



BOARD OF COMMISSIONERS MEETING

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
July 15, 2019, 12:00 p.m.
A G E N D A

I. CALL TO ORDER Vice Chair Woodings

II. AGENDA CHANGES/ADDITIONS Vice Chair Woodings

III. CONSENT AGENDA

- A. Expenses
 - 1. Approval of Paid Invoice Report – June 2019
- B. Minutes and Reports
 - 1. Approval of June 10, 2019 Meeting Minutes
- C. Other
 - 1. Approve Resolution #1609 – Easement Agreement for Heath Block 7 Alley Improvements
 - 2. Approve Resolution #1613 – Amend 535 S. 15th Street – River Street Lofts – Participation Program Type 1 Agreement

IV. ACTION ITEM

- A. CONSIDER: Resolution #1604 – Approving the Gateway East Participation Program (10 minutes)
..... Matt Edmond
- B. CONSIDER: Resolution #1611 – Approving the 11th & Bannock - Westside Urban Park - Public Art - Type 4 Capital Improvement Reimbursement Agreement (5 minutes) Doug Woodruff
- C. CONSIDER: Resolution #1614 - Approving the Real Property Surplus Designation and Sealed Bid Disposition Policy (10 minutes) Laura Williams
- D. CONSIDER: 1118 W. Idaho Street-Rafanalli and Nahas – Participation Program Type 2 Agreement Designation with Rafanelli & Nahas (5 minutes)..... Shellan Rodriguez

V. INFORMATION/DISCUSSION ITEMS

- A. Westside URD Amendment (5 minutes)..... Shellan Rodriguez
- B. Housing - Ash Street Townhomes Update (10 minutes).....Dean Pape/Shellan Rodriguez
- C. 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: 6/1/2019 through 6/30/2019

Payee	Description	Payment Date	Amount
Debt Service:			
Payroll:			
PERSI	Retirement Payment	6/5/2019	16,955.04
EFTPS - IRS	Federal Payroll Taxes	6/5/2019	13,541.82
Idaho State Tax Commission	State Payroll Taxes	6/5/2019	2,081.00
CCDC Employees	Direct Deposits Net Pay	6/5/2019	35,928.48
PERSI	Retirement Payment	6/19/2019	16,868.37
EFTPS - IRS	Federal Payroll Taxes	6/19/2019	13,363.42
Idaho State Tax Commission	State Payroll Taxes	6/19/2019	2,049.00
CCDC Employees	Direct Deposits Net Pay	6/19/2019	35,480.82
Total Payroll Payments:			136,267.95
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	June 2019	912,383.55
Total Paid Invoice, Reported Payments:			912,383.55
Total Cash Disbursements:			<u>\$ 1,048,651.50</u>

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

Finance Director

Date



Executive Director

7/10/19

Date



Paid Invoice Report Reconciliation

June 2019

<u>Date</u>	<u>Type</u>	<u>Amount</u>
6/1/2019	Checks	\$ 53,508.01
6/5/2019	H Klitsch - Travel Reimbursement	\$ 1,425.82
6/6/2019	Checks	\$ 8,609.00
6/7/2019	Checks	\$ 321,801.00
6/11/2019	ACH	\$ 3,325.89
6/12/2019	ACH	\$ 61,567.32
6/14/2019	US Bank Credit Card	\$ 3,715.22
6/18/2019	Auto - ID Power	\$ 3.54
6/20/2019	Auto - ID Power	\$ 3.54
6/25/2019	Checks	\$ 16,021.24
6/26/2019	Checks	\$ 20,717.79
6/26/2019	Auto - Boise City Utility Billing	\$ 7.79
6/27/2019	M Clark - Travel Reimbursement	\$ 453.71
6/27/2019	ACH	\$ 16,544.62
6/28/2016	ACH	\$ 404,679.06
Total Payments		\$ 912,383.55
Paid Invoice Report		\$ 912,383.55
Variance		\$ -

Report Criteria:

Detail report type printed

[Report].Check Issue Date = 06/01/2019-06/09/2019,06/11/2019-06/30/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
1139	American Cleaning Service	9463	Trailhead Cleaning	06/01/2019	974.18	11240	06/11/2019
	Total 1139:				974.18		
3838	American Fire Protection L	13326	Monthly pump inspection &	05/31/2019	185.00	63321	06/25/2019
	Total 3838:				185.00		
1316	Blue Cross of Idaho	1912100008	Health Insurance - June 20	06/01/2019	24,289.95	63310	06/01/2019
	Total 1316:				24,289.95		
1385	Boise City Utility Billing	1177 JUN19	848 Main St # 0447416001	06/01/2019	7.79	11268	06/26/2019
	Total 1385:				7.79		
1448	Boise Valley Economic Prtn	5789647	Annual Dues	05/24/2019	20,000.00	11259	06/28/2019
	Total 1448:				20,000.00		
4022	Boxcast Inc	6606 APR19	storage fees	05/31/2019	4.36	11250	06/27/2019
		6606 JUN19	storage fees	06/15/2019	6.04	11250	06/27/2019
		6606 MAR19	storage fees	05/31/2019	3.51	11250	06/27/2019
		6606 MAY19	storage fees	05/31/2019	5.03	11250	06/27/2019
	Total 4022:				18.94		
3816	Capitol Landscape Inc.	061419	Paver Repair - RMOB	06/14/2019	205.00	63322	06/25/2019
		PO #190066-	Capitol & Myrtle Sidewalk	06/04/2019	1,200.00	63322	06/25/2019
	Total 3816:				1,405.00		
3712	Car Park	MAY19	10th & Front	05/31/2019	25,980.60	11260	06/28/2019
		MAY19	10th & Front - refunds	05/31/2019	340.00	11260	06/28/2019
		MAY19	9th & Front	05/31/2019	36,467.62	11260	06/28/2019
		MAY19	9th & Front - refunds	05/31/2019	910.00	11260	06/28/2019
		MAY19	9th & Main	05/31/2019	24,774.73	11260	06/28/2019
		MAY19	Cap & Front - BLVD	05/31/2019	12,018.46	11260	06/28/2019
		MAY19	Cap & Front - refunds	05/31/2019	85.00	11260	06/28/2019
		MAY19	Cap & Main (Cap T)	05/31/2019	34,484.31	11260	06/28/2019
		MAY19	Cap & Main (Cap T) - refun	05/31/2019	135.00	11260	06/28/2019
		MAY19	Cap & Myrtle - Myrtle	05/31/2019	19,038.44	11260	06/28/2019
		MAY19	Cap & Myrtle - Myrtle - refu	05/31/2019	75.00	11260	06/28/2019
	Total 3712:				154,309.16		
1556	Caselle Inc.	94780	Contract support - June 20	06/01/2019	840.00	63311	06/01/2019
	Total 1556:				840.00		
1595	City of Boise	IX18	Recycling Containers - RM	05/31/2019	2,138.14	63323	06/25/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 1595:					2,138.14		
2474	Clark, Max	JUN19	Travel Reimbursement - An	06/26/2019	453.71	11269	06/28/2019
Total 2474:					453.71		
3947	Crane Alarm Service	56987	Fire Alarm System - Monito	06/01/2019	25.00	63324	06/25/2019
Total 3947:					25.00		
4123	Dana Zuckerman	APR19	leadership conference reim	05/31/2019	205.88	63325	06/25/2019
Total 4123:					205.88		
1838	Elam & Burke P.A.	179584	30th Street URD	05/31/2019	405.00	11261	06/28/2019
		179585	New Bench URD	05/31/2019	1,646.30	11261	06/28/2019
		179586	Public Records Request	05/31/2019	67.50	11261	06/28/2019
		179587	Civic Partners Developmen	05/31/2019	45.00	11261	06/28/2019
		179588	Parking Matters	05/31/2019	680.40	11261	06/28/2019
		179589	River Myrtle Bond Financin	05/31/2019	617.10	11261	06/28/2019
		179590	Downtown Boise Public Lib	05/31/2019	157.50	11261	06/28/2019
		179591	New URD - State STreet	05/31/2019	2,332.50	11261	06/28/2019
		179592	Sports Facility - 30th Street	05/31/2019	476.05	11261	06/28/2019
		179593	Hoffman v. City of Boise	05/31/2019	576.20	11261	06/28/2019
		179594	WS District Amendment	05/31/2019	2,555.30	11261	06/28/2019
		179595	101-0 General	05/31/2019	1,242.50	11261	06/28/2019
		179596	River Myrtle Implement Act	05/31/2019	770.85	11261	06/28/2019
		179597	Art Projects	05/31/2019	292.50	11261	06/28/2019
Total 1838:					11,864.70		
3778	Gingerich Site & Undergro	19-7836	Landscape Maint. (RMOB)	04/30/2019	2,415.00	63315	06/06/2019
Total 3778:					2,415.00		
4104	Hellmann Construction Co	PO 190041-4	9th & Main Secure Bike Pa	05/31/2019	63,688.90	11262	06/28/2019
Total 4104:					63,688.90		
4105	Holli Klitsch	MAY19	GFOA travel reimbursemen	05/28/2019	1,425.82	11239	06/05/2019
Total 4105:					1,425.82		
4050	Hutchison Smith Architects	19155	ParkBOI Code Analysis an	05/31/2019	29,548.21	11263	06/28/2019
Total 4050:					29,548.21		
2165	Idaho Power	6607 MAY19	9th St outlets #220040660	05/31/2019	3.54	11249	06/20/2019
		7995 MAY19	9th & State # 2201627995	05/31/2019	3.54	11248	06/18/2019
		WO 2751517	5th and Grove Undergroun	06/03/2019	321,801.00	63319	06/07/2019
Total 2165:					321,808.08		
3900	Idaho Records Manageme	0133692	Records Storage	06/01/2019	87.35	11241	06/11/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3900:					87.35		
3965	In The Bag Promotions Inc.	12269	Office Supplies	06/06/2019	804.31	63326	06/25/2019
Total 3965:					804.31		
3966	Involta	0039502	Website Hosting Services	05/31/2019	1,347.90	63327	06/25/2019
Total 3966:					1,347.90		
2288	Jensen Belts Associates	1765-13	WD, Downtown Urban Par	05/31/2019	6,664.05	11264	06/28/2019
		1768-8	Streetscape Design Next Y	05/31/2019	828.00	11264	06/28/2019
		1768-8	Streetscape Design Next Y	05/31/2019	92.00	11264	06/28/2019
Total 2288:					7,584.05		
3913	Kimley-Horn and Associate	13927688	On-Call Professional Servi	05/31/2019	770.00	63336	06/26/2019
		191934019-0	Parking Management Plan	05/01/2019	4,895.00	63316	06/06/2019
		191934019-0	Parking Management Plan	05/31/2019	7,096.54	63336	06/26/2019
Total 3913:					12,761.54		
2360	Kittelson & Associates Inc.	0102362	Traffic Analysis - 8th Street	04/30/2019	210.00	63317	06/06/2019
		0102908	5th & Myrtle - Signalize Cro	05/24/2019	480.00	63328	06/25/2019
		0103222	Traffic Analysis - 8th Street	05/31/2019	702.50	63328	06/25/2019
Total 2360:					1,392.50		
3439	KPFF Consulting Engineer	267497	10th & Front Parking Gara	04/30/2019	3,568.00	11245	06/12/2019
		267497	10th & Front Parking Gara	04/30/2019	13,129.00	11245	06/12/2019
		267497	10th & Front Parking Gara	04/30/2019	8,900.00	11245	06/12/2019
		272172	10th & Front Parking Gara	05/31/2019	2,925.00	11251	06/27/2019
Total 3439:					28,522.00		
2465	Materials Testing & Inspecti	163944	BikeBOI Bike Shelter (spec	05/20/2019	85.00	11242	06/11/2019
Total 2465:					85.00		
3767	neurilink llc	28774	Audio/Visual Update to CC	05/31/2019	10,875.57	11265	06/28/2019
Total 3767:					10,875.57		
4023	Primary Electric Inc	190053 RET	LED Upgrades - 9th & Mai	06/18/2019	1,893.18	11252	06/27/2019
		190053-1	LED Upgrades - 9th & Mai	05/14/2019	35,970.32	11246	06/12/2019
Total 4023:					37,863.50		
2774	Pro Care Landscape Mana	26338	10th & Front Garage	05/31/2019	198.00	63329	06/25/2019
Total 2774:					198.00		
3896	Rim View LLC	JUNE19	Monthly Rent and NNN - Tr	06/01/2019	13,713.94	63312	06/01/2019
Total 3896:					13,713.94		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3796	Scheidt & Bachmann USA I	37231	May 2019 Merchant Fees	05/31/2019	938.38	11253	06/27/2019
Total 3796:					938.38		
4111	Sector Seventeen LLC	PO 190058-2	BikeBOI Mural	06/14/2019	5,000.00	11254	06/27/2019
Total 4111:					5,000.00		
3542	Security LLC - Plaza 121	JUNE19	Office rent	06/01/2019	13,271.50	63313	06/01/2019
Total 3542:					13,271.50		
3851	Shaver Graphics LLC	4029	central bench photos & edit	05/31/2019	340.00	11255	06/27/2019
Total 3851:					340.00		
2969	Sherman & Howard L.L.C.	759584	Amend 2017 Bond Resoluti	05/31/2019	12,851.25	63337	06/26/2019
Total 2969:					12,851.25		
3974	Stability Networks Inc.	29456	computer power adapter	05/31/2019	66.66	11256	06/27/2019
		29472	desktop replacements (3)	05/31/2019	2,307.00	11256	06/27/2019
		29495	Phone System Support	05/31/2019	85.00	11256	06/27/2019
		29495	AppRiver SecureTide	05/31/2019	35.00	11256	06/27/2019
		29495	IT Services 2019	05/31/2019	1,980.00	11256	06/27/2019
		29495	Azure Cloud Backup	05/31/2019	420.00	11256	06/27/2019
Total 3974:					4,893.66		
3029	State Insurance Fund	20844433	Installment Premium	05/28/2019	1,089.00	63318	06/06/2019
Total 3029:					1,089.00		
4118	STEM Action Center	0059	boise startup week 2019	06/04/2019	3,000.00	63330	06/25/2019
Total 4118:					3,000.00		
4109	Syringa Networks	20339 JUN1	internet & data	06/01/2019	641.25	63331	06/25/2019
Total 4109:					641.25		
3831	The Land Group Inc.	0141826	RD, Alley Program - Grove	05/31/2019	880.00	11266	06/28/2019
		0141832	6th Street Streetscapes, M	05/31/2019	5,928.47	11266	06/28/2019
Total 3831:					6,808.47		
4074	The Potting Shed	16797	Interior Plant Maint.	05/31/2019	65.00	63332	06/25/2019
Total 4074:					65.00		
3923	Trailhead	56184	Suez - 60%	05/31/2019	1.42	11243	06/11/2019
		56184	Idaho Power - 60%	05/31/2019	147.04	11243	06/11/2019
		56184	Intermountain Gas - 60%	05/31/2019	30.90	11243	06/11/2019
Total 3923:					179.36		
3170	Treasure Valley Coffee Inc.	06108640	Cooler Rental	05/28/2019	106.00	63333	06/25/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		06127612	Coffee & tea	06/10/2019	141.84	63333	06/25/2019
Total 3170:					247.84		
3233	United Heritage	02014-001 J	Disability insurance - June	06/01/2019	1,392.62	63314	06/01/2019
Total 3233:					1,392.62		
3835	US Bank - Credit Cards	05.27.2019	Voice, data & webhosting s	05/27/2019	93.41	11247	06/14/2019
		05.27.2019	Office Supplies	05/27/2019	604.77	11247	06/14/2019
		05.27.2019	Postage	05/27/2019	119.90	11247	06/14/2019
		05.27.2019	Dues & Subscriptions	05/27/2019	379.17	11247	06/14/2019
		05.27.2019	Travel & Meeting(non-local	05/27/2019	1,517.83	11247	06/14/2019
		05.27.2019	Personnel Training (Local)	05/27/2019	75.00	11247	06/14/2019
		05.27.2019	Local Meetings & Transport	05/27/2019	90.04	11247	06/14/2019
		05.27.2019	Professional Services Gen	05/27/2019	37.00	11247	06/14/2019
		05.27.2019	R&M - Trailhead Facility	05/27/2019	200.00	11247	06/14/2019
		05.27.2019	Banking & Merchant Fees	05/27/2019	81.60	11247	06/14/2019
		05.27.2019	R & M - Buildings & Groun	05/27/2019	516.50	11247	06/14/2019
Total 3835:					3,715.22		
3266	Valley Regional Transit	24566	Design and implementation	05/31/2019	100,000.00	11267	06/28/2019
Total 3266:					100,000.00		
3841	VoiceText Communications	60304	Conference calls	05/29/2019	50.94	11257	06/27/2019
		61034	Conference calls	06/10/2019	6.31	11257	06/27/2019
		62402	Conference calls	06/24/2019	13.41	11257	06/27/2019
Total 3841:					70.66		
3365	Westerberg & Associates	222	Legislative Advisement Ser	05/31/2019	2,000.00	11244	06/11/2019
Total 3365:					2,000.00		
3998	Western Records Destructi	0442880	Records Destroyed	05/31/2019	40.00	63334	06/25/2019
Total 3998:					40.00		
3374	Western States Equipment	IN001004911	Bldg 8 generator maintena	06/14/2019	276.25	63335	06/25/2019
		IN001007562	Bldg 8 generator monthly i	06/18/2019	2,223.04	63335	06/25/2019
		IN001200786	Bldg 8 generator Parts and	06/18/2019	2,036.13	63335	06/25/2019
Total 3374:					4,535.42		
3990	Xerox Corporation	097105025	Copier Lease	05/31/2019	464.80	11258	06/27/2019
Total 3990:					464.80		
Grand Totals:					912,383.55		

