

# BOARD OF COMMISSIONERS MEETING

**August 9, 2021** 

**BOISE, ID 83702** 

#### **CAPITAL CITY DEVELOPMENT CORPORATION**

Board of Commissioners Meeting Conference Room, Fifth Floor, 121 N. 9<sup>th</sup> Street August 9, 2021, 12 p.m.

Watch Live at https://ccdcboise.com/the-agency/board-of-commissioners/

#### AGENDA

I.	CA	LL TO ORDER Chair Zuckerman
II.	AC	TION ITEM: AGENDA CHANGES/ADDITIONS
III.	WC	DRK SESSION
	A.	Proposed FY 2022 - 2026 Capital Improvement Plan (20 minutes)  Doug Woodruff, Kevin Martin
IV.	AC	TION ITEM: CONSENT AGENDA
	A.	Expenses  1. Approval of Paid Invoice Report - June 2021  2. Approval of Paid Invoice Report - July 2021
	B.	Minutes and Reports  1. Approval of July 12, 2021 Meeting Minutes
	C.	Other  1. Approve Resolution 1714 - 2155 E Freight Street - Type 2 Participation Agreement with Boise Gateway 2, L.C.  2. Approve Resolution 1715 - Change Order No. 2 to the CM/GC Contract with Guho Corp. for the 8th & Bannock Streetscape Improvements Project  3. Approve Office Lease Renewal
٧.	AC	TION ITEM
	A.	CONSIDER: Resolution 1716 - Approval of the State Street Corridor Framework Document (10 minutes)
	B.	CONSIDER: Resolution 1717 - Approval of the State Street Urban Renewal Plan (10 minutes)
	C.	CONSIDER: Proposed FY 2021 Amended Budget (10 minutes) Joey Chen, Hollli Klitsch
	D.	CONSIDER: Proposed FY 2022 Original Budget (10 minutes) Joey Chen, Holli Klitsch
	E.	CONSIDER: Designate 1001 E Gowen Rd - AZEK for Type 2 Participation (10 minutes)Alexandra Monjar

F.	CONSIDER: Resolution 1713 - Approval of RFQ Ranking for Parking Operator 20	21 Services
	(10 minutes)Kathy V	Nanner, Matt Edmond

#### VI. ADJOURN

This meeting will be conducted in compliance with the Idaho Open Meetings Law. Consistent with COVID-19 guidance from the Centers for Disease Control and Prevention (CDC), attendees will be required to completely cover their nose and mouth with a mask (limited exemptions may apply). Interested members of the public are welcome and are encouraged to attend virtually via the Watch Live link above. Due to limited seating in-person attendees may be required to wait outside the meeting room once the meeting room capacity is reached.

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. WORK SESSION



CIP: 5-Year Capital Improvement Plan

**FISCAL YEARS:** 2022 – 2026

PROPOSED DRAFT: Work Session August 9, 2021



Jules on 3rd Apartments, River Myrtle Old Boise District



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## **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.



COLLABORATE: Successful projects would not be possible without comprehensive, successful collaboration. In any planning effort CCDC undertakes, the Agency brings partners together to achieve vitality goals outlined by the City of Boise and to realize the vision of the City's comprehensive plan- Blueprint Boise. Collaboration with the Agency's mobility partners, Valley Regional Transit, Ada County Highway District, and the Idaho Transportation department ensure transit and mobility goals are achieved, communities are better connected, and Boiseans have greater access to high-quality mobility options. To continue creating a diverse and sustainable economy CCDC relies on the collaboration with local, regional, state and federal economic development agencies to retain, develop and expand the business of commercial development.

**CREATE:** We create places that inspire neighborhood passions and healthy economic investment. Urban renewal is an investment that shapes a neighborhood into a flourishing space 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 by creating shared visions and aspirational plans to guide development.

**DEVELOP:** CCDC's work with urban renewal districts powers local economies and provides an opportunity to incentivize development that meets the community's needs. Through the Agency's Participation Program, CCDC partners with local organizations and property owners to reinvest dollars into meaningful development improvements made possible by the district's ongoing success.

**COMPLETE:** Since 2013, CCDC has completed over \$1 billion in construction value via the Public-Private Partnership Program. The completion of public improvements in mobility and placemaking ensures that Boiseans have a livable, well connected urban center to enjoy for generations and will continue to attract infill developments and fuel economic growth.

### CIP CREATION

## WHY DOES CCDC CREATE A 5-YEAR CIP?

CCDC creates a five-year fiscally responsible Capital Improvements Plan (CIP) as a predictable framework to collaborate with agency and community partners to achieve economic and redevelopment goals that align with the long term vision for the city. The plan allows for flexibility to take advantage of unanticipated opportunities and changes in market conditions.

The CIP is built in conjunction with the one-year budget to allocate limited resources by district to various capital improvement projects and participation program agreements. The plan is evaluated and revised annually and amended to make necessary adjustments as conditions change.

## WHAT TYPES OF PROJECTS ARE INCLUDED IN THE CIP?

Urban renewal is a tool used to power local economies and strengthen neighborhoods by supporting community vision. It is a valuable community process used by towns of all shapes and sizes to meet their unique needs. The projects listed in the CIP are direct investments in public amenities and strategic planning efforts that benefit the public good. It's how we build thriving communities that last generations. These investments fall into three categories:

- 1. Capital Projects: These are CCDC-led projects that have been determined through our partner collaboration process. The Agency is responsible for the planning and execution of these projects. For example: the downtown 11th Street Bikeway, Linen Blocks Streetscape Improvements.
  - In an effort to better coordinate with public agency partners, minimize construction impact, or maximize the public benefit of a project, CCDC also has projects that are led and completed by a partner agency such as ACHD or Boise Arts and History, and is supported by CCDC. For example: Traffic Box artwork.
- 2. Public-Private Participation Program: These projects stimulate and leverage private development to advance CCDC's mission to ignite diverse economic growth, build vibrant urban centers, and promote healthy community design. Through this program, CCDC assists private developers by reimbursing eligible costs to build and improve public infrastructure.

#### **WINTER**

- CCDC, City of Boise, and ACHD meet to review adopted CCDC CIP and other City/ County plans. Revisions to plans are proposed when appropriate.
- 2. Bids for current fiscal year projects are publicized to contractors and the best proposal is approved by the board.

#### **SPRING**

1. Construction begins for projects in current fiscal year.

#### **SUMMER**

- CCDC Board and staff identify next fiscal year project budget based on available resources.
- 2. CCDC staff coordinate CIP updates with Boise City and partner agencies.
- 3. AUGUST: CCDC Board approves fiscal year budget and 5-Year CIP.

#### **FALL**

- 1. Projects for new fiscal year are designed.
- 2. OCTOBER 1: Fiscal Year Begins.

## PARTICIPATION PROGRAM

The Participation Program is CCDC's development assistance program and is designed to advance the aims of urban renewal and economic development. The program assists private and public development projects with improvements that benefit the public, and are located in the public right of way or permanent easement area. Examples of expenses eligible

for reimbursement include streetscapes and sidewalks, utility main lines and improvements, pedestrian and cyclist amenities such as street lights, benches, bike racks, etc., public plazas, parks, and art approved and accepted by the City of Boise. Awnings and historic façade improvements that meet program requirements may also be eligible.

# THE PROGRAM OFFERS 5 TYPES OF PARTNERSHIPS

TYPE **1** 

#### **ONE TIME ASSISTANCE**

Provides a one-time grant of up to \$200,000 for public improvements. Funding is based on a dollar for dollar match with the private developer's investment.

TYPE 2

#### GENERAL ASSISTANCE

Is intended to assist larger projects and provides reimbursement for public improvements through the actual tax increment generated by the project. Reimbursement rates are determined by the Program Scorecard which encourages healthy community design. The program is especially tuned to assist Affordable and Workforce housing projects.

TYPE 3

#### TRANSFORMATIVE ASSISTANCE

Makes available a more customized partnership for projects deemed by the CCDC Board to be transformative in nature and of benefit to the community at large. Generally, these are higher value projects that may include the construction of a significant public facility and will have a high likelihood of maintaining an enduring presence in the community.

TYPE 4

#### CAPITAL IMPROVEMENT PROJECT COORDINATION

Allows CCDC to adjust, co-time, accelerate, or sub-contract CIP projects in coordination with private developers or other public agencies.

TYPE 5

#### PROPERTY DISPOSITION OF CCDC-OWNED PROPERTY

Involves a competitive process, typically a Request for Proposals and/or Qualifications (RFQ/P) which provides conditions and requirements of development. The details of each disposition differ based on the unique characteristics of the property and needs of the community.

# URBAN RENEWAL PLANS DRIVE CIP PROJECTS

"Individual commitment to a group effort – that is what makes a team work, a company work, a society work, a civilization work."

- VINCE LOMBARDI



#### **URBAN RENEWAL DISTRICT FORMATION**

Establishing a new, 20-year term, urban renewal district is a multi-step public process that relies on input and feedback from the general public, neighborhood associations and residents, commercial property owners and tenants, experts, consultants, and public agency partners.

#### CCDC REFERENCES PARTNER AGENCY PLANS

CCDC seeks to create common goals and alignment with a vision greater than our agency.























PARTNER AGENCY PLANS ARE USED TO INFORM URBAN RENEWAL PLANS TO ENSURE THAT EVERY PROJECT WE DRIVE LEAVES THINGS BETTER THAN WE FOUND IT.



THE CIP IS A WORKING DOCUMENT
THAT IS REVIEWED ANNUALLY.
URBAN RENEWAL PLANS ARE
UTILIZED TO HELP DRIVE CIP
PROJECTS FOR EACH DISTRICT.

CCDC creates a 5-year fiscally responsible CIP as a predictable framework to collaborate with agency and community partners to achieve urban redevelopment goals and the long term vision for the city.

# 1-YEAR BUDGET AND PROJECT LIST

The CIP budget and project list are evaluated and revised annually and amended to make necessary adjustments.

#### URBAN RE NEWAL PLANS

LONG TERM URBAN RENEWAL PLANS ARE WRITTEN WHEN THE DISTRICTS ARE FORMED.

Each district has an Urban Renewal Plan that includes a list of public improvements within the Project Area. This list is intended to be a work plan for CCDC during the 20-year term of the district.

# WHAT CCDC CREATES

Urban renewal districts and projects are multi-layered and require a dedicated team with a consistent vision to execute the plan over multiple years or even decades.

CCDC projects incorporate a mixture of five key strategies to help achieve an area's vision. These strategies are highlighted below in the reconstruction of Broad Street in Boise's Central Addition LIV District.

#### **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.

# **BROAD STREET IMPROVEMENTS**

#### **BROAD ST. BETWEEN CAPITOL AND 2ND ST., COMPLETED 2018**

CCDC partnered with the City of Boise and ACHD to reconstruct Broad Street as part of the Central Addition LIV District plan. The project included creative and eco-friendly design with streetscape amenities, geothermal system expansion, fiber optic upgrades, and utilized innovative storm water solutions. This investment has catalyzed significant private investment in the district, including a hotel, and multiple, multifamily housing developments that include ground floor retail.

#### **ECONOMIC DEVELOPMENT**

Since the Broad Street Project has completed, XXXX number of housing units have been built or currently being planned along Broad Street. XX number of new businesses have opened.

#### INFRASTRUCTURE

Above and underground projects include: Geothermal extension, fiber optic conduit, green storm water solutions, sidewalk, street and other right-of-way improvements

#### **MOBILITY**

Streets and sidewalks were designed to provide a mix of transportation options that would accommodate bike, pedestrians, and automobiles. Downtown housing also significantly reduces daily car trips by providing housing, work, and entertainment options in your neighborhood.

#### **PLACE MAKING**

This festival street project includes creative and eco-friendly design with streetscape amenities unique only to the Central Addition LIV District. These include special lights, benches, bike racks, pavers, and art unique to the LIV district.

#### SPECIAL PROJECTS

Partnering with Boise City Arts & History, the project includes a special Broad Street Sculpture and man hole covers that were created by local artists and depict imagery distinct to the history of the neighborhood. The project also complimented Broad Street's local culture by incorporating the brewery grain silo into the streetscape.



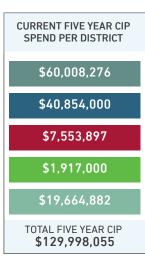
Old Boise Blocks on Grove Street (RMOB #21), Linen Blocks on Grove Street (RMOB #26, WS #13), and the 11th Street Streetscape and Bikeway improvements (RMOB #28, WS #10).

# **INVESTMENT SUMMARY**

CCDC's Capital Improvement Plan projects include projects that fall into at least one, but often multiple core strategies.

#### CCDC DISTRICT LIFESPANS

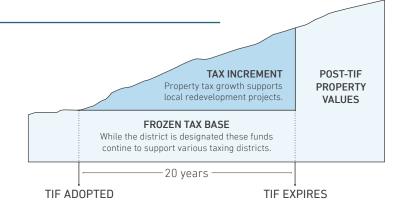




#### PROJECT FUNDING

Capital Improvement Projects and Participation Program Projects are funded by Tax Increment Financing (TIF). TIF is tax revenue generated above the base value set before urban renewal district is established. TIF revenue generated in an Urban Renewal District must be spent in that district. These direct investments are made in an effort to meet the goals and objectives of the individual districts. At the end of a districts term, the added value from these strategic investments is returned to the other taxing entities.

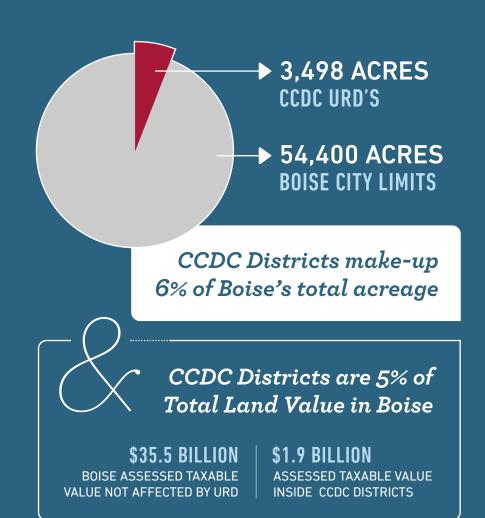
Urban renewal means neighborhood improvements are controlled locally, letting communities decide which development is best for them. But how is it funded?

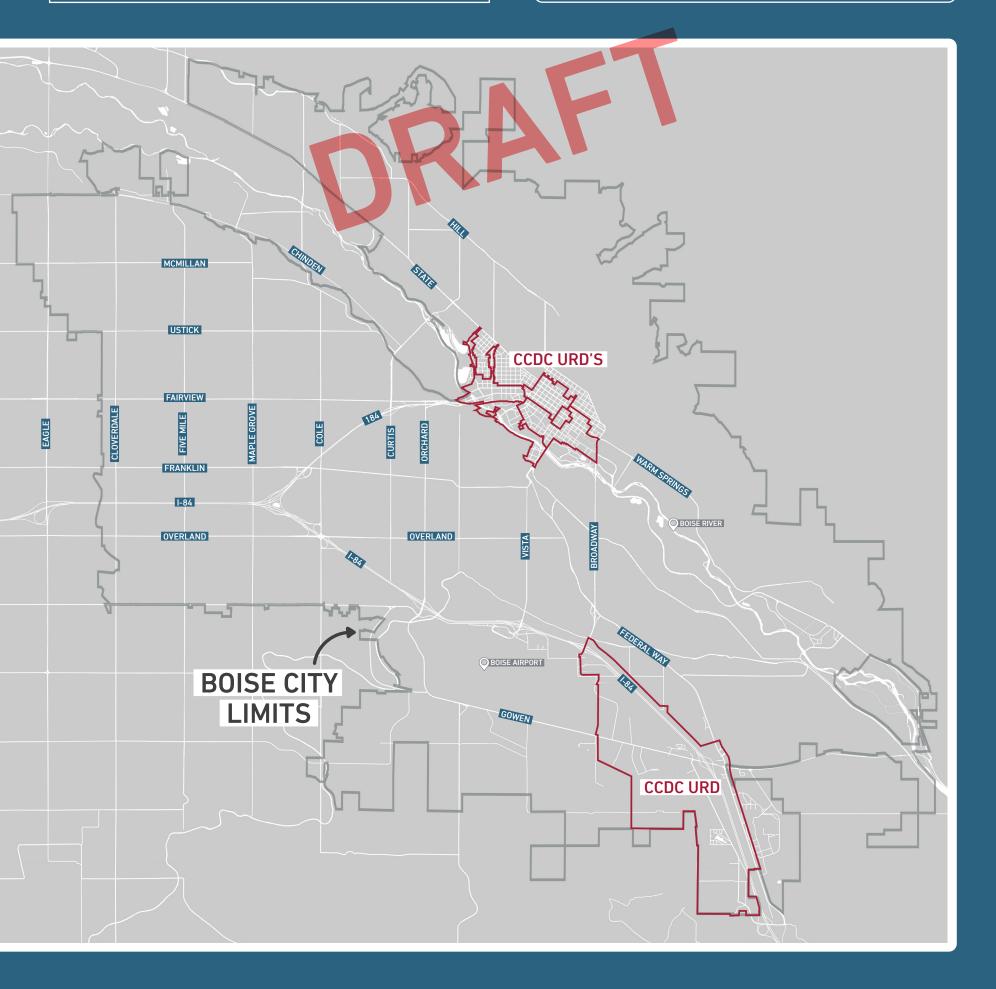


Urban renewal projects are funded by tax increment financing (TIF) and revenue from public parking garages. When a district is formed, a base tax value is set for all property within the district's boundaries. Taxes generated from property values, primarily due to new construction, that improve to rise above the base value are used to fund urban renewal projects. TIF does not create a new property tax within the district, and tax revenue generated by higher property values must be spent within the same district it was generated from.

# SMALL, TARGETED DISTRICTS, WITH A BIG IMPACT ON THE WHOLE VALLEY

The Capital City Development Corporation (CCDC) was formed in 1965 by the Boise City Council in response to the federal urban renewal program, which offered funding to revitalized central cities across the nation. Originally dubbed the Boise Redevelopment Agency, CCDC has evolved over the years into an agency with a one goal in mind: strengthening and building vitality in Boise. CCDC is committed to building public infrastructure that supports development projects, serves as a catalyst for private development and fosters economic growth.





# RIVER MYRTLE DISTRICT

est. **1996** 

The River-Myrtle Old Boise (RMOB)
District consisted of mostly vacant property,
warehouses, and remnants of older industrial uses
when it was first established in 1996. The formation of
the RMOB District was a community-directed effort
to assure that downtown Boise remains the foremost
urban center in the region for business, government,
culture, education, and urban living. The district's
plan set-forth a vision for the area that maintained the
urban vitality of the downtown core while extending
it into the larger downtown area and created a place
that is attractive to fundamental industries, cutting
edge companies, and the workforce they employ.

#### PRIMARY STRATEGIES FOR THE DISTRICT

- Assure that downtown continues to include thriving residential neighborhoods. Increase the number of downtown residents with housing opportunities at all income levels.
- Recruit hotels, retail and other services to create a peopleorientated downtown that attracts visitors, conferences, and employers.
- Improve streets, sidewalks and alleyways so they offer a safe and welcoming pedestrian environment.
- Create a system of parks, plazas, and public spaces that become focal points in the various sub-districts of downtown, act as catalysts for private development, and add livability to the urban surroundings.
- Reduce reliance on surface parking through more sustainable development, increased connectivity for pedestrians and cyclists, and the consolidation of parking into parking structures.

#### **CURRENT 5 YEAR CIP TIMELINE**

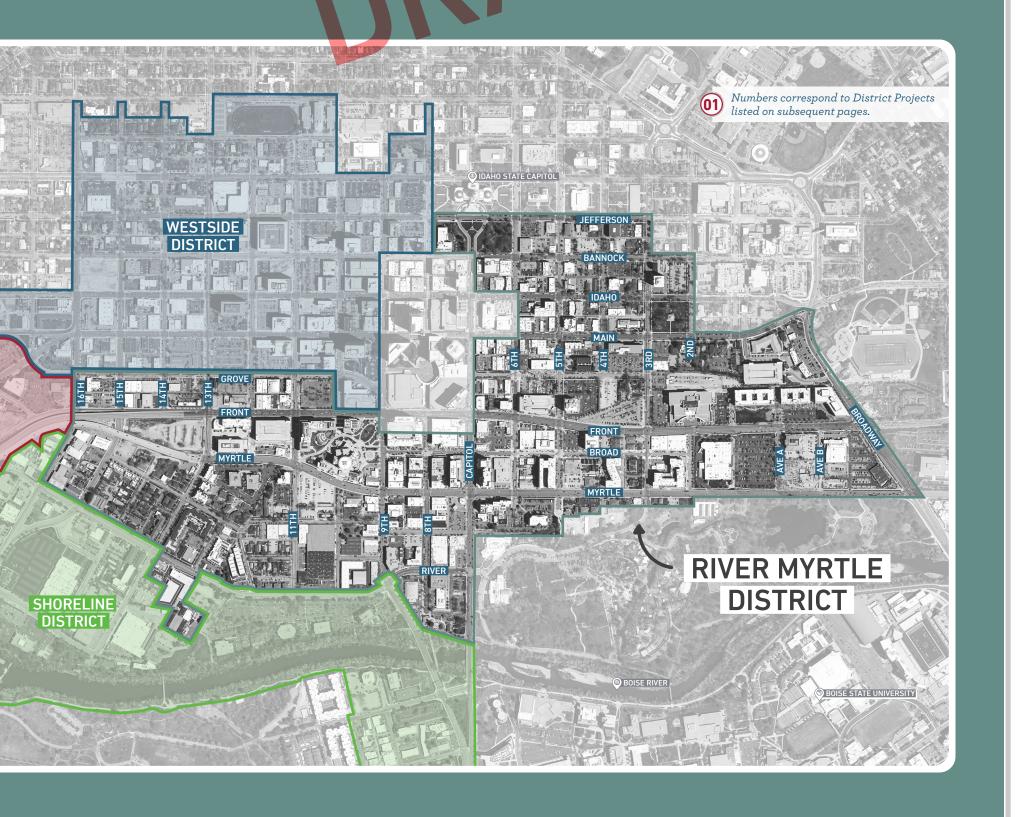


BASE VALUE: \$121 MILLION

2022 TOTAL PROPERTY VALUE:
\$1.1 BILLION

2022 ANNUAL INCREMENT

REVENUE: \$10.1 MILLION



RIV	ER MYRTLE DISTRICT	FY2022	FY2023	FY2024	FY2025	SUNSET	TOTAL
Estir	nated Resources and Project Description	\$26,024	\$8,552	\$13,266	\$12,166	SUNSET	\$60,008
PAR	FICIPATION PROGRAM						
1	Housing Partnerships and Real Estate Acquisitions Public-Private partnerships and/or land purchases and dispositions to increase the supply of housing	11,000					\$11,000
2	Streetscape Grant - One Time Assistance - Type 1 One time grant program for streetscape and utility upgrades up to \$200K; projects are awarded on a first-come, first-served basis	400	400	TBD	TBD		\$800
3	1150 W. Myrtle St Mixed Use - Type 3 Pioneer Crossing (Parcel B) Transformative Development; Public infrastructure improvements and purchas of 250 public parking spaces, \$48M total development cost, 5K SF retail, 100K SF office, and Hotel	600	600	135			\$1,335
4	400 S. Capitol Blvd Hotel - Type 2 Residence Inn Marriott; 186 rooms; \$31M total development cost; public art and public plaza and canopies	22					\$22
5	505 W. Idaho St. – Apartments – Type 2 The Gibson; 81 apartments; \$1M reimbursement; \$13M total development cost; alleyway and streetscape improvements	22					\$22
6	202 S. 6th St Hotel - Type 3  Home2Suites; 138 rooms & 200 leased public parking spaces; \$4.4M parking garage reimbursement; \$1.5M streetscapes & utility reimbursement; \$49M total development cost; public park and public art	400	400	350			\$1,150
7	200 W. Myrtle St Apartments - Type 2  Jules on 3rd (formally Boise Caddis); 160 apartments; 400 parking spaces sold to Ada County; \$1.2M reimbursement for streetscapes on 2nd, 3rd, Myrtle, and Broad streets, utility undergrounding in the alley, and public art; \$31.3M total development cost	141	245	245	226		\$857
8	406 S 4th St Housing/Mixed Use - Type 2  Hearth on Broad (Formally Cartee); 160 Apartments with ground floor retail and live-work units; \$1.3M reimbursement for streetscape and utility improvements; \$48M total development cost		460	460	460		\$1,380
9	512 W. Grove St Apartments/Mixed Use - Type 2  The Lucy; 114 apartments (50 Workforce serving 120% AMI or less), 8K SF ground floor retail; \$1M reimbursement for streetscapes, utility undergrounding and improvements in the alley; \$25.5M total development cost	30	200	200	200		\$630
10	116 S. 6th St Affordable Housing - Type 2  The Thomas Logan; 60 apartments (50 Affordable for 60% AMI or less); 9K SF office space and 5K SF ground floor retail; \$600K reimbursement for streetscapes on 6th and Broad, utility undergrounding and upgrades in the alley; \$15M total development cost		48	48	48		\$144
11	113 S. 5th St Office - Type 1  5th and Grove Office; 6K SF office; \$164K reimbursement for streetscapes and utility undergrounding and upgrades in the alley, and awnings; \$3M total development cost	164					\$164
12	6th Street Streetscapes, Main to Front Street- 1/2 Block - 116 6th St.  Improve Grove street corridor as a multi-modal corridor through downtown Boise. Includes upgraded streetscape, roadway, placemaking, and public space elements per the recommendations of the 2020 Visioning Report.	240					\$240
13	600 W. Front St Apartments - Type 2 The Vanguard; 75 apartments; \$400K reimbursement for streetscapes and utility work; \$16.3M total development cost	30	125	125	125		\$405
14	270 E. Myrtle St Apartments - Type 2 CDG; 249 apartments, 353 parking spaces, and ground floor retail; \$990k reimbursement for streetscapes and utility work; \$52M total development cost		229	433	327		\$988
15	600 S. 8th St Housing/Mixed Use - Type 3 160 units; 180 public parking spaces; \$6.3M parking & façade reimbursement; \$750K streetscapes & utility reimbursement; 55+ yo demographic			6,300	750		\$7,050



RIV	ER MYRTLE DISTRICT	FY2022	FY2023	FY2024	FY2025	SUNSET	TOTAL
Estin	nated Resources and Project Description	\$26,024	\$11,552	\$13,266	SUNSET	\$60,008	
PAR	TICIPATION PROGRAM				'		
16	5th St. and 6th St. Two-Way Conversion and Streetscapes, Myrtle to Jefferson - Type 4  Implement two-way traffic conversion of 5th Street and 6th Street between Myrtle Street and Jefferson Street based on the December 2017 ACHD Concept Report (ACHD Project No. 517020). Partner project with ACHD pavement maintenance project on 5th Street and 6th Street within RM. ACHD to complete two-way conversion and pavement maintenance project on 5th Street and 6th Street north of the RM URD limits at Jefferson Street. Select locations within the corridor with substandard streetscapes to be upgraded.	250			2,500		\$2,750
17	VRT Annual Capital Improvements Assistance On-going support of transit infrastructure improvements throughout the URD.	30	30	30	30		\$120
18	Public Art: S. 8th Street Murals Implement public artwork murals on existing building walls on S 8th Street or intersecting side streets. Candidate locations: Elevator shaft on Boise Contemporary Theatre, north-facing CMU wall on Afton.	105					\$105
19	Public Art: Erma Hayman House and River Street Neighborhood Public Artwork and Historic Signage Implement permanent public artwork and historic interpretive signage at this City of Boise Cultural Site.	85					\$85
20	Public Art: Re-Wrap Traffic Signal Boxes In cooperation with ACHD, implement permanent public artwork via vinyl wrap applied to existing traffic signal controller boxes at signalized intersections.	15	15	15			\$45
CAPI	TAL IMPROVEMENT PROJECTS						
Old E	Boise Blocks - Grove Street Streetscapes						\$9,520
21	Grove St. Improvements, 3rd St. to 6th St. Improve Grove street corridor as a multi-modal corridor through downtown Boise. Includes upgraded streetscape, roadway, placemaking, and public space elements per the recommendations of the 2020 Visioning Report.	3,950					
22	Public Art: Old Boise Blocks on Grove Street Implement permanent public artwork within the public right-of-way in concert with Grove Street Improvements project between 3rd St and 6th St.	165					
23	CW Moore Park Improvements - CCDC/CoB Partnership Improvements to existing park infrastrcture and amenities to occur concurrently with constuction of Grove Street improvements.	200					
24	Downtown Urban Park – CCDC/CoB Partnership In support of the City's 2017 Downtown Parks & Public Spaces plan, identify a preferred location and develop a public park, public plaza or other public space which will meet public space desires as well as serve as a catalyst for nearby development.	800	50	300	3,000		
25	Grove St. Pathway, 3rd St. to Broadway Ave.  Construct a multi-use pathway in support of the City of Boise's Pathway Master Plan, connecting 3rd Street to the enhanced pedestrian crossing on Broadway, generally following an extension of the Grove Street alignment. Project will increase bike and pedestrian mobility by establishing a low-stress connection between the East End and Downtown Boise.	155		900			
Line	n Blocks - Grove Street Streetscapes						\$5,815
26	Grove St. Improvements, 9th St. to 16th St.  See also WS 13 Improve the "Linen Blocks" of Grove street corridor as a multi-modal corridor through downtown Boise. Includes upgraded streetscape, roadway, placemaking and public space elements per the recommendations of the 2021 Visioning Report	3,420	2,280				
27	Public Art: Linen Blocks on Grove Street  See also WS 08  Implement temporary or permanent public artwork on existing commercial sign structure		115				



