D. To memorialize their respective rights and responsibilities, the Parties agreed to enter into this Agreement.

NOW THEREFORE, for and in consideration of the recitals above, which are incorporated into and made a part of this Agreement and are not mere recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties hereby agree as follows:

Agreement

1. Grant of Easement. CADDIS hereby grants to CITY and CITY's successors, assigns, agents, guests, invitees, and to members of the public, a non-exclusive, temporary public easement (the "**Easement**") on, over, across, and through portions of the Property, as specifically described on Exhibit "C" and depicted on Exhibit "D" (the "**Easement Area**"), both of which are attached hereto and incorporated herein by reference, for the purposes described herein and subject to the restrictions contained herein.

2. Easement Term. The Easement granted pursuant to this Agreement shall be in full force and effect as of the date on which the fully executed Agreement is recorded in the official records of Ada County, Idaho (the "**Effective Date**"), and shall remain in full force and effect unless and until the earlier of:

- a. Termination of the Easement by written agreement, signed by both Parties;
- b. Involuntary and complete destruction of the structure CADDIS builds on the Property;
- c. Merger of the dominant and servient estates; or
- d. Exercise of the right of eminent domain by an authorized governmental entity that impacts the property comprising the Easement Area.

The period beginning on the Effective Date and ending as provided above is referred to hereinafter as the "**Easement Term**."

3. Purposes of Easement. Use of the Easement shall be limited to the following:

- a. Public pedestrian pathway, plaza, sidewalk, and pavers, accessible by, and primarily for the use of, the public for pedestrian purposes, at no cost to the public;
- b. Access, ingress, and egress by CITY and those authorized partners, employees, agents, and contractors of CITY or of CCDC, the partner of both CITY and CADDIS in constructing the Improvements within the Easement Area, for the purposes of constructing and installing the Improvements;
- c. Trees, plants, and other landscaping elements;
- d. Tree grates;
- e. Art and artistic elements;
- f. Lighting; and

- g. Benches.

4. Additional Rights of CITY. CADDIS expressly grants CITY the right, either by itself or by authority conferred upon CCDC by CITY, to enter into contracts with third parties to perform and supervise design, construction, and installation of the Improvements, pursuant to this Agreement, to the extent not constructed by CADDIS. Any Improvements not constructed by CADDIS and that the CITY desires to construct within the Easement Area shall be subject to the prior written approval of CADDIS.

5. Maintenance and Repair.

a. Except for damages caused by CITY or by any officer, employee, agent, partner, contractor, or invitee of CITY, CADDIS shall be responsible, at its sole cost and expense, to maintain and repair the Improvements and the Easement Area, in accordance with the purposes set forth in this Agreement.

b. The Improvements and the Easement Area shall be maintained in substantially the same condition as they exist following their installation and construction, pursuant to the “**Maintenance Standards**” contained in Exhibit “E”.

c. If, in CITY’s opinion, CADDIS fails to maintain the Improvements and the Easement Area in substantially the same condition in which they exist at the time their installation and construction is complete, or if CADDIS fails to comply with the Maintenance Standards, CITY shall have the right, but not the responsibility, obligation, or duty, to enter upon the Easement Area, itself or using agents, partners, or contractors, and to maintain and repair the Improvements and the Easement Area as it sees fit. This right to enter and maintain shall not require the notice and cure period otherwise required by Section 17 of this Agreement, but CITY shall exercise reasonable efforts to provide prior notice to CADDIS prior to any such entry or repair or maintenance work.

6. Rights Retained by CADDIS. In granting this Easement, CADDIS expressly retains all rights not expressly granted to or conferred upon CITY. CADDIS’ retained rights include, but are not limited to, the right and authority to:

- a. Trespass or eject persons from within the Easement Area;
- b. Enter upon the Easement Area;
- c. Authorize employees, agents, and contractors to enter upon the Easement Area;
- d. Construct, utilize, and maintain storm drains, storm water retention devices and other utility facilities on, in, and under the Easement Area; and
- e. Do or perform any other legal task or action within the Easement Area that does not frustrate the purpose of this Easement or unreasonably impair or interfere with CITY’s rights with regard to the Easement.

7. Intentionally deleted.

8. CADDIS' Warranties to CITY. CADDIS covenants and warrants to CITY that:

- a.** CADDIS is the owner in fee simple of the Property;
- b.** CADDIS is rightfully seized and possessed of the Property, including the Easement Area, and has the right and authority to enter into this Agreement and to grant this Easement;
- c.** CITY and its successors, assigns, agents, guests, and invitees, and the public, shall enjoy the peaceful and quiet enjoyment of the Easement Area at all times during the Easement Term.

9. Non-exclusivity. CITY's right to use the Easement Area is not exclusive. CADDIS and its successors, assigns, agents, guests, and invitees shall have the right to use the Easement Area for all purposes that do not unreasonably interfere with the use of the Easement Area by CITY and CITY's successors, assigns, agents, guests, and invitees, and by the public, pursuant to, and subject to, the terms of this Agreement.

10. Assignment. CITY may assign the Easement granted by this Agreement, and the rights and responsibilities conferred herein, to another public body or municipal authority, subject to CADDIS' written approval, which approval shall not be unreasonably delayed, conditioned, or denied by CADDIS. Prior to approving an assignment, CADDIS may require the assignee to execute and deliver to CADDIS an acknowledgment and acceptance of the rights granted and responsibilities contained in this Agreement.

11. Temporary Easement. From and after the Effective Date, and continuing for the duration of the Easement Term:

- a.** The Easement shall be a servitude running with Property;
- b.** All provisions of this Agreement, including all benefits and burdens, shall be binding upon and inure to the benefit, obligation, and use of the successors, assigns, agents, guests, and invitees of each of the respective Parties; and
- c.** This Agreement shall bind all persons and entities claiming an interest in the Property by, through, or under CADDIS, regardless of actual notice or whether or not the deed of transfer specifically references that the transfer or lease of ownership of Property is subject to this Agreement.

12. Property Taxes. CITY shall not be responsible for any property taxes or assessments, if any, applicable to the Property, including (without limitation) those associated with the Easement Area.

13. Mutual Indemnification.

- a.** CITY covenants and agrees to defend, indemnify, and hold harmless CADDIS and its partners, officers, employees, agents, successors, and assigns, from any and all claims, demands, liabilities, causes of action, costs, or expenses (including reasonable attorney's fees, which shall be paid as incurred) of whatever nature lodged or prosecuted against CADDIS with respect to any injuries, damages, losses, or expenses

caused by or resulting from the tortious act, or failure to act, of CITY or CITY's officers, employees, contractors, agents, successors, or assigns.

b. CADDIS covenants and agrees to defend, indemnify, and hold harmless CITY and its officers, employees, agents, successors, and assigns, from any and all claims, demands, liabilities, causes of action, costs, or expenses (including reasonable attorney's fees, which shall be paid as incurred) of whatever nature lodged or prosecuted against CITY with respect to any injuries, damages, losses, or expenses caused by or resulting from the tortious act, or failure to act, of CADDIS or CADDIS' partners, officers, employees, agents, contractors, successors, or assigns.