MINUTES OF REGULAR MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
121 N. 9th St., Conference Room
Boise, ID 83702
June 10, 2019 12:00 p.m.

I. CALL TO ORDER:

Chairman Zuckerman convened the meeting with a quorum at 12:04 p.m.

Present: Commissioner Ben Quintana, Commissioner Gordon Jones, Commissioner Ryan Woodings, and Commissioner Dana Zuckerman.

Absent: Commissioner David Bieter, Commissioner Scot Ludwig, and Commissioner Maryanne Jordan.

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Ross Borden, Finance & Administration Director, Mary Watson, General Counsel & Contracts Manager; Doug Woodruff, Senior Project Manager; Laura Williams, Project Manager; Matt Edmond, Project Manager; and Sandy Lawrence, Administrative Assistant. Also present was Agency legal counsel, Ryan Armbruster.

II. AGENDA CHANGES/ADDITIONS:

There were no changes or additions to the agenda.

III. CONSENT AGENDA

A. Expenses

1. Approval of Paid Invoice Report – May 2019

B. Minutes and Reports

1. Approval of May 13, 2019 Meeting Minutes

Commissioner Woodings moved to approve the Consent Agenda.
Commissioner Quintana seconded.
All said Aye, the motion carried 4-0.

IV. ACTION ITEM

A. CONSIDER: Resolution #1610 – Approval of 200 Myrtle Street – Boise Caddis, Participation Program Type 2 Agreement

Laura Williams, CCDC Project Manager, gave a report.

Commissioner Woodings moved 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.

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

B. CONSIDER: Resolution #1600 – Approval 5th and Grove Undergrounding

Matt Edmond, CCDC Project Manager, gave a report.

Commissioner Woodings moved to adopt Resolution #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.

Commissioner Quintana seconded.

All said Aye, the motion carried 4-0.

V. INFORMATION/DISCUSSION ITEMS

A. CCDC Monthly Report

John Brunelle, CCDC Executive Director, gave a report.

VI. MEETING ADJOURNMENT

There being no further business to come before the Board, a motion was made by Commissioner Woodings to adjourn the meeting. Commissioner Quintana seconded the motion. All said Aye. The motion carried, 4-0. The meeting was adjourned at 12:23 p.m.

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ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 15th day of JULY 2019.

_____,
Ryan Woodings, Vice Chair

David Bieter, Secretary



AGENDA BILL

Agenda Subject: Resolution 1613: Approval to Amend 535 S 15 th Street – River Street Lofts – Participation Program Type 1 Agreement		Date: July 15, 2019
Staff Contact: Laura Williams	Attachments: 1) Resolution 1613 and Amendment 2) Type 1 Agreement	
Action Requested: Adopt Resolution No. 1613 approving and authorizing the execution of the Second Amendment to the Type 1 Participation Agreement with Energreen Development Company, LLC.		

Background:

Energreen Development Company, LLC is a housing development firm based out of McCall, Idaho specializing in insulated concrete construction. They are currently building a 10-unit, for-sale townhome project located at 535 S. River Street in the River Myrtle-Old Boise Urban Renewal District. Previously two vacant single family homes were on the site, which have been torn down for construction of a denser, more urban scale housing development. The project will be townhome style, with two 5-unit buildings. Each unit has approximately 1,300 SF of living space and a 2-car garage on the ground level.

In June of 2017 CCDC and Energreen Development Company, LLC entered into a Type 1 Participation Agreement to reimburse the project for public improvements upon completion of the project. The project's public improvements include sidewalks, street trees, historic streetlights, benches, landscape and irrigation in the right-of-way, and utility line relocation and undergrounding on River Street. CCDC will reimburse for up to \$150,000 for these public improvements.

Project Update:

In the months subsequent to the Type 1 Agreement Approval the Developer experienced delays during the permitting and entitlement process, and in June of 2018 CCDC extended the contract for 12 months. This extension is permitted in the Type 1 Agreement and extended the project completion date to June 16, 2019.

The project is currently under construction, however the impact of those initial delays in permitting along with the limited availability of labor have continued to delay the project. The developer is planning to be complete in October 2019. In order to assist the project with public

improvements, the contract must be amended a second time. CCDC has chosen to amend the agreement to the end of the 2020 Fiscal Year, September 30, 2020, giving the project 15 months to complete construction, obtain a Certificate of Occupancy, and provide documentation for the reimbursement.

Fiscal Notes:

CCDC has budgeted for \$150,000 to reimburse the project for its public improvements. This will be moved to Fiscal Year 2020 in the Budget and CIP at the next update.

Preliminary estimates indicate the project will generate approximately \$27,000 annually in increment revenue after completion, estimated to begin FY 2020, for a total of about \$165,000 through the end of the district in 2025.

Staff Recommendation:

Adopt Resolution No. 1613 approving and authorizing the second amendment to the Type 1 Participation Agreement with Energreen Development Company, LLC.

Suggested Motion:

I move to adopt Resolution No. 1613

RESOLUTION NO. 1613

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 SECOND AMENDMENT TO THE TYPE 1 STREETScape GRANT PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND ENERGREEN DEVELOPMENT COMPANY, LLC; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the 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,

WHEREAS, 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, Energreen Development Company, LLC ("Energreen"), owns or controls certain real property addressed as 535 S. 15th Street, Boise (the "Site") located in the River Myrtle-Old Boise Urban Renewal District ("River Myrtle District"), as created by the River Myrtle-Old Boise Plan; and,

WHEREAS, Energreen intends on building a 10-unit, condominium project and desires to make certain public improvements (the "Project"); and,

WHEREAS, Energreen and Agency have previously entered into that certain Type 1 Streetscape Grant Participation Agreement, dated June 16, 2017 (the "Agreement"); and,

WHEREAS, Energreen and CCDC have previously entered into that certain First Amendment to the Type 1 Streetscape Grant Participation Agreement, dated June 5, 2018, which First Amendment extended the Agreement because of permitting delays; and,

WHEREAS, Energreen has experienced additional setbacks due to permitting and construction labor constraints, requiring more time to complete the obligations set forth in the Agreement; and,

WHEREAS, the Agency deems it appropriate to approve the Second Amendment to the Agreement; and

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Second Amendment 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 Second Amendment to the Type 1 Streetscape Grant Participation Agreement, which is attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.

Section 3: That the Executive Director of the Agency is hereby authorized to sign and enter into the Second Amendment and to execute all necessary documents required to implement the actions contemplated by the Second Amendment to 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 Second Amendment 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 July 15, 2019, Agency Board meeting.

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 July 15, 2019. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on July 15, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Ryan Woodings, Vice Chair

ATTEST:

By: _____
David Bieter, Secretary



SECOND AMENDMENT TO THE TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT

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

RECITALS

A. Participant and CCDC have previously entered into that certain Type 1 Streetscape Grant Participation Agreement, dated June 16, 2017 (the "Agreement").

B. Participant and CCDC have previously entered into that certain First Amendment to the Type 1 Streetscape Grant Participation Agreement, dated June 5, 2018 (the "First Amendment").

C. Participant has experienced setbacks due to permitting and construction labor constraints.

AGREEMENT

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

1. Section One: Effective Date. Section One of the Agreement is hereby amended to read as follows:

The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by the Participant and CCDC (last date signed) and shall continue until: 1.) the completion of all obligations of each Party; or 2.) ~~twelve (12) months from the Effective Date~~ September 30, 2020, whichever comes first. ~~At CCDC's sole discretion an extension may be granted for a period not to exceed one year.~~

2. Full Force and Effect. All other terms and conditions of the Agreement and the First Amendment remain in full force and effect except as amended by this Second Amendment.

This Second Amendment shall control in the event of a conflict between this Second Amendment, the Agreement, and the First Amendment.

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

CCDC:

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

John Brunelle, Executive Director

Date _____

APPROVED AS TO FORM

PARTICIPANT:

Energreen Development Company, LLC

Tim Nau, Partner

Date _____



TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT

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

RECITALS

A. Participant owns or controls certain real property located at 535 S. 15th Street, Boise, Idaho (the "Project Site") which is more accurately depicted on attached **Exhibit A**. The Project Site is undergoing redevelopment including building 10 three-bedroom townhome-style condominiums and associated public improvements (the "Participant's Project").

B. As part of the Participant's Project, Participant intends to construct certain street and streetscape improvements in the public right-of way adjacent to the Project Site (the "Streetscape Project"). The Streetscape Project is more accurately depicted on attached **Exhibit B**.

C. The CCDC Board of Commissioners and the Boise City Council have adopted the Downtown Boise Streetscape Standards & Specifications Manual ("Streetscape Standards") to govern how sidewalk improvements are designed and installed in the Boise Central, River Myrtle-Old Boise, Westside Downtown, and 30th Street Area urban renewal districts.

D. The Participant's Project and the Streetscape Project are located in the River Myrtle-Old Boise ("River Myrtle District"). The CCDC Board of Commissioners and Boise City Council have adopted the River Myrtle-Old Boise Urban Renewal Plan (the "Plan") which includes streetscape standards for the River Myrtle District.

E. The Streetscape Project includes improvements to the public right-of-way that are consistent with the Streetscape Standards. The Streetscape Project will contribute to enhancing and revitalizing the River Myrtle-Old Boise District.

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

AGREEMENTS

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

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

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

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

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

4. **Notification of Completion; Inspection.** Upon completion of construction, Participant shall notify CCDC in writing and request a final construction inspection and/or a meeting with CCDC to determine if the Streetscape Project meets the requirements of this Agreement. CCDC shall provide Participant with written confirmation that the Streetscape Project has been completed in compliance with this Agreement.

- a. At CCDC's sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, before providing written confirmation of compliance.