RIV	ER MYRTLE DISTRICT	FY2022	FY2023	FY2024	FY2025	SUNSET	TOTAL
Estin	nated Resources and Project Description	\$26,024	\$11,552	\$13,266	\$12,166	SUNSET	\$60,008
CAPI	TAL IMPROVEMENT PROJECTS						'
28	11th St. Bikeway and Streetscape Improvements, River St. to State St.  See also WS 10. River to Grove in RM, Grove to State in WS.  Develop a continuous low-stress bikeway with raised bike lanes based on ACHD-approved concept. Bikeway improvements will connect to ACHD bikeway facilities to be constructed in FY22 north of State Street. Also includes streetscape improvements on select block faces. CCDC partnering with ACHD on pavement maintenance and Boise City Canal structure/bridge replacement work.	1,513	648				\$2,161
29	Fulton St. Improvements, 9th St. to Capitol Blvd.						
	Implement streetscape improvement, plaza or festival street type public space within the Fulton Street right-of-way, between 9th Street and Capitol Blvd. Project will celebrate the Arts & Culture District, support multi-modal use of this corridor and support public festivals and special event programming within the right-of-way.	1,058	1,058				\$2,115
30	15th St. Streetscape Improvements, Front St. to Idaho St. (West Side of 15th) See also WS 15. Front to Grove in RM, Grove to Idaho in WS. Improve streetscapes on the west side of 15th Street in concert with City of Boise redevelopment of Fire Station #5 property at 212 S. 16th Street.	75	400				\$475
31	Capitol Blvd. Streetscape and Bike Facility Improvements, River Street to Myrtle Street						
	Improve streetscapes on this iconic, high-volume view corridor into downtown Boise. Streetscape improvements primarily anticipated on the west side, with minor site-specific improvements on the east side, north of Fulton. Includes investigation of potential lane reconfiguration opportunities with ACHD to enhance on-street bike facilities and expand pedestrian facilities to meet streetscape standards, be consistent with other downtown corridors and to improve pedestrian mobility, calm traffic and to activate adjacent businesses.		100	1,175			\$1,275
32	8th St. Improvements, Greenbelt to River St.						
	Implement streetscape improvement, plaza or festival type public space within the 8th Street right-of-way between the Greenbelt and River Street. Project will support public street festivals and special event programing as well as bike and pedestrian mobility along the 8th Street corridor, while maintaining access to adjacent properties. Includes traffic calming and pedestrian safet enhancements at the intersection of 8th Street and River Street.	725	725				\$1,450
33	3rd St. Streetscape and Mobility Improvements, Myrtle St. to Jefferson St.		F0	100	2.000		¢0.150
	Improve non-standard streetscapes (both sides) and upgrade existing on-street sharrows to provide low-stress bike facilities.		50	100	2,000		\$2,150
Myrt	le Street Streetscape Improvements						\$2,150
34	Myrtle St. Streetscape Improvements, Capitol Blvd. to 2nd St.						
	Improve streetscapes on both sides of Myrtle on this high-volume corridor. Investigate potential lane reconfiguration opportunities with ITD per the draft 2017 CCDC Front & Myrtle Alternatives Analysis.		100	800			
35	Public Art: Downtown Boise Entryway Features Implement permanent public artwork to identify and celebrate the eastern entryway to downtown Boise at Front/Broadway and Myrtle/Broadway.			400			
36	Front St. & Myrtle St. Enhanced Crosswalk Treatments						
	Upgrade existing marked and signalized crosswalk locations with decorative thermoplastic pavement marking treatments. Project celebrates place and emphasizes pedestrian priority at crossing locations on Front and Myrtle.			200			
37	10th St. & Front St. Signalized Crossing						
	Implement enhanced, signalized pedestrian crossings of Front Street at the current unsignalized and unmarked intersections of Front and 10th Street to improve pedestrian mobility, safety and comfort for those travelling by non-automobile modes between downtown and JUMP/Simplot destinations. Project celebrates place and emphasizes pedestrian priority at these crossing locations.		75	250			
38	12th St. & Front St. Signalized Crossing						
	Implement enhanced, signalized pedestrian crossings of Front Street at the current unsignalized and unmarked intersection of Front and 12th Street to improve pedestrian mobility, safety and comfort for those travelling by non-automobile modes between downtown "Parcel B" destinations. Project celebrates place and emphasizes pedestrian priority at these crossing locations.		75	250			



RIV	ER MYRTLE DISTRICT	FY2022	FY2023	FY2024	FY2025	SUNSET	TOTAL
Estin	nated Resources and Project Description	\$26,024	\$11,552	\$13,266	\$12,166	SUNSET	\$60,008
CAPI	TAL IMPROVEMENT PROJECTS						
39	5th St. & Myrtle St. Signalized Crossing Implement enhanced pedestrian crossing of Front Street at the current unsignalized and unmarked intersections of 5th Street to improve pedestrian mobility, safety and comfort for those travelling by non-automobile modes between downtown and BSU, Zoo Boise and Julia Davis Park destinations. Project celebrates place and emphasizes pedestrian priority at this crossing location.	330					\$330
40	River Myrtle Assessment and Closeout Projects  Develop comprehensive, district-wide infrastructure condition assessment for streetscapes, alleys, and other public spaces. Identify and execute prioritized infrastructure projects prior to completing the River Myrtle URD sunset process.	100	275	900	2,000		\$3,275
Tota	l River Myrtle Estimated Expenses	\$26,024	\$11,552	\$13,266	\$12,166	SUNSET	\$60,008



# WESTSIDE DISTRICT

est. **2003** 

Created in 2003, the Westside District aimed to reinvigorate the nearly 50 blocks immediately west of the downtown core and help shape a healthy, thriving urban neighborhood with a strong sense of place. City leaders and community members created a shared vision for the area in the district's masterplan that called for more housing choices, walkable urban neighborhood streets, and a rich mix of uses where people live, work, visit, and enjoy being part of the city center.

#### PRIMARY STRATEGIES FOR THE DISTRICT

- Land acquisition for desired, high-quality development and open space that contributes to the vision of the district
- Medium- and high-density housing, specifically middlemarket, mixed-income, that supports downtown's growing workforce
- New office buildings and hotels that diversify downtown's economy and attract employees and visitors to the area
- Structured parking to support growing retail and office space, residents, and visitors, as well as consolidate parking to allow surrounding surface lots to redevelop

#### **CURRENT 5 YEAR CIP TIMELINE**

Fiscal Year

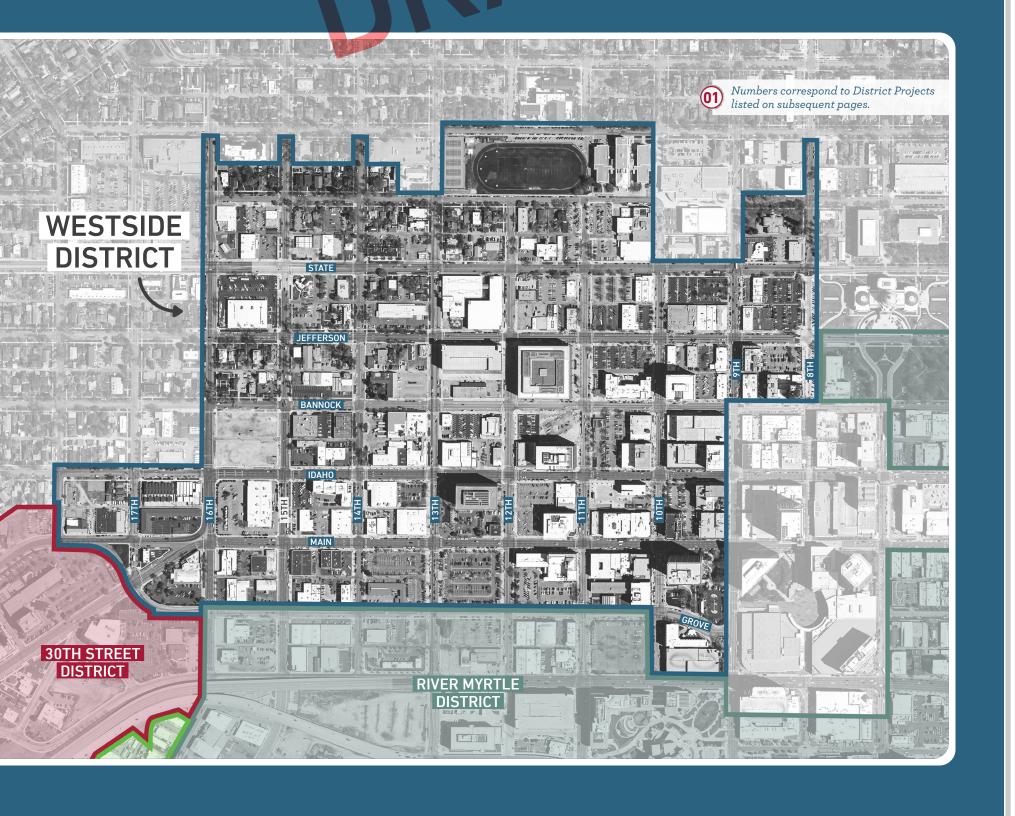
**5 YEAR CIP** 



BASE VALUE: \$142 MILLION

2022 TOTAL PROPERTY VALUE:
\$561 MILLION

2022 ANNUAL INCREMENT REVENUE: \$4.1 MILLION



# **WESTSIDE DISTRICT PROJECTS**

WE	STSIDE DISTRICT	FY2022	FY2023	FY2024	FY2025	FY2026	TOTAL
Estin	nated Resources and Project Description	\$8,617	\$25,322	\$1,316	\$3,600	\$2,000	\$40,854
PAR1	FICIPATION PROGRAM		'		'	'	
1	Block 68 Catalytic Redevelopment Project - Housing & Mixed Use Development - DDA Type 2 & Type 5  Mixed Use. Seeking 225 for rent units, 10,000 sf of commercial space, and adequate parking. Public parking may be included, based on proposals received. \$7.5M land discount anticipated. Up to \$10M available in public parking or streetscape and utility improvements, depending on proposals received.		17,500				\$17,500
2	Housing Partnerships and Real Estate Acquisitions Public-Private partnerships and/or land purchases and dispositions to increase the supply of housing	1,700					\$1,700
3	Streetscape Grant - One Time Assistance - Type 1 One time grant program for streetscape and utility upgrades up to \$200K; projects are awarded on a first-come, first-served basis	400	400	TBD	TBD	TBD	\$800
4	1715 W. Idaho - Infill Development Project - Type 5 Residential mixed-income housing. 48 for-rent units. 100% building AMI. 2 units will be either 60% AMI or Voucher-placed. \$10.4M total development costs.	1,240					\$1,240
5	1010 W Main Street - National Register of Historic Places - Building Façade Restoration - Type 3  Mixed Use hotel and restaurants. 39 hotel rooms, two restaurants seating 160 diners. 190 permanent jobs. \$14M total development costs. Façade restoration of the Historic Averyl Tiner building		1,170				\$1,170
6	1118 W. Idaho St Mixed Use - Type 2 11th & Idaho Bldg; 193k, 9-story office building with first floor retail; \$741,690 reimbursement for streetscape improvements; \$29M total development costs	285	300	156			\$741
7	1024 W. Bannock St Hotel - Type 2 Hyatt Place hotel. 150 rooms. \$452,463 in reimbursements for streetscapes and public improvements in the ROW. \$22M total development costs	90					\$90
8	Public Art: Linen Blocks on Grove Street  See also RM 27 Implement temporary or permanent public artwork on existing commercial sign structure.		130				\$130
9	Public Art: Re-Wrap Traffic Signal Boxes In cooperation with ACHD, implement permanent public artwork via vinyl wrap applied to existing traffic signal controller boxes at signalized intersections	15	15	15			\$45
CAPI	TOL IMPROVEMENT PROJECTS						
10	11th St. Bikeway and Streetscape Improvements, River St. to State St.  See also WS 28. River to Grove in RM, Grove to State in WS.  Develop a continuous low-stress bikeway with raised bike lanes based on ACHD-approved concept. Bikeway improvements will connect to ACHD bikeway facilities to be constructed in FY22 north of State Street. Also includes streetscape improvements on select block faces. CCDC partnering with ACHD on pavement maintenance and Boise City Canal structure/bridge replacement work.	2,597	2,597				\$5,193
11	State St. Streetscape and Utility Improvements, 8th St. to 16th St. Implement spare fiber optic conduit bank between 8th Street and 15th Street and upgrade streetscape (both sides) between 12th Street and 14th Street. Streetscape upgrades to include green stormwater infrastructure (bio-retention planters). Project design, bidding and construction to be completed via Cost Share Agreement with ACHD DBIP project between 2nd Street and 16th Street via cost share agreement.	1,705					\$1,705
12	8th St. Streetscape and Bike Facility Improvements, State Street to Franklin Street Improve streetscapes, underground existing overhead utilities and implement low-stress on-street bike facilities. Streetscape improvements anticipated at 800 W State Street, 815 W Washington Street and 622 N 8th Street. Concept work by City of Boise for bike facilities from State to Washington completed in 2020 in concert with CCDC 8th Street improvements project between Bannock and State Street.	170	1,600				\$1,770
13	Grove St. Improvements, 9th St. to 16th St.  See also RM 26 Improve the "Linen Blocks" of Grove street corridor as a multi-modal corridor through downtown Boise. Includes upgraded streetscape, roadway, placemaking and public space elements per the recommendations of the 2021 Visioning Report.	265	265				\$530



# **WESTSIDE DISTRICT PROJECTS**

WE	STSIDE DISTRICT	FY2022	FY2023	FY2024	FY2025	FY2026	TOTAL
Estir	nated Resources and Project Description	\$8,617	\$25,322	\$1,316	\$3,600	\$2,000	\$40,854
CAPITOL IMPROVEMENT PROJECTS							
14	Bannock St. Streetscapes and Mobility Improvements, 12th St. to 16th St.						
	Improve streetscapes (both sides) in conjunction with the ACHD Bannock Street Bikeway project and improve pedestrian and bike connectivity from West Downtown into Downtown core, including to new Cherie Buckner-Webb Park. Cost share anticipated with ACHD for some Bannock Bikeway improvements.		50	100	2,000	2,000	\$4,150
15	15th St. Streetscape Improvements, Front St. to Idaho St. (West Side of 15th) Improve streetscapes in concert with City of Boise's anticipated redevelopment of Fire Station #5 property at 212 S 16th Street. Improve connectivity to Rhodes Skate Park.	50	250				\$300
16	Westside URD Catalytic Public Space Public park, plaza or open space project in support of City of Boise's Downtown Parks & Public Spaces Plan. Location TBD.		45	45	1,100		\$1,190
17	Westside Assessment and Closeout Projects						
	Develop comprehensive, district-wide infrastructure condition assessment for streetscapes, alleys, and other public spaces. Identify and execute prioritized infrastructure projects prior to completing the Westside URD sunset process.	100	1,000	1,000	500		\$2,600
Tota	l Westside Estimated Expenses	\$8,617	\$25,322	\$1,316	\$3,600	\$2,000	\$40,854



# **30TH STREET DISTRICT**

est. **2014** 

Established in 2014, the 30th Street district was envisioned as a premier urban place celebrating its unique location between the Boise River Corridor and downtown. Once home to many auto-oriented businesses including several car dealerships, large parcels of land were vacated when a new direct east-west route from downtown, the I-84 Connector, was opened in 1992. The reduced traffic affected the area's commercial prospects and large tracts of empty commercial lots are still vacant today. With a focus on the surrounding neighborhoods, the 30th Street master plan seeks to enhance the area to allow for revitalization that broadens the range of housing, employment, neighborhoodoriented services and amenities, transportation options, and arts and culture in the area while honoring and strengthening the existing character of the neighborhoods.

#### PRIMARY STRATEGIES FOR THE DISTRICT

- Create an authentic identity and sense of place for each of the sub-districts by drawing upon the natural setting and history of the area, creating place names, and developing design parameters that result in a distinctive character
- Focus on the neighborhood and the Boise River corridor's exceptional value for visitors and residents and encourage redevelopment on underdeveloped parcels that positively interfaces with the Boise River and surrounding neighborhoods
- Expand workforce housing options across a range of incomes and support multi-modal transportation choices.
- Remove barriers to redevelopment caused by aging and missing infrastructure. Invest public resources in to improving and expanding infrastructure, transit, parking, storm drainage, and brownfields.
- Attract people who bring diversity and creativity to the area by strengthening the community through arts, culture, history and community gathering places.

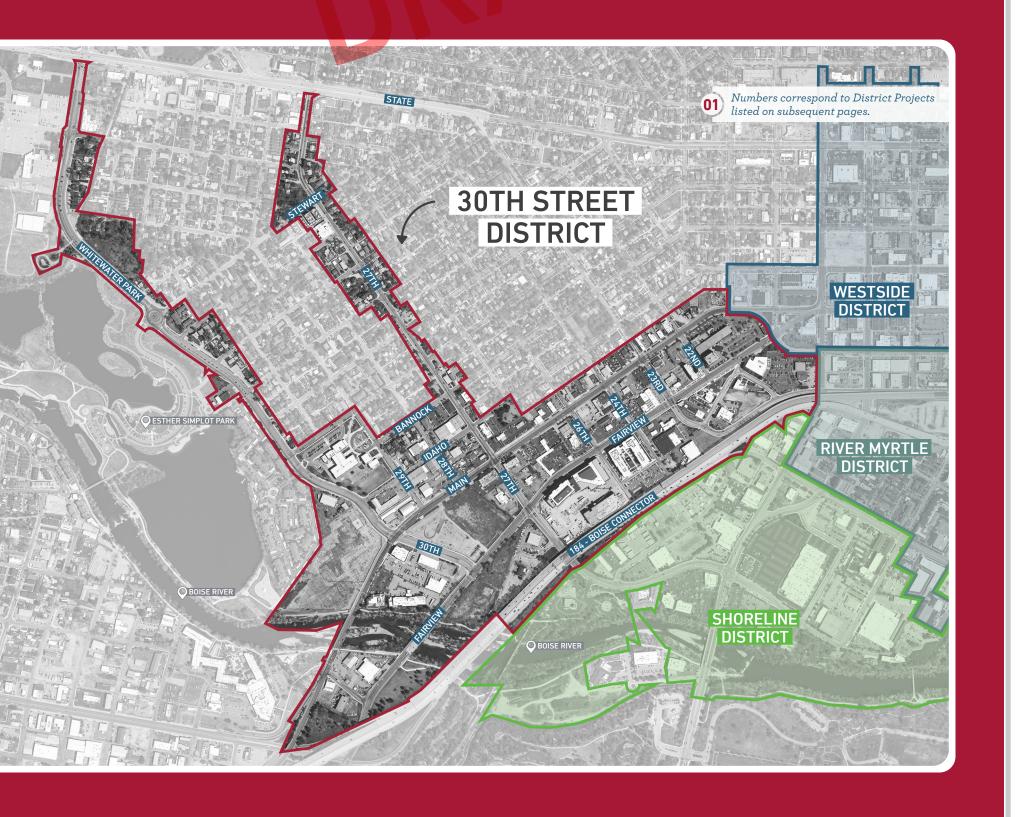
## **CURRENT 5 YEAR CIP TIMELINE**



BASE VALUE: \$64 MILLION

2022 TOTAL PROPERTY VALUE:
\$236 MILLION

2022 ANNUAL INCREMENT REVENUE: \$1.6 MILLION



# **30TH STREET DISTRICT PROJECTS**

301	TH STREET DISTRICT	FY2022	FY2023	FY2024	FY2025	FY2026	TOTAL
Estir	mated Resources and Project Description	<b>\$2,3</b> 27	\$471	\$1,671	\$1,600	\$1,500	\$7,554
PAR	TICIPATION PROGRAM		1	'	1	'	'
1	Housing Partnerships and Real Estate Acquisitions Public-Private partnerships and/or land purchases and dispositions to increase the supply of housing.	1,000		1,400	1,500	1,500	\$5,400
2	Streetscape Grant - One Time Assistance - Type 1 One time grant program for streetscape and utility upgrades up to \$200K; projects are awarded on a first-come, first-served basis.		200	200			\$400
3	2419 W. Fairview Ave Adare - Type 2 Residential mixed-use housing and commercial. 134 Affordable units, some as low as 30% AMI. \$285K reimbursed for utilities and streetscapes. \$27M total development costs.	87	87	24			\$198
4	3205 W. Moore St - Housing - Type 1 Whitewater Townhomes; 9 units across three buildings; public improvements include the extension of Moore Street and utility upgrades; reimbursement and total development costs TBD		200				\$200
5	901 N 27th Street - 27th Street Crossing - Mixed Use - PP Type 1 27th Street Crossing; 65 apartmrents and 6k sf commercial space; \$200k reimbursement for streetscapes & public right of way improvements; \$12M total development costs.	200					\$200
6	2525 Fairview Ave Transit Improvements - Type 4  See also 30th #10  St. Lukes Health System reimbursement for the construction of the transit station at 27th and Fairview.	200					\$200
7	Public Art: Main St. and Fairview Ave. Greenbelt Underpass Murals Implement permanent public artwork murals on existing concrete underpass walls.	60					\$60
8	Public Art: Fairview Ave Entryway Experience Implement permanent public artwork on south side of Fairview, between Boise River and White Water Park Blvd.				100		\$100
CAP	ITOL IMPROVEMENT PROJECTS						
9	Catalytic Public Space Public park, plaza or open space project in support of City of Boise's Downtown Parks & Public Spaces Plan. Location TBD.						UNFUNDED
10	Main St. and Fairview Ave. Transit Island Improvements  See also 30th #06  The Project includes construction of five raised transit islands and associated infrastructure along Main St and Fairview Ave between N 17th St and N 27th St. The transit islands will allow buses to make in-lane stops on Main and Fairview without disrupting the flow of the bike lane.	705					\$705
11	Main St. and Fairview Ave. Mobility & Streetscapes Improvements, Boiser River to 16th Street Improve streetscapes on various blocks of both corridors and side streets. Convert existing buffered on-street bike lanes to protected bike lanes by adding fixed vertical separation element between the bike lane and parking lane or travel lane. Prior to design, conduct concept study to 1) evaluate existing right-of-way restrictions, 2) identify potential roadway reallocation opportunities and 3) coordinate with adjacent property owners on potential easements, right-of-way dedication and anticipated redevelopment activities.	75					\$75
Tota	l 30th Street Estimated Expenses	<b>\$2,3</b> 27	\$471	\$1,671	\$1,600	\$1,500	\$7,554



# SHORELINE DISTRICT

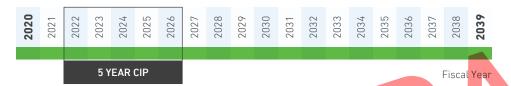
est. **2020** 

As one of CCDC's newest districts, Shoreline is a diverse, mixed-use area tired together by the Greenbelt and Boise River. The district has abundant recreational resources with opportunities to increase connectivity and allow for safe, complete access to the natural amenities. The objectives and desired outcomes for the Shoreline District were guided by community conversations, on-site tours and observations, existing community planning documents, and on-going efforts from stakeholders and partners. A desired vision for the area seeks to solve public infrastructure deficiencies in the Lusk Street neighborhood, revitalize the riverfront neighborhood, and enhance the District's many amenities.

#### PRIMARY STRATEGIES FOR THE DISTRICT

- Redevelopment of underdeveloped or deteriorating properties that are prevalent throughout the district and infrastructure improvements including curb, gutter and sidewalk.
- Riverfront activation and improving access to the Boise River for all user groups while mitigating human impacts to the river ecosystem.
- Mixed-use, infill development that offers housing, services, and amenities to downtown recreationalists, workers, residents, and students.
- Diversity of housing options at all income levels.
- Improved connectivity and mobility options that prioritizes pedestrian, cyclists, transit and vehicles respectively.

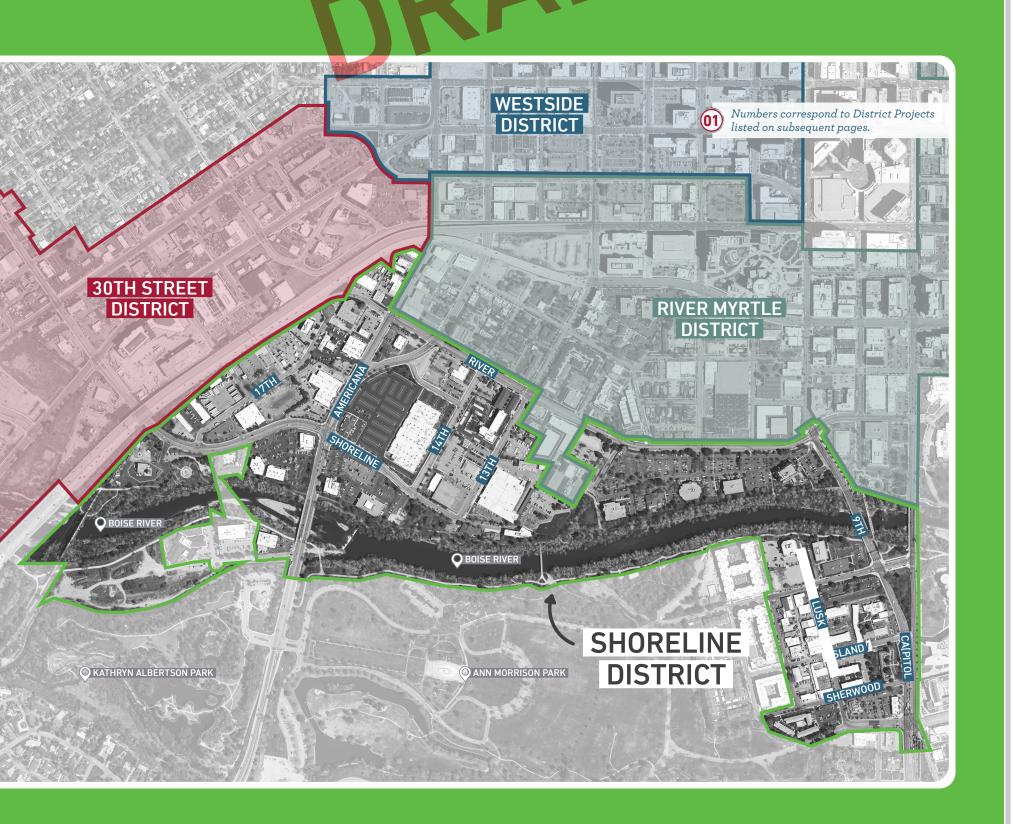






BASE VALUE: \$117 MILLION
2022 TOTAL PROPERTY VALUE:
\$163 MILLION

2022 ANNUAL INCREMENT REVENUE: \$440 THOUSAND



# **SHORELINE DISTRICT PROJECTS**

SHO	ORELINE DISTRICT	FY2022	FY2023	FY2024	FY2025	FY2026	TOTAL
Estin	nated Resources and Project Description	\$330	\$172	\$590		\$825	\$1,927
PAR	TICIPATION PROGRAM	'		'			
1	Housing Partnerships and Real Estate Acquisitions Public-Private partnerships and/or land purchases and dispositions to increase the supply of housing.			590		800	\$1,390
2	Streetscape Grant - One Time Assistance - Type 1 One time grant program for streetscape and utility upgrades up to \$200K; projects are awarded on a first-come, first-served basis.	100	100	TBD	TBD	TBD	\$200
3	General Assistance - Type 2 Reimbursement for public improvements through actual tax increment generated by the project.	TBD	TBD	TBD	TBD	TBD	TBD
CAPI	TOL IMPROVEMENT PROJECTS						
4	Shoreline Streetscape Standards  Evaluate existing conditions and develop a neighborhood-wide strategy for improving and formalizing access to the Boise River from the greenbelt and adjacent public rights-of-way.	80					\$80
5	17th St. Streetscape Improvements, Shoreline Dr. to Cul-de-Sac Improve lighting and safety.	150					\$150
6	Trestle Bridge Lighting Install decorative, programmable LED lighting on greenbelt trestle bridge over the Boise River adjacent to the I-184 Connector		72				\$72
7	Shoreline Park Recreational/Emergency River Access Facility  Improve recreational and emergency vehicle access to the Boise River through Shoreline Park (1375 W Shoreline Drive). May include stabilized boat ramp, retaining walls, revised vehicular connection to Shoreline Drive and greenbelt improvements.					25	\$25
8	Lusk St. Streetscapes, Ann Morrison Park Dr. to Boise River (Phase 1) Improve streetscapes and connectivity to Boise River Greenbelt on west side of Lusk Street. Future phase to address improvements on east side of Lusk Street.						UNFUNDED
9	La Pointe St. Streetscapes, Sherwood St. to Royal Blvd. Improve streetscapes on the east side only.						UNFUNDED
10	Royal Blvd. Streetscapes, La Point St. to 9th St. Improve streetscapes (both sides) to improve connectivity between Ann Morrison Park and BSU.						UNFUNDED
11	Lusk Area Utility Improvements Underground existing overhead utilities on multiple corridors within the Lusk sub-area.						UNFUNDED
12	Greenbelt Path Improvements - North and South shores, Phase 1 Replace existing asphalt greenbelt pathway with City of Boise's standard 12-foot wide concrete cross section. Establish dual zone, parallel pathways per the 2018 Shoreline Urban Framework Plan.						UNFUNDED
Tota	I 30th Street Estimated Expenses	\$330	\$172	\$590	\$0	\$825	\$1,927



# **GATEWAY EAST DISTRICT**

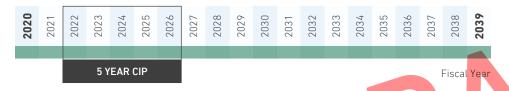
est. **2020** 

of Boise that, due to its location and zoning, is a prime area to serve as the city's industrial hub. A first of its kind, the Gateway East Urban Renewal District holds opportunity to solve public infrastructure deficiencies in the area southeast of the Boise Airport, revitalize the Eisenman Road corridor and enhance opportunities for economic and industrial development in the area. City leaders and community members shared a vision for the area that seeks to diversify Boise's economy, create quality jobs, and plan for industrial growth by improving infrastructure and promoting industrial development in and around Boise's Airport Planning Area.