14. Immunities Preserved. Nothing in this Agreement is intended, nor shall it be interpreted, to restrict CADDIS or CITY from availing themselves of the protections offered by applicable laws affording any immunity or defense, including (but not limited to) the limitation of landowner liability afforded by so-called Recreational Immunity statutes or by the limitations contained in the Idaho Tort Claims Act.

15. Modification. To be valid and effective, all subsequent modifications to, or amendments of, this Agreement must be evidenced in writing and signed by a duly authorized representative of each Party or the respective Parties' successor or assign. Any and all verbal, oral, or unsigned attempted modifications to this Agreement shall not be binding on either Party. Every modification and amendment shall be recorded as set forth herein.

16. Joint and Several. In the event either Party is comprised of more than one (1) person, all obligations of said Party shall be joint and several on all officers, members, partners, associates, employees, and agents of said Party.

17. Remedies. In the event of a breach or default hereunder by either Party, the non-breaching or non-defaulting Party shall give written notice of such breach or default to the breaching or defaulting Party, which shall have ten (10) business days to cure such breach or default. The non-breaching or non-defaulting Party shall have all remedies available at law or in equity, including the availability of injunctive relief and the enforcement of specific performance of this Agreement. If either Party seeks to enforce any of the provisions of this Agreement, then the prevailing Party shall be entitled to recover the prevailing Party's costs incurred thereon, including reasonable attorneys' fees and costs, both as to trial and on appeal, and regardless of whether such enforcement proceeds to trial.

18. Waiver. No waiver of any provision of this Agreement by either Party, and no consent to any departure from the terms, conditions, rights, and responsibilities of this Agreement given by either Party, shall be effective unless the waiver or consent is in writing and signed by a duly authorized representative of the Party granting the waiver or consent, or by the granting Party's successor or assign. Any waiver or consent so given is effective only as to the specific instance and for the specific limited purpose provided therein.

19. Jurisdiction; Venue. This Agreement and the Easement granted hereby shall be construed and enforced in accordance with the constitution and statutes of the state of Idaho. Venue shall be proper in the Fourth District Court of the state of Idaho, in and for Ada County.

20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

21. Recordation. This Agreement, and any subsequent duly-executed modifications of this Agreement, shall be recorded in the official records of Ada County, Idaho.

22. Notices. Any notice or demand required by or made pursuant to this Agreement, including notice of a change in address, shall be in writing and personally delivered or mailed by First Class U.S. Mail, postage pre-paid, to the appropriate Party's address (below), or to such other address as a Party shall have last designated by notice, in writing, to the other Party, as provided herein.

Addresses for the respective Parties:

CADDIS:

River Caddis Development, LLC
ATTN: Kevin T. McGraw
1038 Trowbridge Road
Lansing, Michigan 488233

with a copy to:

Honigman LLP
ATTN: Steven J. Rypma
650 Trade Centre Way, Suite 200
Kalamazoo, Michigan 49002-0402

CITY:

Boise City
P.O. Box 500, 150 S. Capitol Blvd.
Boise, Idaho 83701-0500

with a copy to:

Boise City Attorney's Office
ATTN: _____
P.O. Box 500
Boise, Idaho 83701-0500

Notice shall be deemed delivered on the date actually received or two (2) days after mailing, whichever is first.

23. Authority. The persons executing this Agreement on behalf of each of the respective Parties do hereby warrant and certify, by execution hereof, that they are duly authorized to sign this Agreement.

24. No Violation of Other Agreements. Each Party, for itself, warrants and certifies that its execution of this Agreement does not violate any other agreement to which such Party is bound.

25. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and no warranties, agreements, or representations have been made or shall be binding upon either Party unless herein set forth.

26. Exhibits. All exhibits referenced in this Agreement are attached hereto and incorporated herein as though set forth in full.

27. Agreement Construction. Each of the Parties to this Agreement has been represented by legal counsel, or has had the opportunity to consult legal counsel, in the course of negotiating and preparing this Agreement. Accordingly, in all cases, the language of this

Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either Party, regardless of which Party caused its preparation.

28. Force Majeure.

a. For purposes of this Agreement, an “**Event of Force Majeure**” is any one (1) or more of the following events or circumstances that are beyond the control of, and without the fault or negligence of, the affected Party, and which, by the exercise of reasonable diligence, the affected Party was unable to prevent:

i. Earthquake, flood, fire, hurricane, tornado, or other physical natural disaster (excluding any weather condition not specified herein); or

ii. Act of riot, war (declared or undeclared), invasion, insurrection, or terrorism; or

iii. Labor dispute, strike, or lockout.

b. Except as otherwise provided herein, a Party shall not be responsible for any failure to timely perform its obligations under this Agreement, if such Party is prevented or delayed in performing any obligation by an Event of Force Majeure.

c. If a Party asserts an Event of Force Majeure as a reason for any performance failure or delay, that Party shall:

i. Notify the other Party, in writing, of the delay or non-performance;

ii. Use reasonable efforts to mitigate the effect the Event of Force Majeure has on the Party’s ability to fulfill its obligations hereunder; and

iii. As soon as reasonably practicable following the Event of Force Majeure, re-commence the full and timely performance of its obligations under this Agreement.

29. No Third-party Beneficiaries. No third-party beneficiaries are intended by this Agreement, and none are created hereby.

30. Paragraph Headings. The headings included in the several paragraphs of this Agreement are for reference purposes and for the ease of the reader and shall not affect the meaning or interpretation of this Agreement.

31. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the violating provision shall be excised or stricken, and all remaining provisions shall remain valid, binding, and enforceable.

IN WITNESS WHEREOF, each Party executed this Agreement, the day, month, and year first written.

[SIGNATURES FOLLOW ON NEXT PAGES]

FOR CADDIS:

BOISE CADDIS, LLC, a Michigan limited liability company

By: _____
Kevin T. McGraw, Manager

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2019, before me, a Notary Public in and for the state of _____, personally appeared Kevin T. McGraw, known to me to be the Manager of Boise Caddis, LLC, a Michigan limited liability company, who executed the within instrument, and acknowledged to me that he executed the same on behalf of Boise Caddis, LLC, as its authorized representative.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal, the date first written.

[seal]

Notary Public for _____ [state]
Residing at _____
My Commission Expires: _____

FOR CITY: Boise City, Idaho

Attest:

By: _____
David H. Bieter, Mayor

Lynda Lowry, *Ex-Officio* City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2016, before me, a Notary Public in and for said state, personally appeared David H. Bieter and Lynda Lowry, known to me to be the Mayor and *Ex-Officio* City Clerk, respectively, of Boise City, each of whom executed the within instrument, and acknowledged to me that they executed the same on behalf of the city of Boise City, Idaho, as its authorized representatives.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date first written.

[seal]

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

[EXHIBITS TO BE ATTACHED TO FINAL]



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AGENDA BILL

Agenda Subject: CONSIDER: Approve Resolution 1600 Authorizing Idaho Power Work Order and Payment for 5th & Grove Utility Undergrounding		Date: June 10, 2019
Staff Contact: Matt Edmond	Attachments: 1) Resolution No. 1600	
Action Requested: Adopt Resolution No. 1600 approving an agreement with and payment to Idaho Power for undergrounding overhead power lines on 5 th Street between Front Street and Idaho Street, and south of Grove Street between 3 rd Street and 5 th Street.		