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

- a. Schedule of values that includes line items for the Streetscape Project improvements approved by CCDC for reimbursement so they are identifiable and separate from other line items ("Schedule of Values").
- b. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Streetscape Project in comparison to the amount used for the remainder of Participant's project ("Invoices").
- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation as requested by CCDC.
- d. Additional documentation or clarifications may be required and requested by CCDC.
- e. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way.

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

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

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

6. CCDC's Reimbursement Payment Amount. In accordance with the Participation Program, CCDC agrees to reimburse Participant 100% of Actual Eligible Costs not

TYPE 1 STREETSCAPE GRANT AGREEMENT - 3

to exceed \$150,000. Actual Eligible Costs do not include soft costs (e.g., architectural and engineering design, permits, traffic control, mobilization, and overhead).

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

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

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

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

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

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed and recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.

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

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

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

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

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

If to Participant: Tim Nau, Partner
Energreen Development Company, LLC
P.O. Box 291
McCall, Idaho 83638
208-571-1268
benchmarkdevco@yahoo.com

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

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

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

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

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

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

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

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

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

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

CCDC:

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



John Brunelle, Executive Director

Date 6/16/17

PARTICIPANT:

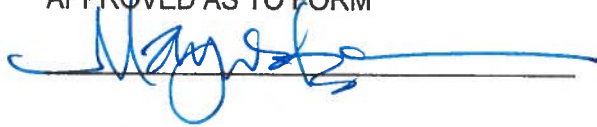
Energreen Development Company, LLC



Tim Nau, Partner

Date 6/15/17

APPROVED AS TO FORM



Exhibits

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

Exhibit A: Project Site Map

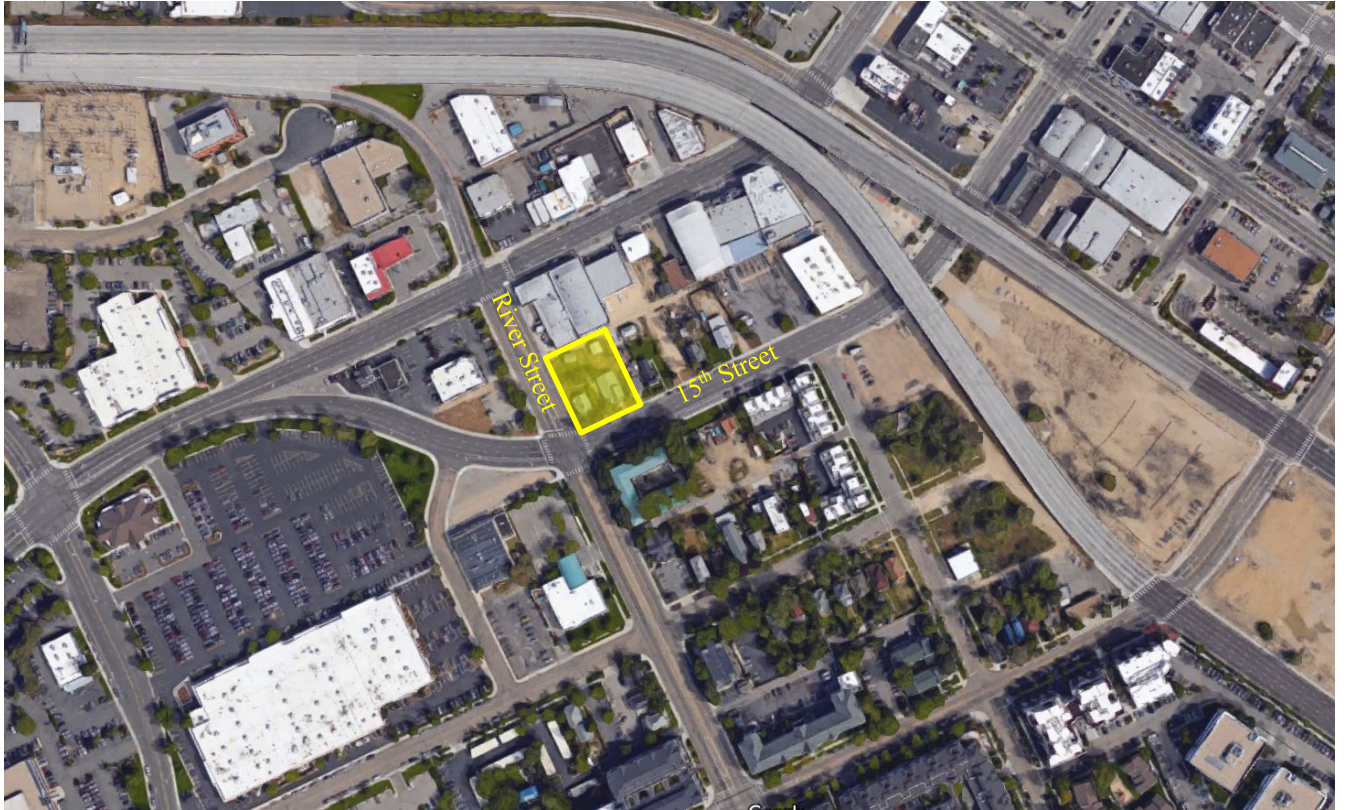


Exhibit B: Streetscape Project Plan

Public Improvement Plan

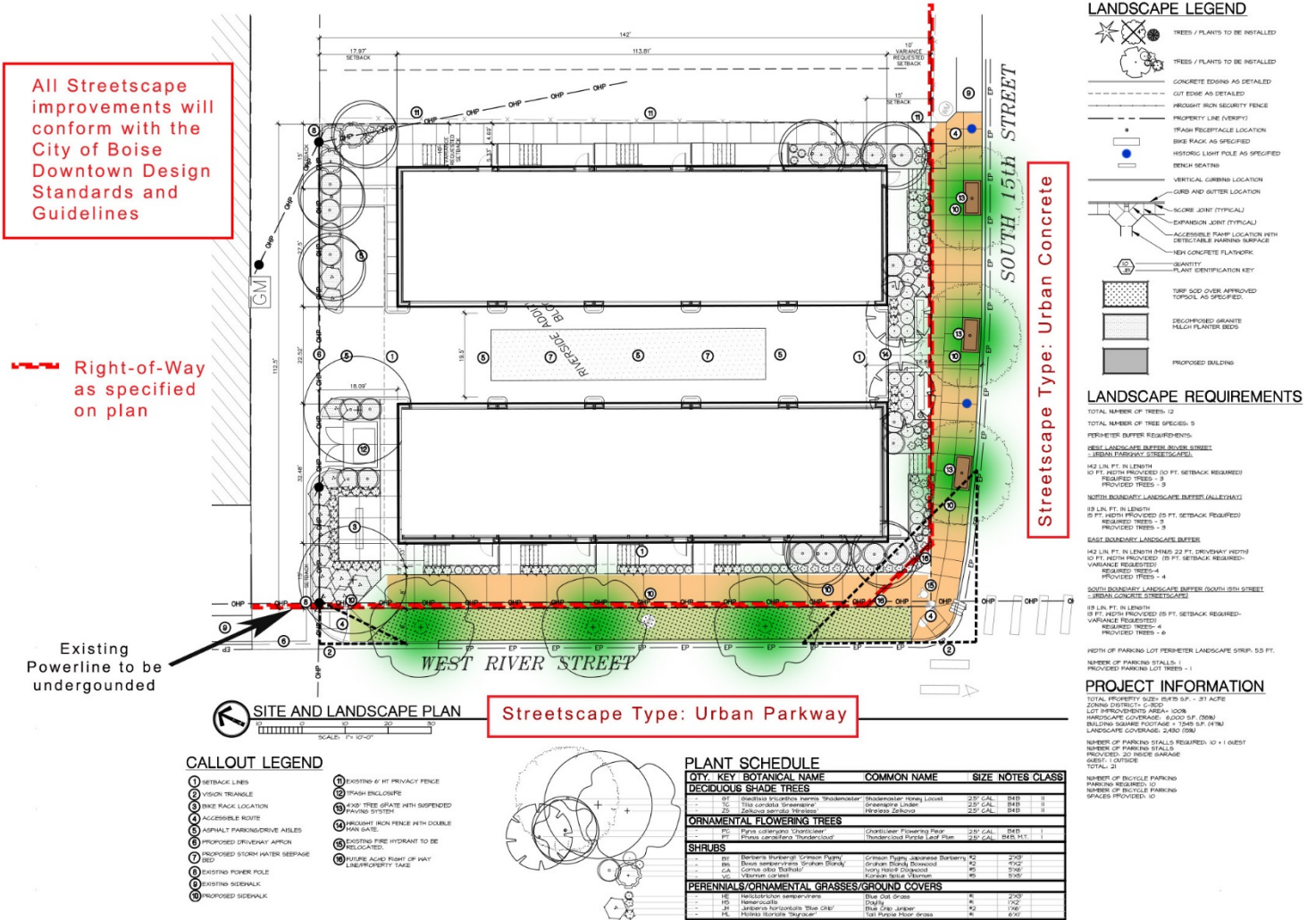


Exhibit C: Schedule of Eligible Costs

CCDC Participation Program					
T1 Eligible Costs Application Form					
Actual Eligible Costs To Be Determined by CCDC at Completion					
Project Name: River Street Lofts		Plan Date: 5-8-2017		Prepared By: Developer	
STREETSCAPE IMPROVEMENTS: (In right-of-way)					
#	ITEM DESCRIPTION:	UNIT (SF, LF, etc.)	UNIT PRICE (In \$)	QUANTITY	TOTAL COST
SITE PREPARATION:					
1	Surface demolition	sf	\$ 2	2,500	\$ 5,000
2	Asphalt demolition	sf	\$ 1	2,500	\$ 2,500
3	Curb and gutter demolition	0	\$ -	0	\$ -
4	Saw cut	lf	\$ 5	1,000	\$ 5,000
5	Replace subbase	sf	\$ 1	5,000	\$ 5,000
6	Stand alone tree removal	0	\$ -	0	\$ -
SIDEWALK WORK:					
7	Scored concrete sidewalk	0	\$ 5	3,000	\$ 15,000
8	Dry laid brick	0	\$ -	0	\$ -
9	Pedestrian ramp	0	\$ 3,000	1	\$ 3,000
10	Truncated dome	0	\$ -	0	\$ -
11	Lawn parkway	0	\$ -	0	\$ -
12	Irrigation	0	\$ 6,000	1	\$ 6,000
SITUATIONAL FURNISHINGS:					
13	Street trees	0	\$ 3,000	6	\$ 18,000
14	Tree grates & frames	0	\$ 500	3	\$ 1,500
15	Trench drain cover	0	\$ 500	3	\$ 1,500
16	Historic street light	0	\$ 6,000	2	\$ 12,000
17	Bench	0	\$ 750	2	\$ 1,500
18	Bike rack	0	\$ 500	1	\$ 500
19	Litter receptacle	0	\$ -	0	\$ -
20	Pre-cast planter	0	\$ -	0	\$ -
OTHER:					
21	Asphalt repair	sf	\$ 3	2,500	\$ 7,500
22	Concrete curb cut	0	\$ 15	250	\$ 3,750
23	Vertical curb and gutter (6")	0	\$ 15	250	\$ 3,750
24	Meyers cabinet	0	\$ -	0	\$ -
25	Water meter	0	\$ 2	650	\$ 1,300
26	Utility Poles/Utility Undergrounding	0	\$ 125,000	1	\$ 125,000
TOTAL ESTIMATED ELIGIBLE COSTS:				\$	217,800
CONTRACT NOT - TO -EXCEED AMOUNT				\$	150,000
Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.					



IV. ACTION ITEMS



AGENDA BILL

Agenda Subject: Gateway East CCDC Participation Program		Date: July 15, 2019
Staff Contact: Matt Edmond	Attachments: 1. Resolution #1604	
Action Requested: Adopt Resolution #1604 approving the Gateway East Addendum to the CCDC Participation Program		

Background:

The CCDC Board and Boise City Council approved the Urban Renewal Plan for the Gateway East Economic Development District Project Area in late 2018. Gateway East is the first urban renewal district in the City of Boise outside of Boise's Downtown Planning Area. While Participation Program assistance for projects within Gateway East will function generally the same as it does in CCDC's downtown districts, there are some notable differences for development and assistance within Gateway East best addressed through a modified standalone participation program for the district. The assistance types 1-5 of the current program will function the same for Gateway East District. The key differences would be for Type 2 assistance.

Eligible Expenses

A number of eligible expenses within the downtown districts are intended to promote downtown's historic character, compact development, place-making, and a pedestrian-oriented environment. However, these elements are generally not appropriate to a predominantly single-use industrial zone

- Street furnishings such as benches, bike racks, and trash receptacles
- Awnings located in public right-of-way
- Historic building façade restoration expenses
- Suspended paving systems
- Geothermal utilities

While the above elements are not appropriate eligible expenses for participation assistance within the Gateway East District, there are some additional elements which may be appropriate within the District:

- Land dedicated as public right-of-way, where required for public road or infrastructure improvements
- Easements or land dedication for open space and/or buffer zones as described in the Gateway East Plan and/or approved by City of Boise
- Public multiuse pathways as described in the Gateway East Plan and/or approved by City of Boise

Public Improvements Costs versus Increment Values

Another significant difference between downtown districts and Gateway East will be the total cost of public improvements for a given project in comparison to the tax increment generated by that project. Downtown development generally yields a much higher increment value in comparison with required public improvements than can be expected in Gateway East. As a result, while typical downtown projects may achieve reimbursement for most of their eligible expenses within a 4-year timeframe, our development project modeling suggests it will likely to take longer to similarly reimburse eligible expenses for the type of industrial projects and associated eligible expenses within Gateway East.

Projects that have received Type 2 General Assistance in the downtown core in recent years—including the Fowler, the Gibson, Hyatt Place, Inn at 500 and Marriott Courtyard—have yielded a project increment assessed value between \$18 million and \$33 million per acre. During construction, these projects have identified eligible expenses for reimbursement under Type 2 General Assistance of between \$0.5 million and \$1.3 million per buildable acre (a typical downtown half-block development is 0.82-0.84 acres).

