



BOARD OF COMMISSIONERS MEETING

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
March 9, 2020, 12:00 p.m.
REVISED AGENDA

I. CALL TO ORDER Chair Zuckerman

II. AGENDA CHANGES/ADDITIONS Chair Zuckerman

III. CONSENT AGENDA

- A. Expenses
 - 1. Approval of Paid Invoice Report - January and February 2020
- B. Minutes and Reports
 - 1. Approval of January 13, 2020 Meeting Minutes

IV. ACTION ITEM

- A. CONSIDER: Annual Independent Audit of FY 2019 Financial Statements (10 minutes)
.....Kevin Smith, Eide Bailly
- B. CONSIDER: 2019 Annual Report (5 minutes).....John Brunelle
- C. PUBLIC COMMENT: 2019 Annual ReportChair Zuckerman
- D. CONSIDER: Election of Board officers - Chair, Vice-Chair, and Secretary/Treasurer (5 minutes)
..... Chair Zuckerman
- E. CONSIDER: Approval of Executive Committee Charge (5 minutes)..... Chair Zuckerman
- F. CONSIDER: Appointment of Secretary Pro Tempore (5 minutes)..... Chair Zuckerman
- G. CONSIDER: Resolution #1644 Approving Type 2 Participation Program Agreement, 116 S 6th Street - Mixed Use, Income-Restricted Apartments (10 minutes)..... Laura Williams
- H. CONSIDER: Resolution #1645 Approving Type 2 Participation Program Agreement, 512 W Grove Street - Mixed Use, Residential (10 minutes) Laura Williams
- I. CONSIDER: Resolution #1643 Approving the Contract for 9th & Main Elevator Repairs (5 minutes)
.....Matt Edmond/Kathy Wanner
- J. CONSIDER: Resolution #1642 Approving the Contract for 8th & Bannock Streetscape Improvement Project Design Services (5 minutes)Karl Woods/Kathy Wanner
- K. CONSIDER: Resolution #1641 Approving the Ranking for 8th & Bannock Streetscape Improvement Project CM/GC Services (5 minutes).....Karl Woods/Kathy Wanner

- L. PUBLIC MEETING: Public Comment on Proposed Parking Rate Changes
 Chair Zuckerman
- M. CONSIDER: Continuing Public Comment period to April 13 and deferring decision on the Proposed
 Parking Rate Changes to April 13 Board Meeting (5 minutes).....John Brunelle

V. INFORMATION/DISCUSSION ITEMS

- A. Trailhead Management Report (15 minutes) Tiam Rastegar, Executive Director, Trailhead
- B. 11th Street Bikeway (10 minutes) Doug Woodruff
- 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: 1/1/2020 through 1/31/2020

Payee	Description	Payment Date	Amount
Debt Service:			
Payroll:			
PERSI	Retirement Payment	1/2/2020	17,230.90
EFTPS - IRS	Federal Payroll Taxes	1/2/2020	13,609.08
Idaho State Tax Commission	State Payroll Taxes	1/2/2020	2,129.00
CCDC Employees	Direct Deposits Net Pay	1/2/2020	34,070.86
Idaho Department of Labor	SUTA - Q4 2019	1/6/2020	111.25
PERSI	Retirement Payment	1/15/2020	18,121.21
EFTPS - IRS	Federal Payroll Taxes	1/15/2020	14,524.68
Idaho State Tax Commission	State Payroll Taxes	1/15/2020	2,279.00
CCDC Employees	Direct Deposits Net Pay	1/15/2020	36,230.53
PERSI	Retirement Payment	1/29/2020	17,971.89
EFTPS - IRS	Federal Payroll Taxes	1/29/2020	14,283.14
Idaho State Tax Commission	State Payroll Taxes	1/29/2020	2,235.00
CCDC Employees	Direct Deposits Net Pay	1/29/2020	35,837.15
	Total Payroll Payments:		208,633.69
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	January 2020	590,509.87
	Total Paid Invoice, Reported Payments:		590,509.87
Total Cash Disbursements:			\$ 799,143.56

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

Finance Director

2/6/2020
Date

Executive Director

2/4/2020
Date

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4147	208 Solutions LLC	513	cables for new cubicles	12/31/2019	447.19	63541	01/10/2020
Total 4147:					447.19		
3871	ABC Stamp Signs & Award	0538171	Employee Name Tags	12/18/2019	15.35	11454	01/14/2020
		0538193	blue dater stamp	12/18/2019	46.15	11454	01/14/2020
Total 3871:					61.50		
3659	Ada County	JAN20	January 2020 Master Grou	01/01/2020	29,602.50	63554	01/13/2020
		JAN20	January 2020 Surplus Gro	01/01/2020	12,761.75	63554	01/13/2020
		JAN2020 #2	January 2020 Master Grou	01/15/2020	11,925.75	Multiple	01/27/2020
		JAN2020 #2	January 2020 Surplus Gro	01/15/2020	13,852.00	Multiple	01/27/2020
Total 3659:					68,142.00		
4126	Agnew Beck Consulting Inc	8320	Public Engagement Strateg	11/30/2019	2,911.25	63542	01/10/2020
Total 4126:					2,911.25		
1139	American Cleaning Service	14595	Trailhead Cleaning	01/01/2020	974.18	11473	01/28/2020
Total 1139:					974.18		
3838	American Fire Protection L	13970	drum drip inspection	12/31/2019	170.00	63543	01/10/2020
		13974	Monthly pump inspection &	12/31/2019	185.00	63560	01/24/2020
		14048	Service call	12/31/2019	150.00	63543	01/10/2020
		14053	parking garage fire system	01/16/2020	146.00	63560	01/24/2020
		14101	Maintenance of drum drips	01/16/2020	75.00	63560	01/24/2020
Total 3838:					726.00		
4055	Anderson & Wood Constru	190064-4	15th Street Utility Undergro	12/31/2019	1,533.49	11455	01/14/2020
		190064-4	15th Street Utility Undergro	12/31/2019	657.21	11455	01/14/2020
Total 4055:					2,190.70		
1316	Blue Cross of Idaho	1933800000	Health Insurance - January	01/01/2020	23,660.20	63537	01/01/2020
Total 1316:					23,660.20		
1385	Boise City Utility Billing	1177 JAN20	848 Main St # 0447416001	01/01/2020	8.17	11490	01/27/2020
Total 1385:					8.17		
1418	Boise Metro Chamber of C	5795967	2020 Mayor's State of the	01/09/2020	650.00	11474	01/28/2020
		5795968	2020 Regional Leadership	01/09/2020	1,500.00	11474	01/28/2020
Total 1418:					2,150.00		
1448	Boise Valley Economic Prtn	5795966	BVEP 2020 Econ Summit T	01/09/2020	1,000.00	11475	01/28/2020
Total 1448:					1,000.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
1454	BOMA Idaho	BS5361A	Idaho Commercial Real Est	01/01/2020	5,000.00	11456	01/14/2020
Total 1454:					5,000.00		
4022	Boxcast Inc	B57F3A3-00	storage fees	12/31/2019	7.20	11476	01/28/2020
		B57F3A3-00	storage fees	12/31/2019	8.65	11476	01/28/2020
		B57F3A3-00	storage fees	12/31/2019	9.67	11476	01/28/2020
		B57F3A3-001	storage fees	12/31/2019	10.21	11476	01/28/2020
		B57F3A3-00	storage fees	12/31/2019	10.63	11476	01/28/2020
		B57F3A3-00	storage fees	01/02/2020	11.25	11457	01/14/2020
Total 4022:					57.61		
4148	Brady Shinn	NOV19	exp reimb for interview trav	11/30/2019	531.49	11453	01/09/2020
Total 4148:					531.49		
3461	Business Interiors of Idaho	PR7661-1	CCDC office walls project	12/18/2019	18,627.32	63555	01/13/2020
Total 3461:					18,627.32		
4082	BVGC Parcel B LLC	701126	11th & Front garage CAM e	12/17/2019	1,340.88	63544	01/10/2020
Total 4082:					1,340.88		
3816	Capitol Landscape Inc.	121819	8th & Myrtle tree grate repa	12/20/2019	470.00	63545	01/10/2020
Total 3816:					470.00		
1556	Caselle Inc.	98863	Contract support - January	01/01/2020	840.00	63538	01/01/2020
		99919	W-2 year-end services 201	01/15/2020	900.00	63561	01/24/2020
Total 1556:					1,740.00		
1595	City of Boise	IL1495	Downtown Core Maint - R	01/15/2020	1,955.95	63562	01/24/2020
		IL1495	Downtown Core Maint - W	01/15/2020	1,416.38	63562	01/24/2020
Total 1595:					3,372.33		
4116	Civil Survey Consultants In	19020-04	Capitol & Main Exit Lane R	12/31/2019	264.00	11477	01/28/2020
Total 4116:					264.00		
1643	Community Planning Assoc	220050	FY20 2nd qtr Membership	01/02/2020	2,200.00	11458	01/14/2020
Total 1643:					2,200.00		
3947	Crane Alarm Service	64146	Fire Alarm System - Monito	01/01/2020	25.00	63563	01/24/2020
Total 3947:					25.00		
1838	Elam & Burke P.A.	183001	Ash Street Properties	11/30/2019	225.00	11466	01/15/2020
		183002	Parking Matters	11/30/2019	3,322.20	11466	01/15/2020
		183003	New URD - State STreet	11/30/2019	135.00	11466	01/15/2020
		183004	Hoffman v. City of Boise	11/30/2019	302.40	11466	01/15/2020
		183006	101-0 General	11/30/2019	189.90	11466	01/15/2020
		183007	River Myrtle Implement Act	11/30/2019	2,398.85	11466	01/15/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		183462	Ash Street Properties	12/31/2019	225.00	11487	01/29/2020
		183463	New Bench URD	12/31/2019	90.00	11487	01/29/2020
		183464	Personnel Issues	12/31/2019	157.50	11487	01/29/2020
		183465	Parking Matters	12/31/2019	2,892.30	11487	01/29/2020
		183466	New URD - State Street	12/31/2019	112.50	11487	01/29/2020
		183467	Hoffman v. City of Boise	12/31/2019	550.00	11487	01/29/2020
		183468	30th Street Plan Amendme	12/31/2019	45.00	11487	01/29/2020
		183469	101-0 General	12/31/2019	1,136.30	11487	01/29/2020
		183470	River Myrtle Implement Act	12/31/2019	742.50	11487	01/29/2020
		183471	Gateway District	12/31/2019	1,238.10	11487	01/29/2020
		183512	V. Gail Lane	12/31/2019	135.00	11487	01/29/2020
	Total 1838:				13,897.55		
4146	FAE Holdings 415776R LL	PO 200029	390 S Capitol Blvd - Mod P	12/18/2019	95,311.45	63556	01/13/2020
	Total 4146:				95,311.45		
3778	Gingerich Site & Undergro	19-8096	Landscape Maint. (RMOB)	10/31/2019	2,095.00	63546	01/10/2020
	Total 3778:				2,095.00		
3695	Guho Corp.	190101057-0	5th Street Utility Undergrou	11/30/2019	10,540.43	11467	01/15/2020
		190101057-0	5th Street Utility Undergrou	11/30/2019	27,383.33	11467	01/15/2020
		190101057-0	5th Street Utility Undergrou	12/31/2019	8,938.13	11488	01/29/2020
		190101089-0	office remodel - phase #2	12/31/2019	12,899.00	11488	01/29/2020
	Total 3695:				59,760.89		
4115	HDR Engineering Inc	1200239983	Gateway East Transportati	12/31/2019	2,876.26	11478	01/28/2020
	Total 4115:				2,876.26		
4104	Hellmann Construction Co	190095-4	10th & Front Concrete Dec	12/31/2019	89,464.56	11468	01/15/2020
		190095-4	10th & Front Concrete Dec	12/31/2019	3,494.09	11468	01/15/2020
	Total 4104:				92,958.65		
3810	Hummel Architects PLLC	9346	Cap & Main Elevators Refu	11/30/2019	130.00	11459	01/14/2020
		9376	9th & Main Elevator Refurb	12/31/2019	485.00	11479	01/28/2020
	Total 3810:				615.00		
2165	Idaho Power	6607 DEC19	9th St outlets #220040660	12/31/2019	6.26	11471	01/21/2020
		7995 DEC19	9th & State # 2201627995	12/31/2019	9.78	11472	01/21/2020
	Total 2165:				16.04		
3900	Idaho Records Managemen	0137243	Records Storage	01/01/2020	89.78	11460	01/14/2020
	Total 3900:				89.78		
2186	Idaho Statesman	263244 DEC	2 requests for qualifications	12/31/2019	68.45	63547	01/10/2020
	Total 2186:				68.45		
3966	Involta LLC	0045052 JAN	Website Hosting Services	01/02/2020	1,347.90	63564	01/24/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 3966:					1,347.90		
2288	Jensen Belts Associates	1768-9	Streetscape Design Next Y	12/31/2019	1,826.40	11480	01/28/2020
		1768-9	Streetscape Design Next Y	12/31/2019	1,805.60	11480	01/28/2020
Total 2288:					3,632.00		
3913	Kimley-Horn and Associate	15561625	Accredited Parking Organiz	12/31/2019	1,057.50	63565	01/24/2020
Total 3913:					1,057.50		
2360	Kittelson & Associates Inc.	0106959	Traffic Analysis - 8th Street	11/30/2019	420.00	63548	01/10/2020
Total 2360:					420.00		
3439	KPFF Consulting Engineer	302522	10th & Front Parking Gara	11/30/2019	1,235.00	11461	01/14/2020
Total 3439:					1,235.00		
4136	Mintify LLC	133	Management Training	12/31/2019	4,000.00	11462	01/14/2020
Total 4136:					4,000.00		
3859	Piper Jaffray & Co	120519	Incomplete WS URD land fi	12/05/2019	7,500.00	63557	01/13/2020
Total 3859:					7,500.00		
2774	Pro Care Landscape Mana	30445	Landscape Maintenance -	12/31/2019	98.00	63566	01/24/2020
Total 2774:					98.00		
4133	Probst Electric Inc	8533	5th Street Utility Undergrou	12/30/2019	11,264.00	63558	01/13/2020
		8533	5th Street Utility Undergrou	12/30/2019	15,516.63	63558	01/13/2020
Total 4133:					26,780.63		
2798	Quadrant Consulting Inc.	10807	5th St Utility Undergroundi	12/30/2019	629.30	11481	01/28/2020
Total 2798:					629.30		
4125	Red Sky Inc	41409	Communication Services	11/30/2019	4,000.00	63549	01/10/2020
		41434	Communication Services	12/31/2019	4,000.00	63567	01/24/2020
Total 4125:					8,000.00		
3896	Rim View LLC	JAN20	Monthly Rent and NNN - Tr	01/01/2020	13,713.94	63539	01/01/2020
Total 3896:					13,713.94		
3796	Scheidt & Bachmann USA I	39799	PARCS system restoration	12/31/2019	43,563.43	11489	01/29/2020
		39849	December 2019 Merchant	12/31/2019	571.56	11489	01/29/2020
Total 3796:					44,134.99		
3542	Security LLC - Plaza 121	JAN20	Office rent	01/01/2020	13,620.75	63540	01/01/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 3542:					13,620.75		
4131	Smarking Inc	3845	Data Management Service	01/01/2020	8,750.00	11469	01/15/2020
Total 4131:					8,750.00		
3974	Stability Networks Inc.	31020	desktop computer and mon	12/17/2019	1,340.52	11463	01/14/2020
		31163	IT Services - FY2020	12/31/2019	1,980.00	11463	01/14/2020
		31163	Phone System Support	12/31/2019	85.00	11463	01/14/2020
		31163	AppRiver SecureTide	12/31/2019	35.00	11463	01/14/2020
		31163	Azure Cloud Backup	12/31/2019	420.00	11463	01/14/2020
		31299	Software license - Adobe A	01/10/2020	494.21	11482	01/28/2020
Total 3974:					4,354.73		
3696	Strata	BO190697	6th Street Streetscape Imp	10/31/2019	965.00	63550	01/10/2020
		BO190775	6th Street Streetscape Imp	12/31/2019	6,660.10	Multiple	01/27/2020
Total 3696:					7,625.10		
3242	Suez Water Idaho	0025 JAN20	437 S 9th St irri #06006688	01/13/2020	28.30	11491	01/30/2020
		2853 JAN20	Eastman office #06000337	01/12/2020	55.62	11492	01/30/2020
		4259 JAN20	516 S 9th St irri #06006391	01/13/2020	28.30	11493	01/30/2020
		8504 JAN20	Grove & 10th #060035756	01/13/2020	48.06	11494	01/31/2020
Total 3242:					160.28		
3831	The Land Group Inc.	0143134	RD, Alley Program - Grove	12/31/2019	668.52	11483	01/28/2020
Total 3831:					668.52		
4074	The Potting Shed	17532	Interior Plant Maint.	12/31/2019	65.00	63551	01/10/2020
Total 4074:					65.00		
4009	TML Heating & Air Conditio	391075	Cooling Fan - Server Room	12/13/2019	59.00	63552	01/10/2020
Total 4009:					59.00		
3907	Total System Services	17300	HVAC Maint - Trailhead	01/15/2020	99.56	63568	01/24/2020
Total 3907:					99.56		
3923	Trailhead	114	Idaho Power - 60%	12/31/2019	146.56	11464	01/14/2020
		114	Intermountain Gas - 60%	12/31/2019	158.67	11464	01/14/2020
Total 3923:					305.23		
3170	Treasure Valley Coffee Inc.	06417238	Water & Cooler Rental	12/31/2019	106.00	63569	01/24/2020
Total 3170:					106.00		
3233	United Heritage	02014-001 J	Disability insurance - Janu	01/01/2020	1,320.57	63553	01/10/2020
Total 3233:					1,320.57		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
3835	US Bank - Credit Cards	12.26.2019	Recruitment Expenses	12/26/2019	454.12	11470	01/15/2020
		12.26.2019	Voice, data & webhosting s	12/26/2019	151.82	11470	01/15/2020
		12.26.2019	Office Supplies	12/26/2019	1,352.16	11470	01/15/2020
		12.26.2019	Computer & Software Supp	12/26/2019	74.50	11470	01/15/2020
		12.26.2019	Postage	12/26/2019	110.00	11470	01/15/2020
		12.26.2019	Dues & Subscriptions	12/26/2019	45.17	11470	01/15/2020
		12.26.2019	Local Meetings & Transport	12/26/2019	184.56	11470	01/15/2020
		12.26.2019	Office Improvements	12/26/2019	3,152.50	11470	01/15/2020
		12.26.2019	Office Furniture & Equipme	12/26/2019	1,969.28	11470	01/15/2020
		12.26.2019	Banking & Merchant Fees	12/26/2019	107.60	11470	01/15/2020
Total 3835:					7,601.71		
4068	Veritas Material Consulting	1338	10th & Front Garage 2019	12/31/2019	3,200.00	63570	01/24/2020
Total 4068:					3,200.00		
3841	VoiceText Communications	113014	Conference calls	01/13/2020	6.24	11484	01/28/2020
		120010	Conference calls	01/20/2020	27.25	11484	01/28/2020
Total 3841:					33.49		
3997	Wash Worx	528	Trailhead repairs	12/30/2019	125.00	11485	01/28/2020
		533	10th & Front LvL 5 Bracket	01/09/2020	1,300.00	11485	01/28/2020
		535	Replace broken tree grate -	01/13/2020	195.00	11485	01/28/2020
Total 3997:					1,620.00		
3332	Watson Associates	1913A	9th & Front Level 7 & 8 Sp	11/30/2019	21,371.00	63559	01/13/2020
Total 3332:					21,371.00		
3365	Westerberg & Associates	229	Legislative Advisement Ser	12/31/2019	2,000.00	11465	01/14/2020
Total 3365:					2,000.00		
4041	Western Exterminator Com	2226575	Pest Control @ Trailhead	12/30/2019	85.00	63571	01/24/2020
Total 4041:					85.00		
3374	Western States Equipment	IN001187294	Bldg 8 generator maintena	12/31/2019	276.25	63572	01/24/2020
		IN001189409	Bldg 8 generator repairs	01/03/2020	700.69	63572	01/24/2020
Total 3374:					976.94		
3990	Xerox Corporation	099120398	Copier Lease	12/31/2019	348.84	11486	01/28/2020
Total 3990:					348.84		
Grand Totals:					590,509.87		



Paid Invoice Report

For the Period: 2/1/2020 through 2/29/2020

Payee	Description	Payment Date	Amount
Debt Service:			
US Bank	AHA Payment - Civic Plaza	2/20/2020	85,000.00
US Bank	2011 B Bond interest	2/28/2020	143,093.75
Zions Bank	2017 A Bond interest	2/28/2020	106,783.16
Zions Bank	2017 B Bond interest	2/28/2020	52,116.73
		Total Debt Payments:	386,993.64
Payroll:			
PERSI	Retirement Payment	2/12/2020	19,175.16
EFTPS - IRS	Federal Payroll Taxes	2/12/2020	15,247.54
Idaho State Tax Commission	State Payroll Taxes	2/12/2020	2,376.00
CCDC Employees	Direct Deposits Net Pay	2/12/2020	39,023.62
PERSI	Retirement Payment	2/21/2020	18,754.07
EFTPS - IRS	Federal Payroll Taxes	2/21/2020	14,844.80
Idaho State Tax Commission	State Payroll Taxes	2/21/2020	2,281.00
CCDC Employees	Direct Deposits Net Pay	2/21/2020	38,021.99
		Total Payroll Payments:	220,051.36
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	February 2020	426,501.12
	Total Paid Invoice, Reported Payments:		426,501.12

Total Cash Disbursements: \$ 1,033,546.12

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

Finance Director

3/2/2020

Date

Executive Director

3/3/2020

Date

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
3871	ABC Stamp Signs & Award	0539244	Employee Name Tags	01/20/2020	15.35	11495	02/12/2020
Total 3871:					15.35		
4126	Agnew Beck Consulting Inc	8417	Old Boise Grove Street Pu	12/31/2019	1,314.38	63581	02/10/2020
		8417	Old Boise Grove Street Pu	12/31/2019	1,314.37	63581	02/10/2020
Total 4126:					2,628.75		
1139	American Cleaning Service	15338	Trailhead Cleaning	02/01/2020	974.18	11496	02/12/2020
Total 1139:					974.18		
4055	Anderson & Wood Constru	190064-5	15th Street Utility Undergro	01/31/2020	508.08	11497	02/12/2020
		190064-5	15th Street Utility Undergro	01/31/2020	1,185.53	11497	02/12/2020
Total 4055:					1,693.61		
1316	Blue Cross of Idaho	2000200017	Health Insurance - Februar	02/01/2020	24,519.05	63575	02/01/2020
Total 1316:					24,519.05		
1385	Boise City Utility Billing	1177 FEB20	848 Main St # 0447416001	02/01/2020	8.17	11522	02/27/2020
Total 1385:					8.17		
4022	Boxcast Inc	B57F3A3-00	storage fees	02/03/2020	12.10	11510	02/26/2020
Total 4022:					12.10		
4082	BVGC Parcel B LLC	1600005818	11th & Front garage CAM e	02/01/2020	2,660.28	63591	02/11/2020
		1600005819	11th & Front garage CAM e	01/31/2020	2,660.28	63591	02/11/2020
Total 4082:					5,320.56		
4134	Cable ONE	1272020121	5th Street Utility Undergrou	01/27/2020	46,249.65	63592	02/11/2020
Total 4134:					46,249.65		
3712	Car Park	NOV19	10th & Front - Grove	11/30/2019	22,686.78	11505	02/13/2020
		NOV19	9th & Front - City Center	11/30/2019	36,371.33	11505	02/13/2020
		NOV19	9th & Main - Eastman	11/30/2019	21,905.98	11505	02/13/2020
		NOV19	Cap & Front - BLVD	11/30/2019	14,944.38	11505	02/13/2020
		NOV19	Cap & Main - Cap T	11/30/2019	33,020.48	11505	02/13/2020
		NOV19	Cap & Myrtle - Myrtle	11/30/2019	18,042.54	11505	02/13/2020
		NOV19	9th & Main - refunds	11/30/2019	31.00	11505	02/13/2020
		NOV19	Cap & Main - refunds	11/30/2019	6.00	11505	02/13/2020
Total 3712:					147,008.49		
1556	Caselle Inc.	99534	Contract support - Februar	02/01/2020	840.00	63576	02/01/2020
Total 1556:					840.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
1595	City of Boise	IK59	Park and Ride Support - F	12/31/2019	11,935.00	63602	02/25/2020
		IL1504	Downtown Core Maint - R	02/01/2020	1,955.95	63602	02/25/2020
		IL1504	Downtown Core Maint - W	02/01/2020	1,416.38	63602	02/25/2020
Total 1595:					15,307.33		
4116	Civil Survey Consultants In	19020-05	Capitol & Main Exit Lane R	01/31/2020	792.00	11511	02/26/2020
		19020-05	Capitol & Main Exit Lane R	01/31/2020	1,320.00	11511	02/26/2020
Total 4116:					2,112.00		
3947	Crane Alarm Service	64974	Fire panel repair	01/21/2020	300.00	63582	02/10/2020
		65204	Fire Alarm System - Monito	02/01/2020	25.00	63594	02/24/2020
Total 3947:					325.00		
1832	Eide Bailly LLP	EI00916233	Audit 2019	01/31/2020	28,500.00	11520	02/27/2020
Total 1832:					28,500.00		
1838	Elam & Burke P.A.	183889	Personnel Issues	01/31/2020	1,040.30	11512	02/26/2020
		183891	Hoffman v. City of Boise	01/31/2020	1,225.00	11512	02/26/2020
		183892	V. Gail Lane	01/31/2020	67.50	11512	02/26/2020
		183893	101-0 General	01/31/2020	1,485.00	11512	02/26/2020
		183894	River Myrtle Implement Act	01/31/2020	22.50	11512	02/26/2020
		183895	Legislation	01/31/2020	877.50	11512	02/26/2020
Total 1838:					4,717.80		
3853	Hawkins Companies LLC	012020	Cap T. Condo: Jan- Mar. 20	01/06/2020	15,724.55	63593	02/11/2020
Total 3853:					15,724.55		
4115	HDR Engineering Inc	1200246829	Gateway East Transportati	01/31/2020	3,195.25	11513	02/26/2020
Total 4115:					3,195.25		
4104	Hellmann Construction Co	PO 190095 R	10th & Front Concrete Dec	12/31/2019	20,670.53	11506	02/13/2020
		PO 190095 R	10th & Front Concrete Dec	12/31/2019	10,711.27-	11506	02/13/2020
		PO 200027-1	Cap & Main Ramp Base	01/31/2020	17,993.95	11506	02/13/2020
Total 4104:					27,953.21		
3810	Hummel Architects PLLC	9403	Cap & Main Elevators Refu	01/31/2020	525.00	11514	02/26/2020
		9405	9th & Main Elevator Refurb	01/31/2020	2,815.00	11514	02/26/2020
Total 3810:					3,340.00		
2165	Idaho Power	6607 JAN20	9th St outlets #220040660	01/31/2020	4.46	11509	02/19/2020
		7995 JAN20	9th & State # 2201627995	01/31/2020	5.31	11508	02/18/2020
Total 2165:					9.77		
3900	Idaho Records Managemem	0137729	Records Storage	02/01/2020	89.78	11498	02/12/2020
Total 3900:					89.78		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
2186	Idaho Statesman	263244 JAN2	Legal Notices	01/31/2020	108.35	63583	02/10/2020
Total 2186:					108.35		
3966	Involta LLC	0045695	SSL Certificate	01/28/2020	621.00	63584	02/10/2020
		0046062	Website Hosting Services	02/01/2020	1,347.90	63595	02/24/2020
Total 3966:					1,968.90		
4153	Iridium Protection	17898379	annual inspection & service	02/07/2020	55.00	63596	02/24/2020
Total 4153:					55.00		
3808	Jed Split Creative	2299	Web hosting - map.ccdcboi	12/31/2019	350.00	63585	02/10/2020
		2314	printing & materials: 5 year	12/31/2019	618.50	63585	02/10/2020
		2315	creative services: 5 year re	12/31/2019	625.10	63585	02/10/2020
		2316	creative services: business	01/20/2020	652.38	63585	02/10/2020
Total 3808:					2,245.98		
2288	Jensen Belts Associates	1768-10	Streetscape Design Next Y	01/31/2020	793.84	11515	02/26/2020
		1768-10	Streetscape Design Next Y	01/31/2020	793.83	11515	02/26/2020
Total 2288:					1,587.67		
3439	KPFF Consulting Engineer	306819	10th & Front Parking Gara	12/31/2019	1,625.00	11499	02/12/2020
Total 3439:					1,625.00		
4136	Mintify LLC	138	Management Training	01/31/2020	4,000.00	11500	02/12/2020
Total 4136:					4,000.00		
2774	Pro Care Landscape Mana	30695	ParkBOI Winter Lights - 10t	01/31/2020	168.00	63586	02/10/2020
		30696	ParkBOI Winter Lights - Ca	01/31/2020	96.00	63586	02/10/2020
		30697	ParkBOI Winter Lights - 9th	01/31/2020	48.00	63586	02/10/2020
		30698	ParkBOI Winter Lights - 9th	01/31/2020	96.00	63586	02/10/2020
		30699	ParkBOI Winter Lights - Ca	01/31/2020	72.00	63586	02/10/2020
Total 2774:					480.00		
2798	Quadrant Consulting Inc.	10838	5th St Utility Undergroundi	01/16/2020	510.90	11501	02/12/2020
Total 2798:					510.90		
3896	Rim View LLC	FEB2020	Monthly Rent and NNN - Tr	02/01/2020	13,265.81	63577	02/01/2020
Total 3896:					13,265.81		
3929	SB Friedman Development	PO 190092-4	Proposed State Street UR	01/31/2020	18,416.25	11521	02/27/2020
		PO 190092-4	Proposed State Street UR	01/31/2020	8,275.00	11521	02/27/2020
Total 3929:					26,691.25		
3796	Scheidt & Bachmann USA I	40250	January 2020 Merchant Fe	01/31/2020	958.22	11516	02/26/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 3796:					958.22		
3542	Security LLC - Plaza 121	FEB2020	Office rent - February 2020	02/01/2020	13,620.75	63578	02/01/2020
Total 3542:					13,620.75		
3974	Stability Networks Inc.	21450	IT Services - FY2020	01/31/2020	1,980.00	11517	02/26/2020
		21450	Phone System Support	01/31/2020	85.00	11517	02/26/2020
		21450	AppRiver SecureTide	01/31/2020	35.00	11517	02/26/2020
		21450	Azure Cloud Backup	01/31/2020	420.00	11517	02/26/2020
		31406	Cisco 3 year renewal - warr	01/29/2020	153.00	11502	02/12/2020
Total 3974:					2,673.00		
3029	State Insurance Fund	22341524	Installment Premium	01/27/2020	1,891.00	63587	02/10/2020
		22341524	Premium Adjustment	01/27/2020	557.00	63587	02/10/2020
Total 3029:					2,448.00		
4109	Syringa Networks LLC	20339 DEC1	internet & data - december	12/31/2019	646.28	63579	02/01/2020
		20339 FEB2	internet & data	02/01/2020	643.20	63597	02/24/2020
		20339 JAN20	internet & data - january 20	01/01/2020	643.20	63579	02/01/2020
Total 4109:					1,932.68		
3831	The Land Group Inc.	0143195	6th Street Streetscapes, M	01/31/2020	706.25	11518	02/26/2020
		0143195	6th Street Streetscapes, M	01/31/2020	1,200.00	11518	02/26/2020
Total 3831:					1,906.25		
4074	The Potting Shed	176434	Interior Plant Maint.	01/31/2020	65.00	63588	02/10/2020
Total 4074:					65.00		
3505	Travelers	5332Y0201 2	Crime Policy	02/01/2020	580.00	63580	02/01/2020
Total 3505:					580.00		
3170	Treasure Valley Coffee Inc.	2160:064716	Cooler Rental	01/07/2020	106.00	63598	02/24/2020
		2160:065629	Coffee & tea	01/27/2020	148.58	63589	02/10/2020
Total 3170:					254.58		
3233	United Heritage	02014-001 F	Disability insurance - Febru	02/01/2020	1,320.57	63590	02/10/2020
Total 3233:					1,320.57		
3835	US Bank - Credit Cards	01.27.2020	recruitment expenses	01/27/2020	1,313.90	11507	02/14/2020
		01.27.2020	Voice, data & webhosting s	01/27/2020	169.53	11507	02/14/2020
		01.27.2020	Office Supplies	01/27/2020	1,327.37	11507	02/14/2020
		01.27.2020	Computer & Software Supp	01/27/2020	183.76	11507	02/14/2020
		01.27.2020	Dues & Subscriptions	01/27/2020	1,100.17	11507	02/14/2020
		01.27.2020	travel & meeting(non-local)	01/27/2020	2,125.00	11507	02/14/2020
		01.27.2020	personnel training (local)	01/27/2020	603.00	11507	02/14/2020
		01.27.2020	Local Meetings & Transport	01/27/2020	430.91	11507	02/14/2020
		01.27.2020	Professional services	01/27/2020	4.95	11507	02/14/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		01.27.2020	Office Improvements	01/27/2020	53.00	11507	02/14/2020
		01.27.2020	Office Furniture & Equipme	01/27/2020	4,132.98	11507	02/14/2020
		01.27.2020	Banking & Merchant Fees	01/27/2020	86.90	11507	02/14/2020
	Total 3835:				11,531.47		
3841	VoiceText Communications	CCDEVC-12	Conference calls	01/27/2020	6.98	11503	02/12/2020
		CCDEVC-20	Conference calls	01/31/2020	41.45	11503	02/12/2020
	Total 3841:				48.43		
3365	Westerberg & Associates	230	Legislative Advisement Ser	01/31/2020	5,000.00	11504	02/12/2020
	Total 3365:				5,000.00		
4041	Western Exterminator Com	2226576	Pest Control @ Trailhead	01/28/2020	85.00	63599	02/24/2020
	Total 4041:				85.00		
3374	Western States Equipment	IN001221865	Bldg 8 generator maintena	02/11/2020	278.39	63600	02/24/2020
	Total 3374:				278.39		
3990	Xerox Corporation	099406453	Copier Lease	01/31/2020	372.32	11519	02/26/2020
	Total 3990:				372.32		
3868	YESCO	INY-0209715	Cap & Main garage pay sta	02/12/2020	343.00	63601	02/24/2020
	Total 3868:				343.00		
	Grand Totals:				426,501.12		

Report Criteria:

Detail report type printed

MINUTES OF REGULAR MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
Call-in Meeting
121 N. 9th St., Conference Room
Boise, ID 83702
January 13, 2020 12:00 p.m.

I. CALL TO ORDER:

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

Present: Commissioner David Bieter, Commissioner Gordon Jones, Commissioner Scot Ludwig, Commissioner Ryan Woodings, and Commissioner Dana Zuckerman.
Commissioner Maryanne Jordan joined the meeting via conference call.

Absent: Commissioner Ben Quintana

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Max Clark, Parking and Mobility Director; Ross Borden, Finance & Administration Director; Mary Watson, General Counsel & Contracts Manager; Doug Woodruff, Assistant Director – Placemaking & Infrastructure; Laura Williams, Assistant Director – Economic Development; Matt Edmond, Assistant Director – Parking & Mobility; Brady Shinn, Project Manager – Property Development; Jordyn Neerdaels, Communications Manager; Kathy Wanner, Contracts Specialist; and Sandy Lawrence, Administrative Assistant. Also present was Agency legal counsel, Ryan Armbruster.

II. AGENDA CHANGES/ADDITIONS:

No changes or additions were made to the agenda.

III. CONSENT AGENDA

A. Expenses

1. Approval of Paid Invoice Report – December 2019

B. Minutes and Reports

1. Approval of December 9, 2019 Meeting Minutes

C. Other

1. Approve Resolution #1633 – 9025 Federal Way – Type 2 Participation Agreement
2. Approve Resolution #1638 – Employee Manual Update

Commissioner Woodings made a motion to approve the Consent Agenda.
Commissioner Bieter seconded.
All said Aye. The motion carried 6-0.

IV. ACTION ITEMS

A. CONSIDER: Defer election of officers from first regular January meeting, per Amended and Restated Bylaws, to first regular February meeting

Commissioner Woodings made a motion to defer the election of officers from the first regular January meeting, per Amended and Restated Bylaws, to the first regular February meeting.

Commissioner Ludwig seconded.
All said Aye. The motion carried 6-0..

B. CONSIDER: Resolution #1639 – Approving Idaho Trust Bank Lease Amendment

Max Clark CCDC Parking & Facilities Director, gave a report.

Commissioner Ludwig recused himself on this vote due to an ownership interest with Idaho Trust Bank.

Commissioner Woodings made a motion to adopt Resolution #1639, approving Amendment No. 1 to the Access, Use & Signage License Agreement between Agency and Idaho Trust Bank.

Commissioner Bieter seconded.
All said Aye. The motion carried 5-0.

C. CONSIDER: Setting March 9, 2020 as the public meeting date regarding Parking Rate Modifications

Max Clark, CCDC Parking & Facilities Director, gave a report.

Commissioner Woodings made a motion to schedule a public comment date for the Board meeting of March 9, 2020 to consider adjusting parking rates effective no sooner than May 1, 2020; and authorize staff to take the necessary steps to prepare and publish public notice of the proposed rate increases; and to prepare and distribute notice of the proposed rate increases to current patrons and stakeholders.

Commissioner Bieter seconded.
All said Aye. The motion carried 6-0.

D. CONSIDER: Resolution #1640 – Approving Jensen Belts Associates Task Order 19-001: Westside Park DD/CD/CA

Doug Woodruff, CCDC Assistant Director – Placemaking & Infrastructure, gave a report.

Commissioner Woodings made a motion to adopt Resolution #1640, approving Jensen

Belts Associates Task Order 19-001 for Westside Park final design and construction administration services.

Commissioner Ludwig seconded.
All said Aye. The motion carried 6-0.

E. CONSIDER: Resolution #1623 – Approving ranking for RFQ – Structural Engineering Services – 10th & Front Garage Structural Damage Prevention Project

Kathy Wanner, CCDC Contracts Specialist, gave a report.

Commissioner Woodings made a motion to adopt Resolution #1623, approving the ranking for the RFQ – Structural Engineering Services for the 10th & Front Garage Structural Damage Prevention Project and authorize the Executive Director to negotiate and execute a professional services agreement for structural engineering services for the 10th & Front Garage Structural damage Prevention Project.

Commissioner Bieter seconded.
All said Aye. The motion carried 6-0.

F. CONSIDER: Friend of the Court application in the Supreme Court action – Hoffman, Birnbaum, et. Al. vs City of Boise

Ryan Armbruster, Agency legal Counsel (Elam & Burke), gave a report.

Commissioner Woodings made a motion to authorize CCDC staff and counsel to proceed with a Friend of the Court application in the pending case against the City of Boise.

Commissioner Bieter seconded.
All said Aye. The motion carried 6-0.

V. INFORMATION/DISCUSSION ITEMS

A. CCDC Monthly Report

John Brunelle, CCDC Executive Director, gave a report

At 2:45 p.m. Commissioner Scot Ludwig announced his resignation from the CCDC Board of Commissioners, effective immediately, and submitted his letter of resignation dated January 13, 2020.

VI. MEETING ADJOURNMENT

There being no further business to come before the Board, a motion was made by Commissioner Ludwig to adjourn the meeting. Commissioner Bieter seconded the motion. All said Aye. 6-0. The meeting adjourned at 12:45 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 9th DAY OF MARCH 2020.

Chair

Secretary



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IV. ACTION ITEMS



AGENDA BILL

Subject FY 2019 Financial Statements Audit Report		Date March 9, 2020
Staff Contact Ross Borden, Finance Director	Attachments <ol style="list-style-type: none"> 1. Audit Committee Agenda 2. Independent Auditor’s Communication to Those Charged with Governance (AU 260) 3. Independent Auditor’s Report of the Agency’s FY 2019 Financial Statements 	
Action Requested Accept independent auditor Eide Bailly LLP’s report of the Agency’s FY 2019 financial statements, and authorize distribution to all required entities.		

Background

Each year the Agency is required to submit to an independent audit of its financial statements that is performed in accordance with generally accepted governmental auditing standards (Sections 67-450(b) and 50-2006(d), Idaho Code).

The report must be filed within 10 days of receipt with the City of Boise, the Agency’s “local governing body,” and the Idaho Legislative Services Office. Covenants in the Agency’s outstanding bonds also require that the report be provided each year to trustees and relevant financial institutions.

The Executive Committee – serving concurrently as the Board’s Audit Committee – formally received this audit report from independent auditors Eide Bailly earlier today. The report was discussed with staff present and then with staff excused.

Fiscal Note

Per Engagement Letter, Eide Bailly estimated its fee to perform an independent audit of Agency FY 2019 financial statements to be \$35,500.

Staff Recommendation

Accept the Eide Bailly audit report of Agency’s FY 2019 financial statements and authorize staff to file the report with the required entities.

Suggested Motion

I move to accept independent auditor Eide Bailly’s report of the Agency’s Fiscal Year 2019 financial statements and authorize staff to deliver the audit report to all required entities.



**AUDIT COMMITTEE
AGENDA**

Executive Committee serves concurrently as Audit Committee

11:00 – 11:30, Monday, March 9, 2020

Board Room

1. Call to Order.

- Chair Zuckerman

2. FY 2019 Audit Report Presentation by independent auditor Eide Bailly, LLP.

- Kevin Smith, Audit Partner

3. Discussion.

- Chair Zuckerman

4. Audit Committee discussion with Independent Auditor.

- Chair Zuckerman
- Agency staff dismissed

5. Adjourn

11:30 Pre-Meeting Commissioner Lunch (provided)

Noon Board of Commissioners Regular Monthly Meeting

I. ACTION ITEM

CONSIDER: Annual Independent Audit of FY 2019 Financial Statements (10 minutes)

.....Kevin Smith, Eide Bailly



March 2, 2020

To the Board of Commissioners
Capital City Development Corporation
Boise, Idaho

We have audited the financial statements of Capital City Development Corporation (the Agency) as of and for the year ended September 30, 2019, and have issued our report thereon dated March 2, 2020. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards*

As communicated in our letter dated September 18, 2019, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Agency solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Agency is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2019. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the net pension liability and the deferred inflows/outflows of resources related to the net pension liability is based on actuarial estimates provided by Milliman to PERSI and the Schedule of Employer Allocations and Collective Pension Amounts provided by PERSI. This schedule was audited by independent auditors. We evaluated the key factors and assumptions used to develop the net pension liability in determining that it is reasonable in relation to the basic financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting Capital City Development Corporation's financial statements relate to:

The disclosure of long-term debt in Note 5 to the financial statements discloses the various debts held by the Agency, as well as the related terms, prepaid interest, premiums, discounts and payment schedules.

The disclosure of employer pension assumption in Note 6 to the financial statements is sensitive as this footnote supports the assumptions made and inputs used to determine the employer pension assumption.

The disclosures of commitments and significant contracts agreements are in Notes 8 and 9, respectively. These notes disclose possible future cash outflows that are or may be required of the Agency.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole.

No such misstatements were identified during the course of our audit.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Agency's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management that are included in the management representation letter dated March 2, 2020.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the Agency, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, business conditions affecting the entity, and business plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Agency's auditors.

Other Matters

We applied certain limited procedures to Management’s Discussion and Analysis, Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual, Schedule of Employer’s Share of Net Pension Liability and Schedule of Employer Contributions, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

This report is intended solely for the information and use of the Board of Commissioners, and management of Capital City Development Corporation and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Boise, Idaho



Financial Statements
September 30, 2019

Capital City Development Corporation

CAPITAL CITY DEVELOPMENT CORPORATION

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Independent Auditor's Report

To the Board of Commissioners
Capital City Development Corporation
Boise, Idaho

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Capital City Development Corporation (the Agency), as of and for the year ended September 30, 2019 and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Agency's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Capital City Development Corporation, as of September 30, 2019, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of employer's share of net pension liability, and schedule of employer contributions as listed in the Table of Contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated March 2, 2020 on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting and compliance.



Boise, Idaho
March 2, 2020

CAPITAL CITY DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2019

This section of Capital City Development Corporation's (the Agency's) annual financial report is provided by the management in accordance with GASB requirements to assist the reader in identifying and reviewing key issues and financial activity for the fiscal year ending September 30, 2019. Since this discussion and analysis focuses on the current fiscal year's activities and is a summary, the reader is encouraged to review the financial statements and notes which follow this section to gain a complete understanding of the Agency's finances.

Financial Highlights

- The Agency's total assets and deferred outflows of resources exceeded its liabilities and deferred inflow of resources at the close of the fiscal year 2019 by \$54,494,787. Of this total, \$20,995,763 is invested in capital assets (net of debt).
- At fiscal year close, the Agency's governmental funds reported a combined ending fund balance of \$49,489,830, of which \$48,369,996 is nonspendable, restricted, committed or assigned.
- During fiscal year 2019 the Agency's expenses were \$20,769,255 compared to the \$19,648,000 reported in 2018. The change was primarily due to the increase in community development expenses.
- Total revenues decreased by \$1,515,457. The decrease is mainly due to the fact that Central District terminated at the end of fiscal year 2018 and no more revenues were received in 2019 and beyond.
- Interest and fees expense on long-term debt in governmental activities decreased by \$142,895 compared with fiscal year 2018. In fiscal year 2019, no refunding or early redemption occurred.
- The Agency's key revenues are parking revenues and revenue allocation district revenues (tax increment revenue). Parking revenues increased \$787,361 primarily due to: 1) increased parking activity and 2) the first full year 11th & Front parking garage was open for business. Revenue allocation funds decreased about 16.1% or \$2,896,113 in fiscal year 2019 as compared to the prior year due to the termination of Central District at the end of fiscal year 2018.

Overview of the Financial Statements

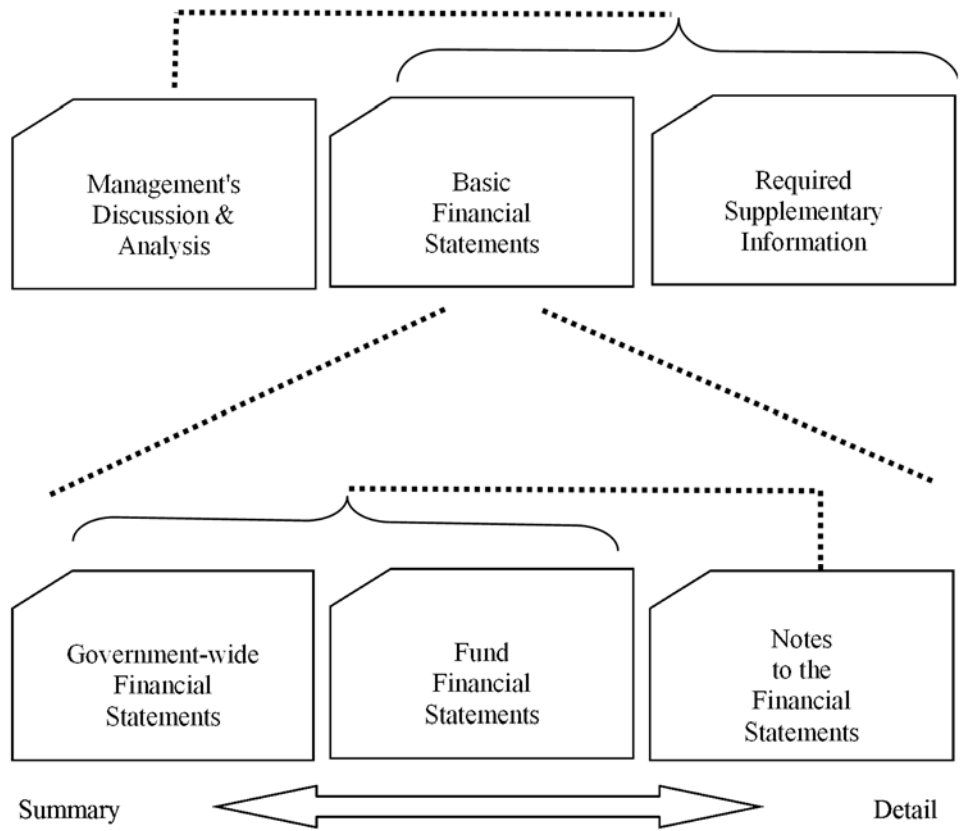
The format of this report allows the reader to examine combined financial statements to view the Agency as a whole (Agency-wide) as well as information on individual fund activities. This financial report consists of three parts: 1) Management Discussion & Analysis, 2) Basic Financial Statements, and 3) Required Supplementary Information. Viewing governmental activity both as a whole and by individual major fund gives the reader a broader perspective, increases the Agency's accountability and provides a more complete picture of the financial health and activities of the Agency. The Basic Financial Statements include two kinds of statements that present different views of the Agency: Government-wide Financial Statements provide both long-term and short-term information about the Agency's overall financial status. Fund Financial Statements focus on individual parts of Agency activities and report the Agency's operations in more detail than the Government-wide statements. The Governmental Funds statements show how general government services such as urban renewal and parking were financed in the short-term as well as what remains for future spending.

CAPITAL CITY DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2019

The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of Required Supplementary Information that further explains and supports the information in the financial statements.

Figure A illustrates how the required parts of this annual report are arranged and relate to one another.

Figure A - Required Components of CCDC Annual Financial Report



CAPITAL CITY DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2019

Figure B identifies the presentation of the Agency's financial statements.

Figure B - Major Features of CCDC's Government-wide and Fund Financial Statements

	Government-wide Statements	Governmental Funds
Scope	Entire Agency government (except fiduciary funds) and Agency's component units	The activities of the Agency that are not proprietary such as urban renewal
Required financial statements	Statements of: Net Position Activities	Balance sheet Statement of revenues, expenditures and changes in fund balances
Accounting basis / measurement focus	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus
Type of asset / liability information	All assets and liabilities, both financial and capital and short-term and long-term	Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets included
Type of inflow / outflow information	All revenues and expenses during year, regardless of when cash is received or paid	Revenues for which cash is received during or soon after the end of the year, expenditures when goods or services have been received payment is due during the year or soon thereafter

The remainder of this overview section of Management's Discussion and Analysis explains the structure and content of each of the statements.

Government-Wide Financial Statements

Government-wide financial statements for the Agency are designed to parallel more closely the reporting used in private-sector businesses, in that all governmental activities are reported using the same basis of accounting (accrual), and that the statements include a total column to provide information on the Agency as a whole. These statements are designed to better portray the fiscal position of the Agency relative to the prior year.

CAPITAL CITY DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2019

The Statement of Net Position provides information on all of the Agency's assets and deferred outflows, and liabilities and deferred inflows, with the difference reported as net position. Historical trending of the net position can provide a useful indicator as to whether the financial position of the Agency is improving or declining. The Agency's principal physical assets are land and parking structures.

The Statement of Activities provides information showing changes made to the Agency's net position during fiscal year 2019. Financial activity shown on this statement is reported on an accrual basis (at the time the underlying event causing the change occurs, rather than at the time the cash flows happen). Thus revenue and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods. All of the year's revenues and expenses are accounted for in the Statement of Activities. The Agency's principal activities relate to planning and facilitation of quality private development, public infrastructure improvements, operation of the downtown parking system, and issuance of debt financing for larger strategic projects. The Agency's program operation, urban renewal activities and parking system operation are included in the governmental activities. The individual district activities are tracked separately and combined for reporting purposes.

Fund Financial Statements

The focus of the Fund Financial Statements is to provide more detailed information about the Agency's major funds rather than the previous focus on fund types or on the Agency as a whole. A fund is a self-balancing set of accounts that is used to keep track of specific revenues and expenditures related to certain activities or objectives. Some funds are required by State law and some stipulated by bond policies. Operational funds are established by the Board of Commissioners for appropriations and management purposes. All of the Agency's funds are Governmental funds.

Governmental funds use modified accrual accounting, which measures current economic resources and focuses on changes to the current financial resources. This method is useful in evaluating the Agency's short-term financial resources. Supplemental information following some of the included statements further addresses long-term issues and variances with the Government-wide statements. The Agency maintains nine Governmental funds: Debt Service Fund (Ada County Courthouse Ground Lease Agreements), Central District Revenue Allocation Fund (urban renewal activities), River-Myrtle/Old Boise District Revenue Allocation Fund (urban renewal activities), Westside District Revenue Allocation Fund (urban renewal activities), 30th Street District Revenue Allocation Fund (urban renewal activities), Shoreline District Revenue Allocation Fund (urban renewal activities), Gateway East District Revenue Allocation Fund (urban renewal activities), Parking Fund (parking system activities), and the General Fund.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the information provided in the government-wide and fund financial statements.