#### PRIMARY STRATEGIES FOR THE DISTRICT

- Improve infrastructure though projects that could include new sidewalks, roads, utility improvements, and streetlights
- Diversify Boise's economy with industrial development that can help local businesses expand and attract new businesses
- Initiate projects designed to increase workforce transportation and mobility options
- Secure and improve certain public open space in critical areas



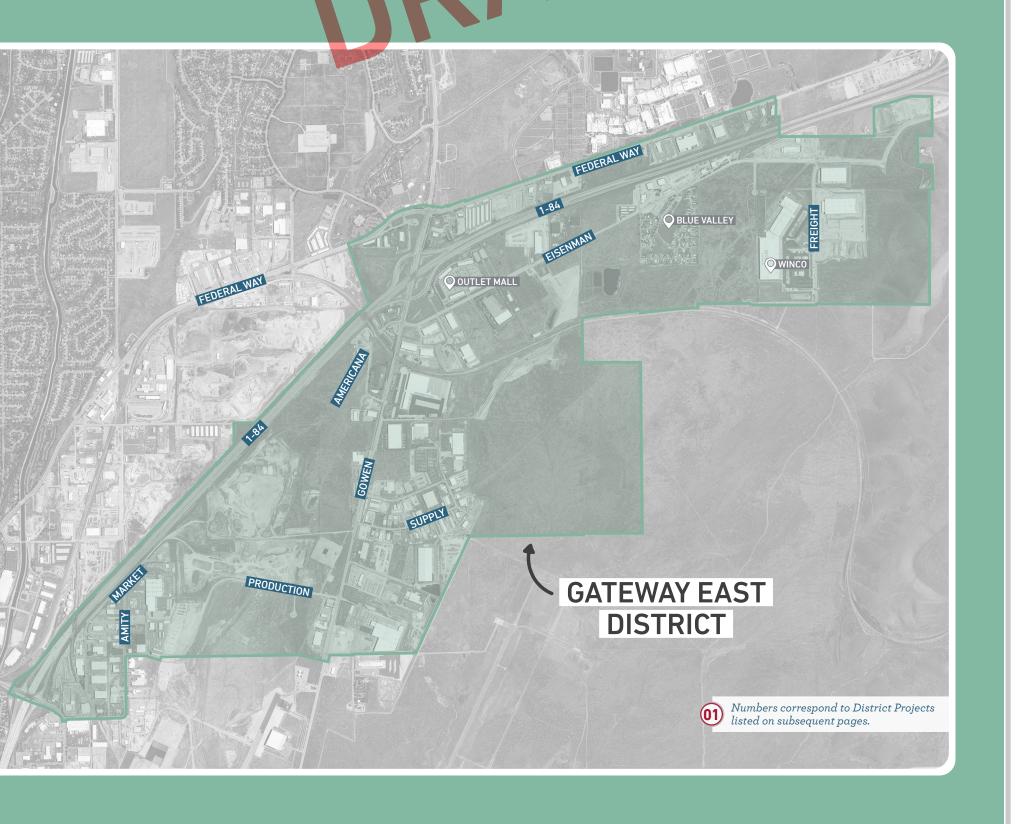




BASE VALUE: \$376 MILLION

2022 TOTAL PROPERTY VALUE:
\$613 MILLION

2022 ANNUAL INCREMENT REVENUE: \$2.3 MILLION



# **GATEWAY EAST DISTRICT PROJECTS**

GAT	EWAY DISTRICT	FY2022	FY2023	FY2024	FY2025	FY2026	TOTAL
Estin	nated Resources and Project Description	\$1,712	\$2,261	\$14,602	\$854	<b>\$</b> 12, <b>282</b>	\$19,665
PART	ICIPATION PROGRAM						
1	9025 S. Federal Way - Office/Warehouse - Type 2	16	16	16	16	16	\$78
	11,000 sf project. 3 offices totalling 8,500 sf. 2 warehouse bays totallying 2,500 sf. 30 total parking stalls. \$2.1M total development costs .	10	10	10	10	10	\$7.0
2	9605 S. Eisenman St. Boise Gateway 1 - Type 2	10/	10/	10/	100		#101
	Boise Gateway 1,68,000 sf industrial fulfillment building with administrative office space; \$425,000 reimbursement for infrastructure and streetscape improvements; \$13M total development costs.	106	106	106	108		\$426
3	2155 E. Frieght St Boise Gateway 2 - Type 2						
	Boise Gateway 2, 287,000 sf industrial retail sorting center with administrative offices; \$580,000 reimbursement for infrastructure improvements; \$53.9M total development costs.			386	386	123	\$895
4	9100 S. Eisenman Rd R&L Carriers - Type 2						
	R&L Carriers; 60,000 sf freight terminal with a 9,000 sf maintenance shop; \$385,000 reimbursement for infrastructure and streetscape improvements; \$9.8M total development costs.		64	64	64	64	\$256
5	10026 S. Eisenman Rd Mr. Gas - Type 2						
	Mr. Gas; 19.3-acre truck stop and retail center offering goods and services for professional drivers; \$480,000 reimbursement for utility improvements; \$12.9M total development costs.		80	80	80	80	\$320
6	1001 E. Gowen Rd Azek/LDK - Type 2		400	400	200		\$1.000
	Azek/LDK, adaptive reuse project for decking material manufacturing facility; public improvements include a power substation and utility upgrades.		400	400	200		\$1,000
7	Lake Hazel and Local Road Concept Design - Eisenman to West URD Boundary (Partnership with ACHD) - Type 4 Preliminary engineering and concept development for the Lake Hazel Extension within the URD boundary.	75					\$75
8	Streetscape Grant - One Time Assistance - Type 1						4
	One time assistance program for streetscape and utility upgrades up to \$200K; projects are awarded on a first-come, first-served basis.		200	200	TBD	TBD	\$400
CAPI	TOL IMPROVEMENT PROJECTS						ı
9	Gowen Road Railroad Bridge Improvements and Fiberoptic Improvements						
	In coordination with ACHD, establish longer bridge span to accommodate future rail with trail pathway to the east of existing UPRR railroad right-of-way. Establish wider sidewalks on the bridge approaches for pedestrian comfort. Implement spare fiberoptic conduit bank between Eisenman Road and Exchange Road for City of Boise. Cost share with ACHD.	115					\$115
10	Bonding for Infrastructure Project (Tentative)					12.000	\$12.000
	Tentative bond issuance based on assessments and potential public-public and/or public-private partnerships.					12,000	\$12,000
11	Production Ave and Gowen Road Fiberoptic Improvements In partnership with City of Boise, install spare fiberoptic utility conduit duct bank on Production Ave and on Gowen Road.	775					\$2,950
12	Production Street Street Extension - Phase 1						
12	Reconfigure and upgrade the existing private lane to ACHD Collector Roadway standards and City of Boise Streetscape Standards and extend street improvements to a point located approximately 1,200 feet south of the current roadway terminus.	250	1,350	1,350			\$200
13	Eisenman Pedestrian Facilities, Blue Sage Lane to Blue Valley Lane						
	Design and install interim pedestrian facilities on the west side of Eisenman in anticipation of full reconstruction, widening of and permanent bike and pedestrian features on both sides of Eisenman in a future year.	200					\$50
14	Eisenman Rd Improvements, Gowen Rd. to Lake Hazel Rd.  Preliminary engineering and concept development for the widening of Eisenman Road to 3 lanes per the ACHD Master Street Map.	50					\$50
15	Eisenman Utility Upgrades, Gowen Rd. to Lake Hazel Rd.						
10	Preliminary assessments of current utility infrastructure and needed upgrades to meet future needs.	125					\$125
Total	Gateway Estimated Expenses	\$1,712	\$2,261	\$14.602	\$854	\$12 <b>282</b>	\$19,665



# **CONTACT US**

#### CAPITAL CITY DEVELOPMENT CORPORATION

121 N. 9th St. Suite 501 | Boise, Idaho 83702

PHONE (208) 384-4264

FAX (208) 384-4267

EMAIL info@ccdcboise.com

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To create a stronger and more accessible Boise through increased housing options for all.



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# IV. CONSENT AGENDA



Paid Invoice Report
For the Period: 6/1/2021 through 6/30/2021

Payee	Description	Payment Date	Amount
Payroll:			
PERSI	Retirement Payment	6/2/2021	19,225.37
EFTPS - IRS	Federal Payroll Taxes	6/2/2021	15,150.64
Idaho State Tax Commission	State Payroll Taxes	6/2/2021	2,308.00
CCDC Employees	Direct Deposits Net Pay	6/2/2021	38,873.27
PERSI	Retirement Payment	6/16/2021	19,230.75
EFTPS - IRS	Federal Payroll Taxes	6/16/2021	15,127.32
Idaho State Tax Commission	State Payroll Taxes	6/16/2021	2,307.00
CCDC Employees	Direct Deposits Net Pay	6/16/2021	38,873.57
PERSI	Retirement Payment	6/30/2021	19,967.17
EFTPS - IRS	Federal Payroll Taxes	6/30/2021	16,356.24
Idaho State Tax Commission	State Payroll Taxes	6/30/2021	2,554.00
CCDC Employees	Direct Deposits Net Pay	6/30/2021	41,272.17
	7	Total Payroll Payments:	231,245.50
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	June 2021	1,817,354.63

\$ 2,048,600.13 **Total Cash Disbursements:** 

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

Joey Chen	John Brunelle
Finance Director	<b>Executive Director</b>
	8-4-2021
8/3/2021	
Date	Date

Paid Invoice Report - Alphabetical Check issue dates: 6/1/2021 - 6/30/2021 Page: 1 Jul 28, 2021 12:41PM

Report Criteria:

Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4136	Abbey Louie	201	Management Training FY2	05/26/2021	4,000.00	12009	06/29/2021
Tota	Total 4136:				4,000.00		
3871	ABC Stamp Signs & Award	0550983	Employee Name Tags	04/14/2021	46.05	Multiple	Multiple
Tota	al 3871:				46.05		
4126	Agnew Beck Consulting Inc	9493 9493 9493 9493 9493	Linen Blocks - W. Grove St Linen Blocks - W. Grove St	04/25/2021 04/25/2021 04/25/2021 04/25/2021 04/25/2021 04/25/2021	6,734.25 748.25	12031 12031	06/30/2021 06/30/2021
		9494 9552 RMOB 9552 RMOB	Old Boise Blocks on Grove Linen Blocks - W. Grove St Linen Blocks - W. Grove St Old Boise Blocks on Grove	04/25/2021 05/27/2021 05/27/2021 05/31/2021	8,497.50 215.88 1,942.87 6,877.50	12031 12031 12031 12031	06/30/2021 06/30/2021 06/30/2021 06/30/2021
Tota	al 4126:				25,016.25		
3838	American Fire Protection L	11910 B	Service call	05/31/2021	185.00	63964	06/25/2021
Tota	al 3838:				185.00		
1316	Blue Cross of Idaho	21123000146	Health Insurance - Jun 202	06/01/2021	27,788.26	Multiple	06/01/2021
Tota	al 1316:				27,788.26		
1385	Boise City Utility Billing	848 W MAIN	848 Main St # 0447416001	06/01/2021	8.42	12052	06/29/2021
Tota	al 1385:				8.42		
4022	Boxcast Inc	B57F3A3-00	storage fees	06/01/2021	22.08	12011	06/29/2021
Tota	al 4022:				22.08		
4082	BVGC Parcel B LLC	1600008305	11th & Front garage CAM e	06/01/2021	2,014.50	12012	06/29/2021
Tota	al 4082:				2,014.50		
3712	Car Park	5TH&FR 042 5TH&FR 042	5th & Front Pkg lease Apr 5th & Front Pkg Rev Apr 20	04/25/2021 04/25/2021	30,000.00 23,623.00-	12032 12032	06/30/2021 06/30/2021
Tota	al 3712:				6,377.00		
1556	Caselle Inc.	109241	Contract support - May 202	06/01/2021	840.00	63961	06/01/2021
Tota	al 1556:				840.00		
1595	City of Boise	IL1717-JUNE IL1717-JUNE	Downtown Core Maint - R Downtown Core Maint - W	06/01/2021 06/01/2021	1,983.33 1,436.21	63965 63965	06/25/2021 06/25/2021

Jul 28, 2021 12:41PM

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Tota	J 4505.				2 440 54		
1018	al 1595:				3,419.54		
3947	Crane Alarm Service	82513	Fire Alarm System - Monito	06/01/2021	25.00	63966	06/25/2021
Tota	al 3947:				25.00		
1703	CSHQA	35239	ParkBOI LED Lighting Upg	05/30/2021	100.87	12013	06/29/2021
Tota	al 1703:				100.87		
3977	Cushing Terrell Architects	159318	17th Street Reinvestment	05/24/2021	2,340.43	12014	06/29/2021
Tota	al 3977:				2,340.43		
4151	Desman Inc	D21021	10th & Front Garage Struct	04/30/2021	830.00	12015	06/29/2021
Tota	al 4151:				830.00		
1838	Elam & Burke P.A.	191030 191031 191032 191033 191034	Ada County Reuse of Parc Public Records Requests Parking Matters State Street - New URD River Myrtle Termination	05/30/2021 05/30/2021 05/30/2021 05/30/2021 05/30/2021	3,469.60 45.00 504.45 2,002.50 6,759.15	12033 12033 12033 12033 12033	06/30/2021 06/30/2021 06/30/2021 06/30/2021 06/30/2021
		191034 191035 191037	101-0 General 101-0 General	05/30/2021 05/30/2021 05/30/2021	1,291.85 855.00	12033 12033 12033	06/30/2021 06/30/2021 06/30/2021
			WS District	05/30/2021	4,365.30	12033	06/30/2021
Tota	al 1838:				19,292.85		
4155	Front Street Investors LLC	062121 H2S	T3 Contractual Pmt-500Fro	06/18/2021	330,000.00	12034	06/30/2021
Tota	al 4155:				330,000.00		
3695	Guho Corp.	200101063-0 200101063-0 200101063-0 200101063-0 210101035-2	8th & Bannock Streetscape 8th & Bannock Streetscape 8th & Bannock Streetscape 8th & Bannock Streetscape 9th & Front Garage Stair St	06/18/2021 06/18/2021 06/18/2021 06/18/2021 05/26/2021	88,042.94 205,433.54 88,266.35 205,954.81 67,566.68	12035 12035 12035 12035 12035	06/30/2021 06/30/2021 06/30/2021 06/30/2021 06/30/2021
Tota	al 3695:				655,264.32		
3872	Guy Hand Productions	2118	Spring 2021 Project Photos	06/13/2021	3,500.00	63967	06/25/2021
Tota	al 3872:				3,500.00		
3810	Hummel Architects PLLC	9881	Cap & Main Elevators Refu	05/19/2021	18,826.00	12036	06/30/2021
Tota	al 3810:				18,826.00		
3826	Idaho Airships Inc.	7338	Updated Aerial Mapping	05/22/2021	6,250.00	12037	06/30/2021
Tota	al 3826:				6,250.00		
2165	Idaho Power	27995 MAY 2 406607 MAY	9th & State # 2201627995 9th St outlets #220040660	05/31/2021 05/31/2021	3.51 3.51	12050 12051	06/17/2021 06/18/2021

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Tota	al 2165:				7.02		
3900	Idaho Records Manageme	0145202	Records Storage	05/31/2021	79.00	12016	06/29/2021
Tota	al 3900:				79.00		
3966	Involta LLC	0061108	Website Hosting Services	06/01/2021	1,347.90	12017	06/29/2021
Tota	al 3966:				1,347.90		
2288	Jensen Belts Associates	1768CD-10 0 1768CD-10 0 2114-1 2114-1	8th and Bannock Streetsca 8th and Bannock Streetsca 11th Street Bikeway & Stre 11th Street Bikeway & Stre	05/27/2021 05/27/2021 05/31/2021 05/31/2021	6,302.23 7,106.77 34,810.27 37,249.66	12038 12038 12038 12038	06/30/2021 06/30/2021 06/30/2021 06/30/2021
Tota	al 2288:				85,468.93		
4174	John Rohrer Contracting C	18972	10th & Front Garage Struct	05/26/2021	83,061.90	12039	06/30/2021
Tota	al 4174:				83,061.90		
4171	J-U-B Engineers Inc	0143030	State Street Cultural Resou	04/25/2021	1,100.00	12018	06/29/2021
Tota	al 4171:				1,100.00		
3715	KB Fabrication & Welding	12249	Bike Corral Shoreline Drive	05/26/2021	2,950.00	63968	06/25/2021
Tota	al 3715:				2,950.00		
3913	Kimley-Horn and Associate	18940901	Area 6 Parking Supply/De	05/30/2021	7,442.50	12040	06/30/2021
Tota	al 3913:				7,442.50		
2360	Kittelson & Associates Inc.	0118565	5th & Myrtle - Signalize Cro	05/27/2021	1,200.00	12019	06/29/2021
Tota	al 2360:				1,200.00		
2186	McClatchy Company LLC	24686	Legal Notices	05/31/2021	110.95	63969	06/25/2021
Tota	al 2186:				110.95		
4168	Michael Zuzel	210018-MAY	Staff Bios and Feature Artic	05/26/2021	215.00	12020	06/29/2021
Tota	al 4168:				215.00		
4157	MIG Inc		State Street Corridor Fram State Street Expanded Out	04/30/2021 04/30/2021	3,346.50 761.41	12021 12021	06/29/2021 06/29/2021
Tota	al 4157:				4,107.91		
2567	Mountain States Appraisal	ID2-210032	Reuse Appraisal 1715 W. I	05/18/2021	5,000.00	12022	06/29/2021
Tota	al 2567:				5,000.00		
4129	Nations Roof LLC	319628-MT 320000-MT	421 N 10th St (Trophy Hou parking garage roof repairs	06/15/2021 06/15/2021	1,200.00 316.50	63970 63970	06/25/2021 06/25/2021

/endor lumber	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Tota	al 4129:				1,516.50		
4023	Primary Electric Inc	042821 #4	LED Upgrades - 9th & Fron	04/28/2021	46,289.56	12041	06/30/2021
	,	052621 #5	LED Upgrades - 9th & Fron LED Upgrades - 9th & Fron	05/31/2021 04/14/2021	1,339.31 22,634.34	12041 12041	06/30/2021 06/30/2021
Tota	al 4023:				70,263.21		
2774	Pro Care Landscape Mana	38156	Landscape Maintenance -	05/26/2021	558.00	12023	06/29/2021
		38157 38158	Landscape Maintenance - Landscape Maintenance -	05/26/2021 05/26/2021	142.00 53.76	12023 12023	06/29/2021 06/29/2021
		38159	Landscape Maintenance -	05/26/2021	48.00	12023	06/29/2021
		38160	Landscape Maintenance -	05/26/2021	83.36	12023	06/29/2021
		38161	•	05/26/2021	48.00	12023	06/29/2021
		38307	1715 Vacant Lot (Weed C	05/26/2021	1,077.00	12023	06/29/2021
Tota	al 2774:				2,010.12		
2798	Quadrant Consulting Inc.	11597	State Street Streetscape (	05/30/2021	2,258.07	12024	06/29/2021
Tota	al 2798:				2,258.07		
4125	Red Sky Inc	12168	Communication Services F	04/25/2021	2,000.00	63971	06/25/2021
		12183	Communication Services F	05/30/2021	2,000.00	63971	06/25/2021
Tota	al 4125:				4,000.00		
3896	Rim View LLC	0621 TRAILH	Monthly Rent - Trailhead M	06/01/2021	15,250.00	63962	06/01/2021
Tota	al 3896:				15,250.00		
3796	Scheidt & Bachmann USA I	44450	May 2021 Merchant Fees	05/31/2021	783.10	12025	06/29/2021
Tota	al 3796:				783.10		
4076	Schindler Elevator Corpora	051321 #5	9th & Main elevator refurbi	05/31/2021	11,397.70	12042	06/30/2021
		051321 #5	9th & Main elevator refurbi	05/31/2021	1,488.00	12042	06/30/2021
Tota	al 4076:				12,885.70		
3542	Security LLC - Plaza 121	MAY21 SEC	Office rent	06/01/2021	13,970.00	63963	06/01/2021
Tota	al 3542:				13,970.00		
4124	Slichter Ugrin Architecture I	1529	9th & Front Stair Structural	06/17/2021	16,100.00	12043	06/30/2021
Tota	al 4124:				16,100.00		
3974	Stability Networks Inc.	35699	IT Services - FY2021	05/30/2021	2,735.00	12026	06/29/2021
		35699	Phone System Support	05/30/2021	105.00	12026	06/29/2021
			AppRiver SecureTide	05/30/2021	100.00	12026	06/29/2021
			Cisco Subscription Cloud Backup	05/30/2021 05/30/2021	5.84 456.00	12026 12026	06/29/2021 06/29/2021
	al 3974:				3,401.84		

endor umber	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
3029	State Insurance Fund	25057477	Installment Premium	05/26/2021	1,485.00	63972	06/25/2021
Tota	al 3029:			_	1,485.00		
3242	Suez Water Idaho	2853 MAY 20	Eastman office #06000337	05/26/2021	68.98	12048	06/01/2021
		30025 MAY 2	437 S 9th St irri #06006688	05/26/2021	30.01	12047	06/01/2021
		4259 MAY 20	516 S 9th St irri #06006391	05/26/2021	28.50	12046	06/01/2021
		8504 MAY 20	Grove & 10th #060035756	05/26/2021	101.03	12049	06/01/2021
Tota	al 3242:			-	228.52		
4109	Syringa Networks LLC	20339 JUNE	internet & data	06/01/2021	653.35	63973	06/25/2021
Tota	al 4109:			_	653.35		
4074	The Potting Shed	19365	Interior Plant Maint.	05/31/2021	65.00	63974	06/25/2021
Tota	al 4074:				65.00		
3170	Treasure Valley Coffee Inc	2160:075062	Water & Cooler Rental	06/08/2021	106.00	63975	06/25/2021
Tota	al 3170:			_	106.00		
3233	United Heritage	UNITED JUN	Disability insurance - June	06/01/2021	1,525.44	63976	06/25/2021
Tota	al 3233:			_	1,525.44		
3835	US Bank - Credit Cards	05.25.2021	voice, Data, Webhosting	05/25/2021	96.63	12008	06/15/2021
		05.25.2021	Office Supplies	05/25/2021	649.09	12008	06/15/2021
		05.25.2021	Computer & Software Supp	05/25/2021	645.76	12008	06/15/2021
		05.25.2021	Postage	05/25/2021	343.47	12008	06/15/2021
		05.25.2021	Dues & Subscriptions	05/25/2021	1,380.00	12008	06/15/2021
		05.25.2021	Personnel Training (Local)	05/25/2021	5.00	12008	06/15/2021
		05.25.2021	Street/District Improvement	05/25/2021	40.00	12008	06/15/2021
		05.25.2021	Street Furniture (New)	05/25/2021 05/25/2021	103.00	12008	06/15/2021
		05.25.2021 05.25.2021	•	05/25/2021	72.10 3,709.35	12008 12008	06/15/2021 06/15/2021
Tota	al 3835:				7,044.40		
4068	Veritas Material Consulting	1626	10th & Front Garage Struct	05/31/2021	1,900.00	12027	06/29/2021
Tota	al 4068:				1,900.00		
3997	Wash Worx	INV-000847	Tree grate repairs	05/20/2021	195.00	12028	06/29/2021
		INV-000856	Tree grate repairs	06/09/2021	385.00	12028	06/29/2021
		INV-000860	10th & Front standpipe gua	06/09/2021	725.00	12028	06/29/2021
		INV-000865	bench repair	06/17/2021	975.00	12028	06/29/2021
		INV-000869	bench repair	06/21/2021	975.00	12028	06/29/2021
Tota	al 3997:			-	3,255.00		
3365	Westerberg & Associates	246	Legislative Advisement Ser	05/26/2021	2,000.00	12029	06/29/2021
Tota	al 3365:			-	2,000.00		
	Western Records Destructi	05/2065	Records Destroyed	05/31/2021	47.00	63977	06/25/2021

CAPITAL CITY DEVELOPMENT CORI	CAPITAL	_ CITY	DEVE	LOPMEN <sup>-</sup>	T CORF
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Paid Invoice Report - Alphabetical Check issue dates: 6/1/2021 - 6/30/2021 Page: 6 Jul 28, 2021 12:41PM

IN001667473   Bldg 8 fire pump maintena   05/26/2021   1,386.03   63978   06/25/2021   1,386.03   63978   06/25/2021   1,386.03   63978   06/25/2021   1,660.69   1,660.69   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   1204	Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
IN001667473   Bldg 8 fire pump maintena   05/26/2021   1,386.03   63978   06/25/2021   1,386.03   63978   06/25/2021   1,386.03   63978   06/25/2021   1,660.69   1,660.69   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   06/30/2021   1,660.69   12044   1204	Tota	al 3998:				47.00		
3398 Wright Brothers 18149-8 Westside Urban Park CM 05/31/2021 346,696.39 12044 06/30/2020  Total 3398: 346,696.39  3990 Xerox Corporation 723218277 Copier Lease 05/31/2021 350.62 12030 06/29/2020  Total 3990: 350.62  3868 YESCO INY-0295210 421 N 10th Street building 05/26/2021 9,661.00 63979 06/25/2020	3374	Western States Equipment		,				06/25/2021 06/25/2021
Total 3398: 346,696.39  3990 Xerox Corporation 723218277 Copier Lease 05/31/2021 350.62 12030 06/29/2020  Total 3990: 350.62  3868 YESCO INY-0295210 421 N 10th Street building 05/26/2021 9,661.00 63979 06/25/2020	Tota	al 3374:				1,660.69		
3990 Xerox Corporation 723218277 Copier Lease 05/31/2021 350.62 12030 06/29/2020  Total 3990: 350.62  3868 YESCO INY-0295210 421 N 10th Street building 05/26/2021 9,661.00 63979 06/25/2020	3398	Wright Brothers	18149-8	Westside Urban Park CM	05/31/2021	346,696.39	12044	06/30/2021
Total 3990: 350.62  3868 YESCO INY-0295210 421 N 10th Street building 05/26/2021 9,661.00 63979 06/25/202	Tota	al 3398:				346,696.39		
3868 YESCO INY-0295210 421 N 10th Street building 05/26/2021 9,661.00 63979 06/25/2020	3990	Xerox Corporation	723218277	Copier Lease	05/31/2021	350.62	12030	06/29/2021
	Tota	al 3990:				350.62		
Total 3868: 0 661 00	3868	YESCO	INY-0295210	421 N 10th Street building	05/26/2021	9,661.00	63979	06/25/2021
9,001.00	Tota	al 3868:				9,661.00		
Grand Totals: 1,817,354.63	Gra	and Totals:				1,817,354.63		

Report Criteria:

Detail report type printed



Paid Invoice Report
For the Period: 7/1/2021 through 7/31/2021

Payee	Description	Payment Date	Amount
Payroll:			
PERSI	Retirement Payment	7/12/2021	7,915.28
PERSI	Retirement Payment	7/12/2021	13,184.52
EFTPS - IRS	Federal Payroll Taxes	7/14/2021	17,923.44
Idaho State Tax Commission	State Payroll Taxes	7/14/2021	2,803.00
CCDC Employees	Direct Deposits Net Pay	7/14/2021	43,337.84
Idaho Dept of Labor	Q2 2021 SUTA Payment	7/16/2021	1,405.11
PERSI	Retirement Payment	7/26/2021	10,842.00
PERSI	Retirement Payment	7/26/2021	6,348.90
EFTPS - IRS	Federal Payroll Taxes	7/28/2021	14,008.98
Idaho State Tax Commission	State Payroll Taxes	7/28/2021	2,036.00
CCDC Employees	Direct Deposits Net Pay	7/28/2021	36,794.75
	٦	Total Payroll Payments:	156,599.82
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	July 2021	959,331.93

**Total Cash Disbursements:** \$ 1,115,931.75

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

Joey Chen	John Brunelle
Finance Director	<b>Executive Director</b>
8/3/2021	8-4-2021
Date	Date

Paid Invoice Report - Alphabetical Check issue dates: 7/1/2021 - 7/31/2021 Page: 1 Aug 03, 2021 01:54PM

Report Criteria:

Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4136	Abbey Louie	209	Management Training FY2	06/29/2021	4,000.00	12053	07/22/2021
Tota	al 4136:				4,000.00		
3871	ABC Stamp Signs & Award		Employee Name Tags Name plate & holder-Steve	04/14/2021 07/07/2021	46.05- 25.85	Multiple 63984	Multiple 07/21/2021
Tota	al 3871:				20.20-		
3659	Ada County		July 2021 Master Ground July 2021 Surplus Ground	07/12/2021 07/12/2021	30,025.00 13,005.50	63985 63985	07/21/2021 07/21/2021
Tota	al 3659:				43,030.50		
1058	Ada County Highway Distri	16655	2020 Downtown Boise Impl	06/30/2021	588.35	63986	07/21/2021
Tota	al 1058:				588.35		
1316	Blue Cross of Idaho	21155000094	Health Insurance - July 202	07/01/2021	27,608.68	63980	07/01/2021
Tota	al 1316:				27,608.68		
1385	Boise City Utility Billing	848 W MAIN	848 Main St # 0447416001	07/12/2021	8.42	12087	07/26/2021
Tota	al 1385:				8.42		
4022	Boxcast Inc	B57F3A3-00	storage fees	07/01/2021	22.71	12054	07/22/2021
Tota	al 4022:				22.71		
4082	BVGC Parcel B LLC	1600008439	11th & Front garage CAM e	07/01/2021	2,014.50	12055	07/22/2021
Tota	al 4082:				2,014.50		
3712	Car Park		Cap & Front - BLVD Cap & Main - Cap Terrace Cap & Myrtle - Myrtle 9th & Front - refunds 9th & Main - Eastman refun	05/29/2021 05/29/2021 05/29/2021 05/29/2021 05/29/2021 05/29/2021 05/29/2021 05/29/2021	18,594.85 33,550.84 20,429.36 10,515.41 25,242.14 16,493.55 25.00 9.00 9.00	12075 12075 12075 12075 12075 12075 12075 12075	07/23/2021 07/23/2021 07/23/2021 07/23/2021 07/23/2021 07/23/2021 07/23/2021 07/23/2021
Tota	al 3712:				124,869.15		
3857	Carew Co		ParkBOI Website Design CCDC Website Maint.	07/06/2021 06/28/2021	6,700.00 362.50	12076 12076	07/23/2021 07/23/2021
Tota	al 3857:				7,062.50		
1556	Caselle Inc.	109825	Contract support - July 202	07/01/2021	840.00	63981	07/01/2021