By contrast, typical industrial development anticipated to occur in the Gateway East District features lower floor area ratios and lower per square foot building values, resulting in much lower per acre project increment assessed values per acre than in downtown. Recently built or proposed projects in the Gateway East area have an estimated project increment assessed value between \$0.4 million and \$1.4 million per acre; a small fraction of the \$18-\$33 million per acre increment value normally generated by development within the downtown core. While public improvement costs in Gateway East are expected to be lower per buildable acre than they are downtown (estimated to be \$25,000 - \$110,000 per acre), the public improvements required for development in Gateway East have the potential to be much larger in terms of square footage given the bigger sites than improvements that would be required downtown.

Table 1: General Value and Eligible Expense Comparison, Downtown versus Gateway East

Project Comparison	Downtown Districts	Gateway East
Assessed Value Per Acre	\$18.0 - \$33.0 million	\$0.4 - \$1.4 million
Eligible Costs Per Acre	\$0.5 - \$1.3 million	\$25,000 - \$110,000
Typical Project Ratio Value to Expense	30 : 1	15 : 1

Comparing a project's expected increment value to its eligible Type 2 expenses of yields a ratio indicative of the capacity to recoup those expenses through tax increment reimbursement:

Generally, a ratio above 30:1 will accomplish full reimbursement of eligible hard costs within a 4-year timeframe following certificate of occupancy. As Table 1 shows, developments in Gateway East are generally expected to have a lower ratio of increment value to eligible costs than developments downtown. While the majority of downtown projects are expected to receive full reimbursement of eligible hard costs within 4 years, this is unlikely to be the case with most Gateway projects.

In conclusion, the lower per-acre increment values expected in Gateway East reduce the potential reimbursement capacity under a Type 2 General Assistance agreement, in an area where public improvements required as a condition of development could be significant. While it is not a requirement that the Participation Program reimburse all of the eligible hard costs of any given development, the Program is intended to offset a significant portion of hard costs related to public infrastructure in Gateway East in order to reduce barriers to development, particularly where costs are related to utility and roadway extensions that benefit the area generally and beyond the developer or project site. Therefore, staff is recommending a 6-year Type 2 reimbursement timeframe for Gateway East (standard Type 2 reimbursement timeframe for downtown is 4 years).

Type 2 Scorecard:

The Type 2 Scorecard plays an important role in incentivizing desirable development downtown by establishing Type 2 eligibility and reimbursement rate as a portion of tax increment generated (Level A = 80%, Level B = 60%, Level C = 40%). Most of the current scoring categories are either not relevant to an industrial district in general or Gateway East in particular. Any relevant distinctions that can be made will be secondary to building increment value, discussed above, when it comes to reimbursement rates. While there may be worthwhile criteria by which to evaluate desired industrial development, e.g. by employee pay and benefits and targeted industries, we don't currently have sufficient data/project history on how to make the appropriate gradations and measure performance. For financial feasibility purposes in sizing the desired level of participation assistance, staff recommends no Type 2 Scorecard for Gateway East at this time, and using a standard reimbursement rate based on 80% of actual project tax increment generated for all Type 2 agreements.

Fiscal Notes:

Similar to the current CCDC Participation Program, the proposed Gateway East Participation Program will feature capped participation for Type 2 General Assistance, wherein reimbursement will be within and below anticipated income collections of tax increment generated by the project to allow for program delivery and for development of a Capital Improvement Plan. Type 1 One Time Assistance is limited to funding set aside in the annually approved budget.

Next Steps:

Agency staff will draft a Participation Program document for Gateway East to be considered by the CCDC Board for adoption by resolution at the June 2019 board meeting.

Staff Recommendation:

Adopt Resolution #1604.

Suggested Motion:

I move to adopt Resolution #1604, approving the Gateway East CCDC Participation Program.

RESOLUTION NO. 1604

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, ADOPTING A PARTICIPATION PROGRAM FOR GATEWAY EAST URBAN ECONOMIC DEVELOPMENT DISTRICT; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE PARTICIPATION PROGRAM; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, following the Act, the Agency previously adopted a Participation Program on March 11, 2013, which was then amended September 23, 2015; January 14, 2019; and May 13, 2019. The Program operates to stimulate development of public infrastructure in the Agency's urban renewal districts; and,

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

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

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

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

WHEREAS, as the City's first urban renewal district outside of downtown Boise and its first urban renewal district in a largely industrial area, the Gateway East Urban Renewal District has development needs and objectives that are unique among the urban renewal districts; and,

WHEREAS, these unique development needs and objectives necessitate a separate Participation Program for the Gateway East Urban Renewal District; and,

WHEREAS, attached hereto as Exhibit A is a Gateway East Participation Program prepared by Agency staff; and,

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

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

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

Section 2: That the Gateway East Participation Program, attached to this Resolution as Exhibit A, is hereby adopted to be effective immediately for all Participation Program agreements within Gateway East Urban Renewal District entered into by the Agency.

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

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on July 15, 2019. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on July 15, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Ryan Woodings, Vice Chair

ATTEST:

By: _____
David H. Bieter, Secretary



URBAN RENEWAL PLANNING



GATEWAY EAST DISTRICT

PARTICIPATION PROGRAM

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Overview & Goals

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

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

Type 1 - One Time Assistance

Type 2 - General Assistance

Type 3 - Transformative Assistance

Type 4 - Capital Improvement Project Coordination

Type 5 - Property Disposition

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

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

Statutory Framework

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

Idaho Code 50-2002 URBAN RENEWAL LAW (excerpt)

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

Idaho Code 50-2902 ECONOMIC DEVELOPMENT ACT (excerpt)

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

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

Best Practices

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

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

Coordination of Other Incentives

Other incentive programs are available in Idaho which target high wage jobs and investment in the State of Idaho. All available incentives are eligible to be combined with CCDC's Participation Program as may be limited by others and as noted below. **In no event can the same eligible expenses be paid for more than once.**

CCDC's incentives (Participation Program) relate solely to the property tax. Other incentive programs may also relate to the property tax and may significantly affect the CCDC incentive. CCDC's assistance, if approved, in final form will be a written agreement which will include a coordination of benefits provision which identifies other incentives.

State Incentives

See Department of Commerce (www.commerce.idaho.gov) for most current information. Incentives include:

- Tax Reimbursement Incentive (TRI)
Bring new high-wage jobs to Idaho and company could be eligible to receive up to a 30% reimbursement on sales, payroll, and corporate income taxes for up to 15 years. Companies must provide wages above the county average, and create at least 50 new jobs in an urban area, or 20 in a rural area.
- 3% Investment Tax Credit (ITC)
Credit against Idaho Corporate Income tax for qualifying new investment in tangible personal property (machinery & equipment) in Idaho. It can offset up to 50% of a company's liability and may be carried forward 14 years.
- Workforce Development Training Fund (WDTF)
Potential \$2,000/per new job created, paid directly to company. Jobs must be \$12/hour or more with benefits and the company must produce a product or service that is mainly marketed outside the region where the business is located.
- Idaho Opportunity Fund (IOF)
A grant program which allow the Director of the Idaho Department of Commerce to direct funds to projects for infrastructure needs within the community. This \$3 million fund will be used within this year to help "close" new projects.
- Idaho Power Industrial Efficiency Cash incentives for Energy-Efficient Designs.
The financial incentive is determined on the least of two calculations:
 - 12 cents per kilowatt-hour (KWh) saved per year or
 - 70% of the incremental project cost from a 2006 energy code rated project to a high efficiency project.

- Idaho Business Advantage (for qualifying companies)
To qualify a company must make a minimum \$500,000 investment in new facilities and create at least 10 new jobs that pay at least \$40,000 annually plus benefits. Average wage for all other jobs created must be \$15.50/hour plus benefits.
 - Increases ITC to 3.75% on corporate income tax related to the personal property part of the project (machinery/equipment – computers)
 - Real Property Improvement Tax Credit (RPITC) of 2.5% against corporate income tax - \$125,000 per taxable year with 14 year carry forward so total of \$1,750,000. This is the real property part of the project (new plant and facilities).
 - New Jobs Tax Credit (NJTC) increases the standard \$1,000/per job corporate income tax credit up to maximum of \$3,000/per job, depending on wages paid.
 - Sales & Use Tax Rebate (SUTR) of 25% is for any sales & uses tax that is paid for the property constructed, located or installed within the project.
 - Small Employer Growth Incentive (SEGIE) is decided by the Ada County Commission can grant an exemption on all or part of the investment value from property taxes for a determined period of time.

New Capital Investments Incentive Act - Large Business Property Tax Exemption (LBTE) 63-4502
 This exemption requires an investment minimum of \$1 billion in capital improvements (land not included), exempts all value over \$400,000 per year for 7 years.

Large Employer Property Tax Exemption (LEPTE) 63-602HH
 This exemption requires an investment of a minimum of \$25 million in capital per year, employs a minimum of 1,500 people, and exempts all value over \$800 million located in a single county including land.

Metro Area Incentives

The Boise Valley Economic Partnership offers free, customized, confidential services and site location assistance to businesses and entrepreneurs interested in relocating, starting up, or expanding in the Boise Valley. www.bvep.org

Ada County Incentives

The Ada County Commission is charged with the administration of two business incentive tax exemptions which are subject to approval by the Ada County Commission.

[\(https://adacounty.id.gov/commissioners/business-exemptions/\)](https://adacounty.id.gov/commissioners/business-exemptions/)

- Property Tax Exemption for Business (PTEB) 63-602NN
 Exemption is available for businesses investing minimum of \$500,000+ in commercial/industrial uses; not retail. The exemption may be full or partial tax exemption for up to 5 years; land is not eligible.
- Small Employer Growth Incentive Exemption (SEGIE) 63-606A
 The Ada County Commission can grant an exemption on all or part of the investment value from property taxes for a determined period of time. The company must invest minimum of \$500,000 in new plant/building facilities and increase employment by a minimum of 10 new employees.

City of Boise Department of Economic Development

- Project Management for Eligible Projects: The City offers one point of contact working with a multi-disciplinary team to expedite your project.
- Occupancy Assistance: The City will help you open your business quickly by navigating the system, acting as your single point of contact, and offering you “One Stop Shop” service.
www.boisecompetes.org

CCDC Incentives

- Types 1 – 5 Participation Program
- CCDC participation is NOT an entitlement and may or may not be provided at the sole discretion of the Board of Commissioners consistent with Board policy and the CCDC Participation Program.
- The Summary of Benefit Coordination, with respect to the other incentives, is only an indication of CCDC’s typical program approach and each project participation is determined on an individual project basis.
- Any other incentive which reduces local property tax will most likely reduce revenue to CCDC and limit and/or negate the ability to assist.
- Because the PTEB and the SEGIE Ada County Incentives involve partial or full property tax exemption for a variable number of years, any participation in these incentives will require individual project by project review and coordination of incentive programs.
- **In no event can the same eligible expenses be reimbursed more than once.**

OTHER INCENTIVE PROGRAMS	Other Incentive Is Direct Involves Property Tax	Other Incentive Relates to Taxable Property	CCDC PP T1 ELIGIBLE	CCDC PP T2 ELIGIBLE	CCDC PP T3 ELIGIBLE	CCDC PP T4 ELIGIBLE	CCDC PP T5 ELIGIBLE
SUMMARY OF BENEFIT COORD.	Y/N	Y/N	Y/N or TBD	Y/N or TBD	Y/N or TBD	Y/N or TBD	Y/N or TBD
TRI	N	N	Y	Y	Y	Y	Y
3% ITC	N	Y	Y	Y	Y	Y	Y
WDTF	N	N	Y	Y	Y	Y	Y
IOF	TBD	TBD	Y	Y	Y	Y	Y
Idaho Power	N	N	Y	Y	Y	Y	Y
IBA - ITC	N	Y	Y	Y	Y	Y	Y
IBA - RPITC	N	Y	Y	Y	Y	Y	Y
IBA - NJTC	N	N	Y	Y	Y	Y	Y
IBA - SUTR	N	Y	Y	Y	Y	Y	Y
IBA - SEGIE	Y	Y	TBD	TBD	TBD	TBD	TBD
LBTE	Y	Y	N	N	N	N	N
LEPTE	Y	Y	N	N	N	N	N
ADA-PTEB	Y	Y	TBD	TBD	TBD	TBD	TBD
ADA-SEGIE	Y	Y	TBD	TBD	TBD	TBD	TBD

Eligible Expenses

The Program can assist private and public development projects with improvements that benefit the public, which are located in the public right of way. These are called Eligible Expenses. All Eligible Expenses are paid by project owner/developer as expenses are incurred, and CCDC reimburses for Eligible Expenses after the project is complete. As described herein CCDC will pay for standard public improvements as required by City of Boise and Ada County Highway District, or as otherwise defined in subsequent planning documents regarding Gateway East.

Eligible Expenses generally include:

- Sidewalks and street lights
- Streets/road paving, curb and gutter
- Street trees, landscaping, and irrigation systems when required
- Main utility lines and facility upgrades to the point of delivery (power, water, sewer, phone, fiber)
- Certain environmental remediation improvements as may be preparatory to construction are evaluated on a case by case basis. An example of an eligible environmental remediation cost would be the hard costs for the removal of an underground storage tank in the public right of way. Soft costs, such as environmental assessments and costs within a private building, such as asbestos abatement, are not eligible for general assistance.
- Land dedicated as public right-of-way, where required for public road or infrastructure improvements
- Easements or land dedication for open space or residential buffer zones as described in the Gateway East Plan and/or approved by City of Boise
- Public multiuse pathways as described in the Gateway East Plan and/or approved by City of Boise

The project including the associated public improvements must be approved by Boise City and/or appropriate public agency with jurisdiction (i.e. ACHD, ITD).