Entity-Wide Financial Analysis

Table 1 reflects the condensed fiscal year 2019 and fiscal year 2018 Statement of Net Position. Increases or decreases in Net Position value may vary significantly with variations in debt service payments, the timing of large public improvement projects, or the purchase or sale of land, buildings, and parking facilities. The Agency's total Net Position increased \$3,985,702 compared to fiscal year 2018.

CAPITAL CITY DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2019

Table 1
Statement of Net Position
As of September 30, 2019 and 2018

	2018	2019	Percent Change 2018-2019
Current & Other Assets	\$ 59,085,670	\$ 67,081,591	13.5%
Capital Assets	31,132,031	24,636,940	(20.9%)
Total Assets	90,217,701	91,718,531	1.7%
Deferred Outflows of Resources	293,796	222,751	(24.2%)
Long-term Debt Outstanding	22,983,223	19,422,159	(15.5%)
Other Liabilities	2,879,800	1,934,570	(32.8%)
Total Liabilities	25,863,023	21,356,729	(17.4%)
Deferred Inflows of Resources	14,139,390	16,089,766	13.8%
Net Position			
Net Investment in			
Capital Assets	26,833,654	20,995,763	-21.8%
Restricted	22,554,986	32,379,190	43.6%
Unrestricted	1,120,444	1,119,834	(0.1%)
Total Net Position	\$ 50,509,084	\$ 54,494,787	7.9%

39% of the Agency's net position is invested in Capital Assets (i.e. land, buildings, equipment, parking facilities, and other, net of long term liabilities) with the remaining balance of net position to provide for ongoing obligations and subsequent year activities.

Table 2 provides a summary of the Agency's operations for the fiscal year ended September 30, 2019. Prior year data is presented for comparison purposes.

CAPITAL CITY DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2019

Table 2
Statement of Activities
For Years Ended September 30, 2019 and 2018

	<u>2018</u>	<u>2019</u>	<u>Percent Change 2018-2019</u>
Revenues			
Program Revenues			
Charges for Services	\$ 373,095	\$ 704,031	88.7%
Operating Grants & Contributions	655,117	672,433	2.6%
Parking	7,837,852	8,625,213	10.0%
Total Program Revenue	8,866,064	10,001,677	12.8%
General Revenue			
Property Tax Increment	17,994,160	15,098,047	-16.1%
Unrestricted Investment Earnings	71,570	316,613	342.4%
Total Revenues	26,931,794	25,416,337	-5.6%
Expenses			
Program Expenses			
Community Development	14,974,021	16,101,774	7.5%
Interest on Long-Term Debt	961,936	819,041	-14.9%
Parking Facilities	3,712,043	3,848,440	3.7%
Total Program Expenses	19,648,000	20,769,255	5.7%
Special Item			
District Termination - fund balance return to Ada County	-	(661,379)	100.0%
Increase in Net Position	7,283,794	3,985,703	
Net Position - Beginning	43,225,290	50,509,084	16.9%
Net Position - Ending	\$ 50,509,084	\$ 54,494,787	7.9%

Revenues: *Charges for Services* include lease revenues from the Ada County Courthouse Corridor Project. *Operating Grants & Contributions* include various reimbursements. *Parking* includes proceeds generated from operating the public parking garages. *General Revenues* include earnings on investments. Overall, total Agency revenues decreased \$1,515,457 compared with the prior year. Tax increment revenues decreased \$2,896,113 compared to fiscal year 2018, due to the termination of Central District at the end of fiscal year 2018. Parking revenues increased \$787,361 reflecting strong parking demands and the first full year of operating of the 11th & Front garage.

CAPITAL CITY DEVELOPMENT CORPORATION

MANAGEMENT'S DISCUSSION AND ANALYSIS

SEPTEMBER 30, 2019

Expenses: *Community Development* includes the general expenses of the Agency related to fulfilling its mission. *Interest on Long-Term Debt* includes the interest portion of payments related to long-term financing arrangements. *Parking Facilities* includes the cost of operating the public parking system. Overall, total Agency expenses in fiscal year 2019 increased \$1,121,255. The change was primarily due to the major community development projects.

Budgetary Highlights

The fiscal year 2019 budget was amended once during the year. The budget was decreased for amounts related to the timing of capital improvement projects that were continued into the next fiscal year or for capital improvement projects that were added, deleted or modified during the fiscal year.

Capital Assets

Tables 3 and 4 present the Agency's Capital Assets. During fiscal year 2019, the Agency conveyed The Grove Plaza and two segments of 8th Street, from Bannock to Idaho to Main Streets to the City of Boise. These non-monetary conveyances were part of the Central District termination plan. As a result of the conveyances, the Agency has transferred a net \$6,153,358 in the net buildings, improvements and equipment category. (See Note 4 – Capital Assets)

Table 3
Capital Assets Net of Depreciation

	<u>2018</u>	<u>2019</u>	<u>Total Dollar Change 2018-2019</u>
Land	\$ 3,943,660	\$ 3,943,660	\$ -
Construction in Progress	203,337	181,755	(21,582)
Building, Improvements and Equipment, net	26,985,034	20,511,525	(6,473,509)
Total Capital Assets	<u>\$ 31,132,031</u>	<u>\$ 24,636,940</u>	<u>\$ (6,495,091)</u>

CAPITAL CITY DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2019

Table 4
Major Capital Additions during Fiscal 2019

Beginning Balance	<u>\$ 31,132,031</u>
Capital Additions:	
Construction in Progress	178,860
Buildings, Improvement and Equipment	858,796
Total Capital Additions	<u>1,037,656</u>
Capital Deletions:	
Improvements other than Buildings	(6,856,395)
Equipment	(94,114)
Accumulated Depreciation for deletions	734,410
Total Capital Deletions	<u>(6,216,099)</u>
Current Year Transfers of	
Construction in Progress to Equipment	(200,442)
Current Year Depreciation	<u>(1,116,206)</u>
Ending Balance	<u><u>\$ 24,636,940</u></u>

Debt Amortization

Table 5 summarizes the principal amounts of the Agency's Long-Term Debt (See also Note 5 – Long-Term Debt). The changes in Long-Term Debt represent the scheduled principal payments on that debt.

Table 5
Long-Term Debt

Activity	Type	2018	2019	Total Dollar Change 2018-2019
2011 B	Note	\$ 7,070,000	\$ 6,025,000	\$ (1,045,000)
2017 A	Bond	10,935,000	9,215,000	(1,720,000)
2017 B	Bond	4,380,000	3,700,000	(680,000)
Total		<u><u>\$ 22,385,000</u></u>	<u><u>\$ 18,940,000</u></u>	<u><u>\$ (3,445,000)</u></u>

CAPITAL CITY DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2019

Economic Factors

As the city's redevelopment agency, CCDC fulfills a unique, vital, supporting role in bringing to life Boise's aspiration of being the 'most livable city in the country.' Fiscal year 2019 was another exceptional year of growth, reinvestment and investment. Two now-familiar dynamics continue to fuel this special era in the city's history. One is the continued, and historically long, nationwide economic expansion cycle, now in its tenth year. Another is Idaho's nation-leading population growth centered in the Treasure Valley. CCDC's tax increment revenue from five urban renewal districts and parking revenue from seven public parking garages, guided by its Board of Commissioners, continues to be a difference maker for many of the projects that have recently sprouted in the Agency's districts.

The final years of an urban renewal district's term is theoretically when the sum of previous investments attain critical mass that ignites increased development activity and investment through the end of the district. The River-Myrtle/Old Boise (RMOB) and Westside districts terminate at the end of fiscal years 2025 and 2026, respectively. Ignition is evident in RMOB and the fuse is lit in Westside. Catalysts include Boise's continued recognition as being as desirable as anywhere in the country and the resulting influx of both people and money, the fortuitous timing with a continued hot real estate market and proximity / adjacency to the transformed urban center. These two districts are expanding the size what is recognized as downtown Boise – which was previously delineated by the 10-block, now terminated Central District – and are bringing desirable but missing elements such as housing and a broader mix of commercial activity.

Westside is surging with a nine-story office tower under construction at 11th & Idaho streets next to the El Korah Shrine Temple. The developers are the owners of the Boise Plaza building on the adjacent block. It is scheduled for completion in late 2020. Two-thirds of the north half of that block, bounded on the north by Bannock Street, will become the Westside Downtown Urban Park, a public park made possible by land donated by Eleven Eleven West Jefferson LLC. CCDC will contribute \$2.0 million and the city will contribute \$1.4 million for park construction. Upon completion the city will assume ownership, operation and maintenance responsibilities. Park construction is scheduled to start in summer 2020. The remaining one-third of the block will remain as surface parking.

In the past two years the 112-room Inn at 500, the 186-room Residence Inn by Marriott and more recently a 136-room Hilton Garden Inn opened for business in the RMOB District with construction underway on a 130-room hotel and parking garage (from which CCDC will acquire 200 spaces) at 6th and Front streets. In the Westside District the 146-room Hyatt Place hotel is now open in the Pioneer Crossing development which includes the Agency's 11th & Front parking garage.

Three major developments in the 30th Street District have and will continue to result in a significant reduction of long-vacant land in the western Fairview Avenue area. New Path Community Housing now provides 40 permanent supportive housing units. Adare Manor now provides 134 market rate to affordable housing units including some retail space. St Luke's Regional Medical Center is also constructing a multi-story imaging center on that stretch of Fairview Avenue.

Activity continued on two major, city-led projects: the new \$85 million main Library on the site of the current main Library in the RMOB District, and a \$50 million sports park and associated \$60 million mixed use development in the 30th Street District. CCDC has been involved in these exciting city-building projects from the outset and looks forward to playing an important part in bringing them to life as the details coalesce.

CAPITAL CITY DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2019

The Board of Commissioners established two new urban renewal districts – Shoreline and Gateway East – in FY2019. The Agency will begin receiving and budgeting tax increment revenue for those two districts in FY2020. These districts have twenty year terms. The Shoreline District extends roughly from Capitol Boulevard west to the I-84 Connector, bounded by River Street on the north and encompasses select areas on the south side of the Boise River along Ann Morrison including the Lusk Street area. The Lusk Street area has seen substantial recent construction and private redevelopment activity that has provided several new, large apartment buildings targeting BSU students and smaller craft-type food and beverage establishments. Most recent construction there occurred prior to the creation of the Shoreline District so the assessed value of those developments will be base value rather than increment value producing reinvestment-eligible revenue for the Agency.

The Agency's first industrial-focused, non-urban district, Gateway East, is generally bounded by I-84 and Micron on the east and the airport on the west. The abundant, multi-modal transportation options available there and the planned URD infrastructure improvements are already attracting developers experienced in large-scale projects to ultimately produce a transportation and manufacturing hub.

Another two, new Urban Renewal Districts are in the works. In May 2019 the City Council accepted an Eligibility Report from CCDC and designated the Central Bench Study Area eligible to receive Urban Renewal assistance. The next step is developing an Urban Renewal Plan and determining the Plan's feasibility. The city and CCDC reached out to leadership of all Central Bench Study Area neighborhood associations in fall 2019 for input on the design of the public outreach process. The public engagement itself will likely begin early winter 2019. While no completion date is set, formation could be complete in 2021 based on current work plan forecasts. The second proposed URD is the State Street Corridor District: This district supports redevelopment of mixed use activity centers and a future bus rapid transit (BRT) route along the State Street corridor between 27th Street and Horseshoe Bend Road. The Eligibility Report was adopted by the CCDC Board at its May 2019 meeting and the City Council on June 4, 2019. Consultants have been engaged to conduct an economic feasibility study and develop a public engagement strategy.

Providing convenient and affordable structured parking in the urban core is an important part of what CCDC can do to promote the city's success and is thus an Agency priority. A corresponding priority that is receiving increased Agency financial resources is providing mobility alternatives. The Agency is actively partnering with the city and university on various incentives including a shuttle to lessen the number of single occupancy vehicles downtown. The Agency is also a key partner in a new transportation management association (TMA) for downtown Boise branded City Go. It consists of public and private partnerships that bring businesses, developers, property managers and owners, and government entities together to address local transportation issues and shape the future of mobility.

Worthy of note one final time was the termination of CCDC's (and the state's) first Urban Renewal District and Revenue Allocation Area, the Central District, after a 30 year term at the end of fiscal year 2018 on September 30, 2018. Some related administrative action occurred in FY2019. As statutorily required, any Central District tax increment revenue remaining at the end of FY 2018 was returned to the Ada County Treasurer who then redistributed it to the seven affected taxing districts (Ada County, Boise City, Boise School District, Ada County Highway District, College of Western Idaho, Emergency Medical Services District, Mosquito Abatement District) pro rata based on FY 2017 levies. All work on Central District projects ceased on or before September 30, 2018. The final Central District fund balance was determined once FY 2018 was formally closed. That took place with the Agency's FY2018 audit. On December 21, 2018 the Agency delivered \$661,378.41 to Ada County for pro rata redistribution. CCDC-owned assets in the Central District – two segments of 8th Street, from Bannock to Idaho

CAPITAL CITY DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2019

and Idaho to Main streets, and The Grove Plaza – were conveyed (transferred, not sold) by the Agency to the city of Boise. These non-monetary conveyances were intended to be completed prior to September 30, 2018. Final action by the Boise City Council did not occur until October 9, 2018. The Agency retained ownership of its four parking garages located in the Central District. Those garages will continue to be operated as part of the Agency's now seven garage, 2,796 space, downtown public parking system.

The Agency remains actively engaged with private developers and public agencies to make judicious use of its highly sought-after, catalytic, but limited, resources. CCDC has established a distinguished record and will continue to play a supporting yet indispensable role in the viability of many of the projects that have made this the city's premier era of growth and development.

Further Information Available

This financial report provides citizens, its governing board, appointing and confirming authorities, public and private partners, investors, creditors and legislators with an independent review of Agency finances. Contact Capital City Development Corporation at 121 N. 9th Street, Suite 501, Boise, ID 83702, 208-384-4264 (Voice), 208-384-4267 (Fax), www.ccdcboise.com with questions, comments or for additional information.

CAPITAL CITY DEVELOPMENT CORPORATION
STATEMENT OF NET POSITION
SEPTEMBER 30, 2019

	Governmental Activities
ASSETS	
Cash and investments	\$ 41,584,027
Receivables	
Accounts receivable	249,453
Interest receivable	38,632
Taxes receivable	15,864,808
Prepays and deposits	15,883
Restricted cash	2,144,908
Property held for resale or development	7,183,880
Capital assets	
Land, non-depreciable	3,943,660
Construction in progress, non-depreciable	181,755
Buildings, improvements, and equipment, net of accumulated depreciation	20,511,525
TOTAL ASSETS	91,718,531
DEFERRED OUTFLOWS OF RESOURCES	
Deferred charge on debt refunding	58,823
Deferred outflows related to pensions	163,928
TOTAL DEFERRED OUTFLOWS OF RESOURCES	222,751
LIABILITIES	
Accounts payable	1,499,127
Accrued liabilities	125,618
Advanced revenues	90,682
Advanced lease payments	157,257
Interest payable	50,360
Refundable deposits	11,526
Long-term debt	
Current portion	3,555,000
Long-term	15,385,000
Net pension liability	482,159
TOTAL LIABILITIES	21,356,729
DEFERRED INFLOWS OF RESOURCES	
Unavailable revenue - property tax	15,864,808
Deferred inflows related to pensions	224,958
TOTAL DEFERRED INFLOWS OF RESOURCES	16,089,766
NET POSITION	
Net investment in capital assets	20,995,763
Restricted	32,379,190
Unrestricted	1,119,834
TOTAL NET POSITION	\$ 54,494,787

CAPITAL CITY DEVELOPMENT CORPORATION

STATEMENT OF ACTIVITIES

YEAR ENDED SEPTEMBER 30, 2019

<u>Functions / Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>			<u>Net (Expense)</u>
		<u>Charges for</u>	<u>Operating</u>	<u>Capital</u>	<u>Revenue and</u>
		<u>Services</u>	<u>Grants and</u>	<u>Grants and</u>	<u>Changes in</u>
			<u>Contributions</u>	<u>Contributions</u>	<u>Net Position</u>
					<u>Governmental</u>
					<u>Activities</u>
Governmental activities					
Community development	\$ 16,101,774	\$ 704,031	\$ 672,433	\$ -	\$ (14,725,310)
Interest on long-term debt	819,041	-	-	-	(819,041)
Parking facilities	3,848,440	8,625,213	-	-	4,776,773
Total	<u>\$ 20,769,255</u>	<u>\$ 9,329,244</u>	<u>\$ 672,433</u>	<u>\$ -</u>	<u>(10,767,578)</u>

General revenues:

Property tax increment	15,098,047
Unrestricted investment earnings	316,613

Special Item:

District Termination - fund balance return to Ada County	(661,379)
Total general revenues and special item	<u>14,753,281</u>

Change in net position 3,985,703

Net position, Beginning of Year	50,509,084
Net position, End of Year	<u>\$ 54,494,787</u>

CAPITAL CITY DEVELOPMENT CORPORATION

BALANCE SHEET – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2019

	General Fund	Debt Service Fund	Central District RA Fund	River Myrtle District RA Fund
ASSETS				
Cash and investments	\$ 1,250,000	\$ -	\$ -	\$23,813,437
Accounts receivable	13,562	-	-	81,577
Interest receivable	38,632	-	-	-
Taxes receivable	-	-	-	10,433,661
Prepays	5,091	-	-	10,792
Restricted cash	-	-	-	232,117
Property held for resale or development	-	-	-	54,490
	<u>\$ 1,307,285</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$34,626,074</u>
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES				
LIABILITIES				
Accounts payable	\$ 56,742	\$ -	\$ -	\$ 535,803
Accrued liabilities	125,618	-	-	-
Advanced revenues	-	-	-	-
Refundable deposits	-	-	-	-
Total liabilities	<u>182,360</u>	<u>-</u>	<u>-</u>	<u>535,803</u>
DEFERRED INFLOW OF RESOURCES				
Unavailable- property tax	-	-	-	10,433,661
Total deferred inflows	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,433,661</u>
FUND BALANCES				
Nonspendable	5,091	-	-	65,282
Restricted	-	-	-	23,591,328
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	1,119,834	-	-	-
Total fund balances	<u>1,124,925</u>	<u>-</u>	<u>-</u>	<u>23,656,610</u>
	<u>\$ 1,307,285</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$34,626,074</u>

CAPITAL CITY DEVELOPMENT CORPORATION

BALANCE SHEET – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2019

Westside District RA Fund	30th Street District RA Fund	Shoreline District RA Fund	Gateway East District RA Fund	Parking Fund	Total Governmental Funds
\$ 5,073,377	\$ 1,784,350	\$ -	\$ -	\$ 9,662,863	\$ 41,584,027
65,105	-	-	-	89,209	249,453
-	-	-	-	-	38,632
3,872,302	770,209	111,505	677,131	-	15,864,808
-	-	-	-	-	15,883
-	-	-	-	1,912,791	2,144,908
7,129,390	-	-	-	-	7,183,880
<u>\$ 16,140,174</u>	<u>\$ 2,554,559</u>	<u>\$ 111,505</u>	<u>\$ 677,131</u>	<u>\$ 11,664,863</u>	<u>\$ 67,081,591</u>
\$ 30,317	\$ 540,856	\$ -	\$ -	\$ 335,409	\$ 1,499,127
-	-	-	-	-	125,618
-	-	-	-	90,682	90,682
11,526	-	-	-	-	11,526
<u>41,843</u>	<u>540,856</u>	<u>-</u>	<u>-</u>	<u>426,091</u>	<u>1,726,953</u>
<u>3,872,302</u>	<u>770,209</u>	<u>111,505</u>	<u>677,131</u>	<u>-</u>	<u>15,864,808</u>
<u>3,872,302</u>	<u>770,209</u>	<u>111,505</u>	<u>677,131</u>	<u>-</u>	<u>15,864,808</u>
7,129,390	-	-	-	-	7,199,763
5,096,639	1,243,494	-	-	1,412,787	31,344,248
-	-	-	-	500,000	500,000
-	-	-	-	9,325,985	9,325,985
-	-	-	-	-	1,119,834
<u>12,226,029</u>	<u>1,243,494</u>	<u>-</u>	<u>-</u>	<u>11,238,772</u>	<u>49,489,830</u>
<u>\$ 16,140,174</u>	<u>\$ 2,554,559</u>	<u>\$ 111,505</u>	<u>\$ 677,131</u>	<u>\$ 11,664,863</u>	<u>\$ 67,081,591</u>

CAPITAL CITY DEVELOPMENT CORPORATION
RECONCILIATION OF NET POSITION IN THE STATEMENT OF NET POSITION TO THE FUND BALANCE IN THE
BALANCE SHEET
SEPTEMBER 30, 2019

Amounts reported for *governmental activities* in the Statement of Net Position are different because:

Total fund balance		\$49,489,830
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Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.

Cost of land	3,943,660	
Cost of construction in progress	181,755	
Cost of buildings, improvements, equipment and artwork	37,031,293	
Accumulated depreciation	<u>(16,519,768)</u>	24,636,940

Interest is expensed when paid on the Statement of Revenues, Expenditures and Changes in Fund Balances but is accrued as a payable on the Statement of Net Position.	(50,360)
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Proceeds from the theater parking validation agreement were recorded as revenue when received and available on the governmental fund statements however were amortized over the life of the agreement as advanced lease payments on the Statement of Net Position.

Theater validation proceeds	(1,741,920)	
Revenue amortized to date	<u>1,584,663</u>	(157,257)

Long-term liabilities applicable to the Agency's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities - both current and long-term - are reported in the Statement of Net Position.

Net pension liability	(482,159)	
Bonds payable - current	(3,555,000)	
Bonds payable - long-term	<u>(15,385,000)</u>	(19,422,159)

Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the funds.

Deferred outflows of resources related to pensions:

Changes of assumptions	26,820	
Contributions made subsequent to measurement date	39,466	
Changes in proportionate share	52,833	
Differences between expected and actual experience	<u>44,809</u>	163,928

CAPITAL CITY DEVELOPMENT CORPORATION

RECONCILIATION OF NET POSITION IN THE STATEMENT OF NET POSITION TO THE FUND BALANCE IN THE BALANCE SHEET

SEPTEMBER 30, 2019

Deferred inflows of resources related to pensions:		
Net difference between projected and actual investment earnings on pension plan investments	(164,258)	
Changes in proportionate share	(3,875)	
Differences between expected and actual experience	<u>(56,825)</u>	(224,958)
Deferred charge on debt refunding		
Deferred economic loss on 2017 B Bonds	<u>58,823</u>	<u>58,823</u>
Net position for governmental activities		<u><u>\$54,494,787</u></u>

CAPITAL CITY DEVELOPMENT CORPORATION

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2019**

	General Fund	Debt Service Fund	Central District RA Fund	River Myrtle District RA Fund
REVENUES				
Lease	\$ -	\$ 92,267	\$ -	\$ -
Interest	28,688	-	-	176,232
Other	163,461	-	-	491,125
Parking	-	-	-	-
Revenue allocation funds	-	-	-	10,728,896
Total revenues	192,149	92,267	-	11,396,253
EXPENDITURES				
Administrative expenses	2,607,925	-	-	-
Operating expenses	577,193	-	-	414,641
Capital outlay and related expenses	101,982	-	-	4,031,476
Debt service - principal	-	-	-	2,400,000
Debt service - interest	-	92,267	-	377,208
Total expenditures	3,287,100	92,267	-	7,223,325
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(3,094,951)	-	-	4,172,928
OTHER FINANCING SOURCES (USES)				
Interfund transfers	3,084,243	-	-	(893,475)
TOTAL OTHER FINANCING SOURCES (USES)	3,084,243	-	-	(893,475)
SPECIAL ITEMS				
District Termination - fund balance return to Ada County	-	-	(661,379)	-
TOTAL SPECIAL ITEMS	-	-	(661,379)	-
NET CHANGE IN FUND BALANCES	(10,708)	-	(661,379)	3,279,453
FUND BALANCES, BEGINNING OF YEAR	1,135,633	-	661,379	20,377,157
FUND BALANCES, END OF YEAR	\$ 1,124,925	\$ -	\$ -	\$ 23,656,610

Westside District RA Fund	30th District RA Fund	Shoreline District RA Fund	Gateway East District RA Fund	Parking Fund	Total Governmental Funds
\$ 364,961	\$ -	\$ -	\$ -	\$ 246,803	\$ 704,031
34,036	10,999	-	-	66,658	316,613
9,387	-	-	-	8,460	672,433
38,146	-	-	-	8,441,907	8,480,053
3,723,464	645,687	-	-	-	15,098,047
<u>4,169,994</u>	<u>656,686</u>	<u>-</u>	<u>-</u>	<u>8,763,828</u>	<u>25,271,177</u>
-	-	-	-	-	2,607,925
232,084	13,278	-	-	2,544,219	3,781,415
1,174,751	707,174	-	-	1,010,821	7,026,204
-	-	-	-	1,045,000	3,445,000
-	-	-	-	335,825	805,300
<u>1,406,835</u>	<u>720,452</u>	<u>-</u>	<u>-</u>	<u>4,935,865</u>	<u>17,665,844</u>
<u>2,763,159</u>	<u>(63,766)</u>	<u>-</u>	<u>-</u>	<u>3,827,963</u>	<u>7,605,333</u>
<u>(662,700)</u>	<u>(65,615)</u>	<u>-</u>	<u>-</u>	<u>(1,462,453)</u>	<u>-</u>
<u>(662,700)</u>	<u>(65,615)</u>	<u>-</u>	<u>-</u>	<u>(1,462,453)</u>	<u>-</u>
-	-	-	-	-	(661,379)
-	-	-	-	-	(661,379)
2,100,459	(129,381)	-	-	2,365,510	6,943,954
10,125,570	1,372,875	-	-	8,873,262	42,545,876
<u>\$ 12,226,029</u>	<u>\$ 1,243,494</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 11,238,772</u>	<u>\$ 49,489,830</u>

CAPITAL CITY DEVELOPMENT CORPORATION
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF
GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2019

Amounts reported for *governmental activities* in the Statement of Activities are different because:

Net change in fund balances - total governmental funds		\$ 6,943,954
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Capital outlays are reported in governmental funds as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.

Capital outlay	837,215	
Loss on disposal of fixed assets	(6,216,099)	
Depreciation	<u>(1,116,206)</u>	(6,495,090)

Proceeds from the prepaid theatre validations were recorded as revenue when received on the Governmental Fund Statements but amortized over the life of the theatre validation agreement for the Statement of Activities and recorded as unavailable revenue on the Statement of Net Position.		145,160
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Amortize deferred economic gain (loss) on refunded debt		
Current year loss - 2017 B Refunding	<u>(22,800)</u>	(22,800)

Bond proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of bond principal is an expenditure in the governmental funds, but a reduction of long-term liabilities in the statement of net position. In addition, interest expense is not recognized in the governmental funds until it is due, but is recognized when payable in the Statement of Activities.

Payment of long-term debt	3,445,000	
Interest expense	<u>9,059</u>	3,454,059

In the Governmental funds, pension contributions are considered an expense, while on the Statement of Activities the contributions are considered a deferred outflow because they are made subsequent to the measurement date. The cost of pension benefits earned net of employee contribution is reported as pension expense.

Adjustments to pension contribution	165,983	
Pension expense related to net pension liability	<u>(205,563)</u>	<u>(39,580)</u>

Changes in net position of governmental activities		<u>\$ 3,985,703</u>
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CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2019

Note 1 - Summary of Significant Accounting Policies

Financial Reporting Entity

Capital City Development Corporation (the Agency) is an urban renewal agency created by the City of Boise (the City) under the Idaho Urban Renewal Law of 1965, as amended, and is an independent public body, corporate and politic. The Agency provides urban renewal services to the City of Boise and its citizens but is not a component unit of the City. The commissioners are appointed by the Mayor and approved by City Council. These statements present only the funds and account groups of the Agency in conformity with generally accepted accounting principles.

Urban Renewal Districts

The Agency had five urban renewal districts in fiscal year 2019: River Myrtle-Old Boise District, Westside District, 30th Street District, Shoreline District, and Gateway East District.

River Myrtle-Old Boise District – the City’s largest district, was established in 1996 and will end in fiscal year 2025.

Westside District – was established in 2003 and will end in fiscal year 2026.

30th Street District –was established in 2014 and will end in fiscal year 2033.

Shoreline District –was established in 2019 and will end in fiscal year 2039.

Gateway East District –was established in 2019 and will end in fiscal year 2039.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position) report information on all of the non-fiduciary activities of the Agency. For the most part, the effect of inter-fund activity has been removed from these statements.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers who purchase, use, or directly benefit from goods, service or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not properly included among program revenues are reported instead as general revenues. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

CAPITAL CITY DEVELOPMENT CORPORATION

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED SEPTEMBER 30, 2019

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Agency considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

The Agency reports the following major governmental funds:

Debt Service Fund – The Debt Service Fund is used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest. This fund currently accounts for the activities related to the Ada County Courthouse Corridor project ground lease transactions.

Central District Revenue Allocation Fund – The Central District accounts for the revenues derived from the revenue allocation area within the Central District and was established as a funding mechanism to provide public infrastructure improvements. With the Central District sunset at the end of fiscal year 2018, the remaining fund balance of \$661,379 was returned to the Ada County Treasurer in first quarter of fiscal year 2019. This one-time adjustment to the fund balance is recorded as a special item in the financial statements for the year ended September 30, 2019.

River Myrtle Old Boise District Revenue Allocation Fund – The River Old Boise Myrtle District accounts for the revenues derived from the revenue allocation area within the River Myrtle Old Boise District and was established as a funding mechanism to provide public infrastructure improvements. The revenues are first pledged to repay the Series 2017 A Redevelopment Bond, the 2017 B Refunding Redevelopment Bond and the 2011 B Revenue Refunding Note. Revenues may only be expended in accordance with the provisions of the urban renewal statutes.

Westside Revenue District Allocation Fund – The Westside District accounts for the revenues derived from the revenue allocation area within the Westside District and was established as a funding mechanism to provide public infrastructure improvements. Revenues may only be expended in accordance with the provisions of the urban renewal statutes.

30th Street District Revenue Allocation Fund - The 30th Street District accounts for the revenues derived from the revenue allocation area within the 30th Street District and was established as a funding mechanism to provide public infrastructure improvements. Revenues may only be expended in accordance with the provisions of the urban renewal statutes.

Shoreline District Revenue Allocation Fund - The Shoreline District accounts for the revenues derived from the revenue allocation area within the Shoreline District and was established as a funding mechanism to provide public infrastructure improvements. Revenues may only be expended in accordance with the provisions of the urban renewal statutes.

Gateway East District Revenue Allocation Fund - The Gateway East District accounts for the revenues derived from the revenue allocation area within the Gateway East District and was established as a funding mechanism to provide public infrastructure improvements. Revenues may only be expended in accordance with the provisions of the urban renewal statutes.

CAPITAL CITY DEVELOPMENT CORPORATION

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED SEPTEMBER 30, 2019

Parking Fund – This fund includes the parking activities of the Agency’s six structure public parking facilities and the 250 parking spaces acquired at the 11th & Front garage in fiscal year 2018. The six structure public parking facilities are: Capitol & Front garage (formerly named Boulevard garage), Capitol & Main garage (formerly Capitol Terrace), 9th & Front garage (formerly City Centre), 9th & Main garage (formerly Eastman), 10th & Front garage (formerly Grove Street) and Capitol & Myrtle garage (formerly Myrtle Street). The revenues of the Parking Fund are pledged to support the operations of the Fund. Net parking revenues are otherwise unrestricted and are used for repayment of the Series 2011 B, 2017 A and 2017 B debt, parking system operations and maintenance and are also available for general Agency use.

General Fund – This fund includes the personnel costs for Agency staff, general office operations as well as multi-district activities and program delivery.

As mentioned the effect of inter-fund activity has generally been eliminated from the government-wide financial statements. Amounts reported as program revenues include: 1) charges for services, or privileges provided, 2) operating grants and contributions (which includes various reimbursements), and 3) capital grants and contributions (which includes reimbursement from Ada County for the Courthouse Corridor development project). Internally dedicated resources are reported as general revenues rather than as program revenues. When applying revenues to a program for which unrestricted and restricted revenues are used, restricted revenues are applied first.

Cash and Cash Equivalents

Cash represents all cash on hand and in banks. Investments with original maturities of three months or less from the date of acquisition are also considered cash and cash equivalents.

Investments

Investments are stated at fair value, as determined by quoted market prices, except for any certificates of deposit, which are non-participating contracts, and are therefore carried at amortized cost. Interest earned is allocated on a basis of average investment balance. Idaho Code provides authorization for the investment of funds as well as to what constitutes an allowable investment. The Agency’s policy for investment of idle funds is consistent with Section 50-1013, Idaho Code.

Idaho Code limits investments of public funds to the following general types:

Certain revenue bonds, general obligation bonds, local improvement district bonds and registered warrants of state and local governmental entities.

Time deposit accounts, tax anticipation and interest-bearing notes.

Bonds, treasury bills, debentures, or other similar obligations of the United States Government and United States Government Agencies.

Repurchase agreements secured by the above.

CAPITAL CITY DEVELOPMENT CORPORATION

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED SEPTEMBER 30, 2019

Custodial Credit Risk

For deposits and investments, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Agency will not be able to recover the value of its deposits, investments or collateral securities that are in the possession of an outside party. The Agency limits its investments to institutions that are registered with the State of Idaho Department of Finance that adhere to the Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). Non-bank broker/dealer firms and individuals doing business with the Agency must be registered with the National Association of Securities Dealers.

At year end, the carrying amount of the Agency's deposits was \$23,363,806 and the bank balance was \$23,929,599. Of the bank balance \$250,000 was covered by federal depository insurance; in addition Federal Home Loan Bank of Cincinnati issued a letter of credit that would allow the Agency to draw up to \$30,000,000 or the amount of the deposit balance, in the event of bank default. All cash is held in national financial institutions located in Ada County.

Credit Risk

Per GASB Statement No. 40, *Concentration of Credit Risk* is defined as the risk of loss attributed to the magnitude of a government's investment in a single issuer. The Agency's policy is to avoid concentration in securities from a specific issuer or business sector other than U.S. Securities. However, the policy does not specifically limit the concentration in any single issuer. No single issuer exceeded 5% of the Agency's total investments.

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely impact the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates. Investment maturities in Local Government Investment Pool is less than one year.

Property Taxes (Tax Increment Revenue) Receivable

Property taxes are recognized as revenue when the amount of taxes levied is measurable, and proceeds are available to finance current period expenditures.

Available tax proceeds include property tax receivables expected to be collected within sixty days after year end. Property taxes attach as liens on properties on January 1, and are levied in September of each year. Tax notices are sent to taxpayers during November, with tax payments scheduled to be collected on or before December 20. Taxpayers may pay all or one half of their tax liability on or before December 20, and if one half of the amount is paid, they may pay the remaining balance by the following June 20. Since the Agency is on a September 30 fiscal year end, property taxes levied during September for the succeeding year's collection are recorded as unearned revenue at the Agency's year end and recognized as revenue in the following fiscal year. Ada County bills and collects taxes for the Agency.

The Agency received property taxes during the current fiscal year in the amounts of \$10,728,896 from the River-Myrtle/Old Boise District, \$3,723,464 from the Westside District and \$645,687 from 30th Street District. The first property taxes assessed in the new Shoreline and Gateway East districts will be received in fiscal year 2020.

CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2019

Accounts Receivable

The Agency provides credit based on contractual agreements in the normal course of business. An allowance for doubtful accounts is based on management's review of the outstanding receivables, historical collection information and existing economic conditions. Accounts receivable are past due based on the terms of the contracts and interest is charged on overdue receivables on a case-by-case basis as allowed by the contracts. Based on management's review of accounts receivable, no allowance was deemed necessary as of September 30, 2019.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets, are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000. Assets are recorded at historical costs or estimated historical cost if purchased or constructed. Donated capital assets are valued at their estimated acquisition value.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the assets lives are not capitalized.

Depreciation is computed using the straight-line method, over the estimated useful lives of the assets as follows:

	Estimated Useful Life (Years)
Buildings	30 - 45
Improvements	10 - 45
Parking equipment	7
Office furniture & equipment	3 - 10

Property Held for Resale or Development

Property held for resale or development includes several properties in the River Myrtle/Old Boise District and Westside District and is reflected in the accompanying financial statements. In furtherance of the Agency's purpose of redeveloping downtown Boise, these properties may be disposed of for consideration that is substantially less than carrying value.

Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employee Retirement System of Idaho Base Plan (Base Plan) and additions to/deductions from Base Plan's fiduciary net position have been determined on the same basis as they are reported by the Base Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

CAPITAL CITY DEVELOPMENT CORPORATION

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED SEPTEMBER 30, 2019

Deferred Outflows/Inflows of Resources and Unavailable Revenue

In addition to assets, the Statement of Financial Position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position or fund balance that applies to a future period and will not be recognized as an outflow of resources (expense/expenditure) until then. The Agency has two items that qualify for reporting in this category. The first item is the deferred charge on refunding reported in the government-wide Statement of Net Position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The second item is the deferred inflows related to pensions reported in the government-wide Statement of Net Position. See Note 6 for details of deferred inflows related to pensions.

In addition to liabilities, the Statement of Financial Position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to future periods, so will not be recognized as an inflow of resources (revenue) until that time. The Agency has two items that qualify for reporting in this category. The governmental funds report unavailable revenues from property taxes. This amount is deferred and recognized as an inflow of resources in the period that the amounts become available. The second item is the deferred inflows related to pensions reported in the government-wide Statement of Net Position. See Note 6 for details of deferred inflows related to pensions.

Fund Equity

The Agency established accounting policies related to GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This statement redefines the elements of fund balance in governmental funds and more clearly describes the different types of governmental funds to make the nature and extent of the constraints placed on a government's fund balance more transparent. The governmental fund types classify fund balances as follows:

Fund balance is reported as nonspendable when the resources cannot be spent because they are either legally or contractually required to be maintained intact, or are in a nonspendable form such as inventories, prepaid accounts, and assets held for resale.

Fund Balance is reported as restricted when the constraints placed on the use of resources are either: (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Fund Balance is reported as committed when the Agency Board of Commissioners passes an ordinance or resolution that places specific constraints on how the resources may be used. The Board of Commissioners can modify or rescind the resolution at any time through passage of an additional ordinance or resolution, respectively.

Fund Balance is reported as assigned when it is intended for a specific purpose and the authority to "assign" is delegated to the Agency's Executive Director.

CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2019

Unassigned Fund Balance is the residual classification for the General Fund. This classification represents fund balance that has not been restricted, committed, or assigned within the General Fund. This classification is also used to report any negative Fund Balance amounts in other governmental funds.

The Board of Commissioners is the Agency's highest level of decision-making authority. The Board adopted the Fund Balance Policy that recommends a spending order of restricted, committed, assigned and then unassigned unless the Board approves otherwise.

Per the guidance in the policy, the Board established that an emergency repair reserve in the minimum amount of \$500,000 shall be on hand as of September 30th of each fiscal year in the Parking fund. Funds within this reserve may be used intra-fiscal year for unforeseen, non-routine repair and maintenance expenditures in the garages when failure to do such repair and maintenance could adversely affect life safety or the ability to operate the garage(s) normally in the immediate future. The Board will evaluate the emergency repair reserve amount as part of each fiscal year's budget process and may amend the amount by resolution as it deems appropriate. The balance in the Parking Emergency Repair Reserve fund as of September 30, 2019 was \$500,000.

The Board further determined that it may be appropriate to set aside funds apart from working capital for a future project or initiative pursuant generally to the budget and related documents such as the capital improvement plan and parking reinvestment program. The Board delegated its authority to assign funds in this manner to the Executive Director. As of September 30, 2019, \$9,325,894 was assigned in the Parking fund for parking reinvestment projects and commitments budgeted in fiscal year 2019.

Estimates

The preparation of the Agency's financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates used in the report relate to the estimated net pension liability. It is reasonably possible that the significant estimates used will change within the next year.

Note 2 - Restricted Assets

The Agency has four revenue allocation funds, one for each of its four revenue allocation districts. Title 50, Chapter 20 and Chapter 29 of Idaho Code delineates the purposes for which revenue allocation funds may be spent by urban renewal agencies, along with the purposes set forth in the Agency's several urban renewal plans. Since the use of funds is proscribed in statute, the fund balance of the revenue allocation funds is considered restricted under the definitions provided in GASB Statement 54. Therefore, fund balance in its entirety is reported as restricted on the fund financial statements.

CAPITAL CITY DEVELOPMENT CORPORATION

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED SEPTEMBER 30, 2019

Restricted fund balances as of September 30, 2019:

River Myrtle District Revenue Allocation Fund	\$ 23,591,328
Westside District Revenue Allocation Fund	5,096,639
30th Street District Revenue Allocation Fund	1,243,494
Shoreline District Revenue Allocation Fund	-
Gateway East District Revenue Allocation Fund	-
Parking Fund	1,412,787

The restricted balance in the Parking fund is restricted for reserves on the outstanding bonds. Restricted assets consist of cash and investments held by the Agency's agent in the Agency's name. Investments are generally held until maturity. The bond resolutions limit investments to certain types of securities which meet defined standards.

Note 3 - Interfund Transfers

Interfund transfers are made for one primary purpose. Transfers are made as a method of allocating the costs of program operations to their respective funds. The program operations costs are shown in the General Fund.

Note 4 - Capital Assets

Capital asset activity for the year ended September 30, 2019, was as follows:

	September 30, 2018	Additions	Deletions	September 30, 2019
Governmental Activities				
<i>Capital assets, not depreciated</i>				
Land	\$ 3,943,660	\$ -	\$ -	\$ 3,943,660
Construction in progress	203,337	178,860	(200,442)	181,755
	<u>4,146,997</u>	<u>178,860</u>	<u>(200,442)</u>	<u>4,125,415</u>
<i>Capital assets, depreciated</i>				
Buildings	32,357,986	509,338	-	32,867,324
Improvements other than buildings	10,355,442	296,326	(6,856,395)	3,795,373
Equipment	409,578	53,132	(94,114)	368,596
Total	<u>43,123,006</u>	<u>858,796</u>	<u>(6,950,509)</u>	<u>37,031,293</u>
<i>Less accumulated depreciation</i>				
Buildings	(13,260,396)	(695,039)	-	(13,955,435)
Improvements other than buildings	(2,643,600)	(354,073)	703,038	(2,294,635)
Equipment	(233,976)	(67,094)	31,372	(269,698)
Total	<u>(16,137,972)</u>	<u>(1,116,206)</u>	<u>734,410</u>	<u>(16,519,768)</u>
<i>Total depreciated capital assets, net</i>	<u>26,985,034</u>	<u>(257,410)</u>	<u>(6,216,099)</u>	<u>20,511,525</u>
<i>Governmental activities capital assets, net</i>	<u>\$ 31,132,031</u>	<u>\$ (78,550)</u>	<u>\$ (6,416,541)</u>	<u>\$ 24,636,940</u>

CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2019

Depreciation expense was charged to functions of the primary government as follows:

Governmental Activities	
General Government	\$ 1,116,206

Note 5 - Long-Term Debt

At September 30, 2019, long-term debt consists of the following:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Government activities					
2011 B	\$ 7,070,000	\$ -	\$ (1,045,000)	\$ 6,025,000	\$ 1,095,000
2017 A	10,935,000	-	(1,720,000)	9,215,000	1,760,000
2017 B	4,380,000	-	(680,000)	3,700,000	700,000
	<u>\$ 22,385,000</u>	<u>\$ -</u>	<u>\$ (3,445,000)</u>	<u>\$ 18,940,000</u>	<u>\$ 3,555,000</u>

The 2011 B Revenue Refunding Note was issued through the Boise City Housing Authority, is tax exempt but subject to the alternative minimum tax and has a fixed rate of 4.75% and matures on September 1, 2024.

The Series 2017 A Bond are tax exempt fixed rate bonds with a rate of 2.32% that mature on September 1, 2024.

The Series 2017 B Bond are tax exempt fixed rate bonds with a rate of 2.82% that mature on September 1, 2024.

There are certain restrictive covenants, coverage requirements and ratios associated with the Agency's bonds and notes. As of September 30, 2019 the Agency is in compliance with these requirements.

The annual requirements to retire the debt for the 2011 B notes, 2017 A bond and 2017 B bond as of September 30, 2019 are shown below.

	Governmental Activities	
	Principal	Interest
2020	\$ 3,555,000	\$ 604,316
2021	3,670,000	491,731
2022	3,780,000	375,042
2023	3,905,000	254,486
2024	4,030,000	129,472
Total	<u>\$ 18,940,000</u>	<u>\$ 1,855,047</u>

CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2019

Note 6 - Pension Plan

Plan Description

The Agency contributes to the Public Employee Retirement System of Idaho (PERSI or System) Base Plan which is a cost-sharing multiple-employer defined benefit pension plan administered by the PERSI Retirement Board. The Base Plan covers substantially all employees of the State of Idaho and a variety of participating local and special district political subdivisions. As a special purpose unit of local government, the Agency is an eligible public employer and Agency employees are eligible public employees. The cost to administer the plan is financed through the contributions and investment earnings of the plan. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information. That report may be obtained at www.persi.idaho.gov.

Responsibility for administration of the Base Plan is assigned to the PERSI Retirement Board comprised of five members appointed by the Governor and confirmed by the Idaho Senate. State law requires that two members of the Board be active Base Plan members with at least ten years of service and three members who are Idaho citizens, but not members of the Base Plan except by reason of having served on the Board.

Pension Benefits

The Base Plan provides retirement, disability, death and survivor benefits of eligible members or beneficiaries. Benefits are based on members' years of service, age, and highest average salary. Members become fully vested in their retirement benefits with five years of credited service (5 months for elected or appointed officials). Members are eligible for retirement benefits upon attainment of the ages specified for their employment classification. The annual service retirement allowance for each month of credited service is 2.0% of the average monthly salary for the highest consecutive 42 months.

The benefit payments for the Base Plan are calculated using a benefit formula adopted by the Idaho Legislature. The Base Plan is required to provide a 1% minimum cost of living increase per year provided the Consumer Price Index increases 1% or more. The PERSI Board has the authority to provide higher cost of living increases to a maximum of the Consumer Price Index movement or 6%, whichever is less; however, any amount above the 1% minimum is subject to review by the Idaho Legislature.

Member and Employer Contributions

Member and employer contributions paid to the Base Plan are set by statute and are established as a percent of covered compensation. Contribution rates are determined by the PERSI Board within limitations, as defined by state law. The Board may make periodic changes to employer and employee contribution rates (expressed as percentages of annual covered payroll) if current rates are actuarially determined to be inadequate or in excess to accumulate sufficient assets to pay benefits when due.

The contribution rates for employees are set by statute at 60% of the employer rate for general. As of June 30, 2019 it was 6.79% for general employees. The employer contribution rate as a percent of covered payroll is set by the Retirement Board and was 11.32% for general employees as of June 30, 2019 and increased to 11.94% as of July 1, 2019. The Agency's contributions were \$166,029 for the year ended September 30, 2019.

CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2019

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions.

At September 30, 2019, the Agency reported a liability for its proportionate share of the net pension liability. The net pension liability was measured as of July 1, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Agency's proportion of the net pension liability was based on the Agency's share of contributions in the Base Plan pension plan relative to the total contributions of all participating PERSI Base Plan employers. At July 1, 2019, the Agency's proportion was 0.0422401%, compared with 0.0405570% at July 1, 2018.

For the year ended September 30, 2019, the Agency recognized pension expense of \$205,563. At September 30, 2019, the Agency reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
	<u> </u>	<u> </u>
Differences between expected and actual experience	\$ 44,809	\$ 56,825
Changes in assumptions or other inputs	26,820	-
Net difference between projected and actual earnings on pension plan investments	-	164,258
Changes in the employer's proportion and differences between the employer's contributions and the employer's proportionate contributions	52,833	3,875
Agency's contributions subsequent to the measurement date	<u>39,466</u>	<u>-</u>
Total	<u>\$ 163,928</u>	<u>\$ 224,958</u>

The \$39,466 reported as deferred outflows of resources related to pensions resulting from Employer contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending September 30, 2020.

The average of the expected remaining service lives of all employees that are provided with pensions through the Base Plan (active and inactive employees) determined at July 1, 2018 the beginning of the measurement period ended June 30, 2019 is 4.8 years.

CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2019

The amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense (revenue) as follows:

Years ended September 30,	
2020	\$ 14,291
2021	(68,494)
2022	(29,008)
2023	(17,285)

Actuarial Assumptions

Valuations are based on actuarial assumptions, the benefit formulas, and employee groups. Level percentages of normal payroll costs are determined using the Entry Age Normal Cost Method. Under the Entry Age Normal Cost Method, the actuarial present value of the projected benefits of each individual included in the actuarial valuation is allocated as a level percentage of each year's earnings of the individual between entry age and assumed exit age. The Base Plan amortizes any unfunded actuarial accrued liability based on a level percentage of payroll. The maximum amortization period for the Base Plan permitted under Section 59-1322, Idaho Code, is 25 years.

The total pension liability in the June 30, 2019 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.00 percent
Salary increases	3.75 percent
Salary inflation	3.75 percent
Investment rate of return	7.05 percent, net of pension plan investment expenses
Cost of living (COLA) adjustments	1.00 percent

An experience study was performed for the period 2011 through 2017 which reviewed all economic and demographic assumptions other than mortality. The Total Pension Liability as of June 30, 2019 is based on the results of an actuarial valuation date of July 1, 2019.

The long-term expected rate of return on pension plan investments was determined using the building block approach and a forward-looking model in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Even though history provides a valuable perspective for setting the investment return assumption, the System relies primarily on an approach which builds upon the latest capital market assumptions. Specifically, the System uses consultants, investment managers and trustees to develop capital market assumptions in analyzing the System's asset allocation. The assumptions and the System's formal policy for asset allocation are shown below. The formal asset allocation policy is somewhat more conservative than the current allocation of System's assets.

CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2019

The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions as of January 1, 2017:

Asset Class	Target Allocation	Long-Term Expected Nominal Rate of Return (Arithmetic)	Long-Term Expected Real Rate of Return (Arithmetic)
Core Fixed Income	30.00%	3.05%	0.80%
Broad US Equities	55.00%	8.30%	6.05%
Developed Foreign Equities	15.00%	8.45%	6.20%
Assumed Inflation - Mean		2.25%	2.25%
Assumed Inflation - Standard Deviation		1.50%	1.50%
Portfolio Arithmetic Mean Return		6.75%	4.50%
Portfolio Standard Deviation		12.54%	12.54%
Portfolio Long-Term (Geometric) Expected Rate of Return		6.13%	3.77%
Assumed Investment Expenses		0.40%	0.40%
Portfolio Long-Term (Geometric) Expected Rate of Return, Net of Investment Expenses		5.73%	3.37%
Portfolio Long-Term Expected Real Rate of Return, Net of Investment Expenses			4.19%
Portfolio Standard Deviation			14.16%
Valuation Assumptions Chosen by PERSI Board			
Long-Term Expected Real Rate of Return, Net of Investment Expenses			4.05%
Assumed Inflation			3.00%
Long-Term Expected Geometric Rate of Return, Net of Investment Expenses			7.05%

Discount Rate

The discount rate used to measure the total pension liability was 7.05%. The projection of cash flows is used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate. Based on these assumptions, the pension plans' net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term expected rate of return was determined net of pension plan investment expense but without reduction for pension plan administrative expense.

CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2019

Sensitivity of the Employer's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate.

The following presents the Employer's proportionate share of the net pension liability calculated using the discount rate of 7.05 percent, as well as what the Employer's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.05 percent) or 1-percentage-point higher (8.05 percent) than the current rate:

	1% Decrease <u>(6.05%)</u>	Current Discount Rate (7.05%)	1% Increase <u>(8.05%)</u>
Employer's proportionate share of the net pension liability (asset)	<u>\$ 1,456,306</u>	<u>\$ 482,159</u>	<u>\$ (323,429)</u>

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERSI financial report.

PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained at www.persi.idaho.gov.

Payables to the Pension Plan

At September 30, 2019, the Agency reported payables to the defined benefit pension plan of \$3,689 for legally required employer contributions and \$0 for legally required employee contributions which had been withheld from employee wages but not yet remitted to PERSI.