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Tota	al 1556:				840.00		
1595	City of Boise	IL1732 IL1732	Downtown Core Maint - W Downtown Core Maint - R	07/01/2021 07/01/2021	1,436.21 1,983.33	63987 63987	07/21/2021 07/21/2021
Tota	al 1595:				3,419.54		
1643	Community Planning Assoc	221133	FY21 4th qtr Membership	07/01/2021	2,275.00	12056	07/22/2021
Tota	al 1643:				2,275.00		
3947	Crane Alarm Service	83627 84385 84385	Fire Alarm System - Monito annual inspection 2021 Fire panel repair	07/01/2021 07/01/2021 07/01/2021	25.00 2,026.00 520.00	63988 63988 63988	07/21/2021 07/21/2021 07/21/2021
Tota	al 3947:				2,571.00		
1703	CSHQA	35446	ParkBOI LED Lighting Upg	06/28/2021	761.01	12057	07/22/2021
Tota	al 1703:				761.01		
3977	Cushing Terrell Architects	160027	17th Street Reinvestment	06/29/2021	3,913.05	12058	07/22/2021
Tota	al 3977:				3,913.05		
4151	Desman Inc	D21028 D21029	10th & Front Garage Struct 10th & Front Garage Struct	05/28/2021 05/28/2021	2,340.00	12059 12059	07/22/2021 07/22/2021
Tota	al 4151:				2,344.60		
3882	Eighth and Main LLC	062321	FY21 garage easement agr	06/28/2021	33,142.00	63989	07/21/2021
Tota	al 3882:				33,142.00		
3695	Guho Corp.	210042 0630	9th & Front Garage Stair St	06/29/2021	77,176.77	12077	07/23/2021
Tota	al 3695:				77,176.77		
3872	Guy Hand Productions	2129	Jules on 3rd and Broad Str	07/12/2021	1,100.00	63990	07/21/2021
Tota	al 3872:				1,100.00		
3853	Hawkins Companies LLC	072021	Cap T. Condo: July - Sept 2	07/01/2021	15,895.92	63991	07/21/2021
Tota	al 3853:				15,895.92		
4115	HDR Engineering Inc	1200360477	Main & Fairview Transit Sta	06/28/2021	1,912.41	12060	07/22/2021
Tota	al 4115:				1,912.41		
2132	Idaho Business Review	1006915321	Event Sponsorship	06/24/2021	900.00	12061	07/22/2021
Tota	al 2132:				900.00		
2165	Idaho Power	350 N 9TH-6 9TH & STAT	9th St outlets #220040660 9th & State # 2201627995	06/29/2021 06/29/2021	3.51 3.51	12084 12085	07/16/2021 07/19/2021

'endor umber	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Tota	al 2165:				7.02		
3900	Idaho Records Manageme	01455628	Records Storage	07/01/2021	79.00	12062	07/22/2021
		01455628	Records Delivery	07/01/2021	30.64	12062	07/22/2021
Tota	al 3900:				109.64		
3966	Involta LLC	0062161	Website Hosting Services	07/01/2021	1,357.55	12063	07/22/202
Tota	al 3966:				1,357.55		
2288	Jensen Belts Associates	1765CD-13		06/27/2021	13,269.84	12078	07/23/202
		2105-3	Old Boise Blocks on Grove	06/30/2021	33,384.56	12078	07/23/202
		2105-4 2114-2 JUNE	Old Boise Blocks on Grove	06/27/2021	28,709.00	12078 12078	07/23/2021 07/23/2021
		2114-2 JUNE	11th Street Bikeway & Stre 11th Street Bikeway & Stre	06/29/2021 06/29/2021	5,537.25 15,248.50	12078	07/23/2021
Tota	al 2288:				96,149.15		
4174	John Rohrer Contracting C	19002	10th & Front Garage Struct	06/29/2021	217,436.76	12079	07/23/2021
Tota	al 4174:				217,436.76		
2186	McClatchy Company LLC	34258	Legal Notices	06/28/2021	176.19	63992	07/21/2021
Tota	al 2186:				176.19		
4168	Michael Zuzel	210018-0621	Staff Bios and Feature Artic	06/29/2021	235.00	12064	07/22/2021
Tota	al 4168:				235.00		
4157	MIG Inc	0070175-B 0070175-B	State Street Corridor Fram State Street Expanded Out	05/28/2021 05/28/2021	6,231.50 26.25	12080 12080	07/23/2021 07/23/2021
Tota	al 4157:				6,257.75		
2567	Mountain States Appraisal	ID2-210032A	Reuse Appraisal 1715 W. I	06/28/2021	450.00	12065	07/22/2021
Tota	al 2567:				450.00		
3760	PERSI	210016555	sick leave program - R. Bor	06/30/2021	17,689.14	63993	07/21/2021
Tota	al 3760:				17,689.14		
4023	Primary Electric Inc	4374	10th & Front Conduit	06/28/2021	130.00	12066	07/22/2021
Tota	al 4023:				130.00		
2774	Pro Care Landscape Mana	38727	Landscape Maintenance -	06/29/2021	204.00	12067	07/22/2021
		38728	Landscape Maintenance -	06/29/2021	629.87	12067	07/22/2021
			Landscape Maintenance -	06/29/2021	48.00	12067	07/22/2021
			Landscape Maintenance - Landscape Maintenance -	06/29/2021 06/29/2021	48.00 116.24	12067 12067	07/22/2021 07/22/2021
			,	<del></del>			

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
2798	Quadrant Consulting Inc.	11645	State Street Streetscape (	06/29/2021	979.50	12068	07/22/2021
Tota	al 2798:				979.50		
4125	Red Sky Inc	12199	Communication Services F	06/29/2021	2,000.00	64000	07/21/2021
Tota	al 4125:				2,000.00		
3896	Rim View LLC	70121 RIM V	Monthly Rent - Trailhead J	07/01/2021	15,250.00	63982	07/01/2021
Tota	al 3896:				15,250.00		
4079	SafeGuard Business Syste	034598116	Clear single pocket bag	06/29/2021	309.58	63994	07/21/2021
Tota	al 4079:				309.58		
3542	Security LLC - Plaza 121	CCDC RENT	Office rent	07/01/2021	13,970.00	63983	07/01/2021
Tota	al 3542:				13,970.00		
4124	Slichter Ugrin Architecture I	1530	ParkBOI Door Hardware	06/17/2021	3,240.00	12069	07/22/2021
Tota	al 4124:				3,240.00		
4131	Smarking Inc	5326	Data Management Service	07/01/2021	9,187.50	12081	07/23/2021
Tota	al 4131:				9,187.50		
3974	Stability Networks Inc.	35997 35997 36058 36058 36058	IT Services - FY2021 Phone System Support AppRiver SecureTide Cisco Subscription Cloud Backup	06/27/2021 06/27/2021 06/27/2021 06/27/2021 06/27/2021	2,850.00 105.00 100.00 5.84 492.00	12070 12070 12070 12070 12070	07/22/2021 07/22/2021 07/22/2021 07/22/2021 07/22/2021
Tota	al 3974:				3,552.84		
3242	Suez Water Idaho	437 S 9TH S 516 S 9TH S 866 MAIN ST GROVE & 10	437 S 9th St irri #06006688 516 S 9th St irri #06006391 Eastman office #06000337 Grove & 10th #060035756	07/28/2021 07/28/2021 07/13/2021 07/13/2021	51.86 37.97 145.70 286.50	12089 12088 12090 12091	07/30/2021 07/30/2021 07/30/2021 07/30/2021
Tota	al 3242:				522.03		
4109	Syringa Networks LLC	21JUL0397	internet & data	07/01/2021	652.05	63995	07/21/2021
Tota	al 4109:				652.05		
3831	The Land Group Inc.	0146312	Fulton St Improvements, 9t	06/29/2021	9,592.50	12082	07/23/2021
Tota	al 3831:				9,592.50		
4074	The Potting Shed	19476	Interior Plant Maint.	06/29/2021	65.00	63996	07/21/2021
Tota	al 4074:				65.00		
3170	Treasure Valley Coffee Inc	2160:074404 2160:075785	Coffee & tea Water & Cooler Rental	06/30/2021 07/06/2021	113.66 106.00	63997 63997	07/21/2021 07/21/2021

Vendor Invoice Invoice Amount Check Check Number Name Number Description Date Number Issue Date 2160:076334 Coffee 06/30/2021 69.65 07/21/2021 63997 Total 3170: 289.31 3233 United Heritage UNITED HER Disability insurance - July 07/01/2021 1,525.44 63998 07/21/2021 Total 3233: 1,525.44 3835 US Bank - Credit Cards USBANK JU US Bank June CC 07/14/2021 165.99 12086 07/14/2021 USBANK JU US Bank June CC 07/14/2021 2,448.28 12086 07/14/2021 **USBANK JU** US Bank June CC 07/14/2021 952.09 12086 07/14/2021 USBANK JU US Bank June CC 07/14/2021 286.41 12086 07/14/2021 USBANK JU US Bank June CC 715.00 07/14/2021 12086 07/14/2021 USBANK JU US Bank June CC 07/14/2021 15.00 12086 07/14/2021 USBANK JU US Bank June CC 07/14/2021 352.78 12086 07/14/2021 USBANK JU US Bank June CC 07/14/2021 50.00 12086 07/14/2021 USBANK JU US Bank June CC 07/14/2021 515.00 07/14/2021 12086 07/14/2021 USBANK JU US Bank June CC 07/14/2021 12086 74.40 Total 3835: 5,574.95 3997 Wash Worx INV-000872 bench repair-WS 06/28/2021 975.00 12071 07/22/2021 INV-000878 Tree grate repairs 07/02/2021 850.00 12071 07/22/2021 Total 3997: 1,825.00 3365 Westerberg & Associates 06/29/2021 2,000.00 12072 07/22/2021 247 Legislative Advisement Ser Total 3365: 2,000.00 3374 Western States Equipment IN001696346 Bldg 8 generator monthly i 06/30/2021 276.64 63999 07/21/2021 Total 3374: 276.64 3398 Wright Brothers 18149-9 Westside Urban Park CM 06/29/2021 191,293.71 12083 07/23/2021 Total 3398: 191,293.71 3990 Xerox Corporation 013763922 Copier Lease 06/29/2021 345.66 12073 07/22/2021 Total 3990: 345.66 4154 XXII Media LLC 0211\_2021 Staff Professional Photos 07/01/2021 400.00 12074 07/22/2021 Total 4154: 400.00 **Grand Totals:** 959,331.93

Report Criteria:

Detail report type printed

# MINUTES OF MEETING BOARD OF COMMISSIONERS CAPITAL CITY DEVELOPMENT CORPORATION

Boise, ID 83702 July 12, 2021

#### I. CALL TO ORDER:

Vice-Chairman Woodings convened the meeting with a quorum at 12:01 p.m.

Present: Commissioner Latonia Haney Keith, Commissioner Lauren McLean, Commissioner Kate Nelson, and Commissioner Ryan Woodings.

Commissioner John Stevens, joined the meeting via conference call.

Absent: Commissioner Zuckerman, Commissioner Danielle Hurd, Commissioner David Bieter, and Commissioner Gordon Jones.

Agency staff members present were: John Brunelle, Executive Director; Alexandra Monjar, Project Manager - Property Development, Doug Woodruff, Development Director; Matt Edmond Parking and Mobility Brady Shinn, Project Manager - Property Development, Mary Watson, General Counsel & Contracts Manager; Amy Fimbel, Project Manager - Capital Improvements; Kathy Wanner, Contracts Specialist; Joey Chen, Director of Finance and Sandy Lawrence, Executive Assistant. Also present was Agency legal counsel, Ryan Armbruster.

Shellan Rodriguez, SMR Development and Michael Hormaechea, HDLLC Boise, joined the meeting via conference call.

#### II. ACTION ITEM: AGENDA CHANGES/ADDITIONS:

#### **III. WORK SESSION**

#### A. State Street Draft Urban Renewal Plan Documents

Matt Edmond Parking and Mobility Director, gave a report.

#### **IV. ACTION ITEM: CONSENT AGENDA**

#### A. Minutes and Reports

1. Approval of June 14, 2021 Meeting Minutes.

#### B. Other

Approve Resolution 1712 - 406 3rd St - Type 1 Participation Agreement with 3rd & Broad LLC

Commissioner Haney-Keith made a motion to approve the Consent Agenda.

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

#### V. ACTION ITEMS

### A. CONSIDER: Approve Resolution 1711 - 1715 W. Idaho Street Housing Infill Development - Disposition and Development Agreement

Brady Shinn, Project Manager – Property Development, gave a report.

Shellan Rodriguez, SMR Development provided an update and details on the proposed development.

Commissioner Nelson moved authorize the Executive Director to execute the DDA and all associated documents as required to implement the Agreement.

Commissioner Haney-Keith seconded.

All said Aye. The motion carried 5-0

#### B. CONSIDER: Designate 1010 W. Main Street -Avery LLC for Type 3 Participation

Brady Shinn, Project Manager – Property Development, gave a report.

Michael Hormaechea, HDLC Boise, provided an overview of the Avery project.

Commissioner Nelson moved to direct staff to negotiate a final Type 3 Transformative Assistance Participation Agreement with Avery LLC for future board approval.

Commissioner Haney-Keith seconded.

All said Aye. The motion carried 5-0

### C. CONSIDER: Approve Resolution 1710 - Design Professional Services Agreement with GGLO for Linen Blocks on Grove Street Streetscape Improvements Project

Amy Fimbel, Project Manager - Capital Improvements and Kathy Wanner, Contracts Specialist gave a report.

Commissioner Nelson moved to adopt Resolution 1710 approving GGLO as Landscape Architect of Record and approving Task Order 19-002 for Concept Design for the Linen Blocks on Grove Street Streetscape Improvements Project.

Commissioner Haney-Keith seconded.

All said Aye. The motion carried 5-0

#### **VI. MEETING ADJOURNMENT**

There being no further business to come before the Board, a motion was made by Commissioner Nelson to adjourn the meeting. Commissioner McLean seconded the motion.

The motion carried 5-0. The meeting adjourned at 12:53 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF CORPORATION ON THE 9th DAY OF AUGUST 202	
- -	Ryan Woodings, Vice Chair
_	
4835-8138-6720, v. 2	Lauren McLean, Secretary



#### **AGENDA BILL**

Agenda Subject	t:	Date:

2155 E Freight – Boise Gateway #2 — Type 2 Participation Agreement Designation with Boise Gateway 2, L.C.

August 8, 2021

**Staff Contact:** Attachments:

Alexandra Monjar 1) Resolution 1714

2) Type 2 Agreement

#### **Action Requested:**

Adopt Resolution 1714 approving the Type 2 General Assistance Participation Agreement with Boise Gateway 2, L.C. and authorizing the Executive Director to execute the agreement.

#### **Background:**

2155 E Freight is a proposed 278,000 square foot industrial building with related site improvements located across Freight Street to the south of the WinCo Foods Distribution Center in the Gateway East District. Total development costs are estimated to be \$53,900,000. The completed project will serve as a sort station for retail products from differing manufacturers. The project site is part of the 140-acre Boise Gateway Industrial Park, on land owned by the City of Boise and ground leased to Boyer Company, a 50-year-old full service real estate development firm based in Salt Lake City, Utah.

The Board designated this project for assistance under CCDC's Type 2 Gateway East Participation Program in March 2021. Under the Gateway East Participation Program, no scorecard is used and projects are eligible for reimbursement at 80% of tax increment generated for up to six years, subject to Board approval. The public improvements that are eligible for CCDC are installing and extending utilities including water, power, sewer, and fiber lines, and streetscape improvements on Freight Street.

In July 2019, the CCDC Board approved the Gateway East Participation Program which includes Type 2 General Assistance Reimbursement. This project meets the requirements of the Type 2 Program and also promotes CCDC and City objectives to diversify Boise's economy by promoting industrial development. To the knowledge of Agency staff, the project owner has not applied for any incentive programs that are incompatible with Type 2 tax increment reimbursement assistance.

#### **Project Summary and Timeline:**

- 32.57-acre lot owned by the City of Boise and located at 2155 E Freight Street
- 278,000 SF industrial building serving multiple manufacturers as a retail sorting station
- \$53,900,000 Total Development Costs
- \$895,382 estimated Eligible Expenses
- 300 estimated construction jobs and 700 permanent jobs with \$45,000 estimated median salary
- December 9, 2020 Design Review Approval
- January-February 2021 Construction began
- March 2021 CCDC Designation
- August 2021 CCDC Approval
- September 2021 Estimated construction completion and occupancy
- 2022 Project is on tax rolls and pays property taxes
- 2023 through 2025 anticipated reimbursement period

#### **Fiscal Notes:**

The project has estimated Eligible Expense of \$895,382. This number is larger than the estimated amount shared with the board at Designation due to the addition of eligible costs related to water and sewer improvements and increased estimates for the fiber line installation.

Assuming the project is completed on schedule, CCDC will begin reimbursements in 2023 and anticipates repaying 100% of estimated Eligible Expenses within three years. Reimbursement will be based on actual expenses and actual tax increment revenue generated by the project, and will not exceed the estimate amount. The project is included in the proposed Five-Year Capital Improvement Plan for the Gateway East District.

Estimated Reimbursement Payments			
1) September 2023		\$386,355	
2) September 2024		\$386,355	
3) September 2025		\$122,672	
	Total	\$ 895,382	

Staff Recommendation: Adopt Resolution 1714.

**Suggested Motion:** I move to adopt Resolution 1714 approving the Type 2 General Assistance Participation Agreement with Boise Gateway 2, L.C. and authorizing the Executive Director to execute the agreement.

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 2 GENERAL ASSISTANCE PARTICIPATION PROGRAM AGREEMENT BETWEEN THE AGENCY AND BOISE GATEWAY 2, LC, A FOREIGN LIMITED PUBLIC LIABILITY COMPANY. FOR SPECIFIED IMPROVEMENTS: AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES: **AUTHORIZING** ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Boise Gateway 2, L.C. owns or controls certain real property addressed as 2155 E. Freight Street, Boise, Idaho, 83716, that it plans to develop as a sort station for retail fulfillment, including certain right-of-way public improvements (the "Project"), all of which is located in the Gateway East Economic Development District as created by the Gateway East District 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 Boise Gateway 2, L.C., whereby Boise Gateway 2, L.C., will construct the Project and the Agency will reimburse Boise Gateway 2, L.C., 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 Boise Gateway 2, L.C.; 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.

RESOLUTION NO. 1714

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.

<u>Section 2</u>: 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 Agency Executive Director is hereby authorized sign and enter into the Type 2 Agreement with Boise Gateway 2, L.C., and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the August 9, 2021, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

<u>Section 4</u>: 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 August 9, 2021. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on August 9, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

	BY:
ATTEST:	Ryan Woodings, Vice Chair
BY:	_

RESOLUTION NO. 1714 2



#### TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

#### BY AND BETWEEN

#### CAPITAL CITY DEVELOPMENT CORPORATION

#### AND

#### **BOISE GATEWAY 2, LC**

#### TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

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

#### **RECITALS**

- A. CCDC is an urban renewal agency created by and existing pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Project Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the "Act").
- B. Participant owns or controls certain real property addressed as 2155 East Freight Street, Boise, Idaho (the "Project Site"), which is more accurately described and depicted on attached **Exhibit A**.
- C. Participant plans to construct on the Project Site 278,000 square foot industrial building with related infrastructure and site improvements. The Project is depicted on attached **Exhibit B**.
- D. The CCDC Board of Commissioners has adopted the CCDC Gateway East 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: extend fiber and power lines, extend the Freight Street frontage with sidewalks, street trees, and landscaping (the "Eligible Expenses"). The Eligible Expenses are depicted on the Public Improvement Plans on

#### attached **Exhibit C**.

- F. The Project is located in the Gateway East Economic Development District ("Gateway East District") as defined by Urban Renewal Plan for the Gateway East Economic Development District Project Area (the "Plan"). The Project will contribute to enhancing and revitalizing the Gateway East 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. Participant must reach Completion of the Project and the Public Improvements by September 30, 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 September 30, 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. <u>Parties to This Agreement</u>

#### 1. CCDC

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

#### 2. Participant

Participant is Boise Gateway 2, LC, a Limited Liability Company formed in Utah and registered with the Idaho Secretary of State as a Foreign Limited Liability Company. The principal address of Participant is 101 South 200 East, Suite 200, Salt Lake City, Utah 84111-3112.

The Registered Agent for Participant is CT Corporation System, 921 S. Orchard Street, Suite G, Boise, Idaho 83705.

"Participant," as used herein, includes Boise Gateway 2, LC 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 Zero Dollars (\$0) for tax year 2020.

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be Fifty-Three Million Nine Hundred Thousand Dollars (\$53,900,000) (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 Gateway East Participation Program, the Participant is eligible to receive 80% of the tax increment the project generates as reimbursement for Eligible Expenses over a period up to six (6) years until the Actual Eligible Expenses have been repaid, limited to the not to exceed amount indicated in Section III E.

If Participant materially changes the Project contemplated in the application submitted to CCDC on December 21, 2020 (the "Application"), CCDC reserves the right to re-evaluate

the Project. 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 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 all applicable City ordinances, not cured within applicable cure periods shall constitute a default under this Agreement, with CCDC reserving any of its rights and remedies under this Agreement concerning default.

#### C. Public Improvements

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

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

#### D. Construction of Public Improvements

Upon CCDC's request, CCDC shall have the right and the opportunity to review Participant's construction plans, budgets, and bids for the Public Improvements (collectively the "Public Improvement Construction Documents"). Participant will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Public Improvements are constructed consistent with the Public Improvement Construction Documents and are undertaken in a reasonable manner. Participant shall be presumed to have utilized commercially reasonable contracting, budgeting, and bidding practices if its general contractor solicits or solicited at least three (3) competitive bids for the Public Improvements and such work is not performed by an affiliate or subsidiary of Participant. Upon request, Participant shall provide CCDC copies of any bids received.

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

#### E. Estimated Eligible Expenses

Participant has estimated the cost of the Public Improvements to be Eight Hundred Ninety-Five Thousand Three Hundred Eighty-Two (\$895,382) (the "Estimated Eligible Expenses"). Attached hereto as **Exhibit D** is a schedule of Estimated Eligible Expenses. This Estimate of Eligible Expenses shall serve as the Not-to-Exceed amount for CCDC's reimbursement obligation.

#### F. <u>Determining Actual Costs / Eligible Expenses / Reimbursement Amount</u>

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, asphalt, streetlights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Public Improvements relative to the amount used for the Project.
- 5. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation as requested by CCDC.
- 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. Participant must waive any vested interest rights granted by public utilities that would be paid by subsequent development, and provide documentation that the interest has been waived.
- 8. Additional documentation or clarifications may be required and requested by CCDC.
- 9. 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 E**.

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.

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. This circumstance reflects a full-year

2155 E FREIGHT ST TYPE 2 PARTICIPATION AGREEMENT

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<sup>&</sup>lt;sup>1</sup> CCDC and Ada County both operate on a fiscal year beginning on October 1 and ending September 30.

value on the Primary Roll. Property tax payments are due in December and June for the Primary Roll.

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

#### The anticipated timeline for this project is as follows:

Reimbursement	Project Completion	Assessment	Assessment Type	Taxes Due	Reimbursement Paid
#1	September 2021	January 2022	Primary Roll	Dec. 2022 & June 2023	September 2023
#2	NA	January 2023	Primary Roll	Dec. 2023 & June 2024	September 2024
#3	NA	January 2024	Primary Roll	Dec. 2024 & June 2025	September 2025
#4	NA	January 2025	Primary Roll	Dec. 2025 & June 2026	September 2026
#5	NA	January 2026	Primary Roll	Dec. 2026 & June 2027	September 2027
#6	NA	January 2027	Primary Roll	Dec. 2028 & June 2029	September 2028

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.

Total	\$ 895,382			
3) September 2025	\$ 122,672			
2) September 2024	\$ 386,355			
1) September 2023	\$ 386,355			
Estimated Reimbursement Payments				
X 80% (Level A Reimbursement Rate)	\$ 386,355			
X Levy Rate (0.0112)	\$ 482,944			
Subtotal	\$ 43,120,000			
2020 Assessed Value	(\$ 0)			
Estimated Assessed Value*	\$ 43,120,000			

<sup>\*</sup> The Estimated Assessed Value is 80% of the "Estimate Full Value" in Section II. C. to account for potential differences in the assessment.

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 up to six annual payments, 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. <u>CCDC Reimbursement Assignable</u>

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 <u>not</u> 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.

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

#### A. <u>Use of the Site</u>

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, 2039.

#### B. <u>Local, State and Federal Laws</u>

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. <u>Taxes</u>

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

#### 1. Taxes Generally

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

#### 2. Tax Appeals/ Exemptions

Participant shall not appeal any assessed value or request for property tax exemption for any of the parcels within the site for an assessment of less than the Estimated Value, as described in Section 2.c. Any appeal of the assessed value or request for any property tax exemption for any of the parcels within the site for an assessment in excess of the Estimated Value, shall require CCDC's written authorization. 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 2028. 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 <u>actually</u> 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 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. <u>Inspection of Books and Records</u>

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 <u>Exhibits A through E</u>, 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

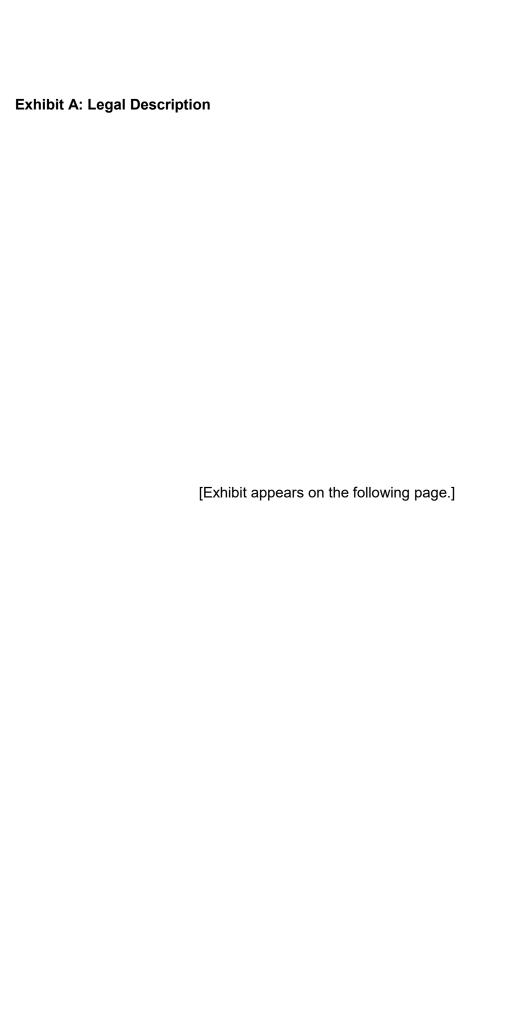
Exhibit E – Confirmation of Reimbursement (Draft)

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
JULY 27, 2021	Boise Gateway 2, LC ("Participant") a Utah limited-liability company, by its manager The Boyer Company, a Utah limited liability company
Date	Brian Gochnour Its Manager



## EXHIBIT "A" TO LEASE AGREEMENT

#### Legal Description of Land

A parcel of land being a portion of Parcels "A" and "C" as shown on Record of Survey No. 12035, recorded as Instrument No. 2019-097685, Ada County records, situate in a portion of the NE 1/4 of Section 13, T. 2 N., R. 2 E., a portion of Gov't Lot 1 of Section 18, T. 2 N., R. 3 E. AND a portion of Gov't Lot 4 of Section 7, T. 2 N., R. 3 E., Boise Meridian, City of Boise, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the North One Quarter corner of said Section 13, from which the Northeast corner of said Section 13 bears North 88° 51' 33" East, 2623.37 feet, thence on the north-south mid-section line of said Section 13, South 01° 08' 08" West, 27.08' feet, to a point on the southerly right-of-way line of East Freight Street; thence on said southerly right-of-way line, North 89° 26' 51" East, 1428.06 feet to the **POINT OF BEGINNING:** 

Thence continuing said southerly right-of-way line, North 89° 26′ 51″ East, 1195.23 feet, to a point on the east line of said Section 13;

Thence North 88° 53' 41" East, 25.02 feet, to the northwesterly corner of aforementioned Parcel "C";

Thence on the west boundary line of said Parcel "C", South 00° 14' 00" West, 47.73 feet, to a point on the north line of aforementioned Section 18;

Thence South 01° 19' 44" West, 741.06 feet, to the southwesterly corner of said Parcel "C":

Thence South 01° 19' 44" West, 331.59 feet, to a point on the proposed future public right of way line, as shown on Record of Survey No. 9819, recorded as Instrument No. 114037985, Ada County records;

Thence on said proposed future public right of way line, South 88° 58' 53" West, 25.02 feet, to a point on the east line of aforementioned Section 13;

Thence continuing on said proposed future public right of way line, South 01° 19' 44" West, 44.04 feet:

Thence South 88° 58' 53" West, 482.17 feet to a point of curvature;

Thence 189.78 feet on the arc of a curve to the left, having a radius of 2071.00 feet, a central angle of 05° 15' 01", and whose long chord bears South 86° 21' 23" West, 189.71 feet:

Thence South 83° 43' 53" West, 488.75 feet;

Thence leaving said proposed future public right of way line, North 00° 33' 09" West, 1226.61 feet to the **POINT OF BEGINNING**.

The above described parcel contains 32.573 acres, more or less.



### **Landscape Notes:**

- A. REFER TO PLANT SCHEDULE, SHEETS L101 I106.
- B. CONTRACTOR SHALL REPORT TO LANDSCAPE ARCHITECT ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK, PRIOR TO BEGINNING WORK.
- C. FINISH GRADES TO BE SMOOTH AND EVEN GRADIENTS WITH POSITIVE DRAINAGE IN ACCORDANCE WITH SITE GRADING PLAN. REMOVE RIDGES AND FILL DEPRESSIONS, AS REQUIRED TO MEET FINISH GRADES. PLACE 4" OF ROCK MULCH OVER SUBGRADE SOIL TO ACHIEVE FINISH GRADE. FINISH GRADE RELATED TO ADJACENT SITE ELEMENTS SHALL BE:
- C.A. 1-INCH BELOW TOP OF ADJACENT PAVEMENT, VALVE BOX, VAULT, ETC.