Ineligible Expenses:

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

Easements

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

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

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

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

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

Key Program Conditions

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

Typical Participation Program Process

Step 1

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

Step 2

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

Step 3

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

Step 4

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

Step 5

- Developer completes project and associated public improvements

Step 6

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

Step 7

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

Step 8

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

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

Type 1: One Time Assistance

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

Eligible Expenses: The Type 1 (T1) allows assistance for public improvements in the right-of-way or easement area. See page 6 for a list of Eligible Expenses.

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

* Gateway East will not have a Capital Improvement Plan, or T1 resources, before FY2020.

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

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

Example	Private Improvement	Public Improvements	Total Budget	CCDC Reimbursement
New Construction Office/Warehouse Project	\$1.2 million	\$300,000	\$1.5 million	\$200,000
Exterior Remodel (includes sidewalk and street work)	\$800,000	\$150,000	\$950,000	\$150,000 (can only reimburse for public improvements)
Public Improvements Only (i.e. sidewalk)	\$0	\$150,000	\$150,000	\$75,000
Tenant improvement and street work	\$50,000	\$150,000	\$200,000	\$100,000

Type 2: General Assistance

Objective: Type 2 (T2) participation provides general assistance for public improvements and is intended to assist larger projects and include a broader scope of Eligible Expenses. The legal parcel(s) constitutes the site for a project. However, at the Board's discretion, a phased development may be scored independently if this better advances program goals.

Eligible Expenses: The Type 2 Participation allows assistance for public improvements in the right-of-way or easement area. See page 6 for a list of Eligible Expenses. :

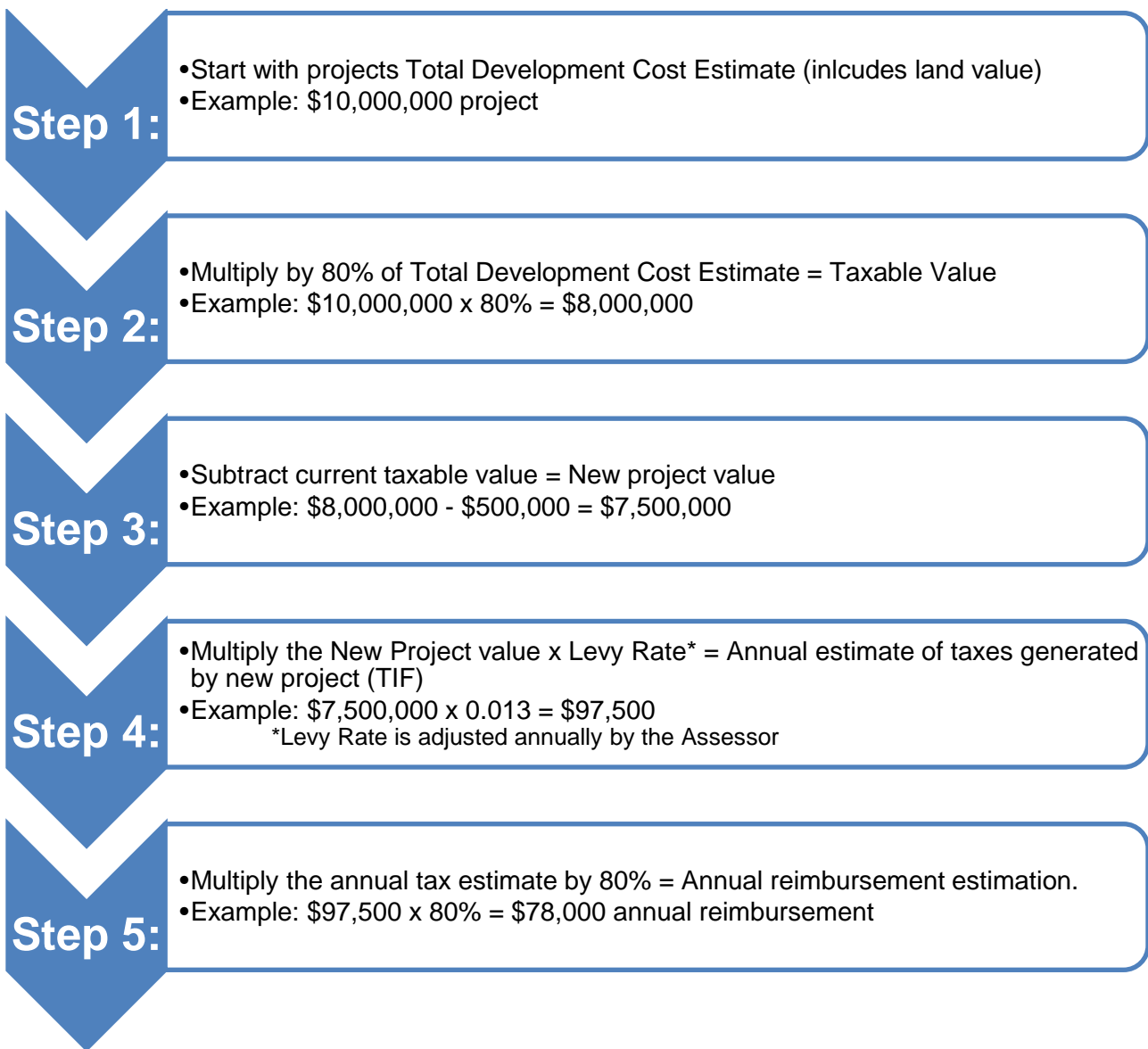
Timing: Type 2 assistance can be applied for at any time prior to obtaining building permits but preferably before or during project design in order to maximize a project's score. T2 Participation Program Agreements will be considered for approval by the CCDC Board after approval of a development application that includes the proposed public improvements.

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

- 1) The agreed upon Eligible Expenses of the project or
- 2) 80% of the project's tax increment value for the qualified reimbursement term (6 years).

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

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



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

Reimbursement Term:

The Type 2 reimbursement typically begins 18-24 months after the Project is complete, once the Full Assessed Value of the project has been added to the Primary Tax Roll by the Ada County Assessor and the tax assessments have been paid.

Project Type	Annual Reimbursement %	Maximum Reimbursement Term
Type 2	80% of Tax Increment	6 years

Type 3: Transformative Assistance

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

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

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

Eligible Expenses: See page 6. Soft costs may be included in intergovernmental, Public-Public projects.

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

Reimbursement:

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

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

Type 4: Capital Improvement Project Coordination

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

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

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

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

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

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

Type 5: Property Disposition (CCDC-owned property)

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

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

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

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

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



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AGENDA BILL

Agenda Subject: Resolution #1611 - Approval 11th & Bannock - Westside Urban Park - Public Art - Type 4 Capital Improvement Reimbursement Agreement		Date: July 15, 2019
Staff Contact: Doug Woodruff	Attachments: Resolution No. 1611 which includes the Reimbursement Agreement	
Action Requested: Adopt Resolution No. 1611 approving the Westside Urban Park Public Art Type 4 Capital Improvement Reimbursement Agreement.		

Background:

If approved and subsequently executed by all parties, Type 4 Capital Improvement Reimbursement Agreement ("Agreement") sets forth the Agency's commitment to reimburse Boise City Arts and History the actual cost—not to exceed \$200,000—for public art identified in the forthcoming Westside Urban Park.

Creation of the Westside Urban Park is a strategic public investment in the Westside Downtown's evolving neighborhood. It is a place-making effort that is catalyzing continued quality, urban, mixed-use development, such as 11th and Idaho office building. The park is envisioned to be a distinctive urban open space, a place where people connect with the outdoors, and a hub for community events. The public park will serve as a common area for office workers, residents, shoppers and visitors of the west side of downtown.

Boise Parks and Recreation and CCDC hosted an open house and online survey in June 2018 to learn from the public what features they desire in this park. The most desired park feature of the 248 respondents is interactive public art in the park. This input supports the preliminary park plans that identify public art as an important feature that also is expected to contribute to the neighborhood's identity.

This Agreement forms a partnership with Boise Arts and History to procure the public art which is in the public's best interest in numerous ways. Arts and History staff are experts capable of procuring and curating quality art for public benefit. Employing their well vetted and inclusive public procurement process will ensure a good outcome. Arts and History Department will assume ownership and maintenance of the art work.

The procurement process and art selection process will be led by Arts and History and the selection committee will include a CCDC staff member, project design team member, and other important stakeholders. The Artist will be selected through a qualifications based selection process. The selected artist will work closely with the park project's design team to develop art that is integrated and cohesive with the overall design and other park features.

Fiscal Notes:

The Agency's FY2019 approved budget includes \$3,000,000 for the Westside Park project which includes a \$1,000,000 contribution from Boise Parks Department. This Agreement commits \$200,000 to Boise Arts and History for public art. Preliminary probable costs estimates provided by the project's CMGC forecast that the current park concept design, including a \$200,000 public art contribution, can be built within the \$3,000,000 budget.

Staff Recommendation:

Staff recommends approval of Resolution No. 1611.

Suggested Motion:

I move to adopt Resolution No. 1611 approving the Westside Urban Park Public Art Type 4 Capital Improvement Reimbursement Agreement.

RESOLUTION NO. 1611

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT BETWEEN THE AGENCY AND THE CITY OF BOISE FOR WESTSIDE PARK PUBLIC ART; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AND ATTEST SAID TYPE 4 AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE TYPE 4 AGREEMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES SUBJECT TO CERTAIN CONDITIONS; 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 Westside Downtown Urban Renewal Plan (the "Westside Plan"), and following said public hearing, the City adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings; and,

WHEREAS, the Agency funds public art in its urban renewal districts as an economic development tool to attract people and businesses to those districts; and,

WHEREAS, Idaho Code § 67-2332 provides that public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties; and,

WHEREAS, having partnered for public art in prior years, the Agency and the City now wish to memorialize their collaboration for public art in downtown Boise for Fiscal Year 2019; and,

WHEREAS, the City manages public art projects for itself and on behalf of the Agency; and,

WHEREAS, the Agency and the City have identified the future Westside Park located at the southwest corner of the intersection of 11th Street and Bannock Street in the Westside Urban Renewal District as suitable to receive a public art project to energize the park space; and

WHEREAS, the Agency has budgeted funds in Fiscal Year 2019 for the project; and

WHEREAS, the Agency Board finds it in the best interests of the Agency and the public to approve the Type 4 Capital Improvement Reimbursement Agreement for a public art project at the future Westside Park.

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

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

Section 2: That the Type 4 Capital Improvement Reimbursement Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein as if set out in full, is hereby approved and adopted.

Section 3: That the Executive Director is hereby authorized to sign and enter into the Agreement and, further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by Agency legal counsel that there is no default under the Agreement and that all conditions precedent to actions and 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 July 15, 2019, Agency Board meeting.

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 July 15, 2019. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on July 15, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Ryan Woodings, Vice Chair

ATTEST:

By: _____
David H. Bieter, Secretary

EXHIBIT A
to Resolution No. 1611

[on the following pages]

CAPITAL CITY DEVELOPMENT CORPORATION
CITY OF BOISE CITY, IDAHO
TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT
2019 WESTSIDE PARK PUBLIC ART

THIS TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code ("CCDC"), and the City of Boise City, Idaho, an Idaho municipal corporation ("City"). CCDC and City may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

WHEREAS, Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties; and

WHEREAS, CCDC funds public art in its urban renewal districts as an economic development tool to attract people and businesses to those districts; and

WHEREAS, the City has managed public art projects on behalf of CCDC; and

WHEREAS, CCDC and the City have identified the future Westside Park located at the southwest corner of the intersection of 11th Street and Bannock Street in the Westside Urban Renewal District as suitable to receive a public art project to energize the park space; and

WHEREAS, the City agreed to fund \$1,000,000 of park capital improvement costs in a Contribution agreement dated June 4, 2019. The contribution is for park improvements and not specifically for public artwork.

WHEREAS, CCDC has budgeted Agency funds in Fiscal Year 2019 for this project that include the City's contribution; and

WHEREAS, CCDC and the City have determined that it is in the best public interest to enter into this Type 4 Capital Improvement Reimbursement Agreement whereby the Parties agree they will collaborate in order to achieve the objectives desired by the Parties, all in accordance with CCDC's Participation Program.

AGREEMENT

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

1. **Purpose.** The purpose of this Agreement is to memorialize the Parties' understanding concerning the financial contributions for construction and installation of public art that is integrated into the future Westside Park in downtown Boise.

2. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date on which this Agreement was signed by the last of the Parties to execute it.

3. **Term.** This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or 2.) September 30, 2021, whichever comes first.

4. **Art Selection.** City will collaborate with the Westside Park project design team and stakeholder group to develop and release a Request for Qualifications (Call to Artists) for local and national artists to design, fabricate, and transport the artwork for installation by CCDC's public works construction licensed contractor in the Westside Urban Renewal District. At its discretion, CCDC may provide initial input to City regarding the desired art content. City will include a CCDC representative in the art selection process.

5. **Artwork.** The Parties have identified the future Westside Park to receive the artwork. It is understood by the Parties that the artwork will serve to celebrate the unique aspects of the Westside neighborhood, including the architecture, history, and existing aesthetic improvements, and will serve as an iconic and interactive feature of the park as well as contribute to the identity of the district.

6. **Payment Obligation.** The total amount paid by CCDC to City for the artwork installed under this Agreement (the "Payment Obligation") shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000).

7. **Reimbursement.** CCDC shall reimburse City as project-related expenses are incurred and documented and upon sufficiently detailed invoicing having been received by CCDC from City. After installation, billing, and reimbursement for artwork, CCDC shall have no further financial obligation or maintenance responsibility under this Agreement. In order to contain all project-related costs in any particular fiscal year, CCDC can, at its option, remit to City a lump sum amount equal to this Agreement's outstanding balance at any time.