Background:

CCDC is in the process of undergrounding overhead utility lines and installing underground fiber optic conduit bank to facilitate current and future redevelopment along 5th Street and improve telecommunications service in Downtown Boise. This will allow for multistory development to the lot line and installation of full size street trees on the west side of 5th Street between Front Street and Main Street. It will also facilitate redevelopment on the south side of Grove Street between 5th Street and 3rd Street. Due to the amount (\$321,801), the Idaho Power portion of this work requires Board approval. The other project elements are expected to be below the Executive Director's signing authority and will be procured through direct negotiation and/or informal bidding.

Undergrounding the overhead utility lines in the vicinity of 5th and Grove Streets consists of three scopes of work:

- 1) Replacement of overhead primary power lines and pole-mounted electrical equipment with underground primary lines and surface-mounted equipment, and demolition of poles and overhead lines.
- 2) Relocation of telecommunications facilities that are currently collocated on utility poles with overhead power lines. The poles to be removed have Cable One, Syringa, and Zayo facilities collocated on them.
- 3) Installing spare conduit and terminal vaults on 5th Street, as well as a street light at 5th and Grove to replace an existing street light collocated on a utility pole that is to be removed as part of the overhead demolition.

As the publicly regulated electrical utility in the City of Boise, Idaho Power is the only entity that can perform the first scope of work, and requires payment in advance in the amount of \$321,801 to schedule the proposed work. The second scope of work will be performed by contractors for the affected telecommunications companies. The third scope of work will be performed by a combination of Idaho Power's contractor and/or a public works contractor as negotiated by Agency staff. Due to the amounts involved, the second and third scopes do not require formal bidding or board approval.

Fiscal Notes:

The Agency's FY2019 budget includes \$500,000 for utility undergrounding and fiber optic conduit on 5th Street.

Scope #	Item Description	Cost
#1	Idaho Power Work Order #27515172	\$ 321,801
	Staking for Idaho Power (Quadrant)	\$ 3,500
#2	Cable One Undergrounding	\$ 71,705
	Syringa Undergrounding	\$ 20,402
	Zayo/Electric Light Wave Undergrounding	\$ 16,000
#3	Street Light	\$ 5,000
	Spare Conduit, Terminal Vaults	\$ 47,000
#2 & #3	Contingency (30% if non-IPCO work)	\$ 48,032
Total Construction Cost		\$ 533,440

Next Steps:

- July 2019: Idaho Power and telecom companies begin undergrounding work
- August 2019: ACHD contractor (Sun Roc) begins work on Main Street as part of 2019 downtown Boise road work
- Late September 2019: ACHD (Sun Roc) completes downtown Boise road work

Staff Recommendation:

Adopt Resolution No. 1600 approving an agreement with and payment to Idaho Power for undergrounding overhead power lines on 5th Street between Front Street and Idaho Street, and south of Grove Street between 3rd Street and 5th Street.

Suggested Motion:

I move to adopt Resolution No. 1600 approving an agreement with and payment to Idaho Power for undergrounding overhead power lines on 5th Street between Front Street and Idaho Street, and south of Grove Street between 3rd Street and 5th Street.

RESOLUTION NO. 1600

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

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

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

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

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

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

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

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

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

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

WHEREAS, in an effort to improve 5th Street and Grove Street to facilitate future development and streetscape improvements, the electrical transmission lines located along 5th Street between Front Street and Idaho Street and within the alley east of 5th Street between Front Street and Grove Street (the "Project Site") must be undergrounded for public safety reasons with improved aesthetics an additional benefit; and,

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

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

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

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

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

Section 3: That the Executive Director of the Agency is hereby authorized to execute the Service Request Agreement with Idaho Power Company and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by Agency staff and Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from Agency legal counsel that said changes are consistent with the provisions of the Agreement and the

comments and discussions received at the June 10, 2019, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on June 10, 2019. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Board of Commissioners on June 10, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Dana Zuckerman, Chair

ATTEST:

BY: _____
David Bieter, Secretary



CUSTOMER COST QUOTE IDAHO

Customer or Project Name: CAPITAL CITY DEVELOPMENT CORP - N 5TH & N MAIN ST BOISE -OH TO UG

Construction Costs

Net Line Installation Cost	\$66,757
Unusual Conditions	\$118,873
Unusual Conditions	
Unusual Conditions Bank Letter of Credit (Only for over \$10,000)	\$0
Net Unusual Conditions	\$118,873
Net Terminal Facilities Cost	\$0
Total Construction Costs	\$185,630
Other Costs/Credits	
Prepaid Fees (Engineering, Permits & Rights of Way)	\$3,256
Other Charges (Engineering, Permits, Services, Relocation)	\$75
Salvage of facilities Relocation or Removal	\$136,096
Miscellaneous Charges/Adjustments	\$0
Total Other Costs/Credits	\$136,171
Vested Interest	
Vested Interest Charge	\$0
Total Customer Payment Due Prior to Construction Scheduling	\$321,801

Notes:

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

Internal use			Page 1 of 3
Service Request Number:	Work Order Number:	Design Number:	Version:
00421435	27515172	0000131795	002

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

- _____ Customer initials Charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power facilities are not included in this Customer Cost Quote. It is the Customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886
- _____ Customer initials Charges for installation of underground electrical service are not included in this Customer Cost Quote and will be billed to the customer on the first month's power bill after service installation has been completed.
- _____ Customer initials The Customer has received the Underground Residential Conduit Installation brochure/packet or will access the packet available online at:
<https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/UGResConduitInstall.pdf>
- _____ Customer initials **Final Grade:** Customer understands that as of **6/21/2019** the above-named project will be ready for facilities to be installed by Idaho Power. All roadways and cable routes must have all grading and sub grading completed by this date. The project must be properly referenced and have grade stakes installed at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths for Idaho Power facilities. The Customer will be responsible for the total cost of damage to Idaho Power facilities resulting from any subsequent changes in property, any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing property any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground equipment, below-ground equipment, cable, or conduit.
- _____ Customer initials **Unusual Conditions:** As defined in Idaho Power's line installation tariff, Rule H, Unusual Conditions are construction conditions not normally encountered, but which Idaho Power may encounter during construction which impose additional, project-specific costs. These conditions include, but are not limited to: frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging/trenching, boring, nonstandard facilities or construction practices, and other than available voltage requirements. The total cost for all Unusual Conditions, in connection with the work as set forth on this Customer Cost Quote will be based on the actual costs incurred by Idaho Power related to the conditions encountered during performance of the Work. Upon completion of all Work, Idaho Power will refund to Customer any Unusual Conditions amount set forth on this Customer Cost Quote sheet but, not incurred by Idaho Power.