GRADE TOPSOIL TO A SMOOTH AND UNIFORM GRADE.

- C.B. 3-INCHES BELOW TOP OF CURB UNLESS NOTED OTHERWISE.

  D. ALL PLANTING BEDS SHALL HAVE A MINIMUM OF 18" OF TOPSOIL, SOD AREAS A MINIMUM OF 12" OF TOPSOIL. SPREAD, COMPACT AND FINE
- E. RE-USE EXISTING SURFACE TOPSOIL WHERE POSSIBLE. VERIFY SUITABILITY OF SURFACE SOIL TO PRODUCE TOPSOIL MEETING REQUIREMENTS AND AMEND WHEN NECESSARY. TOPSOIL SHALL BE A LOOSE, FRIABLE, SANDY LOAM, CLEAN AND FREE OF TOXIC MATERIALS, NOXIOUS WEEDS, WEED SEEDS, ROCKS, GRASS OR OTHER FOREIGN MATERIAL AND A PH OF 5.5 TO 7.0. IF ON-SITE TOPSOIL DOES NOT MEET THESE MINIMUM STANDARDS, CONTRACTORS ARE RESPONSIBLE TO EITHER: A) PROVIDE APPROVED IMPORTED TOPSOIL, OR B.) IMPROVE ON-SITE TOPSOIL WITH METHODS APPROVED BY LANDSCAPE ARCHITECT. SUPPLEMENT WITH IMPORTED TOPSOIL WHEN QUANTITIES ARE INSUFFICIENT. CLEAN TOPSOIL OF ROOTS, PLANTS, SODS, STONES, CLAY LUMPS AND OTHER EXTRANEOUS MATERIALS
- HARMFUL TO PLANT GROWTH.

  F. IF IMPORTED TOPSOIL FROM OFF-SITE SOURCES IS REQUIRED, PROVIDE NEW TOPSOIL THAT IS FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, STONES LARGER
- THAN 2 INCHES IN ANY DIMENSION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.

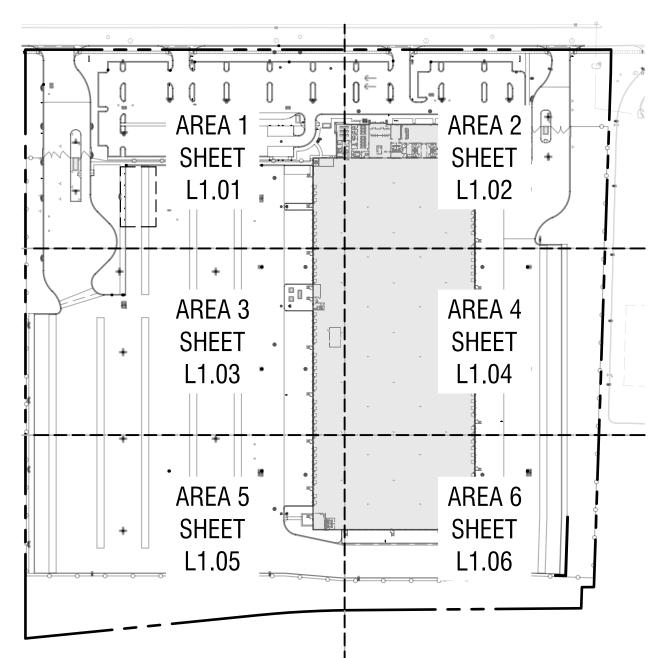
  G. OBTAIN TOPSOIL FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT PROJECT SITE.
- OBTAIN TOPSOIL ONLY FROM NATURALLY, WELL-DRAINED SITES WHERE TOPSOIL OCCURS IN A DEPTH OF NOT LESS THAN 4 INCHES.

  H. ALL LANDSCAPE AREAS SHALL BE WEED FREE AT THE TIME OF LANDSCAPE INSTALLATION.REMOVE ALL ROOTS, WEEDS, ROCKS AND FOREIGN MATERIAL ON THE SURFACE.
- I. NEW TREE PLANTING, SEE DETAILS 1/L150 AND 2/L150. CONTRACTOR SHALL STAKE ALL TREES DEEMED NECESSARY, I.E..... FROM BEING BLOWN OVER, PLANTED WITH LOOSE ROOT BALL, ETC. CONTRACTOR'S OPTION.
- J. NEW SHRUB PLANTING. SEE DETAIL 3/L150.K. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN. PLANTS WILL BE
- REJECTED IF NOT IN A SOUND AND HEALTHY CONDITION.

  L. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF SUBSTANTIAL COMPLETION.
- REPLACE ALL PLANT MATERIAL FOUND DEAD OR NOT IN A HEALTHY CONDITION IMMEDIATELY WITH THE SAME SIZE AND SPECIES AT NO COST TO THE OWNER.

  M. TREE PIT BACKFILL PLANTING MIX: BLEND TOPSOIL AND SOIL AMENDMENTS AND FERTILIZER FOR TREE PIT BACKFILL AT THE FOLLOWING
- M. TREE PIT BACKFILL PLANTING MIX: BLEND TOPSOIL AND SOIL AMENDMENTS AND FERTILIZER FOR TREE PIT BACKFILL AT THE FOLLOWING RATES. BLEND AMENDMENTS THOROUGHLY WITH SOIL BACKFILL. TREE PITS SHALL BE 5'x5'x1.5' (37.5 CF/ 1.5 CY).
   M.A. APPLICATION RATES:
- M.A.A. HUMIC ACID: 25 LBS PER TREE PIT
- M.A.B. COMMERCIAL GRADE COMPOST 10 CUBIC FEET PER TREE PIT M.A.C. PLANTING TABLET FERTILIZER 4 TABLETS PER TREE PIT
- M.A.D. CALCIFIED DIATOMACEOUS EARTH 75 LBS PER TREE PIT
- N. SHRUB PIT BACKFILL PLANTING MIX: BLEND TOPSOIL AND SOIL AMENDMENTS AND FERTILIZER FOR SHRUB PIT BACKFILL AT THE FOLLOWING RATES. BLEND AMENDMENTS WITH THOROUGHLY WITH SOIL BACKFILL. SHRUB PITS SHALL BE 2.5'x2.5'x1' (6.25 CF/ 0.25 CY).
- N.A. APPLICATION RATES:
- N.A.A. HUMIC ACID: 2 LBS PER SHRUB PIT
  N.A.B. COMMERCIAL GRADE COMPOST 2 CUBIC FEET PER SHRUB PIT
- N.A.C. PLANTING TABLET FERTILIZER 2 TABLETS PER SHRUB PIT N.A.D. CALCIFIED DIATOMACEOUS EARTH 15 LBS PER SHRUB PIT
- O. IMMEDIATELY CLEAN UP ANY TOPSOIL OR OTHER DEBRIS ON THE SITE CREATED FROM LANDSCAPE OPERATIONS AND DISPOSE OF PROPERLY OFF SITE.
- P. CONTRACTOR SHALL SUBMIT MATERIAL SAMPLES FOR LANDSCAPE ROCK MULCH TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PROCUREMENT. LANDSCAPE BOULDERS, PHOTO SUBMITTAL IS ADEQUATE. FOR ROCK MULCH, SUBMIT 1 GALLON BAG SAMPLE TO OWNER.

## Key Plan:



世 BOYER

Boise Gateway Industrial Park - Building 2 Boyer Company

LA-16876

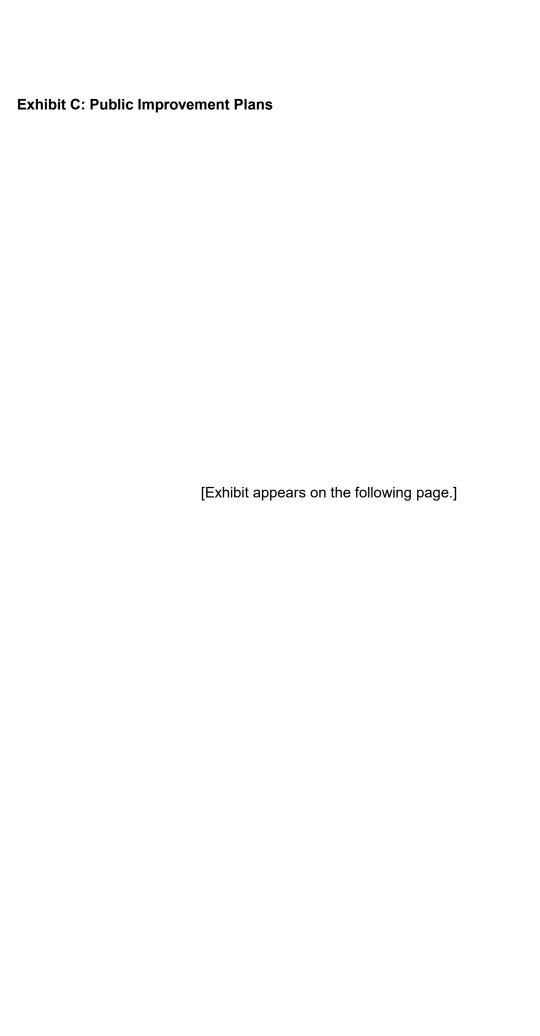
LA-16876

Project No.: 120130
Date of Issuance: 10-20-2020
Project Milestone: Permit Set

Construction Documents
Landscape Overall



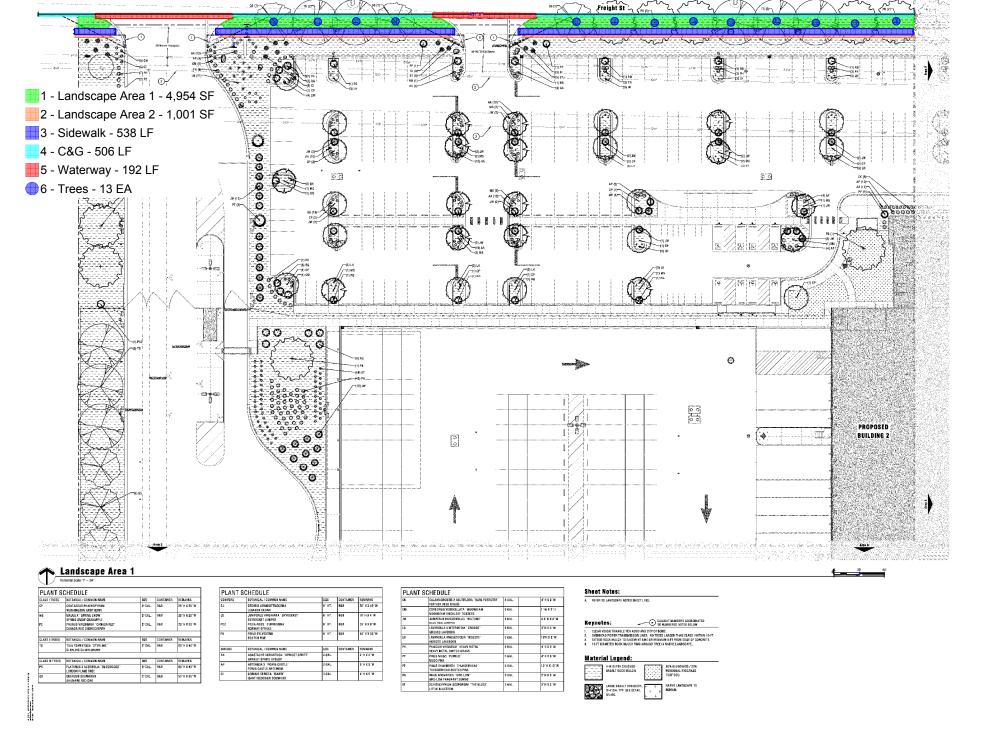
This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Signage shown is for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color verification.

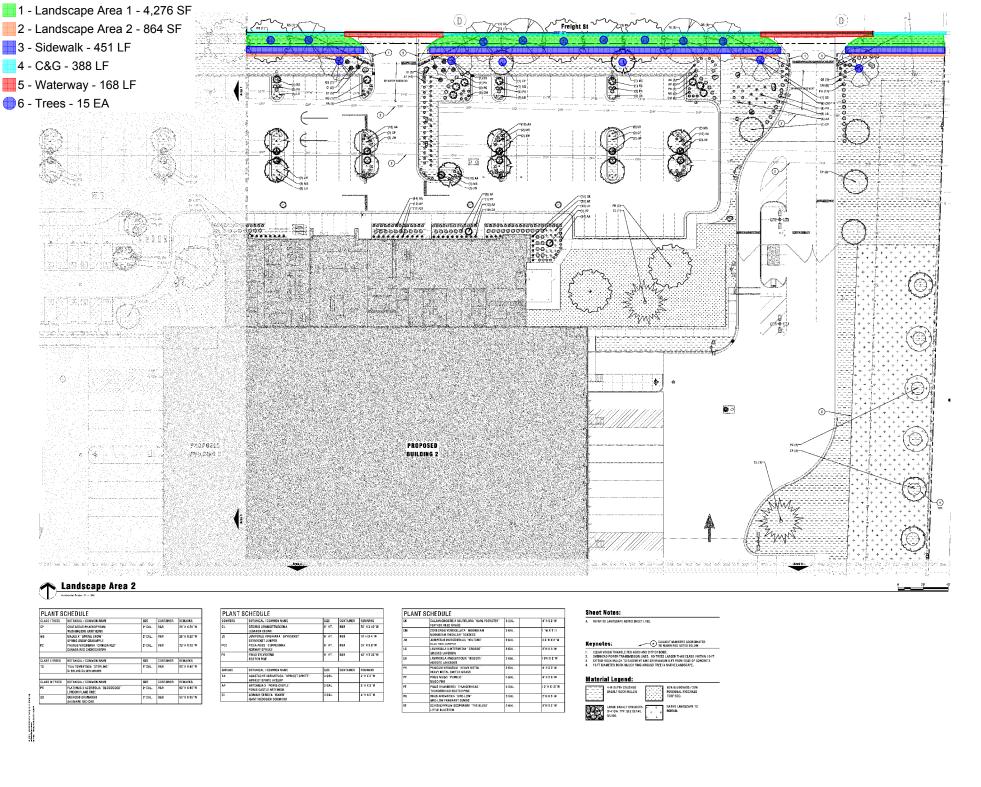






L101







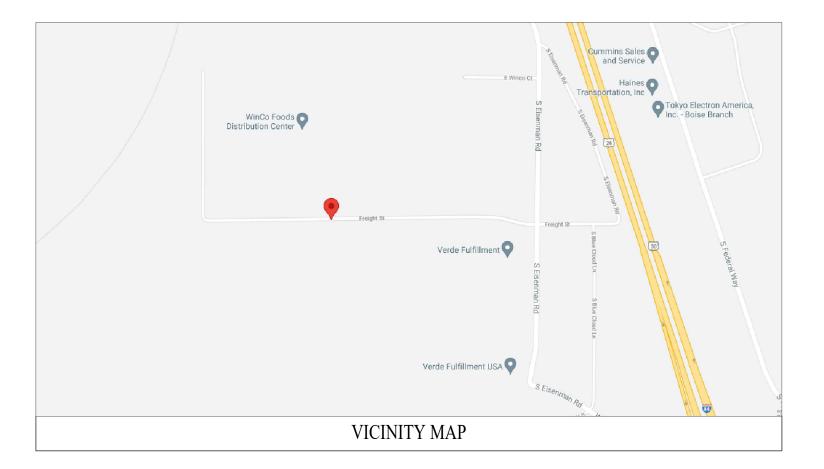
Boise Gateway Industrial Park - Building
Boyer Company
Exercipation Street
Source, Industriant

A GOTO OF THE PARTY OF THE PART

L102

#### CONSTRUCTION NOTES:

- 1. CALL UTILITY LOCATE AT 811 72 HOURS PRIOR TO TRENCHING OR DIGGING.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY FIELD INSPECTION AND A SEARCH OF THE AVAILABLE CITY OR COUNTY RECORDS. SINCE THE ACTUAL LOCATION AND NATURE OF THE UNDERGROUND FACILITIES MAY BE SOMEWHAT DIFFERENT FROM THAT SHOWN, THE CONTRACTOR IS REQUIRED TO VERIFY PRIOR TO EXCAVATION.
- 3. FOR UNDERGROUND ACTIVITY: TEST AND VENTILATE MANHOLE/UTILITY VAULT PRIOR TO ENTRY, PLACE WARNING DEVICES AND WORK AREA PROTECTION AS REQUIRED, AND USE EYE AND HEAD SAFETY PROTECTION PER FEDERAL, STATE, AND LOCAL REGULATIONS.
- 4. ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF FEDERAL REGULATIONS (CFR) 1926.650 SUBPART P.
  - a. PROVIDE ALL PITS WITH 1'x1' SLOPE AT ONE END OF EXCAVATION FOR TECHNICIAN INGRESS/EGRESS.
  - b. EXCAVATED SPOILS ARE TO BE NO LESS THAN 24" FROM EDGE OF PIT OR
  - c. BARRICADE ALL OPEN PITS AND TRENCHING FOR PUBLIC SAFETY. ALL BARRICADES MUST BE EQUIPPED WITH FLASHING LIGHTS FOR NIGHT
  - d. FOR PITS GREATER THAN 4' IN DEPTH, USE APPROPRIATE SHORING FOR WALL STABILITY.
- 5. TRENCH COVER IS TO BE 36" MINIMUM AND FREE OF ROCKS, DEBRIS, AND CLODS. THE TRENCH IS TO BE A MINIMUM OF 36" COVER IN DEVELOPED AREAS AND A MINIMUM OF 48" OF COVER IN UNDEVELOPED AREAS (ANY VARIANCE FROM THESE STANDARDS WILL BE SPECIFIED ON THE PLANS).
- 6. ALL ASPHALT/CONCRETE AND LANDSCAPING REMOVED, DISTURBED, OR DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION
- 7. NORMAL/GUIDED-BORING METHOD RECOMMENDED WHEN BORING.
- ADHERE TO AIRTIGHT GUIDELINES UNLESS OTHERWISE NOTED.
- BOND BURIED/AERIAL FACILITIES AS REQUIRED BY JURISDICTIONAL AGENCY(S).
- 10. AERIAL FACILITIES ARE TO BE TESTED PRIOR TO BEGINNING WORK PER STATE AND LOCAL REGULATIONS.
- 11. ALL WORK AREA PROTECTIONS FOR TRAFFIC CONTROL IS TO BE WITH APPROVED WARNING DEVICES AND PLACED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS. IF REQUIRED, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE REQUESTING PERMITTING AGENCY. PRIOR TO BEGINNING WORK, PERMITTING AGENCIES MUST BE NOTIFIED 48 HOURS IN ADVANCE OF CONSTRUCTION ACTIVITIES.
- 12. EXISTING PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE MAINTAINED AT ALL TIMES. AS NECESSARY, TEMPORARY PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE PROVIDED AND MAINTAINED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS.
- 13. THE FOLLOWING FOOTAGES ARE ESTIMATES. FOOTAGES TO BE VERIFIED PRIOR TO CONSTRUCTION.



#### ESTIMATED TOTALS

-				
	TOTAL EXISTING CONDUIT USED:	0 L.F.	CUSTOMER NAME:	SERVICE ORDER #:
	TOTAL NEW BORE:	0 L.F.	LCON:	DSR ID #:
	TOTAL NEW DIRT TRENCH	0 L.F.	PHONE NO:	
	TOTAL NEW S/W TRENCH:	0 L.F.		
	TOTAL NEW ASPHALT TRENCH:	0 L.F.	SCOPE OF WORK:	O TO NEW PROZ AND MROD
	TOTAL NEW AERIAL:	0 L.F.	TRENCH, BORE AND USE EXISTING 4" CONDUIT FROM POF HH-1063	2 TO NEW BDO7 AND MPOP
H				
	SIDEWALK (PCC) R&R:	0 S.F.		
	ASPHALT (AC) R&R:	0 S.F.		
-	TOTAL NEW AERIAL:  SIDEWALK (PCC) R&R:	0 L.F. 0 S.F.	TRENCH, BORE AND USE EXISTING 4" CONDUIT FROM POF HH-1663:	2 TO NEW BDO7 AND MPOP

LUMEN®





FIBER ENGINEER: PHONE NO:

MT LTD ENGINEER: TRAVIS MIZE PHONE NO: 503-206-9495 EMAIL: TRAVIS.MIZE@LUMEN.COM

TOWN:

RNGE: SECT:

NOTICE-NOT FOR DISCLOSURE OUTSIDE OF LUMEN AND AFFILIATES EXCEPT UNDER WRITTEN AGREEMENT

*2201 E FREIGHT ST* **BOISE IDAHO** 

DRAFTED BY: MOUNTAIN LTD/JT 05/06/21

JOB: N.807045 **GEO CODE:** 

WC CLLI: IDBOISPL

SH 1 OF 13

# AERIAL LEGEND

**ANCHOR** ANC CA ARM CABLE ARM CATV CABLE TV DG DOWN GUY DGA DOUBLE GUARD ARM FGA FIBER GLASS ARM F/S FIELD SIDE GA GUARD ARM HOA HEIGHT OF ATTACHMENT M/R MAKE READY OHG OVERHEAD GUY

SWA SIDEWALK ANCHOR AND GUY

ROAD SIDE

TELEPHONE TERM TERMINAL

R/S

SLAN

BOS

TRANS TRANSFORMER

TAPE & SHAPE REQUEST FOR POWER COMPANY TO CLEAN UP SECONDARY POWER CABLES AND/OR TOP OF RISER CABLES SO PROPOSED CABLE CAN

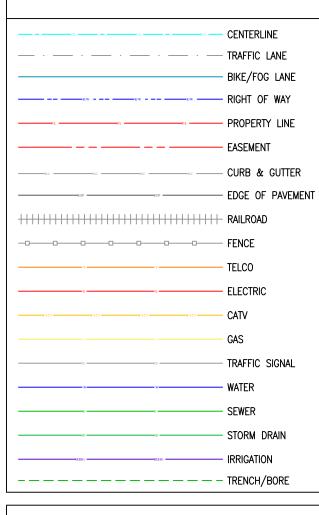
LIGHT OR POWER COMPANY INVENTORY NUMBER

BE ATTACHED WITHOUT VIOLATING THE 40" RULE

#### CABLE ARM ATTACHMENT LOCATION:

TOP FIELD SIDE TS TOP STREET SIDE TIP TOP INSIDE POSITION TIS TOP INSIDE STREET SIDE TMP TOP MIDDLE POSITION TOP TOP OUTSIDE POSITION TOS TOP OUTSIDE STREET SIDE BOTTOM FIELD SIDE BS BOTTOM STREET SIDE BIP BOTTOM INSIDE POSITION BIS BOTTOM INSIDE STREET SIDE BOTTOM MIDDLE POSITION BOP BOTTOM OUTSIDE POSITION

# EXISTING EQUIPMENT LEGEND



- TELEPHONE BULLET PEDESTAL
- TELEPHONE PEDESTAL
- TELEPHONE VAULT/HANDHOLE
- TELEPHONE CABINET
- ① TELEPHONE MANHOLE
- TELEPHONE COOL PED
- TELEPHONE SAI
- TELEPHONE USAM
- O TELEPHONE OWNED POLE
- REMOVE EXISTING POLE
- TRAFFIC ARROW



- **E** ELECTRIC PEDESTAL/CABINET
- **PWR** ELECTRIC TRANSFORMER
- **ELECTRIC METER**
- **E** ELECTRIC VAULT/HANDHOLE
- **(E)** ELECTRIC MANHOLE
- ELECTRIC J−BOX
- STREETLIGHT

CATV BULLET PEDESTAL

CATV VAULT/HANDHOLE

- CATV PED
- SEWER MANHOLE

- GAS METER
- GAS VALVE
- III TRAFFIC SIGNAL VAULT/HANDHOLE
- TRAFFIC SIGNAL POLE
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- **WATER MANHOLE**
- STORM DRAIN CATCH BASIN
- STORM DRAIN INLET
- **STORM DRAIN MANHOLE**

IRRIGATION	METER

IRRIGATION VALVE

→ CULVERT

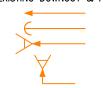
C/L MONUMENT

(X) POLE ITEM NO.

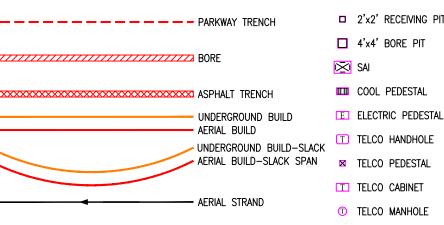
TREES

SHRUB

**EXISTING DOWNGUY & ANCHORS** 



# PROPOSED EQUIPMENT LEGEND



□ 2'x2' RECEIVING PIT

SIDEWALK ANCHOR & DOWN GUY ANCHOR & DOWN GUY DOWN GUY ASPHALT TRENCH FOOTAGE

(XXX') DIRT OR S/W TRENCH FOOTAGE

XXX' BORE FOOTAGE

AERIAL FOOTAGE

ITEM#	STATION	HT-CL-YR	PROPOSED HOA
	STA	HT-CL-YR	XX'-X"
ITEM#	POLE#	BER(S) - CTL/PWR/C TTACHMENTS	)THER
	MAKE REAL	ŊΥ	

FIBER ENGINEER: PHONE NO:

MT LTD ENGINEER: TRAVIS MIZE PHONE NO: 503-206-9495 EMAIL: TRAVIS.MIZE@LUMEN.COM

TOWN:

SECT: RNGE:

NOTICE-NOT FOR DISCLOSURE OUTSIDE OF LUMEN AND AFFILIATES EXCEPT UNDER WRITTEN AGREEMENT

2201 E FREIGHT ST **BOISE IDAHO** 

DRAFTED BY: MOUNTAIN LTD/JT 05/06/21

JOB: N.807045 **GEO CODE:** 

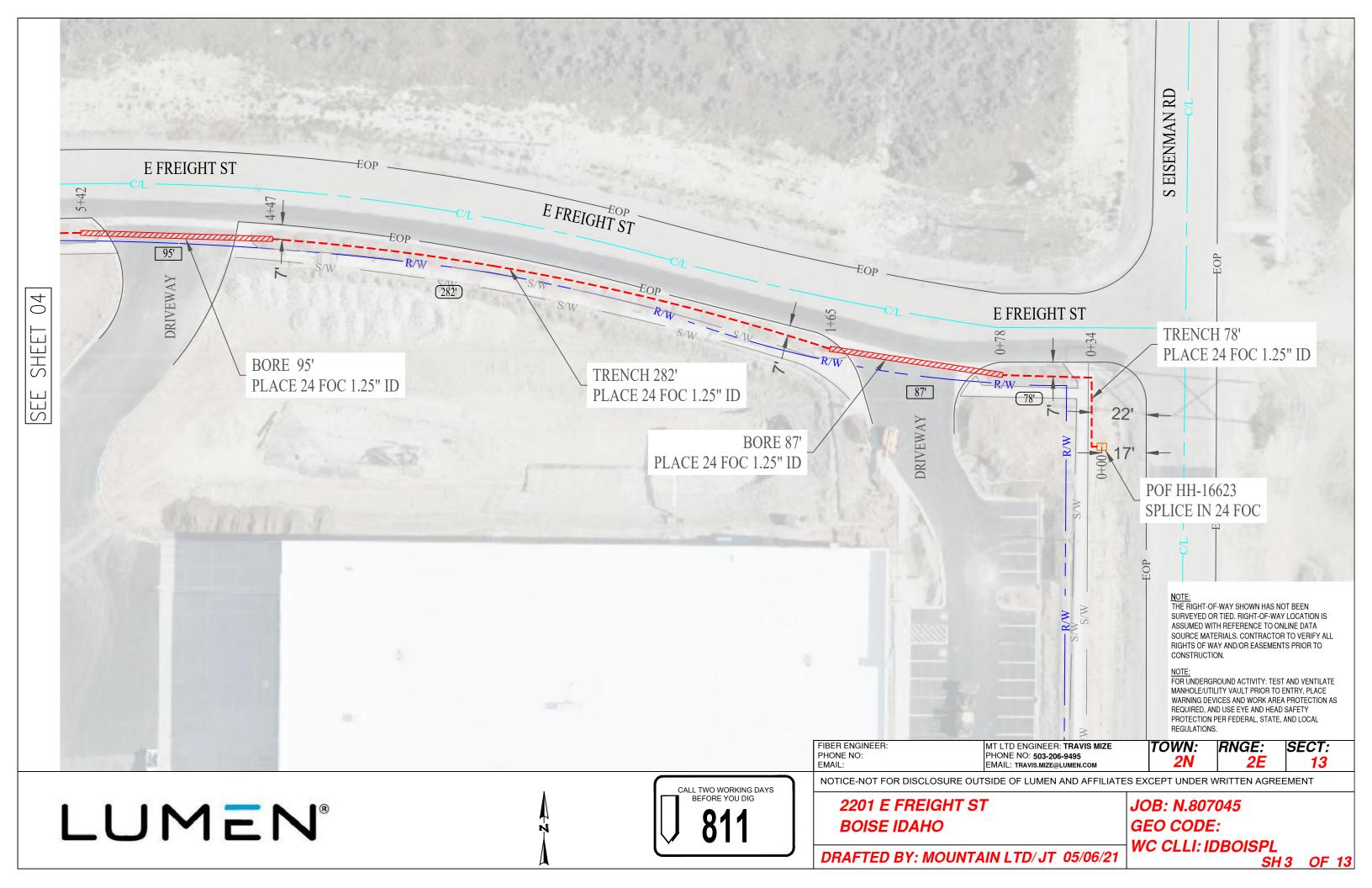
WC CLLI: IDBOISPL

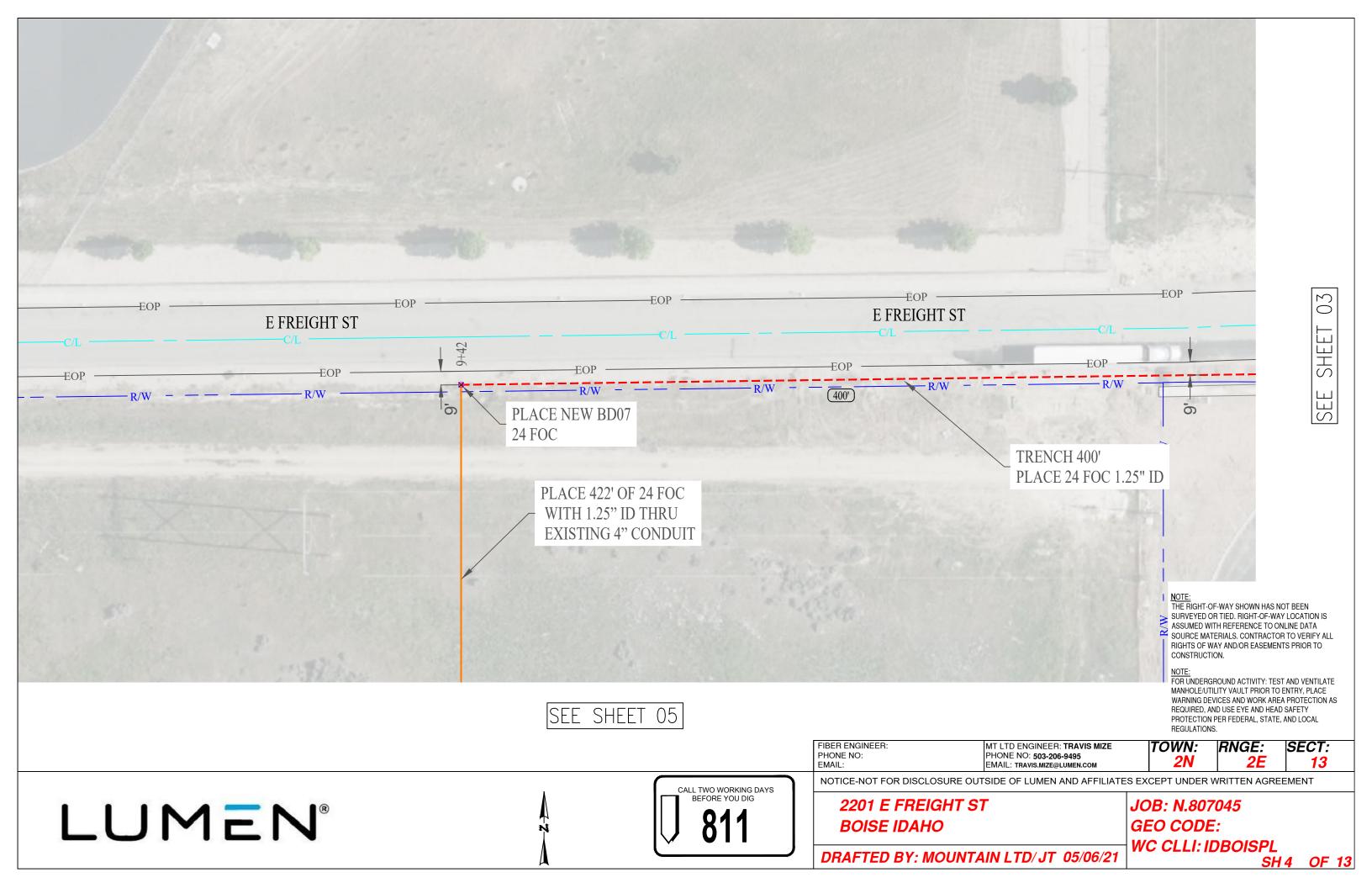
SH 2 OF 13



BOTTOM OUTSIDE STREET SIDE







# SEE SHEET 04 CONTINUE EXISTING CONDUIT 422' (SEE SHEET 4) MPOP ON NOTRH WALL PLACE CIENA 3916 AND FDP MPOP 13+64 <u>NOTE:</u> THE RIGHT-OF-WAY SHOWN HAS NOT BEEN 2201 E FREIGHT ST SURVEYED OR TIED. RIGHT-OF-WAY LOCATION IS ASSUMED WITH REFERENCE TO ONLINE DATA SOURCE MATERIALS. CONTRACTOR TO VERIFY ALL RIGHTS OF WAY AND/OR EASEMENTS PRIOR TO CONSTRUCTION. NOTE: FOR UNDERGROUND ACTIVITY: TEST AND VENTILATE MANHOLE/UTILITY VAULT PRIOR TO ENTRY, PLACE WARNING DEVICES AND WORK AREA PROTECTION AS REQUIRED, AND USE EYE AND HEAD SAFETY PROTECTION PER FEDERAL, STATE, AND LOCAL MT LTD ENGINEER: TRAVIS MIZE PHONE NO: 503-206-9495 EMAIL: TRAVIS.MIZE@LUMEN.COM TOWN: SECT: FIBER ENGINEER: RNGE: PHONE NO: EMAIL: NOTICE-NOT FOR DISCLOSURE OUTSIDE OF LUMEN AND AFFILIATES EXCEPT UNDER WRITTEN AGREEMENT CALL TWO WORKING DAYS BEFORE YOU DIG 2201 E FREIGHT ST JOB: N.807045 LUMEN® 811 **GEO CODE: BOISE IDAHO** WC CLLI: IDBOISPL DRAFTED BY: MOUNTAIN LTD/JT 05/06/21 SH 5 OF 13

# AMAZON BOISE ASB



**DESIGNED FOR** 

BOYER COMPANY

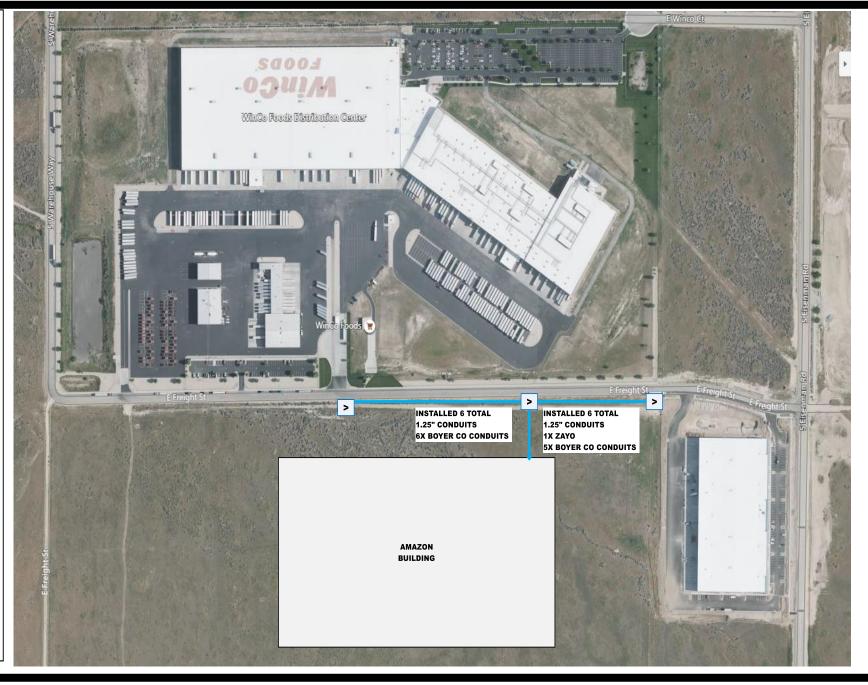




WWW.3CFIBERCONSTRUCTION.COM



	LEG	END	
PROPOSED AERIAL FIBER	CELL TOWER	⊗ <sup>®</sup> RISER POLE	PROPOSED DOWN GUY
PROPOSED U/G EXISTING	BOND	POWER POLE	
CLIMBING SPACE	⊗—X EXISTING POLE W/ANCHOR	S STEEL LD	PROPOSED OVERHEAD STORAGE
PROPOSED SIDEWALK GUY	⊗ X EXISTING POLE SW ANCH	PROPOSED POLE	₩ U/G STORAGE
PROPOSED INSIDE FIBER AND CONDUIT	EXISTING ZAYO SPLICE		





## **CCDC Participation Program**

## Type 2 Eligible Expenses Application Form

Actual Eligible Costs To Be Determined by CCDC

Boise Gateway Industrial Park Building 2

2/25/2021

Jim Hyde

	STREETS	CAPE: (In right	:-of-way)			
	ITEM DESCRIPTION	UNIT	UNIT	PRICE	QUANTITY	TOTAL COST
	SITE PREPARATION:					
1	Surface demolition (Clear, grub & haul off)	SF	\$	0.40	20,795	\$ 8,259
2	Asphalt demolition (Removal & haul off)	SF	\$	1.40	5,024	\$ 7,034
3	Curb and gutter demolition	LF	\$	-	0	\$ -
4	Saw cut asphalt	LF	\$	2.00	1300	\$ 2,600
5	Replace subbase (Removal & Pitrun place & prep)	CY	\$	8.90	1540	\$ 13,709
6	Stand alone tree removal	EA	\$	-	0	\$ -
	SIDEWALK WORK:					
7	Concrete sidewalk	SF	\$	5.50	5,927	\$ 32,599
9	Pedestrian ramp	EA	\$	525.00	8	\$ 4,200
10	Truncated dome	EA	\$	-	0	\$ -
11	Lawn parkway / Rock Mulch	SF	\$	1.01	11095	\$ 11,206
12	Irrigation	LS	\$	0.89	11095	\$ 9,875
	OTHER:					
13	Asphalt repair	SF	\$	-	0	\$ -
14	Concrete curb cut	EA	\$	-	0	\$ -
15	Vertical curb and gutter (6")	LF	\$	18.50	1255	\$ 23,218
16	Myers cabinet	EA	\$	-	0	\$ -
17	Water meter	EA	\$	-	1	\$ -
	SITUATIONAL FURNISHINGS:					
18	Street trees	EA	\$	380.00	22	\$ 8,360
19	Street Lights	EA	\$	-	0	\$ -
	OTHER:					
20	Curb and Gutter Prep	LF	\$	2.75	1255	\$ 3,451
21	TBD	0	\$	-	0	\$ -
	Total Streetscape Costs:					\$ 124,509

## **CCDC Participation Program**

### **Eligible Costs Application Form**

Actual Eligible Costs To Be Determined by CCDC

																									1

TOTAL ELIGIBLE COSTS:

		UNIT	UNI	T PRICE	QUANTITY	TOTAL COST
	STORM WATER MITIGATION:					
22	Surface demo	LS	\$	5,000.00	1	\$ 5,000
23	Surface prep	LS	\$	18,000.00	1	\$ 18,000
24	Finish materials (permeable pavers, etc.)	0	\$	-	0	\$ -
	UTILITIES:					
25	Power line (new/relocation/extension)Plans Attached for bringing power infrastructure to the site, Idaho Power relocating power on east side of property that services property to the south and the replacement of Idaho Power structure 39. Estimates are attched.	LS	\$	250,000.00	1	\$ 250,000
26	Water main (new/relocation/extension)	LS	\$	235,731.50	1	\$ 235,732
27	Sewer line	LS	\$	79,891.00	1	\$ 79,891
28	City Fiber Optic Conduit Bank (new/relocation/extension) With cooperation with Amazon we are bringing Lumen (\$38,100) and Zayo (\$117,150) to the site	LF	\$	155,250.00	1	\$ 155,250
29	City Fiber Optic Vault	EA	\$	-	0	\$ -
30	ACHD power box relocation	EA	\$	-	0	\$ -
	STREET:					
31	Asphalt demolition	SF	\$	-	0	\$ -
32	Road sub-base and prep	0	\$	-	0	\$ -
33	Asphalt paving	LS	\$	27,000.00	1	\$ 27,000
	Total Infrastructure & Utilities Costs:					\$ 770,873

#### Important Note:

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

\$895,382

#### **Exhibit E: 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 Boise Gateway 2, LC, a Foreign Limited Liability Company ("Participant").

#### WITNESSETH:

#### 1. CCDC Contribution

CCDC has, pursuant to the proce	edures	set forth	in the	Type 2 Genera	al Assistance	Parti	cipation
Agreement by and between the	Capital	City De	velopm	ent Corporatio	n and Partic	ipant	with an
effective date of	(the	"Particip	oation	Agreement"),	determined	the	CCDC
Reimbursement for the Developm	nent, as	those to	erms are	e defined in the	Participation	n Agre	eement,
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 up to six (6) "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 2020 tax year assessed value of the Site upon Final Completion of the project and starting at Occupancy valuation year. The 2020 tax year assessed value of the Site, as determined by the Ada County Assessor is \$0.

First Annual Payment - Due on or before September 30, 2023

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 2023

Second 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

**Third 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

Fourth Annual Pay	rment – Due on or before S	eptember 30,	
-------------------	----------------------------	--------------	--

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

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

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

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

#### 3. Limitation on Making Payments

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

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

Signatures on Following Page

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

<b>AGEN</b>	NCY:
CAPI	TAL CITY DEVELOPMENT CORPORATION
_	
By:	John Brunelle, Executive Director
	John Brunelle, Executive Director
	<del></del>
	Date
	TICIPANT:
BOIS	E GATEWAY 2, LC
By:	
Its:	
Date	



#### **AGENDA BILL**

#### **Agenda Subject:**

Approval of Change Order No. 2 to the CM/GC Contract with Guho Corp. for the 8<sup>th</sup> & Bannock Streetscape Improvements Project

#### Date:

August 9, 2021

#### **Staff Contact:**

Karl Woods, Senior Project Manager Kathy Wanner, Contracts Specialist

#### Attachments:

- 1. Resolution No. 1715
- 2. Change Order No. 2 from Guho Corp.

#### **Action Requested:**

Adopt Resolution No. 1715 approving Change Order No. 2 to the CM/GC Contract with Guho Corp. for the 8<sup>th</sup> & Bannock Streetscape Improvements Project

#### **Fiscal Notes:**

Change Order No. 2 approves an additional \$111,904 for construction services requested by the Ada County Highway District (ACHD), the City of Boise, and the general public to correct outstanding accessibility (ADA) issues adjacent to the scoped construction project. The corrected ADA issues occur at the streetscapes adjacent to 10 Barrel Brewing on Bannock Street and at the pedestrian crossings at 8<sup>th</sup> & Bannock Streets. The Agency's contractor, Guho Corp., has submitted separate Change Order documents in order to separate the costs attributable to the Agency and to ACHD, respectively. The cost to the Agency is \$80,484 (tracked as expense), and the cost to ACHD is \$31,420 (tracked as revenue). The dollar value falls within the overall budget established for the project.

Funding for the 8<sup>th</sup> & Bannock Streetscape Improvements Project is included in the Agency's approved 2020 and 2021 Capital Improvement Plans for the River Myrtle-Old Boise and Westside Urban Renewal Districts.

#### Guho Corp. Summary

CM:	Pre-construction	\$	54,492	Executed April 22, 2020
-----	------------------	----	--------	-------------------------

GC: Construction GMP \$ 2,371,204 Executed July 27, 2020 (\$278k cost share)

CO1: Concrete Paving \$ 180,603 Executed December 14, 2020

Total Guho Contract \$2,606,299 As of December 14, 2020

CO2: ADA Corrections \$ 111,904 Increase for requested ADA corrections

<u>Updated Total Guho Contract \$ 2,718,203</u>

#### **Background:**

On April 18, 2020, an Interagency Agreement between ACHD and the Agency was finalized to establish the terms for repairing road sections of 8<sup>th</sup> St. and Bannock St. The agreement states the Agency will construct new sidewalks, parking area, streetscapes and the roadway work within the project and ACHD will reimburse the Agency for the cost of the road work which ACHD initially planned to do as part of its 2019 Downtown Boise Implementation Plan. The agreement permits change orders to be made so long as ACHD reimburses the Agency for any additional costs attributable to such change orders.

The CM Contract with Guho Corp. was approved by the Agency Board on April 22, 2020, authorizing preconstruction services including estimating, scheduling, and constructability review.

Amendment No. 1 to the contract was approved by the Agency Board on July 27, 2020, authorizing construction of the project.

Change Order No.1 (Amendment No. 2) was approved by the Agency Board on December 14, 2020. This Amendment was to change paving of 8<sup>th</sup> Street from Bannock Street to State Street from asphalt to concrete at the request of ACHD.

During construction in early 2021, ACHD, the City of Boise, and the general public requested correction of outstanding accessibility issues adjacent to the scoped construction project. The corrected ADA issues occur at the streetscapes adjacent to 10 Barrel Brewing on Bannock Street and at the pedestrian crossings at 8<sup>th</sup> & Bannock Streets. For the betterment of the community, the changes were incorporated into the project. The total associated costs of the construction are \$111,904. Change Order No. 2 will bring Guho Corp's contract value into alignment with final construction costs.

#### **Staff Recommendation:**

In order to bring Guho Corp's contract value into alignment with revised construction scope, Agency staff recommends the Board adopt Resolution No. 1715 approving Change Order No. 2 to the CM/GC Contract with Guho Corp. for construction of the 8<sup>th</sup> & Bannock Streetscape Improvements Project.

#### **Suggested Motion:**

I move to adopt Resolution No. 1715 approving the execution of Change Order No. 2 to the CM/GC Contract with Guho Corp. for the 8<sup>th</sup> & Bannock Streetscape Improvements Project

# **ATTACHMENT 1**

# **Resolution No. 1715**

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 CHANGE ORDER NO. 2 TO THE CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC) AGREEMENT BETWEEN THE AGENCY AND GUHO CORP. FOR CONSTRUCTION OF THE 8TH & BANNOCK STREETSCAPE IMPROVEMENTS PROJECT; AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO EXECUTE CHANGE ORDER NO. 2 TO THE AGREEMENT; 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 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 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, the City Council, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan Westside Downtown Urban Renewal Project ("First Amendment to the Westside Plan"), and following said public hearing, the City Council adopted its Ordinance 45-20 on December 1, 2020, annexing two (2) geographical areas adjacent and contiguous to the northern boundary of the Westside Project Area into the existing revenue allocation area and making certain findings; and,

WHEREAS, in cooperation with the City of Boise and the Ada County Highway District (ACHD), the Agency is making certain transformative improvements and enhancements to portions of 8<sup>th</sup> 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, upon approval of Resolution No. 1641 by its Board of Commissioners on March 9, 2020, the Agency entered into a Construction Manager / General Contractor (CM/GC) Agreement with Guho Corp. for the 8th & Bannock Streetscape Improvements Project ("Project") using the CM/GC construction delivery method; and

WHEREAS, the CM/GC construction delivery method contemplates that the construction agreement must be amended from time to time as the construction project moves forward so that the parties to the agreement can best address construction complexities and pertinent financial details, including procurement of materials and buy-out of subcontracts; and

WHEREAS, the Agency entered into an Interagency Agreement with ACHD on April 18, 2020, to establish the terms for repairing road sections of 8<sup>th</sup> Street and Bannock Street, including reimbursement by ACHD of certain expenses; and

WHEREAS, during construction, it was requested that the Agency make corrections to certain outstanding accessibility issues involving the Bannock Street sidewalk adjacent to the 9<sup>th</sup> Street intersection and the pedestrian crossings at the 8<sup>th</sup> Street and Bannock Street intersection; and,

WHEREAS, the Agency and Guho Corp., desire to amend the CM/GC construction agreement at this time with the execution of "Change Order No. 2" to Standard Agreement and General Conditions Between Owner and Construction Manager," attached as Exhibit A, in order to incorporate the changes to the construction scope; and

WHEREAS, the Agency Board of Commissioners finds it to be in the best public interest to approve Change Order No. 2 and to authorize the Agency's 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.

<u>Section 2</u>: That Change Order No. 2 to the Construction Manager / General Contractor construction agreement between the Agency and Guho Corp. for construction changes correcting certain outstanding accessibility issues, in the amount of \$111,904, attached

hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

Section 3: That the Agency Executive Director is hereby authorized to execute Change Order No. 2 to the Construction Manager / General Contractor construction agreement with Guho Corp., approving the Guaranteed Maximum Price of TWO MILLION SEVEN HUNDRED EIGHTEEN THOUSAND TWO HUNDRED THREE DOLLARS (\$2,718,203), consistent with the Board's stated instructions at the August 9, 2021, Agency Board Meeting.

<u>Section 4</u>: 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 August 9, 2021. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on August 9, 2021.

# **ATTACHMENT 2**

# Change Order No. 2 Guho Corp

# CHANGE ORDER 2 TO THE STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER (WHERE THE CM IS AT-RISK)

DATED August 9, 2021

Pursuant to Article 9 of the Agreement dated April 22, 2020, between the Owner, Capital City Development Corporations, and the Construction Manager, Guho Corp., for the 8th & Bannock Streetscape Improvement Project located in downtown Boise, the Owner and the Contractor desire now make changes to the scope of the Work and the Guaranteed Maximum Profit (GMP).

The Owner and the Contractor hereby agree as follows:

#### ARTICLE 1 GUARANTEED MAXIMUM PRICE (CHANGE ORDER 2)

The Contractor's GMP for the Work, including the Cost of the Work as defined in Article 8, Contractor's Fee as set forth in Section 7.3 and 7.4, and changes as set forth in Article 9 is TWO MILLION SEVEN HUNDRED EIGHTEEN THOUSAND TWO HUNDRED THREE DOLLARS (\$2,718,203).

This Change Order 2 in the amount of **ONE HUNDRED ELEVEN THOUSAND NINE HUNDRED FOUR DOLLARS (\$111,904)** is for the performance of the Work in accordance with the Exhibits listed below, which are a part of this Agreement:

- EXHIBIT A: Guho Change Order No 2 Costs associated with correcting outstanding accessibility issues attributable to CCDC to wit: work to complete the ADA upgrades on the corners of 9<sup>th</sup> & Bannock and the southern corners of 8<sup>th</sup> & Bannock.
- EXHIBIT B: Guho Change Order No 3 Costs associated with correcting the outstanding accessibility issues attributable to ACHD to wit: work to complete the ADA upgrades on 9<sup>th</sup> & Bannock north east corner and 8<sup>th</sup> & Bannock, including the addition of pedestrian push buttons.
- EXHIBIT C: Construction drawings showing scope of change orders.
- EXHIBIT D: Authorization emails and meeting minutes.

End of Change Order No. 2 | Signatures appear on the following page.

IN WITNESS WHEREOF, Owner and Construction Manager have executed this Change Order 2 with an effective date as first written above.

OWNER: Capital City Development Corporation				
By:				
By: John Brunelle, Executive Director				
Approved as to Form:				
Mary Watson, General Counsel   Contracts Manager	•			
CONSTRUCTION MANAGER: Guho Corp.				
By:				
Anthony Guho, Vice-President				
Attest:				

Budget Info / For Office Use					
Fund/District	302 / 303				
Account	6250				
Activity Code	19007 / 19021				
PO #	200067				
Due Date Phase 1	January 28,2021				
Due Date Phase 2	June 18, 2021				
Termination	September 30, 2021				



# EXHIBIT A CCDC COSTS

## Change Order

Project: Change Order: 2
20-0101-063 2020 Streetscapes CONSTRUCTION

Date: 4/14/2021

OWNER

The Contract is changed as follows:

Change Order #02

Change Request

**ENGINEER** 

20	9th & Bannock Corners (CCDC Cost)		\$48,417.62
22	8th & Bannock Southern Corners (CCDC Cost)		\$32,065,84
		Total:	\$80 483 46

The original Contract Amount was \$2,371,204.00

Net change by previously authorized Change Orders \$180,603.07

The Contract Amount prior to this Change Order was \$2,551,807.07

The Contract will be increased by this Change Order in the amount of \$80,483.46

The new Contract Amount including this Change Order will be \$2,632,290.53

The date of Substantial Completion as of the date of this Change Order therefore is

CONTRACTOR

Date	Date	Date
<sup>By</sup> 07/30/2021	By 7/29/2021	Ву
Ricardo Zavala	Anthony Guho	
(Signature)	(Signature)	(Signature)
Ricardo Bovala	Trothony Tuho	BOISE, ID 83702
	391 W. State St. Suite G Eagle, ID 83616	121 N. 9TH STREET, SUITE 501
	Guho Corp	CAPITAL CITY DEVELOPMENT CORP
and the state of t		

www.guhocorp.com -



## Change Request

To: CAPITAL CITY DEVELOPMENT CORP 121 N. 9TH STREET, SUITE 501

BOISE, ID 83702

Number: 20 Date: 4/7/21

Job: 20-0101-063 2020 Streetscapes CONSTRUCTION

Phone:

Description: 9th & Bannock Corners (CCDC Cost)

Scope of Change:

9th & Bannock Corners (Refer to Atached Beakdown)

Work performed by Guho Corp:				
Description	Quantity	Unit	Unit Price	Price
PROJECT MANAGER	10.00	hr		\$921,00
PROJECT ADMIN SUPPORT LABOR	5.00	hr		\$297.00 \$1,759.00 \$2,870.00 \$425.00 \$608.00
SENIOR SUPERINTENDENT				
PROJECT SUPERVISION				
PERMITS				
STREETSCAPES DEMO				
REMOVE & SET PATIO FURNISHING				\$360.00
SAW CUTTING				\$399.00
SET PARKING METERS/SLEEVE FOR SIGN				\$84.00
BIKE RACK INSTALL				\$50.00 \$442.00 \$213.00 \$1,578.00 \$562.00 \$1,272.00
EPOXY ANCHOR BOLTS				
RESET ELECTRICAL J BOX				
SIDEWALK/CURB EXCAVATION & GRADING				
TREE W/IRRGATION				
TREE GRATES/FRAMES				
SANITARY SEWER PIPING				\$7,272.00
SANITARY SEWER PIPING				\$340.00
SANITARY SEWER PIPING				\$509.00
SANITARY SEWER PIPING				\$100.00
			Subtotal:	\$13,571.00
Vork performed by subcontractors:				
Description	Quantity L	Jnit	Unit Price	Price
TRAFFIC CONTROL 9TH STREET WEEK	2000 M		25/1005/01/505/01/	\$1.281.00
PED TRAFFIC CONTROL				\$200.00
TRAFFIC CONTROL BANNOCK MONTH				\$530.00
ASPHALT DEMO				\$2,549.00
REMOVE & RESET LIGHT POLE				\$412.00
ASPHALT PREP				\$3,885.00
TEMP ASPHALT PATCH BACK				\$1,000.00

\$6,823.00

\$48,417.62



## Change Request

To: CAPITAL CITY DEVELOPMENT CORP 121 N. 9TH STREET, SUITE 501 BOISE, ID 83702 Number: 20 Date: 4/7/21

Job: 20-0101-063 2020 Streetscapes CONSTRUCTION

Phone:

ASPHALT PAVING
MILL & OVERLAY ASPHALT
CONCRETE 4"
PED RAMP
BRICK PAVERS
CURB & GUTTER
DROP INLET & FRAME
TREE W/IRRIGATION

\$-3,763.00 \$4,989.00 \$2,722.00 \$3,212.00 \$1,911.00 \$3,165.00 \$2,000.00 Subtotal: \$30,916.00 Subtotal: \$44,487.00 CM/GC Fee \$44,487.00 8.00% \$3,558.96 Bond \$371.66

Total:

If you have any questions, please contact me at .

Submitted by:

Approved by:

Date

4.07.2021

		ORGINAL PL	AN	CHANGE TO PER.A		DIFFERENCE	
lob Cost Phase	Description	Takeoff Quantity	Total Amount	Takeoff Quantity	Total Amount	Change Amount	
01-3110	PROJECT MANAGEMENT	7			471102111		
	Project Manager	10.00 HR	921	12	1,105	184	
	Project Engineer /Assistant Project Manag	5.00 hr	297	5	297	0	
	Superintendent Senior	20.00 hr	1,759	25	2,198	439	
	PROJECT MANAGEMENT		2,977		3,600	623	
01-3111	PROJECT SUPERVISION						
	Superintendent	49.00 hr	2,870	40	2,870	9	
	PROJECT SUPERVISION		2,870		2,879	0	
01-4123	PERMITS					0	
	ACHD ROW Permit	5.00 day	425	5	425	0	* No Cost for Additional 7 days for ACHD Work)
	PERMITS		425		425	0	
01-5526	TRAFFIC CONTROL					0	
	Traffic Control 9th Street Week	1.00 wk	1,281	1	1,281	0	
	Ped Traffic Control	1.00 Isum	200	1	200	0	
	Traffic Control Bannock Manth	0.25 mth	530	1	1,061	531	
	TRAFFIC CONTROL		2,011		2,542	531	
02-4113	DEMO-SITE				CONTRIB	0	
6	Asphalt Demo	2,428,00 af	2,549	1,200	1,260	-1,289	
	Streetscapes Demo	520.00 af	608	696	814	206	
	DEMO-SITE		3,157	1,896	2,074	-1,082	
02-4200	REMOVAL & SALVAGE				8		
8	Remove and Set Patio/Furnishings	1.00 is	360	16	360		
	REMOVAL & SALVAGE		360		360	0.0	
03-8100	SAWCUTTING		1200000			0	
1	Concrete Sawoutting Sub	74.00 If	296	90	360	64	
	Asphalt Saw Cutting	205.00 If	103	225	113	10	
	SAW CUTTING		399	Charles St.	473	74	
12-4000	FURNISHINGS AND ACCESSORIES		100000		100.00	0	
	Set Parking Meter Base	1,00 ma	37	1	37	0	
	Set Telspar Sleave for Sign	1.00 ea	47	1	47		
	FURNISHINGS AND ACCESSORIES		84		84	0	
12-9300	SITE FURNISHINGS		9.9			0	
	Bike Rack, Cast In Install, Powder Coat G	1,00 ea	50		50	0	
	SITE FURNISHINGS	1.00 00	50		50	100	
26-5613	LIGHT POLES & STANDARDS		- 00			0	
	Remove and Reset Light Pole	1.00 ea	412	10	412		
	Epoxy Arichar Bolts for Light Pole	1.00 ea	442	- 1	442		
	Reset Electrical J Box	5.00 ea	213	5	213		
	LIGHT POLES & STANDARDS	0.00	1,067		1,067		
31-2219 3	FINISH GRADING				1,001	0	
	Sidewalk/Curb Excavation and Grading	Page 00.980	1,578	1,354	2,166	588	
_	FINISH GRADING	unit ed aipi	1,578	1,354		588	
32-1216	ASPHALT PAVING		\$100 m		2,166	111959	
	Aspahlt Prep	2,428.00 sf	3,885	4.450	2 200	6	
	Temp Aspahlt Patch Back	400.00 sf		1,620	2,592	-1,293	
	Aspahit Paving	2,428.00 sf	1,000 6,823	660	430	-570	
	Mil and Overlay Asphalt	-2,428.00 sf		860	3,742	-3,081	
	Asphalt Milling	-E. 420.00 SI	-3,763	1,620 -1,620	4,552	8,315	
	ASPHALT PAVING		704	-1,620	-2,511	-2,511	
32-1316 E	DECORATIVE CONCRETE		7,944		8,895	861	
	Denotrate 4" sidewalk	808 NO -F	4.000	4 224	B (824)	0	
	Ped Ramp	626.00 sf	4,989	1,094	H.719	3,730	
	DECORATIVE CONCRETE	2.00 ca	2,722	2	2,722	0	
32-1416 E	TOTAL BROWN CONTRACTOR STREET		7,711		11,441	3,730	
	BRICK PAVERS	200 00 4		2000	100000	9	
	Brick unit Pavers Reinstall	220.00 styll	2,772	220	2,772	٥	
	Brick unit Pavers Salvage	220.00 sqft	440	220	440	0	
32.4813	BRICK PAVERS CURB & GUTTER		3,212		3,212	0	
32-1613 0		20.00000	122203	112201	120000	0	
	Park and Dutter						
	Curb and Guiter	70.00 If	1,911	129	3,522	1,611	
	Drop Inlet Frame and Grate  CURB & GUTTER	2.00 ms	3,165	129	1,582 5,104	-1,583 28	

	TOTAL	3	44,487.00	5	54.297.00	\$ 9.810.50
	SANITARY SEWER PIPING		1,731		6,727	4,996
	Storm Drain Manhole			1	4,800	4,800
	Storm Drain Piping	1.00 is	1,731	4:	1,927	196
33-3100	SANITARY SEWER PIPING					
	TREE GRATES/FRAMES		1,272		1,272	
	4x8 Frame Brick/Concrete/Brick/Concrete	2.00 ma	1,272	2	1,272	0
12-9443	TREE GRATES/FRAMES					0
	LANDSCAPING		2,562		2,025	-537
	Streetscape Tree with Irrigation	2.00 ca	2,562	2	2,025	-537



## Change Request

To: CAPITAL CITY DEVELOPMENT CORP 121 N. 9TH STREET, SUITE 501

POICE ID 02702

BOISE, ID 83702

Number: 22 Date: 4/14/21

Job: 20-0101-063 2020 Streetscapes CONSTRUCTION

Phone:

Description: 8th & Bannock Southern Corners (CCDC Cost)

Scope of Change:

Refer to attached breakdown.