8. **Project Management; Project Updates.** City shall be responsible for managing all aspects of selection, fabrication, delivery of artwork to project site, coordinating installation,

and post-installation maintenance of the artwork under this Agreement. City shall be responsible for receipt and review of invoices from and disbursement of payments to artists and consultants. City will provide periodic reports to CCDC staff on the progress of the project.

9. Art Feature Design Integration; Installation. City shall be responsible for coordination of the artwork and its necessary footings, foundations, and attachments with the overall park's conceptual design, technical drawings, construction activities, timeline, and artwork installation budget. The City will provide CCDC's consultants with the information necessary to engineer the artwork's footing and attachments. The park budget includes a separate \$25,000 installation line item to fund the construction of artwork footings and attachments as well as installation of the artwork. It is the City's responsibility to ensure the artwork is installed within the installation budget. Any cost overruns associated with artwork installation are the City's responsibility. CCDC's consultants and contractor will coordinate with the City in preconstruction planning and installation of the artwork. CCDC's contractor will invoice CCDC for the installation costs.

10. Subordination of Reimbursement Obligations. 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 previously entered into which have committed available CCDC FY19 funds.

11. Maintenance After Construction. City shall maintain or arrange to maintain the artwork funded by this Agreement at its own expense. City's obligations, as set forth in this Section, shall be for the warranty period described below and shall survive the termination of this Agreement. City acknowledges and agrees CCDC has no obligation to maintain the artwork installed as part of this Agreement or any other maintenance obligations under this Agreement.

12. Promotion of Project. City shall recognize CCDC as a funding partner in any publicity, signage, reports, or documentation related to the artwork. Both Parties may promote their involvement in this Agreement, including information posted on websites and social media. Any promotion by the Parties must include credit to the artist including the artist's name and title of the work.

13. Warranty. City warrants that the materials and workmanship employed in the fabrication of the artwork is of best quality and free from defects in materials and workmanship, including inherent vice. "Inherent vice" refers to a quality within the material or materials which comprise the Work which, either alone or in combination with other materials used in the Work or reacting to the environment, results in the tendency of the Work to destroy itself. Such warranty shall extend for a period of two (2) years after artwork installation.

14. Ownership. CCDC makes no claim now or in the future to any ownership, including intellectual property rights, of the artwork installed under this Agreement.

15. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days, or ten (10) days in the event of failure to pay money, from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement. In the event of a default, the non-defaulting Party may do the following:

- a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.

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

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

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

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

If to CCDC: Doug Woodruff, Project Manager
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
dwoodruff@ccdcboise.com

With a copy to: John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
jbunelle@ccdcboise.com

If to Boise City: Karl LeClair, Public Art Program Manager
Boise City Department of Arts & History
P.O. Box 500
Boise, Idaho 83701-0500
kleclair@cityofboise.org and artsandhistory@cityofboise.org

With a copy to: Boise City Attorney's Office
Attn: Rob Lockward, Deputy City Attorney
P.O. Box 500
Boise, Idaho 83701-0500
rlockward@cityofboise.org

20. Indemnification. The following indemnification provisions shall be deemed as separate and independent from this Agreement in the event there is any default, termination, cancelation, or expiration of this Agreement and shall expressly survive any such default, termination, cancelation, or expiration:

- a. City shall protect, defend, indemnify, and hold harmless CCDC from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by City, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of CCDC or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of City's sovereign immunity or any other protection afforded to City as an Idaho municipal corporation, including but not limited to the protections of the Idaho Tort Claims Act.
- b. CCDC shall protect, defend, indemnify, and hold harmless City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by CCDC, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of City or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of CCDC's sovereign immunity or any other protection afforded to CCDC as an independent public body corporate and politic, including but not limited to the protections of the Idaho Tort Claims Act.

21. Insurance Requirements. Each Party shall maintain, and specifically agrees that it will maintain throughout the term of this Agreement, liability coverage in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho State Code (currently, a minimum of \$500,000.00). Upon request, each Party shall provide the requesting Party with a Certificate of Insurance, or other proof of coverage evidencing compliance with the requirements of this paragraph.

22. Antidiscrimination. City, for itself and its successors and assigns, agrees that in all aspects provided for in this Agreement it will not discriminate against any person on the basis of age, race or ancestry, color, national origin, disability or handicap, creed or religion, sex, sexual orientation, gender identity, gender expression, or marital status.

23. Entire Agreement; Waivers. This Agreement, including its exhibits, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties for the subject matter herein. 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. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and City.

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

25. Amendments to this Agreement. CCDC and City agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein. Any such amendments shall be in writing and agreed to by the Parties.

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

IN WITNESS WHEREOF, an authorized representative of each Party, intending to be bound by this Agreement, executed this Agreement on the date last written below.

FOR CCDC:

By: _____
John Brunelle, Executive Director

Date: _____

CCDC Budget Info / For Office Use	
Account	303-6250
Activity Code	18052
PO#	190074
Contract Term	September 30, 2021

Approved as to form:

Mary Watson, General Counsel | Contracts Manager

Date: _____

FOR BOISE CITY:

ATTEST:

By: _____
David H. Bieter, Mayor

Lynda Lowry, *Ex-Officio* City Clerk

Date: _____

Date: _____

Approved as to form:

Rob Lockward, Deputy City Attorney

Date: _____

EXHIBITS

A: City of Boise Memo, dated May 29, 2019.



DEPARTMENT OF ARTS & HISTORY

MAYOR: David H. Bieter | DIRECTOR: Terri Schorzman

MEMO

TO: Doug Woodruff, CCDC
FROM: Karl LeClair, City of Boise
DATE: 5/29/2019
RE: Westside Park Public Art

WESTSIDE PARK PUBLIC ART

In FY 18, CCDC initiated a design process to develop a new park concept for the Westside District located at the southwest corner of the intersection of 11th and Bannock Streets. As a result of the schematic design and public feedback session, public art was identified as an integral element to include in the park's design. CCDC initiated a conversation with Arts & History to identify the proper public art process and approach to incorporating and developing a public art project for the new park.

Arts & History staff were invited to join the project design team and stakeholder group and over the course of FY 18 and FY 19 negotiated on the appropriate approach. The stakeholder group has recommended that a budget range of \$150,000 - \$200,000 be allocated to a dedicated public art budget.

Arts & History staff will continue to collaborate with the stakeholder group and design team to develop a request for qualifications to attract and commission an artist, artist team, or group of artists who will provide design, fabrication, and installation oversight services for public art projects to be integrated into the park's design. Arts & History staff will develop the RFQ, facilitate the artist selection process, draft and negotiate contract(s), manage the selected artists and project responsibilities, and coordinate with the project team to prepare the site for installation. Installation of the work will be coordinated with the park's contractor.

The Department of Arts & History makes the following request for use of CCDC funds:

Public Art for Westside Park - \$150,000 - \$200,000



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AGENDA BILL

Agenda Subject: Resolution 1614 Approving the Real Property Surplus Designation and Sealed Bid Disposition Policy	Date: July 15, 2019
Staff Contacts: Laura Williams, Project Manager Ryan Armbruster, Agency Legal Counsel	Attachments: 1. Resolution No. 1614
Action Requested: Adopt Resolution 1614 Approving the Real Property Surplus Designation and Sealed Bid Disposition Policy	

Background:

The Idaho State Statute sets forth a process for real property disposition for urban renewal agencies which follows a public Request for Proposal process. If this process is not used, the CCDC Board must approve an alternative approach.

CCDC extensively reviews properties for redevelopment potential before acquiring any real property. However, in rare instances, after acquiring a property, circumstances may change that make it impractical for CCDC to follow the typical RFP process, and warrant an alternative approach for property disposition. CCDC has discussed the best possible alternative approach in these circumstances with counsel, and is recommending adopting a Surplus Designation with a Sealed Bid Auction approach when real property meets certain conditions.

Conditions for real property to be considered Surplus:

- 1) The Agency's Plans no longer provide a feasible method for redevelopment of the parcel
- 2) Conditions in the area have changed, resulting in unreasonable circumstances for redevelopment of the property to take place in such a way that complies with the Plans
- 3) The parcel is no longer suitable for redevelopment under the Agency's Plans because of size, configuration, or unknown pre-existing conditions of the parcel
- 4) The Agency was unsuccessful in acquiring and assembling any surrounding parcels to provide for a likely development opportunity
- 5) The Agency solicited Requests for Proposals and did not receive a proposal from a qualified developer for a development that would achieve objectives in the Plans

If a property meets at least one of the above criteria, then the CCDC Board could designate it as Surplus Property, and follow an alternative disposition process outlined below, known as a Sealed-Bid Auction.

Sealed Bid Auction Process:

- 1) Declaration surplus and intent to sell or exchange real property
- 2) Publish a summary of the declaration of surplus property and provide notice of a public hearing at least fourteen (14) days prior to the date of the public hearing

- 3) Obtain an appraisal
- 4) Determine a minimum price for the parcel, if any
- 5) Proceed through a sealed bid auction, and if no bids are received, to sell such property as it deems in the best interest of the Agency

During the sealed bid auction process, the Board may impose other conditions of sale as appropriate. Additionally, CCDC can reserve the right to reject all bids, if none are in the best interests of the Agency.

Fiscal Notes:

In the case that a property is sold through a Sealed-Bid Process, the Agency would take the highest offer that complies with the conditions of the bid. The proceeds from such sale can be used for purchase of a new, more appropriate parcel for redevelopment, directed to capital improvement projects, or utilized in the budget for other Agency operations.

Staff Recommendation:

Adopt Resolution 1614 Approving the Real Property Surplus Designation and Sealed Bid Disposition Policy.

Suggested Motion:

I move to adopt Resolution 1614 Approving the Real Property Surplus Designation and Sealed Bid Disposition Policy.

RESOLUTION NO. 1614

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION, APPROVING AND AUTHORIZING A POLICY CONCERNING A DECLARATION OF SURPLUS REAL PROPERTY AND ADOPTING OF PROCESS TO DISPOSE OF SUCH SURPLUS REAL PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, by Resolution No. 1154, adopted on August 23, 1965, the City Council (the “City Council”) and Mayor of the city of Boise City, Idaho (the “City”) created an urban renewal agency, the Boise Redevelopment Agency, now known as Capital City Development Corporation (the “Agency”), authorizing it to transact business and exercise the powers granted by the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”), upon making the findings of necessity required for creating said Agency;

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

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

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

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

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

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

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

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

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the First Amendment to the 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”);

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

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

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 26-18 on July 24, 2018, approving the First Amendment to the 30th Street Plan deannexing certain parcels from the existing revenue allocation area and making certain findings;

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

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

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

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

WHEREAS, the First Amendment to the River Myrtle-Old Boise Plan, the First Amendment to the 30th Street Plan, the Westside Plan, the Shoreline District Plan, and the Gateway East District Plan are collectively referred to herein as the “Plans”;

WHEREAS, pursuant to the Act and the Plans, the Agency is authorized to own real property and carry out the purposes and various projects under the Plans and to enter into and carry out contracts or agreements in connection therewith;

WHEREAS, Idaho Code requires urban renewal agencies to dispose of real property under reasonable competitive procedures as it may designate or as specifically set forth in Idaho Code § 50-2011, which guides urban renewal agencies to “invite proposals from and make available all pertinent information to private redevelopers or any persons interested in undertaking to redevelop or rehabilitate an urban renewal area, or any part thereof.”;

WHEREAS, over the course of time, such acquired Agency property may, based on the reasons set forth below, no longer be practicable for the Agency to wholly comply with the property disposition guidelines set forth in Idaho Code § 50-2011 as a result of one of the following circumstances:

- any of the Agency’s Plans may no longer provide a feasible method to provide for redevelopment of the parcel any other use or redevelopment of such parcel; or
- conditions in the neighborhood area may have changed resulting in no reasonable development opportunity in compliance with the Act and Plans; or
- the parcel may not be suitable for development under any of the Agency’s Plans because of the size or configuration or unknown pre-existing conditions of the parcel; or
- the Agency may have been unsuccessful in acquiring and assembling any other surrounding parcels to provide for a likely development opportunity; or
- the Agency has solicited proposals for the parcel in compliance with Idaho Code § 50-2011 and not been successful in receiving a proposal from a qualified developer for a development to achieve the objectives of the Act and the Plans.

WHEREAS, in the event any Agency parcel falls within the reasons set forth above, the Board finds it appropriate and in the best interest of the Agency and the public to consider a policy which will result in the disposition of the parcel through a specifically defined process;

WHEREAS, the Board finds it in the best interests of the Agency and the public to dispose of any surplus property, which falls within the criteria set out above, by using the municipal competitive bidding process for disposition of surplus property set forth in Idaho Code Title 50, Chapter 14 (the “Municipal Act”) providing for a public hearing, establishing a sealed bid process, minimum bid, and allowing for an exchange in lieu of cash;

WHEREAS, the Agency finds it in the Agency’s best interest to adopt a policy for the disposition of surplus real property which falls within the criteria set forth herein.

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

Section 1. The above recitals and statements are true and correct.

Section 2. The Board finds it in the best interest of the Agency and the public to adopt by reference the Municipal Act to dispose of any Agency property deemed to be surplus property.

Section 3. The Board hereby approves a parcel shall be determined as surplus real property if any of the following conditions apply:

- any of the Agency's Plans may no longer provide a feasible method to provide for redevelopment of the parcel any other use or redevelopment of such parcel; or
- conditions may have changed resulting in no reasonable development opportunity in compliance with the Act and Plans; or
- the parcel may not be suitable for development under any of the Agency's Plans because of the size or configuration of the parcel; or
- the Agency may have been unsuccessful in acquiring any other parcels to provide for a likely development opportunity; or
- the Agency has solicited proposals for the parcel in compliance with Idaho Code § 50-2011 and not been successful in receiving a proposal from a qualified developer for a development to achieve the objectives of the Act and the Plans.