Defined Contribution – PERSI Choice 401(k)

Employees of the Agency participating in the PERSI Base Plan may enroll in the PERSI Choice 401(k) defined contribution retirement savings plan available to active members. Participation is voluntary. The PERSI Choice 401(k) is intended to be a governmental plan within the meaning of Code Section 414 (d) and within the meaning of section 3(32) of the Employee Retirement Income Security Act (ERISA) and as such, is exempt from provisions of Title I ERISA. The Agency will match participants' contributions in the PERSI Choice 401(k) up to 4% of base annual salary. A participant shall be 100% vested in their individual account at all times. The authority of the benefit and contribution terms are established and amended by the PERSI Board. The Agency recognized \$55,100 contributions to the PERSI Choice 401(k) as benefits expense during the year ended September 30, 2019. The Agency recognized \$0 for the employer's liability outstanding for contributions for the period ended September 30, 2019.

CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2019

Note 7 - Leases

Advance Lease Payments

In 2008, the Agency entered into an agreement with Bodo Development, LLC to provide theater parking validation through November 30, 2020. All funds for this agreement were received by the Agency in the initial year of the agreement. This revenue is being amortized ratably over the life of the agreement on the government-wide financial statements.

Lease Expense

The Agency is a party to the following operating leases:

The Agency renewed the lease for its office space on October 1, 2018. The lease term expires on September 30, 2021. Monthly rent is \$13,272 for the first year, \$13,621 for the second year and \$13,970 for the third year.

The Agency entered into the lease for Trailhead office space on February 1, 2015. Trailhead is a non-profit entrepreneurial resource center supported by the Agency, City of Boise and private sector partners. The lease term expires on January 31, 2020. Monthly rent is \$12,210 for the first year, \$12,479 for the second year, \$12,754 for the third year, \$13,042 for the fourth year and \$13,330 for the fifth year.

CAPITAL CITY DEVELOPMENT CORPORATION

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED SEPTEMBER 30, 2019

Lease Other

In fiscal year 2016, the Agency entered into a Termination Agreement and Mutual Release with Civic Partners Idaho, LLC and Ada County. The Termination Agreement terminates the Sublease Agreements with Civic Partners and all interest that Civic Partners has in and to the subleased properties. In fiscal year 2019, the Agency made a total payment of \$152,621 for rent. These payments and future payments of the rent for the parcels that Civic Partners defaulted on in 2016 allow the Agency to retain full lessee authority concerning the units and parcels under the two ground leases. Total ground lease expense for the year ended September 30, 2019 was \$244,888.

	<u>Master Ground</u>	<u>Office Facility</u>
2020	\$ 272,568	\$ 216,768
2021	276,972	167,640
2022	282,044	-
2023	295,672	-
2024	368,853	-
2025-2029	1,982,853	-
2030-2034	533,110	-
2035-2039	618,029	-
2040-2042	716,460	-
2045-2049	830,572	-
2050-2054	962,851	-
2055-2059	1,116,221	-
2060-2064	1,294,006	-
2065-2069	1,500,105	-
2070-2074	1,739,033	-
2075-2079	2,016,018	-
2080-2084	2,337,120	-
2085-2089	2,709,360	-
2090-2094	3,140,894	-
2095-2098	2,495,736	-
	<u> </u>	<u> </u>
Total	<u>\$ 25,488,477</u>	<u>\$ 384,408</u>

CAPITAL CITY DEVELOPMENT CORPORATION

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED SEPTEMBER 30, 2019

Note 8 - Commitments and Contingencies

The Agency entered into an Owners Participation Agreement (OPA) and related agreements with Owyhee Place, LLC. The now completed project is the renovation of two existing historical structures in the Westside District with a completion value estimated by the developer at \$12 million. The Agency's financial participation is an anticipated amount not to exceed \$700,000 for public improvements and site remediation over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. During fiscal year 2019, the final payment of \$134,714 has been made. As of September 30, 2019, a total of \$561,751 has been paid to the developer. Project and payments are now complete.

The Agency entered into an OPA and related agreements with Inn at 500 Capitol, LLC, the developer of the Inn at 500 Capitol Hotel – a 6-story boutique hotel of approximately 110 hotel rooms, conference and meeting rooms, wellness center, 26 space first floor parking garage and a 100 seat restaurant in the River-Myrtle/Old Boise District. The project is estimated by the developer to have a total value of \$24 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$471,498 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The hotel opened in February 2017. During fiscal year 2017, a payment of \$176,920 has been made for the capital improvement reimbursement (agency participation program Type 4 agreement). For the Type 2 agreement, the second and final payment of \$27,025 was made during fiscal year 2019. As of September 30, 2019, a total of \$432,907 has been paid to the developer. Project and reimbursements are now complete.

The Agency entered into a Memorandum of Understanding (MOU) and related agreements with the City of Boise for the non-profit Trailhead Entrepreneurial Resource Center. The Agency and the City have been working together to encourage private investment within the City by facilitating business education, connecting entrepreneurs to resources, and working to increase the interaction between entrepreneurs and local businesses located in downtown Boise. Trailhead was established in February 2015 by the Agency and the City to accomplish this goal. The Agency agreed to take responsibility for the rent and maintenance of the office space occupied by Trailhead at 500 South 8th Street. See Note 8 for details of the lease for Trailhead office space. During the fiscal year 2019, a total of \$181,008 has been made for rent and maintenances. As of September 30, 2019, a total of \$791,483 has been paid to landlord and other vendors since the MOU was executed.

The Agency entered into an OPA and related agreements with Pennbridge Bodo, LLC, the developer of the Residence Inn by Marriott – a 10-story extended stay hotel of approximately 186 hotel rooms, conference room, fitness area, pool, a third floor patio and bar, and 103 parking spaces in the River-Myrtle/Old Boise District. The project is estimated by the developer to have a total value of \$25 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$875,897 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project was completed in fall 2017. Payments are expected to be made over four years from fiscal year 2019 to 2022. As of September 30, 2019, total payments of \$284,285 have been made.

CAPITAL CITY DEVELOPMENT CORPORATION

NOTES TO FINANCIAL STATEMENTS

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The Agency entered into an OPA and related agreements with Boise Hotel Investors, LLC, the developer of the Hyatt Place – a 5-story hotel of approximately 150 hotel rooms, conference rooms, fitness area, spa, and eating area in the Westside district. The project is estimated by the developer to have a total value of \$20 million upon completion. The Agency’s financial participation is an anticipated amount not to exceed \$452,463 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project completed in summer 2017. Payments are expected to be made over four years from fiscal year 2019 to 2022. As of September 30, 2019, total payments of \$90,919 have been made.

The Agency entered into an OPA and related agreements with 5th and Idaho Development, LLC, the developer of the 5th and Idaho Apartments, a mixed-use, 5-story project consisting of approximately 81 studio one and two bedroom apartments, 82 underground parking stalls, 3,000 square feet of retail space, and a 3,600 square foot public park facing Idaho Street in the River-Myrtle/Old Boise District. The project is estimated by the developer to have a total value of \$13 million upon completion. The Agency’s financial participation is an anticipated amount not to exceed \$1,155,000 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project started construction in the fall of 2017 and completed in 2019. As of September 30, 2019, total payments of \$743,616 have been made.

The Agency entered into an OPA and related agreements with BVGC Parcel B, LLC, the developer of Pioneer Crossing (previously known as Parcel B), a completed mixed-use development consisting of retail space, office space, other commercial uses and a 839-space parking garage in the River-Myrtle/Old Boise District. The project is estimated by the developer to have a total value of \$46 million upon completion. The Agency’s financial participation is an anticipated amount not to exceed \$9,688,625 for public improvements (\$4,288,625) and purchase of 250 parking spaces (\$5,400,000) to be available to the public in the 11th and Front parking garage. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. During fiscal year 2019, a payment of \$429,371 was made for the public improvements reimbursement. As of September 30, 2019, total payments of \$5,676,420 have been made.

The Agency entered into an OPA and related agreements with JRS properties III, LP, the developer of JUMP building and JR Simplot Company Offices –a mixed-use development consisting of multiple buildings and facilities to be known as “Jack’s Urban Meeting Place” and the JR Simplot Corporate Headquarters in the River-Myrtle/Old Boise District. The project is estimated by the developer to have a total value of \$215 million (JUMP \$70 million tax exempt and JR Simplot Company Offices \$145 million) upon completion. The Agency’s financial participation is an anticipated amount not to exceed \$875,000 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project completed in 2018. Payments are expected to be made over four years from fiscal year 2020 to 2023. As of September 30, 2019, no payments have been made.

CAPITAL CITY DEVELOPMENT CORPORATION

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED SEPTEMBER 30, 2019

The Agency entered into a Type 4 Capital Improvements Reimbursement Agreement with Northwest Integrity Housing Co., an Idaho nonprofit corporation (NIHC) and a Type 2 General Assistance Participation Agreement with Adare Manor, LLC, an Idaho Limited Liability Company. NIHC is Managing Member for the Adare Manor Apartments, a mixed-use project including retail space along Fairview and 25th Street and 134 units affordable housing in the 30th Street District. The project is estimated by the developer to have a total value of \$20.5 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$758,402 for public improvements (\$480,000) over the course of four years after the project is complete and for undergrounding utilities improvement (\$278,402). The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to complete in late 2019. As of September 30, 2019, no payments have been made.

The Agency entered into a Type 3 Transformative Assistance Agreement and a parking permits purchase agreement with Front Street Investors, LLC, the developer of 6th and Front project, a mixed-use development consisting of a 7-story hotel with 138 rooms and a parking garage with 540 parking spaces in the River-Myrtle/Old Boise District. The project is estimated by the developer to have a total value of \$43 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$3,998,439 for public improvements (\$1,478,439) over the course of four years after the project is complete and purchase of 200 monthly parking permits for seven years for public parking (\$2,520,000). The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to complete in 2020. As of September 30, 2019, no payments have been made.

The Agency entered into a Type 4 Capital Improvements Reimbursement Agreement with Boise School District, the owner of Whittier Elementary Project – in the 30th Street District. The Agency's financial participation is an anticipated amount not to exceed \$540,000 of public improvements after the project is complete. The OPA sets out conditions of performance the developer must meet to become eligible for Agency financial participation. The project completed in 2019. As of September 30, 2019, total payments of \$540,000 have been made. Project and reimbursement are now complete.

The Agency entered into an OPA and related agreements in fiscal year 2019 with The Cartee Project, LLC, the developer of The Cartee – a 163-unit, 8-floor residential apartment project in the River-Myrtle/Old Boise District and the city's Central Addition area. The project is estimated by the developer to have a total value of \$48 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$1,394,035 for public improvements over the course of three years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project started construction in July 2019 and is expected to complete in 2021. Payments are expected to be made over three years from fiscal year 2023 to 2025. As of September 30, 2019, no payments have been made.

The Agency entered into an OPA and related agreements in fiscal year 2019 with Boise Caddis, LLC, the developer of Boise Caddis – a 173-unit residential apartment project with 394 structured parking spaces and 4,000 square feet of ground floor retail space in the River-Myrtle/Old Boise District and in Boise's Central Addition district. The project is estimated by the developer to have a total value of \$31 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$1,122,334 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to start construction in fall 2019 and is expected to complete in summer 2021. Payments are expected to be made over four years from fiscal year 2022 to 2025. As of September 30, 2019, no payments have been made.

CAPITAL CITY DEVELOPMENT CORPORATION

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED SEPTEMBER 30, 2019

The Agency entered into an OPA and related agreements in fiscal year 2019 with 11th & Idaho Partners, LLC, the developer of 11th & Idaho Office Building – a 9-story, approximately 10,000 square feet of lobby, retail and office space on the ground floor, approximately 170,000 square feet of floor 2 to 9 being Class A office space in the Westside district. The project is estimated by the developer to have a total value of \$40 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$740,690 for public improvements over the course of three years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project started construction in August 2019 and is expected to complete in October 2020. Payments are expected to be made over three years from fiscal year 2022 to 2024. As of September 30, 2019, no payments have been made.

Note 9 - Significant Contractual Agreements

The Agency is party to numerous agreements related to the development of the parcels in the Ada County Courthouse Corridor. In 2011, the various agreements were amended to facilitate the refunding of the 2002 B bonds with the 2011 B Revenue Refunding Note. The Business Terms Sheet/Funds Flow calculation was one of the agreements amended. Under the terms of the amended agreement, the tax increment guarantee for the Idaho Place parcels was restated as \$245,000 for fiscal year 2011, increasing 3% each year thereafter through fiscal year 2024. The developer will receive credit against the guarantee amount for any actual increment received from the subject parcels. The supplemental rent obligation on the apartment parcels in the Courthouse Corridor is stated in the Business Terms Sheet as \$289,865 for fiscal year 2011, increasing 3% each year thereafter through fiscal year 2024. The developer will receive credit against the supplemental rent amount for any actual increment received from the apartment parcels. During fiscal year 2019, the tax increment guarantee and supplemental rent obligations in the amounts of \$48,368 and \$134,162 were received in full.

As part of the Ada County Courthouse Corridor project and under the terms of the associated Second Amended and Restated Master Sublease, the Agency subleased two parcels (parcels 4 and 5) to Civic Partners Idaho, LLC. Similarly, under the terms of the Amended and Restated Parcel 1 Sublease, the Agency subleased two Courthouse Project condominium units (units 401 and 102) to Civic Partners. Civic Partners failed to make the April 1, 2015 and July 1, 2015 quarterly lease payments as required by the agreements and failed to timely cure the defaults. The Agency declared the leases terminated on October 2, 2015 and initiated action to take possession of the properties as permitted under the leases. On May 10, 2016, the Agency, Civic Partners, and Ada County entered into a Termination Agreement and Mutual Release (Termination Agreement). The Termination Agreement terminates the Sublease Agreements with Civic Partners and all interest that Civic Partners has in and to the subleased properties.

CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2019

Note 10 - Pledged Revenues

The Agency has certain long-term debt obligations for which revenues have been pledged.

The Agency issued the Series 2011 B Revenue Refunding Note to refund the 2002 B bonds. Amounts in the Series 2011 B note fund are pledged to support this debt. One twelfth of the annual debt service is to be deposited into the note fund each month. The source revenues for the deposits into the note fund are revenue allocations from the River-Myrtle/Old Boise District and net parking revenues from the parking system. The 2011 B Revenue Refunding Note matures in 2024. The bond fund is pledged until the bonds mature. For the year ended September 30, 2019, the total debt service on this note was \$1,380,825.

The Agency issued the Series 2017 A Redevelopment Bond in fiscal year 2017. Amounts in the Series 2017 A bond fund are pledged to support this debt. One twelfth of the annual debt service is to be deposited into the bond fund each month. The source revenues for the deposits into the bond fund are revenue allocation from the River-Myrtle/Old Boise District and net parking revenues from the parking system. The Series 2017 A bond matures in 2024. The bond fund is pledged until the bond matures. For the year ended September 30, 2019, the total debt service on this bond was \$1,973,692.

The Agency issued the Series 2017 B bond to refund the 2010 B bond. Amounts in the Series 2017 B bond fund are pledged to support this debt. One twelfth of the annual debt service is to be deposited into the bond fund each month. The source revenues for the deposits into the bond fund are revenue allocation from the River Myrtle-Old Boise District and net parking revenues from the parking system. For the year ended September 30, 2019, the total debt service on these bonds was \$803,516.

Note 11 - Conduit Debt

On April 29, 2016, the Agency authorized the issuance of its Lease Revenue Bonds, Series 2016 (Greater Boise Auditorium District Expansion Project), in the aggregate principal amount of \$23,085,000. The proceeds of the bonds were used to expand and improve the "Boise Centre", an existing convention center and public event facility in downtown Boise operated by the Greater Boise Auditorium District (the District), to pay bond issuance costs, to fund capitalized interest and to fund a reserve fund.

The Series 2016 bonds were issued at a fixed rate range from 3.00% to 5.00%. The issuance is a conduit financing arrangement for the District, and the Agency receives no benefit from the issuance of these Bonds and has no liability. Therefore, the Agency has not recorded any benefit or liability. The first bond principal payment was scheduled to be made on December 15, 2017. As of September 30, 2019, the unpaid principal balance of the Bonds is \$21,585,000.

CAPITAL CITY DEVELOPMENT CORPORATION

REQUIRED SUPPLEMENTARY INFORMATION

CAPITAL CITY DEVELOPMENT CORPORATION**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2019**

	General Fund			Variance Favorable (Unfavorable)
	Original Budget	Amended Budget	Actual	
REVENUES				
Interest	\$ -	\$ 20,000	\$ 28,688	\$ 8,688
Other	155,100	253,100	163,461	(89,639)
Total revenues	155,100	273,100	192,149	(80,951)
EXPENDITURES				
Operating and administrative expenses	4,306,540	3,857,900	3,185,118	672,782
Capital outlay and related expenses	124,000	118,000	101,982	16,018
Total expenditures	4,430,540	3,975,900	3,287,100	688,800
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(4,275,440)	(3,702,800)	(3,094,951)	607,849
OTHER FINANCING SOURCES (USES)				
Interfund transfers	4,475,440	3,902,800	3,084,243	(818,557)
NET CHANGE IN FUND BALANCES	200,000	200,000	(10,708)	(210,708)
FUND BALANCES, BEGINNING OF YEAR	1,135,633	1,135,633	1,135,633	-
FUND BALANCES, END OF YEAR	<u>\$ 1,335,633</u>	<u>\$ 1,335,633</u>	<u>\$ 1,124,925</u>	<u>\$ (210,708)</u>

CAPITAL CITY DEVELOPMENT CORPORATION

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2019**

	River Myrtle District RA Fund			Variance Favorable (Unfavorable)
	Original Budget	Amended Budget	Actual	
REVENUES				
Interest	\$ -	\$ 80,000	\$ 176,232	\$ 96,232
Other	5,735,700	432,500	491,125	58,625
Revenue allocation funds	10,150,000	10,150,000	10,728,896	578,896
Total revenues	15,885,700	10,662,500	11,396,253	733,753
EXPENDITURES				
Operating expenses	711,121	622,121	414,641	207,480
Capital outlay and related expenses	23,338,100	4,266,240	4,031,476	234,764
Debt service - principal	2,717,000	2,717,000	2,400,000	317,000
Debt service -interest	377,208	377,208	377,208	-
Total expenditures	27,143,429	7,982,569	7,223,325	759,244
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(11,257,729)	2,679,931	4,172,928	1,492,997
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(1,173,223)	(1,246,695)	(893,475)	353,220
Total other financing sources (uses)	(1,173,223)	(1,246,695)	(893,475)	353,220
NET CHANGE IN FUND BALANCES	(12,430,952)	1,433,236	3,279,453	1,846,217
FUND BALANCES, BEGINNING OF YEAR	20,377,157	20,377,157	20,377,157	-
FUND BALANCES, END OF YEAR	\$ 7,946,205	\$ 21,810,393	\$ 23,656,610	\$ 1,846,217

CAPITAL CITY DEVELOPMENT CORPORATION

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2019**

	Westside District RA Fund			Variance Favorable (Unfavorable)
	Original Budget	Amended Budget	Actual	
REVENUES				
Lease	\$ 360,000	\$ 360,000	\$ 364,961	\$ 4,961
Interest	-	15,000	34,036	19,036
Other	1,000,000	-	9,387	9,387
Parking revenues	20,000	20,000	38,146	18,146
Revenue allocation funds	3,700,000	3,700,000	3,723,464	23,464
Total revenues	5,080,000	4,095,000	4,169,994	74,994
EXPENDITURES				
Operating expenses	278,500	383,500	232,084	151,416
Capital outlay and related expenses	17,434,400	1,153,100	1,174,751	(21,651)
Total expenditures	17,712,900	1,536,600	1,406,835	129,765
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(12,632,900)	2,558,400	2,763,159	204,759
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(848,740)	(1,699,784)	(662,700)	1,037,084
Total other financing sources (uses)	(848,740)	(1,699,784)	(662,700)	1,037,084
NET CHANGE IN FUND BALANCES	(13,481,640)	858,616	2,100,459	1,241,843
FUND BALANCES, BEGINNING OF YEAR	10,125,570	10,125,570	10,125,570	-
FUND BALANCES, END OF YEAR	\$ (3,356,070)	\$ 10,984,186	\$ 12,226,029	\$ 1,241,843

CAPITAL CITY DEVELOPMENT CORPORATION**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2019**

	30th Street District RA Fund			Variance Favorable (Unfavorable)
	Original Budget	Amended Budget	Actual	
REVENUES				
Interest	\$ -	\$ -	\$ 10,999	\$ 10,999
Revenue allocation funds	700,000	700,000	645,687	(54,313)
Total revenues	700,000	700,000	656,686	(43,314)
EXPENDITURES				
Operating expenses	55,000	73,000	13,278	59,722
Capital outlay and related expenses	1,187,000	707,000	707,174	(174)
Total expenditures	1,242,000	780,000	720,452	59,548
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(542,000)	(80,000)	(63,766)	16,234
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(402,610)	(78,056)	(65,615)	12,441
NET CHANGE IN FUND BALANCES	(944,610)	(158,056)	(129,381)	28,675
FUND BALANCES, BEGINNING OF YEAR	1,372,875	1,372,875	1,372,875	-
FUND BALANCES, END OF YEAR	\$ 428,265	\$ 1,214,819	\$ 1,243,494	\$ 28,675

CAPITAL CITY DEVELOPMENT CORPORATION

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2019**

	Parking Fund			Variance Favorable (Unfavorable)
	Original Budget	Amended Budget	Actual	
REVENUES				
Lease	\$ 70,000	\$ 240,000	\$ 246,803	\$ 6,803
Interest	-	30,000	66,658	36,658
Other	15,000	6,000	8,460	2,460
Parking revenues	8,381,835	8,498,561	8,441,907	(56,654)
Total revenues	8,466,835	8,774,561	8,763,828	(10,733)
EXPENDITURES				
Operating expenses	3,178,168	2,898,926	2,544,219	354,707
Capital outlay and related expenses	3,088,500	2,462,717	1,010,821	1,451,896
Debt service - principal	1,045,000	1,045,000	1,045,000	-
Debt service - interest and fees	335,825	335,825	335,825	-
Total expenditures	7,647,493	6,742,468	4,935,865	1,806,603
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	819,342	2,032,093	3,827,963	1,795,870
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(1,870,347)	(1,823,533)	(1,462,453)	361,080
NET CHANGE IN FUND BALANCES	(1,051,005)	208,560	2,365,510	2,156,950
FUND BALANCES, BEGINNING OF YEAR	8,873,262	8,873,262	8,873,262	-
FUND BALANCES, END OF YEAR	\$ 7,822,257	\$ 9,081,822	\$ 11,238,772	\$ 2,156,950

CAPITAL CITY DEVELOPMENT CORPORATION
SCHEDULE OF EMPLOYER'S SHARE OF NET PENSION LIABILITY AND SCHEDULE OF EMPLOYER CONTRIBUTIONS
YEAR ENDED SEPTEMBER 30, 2019

Schedule of Employer's Share of Net Pension Liability
PERSI - Base Plan
Last 10 - Fiscal Years*

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Employer's portion of net of the pension liability	0.0422401%	0.0405570%	0.0397908%	0.0403932%	0.0361820%
Employer's proportionate share of the net pension liability	\$ 482,159	\$ 598,223	\$ 625,443	\$ 818,832	\$ 476,459
Employer's covered payroll	\$ 1,426,600	\$ 1,309,034	\$ 1,277,551	\$ 1,194,427	\$ 1,035,703
Employer's proportionate share of the net pension liability as a percentage of its covered payroll	33.80%	45.70%	48.96%	68.55%	46.00%
Plan fiduciary net position as a percentage of the total pension liability	93.79%	91.69%	90.68%	87.26%	91.38%

* GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the Agency will present information for those use for which information is available.

Data reported is measured as of June 30 of each year.

Schedule of Employer Contributions
PERSI - Base Plan
Last 10 - Fiscal Years*

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Statutorily required contribution	\$ 166,029	\$ 153,809	\$ 140,234	\$ 135,975	\$ 124,326
Contributions in relation to the statutorily required contribution	\$ (167,556)	\$ (152,231)	\$ (140,418)	\$ (133,983)	\$ (123,145)
Contribution deficiency (excess)	\$ (1,527)	\$ 1,578	\$ (184)	\$ 1,992	\$ 1,181
Employer's covered payroll	\$ 1,446,855	\$ 1,346,870	\$ 1,222,892	\$ 1,202,851	\$ 1,096,499
Contributions as a percentage of covered payroll	11.58%	11.30%	11.48%	11.14%	11.23%

* GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the Agency will present information for those use for which information is available.

Data reported is measured as of September 30 of each year.

CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
SEPTEMBER 30, 2019

Note 1 - Summary of Significant Accounting Policies

Financial Reporting Entity

The Agency follows these procedures in establishing the budget:

1. Prior to August, the preliminary budget is reviewed by the Agency's Executive Committee.
2. The preliminary budget is revised, if necessary, prior to Board consideration.
3. The proposed budget is approved by the Board of Commissioners at its regular August meeting.
4. The proposed budget is published for public review.
5. The Board of Commissioners holds a special meeting including a public hearing on the budget in August.
6. The proposed budget is adopted by the Board of Commissioners prior to September.
7. The adopted budget is filed with the City of Boise.
8. October 1 begins the Agency's fiscal year.
9. Budget amendments, if any, require formal approval of the Agency's Board of Commissioners.

Note 2 - Summary of Significant Accounting Policies

The fiscal year 2019 budget was amended once during the year to reflect a restatement of appropriations in the adopted and amended budget.

Note 3 - Actuary Assumptions

The total pension liability in the June 30, 2019 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.00 percent
Salary increases	3.75 percent
Salary inflation	3.75 percent
Investment rate of return	7.05 percent, net of pension plan investment expenses
Cost of living (COLA) adjustments	1.00 percent

An experience study was performed for the period 2011 through 2017 which reviewed all economic and demographic assumptions other than mortality. The Total Pension Liability as of June 30, 2019 is based on the results of an actuarial valuation date of July 1, 2019. The District's proportionate share of changes in assumptions as of the measurement date totaled \$26,820.



Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Board of Commissioners
Capital City Development Corporation
Boise, Idaho

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of Capital City Development Corporation (the Agency), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Agency’s basic financial statements, and have issued our report thereon dated March 2, 2020.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Boise, Idaho
March 2, 2020



AGENDA BILL

Agenda Subject: Approval of 2019 Annual Report		Date: March 9, 2020
Staff Contact: John Brunelle, Executive Director	Attachments: 1 - Draft of 2019 Annual Report	
Actions Requested: Approve the 2019 Annual Report and direct staff to finalize the document and fulfill the statutory publication and access requirements.		

Background:

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

Agencies such as CCDC must also conduct a public meeting to report these activities and take public comment. This meeting's agenda includes the required public meeting which allows for public comment. Any member of the public is invited to comment on the draft 2019 Annual Report.

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

Fiscal Notes:

None.

Staff Recommendation:

Accept the 2019 Annual Report and to direct staff to finalize and deliver it to the Boise City Clerk, post it on the Agency's website, and publish notice in the *Idaho Statesman* that it has been filed and is available for review in the City Clerk's Office as well as at CCDC and on CCDC's website.

Suggested Motion:

I move to approve the 2019 Annual Report and to direct staff to finalize the document and fulfill statutory publication and access requirements.



CAPITAL CITY
DEVELOPMENT CORP

BEYOND DOWNTOWN

ASSISTING BOISE'S ECONOMIC GROWTH & DEVELOPMENT



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DANA ZUCKERMAN

BOARD CHAIR

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Dana at a ground breaking ceremony ↗

↙ *John and the CCDC team tour Ash Street*





JOHN BRUNELLE
EXECUTIVE DIRECTOR

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BOARD OF COMMISSIONERS



Ryan Woodings
VICE CHAIR



Dave Bieter
SECRETARY -
TREASURER



Gordon Jones
COMMISSIONER



Maryanne Jordan
COMMISSIONER



Ben Quintana
COMMISSIONER



Scott Ludwig
OUTGOING
COMMISSIONER

ABOUT CCDC

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

VISION

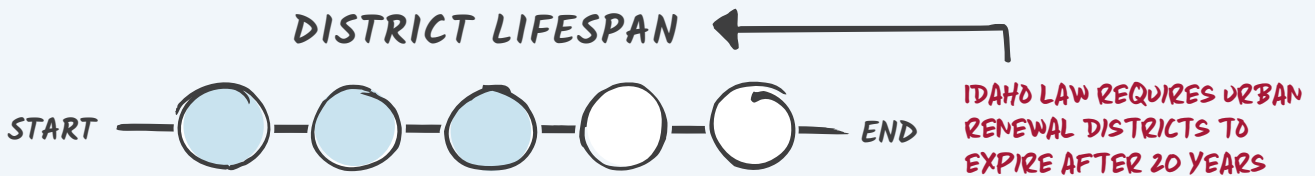
Help the Boise community thrive in a sustainable economy where an exceptional built environment and excellent business opportunities are in perfect balance.

MISSION

CCDC ignites diverse economic growth, builds attractive urban centers, and promotes healthy community design.

BUILDING A BETTER BOISE

Urban renewal is investments large and small that shape a neighborhood into a thriving place for residents and business owners. Each element CCDC oversees in the life of an urban renewal district builds a stronger, more livable community for decades.



FIVE KEY STRATEGIES



▶ ECONOMIC DEVELOPMENT

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

▶ INFRASTRUCTURE

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

▶ MOBILITY

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

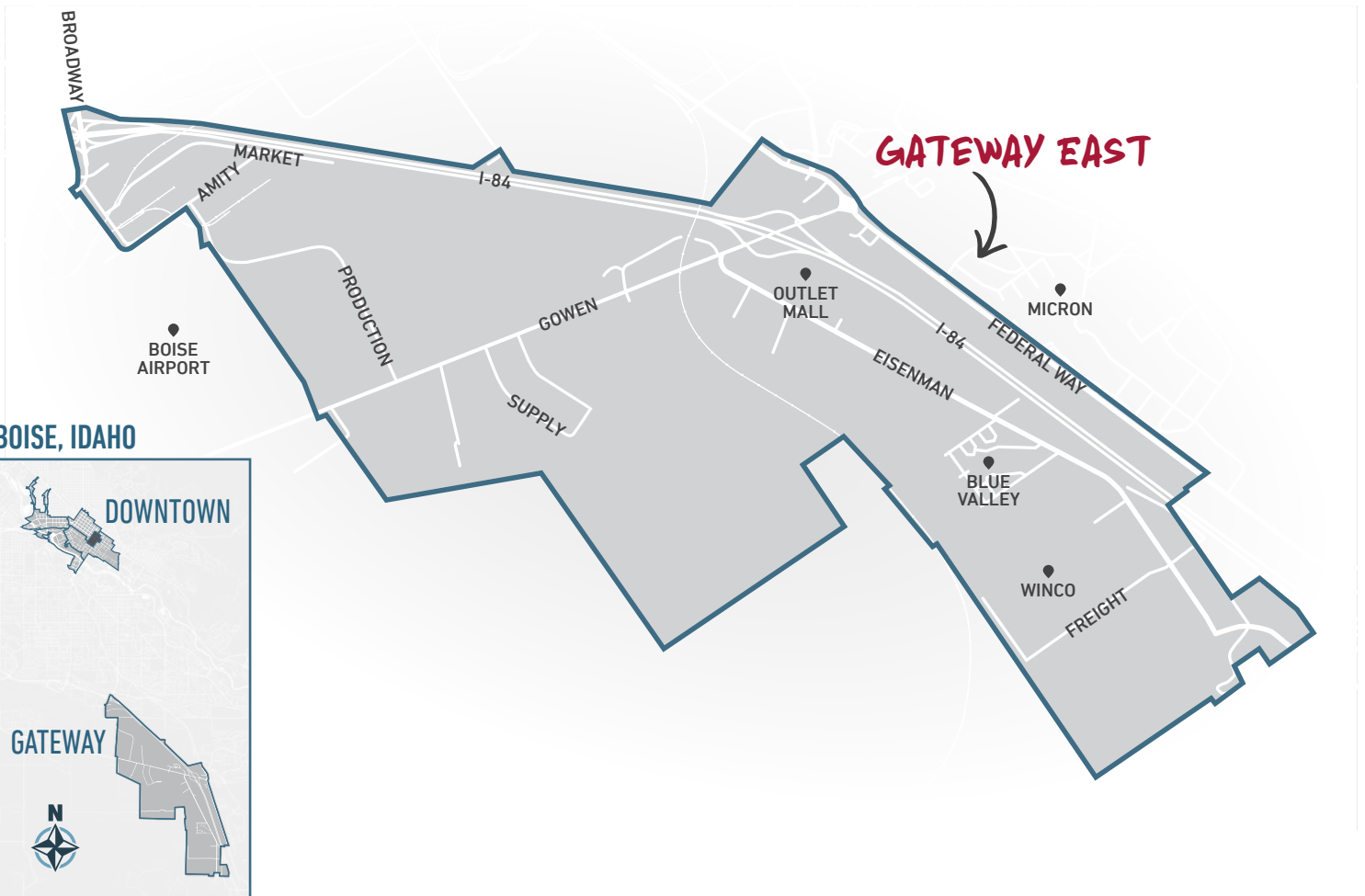
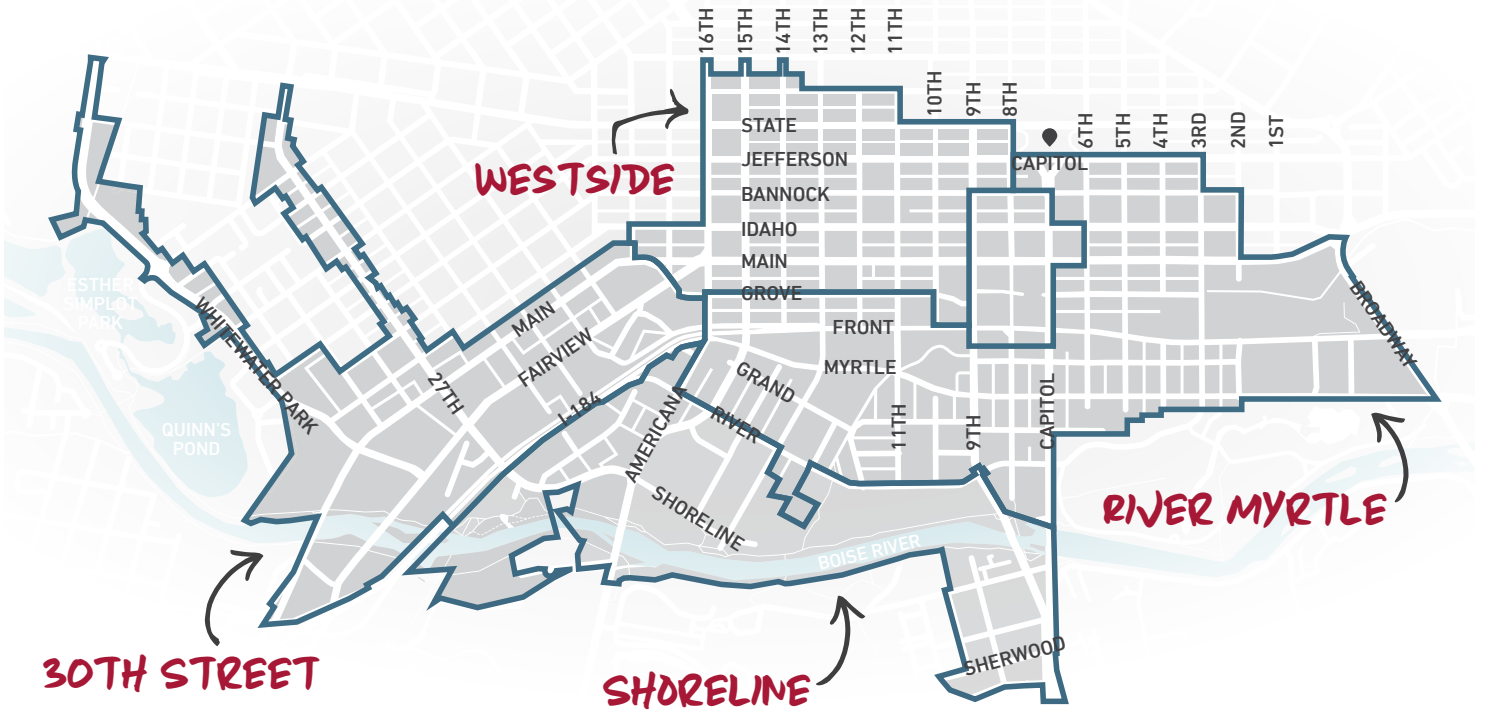
▶ PLACE MAKING

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

▶ SPECIAL PROJECTS

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

CCDC DISTRICTS



WHY URBAN RENEWAL?

FUTURE WESTSIDE URBAN PARK

Creating places people connect with and love is crucial in making a city desirable for residents, visitors and businesses.

CCDC ignites diverse economic growth, builds attractive urban centers, and promotes healthy community design.



CCDC PARTNERS WITH LOCAL AGENCIES AND PROPERTY OWNERS TO REINVEST DISTRICT TAX REVENUE INTO MEANINGFUL AND LASTING IMPROVEMENTS THAT MAY NOT OTHERWISE HAPPEN.

URBAN RENEWAL IS A UNIVERSAL TOOL THAT POWERS LOCAL ECONOMIES AND STRENGTHENS NEIGHBORHOODS BY MEETING A COMMUNITY'S UNIQUE GOALS.



Urban renewal attracts new investment into underutilized areas strengthening and diversifying local economies.

THE AFTON



COMMUNITY

A key tool for communities across Idaho, urban renewal provides a unique opportunity to reinvest local tax dollars directly into neighborhoods with projects envisioned by residents, land owners, and businesses.

OUR CORE VALUES

1 PROFESSIONALISM

2 LEADERSHIP

3 ACCOUNTABILITY

4 INTEGRITY

5 TRANSPARENCY

REDEVELOPING SURFACE LOTS

Building structured public parking fosters future expansion of local enterprise and improves access for Boise residents and visitors.

AGENCY OWNED PROPERTY

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

PROPERTIES ACQUIRED FOR PUBLIC USE

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



PROPERTIES ACQUIRED FOR REHABILITATION OR RESALE

1) 429 S. 10TH (0.08 ACRES)

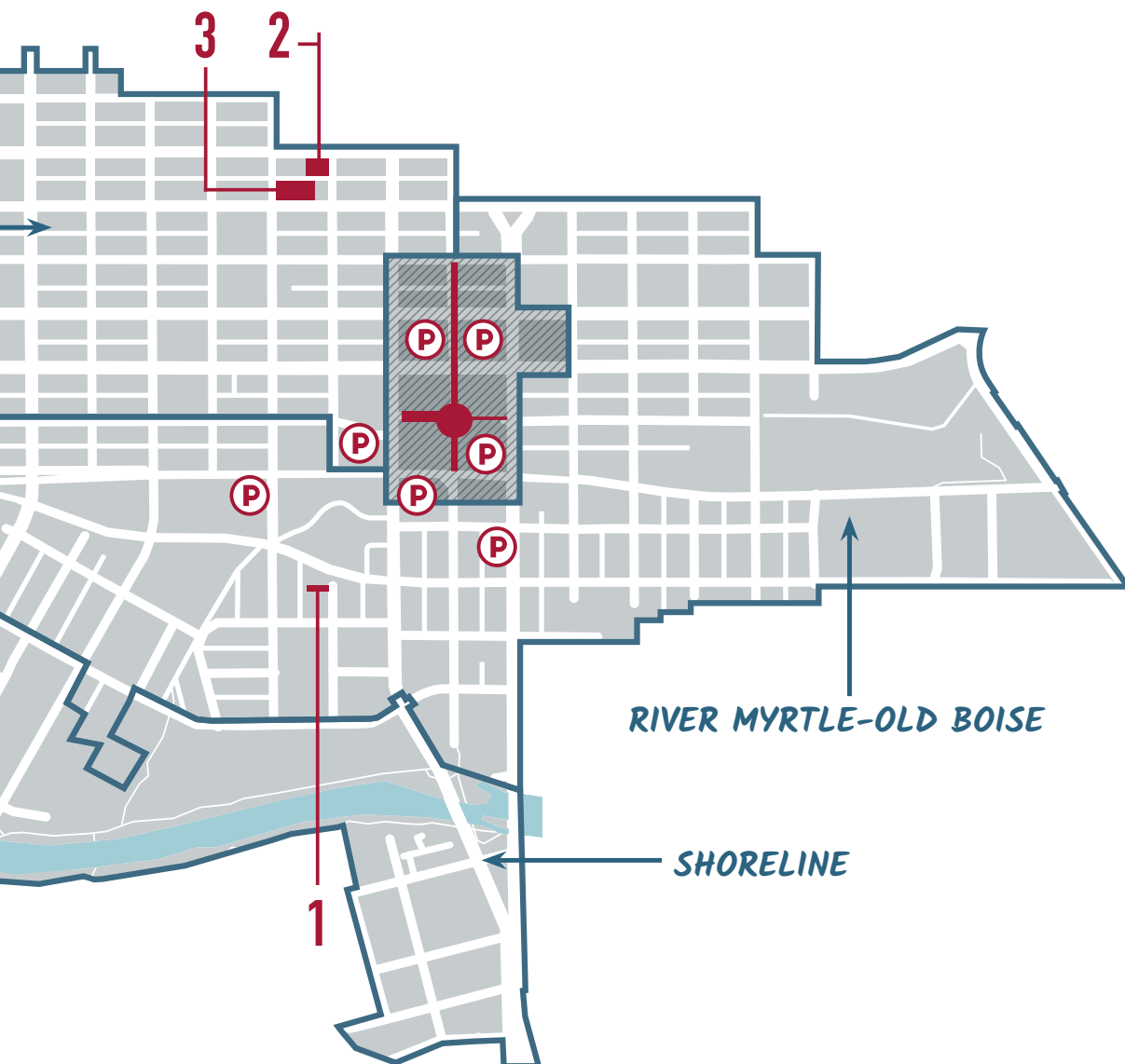
This land was acquired in 2001 to help assemble property for a private development in the River Street Neighborhood. With ownership changes on the block, the completion of the new Simplot HQ/JUMP project, and construction underway on the Pioneer Crossing project, CCDC is working with area property owners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

2) 421 N 10TH STREET (.39 ACRES)

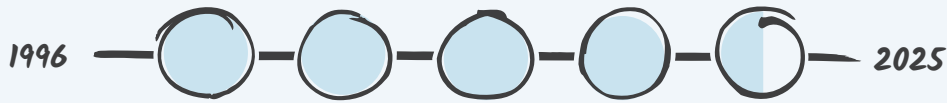
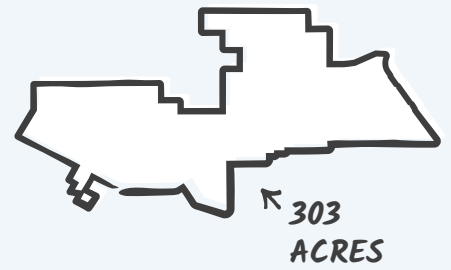
Acquired property in 2018 to assemble with other properties in the vicinity for a potential transformative project in underdeveloped area of the Westside District. It includes an old commercial building (built in 1948) and a parking lot.

3) 1010 W JEFFERSON (.65 ACRES)

Acquired property in 2018 to assemble with other properties in the vicinity for a potential transformative project in underdeveloped area of the Westside District. It includes an office building and a parking lot.



RIVER MYRTLE - OLD BOISE DISTRICT



The Afton Phase 2



620 S. 9TH – THE AFTON – PP TYPE 5

DEVELOPER: RMH Company

SIZE: 54 Condominiums (Phase 1 and 2)

TOTAL DEVELOPMENT COSTS:
\$31,000,000

CCDC PARTICIPATION: \$1,685,000 – Type 5

PROJECT STATUS: Phase 1 Complete,
Phase 2 Complete



530 ASH ST. – ASH STREET TOWNHOMES – PP TYPE 5

DEVELOPER: deChase Miksis

SIZE: 31 Workforce Apartments and ground-floor retail space

TOTAL DEVELOPMENT COSTS: \$8,000,000

CCDC PARTICIPATION: \$997,000 – Type 5

PROJECT STATUS: Complete

*Ash Street
Townhomes*





5050 W. IDAHO ST. – THE GIBSON – PP TYPE 2 AND 4

DEVELOPER: 5th and Idaho Development, LLC.
SIZE: 81 Apartments, ground-floor retail space, and a pocket park
TOTAL DEVELOPMENT COSTS: \$15,500,000
CCDC PARTICIPATION: \$1,370,000 – Type 2 and Type 4
PROJECT STATUS: Complete

The Gibson Apartments ↗



↶ *Home2 Suites Hotel & Parking Garage*

502 W. FRONT ST. – HOME2 SUITES HOTEL & PARKING GARAGE – PP TYPE 3

DEVELOPER: Capitol Partners
SIZE: Seven-story hotel with 130 rooms, 540-space parking garage
TOTAL DEVELOPMENT COSTS: \$49,200,000
CCDC PARTICIPATION: \$4,200,000 for public improvements and leasing of 200 parking spaces in the garage for public use
PROJECT STATUS: Under Construction



500 S. 8TH ST. – TRAILHEAD

DESCRIPTION: in March 2015, CCDC helped establish a downtown Boise space for innovators and entrepreneurs. Trailhead is a non-profit, community effort focused on helping develop the next generation of business success in the Boise valley.

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

PROJECT STATUS: Ongoing

↑
↳ *Trailhead*

*River Street
Lofts*

535 15TH ST. – RIVER STREET LOFTS – PP TYPE 1

DEVELOPER: River St. Lofts, LLC

SIZE: 10 Townhomes

TOTAL DEVELOPMENT COSTS: \$1,600,000

CCDC PARTICIPATION: \$150,000 – Type 1

PROJECT STATUS: Complete





↙ *The Cartee Apartments*



323 BROAD ST. – THE CARTEE – PP TYPE 2

DEVELOPER: Roundhouse, formerly LocalConstruct

SIZE: Eight-story, mixed-use development with 160 apartments and ground floor commercial space

TOTAL DEVELOPMENT COSTS: \$48,000,000

CCDC PARTICIPATION: \$1,400,000

PROJECT STATUS: Under Construction

200 W. MYRTLE ST. – BOISE CADDIS – PP TYPE 2

DEVELOPER: River Caddis Development

SIZE: Eight-story, mixed-use development with 173 apartments, 400 parking spaces and retail and commercial space

TOTAL DEVELOPMENT COSTS:
\$31,000,000

CCDC PARTICIPATION: \$1,100,000

PROJECT STATUS: Under Construction



*Boise
Caddis*



600 W. FRONT STREET – VANGUARD APARTMENTS – PP TYPE 2

DEVELOPER: Visum Development

SIZE: Eight-story, mixed-use development with 75 residential units and 5,000 SF of ground floor commercial space

TOTAL DEVELOPMENT COSTS:
\$16,000,000

CCDC PARTICIPATION: \$500,000

PROJECT STATUS: Under Construction



*Vanguard
Apartments*





Pioneer Crossing

PIONEER CROSSING – PP TYPE 3

DEVELOPER: Gardner Company

SIZE: Mixed use campus on 5 acres. Includes a 600+ space public-use parking garage, 112,000 SF of office space, 5,000 SF of retail space,

TOTAL DEVELOPMENT COSTS:
\$57,500,000

CCDC PARTICIPATION: \$7,500,000

PROJECT STATUS: Complete



512 W. GROVE ST. – 5TH & GROVE – PP TYPE 2

DEVELOPER: Capitol Partners and DeChase Miksis

SIZE: Six stories, 114 apartments with a 9,000 SF ground floor retail space

TOTAL DEVELOPMENT COSTS: \$25,500,000

CCDC PARTICIPATION: \$1,050,000

PROJECT STATUS: Pre-Construction

↖ *5th & Grove Apartments*



↖
6th & Grove Apartments

116 W. SIXTH ST. – 6TH & GROVE – PP TYPE 2

DEVELOPER: Capitol Partners and DeChase Miksis

SIZE: Seven stories, 60 income restricted and market-rate apartments with a 5,000 ground floor retail space

TOTAL DEVELOPMENT COSTS: \$25,500,000

CCDC PARTICIPATION: \$570,000

PROJECT STATUS: Pre-Construction

Block 7 Alley Improvements



390 S CAPITOL BLVD. – MOD PIZZA – PP TYPE 1

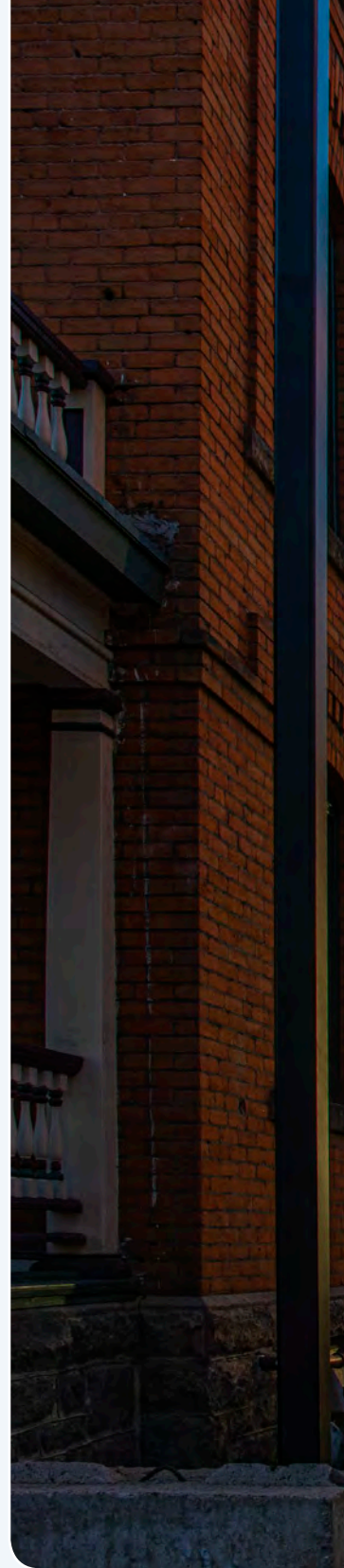
DEVELOPER: Hawkins Companies

SIZE: 3,000 sf retail space

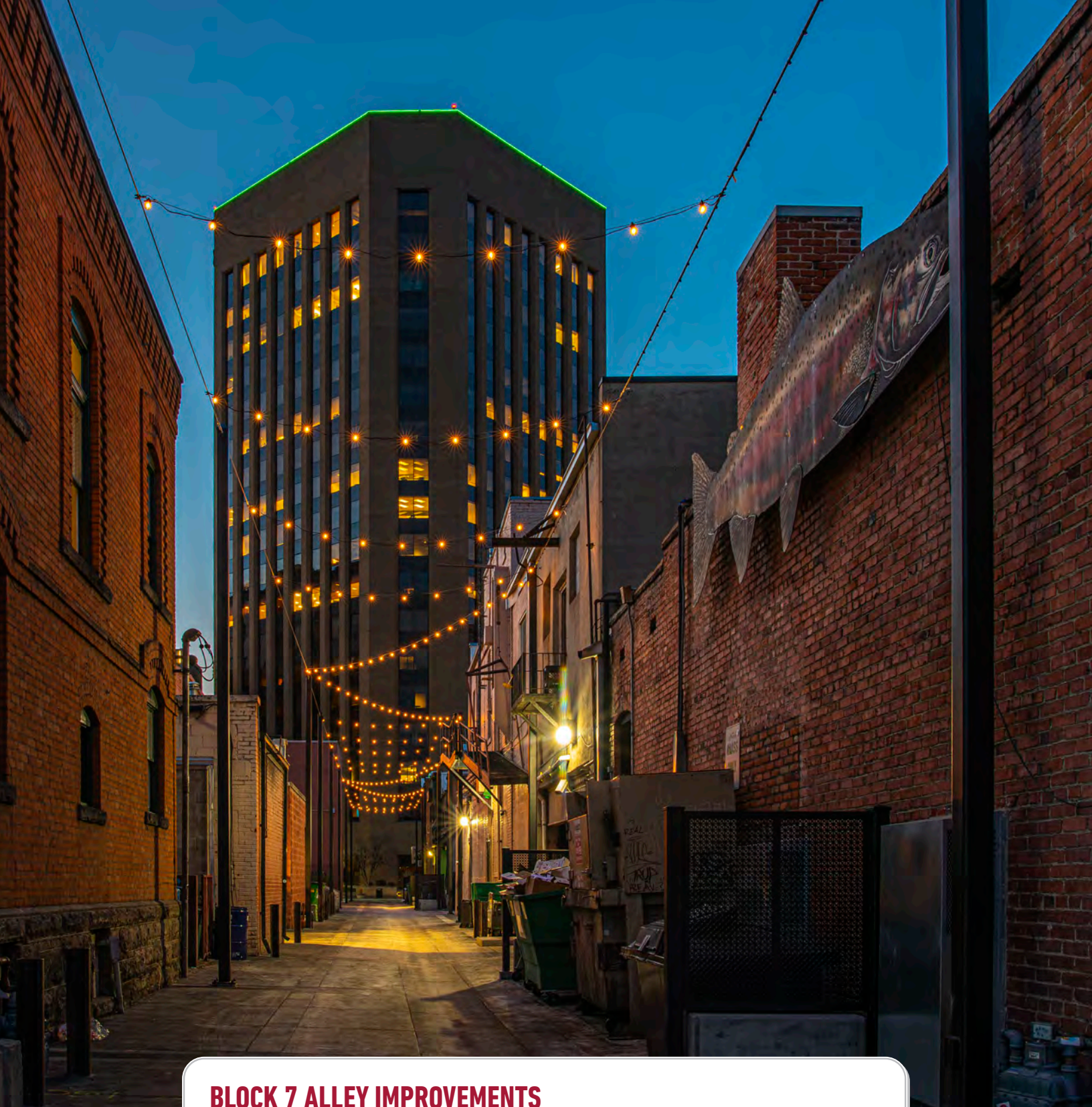
TOTAL DEVELOPMENT COSTS: \$1,700,000

CCDC PARTICIPATION: \$95,000 (Awnings)

PROJECT STATUS: Complete



Mod
Pizza



BLOCK 7 ALLEY IMPROVEMENTS

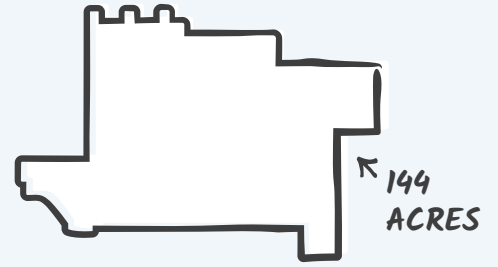
LOCATION: Alleyway between Basque Block and Main St, and Capitol and 6th St.