Description	QuantityUnit	Unit Price	Price
PROJECT MANAGER	Labor	Onit Price	\$325.00
PROJECT MANAGER	Equipment		
PROJECT MANAGER	Other		\$25.00 \$111.00
PROJECT ADMIN ASSIST	Labor		\$111.00
PROJECT ADMIN ASSIST	Equipment		\$135.00
PROJECT ADMIN ASSIST	Other		\$36.00
PROJECT SUPERVISION	Labor		\$600.00
PROJECT SUPERVISION	Equipment		\$60.00
PROJECT SUPERVISION	Other		\$219.00
	Labor		\$2,274.00
PROJECT SUPERVISION	Equipment		\$600.00
PROJECT SUPERVISION	Other		\$713.00
PERMITS	Other		\$850.00
DEMO-SITE	Labor		\$728.00
REMOVAL & SALVAGE	Labor		\$210.00
REMOVAL & SALVAGE	Material		\$30.00
REMOVAL & SALVAGE	Equipment		\$40.00
SAW CUTTING	Labor		\$40.00
LIGHT POLES & STANDARDS	Labor		\$528.00
FINISH GRADING	Labor		\$464.00
BRICK PAVERS	Labor		\$1,432.00
SANITARY SEWER PIPING	Labor		\$391.00
SANITARY SEWER PIPING	Material		\$168.00
SANITARY SEWER PIPING	Equipment		\$355.00
SANITARY SEWER PIPING	Other		\$100.00
		Subtotal:	\$10,439.00
Vork performed by subcontractors:			
Description	Subcontractor		Price
TRAFFIC CONTROL	ROAD WORK AHEAD		\$766.00
LIGHT POLES & STANDARDS	QUALITY ELECTRIC INC		\$412.00
ASPHALT PAVING			\$1,000.00
DECORATIVE CONCRETE	PUSHER CONSTRUCTION INC		\$2,722.00
BRICK PAVERS	CAPITOL LANDSCAPE INC		\$9,022.00
CURB & GUTTER	PUSHER CONSTRUCTION INC		\$4,912.00
readiscensor statistics constitutive Constitutive		2-000 MANUAL T	47,072.00



## Change Request

To: CAPITAL CITY DEVELOPMENT CORP 121 N. 9TH STREET, SUITE 501

BOISE, ID 83702

Number: 22 Date: 4/14/21

Job: 20-0101-063 2020 Streetscapes CONSTRUCTION

Phone:

			Subtotal:	\$29,273.00	_
	CM/GC Fee	\$29,273.00	8.00%	\$2,341.84	
	Bond			\$451.00	
			Total:	\$32,065.84	
If you have any questions, please contact me at .					

Submitted by:

Approved by: Date:

lob Cost Phase	Description	Takeoff Quantity	Total Amount
01-3110	PROJECT MANAGEMENT		
	Project Manager	5.00 HR	46
	Project Engineer /Assistant Project Manager	3.00 hr	178
	Superintendent Senior	10.00 hr	879
01-3111	PROJECT SUPERVISION		
	Superintendent	50.00 hr	3,587
01-4123	PERMITS		
	ACHD ROW Permit	10.00 day	850
01-5526	TRAFFIC CONTROL		
	Ped Traffic Control	1.00 Isum	200
	Traffic Control Bannock Week	1.00 wk	566
02-4113	DEMO-SITE		
	Streetscapes Demo	182.00 sf	728
02-4200	REMOVAL & SALVAGE		
	Remove and Set Patio/Furnishings	1.00 is	280
03-8100	SAW CUTTING		0.000
	Asphalt Saw Cutting	80.00 If	40
26-5613	LIGHT POLES & STANDARDS		0.000
	Remove and Reset Light Pole	1.00 ea	412
	Epoxy Anchor Bolts for Light Pole	1.00 ea	442
	Reset Electrical J Box	2.00 ea	85
31-2219	FINISH GRADING		
	Sidewalk/Curb Excavation and Grading	290.00 sqft	464
32-1216	ASPHALT PAVING	1,000,000,000	.05
	Temp Aspahlt Patch Back	400.00 sf	1,000
32-1316	DECORATIVE CONCRETE		
	Ped Ramp	2.00 ea	2,722
32-1416	BRICK PAVERS		
	Brick unit Pavers Reinstall	716.00 sqft	9,022
	Brick unit Pavers Salvage	716.00 sqft	1,432
32-1613	CURB & GUTTER		11100
	Curb and Gutter	64.00 If	1.747
	Drop Inlet Frame and Grate	2.00 ea	3,165
33-3100	SANITARY SEWER PIPING	# 35 MP	0,100
	Storm Drain Piping	1.00 ls	1.014

#### **Estimate Totals**

Description	Rate	Amount	Totals
Total Cost		29 273	29 273



# **EXHIBIT B ACHD COSTS**

## Change Order

Project:

20-0101-063 2020 Streetscapes CONSTRUCTION

Change Order: 3

Date: 4/14/2021

The Contract is changed as follows:

Change Order #03

1.00	Calabria Co.
Change	Request
Glialige	nequest

**ENGINEER** 

16 8th & Bannock Ped Push Buttons (ACHD Cost) \$20,742.96 21 9th & Bannock Corners (ACHD Cost) \$10,677.30

> Total: \$31,420.26

The original Contract Amount was \$2,371,204.00 Net change by previously authorized Change Orders \$180,603.07 The Contract Amount prior to this Change Order was \$2,551,807.07 The Contract will be increased by this Change Order in the amount of \$31,420.26 The new Contract Amount including this Change Order will be \$2,583,227.33

The date of Substantial Completion as of the date of this Change Order therefore is

CONTRACTOR OWNER Guho Corp CAPITAL CITY DEVELOPMENT CORP 391 W. State St. Suite G 121 N. 9TH STREET, SUITE 501 Eagle, ID 83616 BOISE, ID 83702 Ricardo Zovala (Signature) (Signature) (Signature) Anthony Guho Ricardo Zavala Ву 07/30/2021 07/29/21 Date Date Date



## Change Request

To: CAPITAL CITY DEVELOPMENT CORP

121 N. 9TH STREET, SUITE 501

BOISE, ID 83702

Number: 16 Date: 4/7/21

Job: 20-0101-063 2020 Streetscapes CONSTRUCTION

Phone:

Description: 8th & Bannock Ped Push Buttons (ACHD Cost)

Scope of Change:

Add for Ped Push Buttons on 8th & BannockIntersection and 9th & Bannock NE Corner (Refer to Attached Breakdown)

	Qu	uantityUnit	Unit Price	Price
PROJECT MANAGEMENT	Labor			\$240.00
PROJECT MANAGEMENT	Equipment			\$24.00
PROJECT MANAGEMENT	Other			\$88.00
TRENCHING	Labor			\$2,262.00
TRENCHING	Material			\$70.00
TRENCHING	Equipment			\$1,103.00
TRENCHING	Other			\$400.00
PED PUSH BUTTON FOUNDATION	Labor			\$240.00
PED PUSH BUTTON FOUNDATION	Material			\$600.00
PED PUSH BUTTON FOUNDATION	Equipment			\$75.00
PROJECT SUPERVISION	Labor			\$120.00
PROJECT SUPERVISION	Equipment			\$12.00
PROJECT SUPERVISION	Other			\$44.00
FOUNDATION	Labor			\$40.00
	Labor			\$40.00
			Subtotal:	\$5,358.00
Vork performed by subcontractors:				
Description	Subcontractor			Price
PED PUSH BUTTON FOUNDATION				\$750.00
	the state of the s			
PED PUSH BUTTON ROUGH IN	QUALITY ELECTRIC INC			\$4,774.00
PED PUSH BUTTON ROUGH IN PED PUSH INSTALL	QUALITY ELECTRIC INC			
PED PUSH INSTALL	QUALITY ELECTRIC INC			\$4,774.00 \$1,876.00 \$4,529.00
PED PUSH INSTALL PED PUSH BUTTON ROUGH IN				\$1,876.00 \$4,529.00
PED PUSH INSTALL PED PUSH BUTTON ROUGH IN FOUNDATION	QUALITY ELECTRIC INC			\$1,876.00 \$4,529.00 \$750.00
PED PUSH INSTALL PED PUSH BUTTON ROUGH IN	QUALITY ELECTRIC INC		_	\$1,876.00 \$4,529.00 \$750.00 \$900.00
PED PUSH INSTALL PED PUSH BUTTON ROUGH IN FOUNDATION	QUALITY ELECTRIC INC		Subtotal:	\$1,876.00 \$4,529.00 \$750.00
PED PUSH INSTALL PED PUSH BUTTON ROUGH IN FOUNDATION	QUALITY ELECTRIC INC QUALITY ELECTRIC INC		Subtotal:	\$1,876.00 \$4,529.00 \$750.00 \$900.00
PED PUSH INSTALL PED PUSH BUTTON ROUGH IN FOUNDATION	QUALITY ELECTRIC INC	\$18,937.00	55000000000000000000000000000000000000	\$1,876.00 \$4,529.00 \$750.00 \$900.00 \$13,579.00
PED PUSH BUTTON ROUGH IN FOUNDATION	QUALITY ELECTRIC INC QUALITY ELECTRIC INC	\$18,937.00	Subtotal:	\$1,876.00 \$4,529.00 \$750.00 \$900.00 \$13,579.00 \$18,937.00

#### GUHO CORP

#### ACMD Ped Push Buttons 108 s Cost Breakdown

Page 1 47/2021

Sauation.	Job Cost Phase	Description	Take of Quantity	Sabot Amount	Material Amount	Vendor Name	- Bub Amount	Sub Name:	Equip Amount	Other Amount	Total Amount
With arrest											
Barmock											
httproscion											
	61-2118	PROJECT MANAGEMENT									
		Bopermenters	400 41	349			- 5		24		140
		PROJECT MANAGEMENT		241					24		36
	54-4000	TRANSPORTATION SIGNALING									
		Departura	Con to	6303	79			Girlin Care	1.943	800	200
		Pet Polit Suton Environment Small	100 44	240	74 829		- 0	Safe See	78		8.825 911 791
		Fed Fush Button Foundation Cargo	1.00 ex	1750				Substitutes	25	-	791
		Fed Fun Butter Rough In	1.00 W		8 180			Quality Sterror	2+	- 5	4.131
		Febfush (neek	100 M					Quality Streets			1,876
		TRANSPORTATION SIGNALING		190	479		7.600		1.179	600	12.161
		6th and Barmock Intersection		114			740		1316	400	19,944
2th and											
Burnock ME											
Cemer											
5500000	85,5110	PROJECT MANAGEMENT									
		Basement	230 %	598					175	322	0.00
		PROJECT MANAGEMENT		730			12		- 12		176
	28-6000	TRANSPORTATION BIGNALING									
		Per Push Butter Rough (V)	100 %		9 22		2000	Statts Overe			75000
		Foundation 30' s 6 ft.	1 = 11	546				Barra Corp			438
		Foundation 50' 47'th	1					Nation Cons			4.521 780 360
		TRANSPORTATION SIGNALING		80			5.179	711-00000			4.05



## Change Request

To: CAPITAL CITY DEVELOPMENT CORP 121 N. 9TH STREET, SUITE 501

BOISE, ID 83702

Number: 21 Date: 4/7/21

Job: 20-0101-063 2020 Streetscapes CONSTRUCTION

Phone:

Description: 9th & Bannock Corners (ACHD Cost)

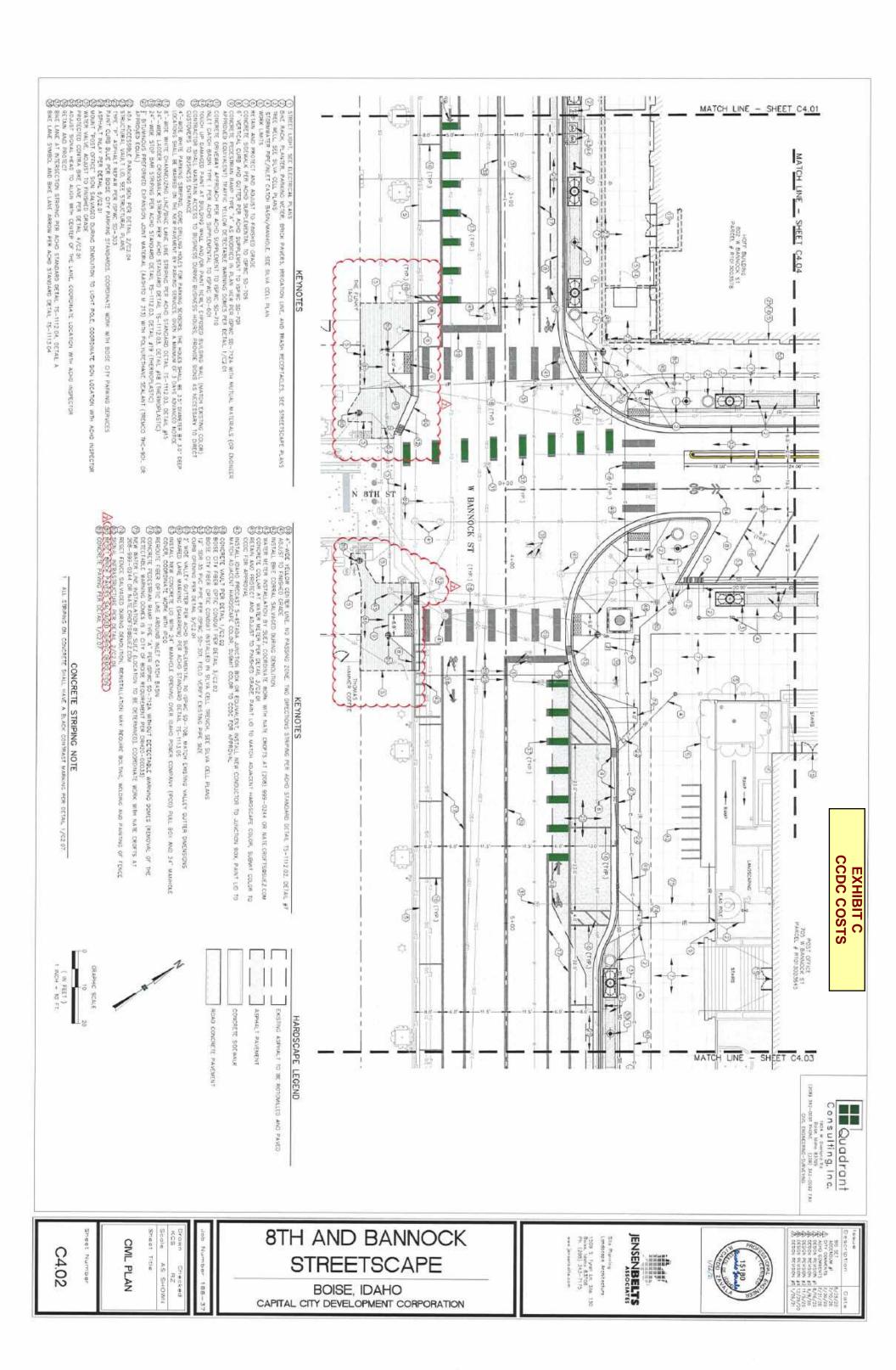
Scope of Change:

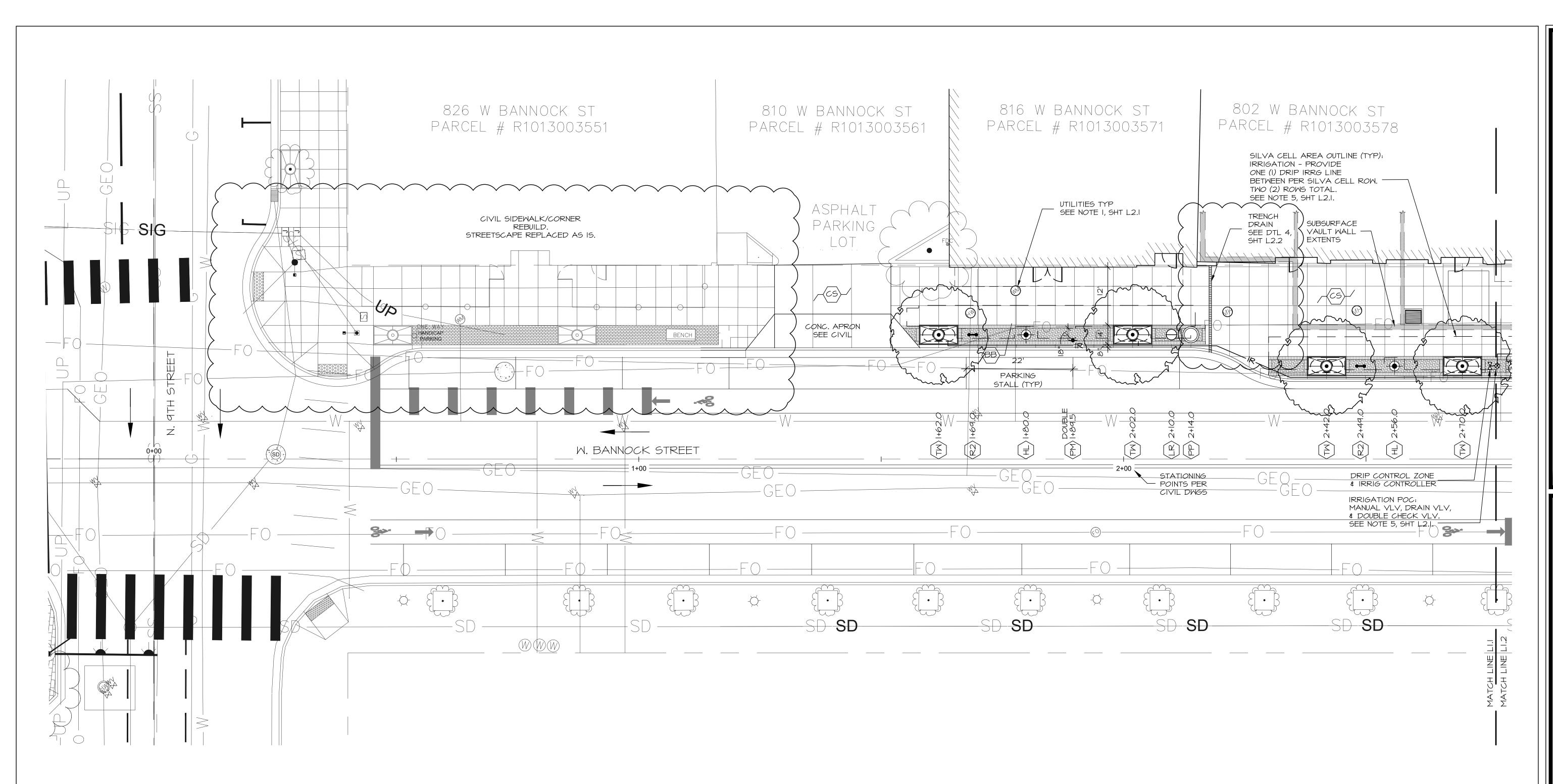
9th & Bannock Corners - ACHD Cost (Refer to Attached Breakdown)

Work performed by Guho Corp:				
Description	Qua	antity Unit	Unit Price	Price
PROJECT MANAGEMENT				\$184.00
SENIOR SUPERINTENDENT				\$439.00
			Subtotal:	\$623.00
Work performed by subcontractors:				
Description	Quai	ntity Unit	Unit Price	Price
TRAFFIC CONTROL BANNOCK MONTH				\$531.00
ASPHALT DEMO				\$-1,289.00
STREETSCAPES DEMO				\$206.00
SAW CUTTING				\$64.00
ASPHALT SAW CUTTING				\$10.00
SIDEWALK/CURB EXCAVATION & GRADING				\$588.00
ASPHALT PREP				\$-1,293,00
TEMP ASPHALT PATCH BACK				\$-570.00
ASPHALT PAVING				\$-3,081.00
MILL & OVERLAY				\$8,315.00
ASPHALT MILLING				\$-2,511.00
CONCRETE 4" SIDEWALK				\$3,730.00
CURB & GUTTER				\$1,611.00
DROP INLET FRAME & GRATE				\$-1,583.00
TREE WITH IRRIGATION				\$-537.00
STORM DRAIN PIPING				\$196.00
STORM DRAIN MANHOLE				\$4,800.50
			Subtotal:	\$9,187.50
			Subtotal:	\$9,810.50
	CM/GC Fee	\$9,810.50	8.00%	\$784.84
	Bond			\$81.96
			Total:	\$10,677.30

		ORGINAL PL	AN	CHANGE TO PER A		DIFFERENCE	
lob Cost Phase	Description	Takeoff Quantity	Total Amount	Takeoff Quantity	Total Amount	Change Amount	
01-3110	PROJECT MANAGEMENT	171,43895.15A					
	Project Manager	10,00 HR	921	12	1,105	184	
	Project Engineer /Assistant Project Manaç	5.00 hr	297	5	297	6	
	Superintendent Senior  PROJECT MANAGEMENT	20.00 hr	1,759	25	2,198	439	
01-3111	PROJECT SUPERVISION		2,811		3,600	623	
	Superintendent	40.00 hr	2,870	40	2,870	9	
	PROJECT SUPERVISION		2,870		2.870	0	
01-4123	PERMITS				5.500	0	
	ACHD ROW Permit	5.00 day	425	5	425	0	* No Cost for Additional 7 days for ACHD Work)
	PERMITS		425		425	0	
01-5526	TRAFFIC CONTROL					0	
	Traffic Control 9th Street Week	1.00 w/c	1,281	1	1,261	0	
	Ped Traffic Control	1.00 lisum	200	1	200	0	
	Traffic Control Bannoch Moreh TRAFFIC CONTROL	0.25 mth	530 2,611	1	1,061	531	
02-4113	DEMO-SITE		2,011		2,542	531	
	Asphall Demo	2,428.00 sf	2,540	1,200	1,260	-1,289	
	Streetscapes Demo	520.00 af	608	696	B14	206	
	DEMO-SITE		3,157	1,896	2.074	-1,083	
02-4200	REMOVAL & SALVAGE		- 1		0	0	
	Remove and Set Patio/Furnishings	1.00 ls	360	1	360	0	
	REMOVAL & SALVAGE		360		360	.0	
03-8100	SAW CUTTING					0	
	Concrete Sewcutting Sub	74.00 If	296	90	360	64	
	Asphalt Saw Cutting	205,00 ff	103	225	113	10	
	SAW CUTTING		399		473	74	
	FURNISHINGS AND ACCESSORIES	negalya				0	
	Set Parking Meter Base	1.00 ea	37	1	37	6	
	Set Telspar Sleeve for Sign FURNISHINGS AND ACCESSORIES	1.00 ea	47	1	47	. 0	
12-9300	SITE FURNISHINGS		84		84	0	
	Bike Rack, Cast in Install, Powder Coat G	1.00 ea	50	1	50	· ·	
	SITE FURNISHINGS	11111111	59		50		
26-5613	LIGHT POLES & STANDARDS					0	
	Remove and Reset Light Pole	1.90 ea	412	1	412		
	Epoxy Anchor Bolts for Light Pole	1.00 ea	442	1	442	0	
	Reset Electrical J Box	5.60 ea	213	5	213	0	
	LIGHT POLES & STANDARDS		1,087		1,067	0	
	FINISH GRADING	\$56600,61510±0				0	
	Sidewalk/Curb Excavation and Grading FINISH GRADING	986.00 sqft	1,578	1,354	2,166	588	
32-1216	ASPHALT PAVING		1,578		2,166	588	
	Aspahlt Prep	2.428.00 sf	3,885	1,620	2 542	0	
	Temp Aspehlt Patch Back	400.00 sf	1,000	860	2,592 430	-1,293 -570	
	Aspahit Paving	2,428.00 sf	0,823	800	3,742	-3,081	
	Mill and Overlay Asphalt	-2,428.00 sf	-3,763	1,620	4,552	8,315	
	Asphalt Milling			-1,620	-2,511	-2,511	
	ASPHALT PAVING		7,944		R,005	861	
32-1316	DECORATIVE CONCRETE					0	
	Concrete 4" sidewalk	626.00 sF	4,989	1,094	8,719	3,730	
	Ped Ramp	2.00 ea	2,722	2	2,722	0	
20.4512	DECORATIVE CONCRETE		7,711		11,441	3,730	
	BRICK PAVERS	100000000000	82327	5 -95500	1200500	0	
	Brick unit Pavers Reinstall	220.00 sqft	2,772	220	2,772	0	
	Brick unit Pavers Salvage BRICK PAVERS	220.00 sqft	440	220	440	.0	
32-1613	CURB & GUTTER		3.212		3,212	0	
	Curb and Gutter	70.00 #	1,911	129	3,522	1,611	
	Drop Inlet Frame and Grate	2.00 en	3,165	1	1,582	-1,583	
					111111111111	1,000	

	TOTAL	5	44,487.00	\$	54,297.00	\$ 9,810.50	
	SANITARY SEWER PIPING		1,731		6,727	4,990	
	Storm Drain Manhole			- 1	4,800	4,800	
	Storm Death Piping	1,00 is	1,731	1	1,927	196	
3-3100	SANITARY SEWER PIPING					0	
	TREE GRATES/FRAMES		1,272		1,272	9	
	4x8 Frame Brick/Concrete/Brick/Concrete	2.00 ma	1,272	2	1,272	0	
17-9443	TREE GRATES/FRAMES					0	
	LANDSCAPING		2,562		2,025	-537	
	Streetscape Tree with Irrigation	2.00 en	2,562	2	2,025	-537	





# LEGEND OF CALLOUTS

(REFER TO SHT L2.1)

SYMBOL CALLOUT DESCRIPTION

	(BB)	BRICK/CONCRETE STREETSCAPE STANDARD
	(06)	CONSTRUCT CURB & GUTTER.
	(C5)	CONSTRUCT CONCRETE SIDEWALK.
<del>-</del>	(HL)	HISTORIC LIGHT.
$\Theta$	(LR)	LITTER RECEPTACLE.
•	(PM)	PARKING METER.

SYMBOL CALLOUT DESCRIPTION

	(PP)	PRE-CAST PLANTERS.
	(PR)	PEDESTRIAN RAMP.
-	(RI)	BIKE RACK STANDARD. DIRECT BURY.
-	R2	BIKE RACK STANDARD. SURFACE MOUNT.
	(RC)	RETAIN & PROTECT EXIST CURB & GUTTER.
	RS	RETAIN & PROTECT EXIST PAVING.

SYMBOL CALLOUT DESCRIPTION			
	*	4'x8' TREE WELL.	
		TRUNCATED DOMES.	
—IR—		IRRIGATION SUPPLY.	

\* INSTALL DEEPROOT ROOT BARRIER (OR APPROVED EQUAL) THAT EXTENDS 18" BELOW THE SUB GRADE ON ALL SIDEWALK SIDE AND 24" BELOW THE SUB GRADE ON THE CURB SIDE. SEE DTL 1, SHT L2.2, WHERE OCCURS.

#### NOTES

- I. REFER TO SHT L2.1 & L2.2 FOR STREETSCAPE NOTES AND DETAILS.
- 2. REFER TO SHT L3.1 FOR STREETSCAPE SPECIFICATIONS.