Section 4. Upon a finding an Agency parcel constitutes surplus property, it shall then follow the process set forth in the Municipal Act, which includes:

- declaration of intent to sell or exchange real property;
- publishing a summary of the Agency action declaring such parcel surplus property and providing a notice of public hearing before the Agency Board which shall be published at least fourteen (14) days prior to the date of the public hearing;
- obtaining an appraisal under such terms and conditions as may be deemed appropriate by the Board;
- determination of a minimum price for the parcel, if any;
- proceeding through a sealed bid auction, and if no bids are received, to sell such property as it deems in the best interest of the Agency; and
- imposition of other conditions of sale as may be deemed appropriate by the Board.

Section 5. The Chair, the Vice-Chair, and the Executive Director of the Agency are each hereby authorized to take all action necessary or desirable in conformity with this Resolution.

Section 6. All bylaws, orders, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency.

Section 7. This Resolution shall take effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Boise City, Idaho, on July 15, 2019. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on July 15, 2019.

APPROVED:

By _____
Ryan Woodings, Vice Chair

ATTEST:

By _____
David Bieter, Secretary

4832-3510-6972, v. 1



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AGENDA BILL

Agenda Subject: 11 th and Idaho Office Building - Type 2 Participation Agreement Designation with 11th & Idaho Partners LLC.		Date: July 15, 2019
Staff Contact: Shellan Rodriguez	Attachments: 1) Site Map 2) Images and Rendering 3) Public Improvement Plan	
Action Requested: Review 11 th and Idaho Office development as an eligible Type 2 General Assistance Participation Project and direct staff to continue negotiating a final agreement with 11th & Idaho Partners LLC for future board approval.		

Background:

11th & Idaho Partners LLC was set up develop the project; Rafanelli & Nahas is the majority owner. They are a locally based commercial developer with properties in the Westside Urban Renewal District. The nine-story office building will include approximately 10,000 s.f. of lobby, retail and office space on the first floor with floors two through nine being Class A office space (approximately 170,000 s.f.). The building includes nearly 181 designated off-site parking in the nearby Boise Plaza parking garage and has ADA on-site parking.

Notably, the proposed Westside public park (construction is planned to begin in May, 2020 and known as the Westside Park) is adjacent to the north of the building. It is considered by the development team to be an important project amenity and the building is designed to look out onto the urban park as a place for tenants to get fresh air or have an outdoor meeting. The building includes awnings along Idaho and a loggia facing 11th, providing protection from the elements, shade and outdoor sitting space. The project plans were approved by Design Review on July 11, 2018 and the building permit will be issued later in July . Construction is set to commence on the office building in early August.

Rafanelli & Nahas developed the Boise Plaza parking garage as a complement to the iconic Boise Plaza that the real estate development firm owns. The 11th & Idaho office building will also complement Boise Plaza and bring a cohesive “look and feel” to that area. One of the country’s largest and most renowned architects, Perkins + Will, is the architect and the general contractor is locally based ESI Construction.

Upon initial staff review of the application the project scores 136 to 146 points, bringing the project on the cusp of a Level A. Depending on additional review of the proposed awnings and the actual tenants that end up leasing the building the project will likely end up in the Level A

range at the time of completion. If the project is designated as a Participation Program this will be outlined clearly in the final Participation Agreement.

Project Summary and Timeline:

- Addressed as 1118 West Idaho Street, corner of Idaho and 11th adjacent to the El Korah historic building
- 180,000 s.f. office and retail space
- Zoned C-5DD
- Primarily off-site parking at the Boise Plaza Garage, surface level visitor parking located at the corner of 12th and Bannock.
- \$45 million total budget including estimated tenant improvements (\$30 million in hard construction costs for the shell and core)
- The tenant(s) have not been determined and/or disclosed
 - Based on experience in this market the developer expects to lease to the following sectors – legal, tech, banking, insurance.
- Estimated rents will be in the upper \$20s per s.f., full service
- July 2018 - DR Approval
- August 2019 – Site work begins
- October 2020 – Construction completion
- 2021- Project is on tax rolls and pays property taxes
- 2022 – 2026 (or end of District, whichever is sooner) - T2 reimbursement based on actual expenses and taxes paid

Fiscal Notes:

Preliminary information shows that the project has Eligible Expenses of just over \$1 million which includes streetscapes demolition and rebuilding with silica cells and updated furnishings. Based on CCDC's Tax Increment generation equation, CCDC estimates that the project will generate between \$450,000 - \$500,000 annually beginning in FY 2022. Assuming the project achieves the Level A scoring, the reimbursement for Eligible Expenses will be 80% of the increment generated or, approximately \$350,000-\$400,000. In the event the project does not meet the Type 2 point thresholds for Level A it will meet Level B, making it eligible for up to 60% of the increment generated. Assuming the project is complete in 2020, CCDC will reimburse the project for its agreed upon Eligible Expenses from 2023-2025. The increment is estimated to pay back the project's Eligible Expenses in 3 years as a Level A and 4 years as a Level B.

Upon approval of a contract, staff will include the project in the upcoming 5 Year CIP for the Westside District.

Staff Recommendation:

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

Suggested Motion:

I move to direct staff to negotiate a final Type 2 Participation Agreement with 11th & Idaho Partners LLC for future board approval.

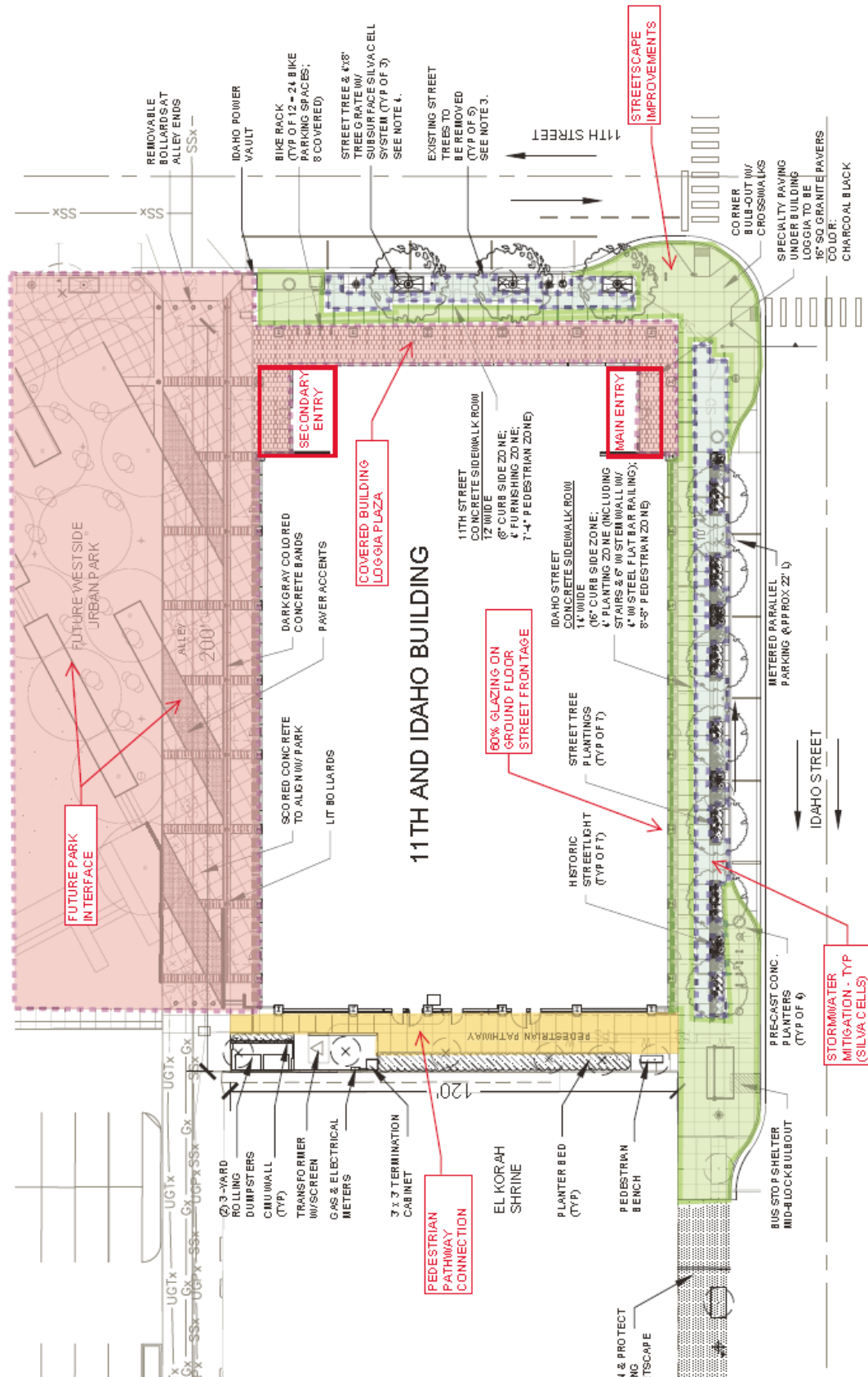


Attachment 2 – Images and Rendering





Attachment 3 – Landscape Plan (shows public improvements)





V. INFORMATION ITEMS



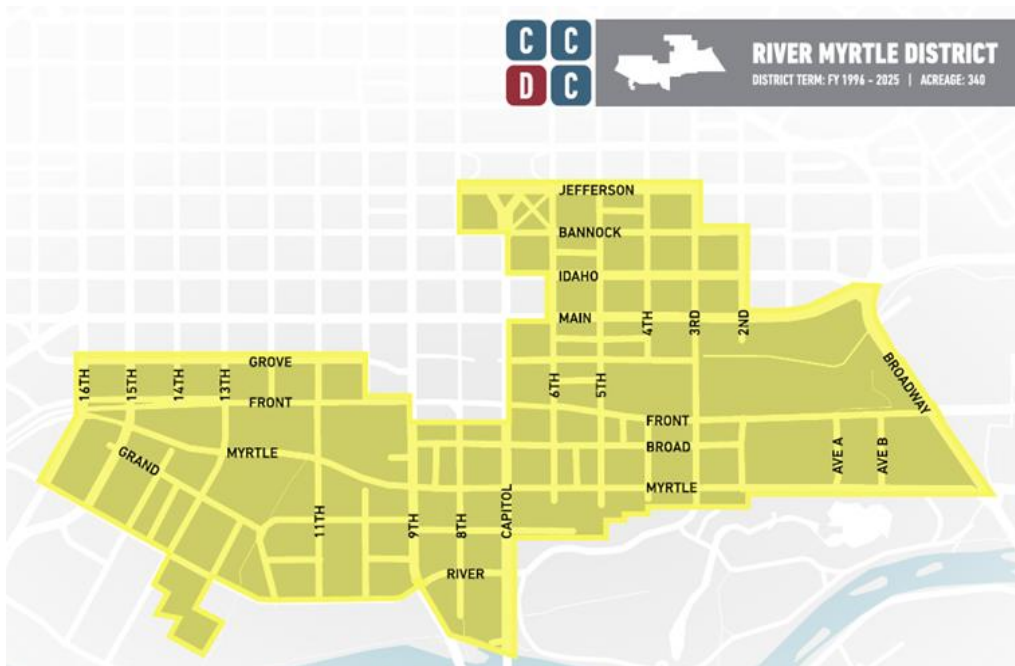
DATE: July 15, 2019

TO: Dana Zuckerman, Chair, and Board of Commissioners

FM: John Brunelle, Executive Director

RE: CCDC Monthly Report

RIVER – MYRTLE / OLD BOISE DISTRICT



Economic Development

5th & Front Streets - Hotel and Parking Garage - PP Type 3, 5: Construction continues on the 5th and Front Garage. The 540-space parking garage is scheduled to open in early 2020 with the hotel to follow in summer 2020. CCDC has committed to leasing 200 parking spaces for public use. People interested in leasing a space should contact The Car Park to reserve a monthly pass.

505 W. Idaho Street - The Gibson - PP Type 2, 4: The Gibson apartment building is complete and nearly leased up. The Agency inspected the public improvements subject to reimbursement

and has received final acceptance of the “parklet” from the City’s Parks & Recreation Department. The Agency is processing reimbursement as per the existing Participation Agreements.

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 are nearly complete, and CCDC toured the development on Friday, June 12 with the developer. Upon completion, 34 workforce rental housing units and a small retail space along the Pioneer Pathway will help transform this urban neighborhood. 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.

611 S. 8th Street – Afton Phase I – Agency Disposition PP Type 5: In 2001, CCDC acquired this site for redevelopment then sold the site in two phases to RMH Company following a 2013 competitive RFQ/P process. Phase I with 60 condominium units is completed, sold, and occupied. A unique restaurant “*Kiwi Shake & Bake*” opened in December 2018 in the corner retail unit at 8th & River Streets.

620 S. 9th Street – Afton Phase II – Agency Disposition PP Type 5: Phase II construction is progressing and more than 50 percent of the condo units have been sold. Delivery of the finished 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. Facility operations and maintenance continue at a normalized level, while event and user programming by Actuate Boise remains active. Repairs on a loose stairwell railing were completed on July 8.

410 S. Capitol Blvd - Marriott Residence Inn - PP Type 2: The Agency’s first reimbursement for construction of the fully-outfitted streetscapes is scheduled to be paid in September 2019. The project includes approximately 185 suites and 100 structured parking stalls.

200 Myrtle Street - Boise Caddis - PP Type 2: The Board approved the Type 2 Participation Agreement with Boise Caddis at the June 2019 Board Meeting. The Project includes 160 rental units and 400 parking stalls. Ada County will purchase the parking stalls for use by its nearby Courthouse complex workforce. The Type 2 Agreement includes approximately \$1.2 million in public improvements for 2nd, 3rd, and Myrtle Streets and a small portion of Broad Street, which will be reimbursed using tax increment revenue generated by the project. Construction is scheduled to begin this fall with final completion in Summer 2021.