DESCRIPTION: Block 7 was identified as a priority for alley improvement due to proximity to active uses and high volume of foot traffic, existing drainage issues. The project replaced the deteriorating asphalt with concrete, installed overhead lighting, and worked with adjacent businesses to consolidate and screen trash and recycling. The project also installed a conduit bank as part of a connection between the existing conduit banks on Capitol Blvd. and Broad St.

TOTAL COST: \$550,000

PROJECT STATUS: Complete

WESTSIDE DISTRICT



↑
*11th and
Idaho Offices*

1118 W. IDAHO STREET – 11TH AND IDAHO OFFICES – PP TYPE 2

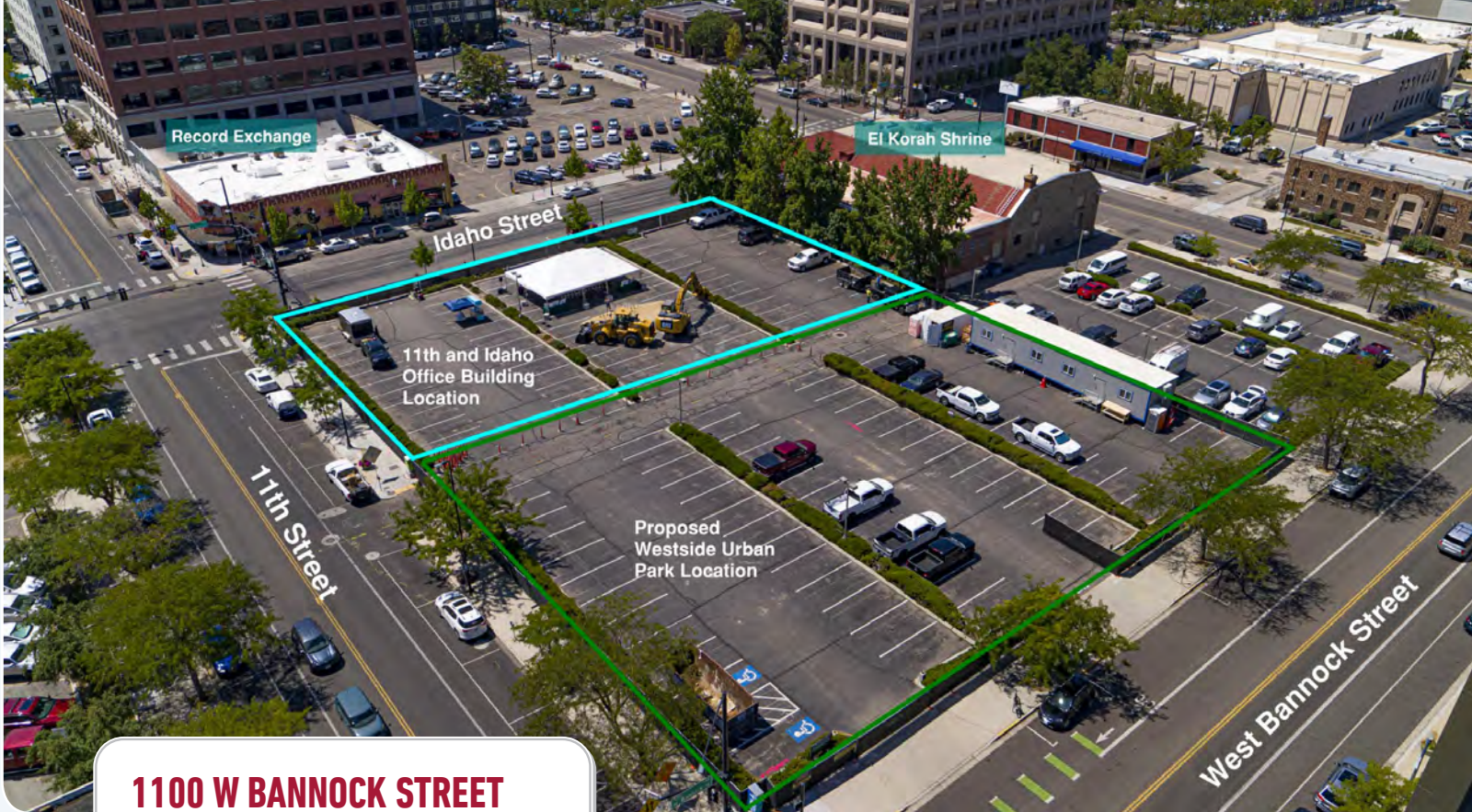
DEVELOPER: Rafanelli & Nehas

SIZE: 10-story building with 191,000 square feet of office space and ground floor retail

TOTAL DEVELOPMENT COSTS: \$28,000,000 development costs and \$12,000,000 in Tenant Improvements

CCDC PARTICIPATION: \$740,000

PROJECT STATUS: Under Construction



1100 W BANNOCK STREET – WESTSIDE DOWNTOWN URBAN PARK

DEVELOPER: CCDC

PARTNERS: Boise Parks and Recreation, 1111 W Jefferson, LLC, and Boise Arts and History

DESCRIPTION: Westside Downtown Urban Park is a placemaking and economic development project that creates a neighborhood public space for all to enjoy. It also was a catalyst of adjacent development—the 11th and Idaho mixed use office building featuring retail frontage along the park. The park itself features iconic public art, an event lawn, shady outdoor dining, verdant landscaping cooled by an interactive fog system, and a public restroom. The park forges a new identity for this evolving downtown neighborhood and is anticipated to become an epicenter of community activities.

TOTAL DEVELOPMENT COSTS: \$3,410,945

CCDC PARTICIPATION: \$2,000,000

PROJECT STATUS: Under development

Westside Downtown Urban Park





TRAFFIC BOX ART WRAPS
LOCATION: Various
DESCRIPTION: A creative approach to provide more public art throughout Boise, the Traffic Box project provides emerging artists and established professionals the opportunity to display their art on the normally blank boxes that control our streetlights. The “wraps” are digitized replicas of the artists’ work that is printed on vinyl and installed on the boxes. CCDC provided funding for nine boxes within the Westside Urban Renewal District.
PROJECT STATUS: Complete
TOTAL COST: \$20,000

Traffic Box Art Wraps ↗

8th & Bannock
Streetscapes



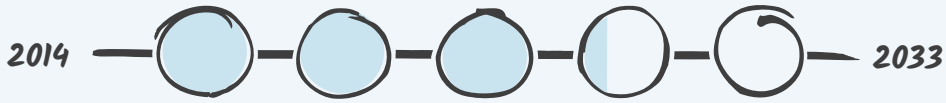
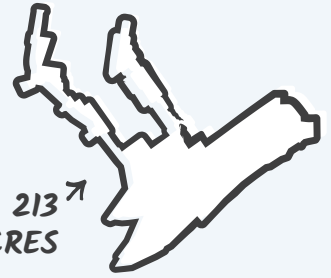
BANNOCK & 8TH STREET – STREETScape IMPROVEMENTS

LOCATION: Bannock Street from 9th to Capitol. 8th Street from Bannock to State.

DESCRIPTION: A transformative project to reallocate the right of way on 8th Street from Bannock to State as well as provide streetscape improvements on Bannock Street. On 8th Street, the project will include reconfigured traffic travel lanes, an added south bound, dedicated bike lane, north bound bike sharrow lane and reconfigured parking. The project will also include streetscape improvements, fiber optic conduit expansion, geothermal network expansion and road resurfacing.

TOTAL COST: Construction budget \$1,775,000

30TH STREET DISTRICT



213⁷
ACRES



*New Path
Community
Housing*



2200 W. FAIRVIEW AVE. – NEW PATH COMMUNITY HOUSING – PP TYPE 1

DEVELOPER: Thomas Development, Pacific Communities, and Northwest Integrity

SIZE: 40 Permanent Supportive Housing Units

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

TOTAL DEVELOPMENT COSTS: \$7,300,000

CCDC PARTICIPATION: \$125,000 – Type 1

PROJECT STATUS: Complete



2403 W. FAIRVIEW AVE. – ADARE MANOR – PP TYPE 2 AND TYPE 4

DEVELOPER: Thomas Development, Pacific Communities, and Northwest Integrity

SIZE: 134 rental units, 120 to be rented to households whose income does not exceed 60% AMI, and 13 rented at market rate

TOTAL DEVELOPMENT COSTS: \$28,000,000

CCDC PARTICIPATION: \$730,000

PROJECT STATUS: Complete

Adare Manor ↗
Apartments

391 N. 29TH ST. – WHITTIER ELEMENTARY – PP TYPE 4

DEVELOPER: Boise School District

DESCRIPTION: The original Whittier Elementary School, built in 1948, was large enough to accommodate only half of the student population. The other half were housed in temporary classroom buildings on site. In partnership with the Boise School District, who built the new 68,000 SF elementary building, CCDC provided support for substantial right-of-way improvements, a public plaza, and additional site landscaping. The original Whittier building now functions as a community center.

TOTAL DEVELOPMENT COSTS: \$15,500,000

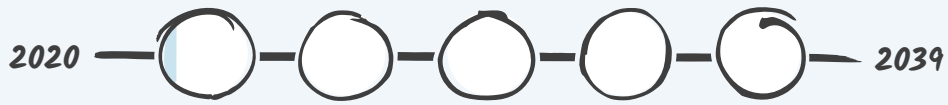
CCDC PARTICIPATION: \$540,00 – Type 4

PROJECT STATUS: Complete



↖ *Whittier Elementary*

SHORELINE DISTRICT



CREATING COMMUNITY THROUGH URBAN RENEWAL

As one of CCDC's newest Urban Renewal Areas, the Shoreline District is a diverse, mixed-use area that is tied together by the Greenbelt and the Boise River. The district has abundant recreational resources with opportunities to increase connectivity and allow for safe and complete access to the natural amenities. Opportunities for redevelopment on vacant parcels or underutilized buildings are prevalent throughout the Shoreline District and would further enhance and revitalize the area. Its proximity to downtown as well as Boise State University creates a need for a variety of housing types, services, amenities and a neighborhood center for downtown residents, workers and students.

The objectives and desired outcomes for the Shoreline District were guided by many conversations with the community, on-site tours and observations, existing community planning documents, and on-going efforts from stakeholders and partners. The Shoreline District took effect January 1, 2019, and will remain an active district for 20 years terminating in 2039.

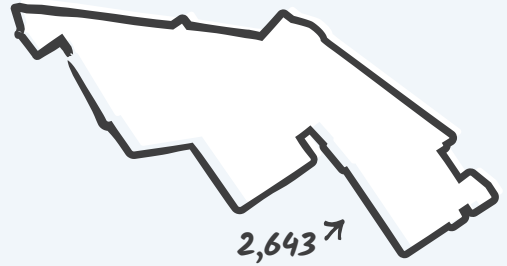


LaPointe Street



*17th Street
Parking Lot*

GATEWAY EAST DISTRICT



2,643[±]
ACRES



9025 FEDERAL WAY

DEVELOPER: 9025 Federal, LLC
SIZE: 11,000 square foot office and warehouse building
TOTAL DEVELOPMENT COSTS: \$2,100,000
CCDC PARTICIPATION: \$92,000
PROJECT STATUS: Temporary Certificate of Occupancy



9025 Federal Way ↗



Boise Gateway Industrial Park ↙

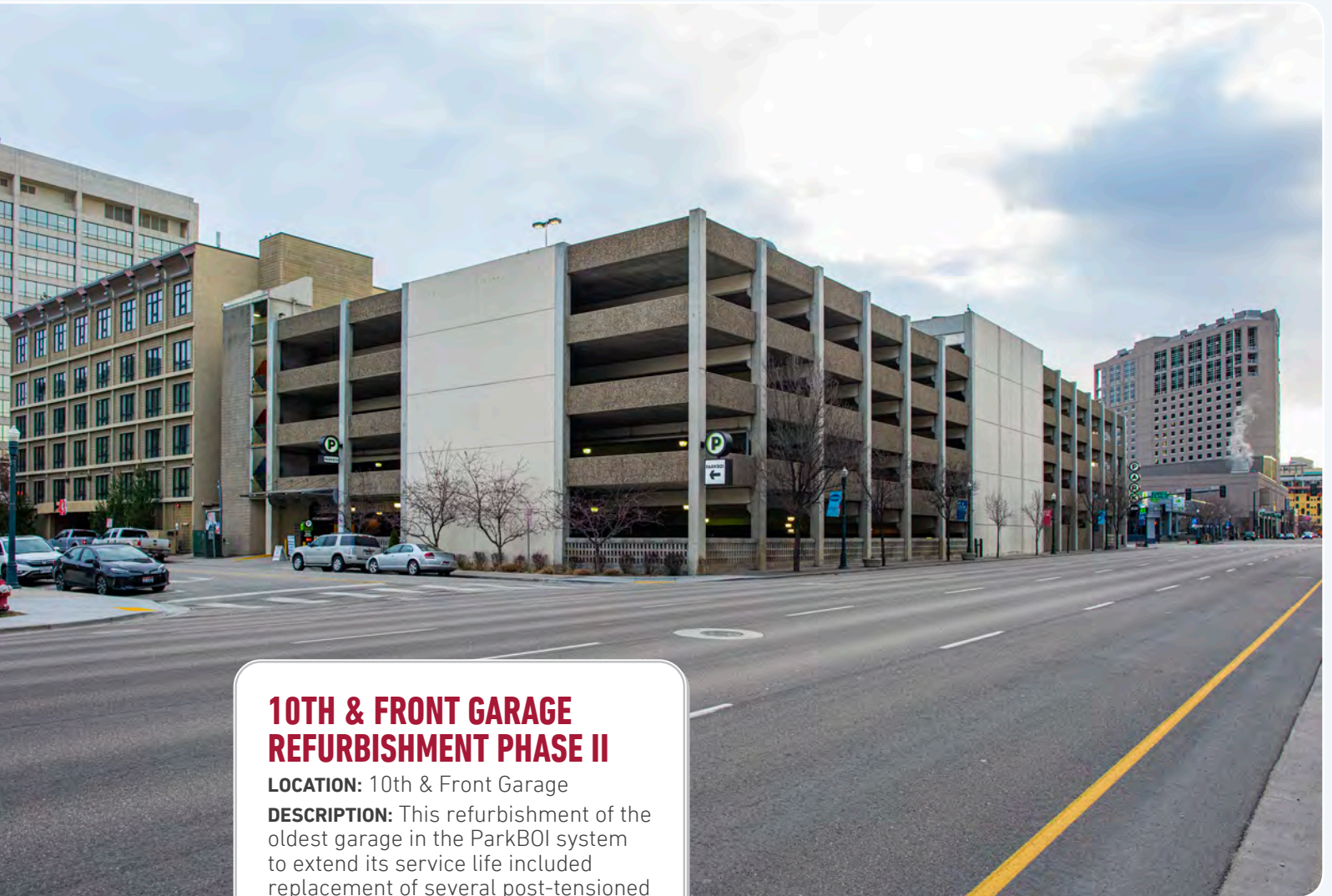
BOISE GATEWAY 1 – PP TYPE 2

DEVELOPER: Boyer Company
SIZE: 168,000 square foot warehouse
TOTAL DEVELOPMENT COSTS: \$12.77M
CCDC PARTICIPATION: \$400,000
PROJECT STATUS: Under Construction

PARKING & MOBILITY



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



10TH & FRONT GARAGE REFURBISHMENT PHASE II

LOCATION: 10th & Front Garage

DESCRIPTION: This refurbishment of the oldest garage in the ParkBOI system to extend its service life included replacement of several post-tensioned cables, replacement of delaminating and spalling concrete, and other deck repairs.

TOTAL COST: \$750,000

PROJECT STATUS: Complete

*ParkBOI
Garages*



LED LIGHT UPGRADES

LOCATION: 9th & Main and Capitol & Main Garages

DESCRIPTION: CCDC replaced the existing lights in the 9th & Main and Capitol & Main Garages with energy efficient LED lights, improving lighting and reducing energy consumption. Energy consumption across both garages has dropped an average of 2,700 kilowatt hours per month since the LED retrofit was completed.

TOTAL COST: \$50,000

PROJECT STATUS: Complete



BikeBOI

LOCATION: Inside 9th and Main Garage

DESCRIPTION: To encourage alternative modes of transportation and make bike commuting easier for downtown employees, CCDC built an indoor, secure bike facility. The facility offers convenient short term and long term protected bike storage options for bikes of all sizes.

TOTAL COST: \$225,000

PROJECT STATUS: Complete

↖ *Secure Bike Storage 9th & Main Garage*



CITY GO

LOCATION: Downtown Boise

DESCRIPTION: City GO is an all-inclusive association seeking to expand mobility alternatives to single-occupancy vehicle travel for member businesses and individuals in downtown Boise. In addition to providing funding support, CCDC works with City GO to develop products and programs—such as carpool parking and BikeBOI—that support its mission to reduce drive alone trips downtown.

CCDC PARTICIPATION: \$100,000 and discounted daily passes for members

PROJECT STATUS: Ongoing

City GO ↘



2019 FINANCIAL STATEMENTS

STATEMENT OF NET POSITION

AS OF SEPTEMBER 30, 2019 AND 2018

	2018	2019	Percentage Change 2018-2019
Current & Other Assets	\$59,085,670	\$67,604,517	14.4%
Capital Assets	31,132,031	24,636,941	(20.9%)
Total Assets	90,217,701	92,241,458	2.2%
Deferred Outflows of Resources	293,796	227,981	(22.4%)
Long-term Debt Outstanding	22,983,223	19,422,159	(15.5%)
Other Liabilities	2,879,798	1,934,570	(32.8%)
Total Liabilities	25,863,021	21,356,729	(17.4%)
Deferred Inflows of Resources	14,139,390	16,089,766	13.8%
Net Position			
Net Investment in Capital Assets	26,833,654	20,995,764	(21.8%)
Restricted & Unrestricted	23,675,432	33,499,021	41.5%
Total Net Position	\$50,509,086	\$54,494,785	7.9%

39% of the Agency's net position is invested in Capital Assets (i.e. land, buildings, equipment, parking facilities, and other, net of long-term liabilities) with the remaining balance of net position to provide for ongoing obligations and subsequent year activities.

REVENUES: Charges for Services include lease revenues from the Ada County Courthouse Corridor Project. Operating Grants & Contributions include various reimbursements. Parking include proceeds generated from operating the public parking garages. General Revenues include earnings on investments. Overall, total Agency revenues decreased \$1,515,457 compared with the prior year. Tax increment revenues decreased \$2,896,113 compared to fiscal year 2018, due to the termination of Central District at the end of fiscal year 2018. Parking revenues increased \$787,361 reflecting strong parking demands and the first full year of operating of the 11th & Front garage.

EXPENSES: Community Development includes the general expenses of the Agency related to fulfilling its mission. Interest on Long-Term Debt includes the interest portion of payments related to long-term financing arrangements. Parking Facilities includes the cost of operating the public parking system. Overall, total Agency expenses in fiscal year 2019 increased \$1,121,255. The change was primarily due to the major community development projects.

STATEMENT OF ACTIVITIES

FOR YEARS ENDED SEPTEMBER 30, 2019 AND 2018

Revenues	2018	2019	Percentage Change 2018-2019
Program Revenues			
Charges for Services	\$373,096	\$ 704,031	88.7%
Operating Grants & contributions	655,117	672,433	2.6%
Parking	7,837,852	8,625,213	10.0%
Total Program Revenue	8,866,065	10,001,677	12.8%
General Revenue			
Property Tax Increment	17,994,160	15,098,047	(16.1%)
Unrestricted Investment			
Earnings	71,570	316,613	342.4%
District Termination - fund balance return to Ada County		(661,379)	
Total Revenues	26,931,795	24,754,958	(8.1%)
Expenses			
Program Expenses			
Community Development	14,974,021	16,101,773	7.5%
Interest on Long-Term Debt	961,936	819,041	(14.9%)
Parking Facilities	3,712,043	3,848,442	3.7%
Total Program Expenses	19,648,000	20,769,256	5.7%
Increase in Net Position	7,283,795	3,985,702	
Net Position - Beginning	43,225,290	50,509,085	16.9%
Net Position - Ending	\$50,509,085	\$54,494,787	7.9%

The Statement of Activities provides a summary of the Agency's operation for the fiscal year ended September 30, 2019. Prior year data is presented for comparison purposes.



FINANCIAL HIGHLIGHTS

- The fiscal year 2019 budget was amended once during the year. The budget was decreased for amounts related to the timing of capital improvement projects that were continued into the next fiscal year or for capital improvement projects that were added, deleted or modified during the fiscal year.
- At fiscal year close, the Agency's governmental funds reported a combined ending fund balance of \$49,489,830, of which \$48,369,996 is nonspendable, restricted, committed or assigned.
- During fiscal year 2019 the Agency's expenses were \$20,769,255 compared to the \$19,648,000 reported in 2018. The change was primarily due to the increase in community development expenses.



- Total revenues decreased by \$2,176,836. The decrease is mainly due to the fact that Central District terminated at the end of fiscal year 2018 and no more revenues were received in 2019 and beyond.
- Interest and fees expense on long-term debt in governmental activities decreased by \$142,895 compared with fiscal year 2018. In fiscal year 2019, no refunding or early redemption occurred.
- The Agency's key revenues are parking revenues and revenue allocation district revenues (tax increment revenue). Parking revenues increased \$787,361 primarily due to: 1) increased parking activity and 2) the first full year 11th & Front parking garage was open for business. Revenue allocation funds decreased about 16.1% or \$2,896,113 in fiscal year 2019 as compared to the prior year due to the termination of Central District at the end of fiscal year 2018.





AGENDA BILL

Agenda Subject: Resolution #1644 - 116 S 6th Street - Mixed Use, Income Restricted Apartments - Approving Type 2 Participation Program Agreement with 6 th and Grove Investors, LLC		Date: 8/12/2019
Staff Contact: Laura Williams	Attachments: 1) Resolution #1644 2) Type 2 Participation Agreement 3) Site Map	
Action Requested: Adopt Resolution #1644 approving the Type 2 General Assistance Participation Agreement with 6 th and Grove Investors, LLC and authorizing the Executive Director to execute the agreement.		

Background:

6th and Grove is a mixed-use residential and retail project being developed by Capital Partners, Galena Fund, and deChase Miksis in the River Myrtle-Old Boise URD. The housing will consist primarily of income restricted units serving 60% Area Median Income and below, and tax credit funding has been approved through Idaho Housing and Finance Association.

The project will be comprised of 60 apartment units (income restricted and market rate), 5,000 SF of retail and 9,000 SF of office space. The residential apartments consist of studios (42%), one bedroom (33%), two bedroom (17%), and three bedroom units (8%), ranging in size from 500 SF to 1,000 square feet. Rents will range from \$350 to \$2,300 depending on unit size and if the unit is income/rent restricted or market rate. The building is seven stories and has a courtyard space located between this building and the 5th and Grove building.

6th and Grove was approved by Design Review on December 12, 2019. The developer plans to begin construction in the spring of 2020 with an estimated completion in the summer of 2021. The parcel is currently used for surface parking. Parking will be available for residents to lease in the parking garage on 5th and Front.

The public improvements that are eligible for CCDC funding include undergrounding utility lines in the alley, alley re-paving and permeable pavers installation, and streetscapes (sidewalks, historic streetlights, and right of way landscaping) on Grove and 6th Streets. Grove Street streetscapes are included in the cost estimation, but will likely be removed from the expenses should CCDC move forward with Grove Street streetscape improvements as planned and budgeted for in the 5-year CIP. In the scenario that CCDC is unable to complete the construction of Grove Street streetscapes prior to the timeline necessary for the project to

receive a Certificate of Completion, CCDC will reimburse the developer for that portion of work upon completion of the project.

6th Street will be reimbursed upon completion, as it was originally included in CCDC's CIP for FY 2020.

CCDC's Type 2 Participation Program is scored based on 10 urban design categories. 6th and Grove project scores 190 points putting it in the highest reimbursement category - Level A. Level A scoring allows the project to receive 80% of its tax increment generated for up to four years.

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

Project Summary and Timeline:

- Located on 6th and Grove Streets
- 60 for-rent units
- 5,000 SF retail
- 9,000 SF office (2nd floor)
- \$15 million Total Development Costs
- 200 construction jobs estimated
- December 12, 2019 – DR Approval
- March 2020 - Type 2 Agreement Finalize/Execute
- Spring 2020 - Construction Start
- Summer 2021 - Construction Complete
- Fall 2021 - Developer submits costs for reimbursement
- 2021 – Occupancy Year for Tax Assessment
- 2022 - Project is on tax rolls and pays property taxes
- 2022 - 2025 - T2 reimbursement based on actual expenses and taxes paid

Fiscal Notes:

Preliminary information shows that the project has Eligible Expenses of approximately \$600,000. Based on the tax estimates provided by the developer, the project will generate approximately \$80,000 in tax increment annually beginning in 2022. The reimbursement for Eligible Expenses will be 80% of this number, approximately \$64,000/year. The project would receive approximately \$192,000 over the 3 remaining years of the district. CCDC will extend the option to utilize the Occupancy Year tax increment from 2021 to increase the reimbursement for Eligible Expenses. The Occupancy Year reimbursement will not be as large as subsequent years, because the tax value is prorated based on months the project is open in that year. Adding the Occupancy Year will add approximately \$36,000 more to the total reimbursement bringing the 4 years of reimbursement to approximately \$228,000.

The eligible expenses for Grove Street streetscapes - \$130,000 - will be covered either through CCDC capital project or through a lump sum reimbursement.

6th Street streetscape expenses will be reimbursed upon completion - \$240,000. These expenses were originally contemplated in the 5 year CIP, and some savings have been realized in the current 6th Street project which allow the budget to cover these costs later on as a one-time reimbursement.

The Grove Street and 6th Street reimbursements, in combination with the Tax Increment, totals to an estimate of \$598,000 and should cover all of the actual eligible expenses.

The total reimbursement will not exceed the actual public improvement expenses as verified by CCDC at completion of the project.

Upon approval of an Agreement, staff will include the project in the upcoming 5 Year CIP amendment for FY '20 -'24 for the River Myrtle-Old Boise URD.

Staff Recommendation:

Adopt Resolution #1644.

Suggested Motion:

I move to adopt Resolution #1644 approving the Type 2 General Assistance Participation Agreement with 6th and Grove Investors, LLC and authorizing the Executive Director to execute the agreement

RESOLUTION NO. 1644

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 2 GENERAL ASSISTANCE PARTICIPATION PROGRAM AGREEMENT BETWEEN THE AGENCY AND 6TH AND GROVE INVESTORS, LLC, A LIMITED LIABILITY COMPANY REGISTERED IN THE STATE OF IDAHO, FOR PUBLIC IMPROVEMENTS RELATED TO THE CONSTRUCTION OF THE 6TH AND GROVE MIXED-USE HOUSING PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, 6th and Grove Investors, LLC, owns or controls certain real property that it plans to develop into multi-family apartments, and retail space (the "Project"), including certain

right-of-way public improvements and public improvements made in a planned easement area, all of which is located in the River Myrtle-Old Boise Urban Renewal District as created by the River Myrtle-Old Boise Plan; and,

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

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 2 Participation Program Agreement with 6th and Grove Investors, LLC, whereby 6th and Grove Investors, LLC, will construct the Project and the Agency will reimburse 6th and Grove Investors, LLC, for constructing public improvements as specified in the Agreement; and,

WHEREAS, attached hereto as Exhibit A and incorporated herein as if set forth in full is the Type 2 Participation Agreement with 6th and Grove Investors, LLC; and,

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

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

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

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

Section 3: That the Executive Director of the Agency is hereby authorized to sign and enter into the Agreement; and further, to execute all necessary documents required to implement the Agreement, subject to representations by Agency legal counsel that all necessary conditions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from Agency legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the March 9, 2020, Agency Board meeting.

Section 4: That the Agency Executive Director is authorized to expend all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on March 9, 2020. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 9, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Chair

ATTEST:

BY: _____
Secretary



TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

CAPITAL CITY DEVELOPMENT CORPORATION

AND

6TH AND GROVE INVESTORS, LLC

TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

THIS TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of the City of Boise, also known as CAPITAL CITY DEVELOPMENT CORPORATION (“CCDC”), an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho, and 6th and Grove Investors, LLC (“Participant”), collectively referred to as the “Parties” and each individually as “Party.”

RECITALS

- A. CCDC is an urban renewal agency created by and existing pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Project Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the "Act").
- B. Participant owns or controls certain real property addressed as 116 S. 6th Street, Boise, Idaho 83702 (the “Project Site”), which is more accurately described and depicted on attached **Exhibit A**.
- C. Participant plans to construct on the Project Site a mixed-use, seven story building that will house 60 income restricted and market-rate apartments, 5,000 square feet of ground floor commercial space, and 9,000 square feet of office space (collectively, the “Project”). The Project is visually depicted on attached **Exhibit B**.
- D. The CCDC Board of Commissioners has adopted the CCDC Participation Program Policy wherein CCDC can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area (the “Eligible Expenses”).
- E. As part of the Project, Participant intends to: install new site improvements along Grove Street, 6th Street, and in the alleyway on the property’s northern boundary. The new alleyway work will include utility infrastructure such as consolidated power

lines, and storm water infrastructure. Awnings which meet CCDC's awning criteria and will be installed will be installed on 6th and Grove Streets. (the "Eligible Expenses"). The Eligible Expenses are visually depicted on the Public Improvement Plans on attached **Exhibit C**.

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

AGREEMENT

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

I. EFFECTIVE DATE AND TERM

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

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

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement

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

expenditure of CCDC funds for a public purpose and not be deemed a gift or donation of public funds.

B. Parties to This Agreement

1. CCDC

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

2. Participant

Participant is 6th and Grove Investors, LLC. The principal address of Participant is 199 Shoreline Lane, Suite 290, Boise, Idaho 83702. "Participant," as used herein, includes 6th and Grove Investors, LLC and any permitted nominee, assignee, or successor in interest as herein provided. Participant qualifies as an "owner participant" or "participant" as those terms are used in the Plan.

C. The Project

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

The current total assessed value of the Site (2019 Assessment), as determined by the Ada County Assessor, is Eight Hundred Fifty Thousand and Six Hundred Dollars (\$850,600).

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be Fifteen Million Dollars (\$15,000,000) (the "Estimated Value").

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

D. Participation Program

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

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

If Participant materially changes the Project contemplated in the application submitted to CCDC on December 30, 2019 (the "Application"), and those changes produce a change

to the Project's Scorecard (attached as **Exhibit E**), CCDC reserves the right to re-evaluate the Project and determine which Level the Project meets, which could impact the reimbursement. Depending on the changes made by Participant to the Project, CCDC may find the Project is no longer eligible for assistance under the Participation Program.

III. IMPROVEMENT OF THE SITE AND CCDC'S PARTICIPATION

A. Cost of Construction

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

B. CCDC, City, and Other Governmental Entity Permits

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

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

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

C. Public Improvements

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

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

D. Construction of Public Improvements

Participant will construct the public improvements as shown in Exhibit C and as approved by the City of Boise, ACHD, and other appropriate approval entities. Upon CCDC's request, CCDC shall have the right and the opportunity to review Participant's construction plans, budgets, and bids for the Public Improvements (collectively the "Public Improvement Construction Documents"). Participant will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Public Improvements are constructed consistent with the Public Improvement Construction Documents and are undertaken in a reasonable manner. Participant shall be presumed

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

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

CCDC agrees to construct and pay for construction of the Grove Street Streetscapes. CCDC and Participant will coordinate construction schedules in an effort to meet Participant's anticipated Temporary Certificate of Occupancy deadline of August 1. Based on the currently available schedule from Participant, CCDC plans to begin work on Grove Street Streetscapes by May 1, 2020 unless prior to that date an alternate date has been identified and agreed upon by both parties.

In the event CCDC has not begun construction by the agreed upon date or the agreed upon alternate date, as applicable, Participant will construct the Grove Street Streetscapes and CCDC will reimburse Participant upon completion of the project for the Grove Street portion of work in accordance with Section III. F. and the Eligible Expense estimates on **Exhibit D** to this agreement.

E. Estimated Eligible Expenses

Participant has estimated the cost of the Public Improvements to be Five Hundred Ninety Seven Thousand Eight Hundred Forty Eight Dollars (\$597,848) (the "Estimated Eligible Expenses"). Attached hereto as **Exhibit D** is a schedule of Estimated Eligible Expenses. This Estimate of Eligible Expenses shall serve as the Not-to-Exceed amount for CCDC's reimbursement obligation.

As shown on **Exhibit D**, Grove Street Streetscapes are included in the Estimated Eligible Expenses. In the event CCDC constructs the Grove Street Streetscapes as planned by the Parties, these costs will be removed from the Eligible Expenses and not paid to Participant by CCDC.

F. Determining Actual Costs / Eligible Expenses / Reimbursement Amount

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

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

1. Evidence of Completion such as a certificate of occupancy for the Project or other notice from City acknowledging the construction of the Project and Public Improvements are complete.

2. Recorded easements with appropriate governing body for public improvements constructed outside of the right of way, if needed.
3. Schedule of values that includes line items for the Public Improvements approved by CCDC for reimbursement so they are identifiable and separate from other line items ("Schedule of Values").
4. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of Eligible Expense item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Public Improvements relative to the amount used for the Project.
5. Explanation of any significant deviation between the initial cost estimates in **Exhibit D** and the actual costs in the Cost Documentation as requested by CCDC.
6. A signed and notarized letter from Participant attesting that all materials used for the construction of the Public Improvements have been paid for, that contractors and subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
7. Additional documentation or clarifications may be required and requested by CCDC.
8. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way or easement area.

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

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

Following CCDC's verification of the Cost Documentation and determination of the actual costs to construct the Public Improvements (the "Actual Costs"), CCDC shall notify Participant of the amount CCDC will reimburse Participant for the Public

Improvements (the “CCDC Reimbursement”). **The CCDC Reimbursement shall be the lesser of the Actual Costs or the Estimated Eligible Expenses.**

G. Reimbursement Schedule

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

The reimbursement for 6th Street Streetscapes will be paid upon completion and not through the Tax Increment generated by the project.

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

CCDC has no authority or control of the Ada County Assessor’s property tax assessments. In general, though exceptions exist for periodic adjustments to the property tax rolls, the value of new construction activity occurring during a given calendar year that is completed by December 31 of that year will be added to the property tax rolls as of January 1 of the subsequent year. Tax assessments on that value will be paid by Participant and collected during the following fiscal year for Ada County.¹ This circumstance reflects a full-year value on the Primary Roll. Property tax payments are due in December and June for the Primary Roll.

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

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

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

The anticipated timeline for this project is as follows:

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

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

#3	NA	Primary Roll	January 2023	Dec. 2023 & June 2024	September 2024
#4	NA	Primary Roll	January 2024	Dec. 2024 & June 2025	September 2025

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

Estimated Assessed Full Value*	\$7,004,446
MINUS: 2019 Assessed Value	-\$850,600
Subtotal	\$6,153,846
X Levy Rate (0.013)	\$80,000
X 80% (Level A Reimbursement Rate)	\$64,000

Estimated Reimbursement Payments

1) September 2022	\$36,000
2) September 2023	\$64,000
3) September 2024	\$64,000
4) September 2025	\$64,000
Total	\$228,000

* The Estimated Assessed Value is approximately 50% lower than the "Estimate Value" in Section II. C. to account for the income-restricted nature of the project, which will substantially reduce the assessment.

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

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

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

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

H. CCDC Reimbursement Assignable

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

I. Subordination of Reimbursement Obligations

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

J. Indemnification

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

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

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

K. Insurance

Participant shall, or shall through its contractor, agents, representatives, employees, or subcontractors, at no cost to CCDC, obtain and maintain in force for the duration of the construction of the Public Improvements and the Project insurance of the following

types, with limits not less than those set forth below and in a form acceptable to CCDC, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Participant, its agents, representatives, employees, or subcontractors:

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

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

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

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

L. Antidiscrimination During Construction

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

M. Maintenance

Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Public Improvements and that no agreement has been reached with

CCDC, City, or other governmental entity to accept any maintenance obligations for the Public Improvements in the right of way or an easement area. Participant is required to assume maintenance and operations responsibility for the public improvements in the easement areas that may be required. Public improvements maintained by the property owner must be maintained at an equivalent standard as those improvements in the right-of-way. CCDC or City may enforce maintenance standards as needed.

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

A. Use of the Site

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

B. Local, State and Federal Laws

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

C. Taxes

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

1. Taxes Generally

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

2. Tax Appeals/ Exemptions

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

3. Delinquent or Reduced Taxes

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

V. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

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

B. Legal Actions

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

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

C. Rights and Remedies Are Cumulative

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

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

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

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

B. Conflicts of Interest

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

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

C. Non-Liability of CCDC Officials and Employees

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

D. Successors and Assigns

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

E. Attorney Fees and Costs

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

F. Severability

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

G. Headings

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

H. Counterparts

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

I. Forced Delay; Extension of Times of Performance

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

J. Inspection of Books and Records

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

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

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

K. Promotion of Project

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

VII. AMENDMENTS TO THIS AGREEMENT; WAIVERS

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

VIII. ENTIRE AGREEMENT

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

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

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

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

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

Capital City Development Corporation (“CCDC”)

Date

John Brunelle, Executive Director

6th and Grove Investors, LLC (“Participant”)

Date

Name, Title

Exhibit A

Legal Description

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

Commencing at the centerline intersection of West Grove Street and South 5th Street, as same is shown on said Boise City Original Townsite, (from which point the centerline intersection of West Grove Street and South 6th Street bears North 54°47'23" West, 380.23 feet distant);
Thence North 54°47'23" West, a distance of 39.97 feet on the centerline of said West Grove Street;
Thence North 35°12'37" East, a distance of 40.00 feet to the southeasterly corner of Block 6 of said Boise City Original Townsite;
Thence North 54°47'23" West, a distance of 209.97 feet on the northerly right-of-way line of said West Grove Street to the POINT OF BEGINNING;

Thence continuing North 54°47'23" West, a distance of 90.27 feet on the northerly right-of-way line of said West Grove Street to the Southwesterly corner of said Block 6;
Thence North 35°14'09" East, a distance of 122.17 feet on the easterly right-of-way line of South 6th Street to the northwesterly corner of Lot 1, Block 6 of said Boise City Original Townsite;
Thence South 54°47'46" East, a distance of 93.01 feet on the southerly alley right-of-way line of said Block 6;
Thence South 35°04'00" West, a distance of 77.18 feet;
Thence North 54°45'08" West, a distance of 3.00 feet;
Thence South 35°12'37" West, a distance of 45.00 feet to the POINT OF BEGINNING.

The above described parcel contains 0.26 acres more or less.

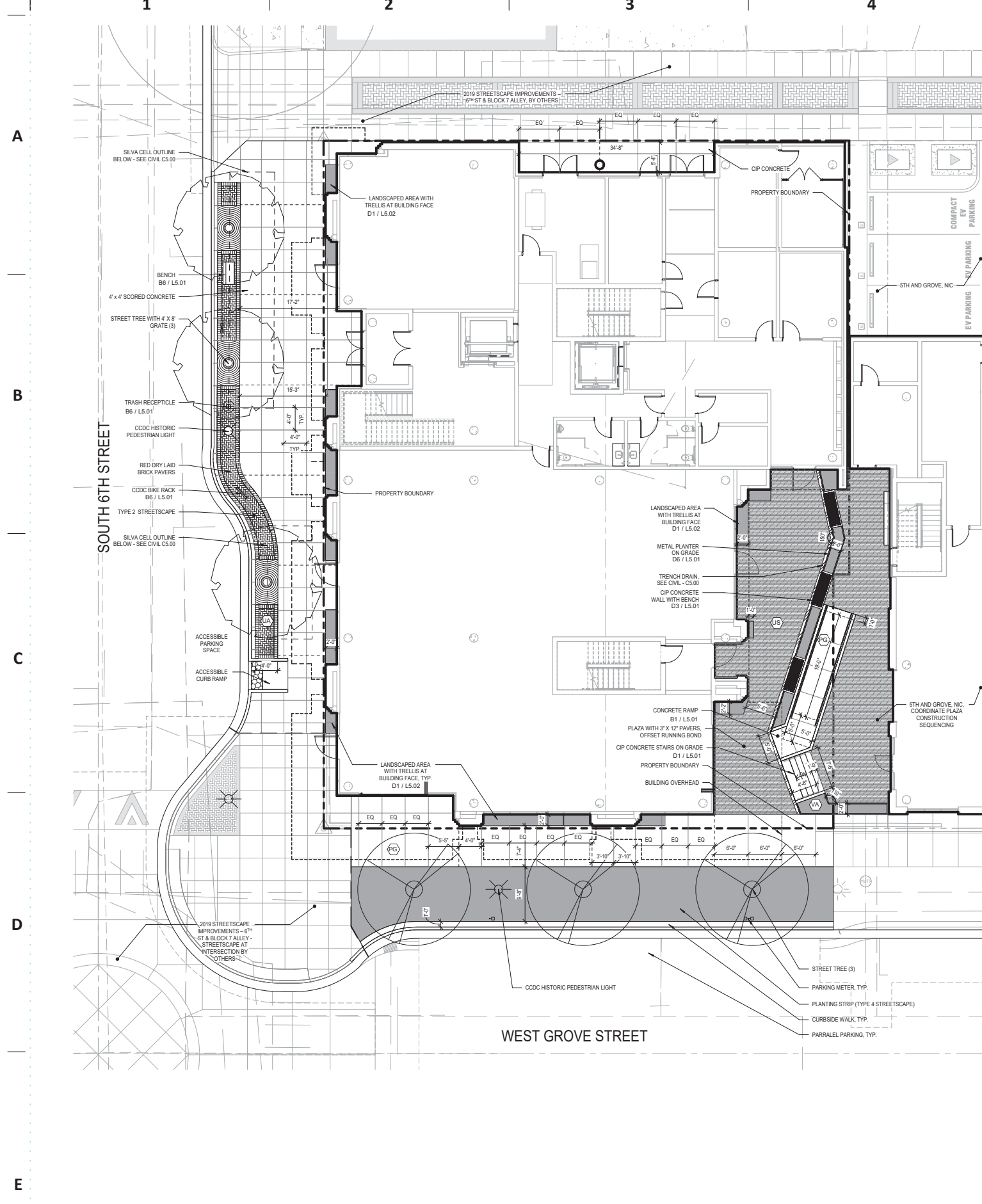
Exhibit B

Project Depiction and Renderings



Exhibit C

Public Improvement Plans and Renderings



LAYOUT AND MATERIALS LEGEND

TAG	VISUAL	DESCRIPTION	DETAIL	SPEC SECTION
EQ	[Symbol]	CIP CONCRETE PAVING ON GRADE	E6 / L5.01	32 13 16
PV	[Symbol]	CIP CONCRETE VEHICULAR PAVING ON GRADE	E4 / L5.01	32 13 16
AS	[Symbol]	VEHICULAR ASPHALT ON GRADE		SEE CIVIL
UA	[Symbol]	SAND-SET PAVERS CCDC STANDARD (TYPE 5)	E1 / L5.01	32 14 00
US	[Symbol]	SAND-SET PAVERS (TYPE 1)	E1 / L5.01	32 14 00
VA	[Symbol]	PLANTING AREA		32 03 00 32 80 00 32 91 13
WV	[Symbol]	DETECTABLE WARNING STRIP		32 80 00
EO	[Symbol]	CIP CONCRETE CURB ON GRADE	E6 / L5.01	32 93 00
EL	[Symbol]	CIP CONCRETE CURB ON GRADE	E6 / L5.01	32 93 00
	[Symbol]	CURB STOP		
	[Symbol]	CONTROL JOINT	E1 / L1.01	32 13 16
	[Symbol]	EXPANSION JOINT	E1 / L1.01	32 13 16

NOTES:
1. PLANTED AREAS SHALL BE IRRIGATED WITH A FULLY AUTOMATIC, WATER EFFICIENT IRRIGATION SYSTEM WITH HEAD-TO-HEAD COVERAGE



PIVOT NORTH ARCHITECTURE, PLLC.
1101 W. GROVE STREET
BOISE, ID 83702
www.pivnorthdesign.com



Project:
6TH AND GROVE MULTI-FAMILY

6TH ST & GROVE ST, BOISE, ID 83702

1301 First Avenue, Suite 301
Seattle, WA 98101
http://www.gglo.com

GGLO DESIGN

Revisions: Δ

100% AGENCY REVIEW: 01/20/2020

Project No: GGLO.2019078.01
Date: 01.21.2020
Checked By: MS
Drawn By: JG

Sheet Name:
LEVEL 1 - LAYOUT AND MATERIALS PLAN

Sheet No:
L1.01

E1 LAYOUT AND MATERIALS PLAN - LEVEL 1
1/8" = 1'-0"



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Exhibit C (continued)

Public Improvement Plans and Renderings

1 2 3 4 5 6

A
B
C
D
E



Items that occur throughout the property or location is not specified at this time for Alley:
 Asphalt Demo - Item #45
 Surface Prep - Item #46
 Concrete Paving - Item #47

Items that occur throughout the property or location is not specified at this time for utilities:
 Power line - Item #31
 Water line - Item #32
 Sewer Line - Item #33
 Geothermal - Item #34
 Natural Gas - Item #35
 Phone Line - Item #36
 Fiber Line - Item #37
 Grading - Item #36

Items that occur throughout the property or location is not specified at this time in the streetscape:
 Subsurface Demo - Item #1
 Asphalt Repair - Item #13
 Vertical Curb and Gutter - Item #15
 Water Meter - Item #17
 Pre-Cast Planter - Item #25
 Site Electrical - Item #26
 Awnings - Item #27B

Items that occur throughout the property or location is not specified at this time for Street:
 Asphalt Demo - Item #39
 Asphalt Paving - Item #41



PIVOT NORTH ARCHITECTURE, PLLC.
 1101 W GROVE STREET
 BOISE, ID 83702
 www.pivotnorthdesign.com

STAMP

NOT FOR CONSTRUCTION

Project:
6TH AND GROVE MULTI-FAMILY

6TH ST & GROVE ST, BOISE, ID 83702

1301 First Avenue, Suite 301
 Seattle, WA 98101
 http://www.gglo.com



Revisions: △

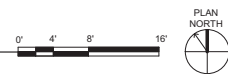
DESIGN REVIEW APPLICATION: 09/10/2019

Project No: GGLO-2019028.02
 Date: 09.10.2019
 Checked By: MS
 Drawn By: JGFR

Sheet Name:
SITE PLAN - RENDERED

Sheet No:
DR L1.01

E1 SITE PLAN - RENDERED
 1/8" = 1'-0"



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Exhibit D
Schedule of Eligible Expenses Estimate
Page 1 of 2

CCDC Participation Program					
Type 2 Eligible Expenses Application Form					
Actual Eligible Costs To Be Determined by CCDC					
<i>Project Name: 6th & Grove</i>		<i>Plan Date: 1-20-2020</i>		<i>By: Pivot North</i>	
STREETSCAPE: (In right-of-way)					
#	ITEM DESCRIPTION	6th	Grove	Alley	TOTAL COST
SITE PREPARATION:					
1	Surface demolition	2,268	1,772	0	4,040
2	Asphalt demolition	0	0	0	0
3	Curb and gutter demolition	0	0	0	0
4	Saw cut	0	0	0	0
5	Replace subbase	0	0	0	0
6	Stand alone tree removal	0	0	0	0
		0	0	0	0
SIDEWALK WORK:					
		0	0	0	0
7	Scored concrete sidewalk	12,926	5,703	0	18,629
8	Dry laid brick	7,160	0	16,153	23,313
9	Pedestrian ramp	0	0	0	0
10	Truncated dome	500	500	0	1,000
11	Lawn parkway	642	6,929	0	7,570
12	Irrigation	275	2,969	0	3,244
		0	0	0	0
OTHER:					
		0	0	0	0
13	Asphalt repair	5,118	2,901	0	8,019
14	Concrete curb cut	0	0	0	0
15	Vertical curb and gutter (6")	1,959	1,938	0	3,897
16	Meyers cabinet	0	0	0	0
17	Water meter	0	3,500	0	3,500
		0	0	0	0
SITUATIONAL FURNISHINGS:					
		0	0	0	0
18	Street trees	1,718	1,718	0	3,437
19	Tree grates & frames	8,592	8,592	0	17,184
20	Trench drain cover	0	0	0	0
21	Historic street light	7,332	3,666	0	10,998
22	Bench	4,010	0	0	4,010
23	Bike rack	1,718	1,718	0	3,437
24	Litter receptacle	1,718	1,718	0	3,437
25	Pre-cast planter	2,864	2,864	0	5,728
		0	0	0	0
OTHER:					
		0	0	0	0
26	Site Electrical	4,777	3,634	4,477	12,888
27	Silva Cells	137,471	0	0	137,471
	Awnings	31,189	39,065	0	70,253
Total Streetscape Costs:		232,237	89,187	20,630	342,054

Exhibit D
Schedule of Eligible Expenses Estimate
Page 2 of 2

CCDC Participation Program				
Eligible Costs Application Form				
Actual Eligible Costs To Be Determined by CCDC				
6th & Grove				
INFRASTRUCTURE & UTILITIES: (In right-of-way)				
	6th	Grove	Alley	TOTAL COST
STORM WATER MITIGATION:				
28	Surface demo	0	0	0
29	Surface prep	0	0	0
30	Finish materials (permeable pavers, etc.)	0	0	0
		0	0	0
UTILITIES:				
		0	0	0
31	Power line (new/relocation/extension)	0	0 135,000	135,000
32	Water line (new/relocation/extension)	0	25,203 0	25,203
33	Sewer line (new/relocation/extension)	0	12,601 0	12,601
34	Geothermal Line (new/relocation/extension)	0	0 0	0
35	Natural gas line (new/relocation/extension)	0	0 15,000	15,000
36	Phone line (new/relocation/extension)	0	0 15,000	15,000
37	Fiber line (new/relocation/extension)	0	0 25,000	25,000
38	ACHD power box relocation	0	0 0	0
		0	0 0	0
STREET:				
		0	0 0	0
39	Asphalt demolition	1,096	622 0	1,718
40	Road sub-base and prep	0	0 0	0
41	Asphalt paving	5,116	2,903 0	8,019
		0	0 0	0
PATH:				
		0	0 0	0
42	Surface demolition	0	0 0	0
43	Surface prep	0	0 0	0
44	Paving material	0	0 0	0
		0	0 0	0
ALLEY:				
		0	0 0	0
45	Asphalt demolition	0	0 1,364	1,364
46	Alley sub-base and prep	0	0 5,745	5,745
47	Concrete Paving	0	0 6,497	6,497
		0	0 0	0
OTHER:				
		0	0 0	0
52	Grading	2,024	1,531 1,094	4,649
Total Infrastructure & Utilities Costs:		8,236	42,861	204,700
		255,796		
TOTAL ELIGIBLE COSTS:				
		240,473	132,048	225,329
				597,850
Important Note:				
Each program where eligible costs are identified will only pay for approved expenses not otherwise paid for by another public entity.				