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

Internal use			Page 2 of 3
Service Request Number:	Work Order Number:	Design Number:	Version:
00421435	27515172	0000131795	002

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

Construction Costs available for refund

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

\$0

Total Customer Payment Due

\$321,801

Total Customer Payment Due Prior to Construction Scheduling

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

IDAHO POWER COMPANY
10790 Franklin Rd
Boise, ID 83709

Customer Signature _____

Date _____

Idaho Power Representative

Chad Stumbaugh

Quote Date 5/21/19

Internal use

Page 3 of 3

Service Request Number:

00421435

Work Order Number:

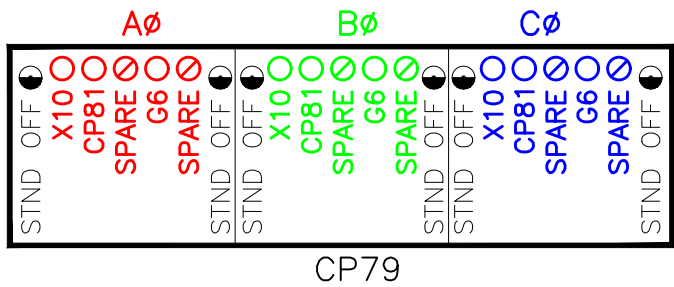
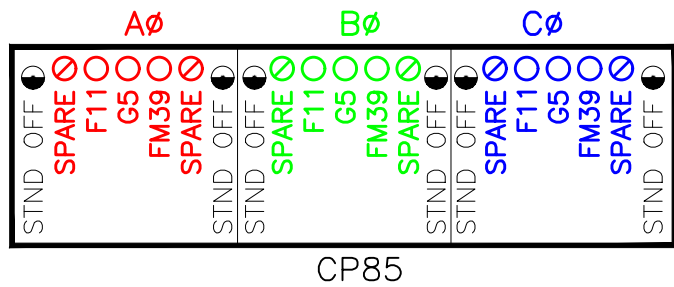
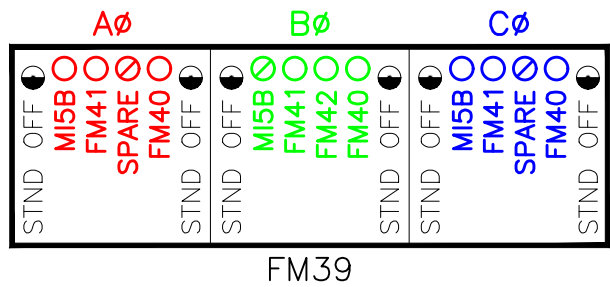
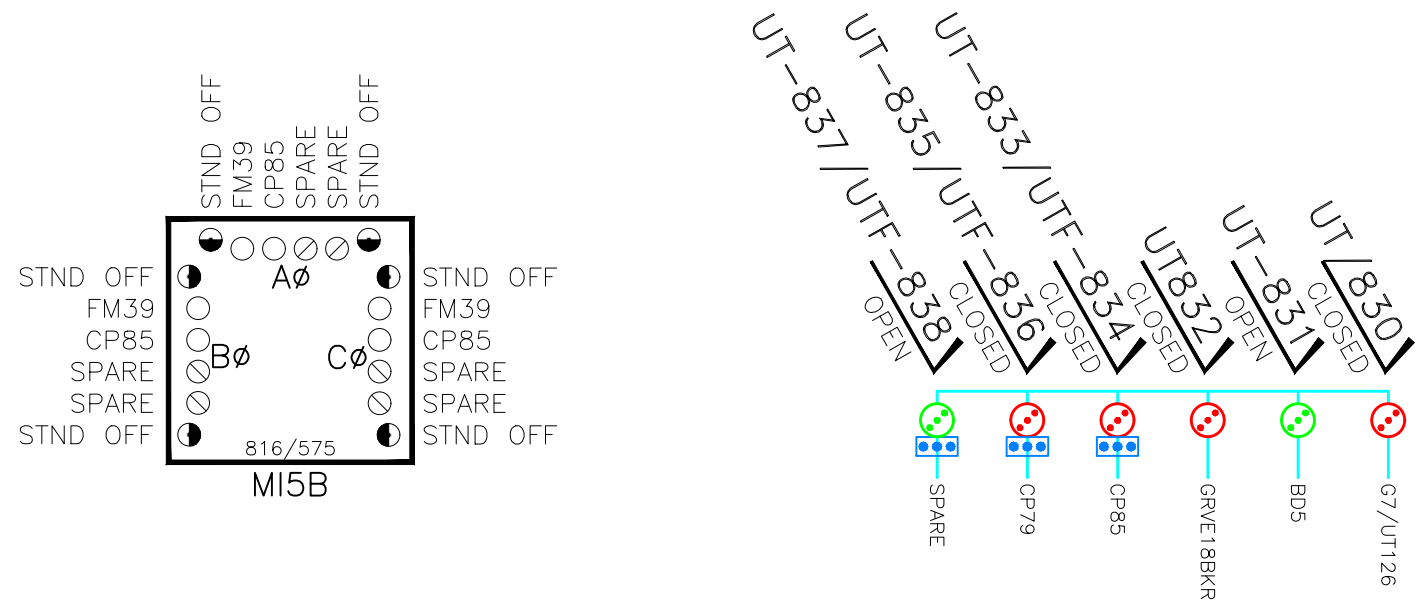
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Design Number:

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Version:

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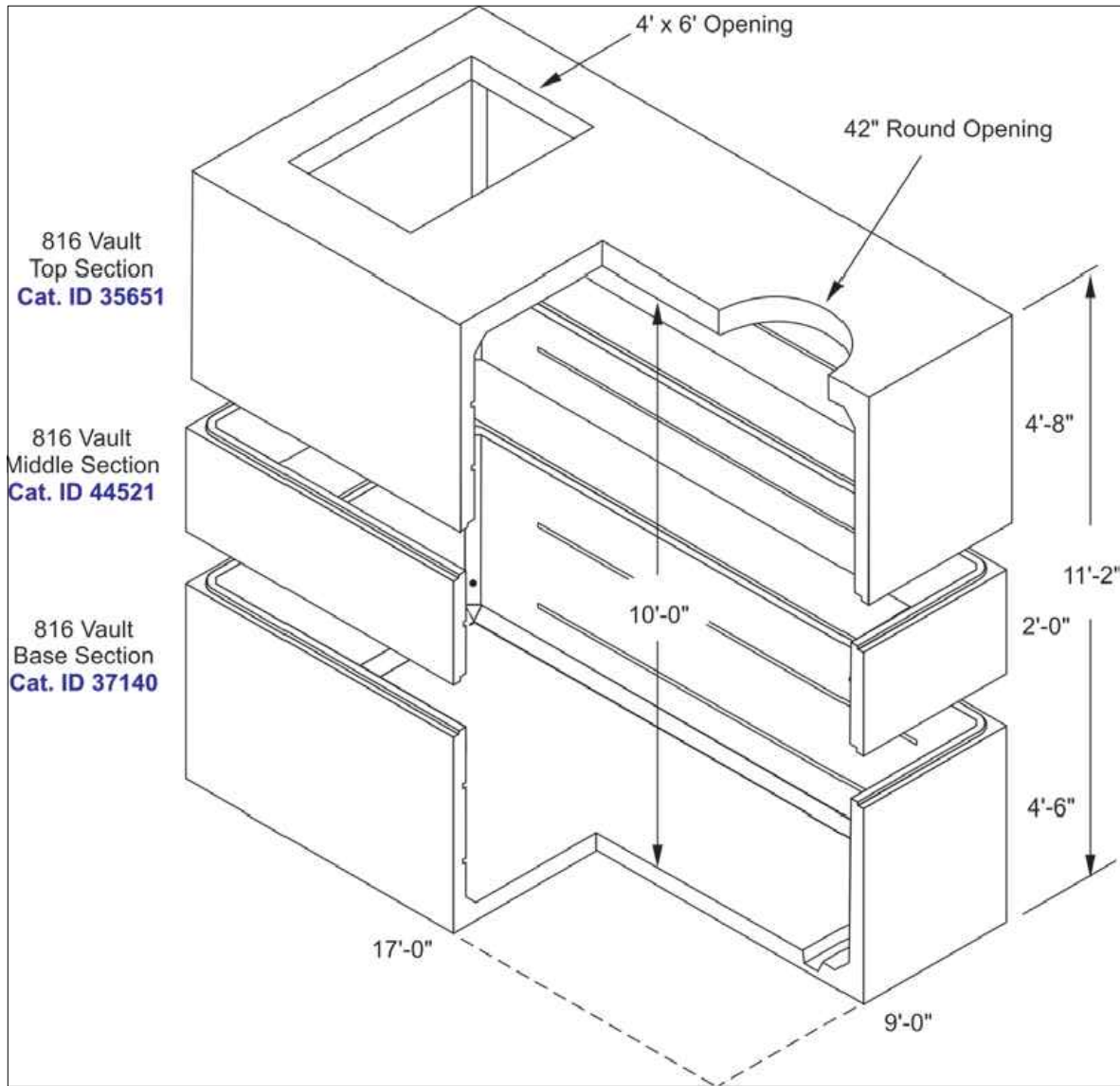
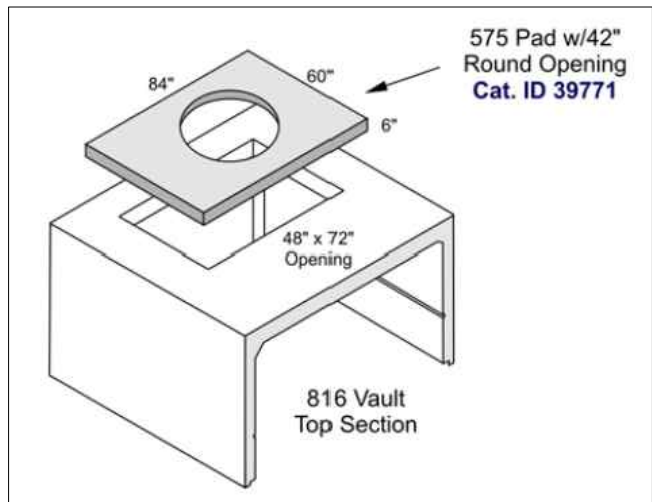
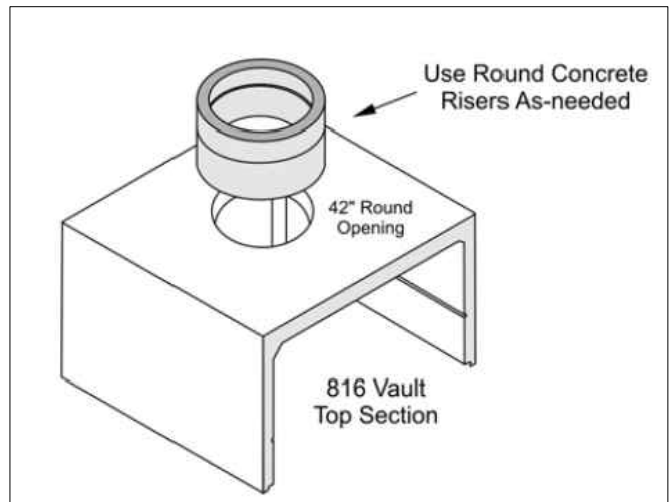
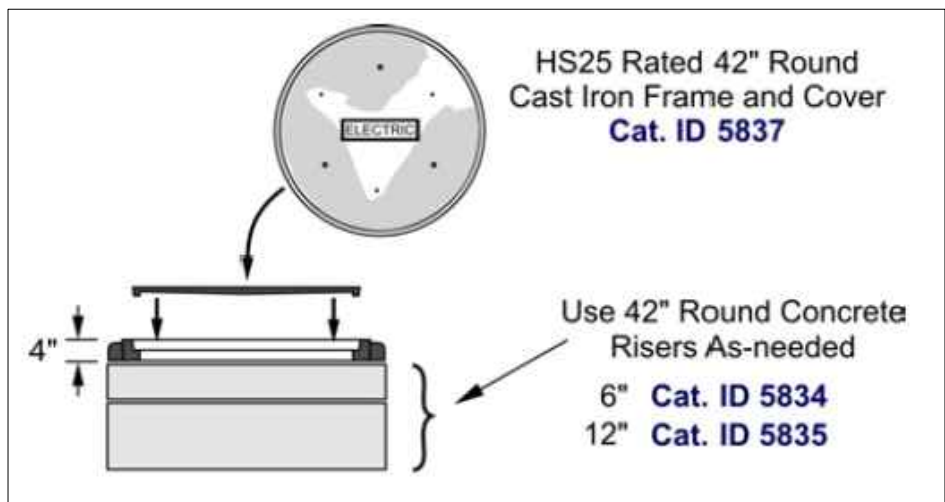
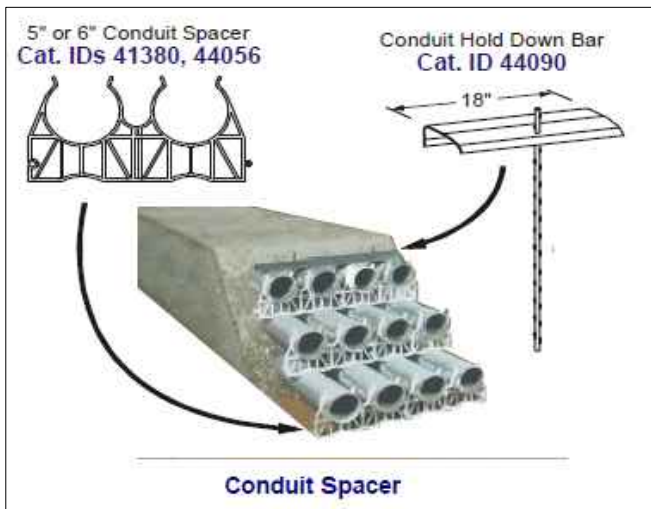
No Avian Protection Restriction



DESIGN NOTES:

- PT.#1 CP85 TO FM39 VIA THE NEW 816 VAULT INSTALL NEW 1/0 PRIMARY IN 4" DUCT.
PT.#2 INSTALL 816 VAULT (M15B) IN THE ROAD WITH A 575 VAULT ATTACHED TO IT BEHIND CURB WITH LBC'S. ALL RUNS OF NEW CONDUIT WILL GO THROUGH VAULT M15B.
PT.#3 INSTALL SIX 6" PRIMARY DUCT BANK ENCASED IN SLURRY FOR FUTURE GROWTH.
PT.#4 REMOVE DISTRIBUTION DEAD-END POLE, ARM, SWITCH ARM, SWITCHES, ARRESTORS, 4" RISER, DOWN GUY, AND PRIMARY CONDUCTOR.
PT.#5 REMOVE DISTRIBUTION TANGENT POLE, ARM, SWITCH ARM, SWITCHES, ARRESTORS, 5" RISER, AND PRIMARY CONDUCTOR.
THE PRIMARY UNDERGROUND 350 CABLE WILL BE TIED TO THE 4/0 PRIMARY CONDUCTOR VIA 600 AMP TEES IN VAULT M15B.
PT.#6 GRVE18 T3- REMOVE- INCLUDING POLE, ARM, GANG OPERATED SWITCH, OH PRIMARY CONDUCTOR, GUY AND ANCHOR.
PT.#7 INSTALL NEW POLE, 4" PRIMARY RISER, SWITCH ARM, SWITCHES, ARRESTORS, AND JUMPERS. ***LABEL UNDERGROUND FEEDING OVERHEAD***
PT.#8 GRVE18 CP85- INSTALL NEW 3Ø 5 WAY SECTER.
PT.#9 INSTALL 4" PRIMARY STUBE WITH MARKER BALL FEEDING WEST DOWM ALLEY.
PT.#10 GRVE18 F1- INCLUDING POLE, CROSS ARMS, SWITCHES AND OH PRIMARY CONDUCTOR UP 5TH STREET.
PT.#11 GRVE18 C13- RELOCATE TO PT.# 1, REMOVE POLE, CROSS ARM, SWITCH ARM, SWITCHES, STREET LIGHT 150A, AND ALL PRIMARY OH CONDUCTOR.
PT.#12 CORE DRILL VAULT G5 TO INSTALL SIX 6" DUCT BANK TYING G5 TO M15B.
PT.#13 GRVE18 X4- REMOVE POLE, CROSS ARM, SWITCH ARM, ARRESTORS, 5" POLE RISER, PRIMARY OH CONDUCTOR, AND 4/0 URD PRIMARY CABLE.
PT.#14 CP79- INSTALL ELBOWS AND REMOVE DUMMY CAPS.
PT.#15 CP80- RE-FEED SINGLE PHASE TRANSFORMER CP80 FROM NEW 3Ø TRANSFORMER CP81 BEING INSTALLED ON WO 27506895.
PT.#16 CP81- HOOK ONTO 4" PRIMARY STUB OUT OF CP81 TO FEED EXISTING 3Ø PADMOUNT TRANSFORMER CE1.
PT.#17 REMOVE JUNCTION POLE, CROSS ARMS, ANCHORS, AND ALL PRIMARY OH CONDUCTOR.
PT.#18 GRVE18 F107- REMOVE POLE, 4" PRIMARY RISER, ARM, SWITCH ARM, SWITCHES, ARRESTORS, AND ALL PRIMARY OH CONDUCTOR.
PT.#19 GRVE18 CE1- INSTALL PRIMARY TRENCH, 4" CONDUIT, AND 1/0 3Ø PRIMARY CABLE INTO EXISTING TRANSFORMER.
PT.#20 REMOVE TANGENT POLE, CROSS ARM, AND OH PRIMARY CONDUCTOR.
PT.#21 GRVE18 GS31- INSTALL PRIMARY TRENCH, CONDUIT, 1/0 1Ø PRIMARY CABLE IN 4" DUCT TO NEW 100KVA TRANSFORMER.
**** THIS WILL INCLUDE A BORE FROM THE STREET TO THE TRANSFORMER APPROXIMATELY 120'.
PT.#22 REMOVE OH BANK OF TRANSFORMERS CROSS ARM, SWITCH ARM, SWITCHES, SWITCH ARM, PRIMARY OH CONDUCTOR, AND TOP POLE. BUILD 3" SECONDARY RISER TO PICK UP EXISTING OH SERVICES.
PT.#23 REMOVE OVERHEAD PRIMARY CONDUCTOR, CROSS DEADEND ARM, AND PRIMARY DOWN GUYS THEN TOP THE POLE.
PT.#24 RELOCATE CAPACITOR C13 THAT IS AT THE N.W. CORNER OF 5TH AND GROVE TO THE S.W. CORNER OF 5TH AND BANNOCK ST TO EXISTING POLE.

* FOR HS25 (TRAFFIC) APPLICATIONS VAULT NEEDS TO BE 24" BELOW FINISHED GRADE. *



SWPP: ---

Job Title: CAPITAL CITY DEVELOPMENT CORP - N 5TH & N MAIN ST BOISE -OH

Additional Description:

Additional Description:

Feeder Map File Name: GRVE1801

Qua 1 TwN 03N 02E 10 Mer
State Ada

Surveyed or GPS: SURVEYED
Joint Use Attachment: YES
Pre-Built Date: ---
Built as Designed: ---
Construction Date: ---
Operating Voltage: 12.5 kV

North
West

FDR By: ---
Date: ---
ArcFM By: ---
Date: ---

Designer: CLS1973
Design No: 0000131795
Work Order No: 27515172

IDAHO POWER Co. WORK ORDER MAP

SCALE: 1" = 100

Sheet 2 Of 2



V. INFORMATION ITEMS



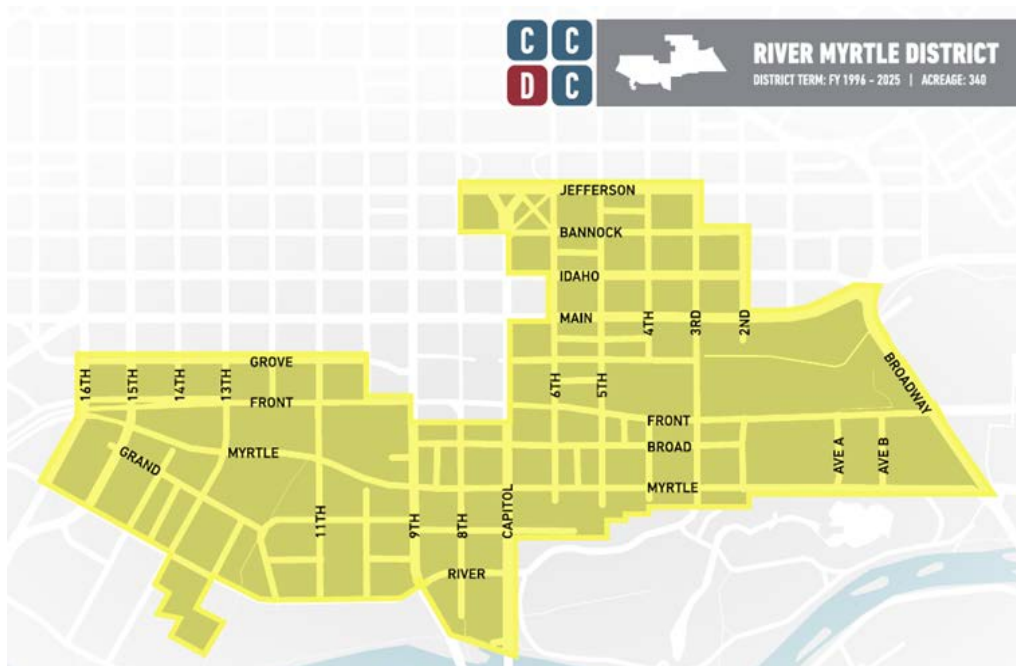
DATE: June 10, 2019

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: Earthwork continues to level the garage sub grade in order to prepare for concrete foundation work. Concrete work is underway including pouring elevator walls, foundations, and slab on grade. Underground sewer lines have been installed. The 540-space 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 acceptance from Parks & Recreation Department and cost documentation from the developer.