406 Broad Street - Cartee Apartments - PP Type 2: The Cartee developer has submitted the construction drawings for permitting to the City. The agreement between CCDC and the developer contemplates approximately \$1.3 million in Eligible Expenses to be reimbursed using the project’s tax increment dollars. The project includes approximately 160 apartments units and 176 structured parking spaces. Construction is scheduled to begin Fall 2019.

429 10th Street - Agency Owned - PP Type 5 (RFP): After exploring options for disposition of the small .08-acre site with CCDC counsel, the Agency is proposing a new Disposition Process and Policy to the Board at its July meeting. This process will require that real property meet certain criteria to qualify as “Surplus” at which time the real property can be disposed of through a sealed bid process, consistent with Title 50, Chapter 14, Idaho Code, which the City of Boise follows.

Infrastructure

535 S. 15th Street – River Street Lofts – PP Type 1: The developer has experienced delays in construction and plans to be complete in November this year. The Agency is proposing a time extension to the Board at its July meeting to ensure the Agency can reimburse up to \$150,000 for eligible public improvement expenses upon completion of the project.

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. 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. The Agency submitted the approved work request payment to Idaho Power on June 10, and Probst Electric was selected as the contractor.

11th Street Streetscape - Grove Street to River Street: These streetscape improvements are planned for construction in FY23. To maximize public investment, the Agency is working closely with ACHD on its 11th Street bikeway facilities project. 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 Street Streetscape - Front Street to Main Street: Design and construction of streetscape improvements 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 design was executed.
March 2019	Design Review package submitted to City of Boise.
Late May 2019	The Land Group submitted final plans to ACHD. Final approval included several license agreements. Project includes Block 7 Alley project as the 2019 Streetscape Project.
July 8, 2019	Invitation for Bid issued.
July 30, 2019	Bid Due Date
August 12, 2019	Award Contract (<i>anticipated</i>)

ROMB - Consolidated Newspaper Boxes: CCDC and the City are coordinating purchase and installation of consolidated newspaper boxes. The Agency received approval on June 3 from the City for proposed locations and box configurations. The Agency has ordered newspaper boxes from M.E.R. and anticipates delivery in early September.

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 improvements.

Mobility

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

ROMB Circulator – Preliminary Engineering: CCDC is partnering with the City to split the costs of preliminary engineering for the Downtown Circulator project. The Agency is re-budgeting preliminary engineering funds to FY2020. The Agency stands ready to assist and anticipates direction in the near future.

ParkBOI - Capitol & Myrtle Parking Garage – Agency Owned Property: The site walk for the Code Analysis Project was conducted on April 17. The Draft Report was received May 31. The 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. The Final Report was received in June, and the findings are being incorporated into the Parking Reinvestment Program.

ParkBOI - 11th & Front Parking Garage – Agency Owned Property: No significant maintenance performed in June. Data indicates fewer than 100 of the 722 spaces that were originally available for general public monthly use remain 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, received, and reviewed proposals from design professionals. CCDC and the City selected a design professional and a contract is forthcoming. A vision statement and public involvement plan are being developed.

Block 7 – CCDC Alley Program: Block 7 is bounded by Capitol Boulevard, Main Street, 6th Street, and Grove Street. This project is being bid with the 6th Street Streetscape Project (see above). Contract award is currently scheduled for the August Board meeting. The project includes pavement enhancements, lighting, and improved trash facilities.

Special Projects

ROMB Public Art – City of Boise Traffic Boxes – PP Type 4: The City Arts & History Department issued the Call-To-Artists. The T4 Agreement with the City of Boise was approved by the Board on February 11, 2019. Artists were selected and traffic boxes were assigned in March. Art content has been approved and 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 City’s 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’s 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 Property Manager submitted budgets for FY2020 in May. The Agency is currently reviewing and incorporating the data into the FY2020 budget.

421 N. 10th St – ISG/BSN Building - Agency Owned Property: Spring preventive maintenance was performed on the HVAC units in April. Total System Services repaired three roof top units needing new compressor contactors. The Property Manager submitted budgets for FY2020 in May. The Agency is currently reviewing and incorporating the data into the FY2020 budget.

Infrastructure

11th Street Streetscape - Washington Street to Grove Street: These streetscape improvements are planned for construction in FY23. To maximize public investment, the Agency is working closely with ACHD on its 11th Street bikeway facilities project. 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.

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 began its work on July 8 following conclusion of the X-Games at Rhodes Park. Substantial Completion is scheduled for September 3, 2019.

Westside District - Consolidated Newspaper Boxes: CCDC and the City are coordinating purchase and installation of consolidated newspaper boxes. The Agency received approval on June 3 from the City for proposed locations and box configurations. The Agency has ordered newspaper boxes from M.E.R. and anticipates delivery in early September.

Bannock Streetscape – 8th to 9th Streets: Jensen Belts Associates has completed the Design Review package. The project is on a temporary hold pending the outcome of City/ACHD traffic and street configuration decision. The City has met with ACHD and anticipates starting public outreach in July.

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 soon.

10th & State Streets – Brady Block Concepts: CCDC is working with nearby landowners around the Agency-owned sites to create transformative development in this area. CCDC hopes to incentivize the future redevelopment of some of the underutilized sites adjacent to the Brady Block.

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 2: This highly designed, 9-story, new Class A office building is being developed by Rafanelli and Nahas and is using the globally recognized architecture firm Perkins + Will. The site is adjacent to the future Westside Urban Park and is being designed to complement the existing Boise Plaza. The Developer has submitted a complete application to be designated as a Type 1 Participation Project which will be presented to the Board on July 15, 2019.

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. After an Agency presentation, the Council accepted the report on June 4 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. The Agency and its counsel are working on scoping the plan amendment as well as the public outreach.

Mobility

ParkBOI - 10th & Front Garage – Agency Owned Property: The Agency worked with the structural engineering firm KPFF to design the next phase of needed concrete repairs. After Construction drawings were approved by the City of Boise in June, a formal Invitation to Bid was issued on June 26, 2019. Project scope includes repairing concrete spalling and heavy corrosion, post-tensioned tendon repairs, and installation of waterproofing membrane. Data from April 2019 indicates there are 25 spaces available for lease in this garage.

June 2019	Formal Invitation to Bid issued.
July 23, 2019	Bid Due Date

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 re-budgeting preliminary engineering funds to FY2020. The Agency stands ready to assist and anticipates direction in the near future.

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

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 and traffic boxes were assigned in March. Art content has been approved and 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 under construction with completion anticipated by the end of 2019. The combined participation agreement is for approximately \$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 no formal role in this project.

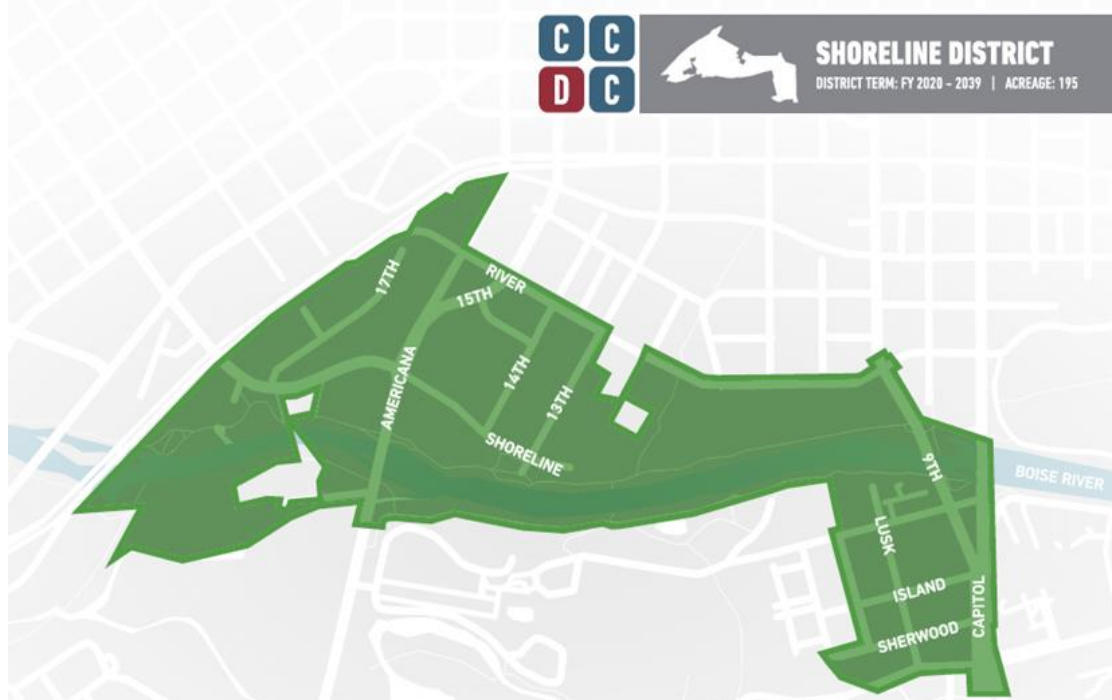
Place Making

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 T4 Agreement between CCDC and the City was approved by the Board on February 11, 2019. Artists were selected and traffic boxes were assigned in March. Art content has been approved and 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.

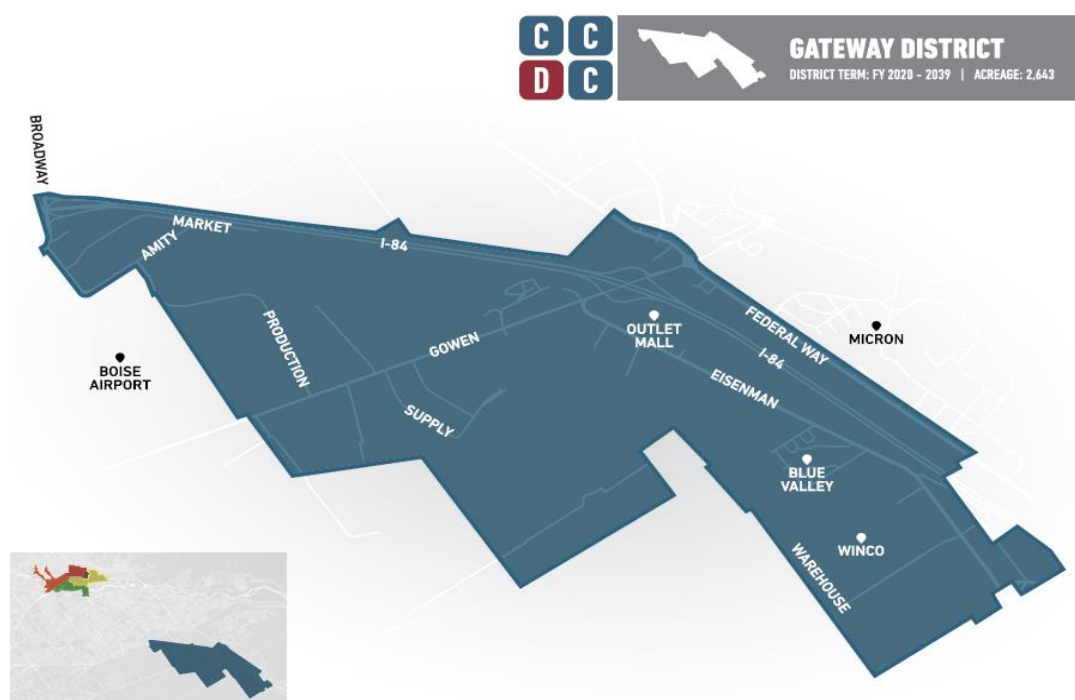
Shoreline District - Downtown Boise Streetscape Standards Update: CCDC, in collaboration with the City, is preparing to update the Downtown Boise Streetscape Standards Manual. These standards provide guidance to private development and Agency's Capital Improvement Plan

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.

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, the 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. Five-year on-call agreements have been executed with each firm and will remain effective through September 30, 2024.

Economic Development

CCDC Agency Participation Program - Review & Update: In May, 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; and removing the dimensional requirements for Parks/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 103 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: The Agency is actively working with its mobility partners on a Park & Ride/Shuttle lot in the west end of the downtown.

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 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. An FAQ sheet has been developed, a work plan nearly finalized, and an outreach/messaging program is being developed. The entity’s first products will be available in October 2019.

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 on 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 summer of 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. FY20 will be a transition year for the program/tool, as it will be transferred fully to the City in FY21.

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. In early July, 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 the end of 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, opened for operations on June 20. As of July 10, there were 30 individuals registered to use the facility. The first 40 to register and pay the \$20 activation fee can use the facility for the remainder of 2019 with no monthly fee.

ParkBOI - 9th & Main and Capitol & Main Parking Garages – LED Lighting Project: The Agency, CSHQA, and the Parking Operator worked together to design new LED lighting in the Capitol & Main and 9th & Main Parking Garages in order to improve efficiency and decrease maintenance requirements. Final completion was achieved on May 28, 2019. The Agency has submitted documentation to Idaho Power to receive a rebate under the Energy Efficiency Incentive program.

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 in February to gather preliminary information for the new equipment. Schindler delivered submittal information on April 11, 2019. Additional information is needed by the consultant. Actual construction and installation is expected to begin in mid-August 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-August 2019	Actual construction (one elevator down) begins

Special Projects

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

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 by 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. Agency is negotiating scopes for an economic feasibility study with SB Friedman Development Advisors and a public engagement strategy with Agnew Beck.

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:	Next Annual Meeting: TBD

November 30, 2019	
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. On July 8, Hawkins Companies began their second phase of the Main + Marketplace remodel, which will include some of the common and limited common areas.

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 2020
Issues/Comments:	An Annual Meeting was held June 11, with all members of the Association.

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 changes in ownership from Gardner Company to Ball Ventures Ahlquist.



END