Exhibit E Participation Program Scorecard

CCDC PARTICIPATION PROGRAM SCORECARD			
PROJECT NAME: 5th and Grove Mixed Use			
BASED ON PLANS DATED: May 14, 2019			
SCORING			
Level A: 140+ points Level B: 120-139 points Level C: 100-119 points			
		Requested	Verified
1	Activate Dormant/Disinvested Sites (1 Only)		
a	reuse of existing building	20	
b	conversion of surface parking	18	18
c	replace dormant building	16	
d	reuse of vacant land	10	
2	Reuse of Targeted Sites (1 Only)		
a	reuse of historic register building	20	
b	reuse of automotive site	15	
c	reuse of dry cleaner site	15	
3	Environmental Remediation (1 Only)		
a	>\$100,001 costs	20	
b	\$50,001-\$100,000 costs	16	
c	\$10,000-\$50,000 costs	12	
4	Utility Infrastructure (all that apply)		
a	replace or expand geothermal	15	
b	stormwater mitigation	15	15
c	replace or expand fiber	15	15
d	replace or expand power	15	15
e	replace or expand sewer	15	
f	replace or expand water	15	
5	Connectivity (all that apply)		
a	add a street	20	
b	add a ground level plaza	19	0
c	add an alley	17	
d	add a pathway	15	
e	add or substantially improve a sidewalk	10	10
6	Compact Development (1 Only)		
a	4.0 to 5.0+ FAR	10	10
b	3.0 to 3.9 FAR	9	
c	2.0 to 2.9 FAR	8	
d	1.0 to 1.9 FAR	7	
e	0.5 to 0.9 FAR	6	
7	Parking Placement & Design (1 Only)		
a	structured parking below grade	20	
b	structured parking above grade	18	
c	no surface parking	15	15
d	parking location is to rear or interior of building	10	
e	parking is screened by wall, fence, sunken	8	
8	Targeted Uses (1 Only)		
a	Affordable Housing	10	
b	Mixed-Income/Workforce housing	10	10
c	technology	10	
d	corporate HQ	10	
e	education	10	
f	artisan	10	
g	light manufacturing/assembly	10	
9	Walkability (all that apply)		
a	=/> 70% of sidewalk/setback is abutted by ground floor building face	20	20
b	=/> 60% ground floor glazing on street frontages (30% res)	18	18
c	=/> 12' ground floor height	15	15
d	main entry is prominent, ground floor, and faces street/not parking	15	15
e	=/> 75% ground floor frontage has functional awnings (30% res)	10	10
f	public art element	5	
10	Sustainable Building (1 Only)		
a	Living Building Certification	10	
b	LEED platinum or equivalent	8	
c	LEED gold or equivalent	7	
d	LEED silver or equivalent	6	
e	Connect to and use of geothermal system	5	
f	LEED Certified or using Boise City Green Building Code	5	
g	energy star cert	4	4
TOTAL SCORE		Level A	190

Exhibit F

Confirmation of Reimbursement (Draft)

CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE

This CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE ("Payment Schedule") is entered into between the CAPITAL CITY DEVELOPMENT CORPORATION, a public body, corporate and politic, organized and existing under the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act of 1988 as amended, Chapter 29, Title 50, Idaho Code ("CCDC"), and 6th and Grove Investors, LLC an Idaho limited liability company ("Participant").

WITNESSETH:

1. CCDC Contribution

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

2. Payment Schedule

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

CCDC shall make a total of four (4) "Annual Payments". The amounts of the Annual Payments shall be determined based on the tax increment proceeds paid by Participant and received by CCDC from the value added to the Site over and above the 2018 tax year assessed value of the Site upon Final Completion of the project and starting at Occupancy valuation year. The 2019 tax year assessed value of the Site, as determined by the Ada County Assessor is \$850,600.

First Annual Payment – Due on or before September 30, 2022

CCDC shall pay Participant eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2022

Second Annual Payment – Due on or before September 30, 2023

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2023

Third Annual Payment – Due on or before September 30, 2024

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2024

Fourth Annual Payment – Due on or before September 30, 2025

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2025.

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

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

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

3. Limitation on Making Payments

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

4. Enforceability of Participation Agreement

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

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

CCDC:
CAPITAL CITY DEVELOPMENT CORPORATION

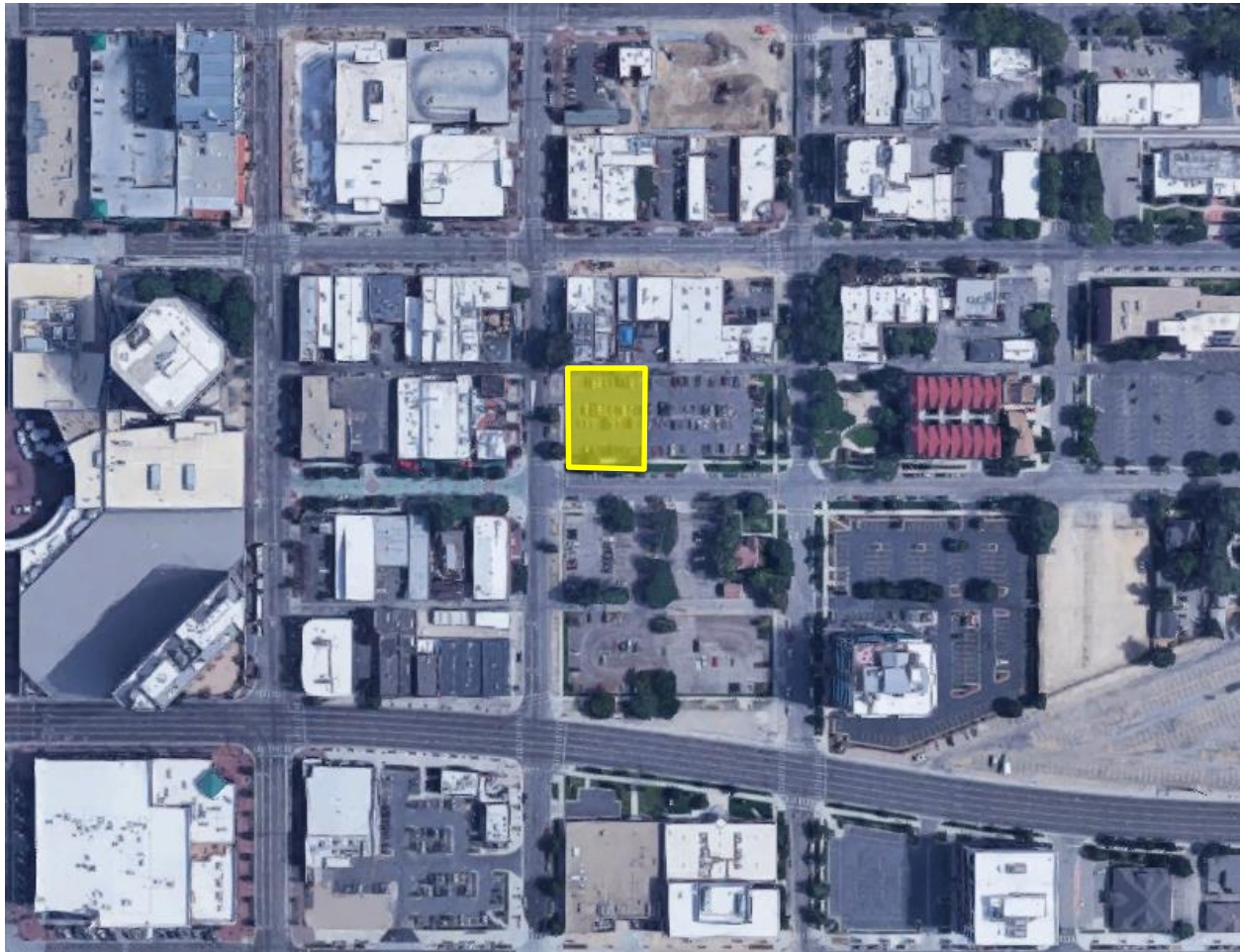
By: _____
Executive Director

Date

PARTICIPANT:

By: _____
Its: _____
Date: _____

Attachment 3 – Site Location





AGENDA BILL

Agenda Subject: Resolution #1645 - 512 W Grove Street - Mixed Use, Residential - Approving Type 2 Participation Program Agreement		Date: 3/9/2020
Staff Contact: Laura Williams	Attachments: <ol style="list-style-type: none"> 1) Resolution #1645 2) Type 2 Agreement 3) Site Map 	
Action Requested: Adopt Resolution #1645 approving the Type 2 General Assistance Participation Agreement with 5 th and Grove Investors, LLC and authorizing the Executive Director to execute the agreement.		

Background:

5th and Grove is a mixed-use, residential, and retail project being developed by Capital Partners and deChase Miksis in the River Myrtle-Old Boise URD. The developers have worked together for over four years on projects including The Gibson and 5th and Front hotel and Parking Garage.

The project will be comprised of 114 apartment units and 8,000 SF of ground floor retail space. The residential apartments consist of studios (70%), one bedroom (15%), and two bedroom units (15%), ranging in size from 400 SF to 900 square feet. Rents will range from \$975 to \$2,200 depending on unit size. The developers have also committed to keeping at least 50 of the units at rent ranges that serve 120% Area Median Income and below. The building is six stories with a roof top community space on the seventh floor.

5th and Grove was approved by Design Review on June 13, 2019. The developer plans to begin construction in the spring of 2020 with an estimated completion in the summer of 2021. The parcel is currently used for surface parking. Parking will be available for residents in the parking garage on 5th and Front.

The public improvements that are eligible for CCDC funding include undergrounding utility lines in the alley, alley re-paving and permeable pavers installation, and the 5th street streetscapes (sidewalks, historic streetlights, and right of way landscaping). Grove Street streetscapes are also included in the cost estimation for eligible expenses, but will likely be removed from the agreement should CCDC move forward with Grove Street streetscape improvements as planned and budgeted for in the 5-year CIP. In the scenario that CCDC is unable to complete the construction of Grove Street streetscapes prior to the timeline necessary for the project to

receive a Certificate of Completion, CCDC will reimburse the developer for that portion of work upon completion of the project.

CCDC's Type 2 Participation Program is scored based on 10 urban design categories and this project scores 159 points putting it in the highest reimbursement category - Level A. Level A scoring allows the project to receive 80% of its tax increment generated for up to four years.

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

Project Summary and Timeline:

- Located on 5th and Grove
- 114 for-rent units
- 8,000 SF retail
- 10 surface parking located off alley (more parking available at 5th and Front Garage)
- \$25 million Total Development Costs
- 300 construction jobs estimated
- 50 permanent jobs estimated
- June 13, 2019 – DR Approval
- March 2020 - Type 2 Agreement Finalize/Execute
- May 2020 - Construction Start
- Summer 2021 - Construction Complete
- Fall 2021 - Developer submits costs for reimbursement
- 2021 – Occupancy Year for Tax Assessment
- 2022 - Project is on tax rolls and pays property taxes
- 2022 - 2025 - T2 reimbursement based on actual expenses and taxes paid

Fiscal Notes:

Preliminary information shows that the project has Eligible Expenses of approximately \$1.1 million, which includes cost estimates for Grove Street improvements.

Based on CCDC's tax increment generation equation, CCDC estimates that the project will generate approximately \$250,000 annually beginning in 2022. The reimbursement for Eligible Expenses will be 80% this number annually, approximately \$200,000. The project would receive approximately \$600,000 over the 3 remaining years of the district. CCDC will extend the option to utilize the Occupancy Year tax increment from 2021 to increase the reimbursement for Eligible Expenses. The Occupancy Year reimbursement will not be as large as subsequent years, because the tax value is prorated based on months the project is open in that year. Adding the Occupancy Year will add approximately \$100,000 more to the total reimbursement bringing the 4 years of reimbursement to approximately \$700,000.

The eligible expenses for Grove Street streetscapes - \$350,000 - will be covered either through CCDC capital project or through a lump sum reimbursement. This, in combination with the Tax Increment, totals to \$1,050,000 in estimated reimbursement and should cover a majority if not all of the actual eligible expenses.

The total reimbursement will not exceed the actual public improvement expenses as verified by CCDC at completion of the project.

Upon approval of an Agreement, staff will include the project in the upcoming 5 Year CIP amendment for FY '20 - '24 for the River Myrtle-Old Boise URD.

Staff Recommendation:

Adopt Resolution #1645.

Suggested Motion:

I move to adopt Resolution #1645 approving the Type 2 General Assistance Participation Agreement with 5th and Grove Investors, LLC and authorizing the Executive Director to execute the agreement

RESOLUTION NO. 1645

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 2 GENERAL ASSISTANCE PARTICIPATION PROGRAM AGREEMENT BETWEEN THE AGENCY AND 5TH AND GROVE INVESTORS, LLC, A LIMITED LIABILITY COMPANY REGISTERED IN THE STATE OF IDAHO, FOR PUBLIC IMPROVEMENTS RELATED TO THE CONSTRUCTION OF THE 5TH AND GROVE MIXED-USE HOUSING PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, 5th and Grove Investors, LLC, owns or controls certain real property that it plans to develop into multi-family apartments, and retail space (the "Project"), including certain

right-of-way public improvements and public improvements made in a planned easement area, all of which is located in the River Myrtle-Old Boise Urban Renewal District as created by the River Myrtle-Old Boise Plan; and,

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

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 2 Participation Program Agreement with 5th and Grove Investors, LLC, whereby 5th and Grove Investors, LLC, will construct the Project and the Agency will reimburse 5th and Grove Investors, LLC, for constructing public improvements as specified in the Agreement; and,

WHEREAS, attached hereto as Exhibit A and incorporated herein as if set forth in full is the Type 2 Participation Agreement with 5th and Grove Investors, LLC; and,

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

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

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

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

Section 3: That the Executive Director of the Agency is hereby authorized to sign and enter into the Agreement; and further, to execute all necessary documents required to implement the Agreement, subject to representations by Agency legal counsel that all necessary conditions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from Agency legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the March 9, 2020, Agency Board meeting.

Section 4: That the Agency Executive Director is authorized to expend all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on March 9, 2020. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 9, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Chair

ATTEST:

BY: _____
Secretary



TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

CAPITAL CITY DEVELOPMENT CORPORATION

AND

5TH AND GROVE INVESTORS, LLC

TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

THIS TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of the City of Boise, also known as CAPITAL CITY DEVELOPMENT CORPORATION (“CCDC”), an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho, and 5th and Grove Investors, LLC (“Participant”), collectively referred to as the “Parties” and each individually as “Party.”

RECITALS

- A. CCDC is an urban renewal agency created by and existing pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Project Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the "Act").
- B. Participant owns or controls certain real property addressed as 512 W Grove Street, Boise, Idaho 83702 (the “Project Site”), which is more accurately described and depicted on attached **Exhibit A**.
- C. Participant plans to construct on the Project Site a mixed-use, six story building that will house 114 market-rate apartments, 8,000 feet of ground floor retail space, and amenity space including a rooftop patio (collectively, the “Project”). The Project is visually depicted on attached **Exhibit B**.
- D. The CCDC Board of Commissioners has adopted the CCDC Participation Program Policy wherein CCDC can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area (the “Eligible Expenses”).
- E. As part of the Project, Participant intends to: install new public improvements along Grove Street, 5th Street, and the alleyway on the property’s northern boundary. The

new alleyway work will include utility infrastructure such as consolidated power lines, and storm water infrastructure. Awnings which meet CCDC's awning criteria and will be installed on 5th and Grove Streets for pedestrian users (collectively the "Eligible Expenses"). The Eligible Expenses are visually depicted on the Public Improvement Plans on attached **Exhibit C**.

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

AGREEMENT

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

I. EFFECTIVE DATE AND TERM

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

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

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement

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

expenditure of CCDC funds for a public purpose and not be deemed a gift or donation of public funds.

B. Parties to This Agreement

1. CCDC

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

2. Participant

Participant is 5th and Grove Investors, LLC. The principal address of Participant is 199 Shoreline Lane, Suite 290, Boise, Idaho 83702. "Participant," as used herein, includes 5th and Grove Investors, LLC and any permitted nominee, assignee, or successor in interest as herein provided. Participant qualifies as an "owner participant" or "participant" as those terms are used in the Plan.

C. The Project

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

The current total assessed value of the Site, as determined by the Ada County Assessor, is One Million Two Hundred Thirty-One Thousand One Hundred Thirty-Six Dollars (\$1,231,136).

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be Twenty-Five Million Five Hundred Thousand Dollars (\$25,500,000) (the "Estimated Value").

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

D. Participation Program

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

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

If Participant materially changes the Project contemplated in the application submitted to CCDC on July 19, 2019 (the "Application"), and those changes produce a change to the Project's Scorecard (attached as **Exhibit E**), CCDC reserves the right to re-evaluate the Project and determine which Level the Project meets, which could impact the reimbursement. Depending on the changes made by Participant to the Project, CCDC may find the Project is no longer eligible for assistance under the Participation Program.

III. IMPROVEMENT OF THE SITE AND CCDC'S PARTICIPATION

A. Cost of Construction

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

B. CCDC, City, and Other Governmental Entity Permits

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

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

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

C. Public Improvements

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

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

D. Construction of Public Improvements

Participant will construct the public improvements as shown in Exhibit C and as approved by the City of Boise, ACHD, and other authorities having jurisdiction. Upon CCDC's request, CCDC shall have the right and the opportunity to review Participant's construction plans, budgets, and bids for the Public Improvements (collectively the "Public Improvement Construction Documents"). Participant will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Public Improvements are constructed consistent with the Public Improvement Construction

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

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

CCDC agrees to construct and pay for construction of the Grove Street Streetscapes. CCDC and Participant will coordinate construction schedules in an effort to meet Participant's anticipated Temporary Certificate of Occupancy deadline of August 1. Based on the currently available schedule from Participant, CCDC plans to begin work on Grove Street Streetscapes by May 1, 2020 unless prior to that date an alternate date has been identified and agreed upon by both parties.

In the event CCDC has not begun construction by the agreed upon date or the agreed upon alternate date, as applicable, Participant will construct the Grove Street Streetscapes and CCDC will reimburse Participant upon completion of the project for the Grove Street portion of work in accordance with Section III. F. and the Eligible Expense estimates on **Exhibit D** to this agreement.

E. Estimated Eligible Expenses

Participant has estimated the cost of the Public Improvements to be One Million One Hundred Eleven Thousand Three Hundred Forty-Seven Dollars. (\$1,111,347) (the "Estimated Eligible Expenses"). Attached hereto as **Exhibit D** is a schedule of Estimated Eligible Expenses. This Estimate of Eligible Expenses shall serve as the Not-to-Exceed amount for CCDC's reimbursement obligation.

As shown on **Exhibit D**, Grove Street Streetscapes are included in the Estimated Eligible Expenses. In the event CCDC constructs the Grove Street Streetscapes as planned by the Parties, these costs will be removed from the Eligible Expenses and not paid to Participant by CCDC.

F. Determining Actual Costs / Eligible Expenses / Reimbursement Amount

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

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

1. Evidence of Completion such as a certificate of occupancy for the Project or other notice from City acknowledging the construction of the Project and Public Improvements are complete.

2. Recorded easements with appropriate governing body for public improvements constructed outside of the right of way, if needed.
3. Schedule of values that includes line items for the Public Improvements approved by CCDC for reimbursement so they are identifiable and separate from other line items ("Schedule of Values").
4. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of Eligible Expense item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Public Improvements relative to the amount used for the Project.
5. Explanation of any significant deviation between the initial cost estimates in **Exhibit D** and the actual costs in the Cost Documentation as requested by CCDC.
6. A signed and notarized letter from Participant attesting that all materials used for the construction of the Public Improvements have been paid for, that contractors and subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
7. Additional documentation or clarifications may be required and requested by CCDC.
8. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way or easement area.

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

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

Following CCDC's verification of the Cost Documentation and determination of the actual costs to construct the Public Improvements (the "Actual Costs"), CCDC shall notify Participant of the amount CCDC will reimburse Participant for the Public

Improvements (the “CCDC Reimbursement”). **The CCDC Reimbursement shall be the lesser of the Actual Costs or the Estimated Eligible Expenses.**

G. Reimbursement Schedule

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

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

CCDC has no authority or control of the Ada County Assessor’s property tax assessments. In general, though exceptions exist for periodic adjustments to the property tax rolls, the value of new construction activity occurring during a given calendar year that is completed by December 31 of that year will be added to the property tax rolls as of January 1 of the subsequent year. Tax assessments on that value will be paid by Participant and collected during the following fiscal year for Ada County.¹ This circumstance reflects a full-year value on the Primary Roll. Property tax payments are due in December and June for the Primary Roll.

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

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

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

The anticipated timeline for this project is as follows:

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

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

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

Estimated Assessed Full Value*	\$20,400,000
MINUS: 2019 Assessed Value	-\$1,231,136
Subtotal	\$19,168,864
X Levy Rate (0.013)	\$249,195
X 80% (Level A Reimbursement Rate)	\$199,356

Estimated Reimbursement Payments

1) September 2022	\$100,000
2) September 2023	\$200,000
3) September 2024	\$200,000
4) September 2025	\$200,000
Total	\$700,000

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

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

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

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

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

H. CCDC Reimbursement Assignable

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

I. Subordination of Reimbursement Obligations

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

J. Indemnification

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

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

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

K. Insurance

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

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

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

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

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

L. Antidiscrimination During Construction

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

M. Maintenance

Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Public Improvements and that no agreement has been reached with CCDC, City, or other governmental entity to accept any maintenance obligations for the Public Improvements in the right of way or an easement area. Participant is required to assume maintenance and operations responsibility for the public improvements in the easement areas shown that may be required. Public improvements maintained by the

property owner must be maintained at an equivalent standard as those improvements in the right-of-way. CCDC or City may enforce maintenance standards as needed.

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

A. Use of the Site

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

B. Local, State and Federal Laws

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

C. Taxes

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

1. Taxes Generally

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

2. Tax Appeals/ Exemptions

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

3. Delinquent or Reduced Taxes

Participant expressly acknowledges and understands that the CCDC Reimbursement is linked to the tax increment revenue actually generated from

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

V. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

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

B. Legal Actions

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

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

C. Rights and Remedies Are Cumulative

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

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

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

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

B. Conflicts of Interest

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

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

C. Non-Liability of CCDC Officials and Employees

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

D. Successors and Assigns

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

E. Attorney Fees and Costs

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

F. Severability

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

G. Headings

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

H. Counterparts

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

I. Forced Delay; Extension of Times of Performance

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

J. Inspection of Books and Records

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

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

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

K. Promotion of Project

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

VII. AMENDMENTS TO THIS AGREEMENT; WAIVERS

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

VIII. ENTIRE AGREEMENT

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

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

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

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

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

Capital City Development Corporation (“CCDC”)

Date

John Brunelle, Executive Director

5th and Grove Investors, LLC (“Participant”)

Date

Name, Title

Exhibit A

Legal Description

A parcel of land being Lots 3 and 4 and a portion of Lots 2, 5 and 6, Block 6 of the Boise City Original Townsite, as shown on the Plat thereof recorded in Book 1 of Plats at Page 1, Ada County Records, being located in the Northeast Quarter of Section 10, Township 3 North, Range 2 East, Boise Meridian, City of Boise, Ada County, Idaho, being more particularly described as follows:

Commencing at the centerline intersection of West Grove Street and South 5th Street, as same is shown on the Plat of said Boise City Original Townsite, (from which point the centerline intersection of West Grove Street and South 6th Street of said Boise City Original Townsite, bears North 54°47'23" West, 380.23 feet distant);

Thence North 54°47'23" West, a distance of 39.97 feet on the centerline of said Grove Street;
Thence North 35°12'37" East, a distance of 40.00 feet to the southeasterly corner of Block 6 of said Boise City Original Townsite, said point being the POINT OF BEGINNING;

Thence North 54°47'23" West, a distance of 209.97 feet on the southerly boundary line of said Block 6 and the northerly right-of-way line of West Grove Street;
Thence North 35°12'37" East, a distance of 45.00 feet;
Thence South 54°45'08" East, a distance of 3.00 feet;
Thence North 35°04'00" East, a distance of 77.18 feet to a point on the southerly right-of-way line of the 16.00-foot-wide alley in said Block 6;
Thence South 54°47'46" East, a distance of 132.18 feet on said southerly alley right-of-way line;
Thence South 35°14'41" West, a distance of 32.00 feet;
Thence South 54°47'46" East, a distance of 75.06 feet to a point on the westerly right-of-way line of South 5th Street;
Thence South 35°14'51" West, a distance of 90.20 feet on said westerly right-of-way line to the POINT OF BEGINNING.

The above described parcel contains 0.53 acres more or less.

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

Commencing at the centerline intersection of West Grove Street and South 5th Street as same is shown on the Plat of the Boise City Original Townsite, (from which point the centerline intersection of West Grove Street and South 6th Street bears North 54°47'23" West, 380.23 feet distant);

Thence North 54°47'23" West, a distance of 39.97 feet on the centerline of West Grove Street;
Thence North 35°12'37" East, a distance of 40.00 feet to the southeasterly corner of Block 6 of said Boise City Original Townsite;
Thence North 35°14'51" East, a distance of 90.20 feet on the westerly right-of-way line of South 5th Street to the POINT OF BEGINNING;

Thence North 54°47'46" West, a distance of 75.06 feet;
Thence North 35°14'41" East, a distance of 32.00 feet to a point on the southerly alley right-of-way line of said Block 6;
Thence South 54°47'46" East, a distance of 75.07 feet on said southerly alley right-of-way line to the northeasterly corner of Lot 6, Block 6 of said Boise City Original Townsite;
Thence South 35°14'51" West, a distance of 32.00 feet on the westerly right-of-way line of South 5th Street to the POINT OF BEGINNING.

The above described parcel contains 0.06 acres more or less.

Exhibit A (continued)

Depiction of Project Site

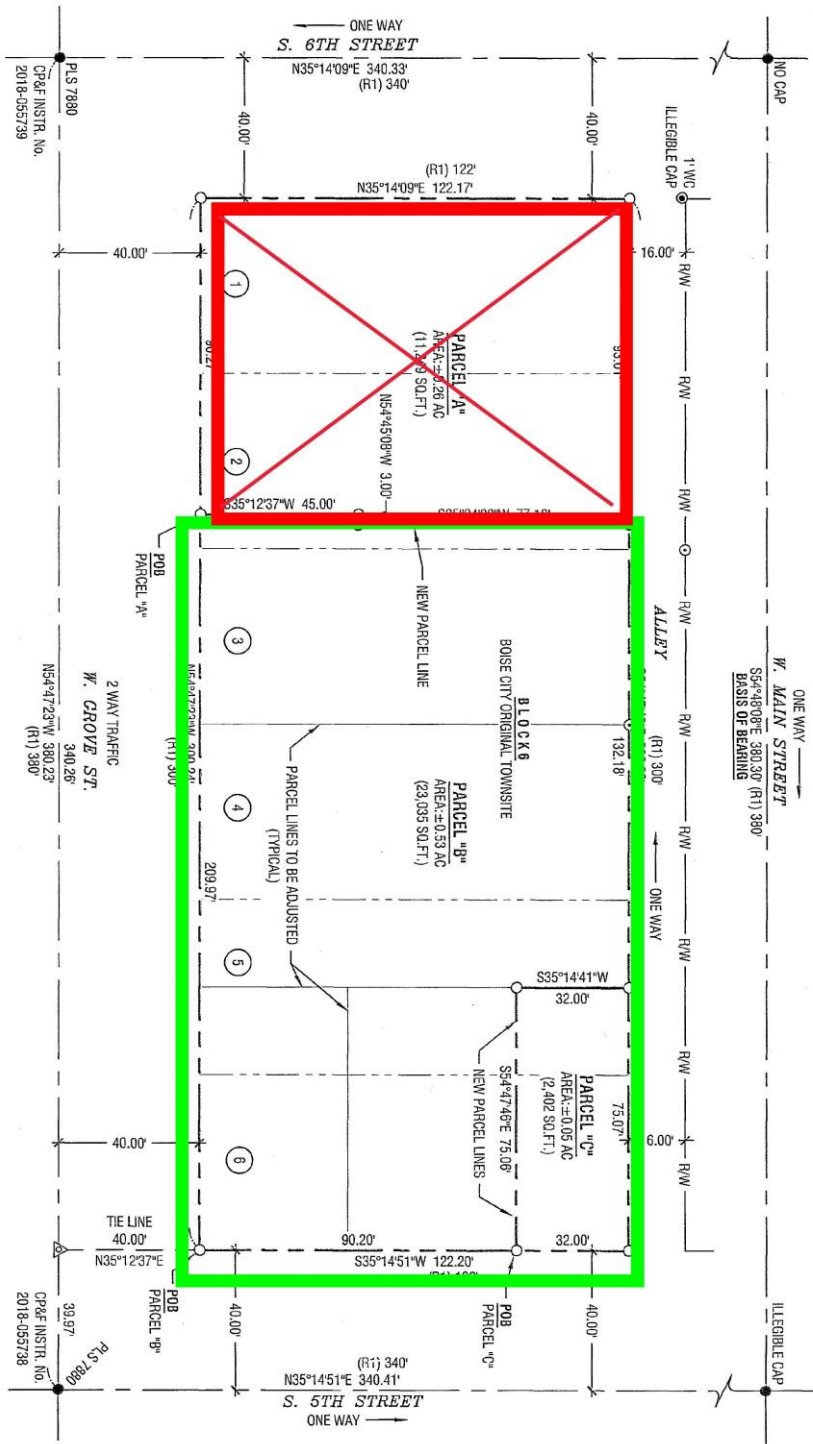


Exhibit B

Project Depiction and Renderings

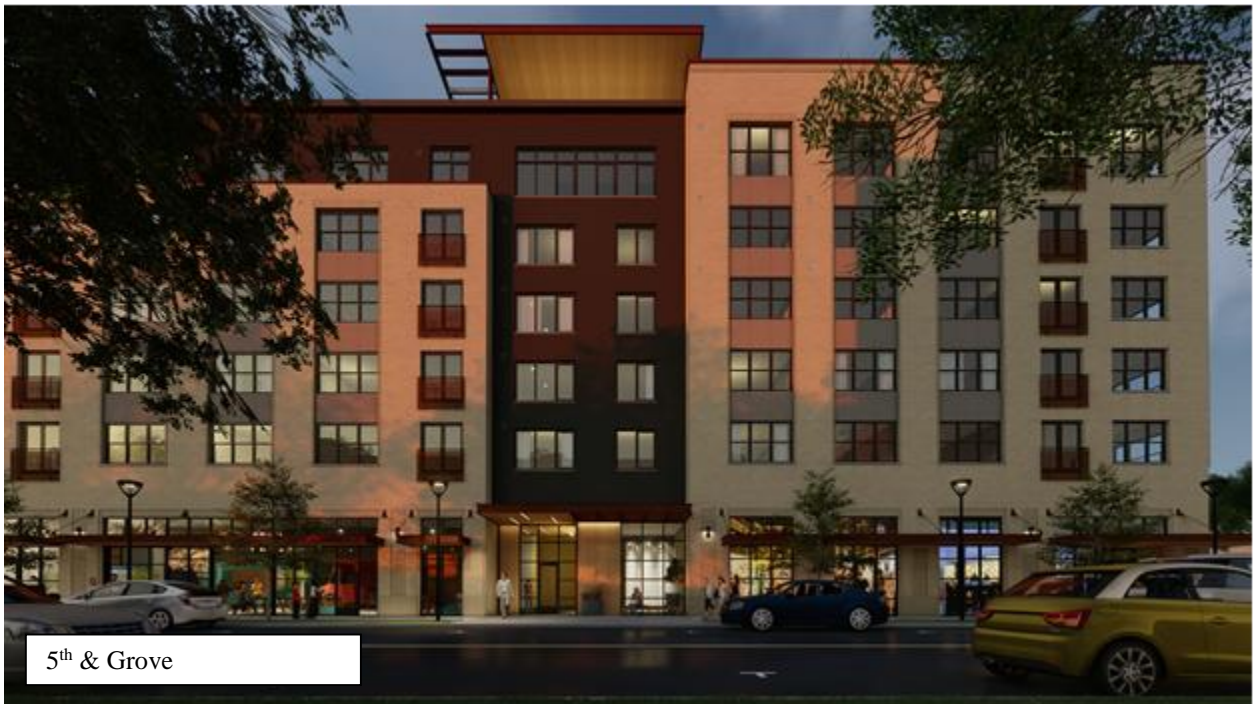


Exhibit C

Public Improvement Plans and Renderings

STAMP



NOT FOR CONSTRUCTION

Project:
5TH AND GROVE MULTI-FAMILY

5TH ST & GROVE ST, BOISE, ID 83702

1301 First Avenue, Suite 301
Seattle, WA 98101
http://www.gglo.com

GGLO
DESIGN

Revisions: Δ

1 Addendum 1 02.14.2020

Project No: GGLO.2019026.01
Date: 02/14/2020
Checked By: MS
Drawn By: JG/TS

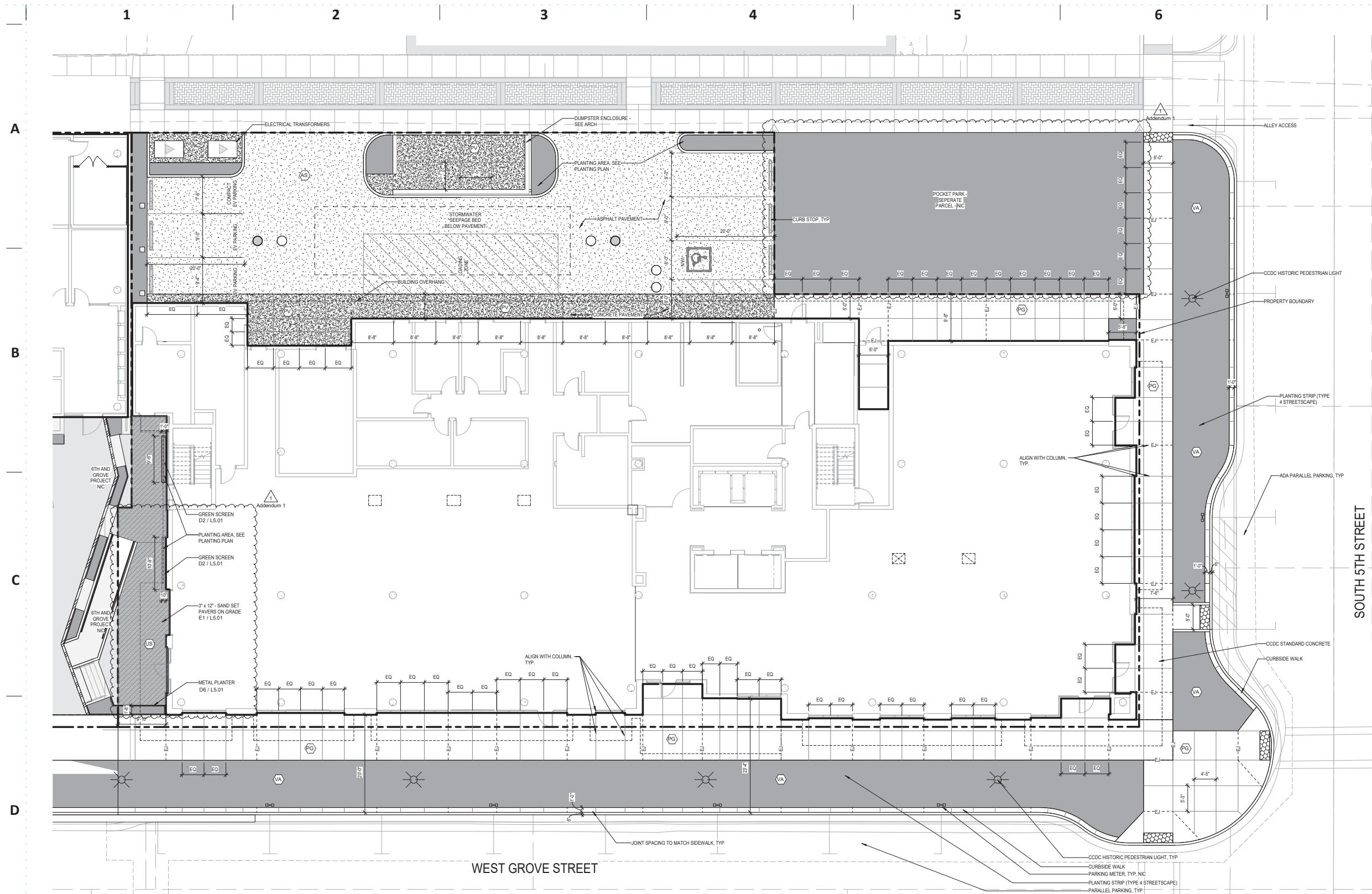
Sheet Name:

LEVEL 1 - LAYOUT AND MATERIALS PLAN

BID SET: 02/14/2020

Sheet No:

L1.01

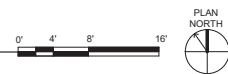


LAYOUT AND MATERIALS LEGEND				
TAG	VISUAL	DESCRIPTION	DETAIL	SPEC SECTION
PG		CIP CONCRETE PAVING ON GRADE	E6 / L5.01	32 13 16
PV		CIP CONCRETE VEHICULAR PAVING ON GRADE	E4 / L5.01	32 13 16
AS		VEHICULAR ASPHALT ON GRADE		SEE CIVIL
IS		SAND-SET PAVERS (OFF-SET RUNNING BOND)	E1 / L5.01	32 14 00
VA		PLANTING AREA		32 93 00 32 93 00 32 91 13
DW		DETECTABLE WARNING STRIP		32 80 00
EC		CIP CONCRETE CURB ON GRADE	E6 / L5.01	32 93 00
LL		STREET LIGHT		SEE ELEC.
		CURB STOP		

TAG	VISUAL	DESCRIPTION	DETAIL	SPEC SECTION
		CONTROL JOINT	E1 / L1.01	32 13 16
		EXPANSION JOINT	E1 / L1.01	32 13 16

NOTE: ALIGN JOINTS TO BUILDING COLUMNS WHERE SPECIFIED. EXPANSION JOINTS SHALL BE USED AT ALL VERTICAL SURFACES.

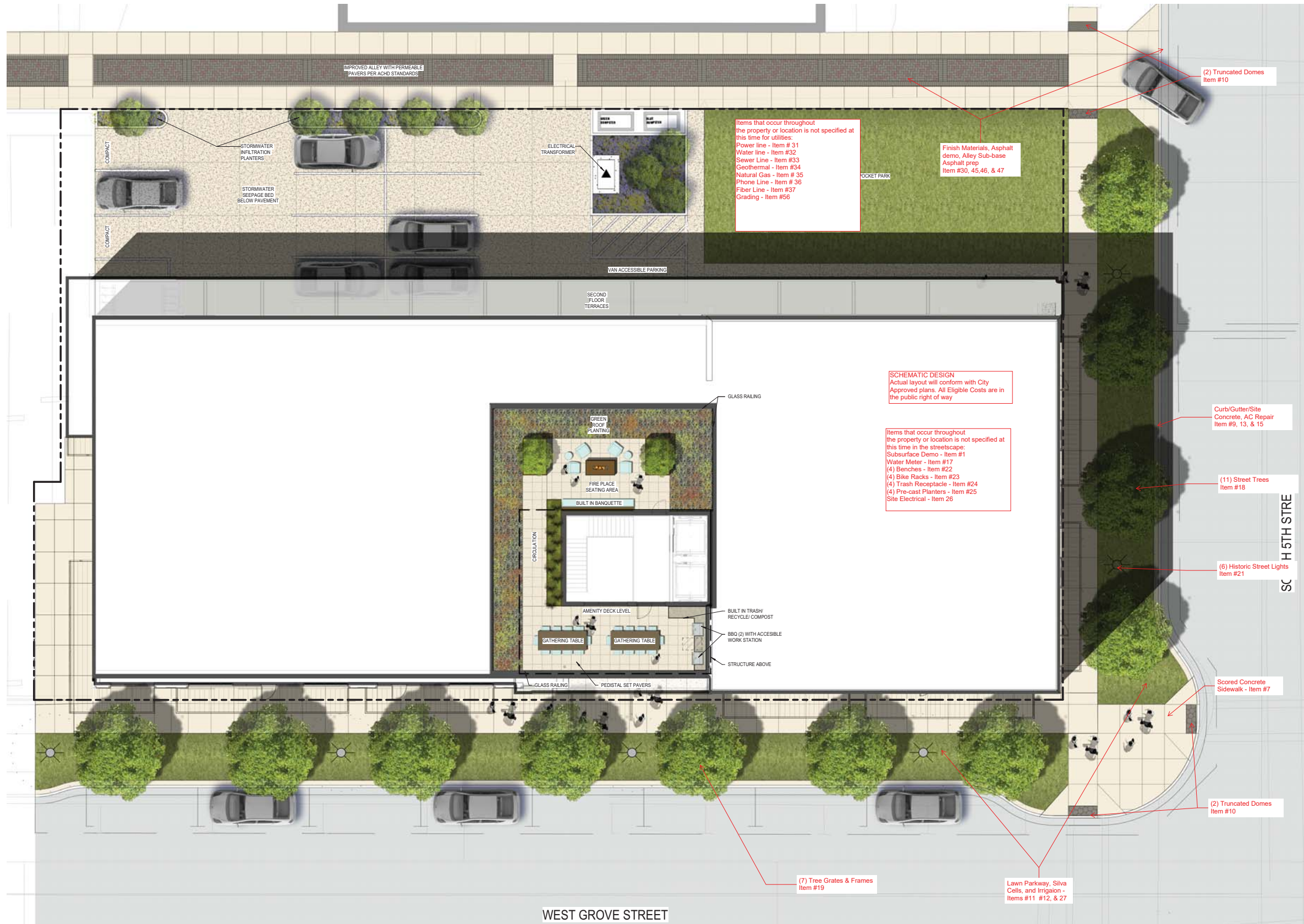
E1 LAYOUT AND MATERIALS PLAN - LEVEL 1
1/8" = 1'-0"



2/18/2020 2:37:25 PM

Exhibit C (continued)

Public Improvement Plans and Renderings



Items that occur throughout the property or location is not specified at this time for utilities:
 Power line - Item # 31
 Water line - Item # 32
 Sewer Line - Item # 33
 Geothermal - Item # 34
 Natural Gas - Item # 35
 Phone Line - Item # 36
 Fiber Line - Item # 37
 Grading - Item # 56

Finish Materials, Asphalt demo, Alley Sub-base Asphalt prep
 Item # 30, 45, 46, & 47

SCHEMATIC DESIGN
 Actual layout will conform with City Approved plans. All Eligible Costs are in the public right of way

Items that occur throughout the property or location is not specified at this time in the streetscape:
 Subsurface Demo - Item #1
 Water Meter - Item #17
 (4) Benches - Item #22
 (4) Bike Racks - Item #23
 (4) Trash Receptacle - Item #24
 (4) Pre-cast Planters - Item #25
 Site Electrical - Item 26

(2) Truncated Domes
 Item #10

Curb/Gutter/Site Concrete, AC Repair
 Item #9, 13, & 15

(11) Street Trees
 Item #18

(6) Historic Street Lights
 Item #21

Scored Concrete Sidewalk - Item #7

(2) Truncated Domes
 Item #10

(7) Tree Grates & Frames
 Item #19

Lawn Parkway, Silva Cells, and Irrigation - Items #11, #12, & 27



PIVOT NORTH ARCHITECTURE, PLLC.
 1101 W GROVE STREET
 BOISE, ID 83702
 www.pivotnorthdesign.com

STAMP

NOT FOR CONSTRUCTION

Project:
 5TH AND GROVE MULTI-FAMILY

5TH ST & GROVE ST, BOISE, ID 83702

1301 First Avenue, Suite 301
 Seattle, WA 98101
 http://www.gglo.com



Revisions: △

DESIGN REVIEW APPLICATION: 5/14/2019

Project No: 2019026.01
 Date: 5.14.2019
 Checked By: MS
 Drawn By: JG/TS

Sheet Name:
 SITE PLAN - RENDERED

Sheet No:

DR L1.01

A1 LANDSCAPE KEY PLAN
 1/8" = 1'-0"

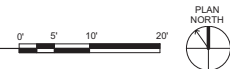


Exhibit D
Schedule of Eligible Expenses Estimate
Page 1 of 3

CCDC Participation Program					
Type 2 Eligible Expenses Application Form					
Actual Eligible Costs To Be Determined by CCDC					
<i>Project Name: 5th and Grove</i>		<i>Plan Date: 12/20/2019</i>		<i>By: Pivot North</i>	
STREETSCAPE: (In right-of-way)					
#	<u>ITEM DESCRIPTION</u>	5th St	Grove St	Alley	TOTAL COST
	SITE PREPARATION:				
1	Surface demolition	5,126	2,641	1,889	9,656
2	Asphalt demolition	0	0	0	0
3	Curb and gutter demolition	0	0	0	0
4	Saw cut	0	0	0	0
5	Replace subbase	0	0	0	0
6	Stand alone tree removal	0	0	0	0
					0
	SIDEWALK WORK:				
7	Scored concrete sidewalk	3,406	10,088	21,123	34,616
8	Dry laid brick	0	0	0	0
9	Pedestrian ramp	0	0	0	0
10	Truncated dome	1,000	0	0	1,000
11	Lawn parkway	843	1,462	0	2,305
12	Irrigation	768	2,644	2,500	5,913
					0
	OTHER:				
13	Asphalt repair	6,348	11,390	0	17,738
14	Concrete curb cut	0	0	0	0
15	Vertical curb and gutter (6")	4,619	4,830	0	9,449
16	Meyers cabinet	0	0	0	0
17	Water meter	3,500	0	0	3,500
					0
	SITUATIONAL FURNISHINGS:				
18	Street trees	2,220	2,789	0	5,009
19	Tree grates & frames	0	19,923	0	19,923
20	Trench drain cover	0	0	0	0
21	Historic street light	22,770	11,385	0	34,154
22	Bench	7,969	7,969	0	15,939
23	Bike rack	3,415	3,415	0	6,831
24	Litter receptacle	3,415	3,415	0	6,831
25	Pre-cast planter	5,692	5,692	0	11,385
					0
	OTHER:				
26	Site Electrical	14,836	7,644	5,468	27,949
27	Silva Cells	62,619	119,541	0	182,160
	Awnings	53,423	89,371	0	142,794
					0
	Total Streetscape Costs:	201,972	304,201	30,981	537,154

Exhibit D
Schedule of Eligible Expenses Estimate
Page 2 of 2

CCDC Participation Program				
Eligible Costs Application Form				
Actual Eligible Costs To Be Determined by CCDC				
INFRASTRUCTURE & UTILITIES: (In right-of-way)				
	5th St	Grove St	Alley	TOTAL COST
STORM WATER MITIGATION:				
28	Surface demo		0	0
29	Surface prep		0	0
30	Finish materials (permeable pavers, etc.)		37,713	37,713
UTILITIES:				
31	Power line (new/relocation/extension)	0	0	265,000
32	Water line (new/relocation/extension)	0	31,308	0
33	Sewer line (new/relocation/extension)	0	0	12,096
34	Geothermal Line (new/relocation/extension)	0	0	0
35	Natural gas line (new/relocation/extension)	0	0	45,000
36	Phone line (new/relocation/extension)	0	0	35,000
37	Fiber line (new/relocation/extension)	0	0	75,000
38	ACHD power box relocation	0	0	0
STREET:				
39	Asphalt demolition	519	943	4,112
40	Road sub-base and prep	2,380	2,104	0
41	Asphalt paving	5,410	4,781	0
PATH:				
42	Surface demolition	0	0	0
43	Surface prep	0	0	0
44	Paving material	0	0	0
ALLEY:				
45	Asphalt demolition		2,834	2,834
46	Alley sub-base and prep		11,940	11,940
47	Concrete Paving		23,785	23,785
48				0
Total Infrastructure & Utilities Costs:		8,309	39,136	512,480
				559,925

CCDC Participation Program				
Eligible Costs Application Form				
Actual Eligible Costs To Be Determined by CCDC				
SITE:				
	5th St	Grove St	Alley	TOTAL COST
54	Brownfield Environmental Assessment		0	0
55	Brownfield Environmental Remediation		0	0
56	Clearance	822	1,033	491
57	Grading	6,329	3,260.81	2,333
OTHER:				
58	TBD		0.00	0
59	TBD		0	0
Total Site Costs:		7,150	4,294	2,824
				14,268
TOTAL ELIGIBLE COSTS:		217,432	347,630	546,285
				1,111,347

Important Note:
Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.

Exhibit E Participation Program Scorecard

CCDC PARTICIPATION PROGRAM SCORECARD			
PROJECT NAME: 5th and Grove Mixed Use			
BASED ON PLANS DATED: May 14, 2019			
SCORING			
Level A: 140+ points		Level B: 120-139 points	Level C: 100-119 points
		Requested	Verified
1	Activate Dormant/Disinvested Sites (1 Only)		
a	reuse of existing building	20	
b	conversion of surface parking	18	18
c	replace dormant building	16	
d	reuse of vacant land	10	
2	Reuse of Targeted Sites (1 Only)		
a	reuse of historic register building	20	
b	reuse of automotive site	15	
c	reuse of dry cleaner site	15	
3	Environmental Remediation (1 Only)		
a	>\$100,001 costs	20	
b	\$50,001-\$100,000 costs	16	
c	\$10,000-\$50,000 costs	12	
4	Utility Infrastructure (all that apply)		
a	replace or expand geothermal	15	
b	stormwater mitigation	15	15
c	replace or expand fiber	15	15
d	replace or expand power	15	15
e	replace or expand sewer	15	0
f	replace or expand water	15	0
5	Connectivity (all that apply)		
a	add a street	20	
b	add a ground level plaza	19	0
c	add an alley	17	
d	add a pathway	15	
e	add or substantially improve a sidewalk	10	10
6	Compact Development (1 Only)		
a	4.0 to 5.0+ FAR	10	
b	3.0 to 3.9 FAR	9	9
c	2.0 to 2.9 FAR	8	
d	1.0 to 1.9 FAR	7	
e	0.5 to 0.9 FAR	6	
7	Parking Placement & Design (1 Only)		
a	structured parking below grade	20	
b	structured parking above grade	18	
c	no surface parking	15	
d	parking location is to rear or interior of building	10	10
e	parking is screened by wall, fence, sunken	8	
8	Targeted Uses (1 Only)		
a	Affordable Housing	10	
b	Mixed-Income/Workforce housing	10	0
c	technology	10	
d	corporate HQ	10	
e	education	10	
f	artisan	10	
g	light manufacturing/assembly	10	
9	Walkability (all that apply)		
a	=/> 70% of sidewalk/setback is abutted by ground floor building face	20	20
b	=/> 60% ground floor glazing on street frontages (30% res)	18	18
c	=/> 12' ground floor height	15	
d	main entry is prominent, ground floor, and faces street/not parking	15	15
e	=/> 75% ground floor frontage has functional awnings (30% res)	10	10
f	public art element	5	
10	Sustainable Building (1 Only)		
a	Living Building Certification	10	
b	LEED platinum or equivalent	8	
c	LEED gold or equivalent	7	
d	LEED silver or equivalent	6	
e	Connect to and use of geothermal system	5	
f	LEED Certified or using Boise City Green Building Code	5	
g	energy star cert	4	4
TOTAL SCORE		Level A	159

Exhibit F

Confirmation of Reimbursement (Draft)

CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE

This CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE ("Payment Schedule") is entered into between the CAPITAL CITY DEVELOPMENT CORPORATION, a public body, corporate and politic, organized and existing under the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act of 1988 as amended, Chapter 29, Title 50, Idaho Code ("CCDC"), and 5th and Grove Investors, LLC an Idaho limited liability company ("Participant").

WITNESSETH:

1. CCDC Contribution

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

2. Payment Schedule

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

CCDC shall make a total of four (4) "Annual Payments". The amounts of the Annual Payments shall be determined based on the tax increment proceeds paid by Participant and received by CCDC from the value added to the Site over and above the 2019 tax year assessed value of the Site upon Final Completion of the project and starting at Occupancy valuation year. The 2019 tax year assessed value of the Site, as determined by the Ada County Assessor is \$1,231,136.

First Annual Payment – Due on or before September 30, 2022

CCDC shall pay Participant eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2022

Second Annual Payment – Due on or before September 30, 2023

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2023.