503-647 S. Ash Street – Ash Street Townhomes– Agency Disposition PP Type 5: In 2018, this property was sold to deChase/Miksis for the purpose of transforming this area 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 first residential building should be completed and leased in June with the second building to follow. Rents will be affordable to families making less than 120% of the area median income, or less than \$2,200 for a 3-bedroom townhome. 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. Repairs are underway for a loose stairwell railing.

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: The Board will review the Type 2 Participation Agreement for approval at the June Board Meeting. (The Project includes 160 rental units and 400 parking stalls. Ada County will purchase the parking stalls for use by their nearby Courthouse complex workforce). 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): CCDC continues to explore options to find the best redevelopment potential for the site and is expecting to bring options to the Board later this summer for disposition.

Infrastructure

535 S. 15th Street – River Street Lofts – PP Type 1: CCDC toured this project on June 6. The project remains under construction so CCDC will 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 \$321,801 for its portion of work. Non Idaho Power work is estimated at \$211,639. Agency staff is requesting approval for the Idaho Power work from the CCDC Board at its June 2019 Meeting. The Idaho Power work involves trenching in 5th Street through Main Street. The Agency is working with Idaho Power in an attempt to expedite the work to occur before ACHD resurfacing of Main Street later this summer.

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.

N. 6th Streetscape - Front Street to Main Street: Design and construction of streetscapes on 6th Street between Main and Front streets.

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
Late May 2019	The Land Group submitted final plans to ACHD: final approval is awaiting execution of several license agreements. Project will be bid out along with the Block 7 Alley project as the 2019 Streetscape Project.
June 2019	Anticipated Invitation for Bid date

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. Agency expects approval the week of June.

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.

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 is rebudgeting preliminary engineering funds to FY2020 and 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 Draft Report was received May 31. Agency expects the Final Report in June and will incorporate findings into the Parking Reinvestment Program.

ParkBOI - 9th & Front Parking Garage – Agency Owned Property: The site walk for the Code Analysis Project was conducted on April 17. The Draft Report was received May 31. Agency expects the Final Report in June and will incorporate findings into the Parking Reinvestment Program.

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 7 – CCDC Alley Program: Block 7 is bounded by Capitol Boulevard and Main, 6th and Grove streets. The Land Group has incorporated reviewer comments and submitted final plans to ACHD; final approval is awaiting execution of several license agreements. Once plans are approved, the Agency will issue an invitation to bid along with the 6th Street streetscape project. Contract award is currently scheduled for the July Board meeting. 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.

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. Respective art content has been approved and content will now move into the fabrication phase for installation this summer.

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. Boise City Council approved the selection panel and Arts & History Commission's recommendation to approve working with Krivanek + Breaux on May 14.

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. The Property Management Vendor, submitted budgets for FY2020 in May. Agency is currently reviewing and incorporating into the Agency's FY2020 budget.

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 repair three roof top units needing new compressor contactors. The Property Management vendor submitted budgets for FY2020 in May. Agency is currently reviewing and incorporating into the Agency's FY2020 budget.

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), mature street trees and an expanded telecommunications network on the west side of 15th Street. The CCDC Board awarded a public works construction contract to Anderson & Wood Construction on April 8. The contract was signed on May 21. Idaho Power's contractor, Probst, has begun work. Anderson & Wood will commence work on June 24. Contractors have been instructed to avoid the area south of Grove during the X-Games, including setup and tear down, June 25 – July 1. Substantial Completion is scheduled for August 18, 2019.

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. Agency expects approval the week of June 3.

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: SB Friedman Development Advisors (SBF) presented their Eligibility Report for this URD Plan Amendment to the CCDC Board on May 13, 2019. CCDC presented it to the City Council on June 4, 2019. The Council accepted the report and directed CCDC to move forward with the plan amendment in the coming months. Thereafter the Plan Amendment would need to be reviewed by CCDC and the City Council as well as Planning and Zoning for it to be completed.

Mobility

ParkBOI - 10th & Front Garage – Agency Owned Property: The Agency is working with a structural engineering firm to design the next phase of repairs. Construction drawings were submitted to the City of Boise for review on May 14, the City's comments are due back by June 12. A formal Invitation to Bid will be issued once approved plans are received. As of April 24 there were 25 spaces available for lease in this garage.

June 2019	Formal Invitation to Bid issued.
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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 is rebudgeting preliminary engineering funds to FY2020 and 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: City Council approved the Westside Urban Park Master Development Agreement and associated land agreement on June 4, 2019. The completion of these agreements formalizes a public private partnership that will result in the creation of a new downtown neighborhood urban park. This public investment encourages construction (to begin soon) of the adjacent 10-story class A office building with retail space fronting the park. The city Arts & History Department is preparing a Call-to-Artists to select an artist to produce an iconic and interactive artwork for the park. A Participation Program Type 4 Agreement that contributes \$200,000 to public artwork will be presented to the Board in July. The design team is concurrently developing ideas for site features to be included in the park. Construction of the park is on track to happen in the 2020 construction season.

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. Respective art content has been approved and content will now move into the fabrication phase for installation this summer.

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

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 formal no role in this project.