Third Annual Payment – Due on or before September 30, 2024

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2024.

Fourth Annual Payment – Due on or before September 30, 2025

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2025.

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

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

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

3. Limitation on Making Payments

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

4. Enforceability of Participation Agreement.

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

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

CCDC:
CAPITAL CITY DEVELOPMENT CORPORATION

By: _____,
_____, Executive Director

Date

PARTICIPANT:

By: _____
Its: _____
Date: _____

Attachment 3 – Site Map





AGENDA BILL

Agenda Subject: Awarding Contract – 9th & Main Garage Elevator Refurbishment		Date: March 9, 2020
Staff Contact: Matt Edmond, Asst. Director Parking & Mobility Kathy Wanner, Contracts Specialist	Attachments: A. Resolution No. 1643 B. Bid Results C. Bid Received from Schindler Elevator Corporation	
Action Requested: Adopt Resolution No. 1643 awarding the contract for the 9 th & Main Garage Elevator Refurbishment Project to Schindler Elevator Corporation.		

Background:

The 386-space 9th & Main Parking Garage was constructed in 1990. Since its inception it has been one of the most heavily used garages in the Agency’s system. Its popularity is due to its central location and the number and diversity of office employment as well as retail and restaurant uses adjacent to it.

The 9th & Main Garage has two general use elevators with adjacent stairwells accessing Main Street and Idaho Street. The estimated life cycle of a hydraulic elevator is 15-20 years with good maintenance and protection from the environment. These elevators have been in service for 29 years without any significant upgrades since the original installation. Additionally, while the elevators do comply with safety codes in effect at the time of installation, they do not comply with the current codes adopted in 2016.

In light of the age of the elevators and changes to safety codes, a modernization overhaul is in order. Modernization will achieve the following:

1. Bring elevators into compliance with building and personal safety code requirements, including fire safety, seismic safety, and passenger protection.
2. Improve operation and performance, including reduced maintenance time and cost due to obsolete equipment, savings on electrical power, and longer life of retained equipment
3. Improve appearance and user experience through new cab interiors and elevator lobby fixtures.
4. Reduce Agency liability
5. Reduce environmental risks

The Agency has two options in this situation: replacement or restoration. Replacement typically costs three times as much as restoration and takes up to three times longer. The restoration repairs have a lifespan as long as new elevators. The Agency recommends restoration which is essentially a full modernization that upgrades or replaces all current equipment and brings the elevators up to the current 2016 Safety Code for Elevators.

Agency on-call architectural firm, Hummel Architects, has been assisting with the design, bid specifications, and plans, and will continue with construction administration services through project completion.

Bidding Requirements:

State law requires a formal, sealed bid process for public works construction projects exceeding \$200,000 and selection of the lowest responsive bidder. The Agency advertised an Invitation to Bid for the 9th & Main Garage Elevator Refurbishment Project in the *Idaho Statesman* on January 30 and February 6, 2020. In an effort to receive as many competitive bids as possible, a notice also was emailed to the plan rooms at the Idaho Association of General Contractors (AGC) and Idaho Blueprint as well as to five (5) separate elevator contractors holding the requisite public works license. A non-mandatory pre-bid meeting was held on February 11, 2020. Two contractors attended the pre-bid meeting.

Two (2) bids were received by the February 26 deadline:

Company	Total Bid Amount
Schindler Elevator Corporation	\$256,226
Beal Corporation	\$290,000

Each bid was submitted in a timely manner and met all required submission criteria; each bidder has appropriate and valid public works contractor licenses. Schindler Elevator Corporation submitted the lowest responsive bid.

Fiscal Notes:

The Agency's FY2020 budget includes sufficient funding for this project.

Staff Recommendation:

The Board adopt Resolution No. 1643 recognizing Schindler Elevator Corporation as the lowest responsive bidder for the Project and awarding the 9th & Main Garage – Elevator Refurbishment Project to Schindler Elevator Corporation for a Total Bid amount of \$256,226.

Suggested Motion:

I move to adopt Resolution No. 1643 recognizing Schindler Elevator Corporation as the lowest responsive bidder; awarding the 9th & Main Garage Elevator Refurbishment Project contract to Schindler Elevator Corporation for the total Bid amount of \$256,226; and authorizing the Executive Director to execute the contract and expend funds.

ATTACHMENT A

RESOLUTION NO. 1643

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, FINDING SCHINDLER ELEVATOR CORPORATION IS THE QUALIFIED BIDDER WHICH SUBMITTED THE LOWEST BID FOR THE 9TH & MAIN GARAGE ELEVATOR REFURBISHMENT PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT WITH SCHINDLER ELEVATOR CORPORATION FOR THE 9TH & MAIN GARAGE ELEVATOR REFURBISHMENT PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THE RESOLUTION INCLUDING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; 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, Idaho Code § 67-2805(2)(a) provides for a competitive sealed bidding process for procurement of public works construction valued in excess of \$200,000; and,

WHEREAS, the Agency issued an Invitation to Bid for its 9th & Main Garage Elevator Refurbishment Project (the "Project") on January 30, 2020, and published the requisite public notice of the Invitation to Bid in the *Idaho Statesman* newspaper on January 30 and February 6, 2020; and,

WHEREAS, the Agency received two (2) sealed bids by the due date and time of 3:00 p.m. on February 26, 2020; and,

WHEREAS, the bids received met all of the required statutory and administrative criteria for submission and the bidders have appropriate and valid public works contractors licenses; and,

WHEREAS, Schindler Elevator Corporation submitted the lowest responsive bid; and,

WHEREAS, Agency staff recommends to the Board that the contract award for the Project be made to Schindler Elevator Corporation as the lowest responsive bidder.

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

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

Section 2: That the Board hereby finds that Schindler Elevator Corporation was the qualified bidder submitting the lowest responsive bid for the 9th & Main Garage Elevator Refurbishment Project.

Section 3: That the Executive Director of the Agency is hereby authorized to negotiate and execute a public works construction contract with SCHINDLER ELEVATOR CORPORATION for the total bid amount of TWO HUNDRED FIFTY-SIX THOUSAND TWO HUNDRED TWENTY-SIX DOLLARS (\$256,226), consistent with the Board's stated instructions at the March 9, 2020, Agency Board Meeting; and further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the contract, subject to representations by Agency legal counsel that all conditions precedent to those actions and the contract or other documents are acceptable and consistent with the comments and discussions received at the March 9, 2020, Agency Board Meeting.

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

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on March 9, 2020. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on March 9, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Chair

ATTEST:

By: _____
Secretary

ATTACHMENT C

SECTION 00 41 13 BID FORM

BID FORM

PROJECT: 9TH & MAIN GARAGE - ELEVATOR REFURBISHMENT PROJECT

THIS BID IS SUBMITTED TO:

Capital City Development Corporation
Attn: 9TH & MAIN GARAGE - ELEVATOR REFURBISHMENT PROJECT
121 N. 9th Street, Suite 501
Boise, Idaho 83702

- 1.01 The undersigned Bidder proposes and agrees to enter into a Contract with CCDC in the form included in the Project Manual to perform all the Work as specified or indicated in the Project Manual for the prices indicated in this Bid and in accordance with the other terms and conditions of the Project Manual.
- 1.02 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CCDC.
- 1.03 Within thirty (30) days from receiving a written notice of acceptance of this Bid, Bidder shall execute the Contract and shall deliver evidence of required insurance coverages and bonds in the amounts required by the Contract.
- 1.04 In submitting this Bid, Bidder represents, as set forth in the Contract and Project Manual, that:
- a. Bidder has examined and understands the Project Manual and the following Addenda:

Addendum No.	Addendum Date
<u>1</u>	<u>2/19/2020</u>
_____	_____

- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Bidder has carefully studied: 1.) all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Project Manual; and 2.) all reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Project Manual.
- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Project Manual to be employed by Bidder, and safety precautions and programs incident thereto.

- f. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Project Manual.
 - g. Bidder is aware of the general nature of work to be performed by CCDC and others at the Site that relates to the Work as indicated in the Project Manual.
 - h. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Project Manual, and all additional examinations, investigations, explorations, tests, studies, and data with the Project Manual.
 - i. Bidder has given CCDC written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Project Manual, and the written resolution thereof by CCDC is acceptable to Bidder.
 - j. The Project Manual is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 - k. Bidder is responsible for ascertaining the existence of any addenda and the contents thereto.
- 1.5 Bidder represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CCDC.
- 1.6 Bidder will complete the Work in accordance with the Contract Documents for the lump sum given, which includes all taxes. Unit prices have been computed in accordance with the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.
- 1.7 Bidder agrees that the Work will be substantially completed and fully completed ready for final payment in accordance with General Conditions on or before the dates or within the number of calendar days indicated in the Contract Documents. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work within the times specified.
- 1.8 Bidder agrees to comply with Idaho Code § 44-1001 through 44-1006 regarding employment of Idaho residents.
- 1.9 The following documents are attached to and made a condition of this Bid: 1.) Required Bid security; and 2.) Contractor's Affidavit Concerning Taxes.
- Bidder agrees to include with the Bid the names and addresses and Idaho Public Works Contractor License numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract.
- 1.10 WAIVER & RELEASE: Bidder has read and fully accepts CCDC's discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC's decision to proceed with a selection process in response to the Invitation to Bid, including the right in its sole discretion and judgment for whatever reason it deems appropriate, at any time unless contrary to applicable state law, to:
- a. Modify or suspend any and all aspects of the process seeking a contractor to construct Project.
 - b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to CCDC's Bid Invitation (any such person, entity, or group responding is, for convenience, hereinafter referred to as "Bidder"), and to ascertain the depth of Bidder's capability and experience for construction of Project and in any and all other respects to meet with and consult with any Bidder or any other person, entity, or group.
 - c. Waive any formalities or defects as to form, procedure, or content with respect to its Bid Invitation and any responses by any Bidder thereto.

- d. Accept or reject any sealed Bid received in response to the Bid Invitation, including any sealed Bid submitted by the undersigned; or select any one submission over another.
- e. Accept or reject all or any part of any materials, plans, drawings, implementation programs, schedules, phrasings and proposals or statements, including, but not limited to, the nature and type of Bid.

Bidder agrees that CCDC shall have no liability whatsoever, of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.

SUBCONTRACTORS

CCDC requires the names and addresses of subcontractors to whom work will be awarded, subject to approval of CCDC and Architect, and pursuant to Idaho Code § 67-2310. If such work is not required, Bidder will indicate "Not Applicable" in the list below. In the event that the general (Trade) contractor intends to self-perform the plumbing, HVAC, or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work. The general (Trade) contractor shall demonstrate compliance with this requirement by listing the valid contractor's license number for the plumbing, HVAC, or electrical work to be self-performed by the general contractor on the bid form.

Failure to name subcontractors as required by Idaho Code shall render any bid submitted unresponsive and void.

Plumbing NOT APPLICABLE
 Address: _____

Public Works License No. _____
 Idaho Plumbing Contractors License No. _____

Heating & Air Conditioning TVR, Inc.
 Address: 1900 E. Lanark
Meridian, ID 83642

Public Works License No. PWC-C-13138 AA-4
 Idaho HVAC Contractors License No. HVC-C-3220

Electrical Quality Electric Inc.
 Address: 5292 Irving Street
Boise, ID 83706

Public Works License No. PWC-C-10145
 Idaho Electrical Contractors License No. 1086 C

BASE BID - OFFER

Bidder agrees to perform all the work described in the Drawings and Specifications for the total lump sum bid of:

Two hundred fifty-six thousand two hundred twenty-six
(\$ 256,226.00) Dollars, lawful money of the United States.

[Show amount in both words and figures; in event of discrepancy, the amount in words shall govern.]

BID FORM SIGNATURE

SUBMITTED on 2/24, 2020.

X Diane Rawson
SIGNATURE

Diane Rawson, Sales Representative
Print Name and Title

Schindler Elevator Corporation
Contractor / Company

143 McGregor Court, Ste 140
Address

Boise, ID 83705
City, State, Zip

PWC-C-11439
Idaho Public Works Contractor License No.

6/30/2020
License Expiration Date

34-1270054
Federal Tax ID #

Diane.Rawson@schindler.com
E-mail Address

208-577-5541
Phone No.

208-577-5524
Fax No.

ATTENTION: Did you remember the Bid Security and Contractor's Affidavit Concerning Taxes?

- Bid Security in the form of a bid bond, certified check, cashier's check, or cash in an amount not less than five percent (5%) of the total amount of the bid is **REQUIRED**.
- Contractor's Affidavit Concerning Taxes is **REQUIRED**.

IF BID SECURITY AND CONTRACTOR'S AFFIDAVIT ARE NOT INCLUDED, YOUR BID WILL BE CONSIDERED NON-RESPONSIVE.

END OF SECTION 00 41 13

SECTION 00 45 46 CONTRACTOR'S AFFIDAVIT CONCERNING TAXES
EXECUTE AND SUBMIT WITH BID

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF Idaho

COUNTY OF Ada

Pursuant to Chapter 15, Title 63, Idaho Code, I the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to the State of Idaho and its taxing units, for which I or my property is liable, then due or delinquent, have been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho.

Schindler Elevator Corporation

Contractor / Company

143 McGregor Court, Ste 140

Address

Boise, ID 83705

City, State, Zip

x Diane Rawson

Authorized Representative Signature

Diane Rawson, Sales Representative

Print Name and Title

/

Subscribed and sworn to before me this 26 day of February, 2020



[Signature]

Notary Public

Residing at: 3527 S Federal Way

Commission Expires: 03/22/2028

END OF SECTION 00 45 46



Fidelity and Deposit Company of Maryland
 Colonial American Casualty and Surety
 Company

Home Office: 1299 Zurich Way Schaumburg IL. 60196

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Schindler Elevator Corporation
743 McGregor Court, Suite 140
Boise, ID 83705

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

OWNER (Name, legal status and address):

Capital City Development Corp.
121 N 9th Street, Suite 501
Boise, ID 83702

Bond Amount: 5% Five Percent of Amount Bid

PROJECT : (Name, location or address, and Project number, if any):

9th & Main Garage - Elevator Refurbishment Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

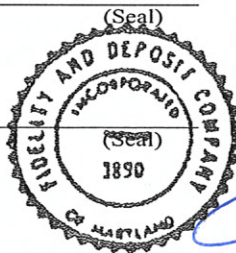
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of February, 2020

(Witness)

B.F.
 (Witness) Brendan Fletcher



Schindler Elevator Corporation

(Principal) [Signature] (Seal)
 By: District Manager
 (Title)

Fidelity and Deposit Company of Maryland

(Surety)
 By: [Signature]
 (Title) Joshua Sanford, Attorney-in-Fact

Bond Number Bid Bond

Obligee Capital City Development Corp.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Joshua Sanford, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

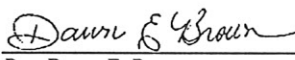
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: *Robert D. Murray*
Vice President




By: *Dawn E. Brown*
Secretary

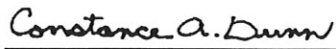


State of Maryland
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.




Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25th day of February, 2020.



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Schindler Elevator Corporation Certification

I, Thomas Sparno, Sr. Vice President and Secretary of Schindler Elevator Corporation, do hereby certify that the following elected or appointed officers and managers of Schindler Elevator Corporation hold the positions shown opposite their respective names:

G. Ergenbright President
M. Bickel Vice President & Chief Financial Officer
T. Sparno Sr. Vice President, Secretary & General Counsel

P. Bloom	Sr. Vice President Area Operations	-	AREA EAST
J. Bera	Vice President & Area General Manager	-	New York
K. Rainwater	Area General Manager	-	Area East
P. Hartly	Area General Manager	-	Area East
J. Zeilmann	District Manager	-	Baltimore
M. Chatterton	General Manager	-	Manhattan
A. Kratzat	District Manager	-	Manhattan - North
A. Robles	District Manager	-	Manhattan - South
M. Coughlin	District Manager	-	Boston
P. L. Hall	District Manager	-	Buffalo
Michael F. Joseph	District Manager	-	North New Jersey
K. Prudhomme	District Manager NI/MOD	-	Washington DC
M. Marks	District NI Manager	-	Washington DC
D. Morosky	General Manager	-	Long Island
T. Baker	District Manager	-	Hartford
R. Carbajal	General Manager	-	Philadelphia
A. C. Werkhoven	General Manager	-	New York - New Installation / Major Projects
M. Ferreira	District Manager - MOD	-	New York
N. Marshall	Branch Manager	-	Washington DC
N. Valenti	Branch Manager	-	Syracuse
C. Wells	Branch Manager	-	Richmond
S. Trautman	Branch Manager	-	Allentown
M. A. Robbins	Branch Manager	-	Albany
K. York	Branch Manager	-	Westchester/Bronx
R. L. Hoyn	Sr. Vice President Area Operations	-	AREA NORTH
P. Parks	Area General Manager	-	Area North
K. Reinert	General Manager	-	Area North
H. Caldwell	General Manager	-	Pittsburgh
R. O. Romnes	General Manager	-	Minneapolis
J. Block	Area General Manager	-	Chicago
J. Vallee	General Manager- EI & MOD	-	Chicago
R. Stumpf	General Manager Adams Elevator Equip. Co.	-	Chicago
J.E. Ritter	Area General Manager	-	Cleveland
V. M. Garfield	General Manager	-	Las Vegas
L. Haefner	General Manager	-	Detroit
J. L. Case	District Manager	-	Milwaukee
E. Frysinger	District Manager	-	Seattle
E. Richardson	District Manager	-	Denver
J. A. Stumph	District Manager	-	Boise / Spokane / Salt Lake City
E. Buschick	Area Operations Manager, EI	-	Chicago
D. DeVault	General Manager	-	Cleveland
M. Sullivan	Branch Manager	-	Columbus
R. Papp	Branch Manager	-	Toledo
Z. Mitchell	Branch Manager	-	Portland
M. Gnewkowski	Branch Manager	-	Grand Rapids
T. Ousoujoglou	Branch Manager	-	Cincinnati
G. Auten	Branch Manager	-	Kansas City
T. Dorsten	Branch Manager	-	Indianapolis
K. H. Spielmann	Branch Manager	-	Madison
R. J. Borland	Sr. Vice President Area Operations	-	AREA SOUTH
M. Lukov	Area General Manager	-	Area South
G. Rodenheiser	Area General Manager	-	Area South
R. Lameiras	Area General Manager	-	Area South
D. Baskin	General Manager	-	Miami
M. Evans	District Manager, NI	-	Dallas
R. T. Falduti	General Manager RDO	-	Charlotte
M. Davis	General Manager	-	Charlotte
O. P. Leone	General Manager	-	Houston
M. Franck	District Manager, NI	-	Houston
K.B. Bailey	District Manager	-	Atlanta
D. Davis	General Manager	-	Los Angeles
L. Mizuguchi	District Manager	-	Honolulu
S. B. Fitzsimons	District Manager	-	Irvine
B. James	District Manager	-	New Orleans
B. Cave	District Manager	-	San Francisco
D. N. Sclater	District Manager	-	Orlando
M. L. Shelburne	District Manager	-	San Antonio
M. Owens	Branch Manager	-	San Antonio
D. Hamasaki	District Manager - NI	-	Honolulu
B. Burke	Branch Manager	-	Fort Worth
T. K. Bossen	Branch Manager	-	Phoenix
T. M. Ferro	Branch Manager	-	Sacramento
R. P. Fridh	Branch Manager	-	Charleston
J. Garrett	Branch Manager	-	Birmingham
T. Whiteheart	Branch Manager	-	Raleigh
F. Schwager	Branch Manager	-	Shreveport
S. Huber	General Manager	-	St. Louis / Kansas City / Des Moines
W. L. Hilliard, Jr.	Branch Manager	-	Tampa
S. Owens	Branch Manager	-	Tulsa
E. Rivera	Branch Manager	-	San Juan
P. Narve	Branch Manager	-	Jacksonville
K. Kisamore	Branch Manager	-	Austin
D. Lujan	Branch Manager	-	San Diego
M. Bernhard	Area General Manager RDO	-	Pittsburgh
D. Bender	Area General Manager RDO	-	Dallas
R. H. Ludwig	Area General Manager RDO	-	New Orleans
R. Falduti	Area General Manager RDO	-	Charlotte
O. Soboleva	RDO Program Director	-	NA Operations Staff - SEC
R. Bonds	Director	-	Key Account Management
S. Scheppke	Vice President	-	Quality and Safety
M. Azzaro	Director	-	Major Projects
J. Sanchez	Director	-	Marketing & Sales/National Accounts
N. Mhatre	Vice President & CIO	-	Information Systems - Zone Americas
K. A. Rodgers	Vice President	-	Existing Installations
M. Fergus	Vice President	-	Supply Chain
M. Yurchuk	Vice President	-	Human Resources - SEC
A. McFarlane	Vice President	-	Portfolio
J. L. Rainwater	Sr. Vice President	-	Existing Installations and Modernization Business
M. Ramandanes	Sr. Vice President	-	New Installations

and that such persons have been authorized, consistent with the corporate bylaws and resolutions and when acting in the ordinary course or conduct of business, to sign proposals, bid bonds, and contract bonds and to enter into contracts for the sale, installation, maintenance, inspection and repair of apparatus, service and supplies on behalf of Schindler Elevator Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Schindler Elevator Corporation.

SCHINDLER ELEVATOR CORPORATION

By:


Thomas Sparno, Sr. Vice President & Secretary



AGENDA BILL

Agenda Subject: CONSIDER: Resolution #1642 Approving the Contract for 8th & Bannock Streetscape Improvement Project Design Services		Date: March 9, 2020
Staff Contact: Karl Woods Senior Project Manager Kathy Wanner Contracts Specialist	Attachments: A. Resolution No. 1642 B. Location Map: 8 th and Bannock Streetscape Improvements C. Proposal for Consultant Services	
Action Requested: Adopt Resolution No.1642 approving Jensen Belts Associates Task Order 19-002 for the 8 th and Bannock Streetscape Improvement Project construction documents and construction administration.		

BACKGROUND

8th Street is the most popular bike route through downtown Boise. There are currently no dedicated bike facilities on 8th Street, north of Bannock. This project will extend northbound and southbound bike facilities two additional blocks, better connecting the North End Neighborhood. The 8th and Bannock Streetscape Improvement project is an Agency placemaking, infrastructure, and mobility project that will provide improvements on 8th Street between Bannock and State Street and on the north side of Bannock between 9th Street and Capitol Boulevard. The project will reconfigure 8th Street to integrate bicycle lanes, angled on-street parking, as well as streetscape enhancements such as trees and patio space. The project also will include reconstruction of vault lids, fiber optic conduit installation, geothermal system expansion, and maintenance and road resurfacing.

In the fall of 2015 CCDC completed its selection process for design professional for the 8th and Bannock Streetscape Improvement Project. The RFP was issued to three Landscape Architects on the CCDC roster, and proposals were received from each of the three firms. Jensen Belts Associates was selected as the Design Professional of Record and began schematic design and design review documents.

During preliminary design in 2016, CCDC scheduled construction to occur concurrent with road work Ada County Highway District (ACHD) had scheduled in 2019 on 8th and Bannock Streets as part of their Downtown Boise Implementation Plan (DBIP).

The 2019 public process led by the City and ACHD developed a road reconfiguration solution that balances the needs of all users and integrates bicycle lanes. This design was approved by the ACHD Commission on January 22, 2020 and by the City Council on February 18, 2020.

The remaining steps of the project are to produce construction documents, obtain appropriate approvals, bid the work, and administrate construction. Jensen Belts Associates has provided the attached fee proposal to provide the design, engineering, and construction administration services necessary to complete the project. The proposal includes subcontracts for civil engineering, structural engineering, electrical engineering, and geotechnical consulting.

The 8th and Bannock Street Improvement Project will include installation of new curb and gutter, trees and tree grates, concrete and brick sidewalks, historic streetlights, conduit banks, vault modifications, geothermal installation and maintenance, protected bike lanes, right of way reallocation, pedestrian ramps and furnishings such as bike racks, litter receptacles, and benches.

FISCAL NOTES

CCDC has adequately budgeted for streetscape improvements in the River Myrtle-Old Boise and Westside Urban Renewal Districts on the north side of Bannock Street from Garro Building east to Capitol Boulevard, and on both sides of 8th Street from Bannock Street to State Street.

The total amount paid for Task Order 19-002 shall not exceed One Hundred Eighty-One Thousand Three Hundred Seventy-Five Dollars (\$181,375). In order to prepare for any unforeseen changes that may affect the project's design budget, Resolution No. 1642 authorizes a 10% contingency. CCDC will pay Jensen Belts Associates based on time and materials, with hourly rates not to exceed those on file with CCDC.

STAFF RECOMMENDATION

Adoption of Resolution No. 1642 approving Jensen Belts Associates Task Order 19-002 for 8th and Bannock Streetscape Improvements Project construction documents and construction administration services.

Suggested Motion:

I move to adopt Resolution No. 1642 approving Jensen Belts Associates Task Order 19-002 for the 8th & Bannock Streetscapes Improvements Project construction documents and construction administration services.

ATTACHMENT A

RESOLUTION NO. 1642

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 TASK ORDER 19-002 WITH JENSEN BELTS ASSOCIATES FOR CONSTRUCTION DRAWINGS AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE 8TH & BANNOCK STREETScape IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE TASK ORDER 19-002; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; 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"), a duly created and functioning urban renewal agency for Boise City, Idaho, hereinafter referred to as the "Agency."

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

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

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

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

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

WHEREAS, the 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, in October 2015 the Agency used an RFQ process to select and contract with Jensen Belts Associates to provide the necessary design services for the Agency's planned 8th Street and Bannock Street streetscape improvements; and,

WHEREAS, Jensen Belts Associates has been working steadily with the Agency and community partners to plan and design the 8th Street and Bannock Street streetscape improvements; and,

WHEREAS, in January 2020 Jensen Belts Associates submitted and received approval from the Ada County Highway District for the streetscape design documents; and,

WHEREAS, in February 2020 Jensen Belts Associates submitted and received approval from the City of Boise for the streetscape design documents; and,

WHEREAS, Jensen Belts Associates has submitted a proposal to Agency for Construction Documents and Construction Administration Services for the 8th and Bannock Streetscape Improvements; and,

WHEREAS, the Agency Board finds it in the best interest of the public and the Agency to approve Task Order 19-002 with Jensen Belts Associates to act on the behalf of the Agency as the Landscape Architect of Record for 8th & Bannock Streetscape Improvements Project construction drawings, bidding, permitting, and construction administration, and to authorize the Agency 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, AS FOLLOWS:

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

Section 2: That Jensen Belts Associates Task Order 19-002, attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to execute Task Order 19 002 with Jensen Belts Associates for an amount not to exceed ONE HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$181,375), and further, is hereby authorized to execute all necessary documents required to implement Task Order 19-002, subject to representation by Agency legal counsel that all necessary conditions have occurred.

Section 4: That the Agency Executive Director is hereby authorized to expend funds for the design professional proposal amount for Task Order 19-002 plus up to 10% of that amount for contingencies if determined necessary in his best judgment.

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

PASSED AND APPROVED by the Urban Renewal Agency of Boise City, Idaho, on March 9, 2020. Signed by the Chair of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on March 9, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

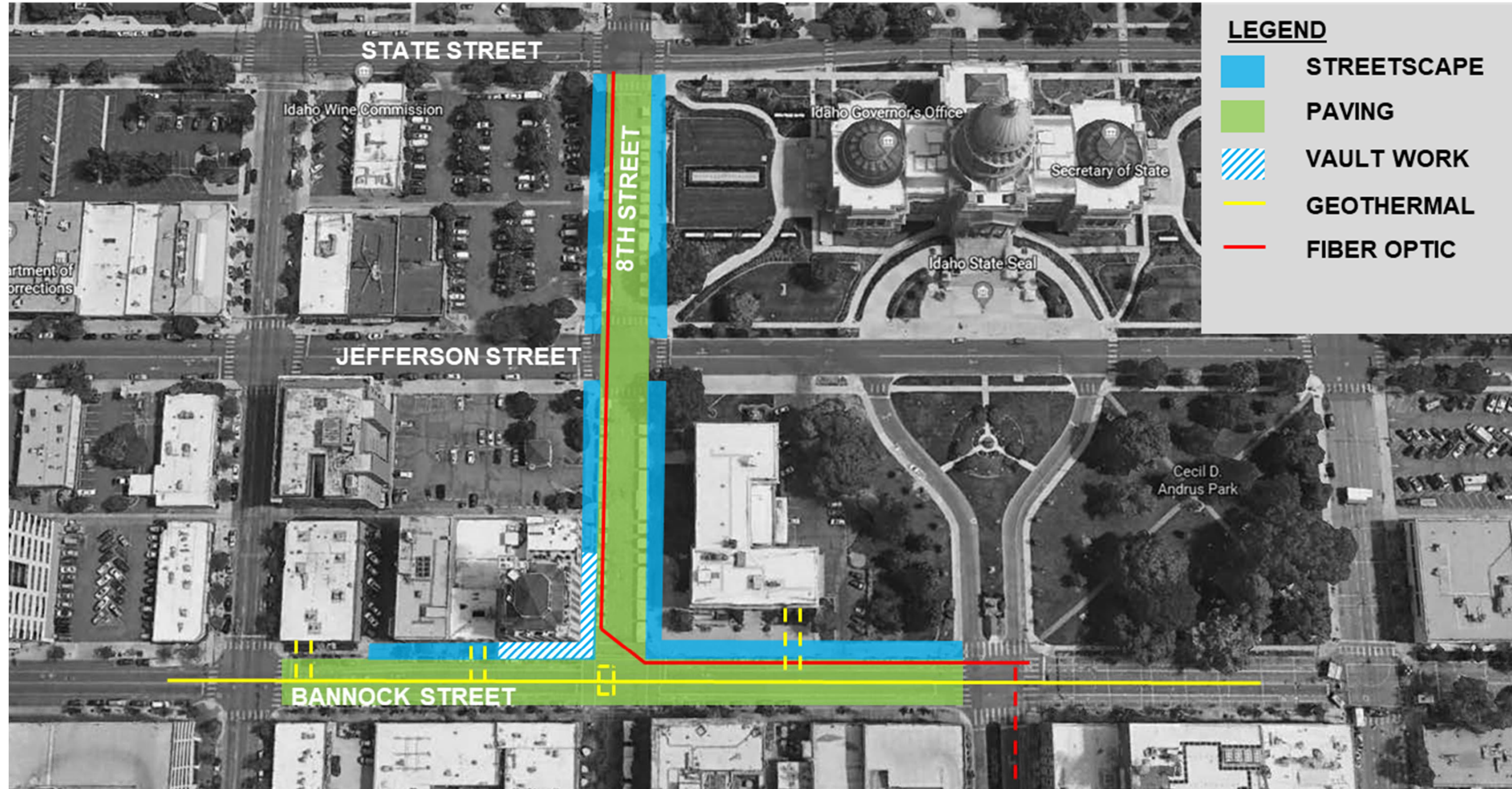
By: _____
Chair

ATTEST:

By: _____
Secretary

ATTACHMENT B

Project Location



ATTACHMENT C

February 25, 2020

Mr. Karl Woods
Capital City Development Corporation
121 W Idaho Street #501
Boise, ID 83702



Re: **8th and Bannock Streetscape Improvement Project
Proposal for Consultant Services (CD/CA Phases)**

Dear Mr. Woods:

I am pleased to respond with this proposal for the Construction Documents and Construction Administration (CD/CA) design phases for the 8th and Bannock Streetscape Improvements Project. The proposal considers Jensen Belts Associates (JBA) as the Prime Consultant providing all Administrative and Landscape Architectural services with Quadrant Consulting, Inc. (QCI) serving as Civil Engineer, Musgrove Engineering serving as Electrical Engineer, and Ally Structural Consulting serving as Structural Engineer. Musgrove Engineering will be a sub-consultant under QCI.

PROJECT DESCRIPTION

The project consists of rebuilding the street and streetscapes (sidewalk & furnishings) on Bannock St. and 8th Street (between Bannock and State St.) which fall within two different downtown core Urban Renewal Districts as follows:

River-Myrtle District (RM):

- Streetscape 8th Street (east side) – Bannock north to State Street.
- Streetscape Bannock Street (north side) - 8th St east to Capitol Blvd.
- Post Office Plaza

Westside District (WS):

- Streetscape 8th Street (west side) – Bannock north to State Street.
- Streetscape Bannock Street (north side) – Ten Barrel Parking Lot east to 8th Street.
- Hoff Building subsurface vault adjacent to Bannock Street. Vault sidewalk lid to be rebuilt.

BUDGET/SCHEDULE

A preliminary cost estimate will be completed by the selected CMGC for the project. CCDC will confirm that the costs are within the budget for the 8th and Bannock Streetscape Improvements Project and JBA will commence with the final design process. This proposal anticipates project to not be phased. If phasing is to occur between Fall 2020 and carried over into the spring of 2021, the design team reserves the right to renegotiate additional fees for Construction Administration. The project will be completed by the end of the 2021 calendar year.

SCOPE OF SERVICES

The following outline considers that the Jensen Belts Associates will collaborate with the CCDC, ACHD, Boise City, related utility companies, and the property owners in the finalization of a well-accepted site design, construction documents package, and implementation. JBA will manage the working coordination with Quadrant Consulting, Inc. (QCI), who will be performing all civil related site work and subcontract work to be completed by the electrical engineer. Ally Structural Consulting will be performing structural services for subsurface vault locations. Musgrove Engineers will be performing electrical engineering services for streetlight electrical work. JBA's work will consist of **a)** completion of the Final Design Documents, **b)** coordinate with QCI to obtain related agency permits; **c)** coordinate with selected CMGC to assist with cost estimation and bidding, and **d)** provide Construction Administration services for project implementation.

Below are the proposed task fees for Jensen Belts Associates only. See page 3 of this proposal for a breakdown of fee for each consultant and attached consultant proposals. JBA fees include all reimbursable expenses including reproductions, copies of large format plans, mileage, and courier fees (as required).

Task One –Final Design/Construction Documents **Proposed Fee \$26,368.00**
(RM \$ 12,352.00 WS \$ 14,016.00)

- Finalize CADD Base
- Streetscape Plans
- Coordinate Demolition Plans, Civil Site Plans, Electrical Plans, and Structural Plans
- Streetscape Construction Notes and Details
- Silva Cell Coordination
- Project Manual - Special Provisions (ISPWC)
- Assemble Documents Package
- Final Design Meetings

Task One: Complete the final design phase and culminate with a construction document package that has a thorough understanding of the existing site; all agency and utility issues will have been addressed and planned for; user group needs will be addressed or incorporated; construction materials and details will be understood; and coordination with the selected CMGC on preliminary construction cost estimate. Deliverables will be the above documentation, bid ready, including Project Manual in ISPWC format and CADD generated Construction Drawings.

Task Two –Permitting/Bidding **Proposed Fee \$7,728.00**
(Permitted as one complete project) (RM \$ 3,680.00 WS \$ 4,048.00)

- Boise City Permitting
- ACHD ROW Permit – Assist QCI
- Assist Bidding Process
- Addendum(s)
- Pre-Bid & Bid Opening Meetings

Task Two: JBA will assist QCI with the submittal of documentation for agency review (ACHD and Boise City) for final permitting. The design team will assist the selected CMGC in final cost estimation, review bidder questions, and provide addendums, as necessary.

Task Three - Construction Administration **Proposed Fee \$10,304.00**
(No Phasing Anticipated) (RM \$ 5,152.00 WS \$ 5,152.00)

- Pre-Construction Meetings
- Weekly Construction Meetings – including weekly construction meeting notes
- Submittal Reviews
- Design Clarifications/RFIs
- Field Change Issues
- Site Inspections by design team
- Project Closeout
- Record Drawing Set

Consultant Team Fee Breakdown:

Jensen Belts Associates **Proposed Fee \$ 44,400.00**
(RM \$ 21,184.00 WS \$ 23,216.00)

See attached estimate of time spreadsheet

Quadrant Consulting, Inc. (see attached proposal) **Proposed Fee \$ 128,100.00**
(RM \$ 64,500.00 WS \$ 63,600.00)

Fee Breakdown:

Quadrant Consulting, Inc. \$ 78,000.00 (RM \$ 48,900.00 WS \$ 29,100.00)

Subconsultants:

Musgrove Engineering (Electrical) \$ 20,100.00 (RM \$ 3,600.00 WS \$ 16,500.00)

Geotechnical Consultant (estimate) \$ 30,000.00 (RM \$ 12,000.00 WS \$ 18,000.00)

Ally Structural Consulting (see attached proposal) **Proposed Fee \$ 8,875.00**
(RM \$ 0.00 WS \$ 8,875.00)

TOTAL PROPOSED FEES **Proposed Fee (Maximum, Not-To-Exceed) \$ 181,375.00**
(RM \$ 85,684.00 WS \$ 95,691.00)

The proposed fee is for a maximum, not-to-exceed amount. JBA will provide monthly invoicing for work completed during the billing period. Printing and reproduction expenses will be included, and at actual cost. The Design Team will track hours per the Urban Renewal Districts and reduce fees if possible.

ASSUMPTIONS

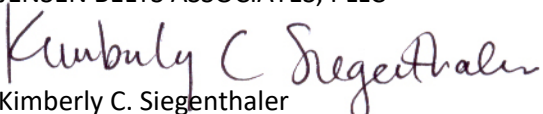
This proposal is based upon certain assumptions. We respectfully reserve the right to renegotiate due to conditions outside of these assumptions. Assumptions are:

1. Compliance with Americans with Disabilities Act (ADA, 1990) will occur only within project limits to the point of adjacent matchups.
2. Environmental concerns will be addressed and may alter schematic design and preliminary cost estimates. Changes in design related to environmental concerns may result in additional services.
3. No improvements will be required beyond the defined project limits.
4. The project will be permitted as one complete project and will not be phased. If phasing occurs, the design team reserves the right to renegotiate additional fees for Construction Administration.
5. Site plan renderings, 3D models, and/or plan perspectives are outside the scope of this proposal.
6. All necessary permit and application fees, including any fees levied by governmental agencies, are the responsibility of others, unless otherwise stated.

The design team looks forward to continuing the work on the 8th and Bannock Streetscape Improvements Project. Should the work scope and schedule meet with your approval, please facilitate a task order for Final Design Construction Documents/Permitting/Construction Administration at your earliest convenience.

Very Truly Yours,

JENSEN BELTS ASSOCIATES, PLLC


Kimberly C. Siegenthaler

Principal



8th and Bannock Streetscape CD-CA Task Hourly Estimate

For: Capitol City Development Corporation

Date: 2/25/20

By: KCS

	HOURLY RATE	ESTIMATE OF TIME	TOTAL COST
RIVER/MYRTLE DISTRICT (RM):			
PRELIMINARY / FINAL DESIGN			\$12,352.00
<i>Streetscape - Senior Landscape Architect</i>			
Streetscape 8th St (east side) - Jefferson St north to State St	\$92.00	8	\$736.00
Streetscape 8th St (east side) - Bannock St north to Jefferson St	\$92.00	10	\$920.00
Streetscape Bannock St (north side) - 8th St east to Capitol Blvd	\$92.00	8	\$736.00
Post Office Plaza	\$92.00	10	\$920.00
<i>Streetscape - Landscape Architect CAD</i>			
Streetscape 8th St (east side) - Bannock St north to State St	\$68.00	10	\$680.00
Streetscape 8th St (east side) - Bannock St north to Jefferson St	\$92.00	12	\$1,104.00
Streetscape Bannock St (north side) - 8th St east to Capitol Blvd	\$68.00	12	\$816.00
Post Office Plaza	\$92.00	14	\$1,288.00
Demolition Plans (Coord.)	\$92.00	4	\$368.00
Civil Site Plans (Coord.)	\$92.00	8	\$736.00
Electrical Plans (Coord.)	\$92.00	4	\$368.00
Project Manual - Special Provisions (ISPWC)	\$92.00	6	\$552.00
Assemble Document Package	\$92.00	8	\$736.00
Final Design Meetings	\$92.00	10	\$920.00
Project Correspondence	\$92.00	16	\$1,472.00
		140	
PERMITTING / BIDDING			\$3,680.00
Boise City Permits / Coordination	\$92.00	8	\$736.00
ACHD ROW Permit -Assist Civil	\$92.00	8	\$736.00
ACHD License Agreement -Assist Civil	\$92.00	4	\$368.00
Assist CMGC Bidding Process/Addendums	\$92.00	8	\$736.00
Project Correspondence/Management	\$92.00	12	\$1,104.00
		40	
CONSTRUCTION ADMINISTRATION			\$5,152.00
Pre-Construction Meetings	\$92.00	2	\$184.00
Weekly on-site construction coordination	\$92.00	26	\$2,392.00
Design Clarifications/RFI's	\$92.00	8	\$736.00
CA Project Management/Correspondence	\$92.00	8	\$736.00
Project Close-Out	\$92.00	8	\$736.00
Record Drawing Set	\$92.00	4	\$368.00
		56	
River-Myrtle District: JBA Hours		236	
River-Myrtle District: Subtotal Fee			\$21,184.00

	HOURLY RATE	ESTIMATE OF TIME	TOTAL COST
WESTSIDE DISTRICT (WS):			
PRELIMINARY / FINAL DESIGN			\$14,016.00
<i>Streetscape - Senior Landscape Architect</i>			
8th Street (west side) - Jefferson St north to State St	\$92.00	10	\$920.00
8th Street (west side) - Bannock St north to Jefferson St	\$92.00	8	\$736.00
Bannock Street (north side) - 9th St east to 8th St.	\$92.00	10	\$920.00
<i>Streetscape - Landscape Architect CAD</i>			
8th Street (west side) - Jefferson St north to State St	\$92.00	14	\$1,288.00
8th Street (west side) - Bannock St north to Jefferson St	\$92.00	12	\$1,104.00
Bannock Street (north side) - 9th St east to 8th St.	\$68.00	14	\$952.00
Demolition Plans (Coord.)	\$92.00	8	\$736.00
Civil Site Plans (Coord.)	\$92.00	12	\$1,104.00
Electrical Plans (Coord.)	\$92.00	8	\$736.00
Structural Plans (Coord.)	\$92.00	12	\$1,104.00
Project Manual - Special Provisions (ISPWC)	\$92.00	6	\$552.00
Assemble Document Package	\$92.00	8	\$736.00
Final Design Meetings	\$92.00	14	\$1,288.00
Project Correspondence	\$92.00	20	\$1,840.00
		156	
PERMITTING / BIDDING			\$4,048.00
Boise City Permits / Coordination	\$92.00	8	\$736.00
ACHD ROW Permit -Assist Civil	\$92.00	8	\$736.00
ACHD License Agreement -Assist Civil	\$92.00	4	\$368.00
Assist CMGC Bidding Process/Addendums	\$92.00	8	\$736.00
Project Correspondence/Management	\$92.00	16	\$1,472.00
		44	
CONSTRUCTION ADMINISTRATION			\$5,152.00
Pre-Construction Meetings	\$92.00	2	\$184.00
Weekly on-site construction coordination	\$92.00	26	\$2,392.00
Design Clarifications/RFI's	\$92.00	8	\$736.00
CA Project Management/Correspondence	\$92.00	8	\$736.00
Project Close-Out	\$92.00	8	\$736.00
Record Drawing Set	\$92.00	4	\$368.00
		56	
Westside District: JBA Hours		256	
Westside District: Subtotal Fee			\$23,216.00
Total JBA Hours		492	
TOTAL JBA FEE (RM+WS)			\$44,400.00

February 25, 2020

Jensen-Belts Associates
Attn: Kim Siegenthaler
1509 S Tyrell Lane, Ste 130
Boise, ID 83706

RE: Proposal for Professional Services – 8th and Bannock Streetscape

Dear Ms. Siegenthaler:

We are pleased to present you with this proposal to provide surveying, civil design and construction administration services for the 8th and Bannock Streetscape Improvement Project. It is our understanding that the scope of the proposed project includes the areas shown in the attached Exhibit A. Our proposed scope of services with costs is provided below.

- **Fiber Conduit Bank Topographic Survey (River Myrtle \$5,600)**
 - Digline mark out coordination
 - Utilities research
 - Topographic Survey

- **Civil Design/Construction Documents/Permitting (River Myrtle \$29,900, Westside \$19,900)**
 - Conference with ACHD to obtain approval of Design Review plans prior to starting civil design
 - Demolition plan
 - Grading and drainage design
 - Utilities design
 - GSI design
 - Civil design
 - Fiber optic conduit bank design
 - Mechanical/electrical, structural and landscape architect design coordination
 - Technical specifications
 - ACHD permit submittal
 - Boise City permit submittal
 - Address ACHD and Boise City plan review comments
 - Stormwater Pollution Prevention Plan
 - Project manual review
 - ACHD vault license agreement

- **Construction Administration (River Myrtle \$6,800, Westside \$4,500)**
 - Pre-construction conference
 - Weekly construction meetings (one meeting per week for 24 weeks)
 - Submittal reviews
 - Site visits/field meetings
 - Special inspections and geotechnical testing coordination

- Review test reports
- Coordination of construction close-out
- Preparation of as-built record drawings
- **Construction Staking (River Myrtle \$5,700, Westside \$4,100)**
 - Saw cut line
 - Light poles
 - Trees
 - Striping layout
 - Curb and gutter layout at 25-foot intervals
 - Fiber optic conduit bank alignment and vaults
 - Other significant above ground infrastructure including water meters, power cabinets, major electrical junction boxes, etc.
- **Reimbursable Expenses (River Myrtle \$900, Westside \$600)**
 - ACHD review fees
 - Boise City review fees
 - Reproductions
 - Mileage
 - Courier fees
 - Copies of large format plans

QCI ESTIMATED MAXIMUM FEE: (River Myrtle \$48,900, Westside \$29,100)

ELECTRICAL ENGINEERING DESIGN (River Myrtle \$3,600, Westside \$16,500)

QCI will contract with Musgrove Engineering to provide an engineering design for the electrical systems and equipment required for the implementation of historic lighting throughout the extent of the project. Musgrove will also provide an engineering design for removal and reinstallation of utilities in the vault located at the northwest corner of the intersection of 8th and Bannock Street. This design will generally include sufficient plans and specifications to provide for the demolition of existing infrastructure as appropriate, and installation of new infrastructure per the layouts approved in the Design Review plans for the project areas. Further specifics related to Musgrove Engineering's scope of work is provided in their proposal included in the attached Exhibit B.

GEOTECHNICAL TESTING ESTIMATE (River Myrtle \$12,000, Westside \$18,000)

A reputable Geotechnical Consulting firm will provide professional construction inspection, as required for the project. They will also provide the expertise to complete construction quality assurance tasks (i.e. compaction testing, concrete inspections) during project implementation. This is an estimated cost. Actual cost will depend on ACHD and Boise City testing requirements.

TOTAL FEE (River Myrtle \$64,500, Westside \$63,600)

\$128,100

Quadrant Consulting proposes to complete all work outlined in this proposal on a Time and Materials basis for the above estimated maximum fee in accordance with the provisions of our Master Contract with Capital City Development Corporation. We reserve the right to adjust line item budget amounts within our contract as necessary to meet the anticipated changing needs of this project as the scope of work is further developed with the Owner, public agencies, and project stakeholders.

ASSUMPTIONS

This proposal is based on certain assumptions. Should any of these assumptions be incorrect, we reserve the right to renegotiate the above contract amounts. Our assumptions include the following:

1. No improvements will be required beyond the defined project limits.
2. Compliance with Americans with Disabilities Act (ADA, 1990) will occur only within project limits to the point of adjacent matchups.
3. Environmental concerns do not exist at the site that will require remediation or provide conditions adverse to the proposed use.
4. The site is free of any irrigation and drainage facilities that could be subject to relocation, piping or other civil works.
5. Project construction will be completed by 2021. We reserve the right to adjust the fee if the project is constructed in more than one phase.
6. The project will be permitted as one complete project. We reserve the right to adjust the fee if project permitting is phased.
7. All necessary permit and application fees, including any fees levied by governmental agencies, are the responsibility of others unless noted otherwise in this proposal.
8. The preliminary geotechnical report provided by ACHD will be sufficient to permit the project. No additional report or changes will be required.

We appreciate the opportunity to present you with this proposal and look forward to working with you on this project. If this proposal is acceptable, please indicate your acceptance by signing below and returning a copy to our office. If you have any questions or concerns, please feel free to call me at 208-342-0091.

Sincerely,
QUADRANT CONSULTING, INC.

Ricardo Zavala

Ricardo Zavala, PE
Principal/Project Engineer

PROPOSAL ACCEPTED

Authorized Signature

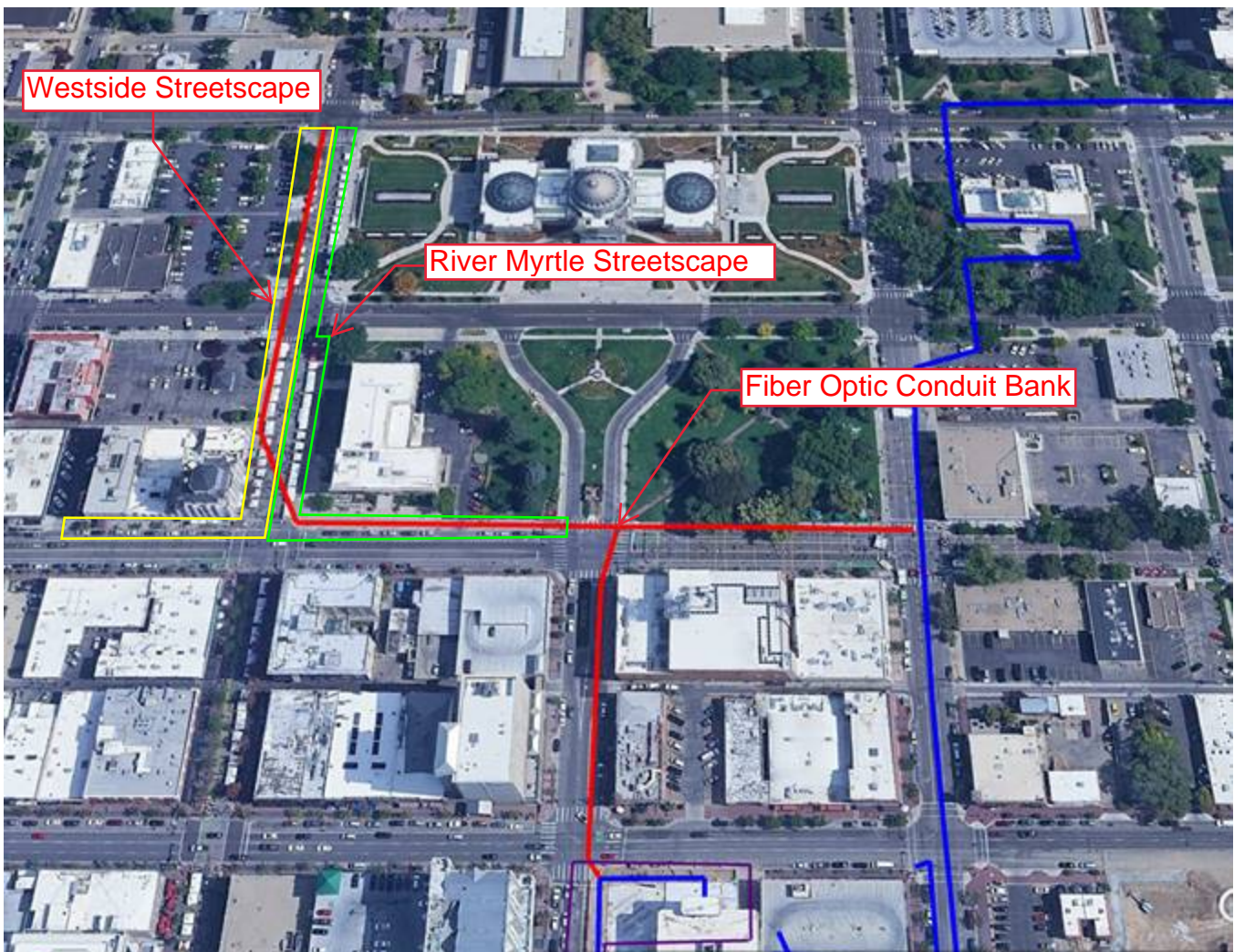
Date

From: Karl Woods <kwoods@ccdcoise.com>
Sent: Thursday, July 26, 2018 3:14 PM
To: Kim Siegenthaler; Ricardo Zavala
Subject: 8th & Bannock IT

Kim / Ricardo –

Just to get it on your radar: We've agreed to help the City install the fiber conduit as shown below in red. We can discuss more as we get further into the project. We can adjust your fee if needed as well.

Thanks –



Karl E. Woods LEED AP
Project Manager
kwoods@ccdcoise.com



**MUSGROVE
ENGINEERING, P.A.**

234 S. Whisperwood Way
Boise, Idaho 83709
Ph: 208-384-0585
Fax: 208-384-0765
www.musgrovepa.com

Charles E. Paulin, P.E. – Principal
Bill A. Carter, P.E. – Principal
Todd Nelson, P.E. – Principal
Kurt Lechtenberg, P.E. – Principal
Jason Rice, P.E. – Principal

October 29, 2019

Quadrant Consulting, Inc.
1904 W. Overland
Boise, Idaho 83705

ATTENTION: Ricardo Zavala

RE: Engineering Fee Proposal - REVISED
Project – 8th & Bannock Streetscape Upgrades

Ricardo,

We appreciate the opportunity to be a part of your design team on the above referenced project. Based on my understanding of the project, I would propose to provide the following fees for our services:

Design & Construction Documents:

Westside District:

8th Street (Westside) (Bannock to Jefferson)
Hourly, with a not-to-exceed amount of..... \$ 1,400.00

8th Street (West Side) (Jefferson Street to State Street)
Hourly, with a not-to-exceed amount of..... \$ 1,400.00

Bannock Street (North Side) (Alley to 8th Street)
Hourly, with a not-to-exceed amount of..... \$ 1,000.00

Bannock & 8th Street Vault Utilities Removal & Reinstallation
Hourly, with a not-to-exceed amount of..... \$ 10,000.00

River-Myrtle District:

8th Street (East Side) (Bannock to Jefferson)
Hourly, with a not-to-exceed amount of..... \$ 1,400.00

Bannock Street (North Side) (8th Street to Capitol Blvd)
Hourly, with a not-to-exceed amount of..... \$ 1,400.00

Permit/Bid:

Westside District:

8th Street (Westside) (Bannock to Jefferson)
Hourly, with a not-to-exceed amount of..... \$ 200.00

8th Street (West Side) (Jefferson Street to State Street)
Hourly, with a not-to-exceed amount of..... \$ 200.00

Bannock Street (North Side) (Alley to 8th Street)
Hourly, with a not-to-exceed amount of..... \$ 200.00

Bannock & 8th Street Vault Utilities Removal & Reinstallation
Hourly, with a not-to-exceed amount of..... \$ 500.00

River-Myrtle District:

8th Street (East Side) (Bannock to Jefferson)
Hourly, with a not-to-exceed amount of..... \$ 200.00

Bannock Street (North Side) (8th Street to Capitol Blvd)
Hourly, with a not-to-exceed amount of..... \$ 200.00

Construction Administration:

Westside District:

8th Street (Westside) (Bannock to Jefferson)
Hourly, with a not-to-exceed amount of..... \$ 200.00

8th Street (West Side) (Jefferson Street to State Street)
Hourly, with a not-to-exceed amount of..... \$ 200.00

Bannock Street (North Side) (Alley to 8th Street)
Hourly, with a not-to-exceed amount of..... \$ 200.00

Bannock & 8th Street Vault Utilities Removal & Reinstallation
Hourly, with a not-to-exceed amount of..... \$ 1,000.00

River-Myrtle District:

8th Street (East Side) (Bannock to Jefferson)
Hourly, with a not-to-exceed amount of..... \$ 200.00

Bannock Street (North Side) (8th Street to Capitol Blvd)
Hourly, with a not-to-exceed amount of..... \$ 200.00

The above fees are based on the following scope of work:

Design & Construction Documents:

- Electrical distribution and connections for street lighting and receptacles.
- Electrical specifications on the drawings.
- Vault utilities removal and reinstallation.

Permit/Bidding:

- Pre-bid meeting
- Addendums and interpretation of contract documents.

The following services are not included in the above fees.

- Opinion of probable construction cost.
- Value engineering revisions after bidding.
- Utility rebate submittals.

Services provided on an hourly basis shall be at the following hourly rates for 2018.
Services provided beyond 2018 shall be at the rates in effect at the time of service.

Principal.....	\$160.00/hour
Senior Project Engineer.....	\$130.00/hour
Energy Modeling.....	\$130.00/hour
Project Manager.....	\$120.00/hour
Project Engineer.....	\$100.00/hour
Project Designer.....	\$ 90.00/hour
CADD Operator.....	\$ 80.00/hour
Administrative Assistant.....	\$ 80.00/hour
Expenses (mileage, printing, travel, deliveries).....	Billed at Cost



234 S. Whisperwood Way
Boise, ID 83709
Ph: 208-384-0585
Fax: 208-384-0765
www.musgrovepa.com

OVER 40 YEARS OF
EXCELLENCE

Billings for services are issued on a monthly basis and are due within 30 days following the billing date. Any amounts unpaid at the end of 60 days following the billing date will accrue interest (from the billing date) at the rate of 1½% per month,

which will be added to the unpaid balance.

Musgrove Engineering will perform its services using the degree of care and skill ordinarily exercised by design professionals performing similar services in the same locality under similar circumstances and conditions.

I sincerely appreciate the opportunity to present you with this proposal, Ricardo. If this proposal meets your approval, please sign it in the appropriate space below and return it to me, retaining a copy for your files.

Respectfully,

Kurt Lechtenberg, P.E., LEED AP

KL/eby

Project: 8th & Bannock Streetscape Upgrades.

Client: Quadrant Consulting, Inc.

Approved this _____ day of _____, 2019.

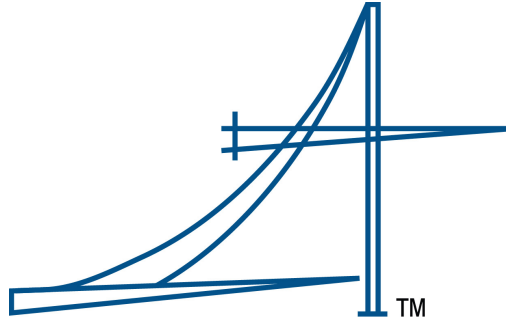
By _____
(Please Print Name & Title) (Signature)

Note: We cannot begin work on any project without receipt of a signed contract. Payment for services is due after completion of services – whether or not the project proceeds into construction.



234 S. Whisperwood Way
Boise, ID 83709
Ph: 208-384-0585
Fax: 208-384-0765
www.musgrovepa.com

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ALLY STRUCTURAL CONSULTING

January 8, 2019

Kim Siegenthaler
Jensen Belts Associates
1509 Tyrell Lane, Ste 130
Boise, Idaho 83706

Regarding: Structural Consulting Services
8th & Bannock Streetscape
Hoff Building Vault

Ms. Siegenthaler:

Ally Structural Consulting, LLC is pleased to provide you with our proposal for the above-referenced project.

Project Description:

This project is the reconstruction and partial in-filling of an existing basement vault below the sidewalk at 8th & Bannock. The area of the basement vault is about 1,500 square feet with about 500 square feet to be in-filled.

The in-filled area will be constructed with a new retaining wall at the building face and a concrete slab atop the backfill.

The reconstructed area will be constructed of a 4" concrete wear slab atop a waterproof membrane and concrete over steel deck slab. The slabs will be supported by steel beams spanning between the existing wall at the curb and new steel beams and columns at the building line. The steel columns at the building line will sit upon new concrete footings.

Requirements for Fulfillment of Scope of Work:

It will be the Client's responsibility to provide full project requirements to Ally Structural Consulting, including but not limited to:

- Project goals and requirements.
- Time schedules.
- Civil/Topographical drawings.
- Any other relative information the Client may have access to that may affect the work of the project.

Scope of Work:

It is our understanding that Ally Structural Consulting’s scope of work for this project includes the following:

Construction Documents:

- Stamped structural calculations.
- Stamped structural drawings.
- Up to (2) Design meetings.
- Respond to permitting plan review comments.

Construction Administration:

- Shop drawing and informational submittal review.
- Respond to requests for information from the contractor.
- Site observation visits.

Fee for Scope of Work:

Construction Documents:	\$5,125 Fixed Fee
Construction Administration:	\$3,750 Hourly Not To Exceed

Ally Structural Consulting will provide monthly invoices for work completed during the billing period. The hourly rate for this project shall be \$125/Hour.

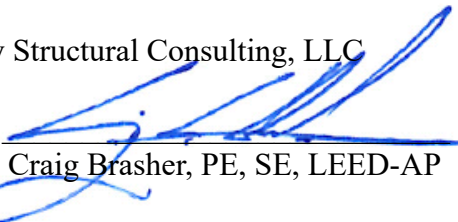
Terms:

Payment will be due within 30 days upon receipt. A one and one-half percent (1 ½%) per month interest charge, which is eighteen percent (18%) per year, will be assessed on all past due invoices. All reimbursement expenses will be billed out at a rate of 1.0 times the cost, which includes travel outside the Treasure Valley per diem and lodging if required, overnight shipments and document printing and copying. All work that is not covered in the scope of work or scope of services will be considered additional services and will be billed as such per our hourly rate schedule.

Please sign this letter as your acceptance of this proposal and return it to our office. We appreciate your business and look forward to partnering with you on this project.

Sincerely,

Ally Structural Consulting, LLC

By: 
Craig Brasher, PE, SE, LEED-AP

Accepted:

Jensen Belts Associates

Date: _____



AGENDA BILL

Agenda Subject: Approval of Ranking for RFQ: Construction Manager / General Contractor (CM/GC) for 8 th & Bannock Streetscape Improvements Project	Date: March 9, 2020
Staff Contact: Kathy Wanner Contracts Specialist Karl Woods Project Manager	Attachments: A. Resolution No. 1641 B. Request for Qualifications – issued January 24, 2020 C. Final Evaluation Tally
Action Requested: Adopt Resolution No. 1641 approving the ranking for the RFQ: Construction Manager - General Contractor (CM/GC) for the 8 th & Bannock Streetscape Improvements Project and authorize the Executive Director to negotiate and execute a Construction Manager / General Contractor (CM/GC) Agreement.	

BACKGROUND

The 8th & Bannock Streetscape Improvements project was envisioned as a way to provide a safer bike connection between the North End and downtown and to activate street level frontages by continuing the successful pattern language found on 8th Street between Main and Bannock two blocks to the north. This remaining linkage will complete the pedestrian and bike network from State Street to the Boise River.

Downtown growth also is changing how public spaces are used, creating a need for design enhancements and improvements to address those opportunities. In cooperation with the City of Boise, the State of Idaho, and the Ada County Highway District, the Agency will construct the following improvements:

- **Streetscape Improvements: Bannock Street (north side) from Capitol Boulevard to the parking lot west of the Garro Building**
 - Full reconstruction of streetscapes compliant with the City of Boise’s Streetscape Standards, including suspended pavement systems.
 - Replacement of irrigation system and some trees.
 - Install historic light pole assemblies.
 - New concrete sidewalks with brick furnishing zones.

- Vault reconstruction adjacent Hoff Building.
- Mill and inlay of Bannock Street from 9th Street to Capitol Boulevard
- **Streetscape Improvements: 8th Street from Bannock Street to State Street**
 - Full reconstruction of streetscapes compliant with the City of Boise’s Streetscape Standards, including suspended pavement systems.
 - Enhance existing bike lane with protective concrete median separating the bike lane from the vehicle travel lane.
 - Replacement of irrigation system and some trees.
 - Install historic light pole assemblies.
 - Brick paving repairs as needed.
 - Vault reconstruction adjacent Hoff Building.
 - Rebuild of 8th Street from Bannock to State
- **Conduit Bank Construction: 8th Street from Bannock Street to State Street; Bannock Street from 8th St. to Capitol Blvd.**
 - Install underground spare conduit runs and vaults for future fiber optic and telecommunication expansion.
 - Connect existing conduit bank/vault system towards City Hall in coordination with City of Boise.
 - Installation will require a combination of trenching and boring.
- **Geothermal Lines – Bannock Street from 9th Street to Capitol Boulevard.**

The program of improvements is extensive and will require precise planning and coordination. Due to the complexities inherent to streetscape construction in the downtown core, the level of pedestrian, bicycle and vehicle traffic in the area, and the proximity to the State Capitol, Agency staff determined the best approach for this project would be to utilize the **Construction Manager / General Contractor (“CM/GC”)** construction delivery method.

THE CM/GC DELIVERY METHOD

The Agency has hired a CM/GC on four prior occasions with success: for renovation of The Grove Plaza; the 2016 LIV District (Broad Street) Public Infrastructure Improvements; the Central District Closeout project; and most recently, and currently in progress, the Westside Urban Park Project. The CM/GC is selected through a qualifications-based selection process in accordance with Idaho Code. For public works construction, CM/GCs must hold both a Construction Manager license and a Public Works Contractor license. Throughout the project the CM/GC represents the Agency to ensure a predictable and manageable construction project that can be built on time and within the budget.

The Agency selected Jensen Belts Associates to provide design services for the project. During the design period, the CM/GC provides construction manager services to help develop a constructible design that stays within the Agency’s budget. Around the 90% design stage, the Board will oversee amendment of the contract to provide for the Guaranteed Maximum Price (GMP) for construction. The GMP is a key benefit of all CM/GC contracts: the contractor guarantees the construction price – making the contractor “at risk” if the price goes higher. At

that point, the CM (Construction Manager) becomes the GC (General Contractor) to construct the project.

HIRING THE CM/GC

The Agency issued a Request for Qualifications (RFQ) on January 24, 2020, inviting licensed CM/GC companies to submit Statements of Qualifications (SOQ). Public notice was published in the *Idaho Statesman* newspaper on January 24 and January 31. Notice was also sent to twelve (12) general contractors holding the requisite Construction Manager license. Representatives from two different construction companies attended a pre-proposal meeting on February 4. Two companies submitted qualifications by the February 12, 2020 submission deadline: Guho Corp. and Wright Brothers, The Building Company. Each of these companies is to be commended for the quality of their proposals and the expertise and competency of their work as evidenced in their SOQs.

A four-person evaluation panel to review the SOQs included the Agency's project manager, the project's landscape architect and civil engineer and the City of Boise. The two SOQs were evaluated on the following criteria as specified in the RFQ: cover sheet, waiver and release, company profile, CM/GC approach, project manager/point of contact, budget control, scheduling, and previous similar experience. Because of the thoroughness of the SOQs and the panel's extensive, firsthand experience working with the two companies, the panel felt it unnecessary to require interviews.

After review, the panel members' scoring was unanimous that **Guho Corp.** was the best qualified and highest ranked proposer for this project for these reasons:

- Guho Corp. has an extensive background in Public Works Construction in urban areas and has become the area's expert in streetscape construction;
- The company has provided Anthony Guho as project manager and Rob Cloninger as superintendent, both of whom have conducted professional management processes, exceeded expectations in schedule and budget, and delivered high quality results in past construction management and general contracting work for the Agency and other public agencies;
- Guho Corp. provides a cohesive team approach and an unparalleled understanding of the scope of work;
- Guho Corp. excels at continuous coordination and collaboration with all stakeholders and jurisdictions involved in the project from pre-construction to completion, which is exemplified in their ability to provide a well-thought-out schedule to meet all expectations;
- Guho Corp. displayed proven performance in managing projects with multiple funding sources and multiple guaranteed maximum prices (GMP);
- References attested that Guho Corp.'s pre-construction management services are strong and advantageous to the success of a project; and,
- The Agency's own experience with Guho Corp. including LIV District / Broad Street / Central District closeout public improvements and a variety of

streetscapes projects, including the current 6th Street Streetscapes Improvements, has been commendable and has revealed that they are dedicated to giving the project the attention it requires.

Please see Attachment C for the panel's scoring of the companies. In accordance with Idaho Code § 67-2320(2), securing the services of the CM/GC firm will involve negotiating with the highest ranked firm for a contract to perform the services at a reasonable and fair price. If the Agency is unable to negotiate a satisfactory contract, the Agency may undertake negotiations with the next highest ranked firm for a contract at a reasonable and fair price. State statute establishes this process so that the public receives a fair price for professional services.

FISCAL NOTES

The CM/GC agreement shall define the terms of the contractual relationship between the Agency and the chosen firm, including the hourly rates charged for the CM/GC services. The FY 2020 budget includes sufficient funding for this project.

STAFF RECOMMENDATION

Staff recommends that the Board find it in the best interest of the public and of the Agency to adopt Resolution No. 1641 approving the ranking for the RFQ: CM/GC for the 8^h & Bannock Streetscape Improvements Project; authorize the Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement in accordance with that ranking and the requirements set forth state statute.

Suggested Motion:

I move to adopt Resolution No. 1641 approving the ranking for the RFQ: CM/GC for the 8th & Bannock Streetscape Improvements Project, and to authorize the Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement for the 8th & Bannock Streetscape Improvements Project.

ATTACHMENT A

RESOLUTION NO. 1641

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE RANKING FOR THE AGENCY'S RFQ - CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC) 8TH & BANNOCK STREETScape IMPROVEMENTS PROJECT IN ACCORDANCE WITH IDAHO CODE SECTION 67-2320; AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO NEGOTIATE THE CM/GC AGREEMENT BASED ON THE RANKING AND TO EXECUTE THE AGREEMENT AND ANY OTHER NECESSARY DOCUMENT OR AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, the 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, in cooperation with the City of Boise and the Ada County Highway District, the Agency seeks to make certain transformative improvements and enhancements to certain portions of 8th Street and Bannock Street, including installation of geothermal and fiber optic resources, innovative storm water solutions, dedicated bike lanes, creative streetscape design, and street reconstruction, all in an effort to contribute as a catalyst to economic development and downtown reinvestment by private entities; and,

WHEREAS, due to the complexities of the construction site and the unique improvements and enhancements that are planned and due to the desired timelines associated with the construction, the Agency determined that the best approach for construction of the improvements is to hire a Construction Manager/General Contractor (“CM/GC”); and,

WHEREAS, Idaho Code § 54-4511 allows for public agency utilization of CM/GC services; and,

WHEREAS, the Agency issued a Request for Qualifications (“RFQ”) inviting properly licensed CM/GC firms interested in managing the construction of the 8th and Bannock Streetscape Improvements Project to submit Statements of Qualifications (“SOQ”) in accordance with the criteria and procedures set forth in the RFQ; and,

WHEREAS, the Agency published the requisite public notice of the RFQ in the *Idaho Statesman* newspaper on January 24 and January 31, 2020; and,

WHEREAS, the SOQ submissions were due to the Agency on February 12, 2020, by 2:00 p.m., and the Agency did receive two (2) SOQs from the following properly licensed firms: Guho Corp. and Wright Brothers, The Building Company LLC; and,

WHEREAS, the SOQs were evaluated for compliance with the technical requirements as prescribed in the RFQ and were scored and ranked on the bases of qualifications and demonstrated competence by a four-person panel; and,

WHEREAS, following the evaluation of the SOQs, the Agency ranked the SOQs as follows:

1. Guho Corp.
2. Wright Brothers, The Building Company, LLC

WHEREAS, the panel’s collective scoring showed that Guho Corp. was the best qualified and highest ranked proposer because:

- Guho Corp. has an extensive background in Public Works Construction in urban areas and has become the area’s expert in streetscape construction;
- The company has provided Anthony Guho as project manager and Rob Cloninger as superintendent, both of whom have conducted professional management processes, exceeded expectations in schedule and budget, and delivered high quality results in past construction management and general contracting work for the Agency and other public agencies;

- Guho Corp. provides a cohesive team approach and an unparalleled understanding of the scope of work;
- Guho Corp. excels at continuous coordination and collaboration with all jurisdictions involved in the project from pre-construction to completion, which is exemplified in their ability to provide a well-thought-out schedule to meet all jurisdictions' expectations;
- Guho Corp. displayed proven performance in managing projects with multiple funding sources and multiple guaranteed maximum prices (GMP);
- References attested that Guho Corp.'s pre-construction management services are strong and advantageous to the success of a project;
- The Agency's own experience with Guho Corp. including LIV District / Broad Street / Central District closeout public improvements and a variety of streetscapes projects, including the current 6th Street Streetscapes Improvements, has been commendable and has revealed that they are dedicated to giving the project the attention it requires; and,

WHEREAS, for these reasons, Agency is recommending that the Agency Board approve the ranking in accordance with Idaho Code § 67-2320(2); and,

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve the ranking for its RFQ – CM/GC 8^h & Bannock Streetscape Improvements and to authorize the Agency's Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement in accordance with that ranking and the requirements set forth in Idaho Code § 67-2320.

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 Board affirms the following ranking for the RFQ – CM/GC 8th & Bannock Streetscape Improvements Project.

1. Guho Corp.
2. Wright Brothers, The Building Company LLC

Section 3: That the Board authorizes the Agency's Executive Director to negotiate a Construction Manager / General Contractor Agreement with the top-ranked proposer, Guho Corp., for the 8th & Bannock Streetscape Improvements Project, and in the event an agreement cannot be reached, that the Executive Director is authorized to negotiate the agreement with the next ranked proposer, in accordance with Idaho Code § 67-2320.

Section 4: That the Board authorizes the Agency Executive Director, upon successful negotiations, to finalize, sign, and enter into the Construction Manager / General Contractor Agreement consistent with the Board's stated instructions at the March 9, 2020, Agency Board Meeting and further authorizes the Agency Executive Director to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by Agency legal counsel that all necessary conditions have occurred; and further, the Agency Executive Director is authorized to perform any and all other duties required pursuant to the Construction Manager / General Contractor Agreement, including the expenditure of funds.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on March 9, 2020. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 9, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Chair

ATTEST:

By: _____
Secretary

ATTACHMENT B



REQUEST FOR QUALIFICATIONS

8TH & BANNOCK STREETScape IMPROVEMENT PROJECT

CONSTRUCTION MANAGER / GENERAL CONTRACTOR
(CM/GC) SERVICES

PROPOSALS DUE: FEBRUARY 12, 2020 by 2 P.M. local time

January 24, 2020

Dear Proposer:

In accordance with the qualification-based selection process set forth in Idaho Code § 67-2320, Capital City Development Corporation (CCDC) will accept submissions about qualifications to perform Construction Manager / General Contractor (CM/GC) services for its 8th & Bannock Streetscape Improvements Project. Proposers must be licensed in Idaho with both construction manager and public works contractor licenses.

CCDC plans to hire a CM/GC to deliver a complex, multi-layer public works improvements project in the River-Myrtle / Old Boise and Westside Urban Renewal Districts. This project will incorporate construction of standard and custom streetscape improvements in public rights-of-way including unique features such as: street furnishings; historic street lights; suspended pavement systems; green storm water infrastructure; brick paving systems; patterned concrete; integrated bike facilities; conduit banks; geothermal lines; and subgrade vault modifications.

Written proposals will be accepted at the offices of CCDC at 121 N. 9th Street, Suite 501, Boise, Idaho 83702 until **2 p.m. local time on February 12, 2020**. Proposals will be evaluated on the basis of qualifications as specified in this Request for Qualifications (RFQ). A selection committee will evaluate each of the proposals and may choose to conduct interviews with one or more of the Proposers.

CCDC reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate CCDC to award a contract. CCDC will pay no costs incurred by Proposers in responding to this RFQ. CCDC may, in its discretion, cancel this process at any time prior to execution of a contract without liability.

A Pre-Proposal Meeting will be held at the CCDC offices at 2 p.m. on February 4, 2020. Attendance by Proposers is strongly recommended but not required.

CCDC appreciates your interest in meeting the needs of the agency and the citizens of Boise.



Kathy Wanner
Contracts Specialist



121 N 9TH ST, SUITE 501 BOISE, ID 83702
208-384-4264 WWW.CCDCBOISE.COM

INSTRUCTIONS TO PROPOSERS

1.1 Proposal Information

Proposals must be sealed and plainly marked for delivery as follows:

Capital City Development Corporation
Attn: Kathy Wanner, Contracts Specialist
121 N. 9th Street, Suite 501
Boise, Idaho 83702

Please indicate “CM/GC: 8TH & BANNOCK STREETSCAPE IMPROVEMENTS - SEALED PROPOSAL ENCLOSED” on the outside of the envelope. Don’t forget to sign your proposal. Unsigned proposals will not be accepted.

Proposals must include: ONE (1) signed original proposal; FOUR (4) printed copies of the proposal; and a digital (PDF) version of the entire proposal on either ONE (1) flash drive or ONE (1) compact disk. Late or incomplete proposals will not be accepted. Email or fax proposals will not be accepted. DO NOT FAX YOUR PROPOSAL.

SUBMISSION DEADLINE: 2 p.m. local time, FEBRUARY 12, 2020

Proposer assumes full responsibility for the timely delivery of its proposal package to CCDC. Proposer will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of CCDC and will not be returned.

PROJECT INFORMATION

2.1 Background

CCDC has an on-going program of constructing streetscapes in downtown Boise to create a network of pedestrian-friendly streets and a distinct identity for the downtown area. This year CCDC is concentrating its enhancement efforts in the area of 8th and Bannock Streets. Downtown growth is changing how public spaces are used, creating a need for design enhancements and improvements to address those opportunities. CCDC has budgeted approximately \$2,000,000 for all costs (including design) related to the construction of the improvements listed below.

Jensen Belts Associates is the lead design consultant for the project. The design consultant role includes meetings with public agencies and private stakeholders to coordinate design and to gain approvals in addition to working closely with the CM/GC during pre-construction and construction phases.

2.2 Contemplated Improvements

The following list summarizes the improvements to be delivered by the CM/GC through multiple bid packages. Please see Exhibits C and D for a depiction of these improvements.

- **Streetscape Improvements: Bannock Street (north side) from Capitol Boulevard to the parking lot west of the Garro Building**
 - Full reconstruction of streetscapes compliant with the City of Boise’s Streetscape Standards, including suspended pavement systems.
 - Replacement of irrigation system and some trees.
 - Install historic light pole assemblies.
 - Brick paving repairs as needed.
 - Vault reconstruction adjacent Hoff Building.
 - Mill and inlay of Bannock Street from 9th Street to Capitol Boulevard

- **Streetscape Improvements: 8th Street from Bannock Street to State Street**
 - Full reconstruction of streetscapes compliant with the City of Boise’s Streetscape Standards, including suspended pavement systems.
 - Enhance existing bike lane with protective concrete median separating the bike lane from the vehicle travel lane.
 - Replacement of irrigation system and some trees.
 - Install historic light pole assemblies.
 - Brick paving repairs as needed.
 - Vault reconstruction adjacent Hoff Building.
 - Rebuild of 8th Street from Bannock to State

- **Conduit Bank Construction: 8th Street from Bannock Street to State Street; Bannock Street from 8th St. to Capitol Blvd.; and routing to City Hall to be coordinated with City of Boise.**
 - Install underground spare conduit runs and vaults for future fiber optic and telecommunication expansion.
 - Connect existing conduit bank/vault system to City Hall in coordination with City of Boise, under separate contract.
 - Installation will require a combination of trenching and boring.

- **Geothermal Lines – Bannock Street from 9th Street to Capitol Boulevard. See Exhibit D.**

2.3 Project Schedule

Conceptual plans are underway and were submitted to the City of Boise Design Review Committee on January 24. The successful CM/GC will be given approved DR plans (30% drawing set) to develop an initial estimate. Preconstruction is expected to start as early as March 2020 and continue until the last Guaranteed Maximum Price (GMP) is approved. Construction is expected to start June 2020 and completed by December 31, 2020.

2.4 CM/GC Scope of Services

All CM/GC contracted services must be performed by staff properly licensed in the State of Idaho. The following services are anticipated in the CM/GC Services agreement with CCDG. The descriptions are illustrative in nature and not exhaustive. The actual scope of services will be negotiated after this RFQ selection process has concluded.

Preconstruction Phase, for Design and Bidding and Long Lead Procurement Services:

- Work with CCDC staff and the design team to review the project and visit the work areas to become familiar with the project;
- Work cooperatively with other agencies including the City of Boise, the Ada County Highway District, the State of Idaho, as well as owners of adjacent properties;
- Review draft design drawings and specifications to identify clarity and constructability issues; provide cost estimates as needed;
- Work with staff to develop a project schedule and refine the logistics plans;
- Develop and obtain trade contract scopes and other contract documents;
- Obtain competitive bids for all the work, materials, and equipment; conduct pre-bid meetings and site tours;
- Work with CCDC staff and the design team to address questions, issue addendums, and publically open bids;
- Procure long-lead material items such as specialty site furnishings, historic street lights, suspended pavement systems, and geothermal pipe and fittings;
- Work with CCDC staff and the design teams to value engineer the design and reconcile budget overruns as needed;
- Research and coordinate with specialty contractors and vendors on specialized items such as suspended pavement systems and geothermal materials;
- Work with CCDC staff to derive and negotiate project Guaranteed Maximum Price.

Prior to release of the first package for the subcontractor bidding, the CM/GC shall submit a bid package estimate that itemizes all bid packages to be bid and awarded and which includes the CM/GC's estimate of the cost of each bid package. As permitted by CCDC, the bid package estimate will include line items for any work the CM/GC proposes to self-perform. The CM/GC's overhead, profit, and contingencies shall be identified in separate line items. The total of the bid package estimate shall equal the construction cost on the CM/GC's most recent estimate.

Construction Phase Services:

- Obtain project bonding, issue subcontracts and trade contracts, and obtain permits for all the work;
- Serve as the General Contractor and as a licensed Construction Manager, including:
 - Manage the construction process including coordination, planning, trade contractor management, submittals management, and requests for information;
 - Manage accounting of multiple project scopes and funding sources as requested by CCDC
 - Review and negotiate change orders, coordinate safety programs, resolve issues and claims;
 - Conduct and coordinate inspections, review and pay trade invoices, update construction schedules;
 - Conduct coordination meetings;
 - Maintain records, record documents and manuals, develop and monitor punch list, coordinate and assist with warranty corrections;
 - Coordinate with the CCDC's project manager and design teams; and
 - Plan and provide general condition services such as superintendence, mobilization, storage areas, staging, et cetera.
- Obtain permission from and coordinate access with public and private property owners affected by the construction activity.

2.5 Special Instructions

Throughout the project, the CM/GC shall provide CCDC with professional construction management and contractor services and represent CCDC's interests in completing the project on time, within set budgets, and as planned with minimum difficulties. It is anticipated that a contract based on ConsensusDocs will form the basis of agreement for CM/GC services to be entered into for the project; provided however, CCDC reserves the right to change, modify, or amend the final contract to be entered into by the parties.

GENERAL CONDITIONS

3.1 Intent of RFQ

It is the intent of CCDC to run a Qualification Based Selection process to select a company capable of providing the CM/GC services outlined within this proposal. The CM/GC ranked highest will be approached to negotiate the contract necessary for this project. If a contract cannot be negotiated, CCDC will then approach the next highest ranked company to negotiate the contract. CM/GC is not guaranteed work nor compensation until under contract with CCDC.

3.2 Reserved Rights

CCDC reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Code Title 50, Chapter 20 (Idaho Urban Renewal Law) and Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions). CCDC reserves the right to waive any formalities or defects as to form, procedure, or content with respect to its Request for Qualifications and any irregularities in the proposals received, to request additional data and information from any and all Proposers, to reject any proposals based on real or apparent conflict of interest, to reject any proposals containing inaccurate or misleading information, and to accept the proposal or proposals that are in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate CCDC to select a company nor award a contract. CCDC may in its discretion cancel, postpone, or amend this RFQ at any time without liability.

3.3 Public Records

CCDC is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Chapter 1, Title 74, Idaho Code. The Public Records Act contains certain exemptions – one of which that is potentially applicable to part of your response is an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in a proposal are not trade secrets.

If any Proposer claims any part of a proposal is exempt from disclosure under the Idaho Public Records Act, the Proposer must: 1.) Indicate by marking the pertinent document "CONFIDENTIAL"; and 2.) Include the specific basis for the position that it be treated as exempt

from disclosure. Marking the entire proposal as “Confidential” is not in accordance with Idaho Public Records Act and will not be honored.

CCDC, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. By claiming materials to be exempt from disclosure under the Idaho Public Records Act, Proposer expressly agrees to defend, indemnify, and hold CCDC harmless from any claim or suit arising from CCDC’s refusal to disclose such materials pursuant to the Proposer’s designation. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel prior to submission.

3.4 Insurance

Prior to executing any contract for CM/GC services with CCDC or commencing any work under the contract, the CM/GC will be required to provide evidence of the coverages listed below and pay all costs associated with the insurance coverage. Insurance policies or certificates of insurance will name CCDC as the named insured, and the CM/GC will maintain these minimum insurance coverages during the entire term of the contract:

- a. Professional Liability Insurance coverage with minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence and a minimum aggregate limit of One Million Dollars (\$1,000,000.00). NOTE: CGL policies do not provide coverage for the type of professional services the CM will be performing during the pre-construction phase of the project, therefore Professional Liability Insurance coverage must be obtained.
- b. Commercial General Liability Insurance coverage with minimum coverage of Two Million Dollars (\$2,000,000.00) on an occurrence basis (not a claims-made basis).
- c. Automobile Insurance coverage with minimum coverage of Five Hundred Thousand Dollars (\$500,000.00) per occurrence for owned, non-owned, and hired vehicles.
- d. Worker’s Compensation Insurance in an amount as required by statute and Employer’s Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence, for all of the company’s employees to be engaged in work on the project under contract and, in the case any such work is subcontracted, the CM/GC company will require Subcontractors and trade contractors similarly to provide Worker’s Compensation and Employer’s Liability Insurance for all the Subcontractors and trade contractors to be engaged in such work.

3.5 Bonding

As the General Contractor, the CM/GC must have the capability to bond for 100% of the contract price of the project estimated at the time the contract is negotiated and until such time that the entire project bids, the overall GMPs for the work are established, and the bond is delivered to CCDC. Proposer shall indicate within their cover letter that they certify that they have the bonding capacity to meet the requirements of this RFQ.

The performance and payment bonds shall be AIA Document A312 (2010 or the most recent edition) or a standard surety form certified approved to be the same as the AIA A312 form and shall be executed by a surety or sureties reasonably acceptable to CCDC and authorized to do business in the State of Idaho.

3.6 Taxes

CCDC is exempt from federal and state taxes. Items purchased by CCDC and put into use by a contractor are subject to Idaho Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor's pricing.

3.7 Legal Residency Requirement

By submitting a proposal, the Proposer attests, under penalty of perjury, that they are a United States citizen or legal permanent resident or that they are otherwise lawfully present in the United States pursuant to federal law. Prior to being issued a contract, the company will be required to submit proof of lawful presence in the United States in accordance with Idaho Code § 67-7903.

3.8 Dual-Capacity License Requirements

Proposals will be accepted from Idaho licensed construction managers and the company of which they are a principal or full-time employee who, prior to the proposal deadline, also have a valid public works contractor license as a general contractor pursuant to Idaho Code § 54-1902. Idaho Code § 54-1902 requires that public works contractors and subcontractors have the appropriate Public Works License for the particular type of construction work involved, and the general contractor must perform at least 20% of the work under contract.

SUBMISSION, EVALUATION, AND SELECTION

4.1 Pre-Proposal Meeting

A Pre-Proposal Meeting will be held at the CCDC offices at 2 p.m. on February 4, 2020. The design team will be in attendance to explain the project and answer questions. Attendance by Proposers is strongly recommended but not required.

4.2 Required Submission Materials and Format

Proposers must submit the following completed forms by the proposal deadline:

- RFQ Submittal Cover Sheet (attached to this RFQ as Exhibit A)
- RFQ Waiver and Release (attached to this RFQ as Exhibit B)
- Signed Cover Letter
- ONE (1) signed original proposal
- FOUR (4) printed copies of the proposal
- a digital (PDF) version of the entire proposal on *either* one (1) flash drive or one (1) compact disk.

Failure to submit all requested information may render any proposal unresponsive and void.

4.3 Addenda

In the event it becomes necessary to revise any part of this RFQ, addenda will be issued. Information given to one Proposer will be available to all other Proposers if such information is necessary for purposes of submitting a proposal or if failure to give such information would be prejudicial to uninformed Proposers. It is the Proposer's responsibility to check for addenda prior to submitting a proposal. Failure to do so may result in the proposal being declared non-responsive. No addenda will be issued fewer than four (4) business days before the proposal deadline unless the deadline is extended. Proposer shall indicate within their cover letter the addenda number(s) which they have incorporated into their submittal.

4.4 Scoring

Proposals must include the following information in the sequence set forth below. This format is meant to allow uniform review and easy access to information by the evaluation committee. For each of the specific articles listed below, Proposers should include a complete description of qualifications to serve as a CM/GC. Proposers are invited to include information about innovative methods and/or procedures that they can provide to assist in ensuring successful completion of this project; unique qualities and/or capabilities and cost efficiencies should be identified. Proposers acknowledge they will be ranked according to each article below, with points applied per article (200 points total):

RFQ Submittal Cover Sheet (Exhibit A) 5 Points

RFQ Waiver and Release (Exhibit B) 5 Points

Signed Cover Letter – limit one page 0 Points

A signed letter briefly stating the Proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement as to why the company believes it is qualified to perform CM/GC services for the project, and a statement certifying that they have the bonding capacity to meet the requirements of this RFQ.

Detailed Proposal – organized with the following information:

a. Company Profile: Describe the company's history, size, resources, philosophy of service, typical volume of work, and construction management techniques and methods. Describe how your particular expertise, experience, techniques, and culture can be an advantage to CCDG in completing the project. 20 Points

b. CM/GC Approach: Describe the company's philosophy and approach to providing CM/GC services. Include a description of how the company will work to successfully meet the needs of the agency from design through construction in a seamless, efficient, and non-disruptive manner. Identify the activities that you see as being most important to the success of the project and elaborate on the anticipated benefits of these activities to the project. 40 Points

c. Project Manager/Point of Contact: A dynamic, well organized, and experienced team is needed for this project. Identify the personnel to whom construction management responsibility will be assigned by names, titles, roles, qualifications, years of experience, relevant project experience, and resumes. Include personnel information for both pre-construction and construction services and describe why the specific

personnel were selected for inclusion on the team. Include Idaho Public Works Construction Manager License information and resumes. 40 Points

d. Budget Control: Submit detailed information of how your company provides and periodically updates cost estimates and participates in Value Engineering; specifically describe the role of your company in the decision making process when cost overruns are anticipated. Describe how your company tracks and reports construction costs, including line item costs for each bid package, fees, permits, reimbursable costs, CM fees, and all other project costs. Finally, describe how your company would administratively manage, track, and invoice for the various separate cost categories that comprise the Total Contract Cost. 20 Points

e. Scheduling: Outline your company's understanding of the local construction market as it relates to this project and how your company will ensure the proposed staff will be available at the proper times to complete this project on schedule. Include explanations of your existing and upcoming projects within the area, sub-contractor availability, and approaches to reach-out/solicit to sub-contractors. Describe the primary scheduling techniques the company uses and the software you will employ to produce an effective construction schedule. Provide examples of successful construction management and scheduling services provided on complex, multi-phase projects. Discuss in detail how you intend to enforce contract schedule compliance. 20 Points

g. Previous Similar Experience: List the company's experience for the five (5) most similar projects (in terms of size, nature and complexity) completed within the last 10 years. Projects including green storm water infrastructure, suspended pavement systems, geothermal line installation and replacement, and downtown streetscape improvements are of particular interest. Clearly identify the project scope, cost, and the company's responsibilities on the project, and identify the year each project was completed. For each project, provide a reference contact name, title, and phone number, and role on the project. Please focus on company experience – do not include individual experience for projects performed while individuals were employed by other companies. As applicable, describe the company's systems approach, including a management plan and project management control systems that will be used on this project for CCDC. 50 Points

4.5 Evaluation of Proposer

Proposals will be evaluated based on the Proposer's response and qualifications by a selection committee that may include CCDC employees and consultants. Before a CM/GC is selected, CCDC will conduct reference investigations and may conduct interviews to evaluate the Proposer's ability to perform the size and type of work anticipated and to determine the quality of the service being offered. By submitting a proposal, the Proposer authorizes CCDC to conduct reference investigations as needed and to conduct interviews where the Proposers will be evaluated based on the information described in this RFQ.

4.6 Qualification-Based Selection

Selection will be based on the procurement rules set forth in Idaho Code § 67-2320. Final selection is made by the CCDC Board of Commissioners. CCDC has the right to waive or alter submission requirements or to reject any or all proposals, consistent with Idaho law. It is the Proposer's responsibility to conform to all applicable federal, state, and local statutes or other

applicable legal requirements. The information provided herein is intended to assist Proposers in meeting applicable requirements but is not exhaustive, and CCDC will not be responsible for any failure by any Proposer to meet applicable requirements.

4.7 Modification or Withdrawal of Proposal

A proposal may be modified or withdrawn by the Proposer prior to the submission deadline set forth in this RFQ. After the submission deadline, the submitted proposal shall remain in effect for a minimum of 90 days for evaluation and contracting purposes.

4.8 QUESTIONS

Direct questions to: Kathy Wanner, Contracts Specialist
(208) 384-4264 or kwanner@ccdcoise.com

EXHIBITS TO THIS RFQ:

- A: RFQ Submittal Cover Sheet
- B: RFQ Waiver and Release
- C: 8th & Bannock Streetscape Improvements Location Map
- D: Geothermal Locations

EXHIBIT A

**RFQ: CM/GC SERVICES – 8TH & BANNOCK STREETScape IMPROVEMENTS PROJECT
SUBMITTAL COVER SHEET
(REQUIRED FOR SUBMISSION)**

TO: Capital City Development Corporation
Attn: Kathy Wanner, | Contracts Specialist
121 N. 9th Street, Suite 501
Boise, Idaho 83702

FROM:

Company Name: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Company officer responsible to CCDC for CM/GC services contemplated by this RFQ:

SIGNATURE: X _____

Print Name and Title: _____

License Information: Idaho Public Works Contractor License # _____

Idaho Public Works Construction Management License # _____

held by _____ (name of licensed CM who will be responsible).

EXHIBIT B

**REQUIRED WAIVER & RELEASE
(REQUIRED FOR SUBMISSION)**

The undersigned has read this waiver and release and fully accepts the Capital City Development Corporation's (CCDC) discretion and non-liability as stipulated herein, and expressly for, but not limited to, CCDC's decision to proceed with a qualification based selection process in response to the Request for Qualifications (RFQ) to select a company to supply CM/GC services to CCDC for the project.

- A. Discretion of CCDC: The Proposer submitting a response to this CM/GC RFQ agrees that CCDC has the right to, unless contrary to applicable state law:
 - a. Modify or suspend any and all aspects of the process seeking proposals and making any decisions concerning the CM/GC services RFQ;
 - b. Obtain further information from any person, entity, or group regarding the Proposer, and to ascertain the depth of Proposer's capability and experience for supplying CM/GC services and in any and all other respects to meet with and consult with any Proposer or any other person, entity, or group;
 - c. Waive any formalities or defects as to form, procedure, or content with respect to CCDC's RFQ to select a CM/GC firm and any response by any Proposer thereto;
 - d. Accept or reject any sealed proposal received in response to the RFQ, including any sealed proposal submitted by the undersigned; or select any one proposal over another in accordance with the selection criteria; and
 - e. Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of proposal.

- B. Non-Liability of CCDC:
 - a. The undersigned agrees that CCDC shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
 - b. The undersigned, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

Proposer's Signature: **X** _____

Print Name: _____

Print Title: _____

Name of Firm: _____

Date: _____




- STREETSCAPE / PAVING 
- FIBER CONDUIT 
- FIBER CONDUIT PER BOISE CITY 

Exhibit C





ATTACHMENT C

Final Evaluation Tally



CAPITAL CITY
DEVELOPMENT CORP

RFQ:

CM/GC Services: 8th & Bannock Streetscapes

Category		<i>Guho Corp</i>	<i>Wright Brothers</i>
		Points	Points
Cover Sheet	5	5	5
Waiver/Release	5	5	5
Company Profile	20		
Member #1		19	15
Member #2		20	16
Member #3		20	20
Member #4		20	20
CMGC Approach	40		
Member #1		38	34
Member #2		38	35
Member #3		40	40
Member #4		35	30
PM / Point of Contact	40		
Member #1		38	30
Member #2		38	32
Member #3		40	30
Member #4		35	25
Budget Control	20		
Member #1		16	19
Member #2		16	20
Member #3		18	20
Member #4		15	20
Scheduling	20		
Member #1		17	19
Member #2		18	20
Member #3		18	20
Member #4		15	15
Previous Similiar Experience	50		
Member #1		50	40
Member #2		48	40
Member #3		50	25
Member #4		50	40
Total Points	800	722	635
Rank		1	2



AGENDA BILL

Agenda Subject: Meeting to Receive Public Comments on Proposed Parking Rate Changes		Date: March 9, 2020
Staff Contact: John Brunelle, Executive Director	Attachments: Published Public Notice, Stakeholder Letter, Proposed Rate Schedule	
Action Requested: Receive any public comments and defer further rate consideration to April 13, 2020.		

Fiscal Notes:

There is no fiscal impact from taking comment and deferring rate consideration to April 13, 2020.

Background:

Per the Agency’s Parking Management Plan, there is a proscribed process for considering public parking rate adjustments for ParkBOI facilities. The steps are:

1. Publish notice in the local paper at least 30 days before consideration of the rates is to occur;
2. Inform our stakeholders and customers of the proposed rates at least 30 days before consideration of the rates is to occur;
3. Conduct the meeting on the proscribed date, taking public comment and rendering decisions when ready.

Steps #1 and #2 were accomplished as described above. Due to circumstances the actual decision date is being deferred to April 13. However, because public notice was given for March 9 comments, Chair Zuckerman will receive any that are offered at the March 9 meeting; then defer additional commentary and decision making to the April 13 meeting.

Staff Recommendation:

Take any public comment and reschedule further rate considerations to the April 13 Board meeting.

Suggested Motion:

After taking any public comment I move to defer the rate consideration until April 13, 2020, at the regularly scheduled CCDC Board meeting.

PUBLIC NOTICE

Proposed Parking Rate Adjustments

February 2020

The Capital City Development Corporation (CCDC) Board of Commissioners will consider rate adjustments for the ParkBOI Public Parking Garage System at its meeting on March 9, 2020. The meeting will begin at 12:00 p.m. in CCDC Board Room located at 121 N. 9th St., 5th Floor, Boise, Idaho. Rates under review are related to daily maximum, monthly passes, and monthly reserved parking. Rates are intended to be in effect for one year.

To comment on the proposed rate changes, parking garage users can attend the March 9, 2020 CCDC Board meeting, complete the [CCDC 2020 Parking Survey](#), or submit comments by email, fax, or mail. Written comments are due by 10:00 am March 9, the day of the meeting.

ParkBOI Parking Rate Adjustments
 Capital City Development Corporation
 121 N. 9th St., Suite 501
 Boise, Idaho 83702

Email: info@ccdcb Boise.com
 Fax: (208) 384-4267

Web: <http://www.ccdcb Boise.com/parking/proposed-parking-rates/>

Proposed Rate Adjustments

Category	Current Rate	Proposed Rate
First Hour	FREE	FREE
Hourly Rate	\$3/hr.	\$3/hr.
Weekday Daily Max (Capitol & Main and 9 th & Main)	\$15	\$20
Weekday Daily Max (all other garages)	\$15	\$15
Weekend Daily Max	\$6	\$6
Capitol & Main Monthly	\$175	\$195
Capitol & Main Reserved	\$220	\$255
9 th & Main Monthly	\$175	\$195
9 th & Front Monthly	\$140	\$150
9 th & Front Reserved	\$190	\$195
Capitol & Myrtle Monthly	\$140	\$150
Capitol & Myrtle Reserved	\$155	\$195
Capitol & Myrtle Hotel Self Park Daily	\$8	\$10
10 th & Front Monthly	\$140	\$150
10 th & Front Reserved	\$155	\$195
10 th & Front Self Park Daily	\$15	\$15
10 th & Front Valet	\$2.66 per car	\$3.00 per car
11 th & Front Monthly	\$100	\$125
11 th & Front Hotel Self Park Daily	\$7.50	\$8.50
Office Validation	\$300 (100/book)	\$300 (100/book)
All Day Validation	\$15	\$15
BUS/Val Combo Monthly	\$48	discontinued
Night Plan Monthly	\$43	discontinued
Evening/Weekend (10 th & Front)	N/A	\$50
Carpool Monthly (per carpool) (Capitol & Myrtle, 9 th & Front, 10 th & Front, and 11 th & Front)	N/A	\$75*

*requires additional \$50 annual fee for CityGo membership

This public meeting will be 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.



February 7, 2020

Subject: Proposed ParkBOI Parking Rate Changes

Dear Stakeholder:

On Monday, March 9, 2020, the Capital City Development Corporation (CCDC) Board of Commissioners will consider proposed rate changes for daily, monthly, hotel and related parking rates throughout its ParkBOI downtown public parking system. If approved the new rates will take effect May 1, 2020. No changes are proposed to the current First Hour Free or \$3 hourly rates. Complete details are available at:

<http://www.ccdcboise.com/parking/proposed-parking-rates/>.

ParkBOI rates are based on supply and demand and site specific pricing to maximize utilization of its parking garage system. The new revenues will fund two complementary initiatives. First, continued parking system maintenance and improvements. CCDC will invest \$2.3 million in parking facilities maintenance and improvements this year. Second, developing a broad array of practical transportation choices to reduce the demand for limited downtown parking. CCDC is a contributing member of City Go, a Transportation Management Association (TMA) consisting of businesses, developers, property owners and managers and government entities that are addressing local transportation issues and shaping the future of mobility.

The CCDC Board of Commissioners will consider the proposed rates at its regular monthly meeting, March 9, 2020, beginning at noon in the CCDC Board Room, 121 N. 9th Street, Suite 501. Interested citizens are invited to provide feed-back via online survey, comment in-person, or to submit written comments. Submit written comments by 10:00 a.m., March 9, the day of the meeting, to the address above or to info@ccdcboise.com.

Sincerely,

Max Clark
Director of Parking & Mobility

Legals

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NOTICES

pose of these goods by the end
of the scheduled online auction,
additional time will be added to
the auction as may be necessary
to complete the sale.

0004556503-01

LEGAL NOTICE
PUBLIC HEARING

Notice is hereby given that the
Star City Council will hold a Public
Hearing on March 3, 2020 at
the Star City Hall, 10769 W.
State Street, Star, Idaho at 7:00
pm, or as soon thereafter as the
matter may be heard.

Application: 10206 W. State
Street Rezone & PUD Files #'s
RZ-20-04 Rezone PUD-20-05
Planned Unit Development

Owner: Philip D. Whitener, 198
Rooster Drive, Eagle, Idaho
83616

Representative: Jay Gibbons,
South, Beck & Baird, 2002 S.
Vista Ave, Boise, ID 83705

Action: The Applicant is seeking
approval of a Rezone from Mixed
Use (MU-DA) to Central Business
District (CBD) and a Planned Unit
Development for a commercial
and single-family residential
development consisting of 28 town-
homes and approximately
22,164 square feet of
commercial/retail space. The
property is located at 10206 W.
State Street in Star, Idaho, and
consists of 4.76 acres with a
proposed residential density of
5.88 dwelling units per acre.

Property Location: The subject
property is generally located on
the north side of W. State Street,
east of N. Taurus Way in Star,
Idaho. Ada County Parcel No.
S0408438600.

Information/Comments: A
complete copy of the applica-
tions are available at City Hall for
public review. The City invites all
interested parties to attend the
meeting and provide public testi-
mony. Written comments will be
accepted by the City up to noon,
the day before the date of the
public hearing.

Services for persons with disabili-
ties may be made available if notice
is received in advance of the
meeting by calling Star City Hall
at (208) 286-7247.

Shawn L. Nickel
City Planner

0004556591-01

LEGAL NOTICE

The House of David Scripture
College Notice of Nondiscrimina-
tory Policy as to Students The
House of David Scripture College
admits students of any race, col-
or, national and ethnic origin to
all the rights, privileges, pro-
grams and activities generally
accorded or made available to
students at the school. It does
not discriminate on the basis of

LEGALS & PUBLIC
NOTICES

race, color national and ethnic
and other school administered
programs. 586234-01

0004555466-01

Lien Sale

Date: Feb 13, 2020
Time: 1500
Location: 8247 W. State St.
Boise, ID 83714

2006 Mercedes Benz C-Class
C350
WDBRF56J16F738820

0004546540-01

NOTICE TO RESCHEDULE
REGULAR BOARD MEETING

The regular Board Meeting for
Tuesday, 18 February 2020, has
been rescheduled by the Nampa
& Meridian Irrigation District
Board of Directors for Friday, 14
February 2020, at 9:00 a.m. at
its office located at 1503 First
Street South in Nampa, Idaho.