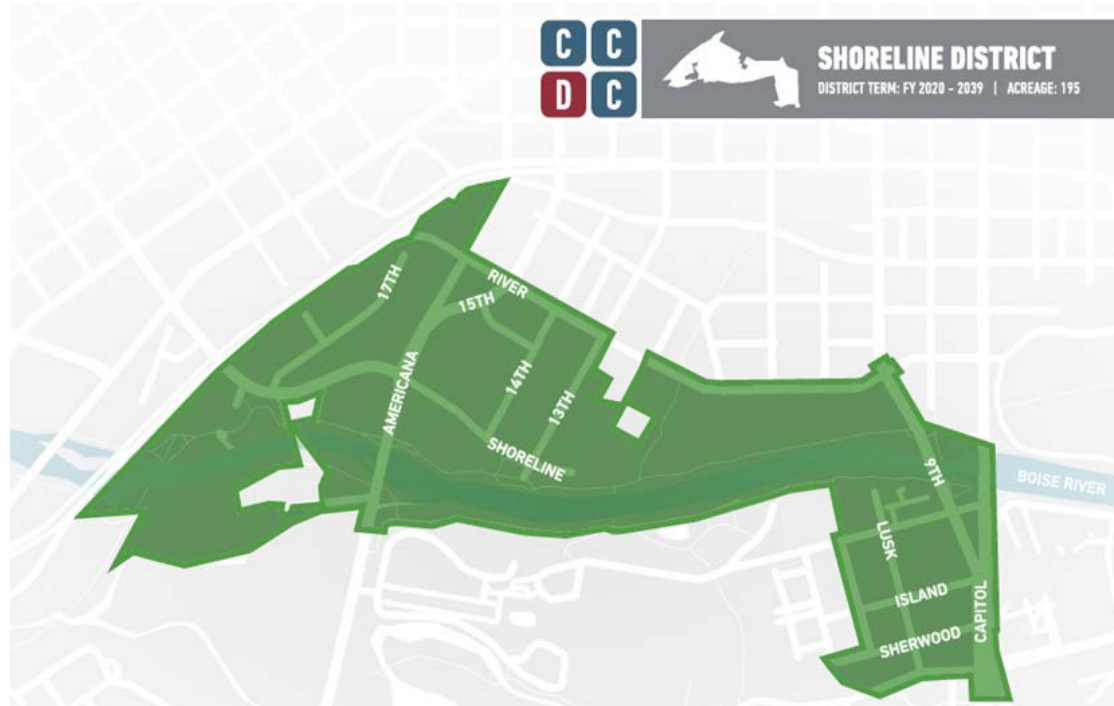
Place Making

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. Respective art content has been approved and content will now move into the fabrication phase for installation this summer.

SHORELINE



Economic Development

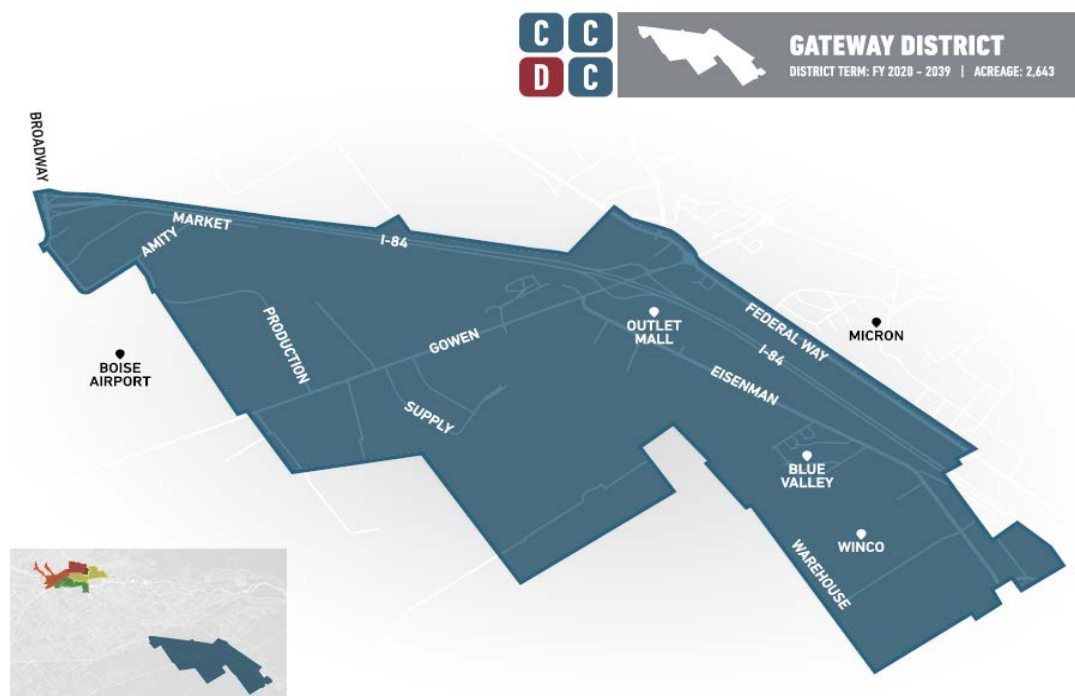
New Urban Renewal District – Shoreline: The Shoreline District Plan was approved by City Council December 4, 2018, with final reading December 18, 2018. The plan was transmitted to State Tax Commission, Ada County, and taxing districts December 21, 2018. The Agency continues to work with stakeholders 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 Urban Renewal 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.

Gateway East Participation Program: Based on discussion with Boise City staff and analysis of recent and anticipated development with Gateway East, Agency is drafting a standalone Participation Program for Gateway East. Essential differences between Gateway East and the standard Participation Program include eligible expenses targeted more toward infrastructure and utilities than urban form, elimination of a scorecard for Type 2 projects, and an extended six-year reimbursement term for Type 2 projects. Agency briefed the Board on the proposed program at the May 13 Board meeting, and will bring the draft program to the Board for consideration at its July meeting.

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. ACHD and the Agency executed a cost share/participation agreement on May 13, 2019 to accommodate a future pathway under the bridge consistent with the Gateway East Plan. The cost share is estimated to be approximately \$380,000 due upon completion of construction, but no sooner than October 1, 2022. The Agency is working with City of Boise and ACHD to negotiate a separate cost share agreement for conduit estimated to cost approximately \$65,000.

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 professional land surveyors be hired by public agencies based on qualifications and experience rather than lowest bid. State law allows public 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. At the May 13, 2019 Board Meeting, the Board approved the recommended selection of new on-call firms. The Agency has prepared and issued the contracts to those firms for their review, signature and submittal of other required documents.

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 approved the list of pre-approved professionals.
May – June	Contracts have been sent to each of the pre-approved professionals.

Economic Development

CCDC Agency Participation Program - Review & Update: At the May Board Meeting, the Board approved revisions to the Participation Program that included: 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).

ParkBOI - Parking Garage Design Guidelines: CCDC solicited a proposal from consultant Kimley-Horn for parking garage design guidelines. Kimley-Horn is under contract and has completed work on guideline updates. 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. Agency has included parking rate adjustments in the FY20 budget. The proposals will be submitted to the Board as part of the budget.

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. Staff is working with ACHD on a parcel along 15th Street and Spa Street for a Park & Ride site.

ParkBOI - New Product - Nighttime Monthly: CCDC will continue to explore alternatives to 24/7 monthly parking passes. As part of the FY20 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, and adopted shortly thereafter.

Park+ Parking Modeling Program: Last year CCDC invested in a parking modeling program to help 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: BikeBOI, a 24-hour secure bike parking facility located in the 9th & Main garage and available to registered users, is expected to be substantially complete and open for operation the week of June 10, 2019. The first 40 to register and pay the \$20 activation fee can use the facility the rest of 2019 with no monthly fee.

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. Final completion was achieved on May 28. CSHQA is coordinating with Idaho Power for the rebate.

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
May 28, 2019	Substantial/Final Completion

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.

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 ccdcboise.com website. Testing and minor changes to improve user experience are underway. ParkBOI website continues to be updated to improve the customer experience.

Proposed 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.

Proposed 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. The Eligibility Report by Leland Consulting Group was adopted by the CCDC Board on May 13, 2019 and transmitted to Boise City Council. The City Council adopted the Eligibility Report at its June 4, 2019 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 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. At its May meeting, the Board approved reallocation of certain areas of common area to better address commercial needs. The Common Escalators were repaired the week of May 13. Agency and Hawkins Companies are currently working on calculating new assessment fees as a result of the reallocation of certain areas of common area.

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:	CCDC and Hawkins Companies are calculating new assessment fees.

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 is working on finalizing

	a date for the Annual Meeting the week of June 10.
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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.



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