Daren R. Coon
Secretary of the Board
Nampa & Meridian Irrigation Dis-
trict

Publish Friday, 7 February 2020
0004513965-01

PAYETTE COUNTY
COMPREHENSIVE PLAN UP-
DATE, CONSULTANT SERVICES
AMENDED REQUEST FOR PRO-
POSALS (RFP)

Payette County is seeking pro-
posals from qualified consultants
to update the County's Compre-
hensive Plan including related
documents, demographic statisti-
cal data, future land use maps,
implementation strategies, plans
and policies. The current Compre-
hensive Plan was adopted in
2006. The consultant will work
closely with County Staff, the
Planning & Zoning Commission,
the Board of County Commis-
sioners, and key community
members. The full AMENDED
RFP can be found on the Payette
County website at www.payette-county.org
Proposals will need to be
submitted by February 28,
2020, 5:00 P.M. Mountain time.
Questions regarding the project
may be directed to pnitz@payette-county.org or Payette County
Planning and Zoning office, 1130
3rd Ave. N. Rm 107, Payette, ID
83661; phone (208)642-6018.

Patti Nitz
Planning and Zoning Administra-
tor

0004549612-01

PUBLIC NOTICE
Proposed Parking Rate
Adjustments
ParkBOI Public Garage
Parking System

As the urban renewal agency
for the city of Boise, Idaho, Capital
City Development Corporation
("CCDC") promotes revitalization
and economic growth in Boise's
urban renewal districts. As the
owner of the ParkBOI Public Gar-
age Parking System, CCDC pro-
vides valuable infrastructure es-
sential to the development of

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both commercial and residential
projects in downtown Boise.

To continue to provide this es-
sential component of Boise's
downtown core, CCDC is propos-
ing to increase some parking
rates. These proposed rate ad-
justments will be used to provide
needed structural maintenance,
system-wide improvements, fu-
ture parking and mobility alterna-
tives.

The CCDC Board of Commis-
sioners will consider the rate in-
creases at its monthly meeting
on March 9, 2020. The meeting
will begin at 12:00 p.m. in the
CCDC Board Room located at
121 N. 9th St., 5th Floor, Boise,
Idaho. Public comment is wel-
comed at this meeting, or in writ-
ing if received by 10:00 a.m. be-
fore the meeting. Please ad-
dress any email correspondence
to info@ccdcboise.com.

Information on a recent Park-
ing Rate & Services Survey and
the proposed rate adjustments is
available at <https://ccdcboise.com/parking/proposed-parking-rates/>.

PUBLISHED: February 7 and 21,
2020

0004556388-01

STATEMENT OF DAMAGES
(Personal Injury or Wrongful
Death)

Case Number: BCV-19-
102678

Superior Court of California,
County of Kern, 1415 Truxtun
Avenue, Bakersfield, CA 93301,
Metropolitan Division - Unlimited
Civil.

Plaintiff: Jason Darrell Mercer;
Defendant: Ronald Loyd Adams,
et al. To Ronald Loyd Adams.
Plaintiff Jason Darrell Mercer
seeks damages in the above-
entitled action, as follows:

- General Damages:
a. Pain, suffering and incon-
venience \$500,000.00;
- Special Damages:
a. Medical expenses (to date)
\$According to Proof;
b. Future medical expenses
(present value) \$According to
Proof;
c. Loss of earnings (to date)
\$According to Proof; d. Loss of
future earning capacity (present
value) \$According to Proof.
Date: September 25, 2019.
Matthew C. Clark, Attorney for
Plaintiff.

0004546046-01

SUMMONS

To: KEVIN G. PEASLEE
You have been sued by UNIFUND
CCR, LLC, the Plaintiff, in the
FOURTH District Court in and for
ADA COUNTY, Idaho, Case No.
CV01-19-16154.

The nature of the claim against
you is collection of money owed
by you.

Any time after 21 days following
the last publication of this sum-
mons, the court may enter a
judgment against you without fur-
ther notice, **unless** prior to that

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time you have filed a written re-
sponse in the proper form, in-
cluding the Case No., and paid
any required filing fee to the
Clerk of the Court at 200 W.
Front Street, Boise, ID 83702,
telephone (208) 287-6900, and
served a copy of your response
on the Plaintiff's attorney MI-
CHAEL J. ARCHIBALD, #8476 at
M2 Law Group PC, P.O. Box
330, Meridian, ID 83680, tele-
phone (208) 336-3331.

A copy of the Summons and
Complaint can be obtained by
contacting either the Clerk of the
Court or the attorney for Plaintiff.
If you wish legal assistance, you
should immediately retain an at-
torney to advise you in this mat-
ter.

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Dated: 01/09/2020
PHIL McGRANE
ADA COUNTY District C
By Laurie Johnson
Deputy

00045

SUMMONS

To: RYAN K. SIGMAN
You have been sued by
CCR, LLC, the Plain
FOURTH District Court
ADA COUNTY, Idaho,
CV01-19-12735.

The nature of the cla
you is collection of m
by you.

Any time after 21 day
the last publication of
mons, the court ma
judgment against you
ther notice, **unless** p
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cluding the Case No.

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NOTICES

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SUMMONS
(CITACION JUDICIAL)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):** RONALD LOYD ADAMS; U-H
ARIZONA; and DOES I through 50, E.S.
**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTA DEMANDANDO EL DEMANDANTE):**
JASON DARRELL MERCER

CASE NUMBER:
(Numero del Caso): BCV-19-102678

NOTICE! You have been sued. The court may decide
without your being heard unless you respond within 30
the information below.

You have 30 CALENDAR DAYS after this summons and l
are served on you to file a written response at this court
copy served on the plaintiff. A letter or phone call will
you. Your written response must be in proper legal form
the court to hear your case. There may be a court form t
use for your response. You can find these court forms a
formation at the California courts online Self-Help Center
info.ca.gov/selfhelp), your county law library, or the court
est you. If you cannot pay the filing fee, ask the court cle
waiver form. If you do not file your response on time, yo
the case by default, and your wages, money, and prop
taken without further warning from the court. There are
requirements. You may want to call an attorney right aw
not know an attorney, you may want to call an attorney r
ice. If you cannot afford an attorney, you may be eligibl
g services from a nonprofit legal services program. Yo
these nonprofit groups at the California Legal Servic
(www.lawhelpcalifornia.org), the California Courts Onlin
Center (www.courtinfo.ca.gov/selfhelp), or contact you
or county bar association. NOTE: The court has a statu
waived fees and costs on any settlement or arbitrat
\$10,000 or more in a civil case. The court's lien must
fore the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de
corte puede decidir en su contra sin escuchar su vers
información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le ent
citación y papeles legales para presentar una respuesta
en esta corte y hacer que se entregue una copia al c
Una carta o una llamada telefónica no lo protegen. Su re
escrito tiene que estar en formato legal correcto si
procesen su caso en la corte. Es posible que haya un fo
usted pueda usar para su respuesta.

Puede encontrar estos formularios de la corte y más inf
el Centro de Ayuda de las Cortes de California (www.suc
, en la biblioteca de leyes de su condado o en la corte
más cerca. Si no puede pagar la cuota de presenta
secretario de la corte que le de un formulario de exenc
de cuotas. Si no presenta su respuesta a tiempo, pue
caso por incumplimiento y la corte le podrá quitar su s

Sandra Lawrence

From: Gary Zimmerman <gary@z.to>
Sent: Saturday, February 8, 2020 2:32 PM
To: CCDC Info
Cc: Denise Zimmerman
Subject: CCDC ParkBOI 2020 Rate Proposal

As a Downtown Boise resident for the last 11 years, I have serious concerns with the proposed increase (<https://ccdcboise.com/parking/proposed-parking-rates/>) to Downtown Boise parking rates.

Like many of the residents who live downtown we have to pay to park in a public garage as the projects were approved and built without sufficient parking spots otherwise. Thus we and many others are at the mercy of the costs to park downtown to be able to afford to live downtown. And while some may say that you don't (or shouldn't) need a car, Boise and Idaho in general is not sufficiently served by mass transportation to facilitate that. So we simply have to park in these garages.

While the proposals may be workable for short duration or occasional parkers, for us it isn't really practical to park at a garage which is a significant distance from our condo. And is rapidly becoming unaffordable to park at our closest garage at 9th and Front.

Over the last 5 years, our parking rates at 9th and Front have gone up 41%, and any increase passed on from your proposal will only make that increase larger. Our local politicians talk a lot about wanting more people living in urban centers, but this park rate increase proposal will be a significant factor in whether we (and they) can still afford to.

I request that you help us and others be able to afford to live downtown by capping or reducing the rates that those living downtown have to pay to park.

Against the backdrop of rapidly increasing property taxes, an increase in parking rates, could force us to leave due to lack of affordability.

Best Regards,
Gary Zimmerman
gary@z.to

Sandra Lawrence

From: MARY FRAZER <marybsmail@yahoo.com>
Sent: Saturday, February 8, 2020 7:49 PM
To: CCDC Info
Subject: Purposed Garage Rate Increase

Hi,

I do not think that it's very fair or honest that you are now coming back 1 year later looking to increase the price of parking in downtown garages. The cost of living increase in this state does not support another increase in parking rates. Figure it out without passing it onto consumers. You all come across as selfish and inconsiderate.

Thank you,

Mary B Frazer
208-841-4579

Sandra Lawrence

From: T <tmconcan@gmail.com>
Sent: Saturday, February 8, 2020 12:38 PM
To: CCDC Info
Subject: Increased Rates

Greetings,

I would like to know if rate increases are arbitrary amounts or are they based on true real budgetary proposals? Perhaps there is a forecast you can share with the community?

Thanks,

Tom Concannon

Sandra Lawrence

From: Tyler Nyman <tyler@harriscpa.com>
Sent: Saturday, February 8, 2020 11:09 AM
To: Max Clark; Matt Edmond
Subject: RE: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

Hello-

Has there been any discussion as to what the rates will be adjusted to for the garage at 11th and Front?

We Moved! Please update your records.

Tyler Nyman, CPA

B.A. Harris, LLP

1290 W. Myrtle Street, Ste 310

Boise, ID 83702

208-424-5177 (P)

208-424-5180 (F)

<http://www.harriscpa.com>

Prefer to meet in person? Schedule a time that works for you: <https://calendly.com/baharris-tyler>

Ready to send information? [Click here](#) to use our secure portal.

From: parkboi info <info@parkboi.com>
Sent: Saturday, February 8, 2020 10:57 AM
Cc: Max Clark <MClark@ccdcb Boise.com>; Matt Edmond <medmond@ccdcb Boise.com>
Subject: FW: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

From: CCDC Info <info@ccdcb Boise.com>
Sent: Friday, February 7, 2020 2:55 PM
Subject: [EXTERNAL] Proposed ParkBOI Parking Rate Changes



February 7, 2020

Sandra Lawrence

From: Raeber, Scott CCIM/MBA <Scott.Raeber@colliers.com>
Sent: Sunday, February 9, 2020 11:43 AM
To: CCDC Info
Subject: Proposed Rate Change

CCDC,

Please be aware the current monthly parking rates are enticing many business owners to relocate their offices outside of downtown. It can equate to a \$4 to \$8 /SF or 25% on their cost of occupancy. This will have an obvious negative impact on the vibrancy of downtown. My suggestion is parking decks should be funded at a financial loss leader to continue our awesome downtown atmosphere. Plus create alternative options, like a rubber tire trolley that picks up passengers from nearby surface lots and circulates people into downtown. The million dollar question however is how will driverless cars impact downtown parking in 15 to 20 years.

Scott W Raeber Partner, MBA, CCIM

Direct +1 208 472 2817 Mobile +1 208 859 0409 Main +1 208 345 9000

Sandra Lawrence

From: Karen Echeverria <karen@idsba.org>
Sent: Friday, February 21, 2020 8:23 AM
To: CCDC Info
Subject: Comments to Increase Parking Rates
Attachments: CCDC Comments on Parking Rates.pdf

Please see my attached comments related to increased parking rates. *Karen*

Karen L. Echeverria

Executive Director

Idaho School Boards Association

 P.O. Box 9797, Boise, ID 83707-4797 ::  199 N Capitol Blvd Suite 503, Boise, ID 83702

 www.idsba.org ::  karen@idsba.org

 208.854.1476 [office] ::  866.799.ISBA [toll-free]

 208.890.6506 [cell] ::  208.854.1480 [fax]





February 19, 2020

CCDC Board of Directors
312 S 9th St
Boise, ID 82702

Board of Directors:

I am writing on behalf of the Idaho School Boards Association (ISBA). We are a nonprofit association that represents over 900 school board members around the state. Our offices are in the Chase Bank building, and we lease six monthly spaces in the Capitol and Main garage. While we did take the survey, we are writing today to oppose the increase in parking rates.

First of all, I have reviewed several documents on your website, including your FY2020 budget. I note that when you approved the budget, you were doing so with an assumption that parking rates would increase. I find it disingenuous, at best, to now come to the voters and ask them for their input on an increase that you have essentially already approved.

ISBA's offices are on the 5th floor of the Chase Bank building, so we look directly out onto the roof of the parking garage. I can assure you that 90% of the time there are less than five cars parked on the top of that garage. I'm glad to show you pictures from different times of the day if you doubt what I'm saying. I understand and appreciate that spaces need to be kept for people who are visiting downtown. However, the reality is that most people visit downtown in the evenings or weekends when the monthly parkers have vacated their spaces.

It is my understanding that one of the initial goals of the CCDC was to bring visitors and non-profit businesses to downtown Boise. Part of bringing businesses downtown is to provide reasonable parking rates for the employees of those businesses. ISBA is currently paying over \$12,000 a year for parking. That is already an exorbitant amount of money for a small nonprofit. I do want to note that several of our employees also use the city bus, ride their bike, or walk to work. As such, we are doing our part to use alternative forms of transportation.

I also reviewed the presentation that Mr. Clark made to the Board at the August 28th meeting. Based on Mr. Clark's recommendations, we would ask that you consider the following:

- Leaving the monthly rates as they are and open more spaces in the garages for monthly parkers
 - This will meet Mr. Clark's goal of bringing in more revenue
- Increase the rates for day-long and hourly visitors
 - This will meet Mr. Clark's goal of encouraging them to park at outer garages

"Board Member Leadership for Excellence in Idaho Public Education"

- Maintaining the current rates for monthly parkers and opening more spaces will encourage more businesses to utilize those spaces
 - This will meet Mr. Clark's goal of managing demand and reducing the wait list

We would ask that you consider other options like those that we have gleaned from parking plans in cities like Spokane and Portland:

- Create different options for monthly parking such as:
 - 6 am to 7 pm monthly parking from Monday through Friday rates
 - 7 pm to 6 am monthly parking from Monday through Friday rates
 - 7 pm Friday to 6 am Monday monthly parking rates
- The same options could be used for daily parking rates as well with increases during peak times.

Again, there are plenty of spaces available and not utilized. Raising the rates will only deter businesses from coming downtown. There are other ways of managing the demand and budget needs of the parking garages as I have outlined above.

Finally, based on the projected revenue for parking and the expenses related to parking, we believe that parking revenue is being used to fund other activities for CCDC. We understand that there are personnel and overhead costs but we do not see there is a dollar for dollar exchange when it comes to parking. We do not believe that CCDC should be funding other projects with parking revenue.

With that in mind, we respectfully request the following:

1. That you not approve a budget with assumed increased in parking rates that have not yet been approved. This is a bad business practice. All projected revenue should be approved PRIOR to accepting a budget.
2. That all parking revenue be used to sustain the current parking needs and not be used to for other CCDC practices. In addition, we would ask that the CCDC budget clearly outline the revenue and expenses related to parking. For instance, expenses might include maintenance, utilities, staffing, and overhead. This will allow those that utilize parking to clearly see where their dollars are being spent.
3. That you consider other options, like those outline above, to raise parking revenue and that you NOT raise the rates for monthly spaces.

Sincerely,



Karen L. Echeverria
Executive Director

CC: Idaho School Boards Association Board of Directors
All residential and commercial tenants of the Chase Bank Building

Sandra Lawrence

From: parkboi info
Sent: Wednesday, February 12, 2020 8:41 AM
To: Sandra Lawrence
Subject: FW: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

From: Angela Wickham <angela-wickham@oppcos.com>
Sent: Monday, February 10, 2020 8:33 AM
To: parkboi info <info@parkboi.com>
Cc: Max Clark <MClark@ccdcbiose.com>; Matt Edmond <medmond@ccdcbiose.com>
Subject: RE: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

Thank you for the information. I don't see the proposed monthly rate change?

Angela Wickham, RPA
Property Manager
Oppenheimer Development Corp.
999 West Main, Suite 909
Boise, Idaho 83702
(208) 336-4781 office
(208) 890-2830 cell
(208) 336-4871 fax



From: parkboi info <info@parkboi.com>
Sent: Saturday, February 08, 2020 12:47 PM
Cc: Max Clark <MClark@ccdcbiose.com>; Matt Edmond <medmond@ccdcbiose.com>
Subject: FW: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

From: CCDC Info <info@ccdcbiose.com>
Sent: Friday, February 7, 2020 2:55 PM
Subject: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

Sandra Lawrence

From: parkboi info
Sent: Wednesday, February 12, 2020 8:39 AM
To: Sandra Lawrence
Subject: FW: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

From: Brittany Duff <brisaacson@hotmail.com>
Sent: Sunday, February 9, 2020 1:32 PM
To: parkboi info <info@parkboi.com>
Subject: Re: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

Hello,

Can you please share what the proposed monthly parking rates will be?

Thank you,

Brittany

iPhone. iTypos. iApologize.

From: parkboi info <info@parkboi.com>
Sent: Saturday, February 8, 2020 11:13:14 AM
Cc: Max Clark <MClark@ccdcoise.com>; Matt Edmond <medmond@ccdcoise.com>
Subject: FW: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

From: CCDC Info <info@ccdcoise.com>
Sent: Friday, February 7, 2020 2:55 PM
Subject: [EXTERNAL] Proposed ParkBOI Parking Rate Changes



February 7, 2020

Subject: Proposed ParkBOI Parking Rate Changes

Sandra Lawrence

From: parkboi info
Sent: Wednesday, February 12, 2020 8:40 AM
To: Sandra Lawrence
Subject: FW: FW: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

From: Emily Suchan <emily@markperison.com>
Sent: Monday, February 10, 2020 10:49 AM
To: parkboi info <info@parkboi.com>
Subject: Re: FW: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

I'm having a terrible time finding information on the new proposed rates. Is that information available, or do we have to attend the meeting to find out?

On 2/8/2020 11:46 AM, parkboi info wrote:

From: CCDC Info <info@ccdcoise.com>
Sent: Friday, February 7, 2020 2:55 PM
Subject: [EXTERNAL] Proposed ParkBOI Parking Rate Changes



February 7, 2020

Subject: Proposed ParkBOI Parking Rate Changes

Dear Stakeholder:

On Monday, March 9, 2020, the Capital City Development Corporation (CCDC) Board of Commissioners will consider proposed rate changes for daily, monthly, hotel and related parking rates throughout its ParkBOI downtown public parking system. If approved the new rates will take effect May 1, 2020. No changes are proposed to the current First Hour Free or \$3 hourly rates. Complete details are available at:

<http://www.ccdcoise.com/parking/proposed-parking-rates/>.

Sandra Lawrence

From: parkboi info
Sent: Wednesday, February 12, 2020 8:41 AM
To: Sandra Lawrence
Subject: FW: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

From: Mary Toy <mary.toy@publicisna.com>
Sent: Monday, February 10, 2020 9:23 AM
To: parkboi info <info@parkboi.com>
Subject: RE: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

Hello,

I park in The Eastman, 9th & Main, garage. I have noticed that over the past several months the overall cleanliness of the garage has slipped.

There were personnel swiping, moping and making sure the elevators, stairwells and ramp-ways/main driving areas were always clean and clear.

I use the Main Street side and for at least 3-4 weeks now, there has been a long food stain covering the 3rd floor exit door, the stairwell and glass sections need attention too.

I would step up the maintenance in a BIG WAY first and keep it consistent before considering raising our rates. Thank you,

Mary Toy
Account Supervisor | Boise
168 North 9th Street Suite 250
Boise ID 83702
[Publicis North America](#)
mary.toy@publicisna.com
o: +1-208-345-8716 m: 208-890-1621

From: parkboi info <info@parkboi.com>
Sent: Saturday, February 08, 2020 12:34 PM
Cc: Max Clark <MClark@ccdcb Boise.com>; Matt Edmond <medmond@ccdcb Boise.com>
Subject: FW: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

From: CCDc Info <info@ccdcb Boise.com>
Sent: Friday, February 7, 2020 2:55 PM
Subject: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

Sandra Lawrence

From: parkboi info
Sent: Wednesday, February 12, 2020 8:41 AM
To: Sandra Lawrence
Subject: FW: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

From: Matthew Christensen <mtc@angstman.com>
Sent: Monday, February 10, 2020 8:06 AM
To: parkboi info <info@parkboi.com>
Cc: Max Clark <MClark@ccdcboise.com>; Matt Edmond <medmond@ccdcboise.com>; Kevin Gilbert <kevin@angstman.com>
Subject: RE: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

Is there any notice of what the actual proposed increases for monthly parking are? Or am I just missing that somewhere in the materials?

MTC

Matthew T. Christensen

(208) 384-8588
mtc@angstman.com

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From: parkboi info <info@parkboi.com>
Sent: Saturday, February 8, 2020 11:13 AM
Cc: Max Clark <MClark@ccdcboise.com>; Matt Edmond <medmond@ccdcboise.com>
Subject: FW: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

From: CCDC Info <info@ccdcboise.com>
Sent: Friday, February 7, 2020 2:55 PM
Subject: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

Sandra Lawrence

From: parkboi info
Sent: Wednesday, February 12, 2020 8:39 AM
To: Sandra Lawrence
Subject: FW: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

From: Farnsworth, Nancy <Nancy.Farnsworth@colliers.com>
Sent: Monday, February 10, 2020 7:35 AM
To: parkboi info <info@parkboi.com>
Cc: Max Clark <MClark@ccdcbiose.com>; Matt Edmond <medmond@ccdcbiose.com>
Subject: RE: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

Hello ParkBoi, Max Clark and Matt Edmond,

Thank you for alerting us of your proposed rate changes however; what is your proposed rate?

Please advise,

Thank you,

Nancy Farnsworth, MBA

Property Accountant
Direct +1 208 472-2833
Main +1 208 345 9000

Colliers International Idaho

755 W. Front St., Ste. 300 | Boise, ID 83702
www.colliers.com/idaho



From: parkboi info [mailto:info@parkboi.com]
Sent: Saturday, February 8, 2020 11:27 AM
Cc: Max Clark <MClark@ccdcbiose.com>; Matt Edmond <medmond@ccdcbiose.com>
Subject: FW: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

Sandra Lawrence

From: parkboi info
Sent: Wednesday, February 12, 2020 8:40 AM
To: Sandra Lawrence
Subject: FW: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

From: Foster, Steve <Steve.Foster@colliers.com>
Sent: Saturday, February 8, 2020 2:19 PM
To: parkboi info <info@parkboi.com>
Cc: Max Clark <MClark@ccdcbiose.com>; Matt Edmond <medmond@ccdcbiose.com>
Subject: Re: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

I am done if u raise the monthly

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: parkboi info <info@parkboi.com>
Sent: Saturday, February 8, 2020 11:26:33 AM
Cc: Max Clark <MClark@ccdcbiose.com>; Matt Edmond <medmond@ccdcbiose.com>
Subject: FW: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

From: CCDC Info <info@ccdcbiose.com>
Sent: Friday, February 7, 2020 2:55 PM
Subject: [EXTERNAL] Proposed ParkBOI Parking Rate Changes



February 7, 2020

Subject: Proposed ParkBOI Parking Rate Changes

Dear Stakeholder:

Sandra Lawrence

From: parkboi info
Sent: Wednesday, February 12, 2020 8:40 AM
To: Sandra Lawrence
Subject: FW: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

From: Foster, Steve <Steve.Foster@colliers.com>
Sent: Monday, February 10, 2020 10:29 AM
To: parkboi info <info@parkboi.com>
Cc: McNeight, Michael <Michael.McNeight@colliers.com>
Subject: RE: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

Glad to hear the rates may be going down. Thank you.

Steve Foster

Industrial Brokerage Services | Boise
Dir +1 208 472 2834 | Mobile +1 208 860 1680
Main +1 208 345 9000 Fax 1 208 343 3124
steve.foster@colliers.com

Colliers International

755 W. Front Street, Suite 300 | Boise, ID 83702 | USA
www.colliers.com



View the current issue of *[Knowledge Leader](#)*.

From: parkboi info <info@parkboi.com>
Sent: Saturday, February 8, 2020 11:27 AM
Cc: Max Clark <MClark@ccdcb Boise.com>; Matt Edmond <medmond@ccdcb Boise.com>
Subject: FW: [EXTERNAL] Proposed ParkBOI Parking Rate Changes

From: CCDC Info <info@ccdcb Boise.com>
Sent: Friday, February 7, 2020 2:55 PM
Subject: [EXTERNAL] Proposed ParkBOI Parking Rate Changes



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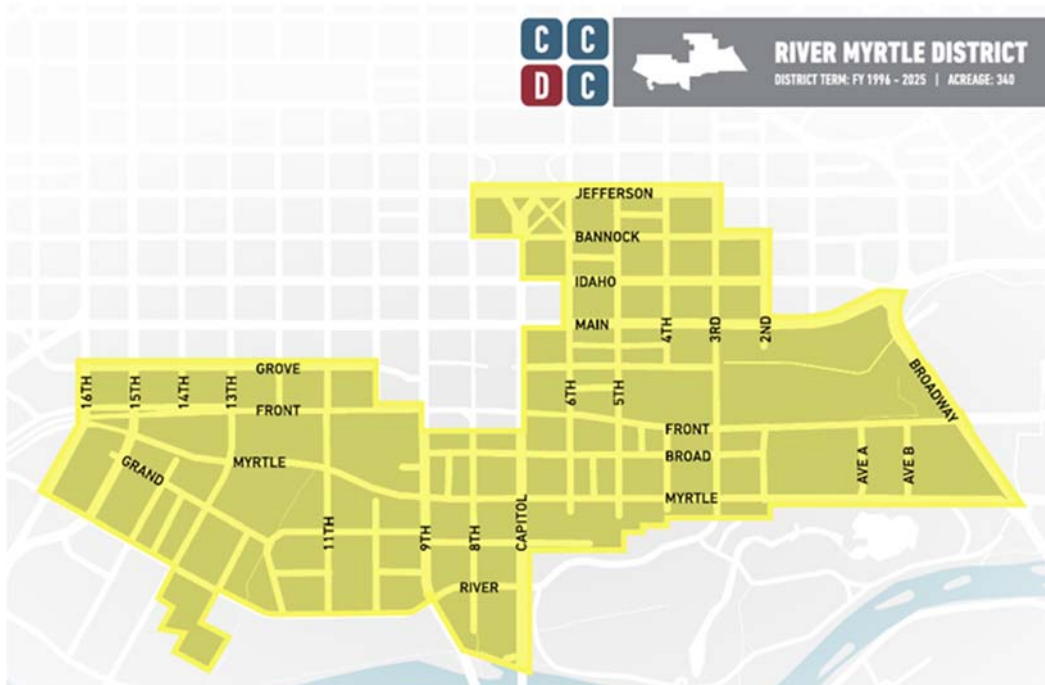


V.
INFORMATION
ITEMS



DATE: March 9, 2020
TO: Dana Zuckerman, Chair
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 – Participation Program (PP) Type 3, 5: Construction continues on the 540-space 5th and Front parking garage with opening scheduled for early 2020. The hotel portion of the development is scheduled to open in summer 2020. CCDC will lease 200 parking spaces for public use. To-date, all 200 of CCDC's leased spaces have been reserved by members of the public for monthly passes. The developer is planning a public art element on the stairwell wall facing Front Street, and is working with the City of Boise Arts and History Department on the selection process. The Board approved an additional \$90,000 in

eligible expenses for public art at its December 2019 meeting. The Public Art Request for Qualifications to Artists was published in December. Arts & History has received several artist applications. The selection committee will include a representative from CCDC, the development group, an Arts & History commissioner and local artists.

500 S. 8th Street - Trailhead - Agency Leased Property: The Agency and the City of Boise approved an updated Memorandum of Understanding in December 2019. The lease for this Trailhead location expired at the end of January 2020 with the allowance to proceed month-to-month until a new lease can be executed. The parties are drafting and negotiating lease and operating agreements for the Agency Board to consider at a future meeting.

200 Myrtle Street - Boise Caddis - PP Type 2: Construction has begun on the Boise Caddis project. Building foundations and slabs on grade are 100% complete and post-tensioned concrete work is underway. The developers are targeting mid-May to begin wood framing. Apartment facade finishes will start in early August. The project is scheduled to open in the summer of 2021. The project includes 160 rental units and 400 parking stalls. Ada County will purchase the parking stalls to be used by its nearby Courthouse complex workforce. The Type 2 Agreement includes approximately \$1.2 million in eligible expenses for public improvements on 2nd, 3rd, and Myrtle Streets and a small portion of Broad Street. Reimbursement will come from tax increment revenue generated by the project.

204 Myrtle Street - CDG Boise - PP Type 2: The Board designated this project for Type 2 funding at its November 2019 meeting. CDG Boise is building a 249-unit apartment building with 353 parking spaces, and has requested reimbursement for approximately \$980,000 of public improvements including streetscapes and utility work. The Type 2 Agreement was approved at the December 2019 Board meeting. Construction is scheduled to begin in late spring 2020.

406 Broad Street - Cartee Apartments - PP Type 2: Construction and mobilization began in October 2019. Excavation, footings, and first floor columns are complete. Currently concrete work is being performed on the first floor slab and garage ramp. The agreement between CCDC and the developer contemplates approximately \$1.3 million in eligible expenses to be reimbursed from project-generated tax increment revenue. The project includes approximately 160 apartment units and 176 structured parking spaces.

512 W Grove Street - 5th & Grove Mixed Use Residential - PP Type 2: At the August 2019 Board Meeting, the CCDC Board designated the 5th and Grove development as eligible for Type 2 Participation Program funding. Since then, the project has finalized its eligible expenses at \$1.1 million for public improvements along 5th Street, Grove Street and alley. The project includes 114 for-rent apartments and 8,000 square feet of ground floor retail. 50 of the apartment units will be dedicated to the workforce population, serving 120% AMI and below. The project qualifies for Level A status and is eligible to receive 80% of the tax increment revenue it generates to reimburse eligible expenses. CCDC estimates the project will be reimbursed approximately

PARTICIPATION PROGRAM

Type 1: One-time assistance. Reimbursements up to \$200k for eligible expenses. Developer-matched.

Type 2: General assistance. Reimbursed by project – generated tax increment revenue. Scorecard dependent

Type 3: Transformative Assistance. Large-scale or unproven projects. Often includes public parking. \$6 private to \$1 public minimum investment required.

Type 4: Capital Improvement Coordination. Most often used for public/public projects.

Type 5: Disposition of CCDC-owned property.

\$700,000 using the typical Type 2 reimbursement structure. CCDC will construct and pay for the already-planned Grove Street streetscape improvements currently in the Agency's 5-year Capital Improvement Plan, accounting for \$347,000 in eligible expenses. If construction timelines do not align, then CCDC will reimburse the developer for that work upon completion of the project and not through tax increment revenue generated by the project. Those two sources will reimburse the developer for all of their project's eligible expenses. The Type 2 Participation Program Agreement is on the March 9, 2020 Agenda for Board review and approval.

116 6th Street - 6th & Grove Mixed Used, Income Restricted Residential - PP Type 2: 6th and Grove is a mixed-use residential and retail project being developed by Capital Partners, Galena Fund, and deChase Miksis. It will be comprised of 60 apartment units (income restricted and market rate), 5,000 square feet of retail and 9,000 square feet of office space. The project includes approximately \$600,000 of eligible expenses for public improvements in the alley and streetscapes along Grove and 6th Streets. Grove Street streetscapes are included in the cost estimation, but will likely be removed from the expenses should CCDC move forward with Grove Street streetscape improvements in Old Boise as contemplated in the 5-year CIP. 6th Street will be reimbursed upon completion, as it was originally included in CCDC's CIP for FY 2020. The remainder of the eligible expenses will be reimbursed using tax increment revenue generated by the project between 2022 and 2025. The Type 2 Participation Program Agreement is on the March 9, 2020 Agenda for Board review and approval.

600 Front Street - The Vanguard - PP Type 2: Visium Development has mobilized for construction of a 75 multi-family apartment units on the corner of 6th and Front (formerly Biz Print). The Board designated this project for Type 2 funding at its November 2019 meeting. Visium has requested reimbursement funds for approximately \$400,000 of public improvements, including streetscapes and utility work. The Type 2 Agreement has been finalized and was approved at the December 2019 Board meeting.

Infrastructure

535 S. 15th Street - River Street Lofts - PP Type 1: Townhome lofts are nearing a Certificate of Occupancy. Final siding and landscaping work in progress. CCDC will reimburse up to \$150,000 for public improvements upon completion and inspection.

S. 5th & Grove Streets Utilities - Underground & Conduit: This project undergrounded overhead utility lines and installed conduit for future fiber-optic expansion on 5th Street between Front and Idaho. The project will be done once the contractor, Probst, completes removal of poles and overhead power lines which will get underway in early March 2020.

11th Street Streetscape - Grove Street to River Street: These streetscape improvements are planned for construction in FY2023. 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 CCDC 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. The Land Group is the design professional. The construction contract was awarded to Guho Corp at the Board's August 2019 meeting. Construction is complete on the Block 7 Alley. Guho Corp is currently working on streetscapes on the east side of 6th Street between Main Street and Front. The project is on schedule.

RMOB - Consolidated Newspaper Racks: The Agency is assisting the City of Boise in locating and installing consolidated news racks downtown to ensure sidewalk accessibility, reduce clutter and damage to individual racks. Guho Corp has completed all but two of the planned installations, both located in the Westside District. The City Council is holding a public hearing on the news rack ordinance on March 3, 2020. Assuming it is approved with readings on March 10, March 17, and March 31, the City will work with distributors to relocate publications into the consolidated news racks and remove the old boxes starting in April.

Mobility

S. 5th St & Myrtle St - Signalized Crossing: This project seeks to install signal control on Myrtle Street at the 5th Street intersection to provide a safe crossing between Julia Davis Park and the Central Addition, and to extend signal-coordinated calming of Myrtle Street. Kittelson & Associates has completed a preliminary warrant analysis and has scheduled a meeting with representatives of ACHD, City of Boise, CCDC, and ITD on March 12, 2020 to discuss next steps.

RMOB Circulator - Preliminary Engineering: CCDC is partnering with the City to share the costs of initial engineering for the Downtown Circulator project. The Agency has re-budgeted initial engineering funds to FY2020. The Agency stands ready to assist.

ParkBOI - Capitol & Myrtle Parking Garage - Agency Owned Property: Agency has contracted with Specialty Systems of Utah to repair patches of spray-on fire-proofing. The application process requires warmer temperatures, (at least 40 degrees throughout the application process), so Specialty Systems will be performing the work sometime after May 1, 2020.

ParkBOI - 11th & Front Parking Garage - Agency Owned Property: No significant maintenance performed in recent months. 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 and the City selected and contracted with a public engagement team. A vision statement, project timeline, and community engagement plan are being developed. Conversations with property owners have occurred.

Block 7 - CCDC Alley Program: Block 7 is bounded by Capitol Boulevard, Main Street, 6th Street, and Grove Street. The project includes pavement enhancements, lighting, and improved trash facilities. The contract was awarded to Guho Corp, along with the 6th Street Streetscape project, at the August 2019 Board meeting. Construction is complete.

Special Projects

RMOB Public Art - City of Boise Broad Street Sculpture - PP Type 4: Final concepts have been submitted. The City Department of Arts & History is currently gathering feedback on the concepts.

WESTSIDE DISTRICT



Economic Development

1010 W. Jefferson St - 10Ten Building - Agency-Owned Property: No notable maintenance issues.

421 N. 10th St - ISG/BSN Building - Agency Owned Property: No notable maintenance issues.

Infrastructure

11th Street Streetscape - Washington Street to Grove Street: These streetscape improvements are planned for construction in FY2023. 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 undergrounded overhead power lines and installed underground fiber-optic conduit to facilitate redevelopment, expand telecommunications networks, and accommodate mature street trees along 15th Street. The project will be complete once contractor Anderson & Wood resolves one remaining punch list item.

Westside District - Consolidated Newspaper Racks: The Agency is assisting the City of Boise in locating and installing consolidated news racks downtown to ensure sidewalk accessibility, reduce clutter and damage to individual racks. Guho Corp has completed all but two of the planned installations: on Bannock Street between 12th and 13th streets due to the closure of the former Greyhound bus terminal; on 10th Street between Main and Idaho streets due to business concerns and questions over whether the unregulated boxes there are still in use. The City Council is holding a public hearing on the news rack ordinance on March 3, 2020. Assuming it is approved with readings on March 10, March 17, and March 31, the City will work with distributors

to relocate publications into the consolidated news racks and remove the old boxes starting in April.

Bannock Street Streetscape - 8th to 9th Streets: The City of Boise conducted a public meeting and an online survey to gauge public support of the proposed design. Feedback was evaluated. The City presented the project to ACHD during a Commission work session in November 2019 and to the ACHD Commission in January 2020 after which ACHD approved the design. The project received Design Review approval from City on February 18, 2020. A construction document contract with Jensen Belts Associates will be on the Agency Board's March 2020 meeting agenda for approval.

N. 8th Street Streetscapes - Bannock to State Streets: The City of Boise conducted a public meeting and an online survey to gauge public support of the proposed design. Feedback was evaluated. The City presented the project to ACHD during a Commission work session in November 2019 and to the ACHD Commission in January 2020 after which ACHD approved the design. The project received Design Review approval from City on February 18, 2020. A construction document contract with Jensen Belts Associates will be on the Agency Board's March 2020 meeting agenda for approval.

10th & State Streets - Agency Owned Property: CCDC is working with nearby landowners around the Agency-owned sites to create transformative development in the Brady Block area. CCDC hopes to incentivize the future redevelopment of 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 for historic preservation costs and hopes to submit an application in 2020.

1111 Idaho St - 11th & Idaho Building - PP Type 2: This nine-story, Class A office building is being developed by Rafanelli and Nahas using the internationally 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 on the adjacent block to the north. The development was designated as a Type 2 Participation Project in July 2019. The final agreement was presented to the Board in August 2019. Construction is underway. CCDC will reimburse the developers for public improvements being completed along Idaho and 11th streets. The reimbursement will be based on actual expenses and will not exceed \$740,690.

Westside URD - Boundary Adjustment - Eligibility Study: SB Friedman Development Advisors (SBF) presented their Eligibility Report for this URD Plan Amendment to the CCDC Board at its May 2019 meeting. The City Council accepted the report in June 2019 and directed CCDC to move forward with the plan amendment. The Plan Amendment must be reviewed by CCDC and the City Council as well as Planning and Zoning prior to adoption. The Agency and counsel are working on scoping the plan amendment and are discussing potential projects with property owners.

Mobility

ParkBOI - 10th & Front Garage - Agency Owned Property: Phase II refurbishment work, including repair of concrete spalling and heavy corrosion, post-tensioned tendon repairs, and installation of waterproofing membrane, was completed by contractor Hellman Construction in December 2019. The Agency Board approved the ranking of structural engineering firms to provide professional services for Structural Damage Prevention, and a contract was executed

with the top ranked firm, Desman, Inc. Desman is working to have construction documents ready to bid by late April 2020 with an intended construction contract award at the June 8 board meeting and construction beginning soon thereafter.

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 advancing the design of bikeway facility improvements for 11th St from Heron Street to State Street in preparation for installation in FY2023. CCDC selected Kittleson & Associates to lead a public engagement process and produce a concept design for 11th Street from River to Washington streets. CCDC briefed the ACHD Commission on the project on March 4, 2020.

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

North 8th Street - City/ACHD Traffic Configuration: A traffic and bike lane analysis performed by Kittleson & Associates and a design package by Jensen Belts Associates were presented to the City Council in January 2019. The City Council requested public outreach on the project. The City conducted a public meeting and an online survey to gauge public support of the proposed design. Feedback was evaluated. The City presented the project to ACHD's Commission during a November 2019 work session. The Commission was receptive and asked for an interagency agreement for paving and for the project to be brought back for formal presentation. That presentation occurred on January 22, 2020 after which ACHD approved the design. The project received Design Review approval from the City on February 18, 2020. A construction document contract with Jensen Belts Associates will be on the Agency Board's March 9, 2020 agenda for approval.

Place Making

11th Street & Bannock Street - Westside Urban Park: The City Council approved the Westside Urban Park Master Development Agreement and associated land agreement in June 2019. The completion of these agreements formalizes a public-private partnership that will result in the creation of a new downtown neighborhood urban park. Construction is anticipated to begin mid-summer 2020. This public investment complements construction of the adjacent 11th and Idaho development, a nine-story Class A office building with retail/restaurant space fronting the park. Construction on the office tower began in August 2019. After a selection process the City Arts & History Department engaged artist Matthew Mazzotta to produce an iconic and interactive art piece for the park.

30TH STREET DISTRICT



Economic Development

2403 Fairview Ave - Adare Manor - PP Type 2, 4: Northwest Integrity Housing Company's affordable housing development, consisting of 134 apartments, is complete and actively leasing units. The combined participation agreement is for approximately \$730,000 for public improvements adjacent to the development including streetscapes and utility work. This development is on ground leased from the City of Boise for forty years and was awarded to the developer through a competitive process. The majority of the apartments will be for families earning less than 60% of the area median income – about \$44,000 per year for a family of four – with approximately 10% of the units offered at market rate. CCDc is working with developers on the cost documentation to process the reimbursement for public improvements.

Infrastructure

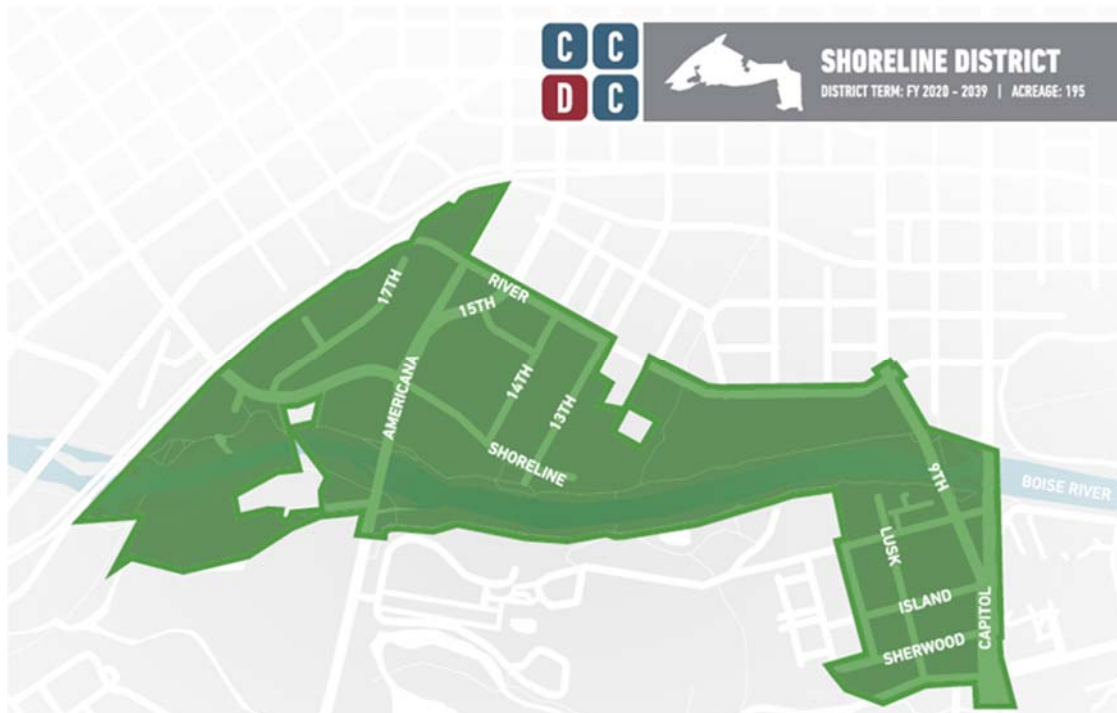
301 29th St - Whittier Elementary School - PP Type 4: This project at Whittier Elementary is complete. CCDc conducted an on-site inspection and reviewed and approved all cost documentation required for reimbursement for Eligible Expenses per the Type 4 Agreement. Boise School District has been reimbursed \$540,000 for expenses related to streetscapes, utilities, road reconstruction, and a public plaza space.

Place Making

30th Street District - Urban Renewal Plan Amendment: In the event Agency funding is involved in the development of a sports park or related infrastructure, and it is located in the 30th

Street District, it is likely that an amendment to the 30th Street Urban Renewal Plan would become necessary.

SHORELINE



Economic Development

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 for 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 stakeholders, the City, and ACHD before being considered for formal approval. Once approved by the CCDC Board, the updated standards will be forwarded to the City Council and recommended for final 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



GATEWAY DISTRICT

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



Economic Development

9025 S Federal Way - PP Type 2: 9025 S. Federal Way is an 11,000 square foot mixed-use office and industrial project consisting of three office suites and two warehouse bays on a 1.4-acre lot located on the west side of Federal Way across from the Micron campus. The Board approved a Type 2 participation agreement for approximately \$94,000 in eligible expenses on the \$2.1 million project at its January 2020 meeting. The project is expected to be complete by spring 2020.

9605 S Eisenman Road – Boise Gateway 1 - PP Type 2: Boise Gateway 1 is a 168,000 square foot industrial building project with related site improvements located at the southwest corner of Eisenman Road and Freight Street. This is the first project/phase of the 140-acre Boise Gateway Industrial Park, on land owned by the City of Boise and ground leased to the Boyer Company for development. Upon completion in mid-2020, the majority of the building will be leased by Verde Fulfillment, a third party logistics and e-retailer fulfillment center with clients around the world. Total project value is estimated to be just under \$13 million, with an estimated \$425,000 in eligible expenses. The project was designated for Type 2 assistance at the November 2019 Board meeting. The final agreement is expected to be on the Board's April 2020 meeting agenda after the developer has resolved details of public telecommunications improvement.

Mobility

Gowen Road - ACHD Cost Share - PP Type 4: ACHD will replace the Gowen Road bridge over the railroad right-of-way including widening the bridge to accommodate bike lanes and sidewalks. The Agency is working with the City and ACHD 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 the pathway cost share/participation agreement in May 2019. The total of both cost share agreements is estimated to be approximately \$300,000; per the engineer's estimate based on the 95% plans. ACHD has advanced construction from 2022 to 2021 and the Agency is working with ACHD on an acceptable reimbursement schedule that reflects the new timeline in an updated cost share agreement.

Gateway East Transportation Study: The Agency has contracted with engineering firm HDR to perform a transportation study of the Gateway East District. The project team includes representatives from the Agency, City and ACHD. The study will determine the necessary number of lanes on major roads and optimal secondary access points and recommended traffic control to inform the ACHD Master Street Map and other public agency planning activities. The study is expected to be complete in early 2020.

AGENCY WIDE – ALL DISTRICTS

Economic Development

ParkBOI - Parking Rates - Annual Review: Demand remains strong for parking throughout the Agency's downtown parking system, especially in the 9th & Main and Capitol & Main parking garages. Wait lists have been reduced from nearly 1,300 to 217 mainly due to eliminating the wait list for the Capitol and Front Garage, which is being sold to a private entity. At its January 2020 meeting the Board will be asked to set a public meeting date of March 9, 2020 to consider rate adjustments. Decisions on the proposed rates will be deferred to the April 13 Board meeting.

City of Boise Park & Ride Shuttle: The decision has been made to terminate this service in April. Ridership is low and VRT has increased their Vista shuttle service to 15 minute headways. The search for a west end Park & Ride service has been suspended for the time being.

ParkBOI - New Product - Nighttime Monthly: As part of the parking rate discussion scheduled for the Board's March 2020 meeting, staff will recommend the 10th & Front Garage be designated to accommodate proposed nighttime - monthly parking pass-holders. This garage is available to these parkers as early as 3 pm, making it an attractive alternative to a regular monthly pass.

City Go: Formerly known as the Downtown Mobility Collaborative, the downtown's Transportation Management Association is up and running. This partnership of VRT, City of Boise, ACHD Commuteride, Boise State, St Luke's, the DBA and CCDC, is aggressively marketing its products and services to the downtown community. An excellent overview can be found at citygoboise.com. The Board will receive a City Go presentation during the second quarter of 2020.

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. FY2020 will be a transition year for the program/tool then it will be transferred fully to the City in FY2021.

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 July 2019 a panel of experts met

with CCDC to provide input and ideas for how the document's content and organization might be updated. The revision will be completed by December 2020.

ParkBOI - 9th & Main Parking Garage - Elevators: The Agency is working with Hummel Architects for the design, construction documents and construction administration for the modernization of the two elevators in the 9th and Main Garage. The bid was advertised in the Idaho Statesman on January 30 and February 6, 2020 with a bid due date of February 26. Two bids were received. Schindler Elevator submitted the lowest bid. The bid award will be presented at the March 9, 2020 Board meeting.

ParkBOI - Capitol & Front Parking Garage - Agency Owned Property: At its December 2019 meeting the Board reviewed a Purchase and Sale Agreement for this parking garage with Block 22, LLC for the purchase price of \$4,000,000. CCDC is working with Block 22 on due diligence and a transition plan. In order to accommodate a smooth transition with Block 22, CCDC has extended the closing date to March 30. Block 22 intends to continue operating the garage with no changes for the time being.

ParkBOI - Capitol & Main Parking Garage: The exit lane repairs as designed by Civil Survey Consultants and performed by Helland Construction are substantially complete as of February 26, 2020 and both exit lanes are now open.

ParkBOI - Capitol & Main Parking Garage - Elevators: This project will modernize the existing elevators in the Capitol & Main Garage to provide new finished and amenities, improve efficiency and reliability, and bring them into compliance with current codes. Schindler began work on the Idaho Street elevator on January 7, 2020 with a planned completion date on that elevator of January 29. However, on January 21, Schindler discovered damage to the stile on the side of the elevator car that requires the replacement of the full sling and platform assembly for safety reasons. Fabrication and delivery of these components will add approximately eight weeks to the schedule with completion of the Idaho Street elevator expected at the end of March. Once the Idaho Street elevator is complete, Schindler will begin work on the Main Street elevator, and barring additional difficulties, should be done by the end of April 2020.

ParkBOI - 9th & Front Parking Garage - Agency Owned Property: The Agency contracted for small areas of waterproofing membrane repairs and additional concrete repairs in the garage. The spall repair is complete. The contractor will resume the membrane repair spring 2020. The Agency issued an RFP to three of its on-call architects for a proposal to repair deteriorated concrete on the stairs. Proposals were received in December 2019. Slichter Ugrin Architects (SUA) was selected and the Agency is in discussions with SUA for project scope, schedule and budget.

ParkBOI - Door Hardware & ADA Upgrades: Slichter Ugrin Architects have been hired as the design professional to develop plans and specifications. Drawings and specs have been completed. The project has been put out to bid, with a bid opening of April 1, 2020.

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, 2020	Next Annual Meeting: October 7, 2020
Issues/Comments:	No issues

Front Street Condominium Association

Members	Percent Interest
CCDC - 9th & Front Parking Garage	25.76%
GBAD	2.00%
Aspen Condominiums	52.17%
Hendricks (retail and office units represented by Colliers International)	20.07%
Annual Report Due: November 30, 2020	Next Annual Meeting: October 7, 2020
Issues/Comments:	No issues

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, 2020	Next Annual Meeting: TBD.
Issues/Comments:	2019 Annual Meeting conducted August 6, 2019.

Capitol Terrace Condominium Association. The Agency is working with Hawkins Companies, owner of the Main + Marketplace commercial condominium units, to update condominium declarations. Hawkins Companies has completed the Main + Marketplace remodel.

Members	Percent Interest
CCDC - Capitol & Main Parking Garage	50%
Hawkins Companies (Main + Marketplace)	50%
Annual Report Due: February 28, 2020	Next Annual Meeting: October 7, 2020.
Issues/Comments:	CCDC and Hawkins Companies are discussing Hawkins' proposal to install security cameras in the common areas.

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, 2020	Next Annual Meeting: TBD
Issues/Comments:	No issues.

ACME Fast Freight Condominium Association

Members	Percent Interest
CCDC – 11th and Front Parking Garage	30.10%
BVA	69.90%
Issues/Comments:	Appoint Agency representatives to COA board.

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VI. ADJOURN



END