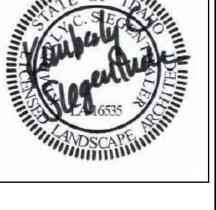
### **BANNOCK STREET**

9th STREET



Description BID SET 6-29-20 CITY COMMENT 7-29-20 ACHD COMMENTS 7-31-20 TRENCH DRAIN 3-31-20







Site Planning Landscape Architecture 1509 S. Tyrell Ln. Ste. 130 Boise, Idaho 83706 Ph. (208) 343—7175

www.jensenbelts.com

Job Number 1768

Checked KCS Scale AS SHOWN

Sheet Title

STREETSCAPE PLAN

Sheet Number

# **EXHIBIT D Emails and Meeting Minutes**

#### **Karl Woods**

From: Karl Woods <kwoods@ccdcboise.com>
Sent: Friday, December 4, 2020 4:48 PM

To: ricardo@quadrant.cc
Cc: 'Kim Siegenthaler'

**Subject:** RE: 8th and Bannock Pedestrian Push Buttons

Yep, Anthony and I discussed it earlier. That's great.

#### Karl E. Woods LEED AP Senior Project Manager kwoods@ccdcboise.com





**From:** ricardo@quadrant.cc [mailto:ricardo@quadrant.cc]

Sent: Friday, December 4, 2020 4:46 PM

**To:** Karl Woods **Cc:** 'Kim Siegenthaler'

**Subject:** FW: 8th and Bannock Pedestrian Push Buttons

Karl,

Below is a email thread for you to read. ACHD wants the push buttons installed at 8<sup>th</sup> and Bannock. They are providing the material, but CCDC would pay for the labor. Is this okay with you?

#### Ricardo Zavala, PE

Quadrant Consulting, Inc.

Office (208)-342-0091, Mobile (208)-602-1729

From: Brian Crespin < BCrespin@achdidaho.org>

Sent: Friday, December 4, 2020 4:02 PM

To: Rob Cloninger < Rob@guhocorp.com>; ricardo@quadrant.cc

Cc: Joshua Saak <Jsaak@achdidaho.org>; Regina Cunningham <Rcunning@achdidaho.org>; Bryant Hurt

<Bhurt@achdidaho.org>; Anthony Guho <anthony@guhocorp.com>; Colton Newkirk <colton@guhocorp.com>

Subject: RE: 8th and Bannock Pedestrian Push Buttons

We will provide the material. Will Tuesday at 7:30 am work for the bolt pick up?

Thanks, Brian C.

From: Rob Cloninger < Rob@guhocorp.com > Sent: Friday, December 4, 2020 2:17 PM

To: Brian Crespin <BCrespin@achdidaho.org>; ricardo@quadrant.cc

Cc: Joshua Saak <Jsaak@achdidaho.org>; Regina Cunningham <Rcunning@achdidaho.org>; Bryant Hurt

<Bhurt@achdidaho.org>; Anthony Guho <anthony@guhocorp.com>; Colton Newkirk <colton@guhocorp.com>

Subject: RE: 8th and Bannock Pedestrian Push Buttons

## [THIS EMAIL ORIGINATED EXTERNALLY. PLEASE USE CAUTION WHEN OPENING ATTACHMENTS OR LINKS INSIDE THIS EMAIL.]

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Brian,

Thank you for getting back on this so quickly

Will ACHD be providing the bolts and push buttons? If so can we get the bolts Monday sometime?

#### **ROB CLONINGER**

#### **GUHO CORP**

391 W. State St. Suite G | Eagle, ID 83616 CELL (208) 841-4712 <u>www.guhocorp.com</u>

From: Brian Crespin < <a href="mailto:BCrespin@achdidaho.org">BCrespin@achdidaho.org</a>>

Sent: Friday, December 4, 2020 1:59 PM

To: Rob Cloninger <Rob@guhocorp.com>; ricardo@guadrant.cc

Cc: Joshua Saak <<u>Jsaak@achdidaho.org</u>>; Regina Cunningham <<u>Rcunning@achdidaho.org</u>>; Bryant Hurt

<Bhurt@achdidaho.org>

Subject: RE: 8th and Bannock Pedestrian Push Buttons

Proceed with the pole and conduit installations as submitted. We also request to have the pushbuttons installed with the improvements as well at 8<sup>th</sup> and Bannock.

Brian Crespin

Signal Construction and Maintenance Coordinator

Ada County Highway District Email: <a href="mailto:Bcrespin@achdidaho.org">Bcrespin@achdidaho.org</a>

Office: 208-387-6287 Cell: 208-860-6653

Traffic Standards and Specifications:

http://www.achdidaho.org/Departments/Engineering/Traffic/trafficStandards.aspx



From: Rob Cloninger < Rob@guhocorp.com > Sent: Friday, December 4, 2020 5:58 AM

To: ricardo@quadrant.cc; Brian Crespin < <a href="mailto:BCrespin@achdidaho.org">BCrespin@achdidaho.org</a>>

Subject: RE: 8th and Bannock Pedestrian Push Buttons

# [THIS EMAIL ORIGINATED EXTERNALLY. PLEASE USE CAUTION WHEN OPENING ATTACHMENTS OR LINKS INSIDE THIS EMAIL.]

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

#### Brian.

Correct me if I'm wrong, but I believe the conduits are already there to get across the road in all directions.

The only work required to install the push buttons is behind the curb in the sidewalk already. It seems like the question

would be to install the conduits and footings as we did on State Street or leave it alone until ACHD decides to put in the push buttons. They would not need to dig up the road later as it sits right now.

From: ricardo@quadrant.cc < ricardo@quadrant.cc >

Sent: Thursday, December 3, 2020 4:38 PM

To: Brian Crespin <BCrespin@achdidaho.org>; Rob Cloninger <Rob@guhocorp.com>

Subject: 8th and Bannock Pedestrian Push Buttons

Hi Brian,

CCDC would like to install the conduit and pull boxes required for the installation of pedestrian push buttons at the intersection of 8<sup>th</sup> and Bannock Street. The pedestrian push buttons would not be installed as part of this project. We just want to get the underground infrastructure installed. This way ACHD would not need to trench the new street, if they want to install the pedestrian push buttons at a later date. Can you sketch on the attached pdf the conduit and pull boxes you would need for this?

Thank you,

#### Ricardo Zavala, PE

Quadrant Consulting, Inc. 1904 West Overland Road, Boise, Idaho 83705 Office (208)-342-0091, Mobile (208)-602-1729, Web www.quadrant.cc



#### **Karl Woods**

From: Brian McCarthy <BMcCarthy@achdidaho.org>
Sent: Wednesday, February 24, 2021 12:10 PM

To: Karl Woods

Cc:Cody Homan; Brian CrespinSubject:RE: 9th/Bannock - Bulbouts

Karl,

We would like to utilize the existing agreement that you have with Cody now for this segment. We can cover the increase in cost for this work. We already have it worked out internally so if that works for you then this is the best way to go.

Crespin – All of the signal stuff will be charged through Cody's DBIPs. Not to the Fed Aid project.

Brian

From: Karl Woods <kwoods@ccdcboise.com>
Sent: Wednesday, February 24, 2021 11:51 AM
To: Brian McCarthy <BMcCarthy@achdidaho.org>

Cc: 'Anthony Guho' <anthony@guhocorp.com>; Brian Crespin <BCrespin@achdidaho.org>

Subject: RE: 9th/Bannock - Bulbouts

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Brian -

Sounds great. Any information you can pass along on helping to fund the work? Or who is the appropriate contact for that?

Thanks -

#### Karl E. Woods LEED AP Senior Project Manager kwoods@ccdcboise.com





Cc: 'Anthony Guho'

Subject: RE: 9th/Bannock - Bulbouts

All,

Attached is a draft of the bulb out configuration.

#### Ricardo Zavala, PE

Quadrant Consulting, Inc.
Office (208)-342-0091, Mobile (208)-602-1729

From: Karl Woods < <a href="mailto:kwoods@ccdcboise.com">kwoods@ccdcboise.com</a>>
Sent: Tuesday, February 23, 2021 6:56 PM

**To:** Zach Piepmeyer <<u>zpiepmeyer@ccdcboise.com</u>>; Ricardo Zavala <<u>ricardo@quadrant.cc</u>>; Karen Gallagher <<u>KGallagher@cityofboise.org</u>>; Brian McCarthy <<u>BMcCarthy@achdidaho.org</u>>; Jeff Jones <<u>Jeff.Jones@sixmile.com</u>>;

tjohnson@cityofboise.org

Cc: Anthony Guho <anthony@guhocorp.com>

Subject: RE: 9th/Bannock - Bulbouts

#### Evening Zach –

Spoke to Anthony a moment ago. They're actively working on the streetscape adjacent 10 Barrel so if a bulb out is desired, we need that official direction and line work of the desired configuration ASAP. Our understanding was what we'd proposed was acceptable with the addition of push buttons.

#### Brian / Jeff -

We have our weekly construction meeting tomorrow at 2:00, can you please attend so we can get this resolved? We'll plan to start the meeting on that corner.

Thanks everyone & have a good evening –

#### Karl E. Woods LEED AP

Senior Project Manager kwoods@ccdcboise.com



208-384-4264 <u>WWW.CCDCBOISE.COM</u>





From: Zach Piepmeyer

Sent: Tuesday, February 23, 2021 5:10 PM

**From:** Brian McCarthy [mailto:BMcCarthy@achdidaho.org]

Sent: Wednesday, February 24, 2021 10:50 AM

To: Karl Woods; ricardo@quadrant.cc; Zach Piepmeyer; Karen-Gallagher; Jeff Jones; tjohnson@cityofboise.org

**Cc:** 'Anthony Guho'; Brian Crespin **Subject:** RE: 9th/Bannock - Bulbouts

Karl,

We will plan to meet at 2:00 this afternoon. Will have Jeff from Six Mile and Brian our signal inspector out there. Looks like the bulb out should work, one item we want to talk about though is possibly swapping out the pushbutton pole crossing 9<sup>th</sup> st with a Luminaire that can have the pushbutton mounted on it. Also want to make sure we get all the underground wiring in place.

Thanks everyone!

Brian

From: Karl Woods < <a href="mailto:kwoods@ccdcboise.com">kwoods@ccdcboise.com</a> Sent: Tuesday, February 23, 2021 8:13 PM

To: ricardo@quadrant.cc; Zach Piepmeyer <zpiepmeyer@ccdcboise.com>; Karen-Gallagher

<kgallagher@cityofboise.org>; Brian McCarthy <<u>BMcCarthy@achdidaho.org</u>>; Jeff Jones <<u>jeff.jones@sixmile.com</u>>;

tjohnson@cityofboise.org

Cc: 'Anthony Guho' <anthony@guhocorp.com>

Subject: RE: 9th/Bannock - Bulbouts

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Thanks, Ricardo!

Brian, please let me know if this is acceptable by ACHD.

#### Karl E. Woods LEED AP

Senior Project Manager kwoods@ccdcboise.com



121 N 9TH ST, SUITE 501 BOISE, ID 83702 208-384-4264 <u>WWW.CCDCBOISE.COM</u>





From: ricardo@quadrant.cc [mailto:ricardo@quadrant.cc]

Sent: Tuesday, February 23, 2021 8:04 PM

To: Karl Woods; Zach Piepmeyer; 'Karen Gallagher'; 'Brian McCarthy'; 'Jeff Jones'; tjohnson@cityofboise.org

**To:** Ricardo Zavala; Karl Woods; Karen Gallagher; Brian McCarthy; Jeff Jones; <u>tjohnson@cityofboise.org</u> **Subject:** 9th/Bannock - Bulbouts

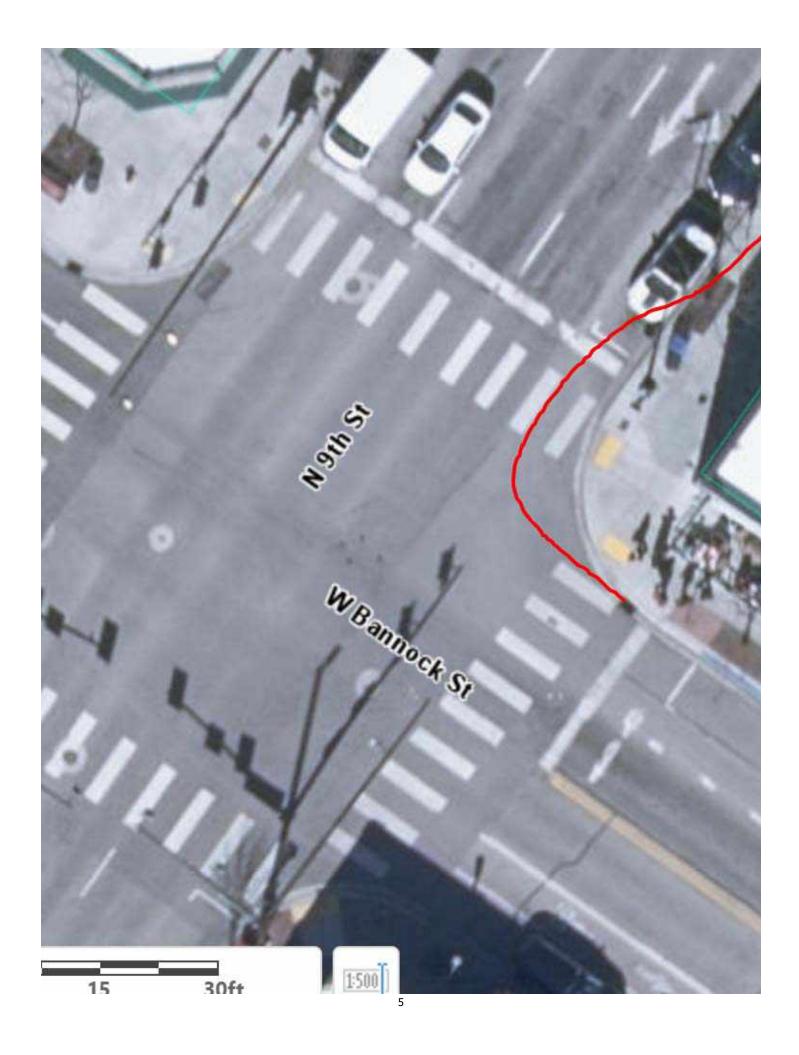
Ricardo/Karl,

Chatted briefly with Brian this afternoon and they are still working out details on the NW, SW, and SE corners at 9<sup>th</sup>/Bannock, but they are striving for bulbouts on these 3 corners. If a bulbout on the 10 Barrel (NE) corner is an option with the CCDC project and can physically work, I think the City as well as ACHD would like to go that route and it would be great if all 4 corners of the intersection could be somewhat consistent in design. I'm including a couple folks from the City and ACHD so they can tell me to shut up if I'm speaking incorrectly. If there is disagreement on this, please speak up soon. Ricardo is under the gun to get this corner designed so Guho can build it in the next few weeks.

The one caution on that NE corner is there is an ADA stall on Bannock which may not work very well with a bulbout extending into Bannock. Perhaps the ADA stall could be shifted to where the bike corral is now or the bulbout could be omitted from the Bannock side of that corner and the bulbout just extended into 9<sup>th</sup> Street (see image below).

Hope this doesn't throw a wrench into things but probably better to address now than later.

Thanks,





#### 9th and Bannock Bulb Out Minutes: Meeting #1

Meeting DateFeb 24, 2021Meeting Time2:00 PM - 3:00 PM Mountain Time (US & Canada)

Meeting Location On Site

Overview Coordinate with design team, CCDC, and ACHD

Notes

**Attachments** 

#### **Scheduled Attendees**

Name	Company	Phone Number	Email	Attendance
Karl Woods	Capital City Development Corp	(208) 384-4264	kwoods@ccdcboise.com	Present
Rob Cloninger	Guho Corp	(208) 939-8850	rob@guhocorp.com	Present
Anthony Guho	Guho Corp	(208) 939-8850 ext. 117	anthony@guhocorp.com	Present
Colton Newkirk	Guho Corp	(208) 939-8850	colton@guhocorp.com	Present
Kim Siegenthaler	Jensen Belts Associates	(208) 343-7175	kim@jensenbelts.com	Present
Ricardo Zavala	QUADRANT CONSULTING	(208) 342-0091	ricardo@quadrant.cc	Present

#### **Attendees**

-	1	•		
		Attendees		Open
	Official Docu	mented Meeting Minutes		
	• Guho (	Corp		
		Anthony Guho Rob Cloninger		
	0	Colton Newkirk		
	• CCDC			
	0	Karl Woods		
	• Quadra	ant		
	0	Ricardo Zavala		
	• Jenser	Belts		
	0	Kim Siegenthaler		
	• ACHD			
	0	Brian Crespin		

#### Zach Piepmeyer, P.E.

Project Manager – Capital Improvements



121 N 9TH ST, SUITE 501 BOISE, ID 83702

#### zpiepmeyer@ccdcboise.com

Main: 208-384-4264 Direct: 208-319-1204 Cell: 208-870-5301

WWW.CCDCBOISE.COM

- Brian McCarthy
- Bryant Hurt
- Six Mile Engineer (ACHD's Civil Eningeer)
  - Jeff Jones

#### Scope

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status		
2.1	1	Scope				Open		
	Official Documented Meeting Minutes							
	CCDC's project will cover paving Bannock Street from 9th to Capital							
	ACHD	has a future project that will bulb out the 1	10 barrel corner of 9th Street					
	<ul> <li>CCDC and ACHD have collaborated to bulb out the 9th street corner under the 2020 streetscape project to prevent tearing out new pavement</li> </ul>							
	<ul> <li>Quadra</li> </ul>	ant drafted preliminary plans of the bulb o	ut to reflect the work that ACHD had planed for a	future project				
	Guho t	to demo the existing corner						
	Guho will pour back the corner as a bulb out with 2 PED ramps							
	One 30 foot light pole will be added to light the intersection							
	An add	ditional DI will be added to the corner						
	Two P	ED push poles will be installed for the APS	S system on the corner					

#### **Schedule**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status	
3.1	1	Schedule				Open	
	Official Documented Meeting Minutes  • Guho is scheduled to start work ASAP at the 10 Barrel corner in order to keep the schedule on time						

#### **Open Discussion**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
4.1	1	Open Discussion				Open
	• Quadra	mented Meeting Minutes ant will finalize the design of the bulb out will need to approve final drawings before	e construction begins			

These meeting minutes are believed to be an accurate reflection of those items discussed and the conclusions that were reached during the referenced meeting.

Please contact Guho Corp if there are any discrepancies or questions with the content of these minutes.

Guho Corp Page 2 of 2 Printed On: Aug 2, 2021 02:20 PM MDT



#### **AGENDA BILL**

Agenda Subject:		Date:			
CCDC Office Lease Ex	August 9, 2021				
121 N 9 <sup>th</sup> Street, Suite	_				
Staff Contact:	Attachment:	•			
Joey Chen	Exhibit A: Office Lease Agre	ement – Sixth Addendum			
Action Requested:					
Approve Sixth Addendum to CCDC's Office Lease Agreement.					

#### **Fiscal Note:**

ADDENDUM 6			Current	0.0%	0.0%	2.5%	2.5%	2.5%
			FY21	FY22	FY23	FY24	FY25	FY26
Suite	Use	Sq Ft	\$20.00	\$20.00	\$20.00	\$20.50	\$21.01	\$21.54
500	CCDC Offices	1,839	\$ 36,328	\$ 36,780	\$ 36,780	\$ 37,700	\$ 38,637	\$ 39,612
501	CCDC Offices	5,659	\$ 111,768	\$ 113,180	\$ 113,180	\$ 116,010	\$ 118,896	\$ 121,895
502	CCDC Board Room	989	\$ 19,540	\$ 19,780	\$ 19,780	\$ 20,275	\$ 20,779	\$ 21,303
		8,487	\$ 167,636	\$ 169,740	\$ 169,740	\$ 173,984	\$ 178,312	\$ 182,810
		Monthly	\$13,970	\$14,145	\$14,145	\$14,499	\$14,859	\$15,234

#### Notes:

- TI Reimbursement = \$84,870
- 5th Floor Load Factor = 8%

According to local commercial real estate firm Thornton Oliver Keller's July 2021 Market Update the average Class A office rate is \$22.00 per square foot.

#### **Background:**

The Agency's current office lease expires at the end of this fiscal year, September 30, 2021. This Sixth Addendum would extend the lease five years through FY 2026 and the sunset of the Westside District. This Sixth Addendum also includes a \$10 per square foot allowance (equal to \$84,870) to be used as desired for such items as leasing fees, refreshing the suites, and/or rent.

The Agency used an RFP process in 2008 to select this fifth floor space in Plaza 121, located at 121 N 9<sup>th</sup> Street. Selection considerations included competitive price, ability to accommodate public Board of Commissioner meetings, meeting space for Agency staff and partners, location in an urban renewal district (Westside), proximity to the central city core, proximity to both the Agency's parking system operator and structured parking for convenient public access, efficient floor plan configured to Agency needs, expansion potential, and accommodation of Agency records storage needs. This location conveys a professional image to prospective developers and partners. The building itself is an excellent example of healthy mixed use / adaptive re-use, has a healthy tenant mix, stable ownership, good building maintenance, and uses the city's geothermal system.

#### **Suggested Motion:**

I move approval of Addendum 6 to CCDC's office lease of 121 N 9<sup>th</sup> Street.

Exhibit A

#### OFFICE LEASE AGREEMENT SIXTH ADDENDUM

August

This Sixth Addendum is made and entered into this \_\_\_\_\_ day of May 2021, by and between SECURITY, LLC, by Tomlinson & Associates, Inc. its agent, (hereinafter called "Landlord"), and Urban Renewal Agency of the City of Boise, the duly authorized urban renewal agency of the City of Boise, a public body corporate and politic, (hereinafter called "Tenant"). Landlord and Tenant are referred to collectively as the" Parties." The effective date of this Addendum shall be October 1, 2021.

This Sixth Addendum is made and entered into with regard to the following recited facts and circumstances, which are ratified and confirmed by the Parties:

WHEREAS, the Parties entered into a Lease dated April 25, 2008 ("Lease"), relating to certain premises located in the Plaza 121 Building at 121 N. 9<sup>th</sup> Street, Boise, Idaho, commonly referred to as suite 500, 501 and 502 as shown on Exhibit A attached hereto (the "Premises").

WHEREAS, between January 1, 2009 and August 14, 2018, the Parties executed five addenda to the Lease for the Premises;

WHEREAS, the Parties ratify and confirm the Lease, and all exhibits thereto and intend the provisions of this Sixth Addendum to be interpreted and construed in conjunction with the provisions of the Lease.

NOW, THEREFORE, in consideration of the recitals, terms, conditions and covenants set forth in this Sixth Addendum, the Parties covenant and agree that this Sixth Addendum is made and entered into to modify, add to, amend, or clarify the Lease as follows:

- 1. <u>PREMISES</u>: Suite 500 consisting of approximately 5,659 rentable square feet and Suite 501 consisting of approximately 1,839 rentable square feet and Suite 502 (Board Room) consisting of approximately 989 rentable square feet, together totaling approximately 8,487 rentable square feet.
- TERM: Sixty (60) Months commencing October 1, 2021 and expiring September 30, 2026.
- 3. OFFICE SPACE MINIMUM ANNUAL BASE RENT: Tenant's Minimum Annual Base Rent for Suite 500/501 shall be as follows:

```
Months 01 - 12: 10/01/21 - 09/30/22 = \$20.00/\text{rs}f = \$14,145.00/\text{mo}. Months 13 - 24: 10/01/22 - 09/30/23 = \$20.00/\text{rs}f = \$14,145.00/\text{mo}. Months 24 - 36: 10/01/23 - 09/30/24 = \$20.50/\text{rs}f = \$14,498.63/\text{mo}. Months 37 - 48: 10/01/24 - 09/30/25 = \$21.01/\text{rs}f = \$14,859.33/\text{mo}. Months 49 - 60: 10/01/25 - 09/30/26 = \$21.54/\text{rs}f = \$15,234.17/\text{mo}.
```

4. BASE YEAR: 2021

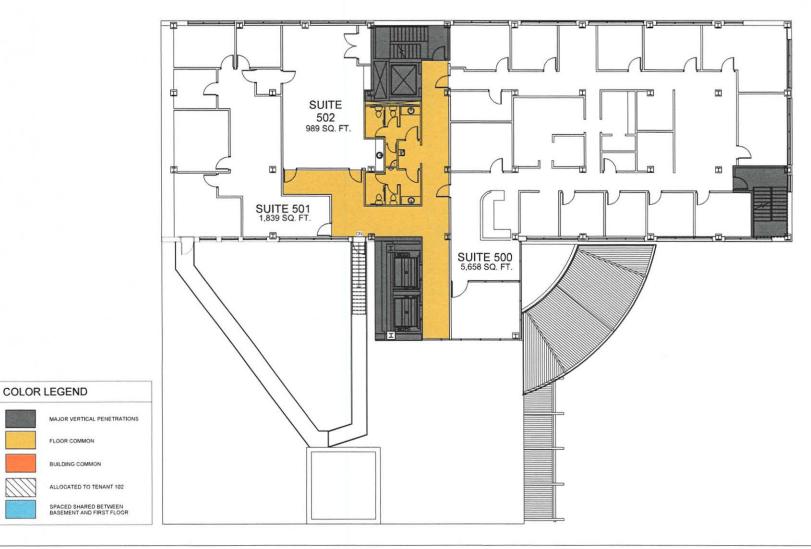
Urban Danawal Agency of

- 5. <u>DELIVERY OF PREMISES:</u> The Premises shall be delivered in "As-Is" condition. However, Landlord will provide Tenant with a Tenant Allowance of \$84,870.00 which Tenant may use for Tenant improvements, rent and leasing fees.
- 6. LEASE RENEWAL OPTIONS: Landlord grants to Tenant an option to extend the Term for one (1) additional renewal term of Five (5) years at a 3% increase over the final year of the term's rent, with 3% annual escalations commencing on the day following expiration of the preceding term, so long as this Lease is not in default at the time the option is exercised nor at the time the renewal term is to commence. Should Tenant elect to exercise such option, Tenant shall exercise such rights to extend by written notice received by Landlord a least one hundred and eighty (180) days prior to the scheduled expiration of the initial Term. Should tenant elect not to extend the Term, written notice of intent not to renew shall be received by Landlord at least one hundred and eighty (180) days prior to the scheduled expiration of the initial Term. The other terms and conditions of this Lease will remain the same during the renewal term.
- 7. <u>LEASE INTERPRETATION</u>: Except as expressly stated in this Sixth Addendum, all of the terms, conditions, covenants, provisions, obligations and duties of Landlord and Tenant, set forth in the original Lease dated April 25, 2008 shall remain the same as stated therein. Upon the execution of this Sixth Addendum, it shall supersede and replace the previous 5 addenda such that the agreements of the Parties hereafter shall be the original Lease and this Sixth Addendum. To the extent of a conflict in terms or language between the original Lease and the Sixth Addendum, the terms and language in the Sixth Addendum shall control.

The Parties have executed this document the date first above written at Boise, Idaho.

Sooneity IIC

The City of Boise	Security, ELC
BY:	BY:
John Brunelle	Melissa Bolton
Its: Executive Director	Its: Property Manager



SHEET TITLE

FIFTH FLOOR PLAN

PROJECT NAME:

#### PLAZA 121 BOMA CALCULATIONS

119 N. 9TH STREET BOISE, IDAHO 83702 OWNER:

#### SECURITY, LLC.

205 N. 10TH STREET #200 BOISE, IDAHO 83702



NORTH

COLE ARCHITECTS | 1008 W. MAIN STREET Boise, ID 83702 | (208) 345-1800



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# V. ACTION ITEMS



#### **AGENDA BILL**

Agenda Subject: Approval of the State Street Framework Plan		Date: August 9, 2021			
Staff Contact:  Matt Edmond  Attachments:  1. Resolution 1716  2. State Street Framework Plan					
Action Requested: Adopt Resolution 1716 approving the State Street Framework Plan.					

#### **Background:**

CCDC and the City of Boise, as well as other partner agencies, have been working to form a new urban renewal district along State Street in order to foster compact, mixed-use, mixed-income development along the corridor that is supportive of and supported by high-quality transit, in accordance with the vision set forth in previous State Street planning documents. The CCDC Board will consider Resolution 1717—approval of the Urban Renewal plan for the State Street District Urban Renewal Project (the "Plan")—at its August 9 meeting. The Plan references, but does not include as an attachment, the State Street Framework Plan (the "Framework"). Because the Framework is not included in the Plan, the CCDC Board will consider the Framework for approval separately as Resolution 1716.

#### State Street Framework Plan:

The goal of the Framework is to inform the Plan by providing a vision, plan, and strategic implementation strategy identifying necessary and desired public improvements to further the objectives of the Plan. The Framework promotes objectives of previously adopted community planning documents, studies and assessments, while advancing the priorities of the City's comprehensive Plan, Blueprint Boise, and its reference documents.

Work began on the Framework in May 2020 with Moore Iacofano Goltsman, Inc (MIG), the project's planning consultant. The consultant team, along with Agency staff, carried out a public process that included two virtual open house/online survey events, two online community forum sessions, virtual or in-person meetings with each of the six overlapping neighborhood associations, public agency stakeholder meetings, Agency Board meetings, and City Council public work sessions. Project information was publicly accessible at all times during the process via the project website, <a href="https://www.ccdcstatestreet.com">www.ccdcstatestreet.com</a>.

The improvements included in the Framework Plan are based on the five CCDC strategies— Economic Development, Infrastructure, Mobility, Place Making, and Special Projects—and were informed by public input, existing plans including the State Street Corridor Transit-Oriented Development (TOD) Plan, public agency capital plans, and input from partner agencies.

Board approval of the Framework is the final step in the approval process for this particular document, though the Framework (or portions thereof) may be submitted to the City for inclusion within the City's master plan and policies. The Plan, if approved by the Agency Board, will then go on to the Planning and Zoning Commission for consideration of the Plan's Conformity with Blueprint Boise, and to the City Council for its consideration for adoption.

The Framework will not proceed to the City Council for formal consideration, as it is not intended to function as a City regulatory document, but as in implementation guide.

#### **Next Steps:**

Next steps after approval of the Framework include publishing the final approved document on the Agency website and notifying the stakeholders that the document is approved and the project is complete.

#### Staff Recommendation:

Staff recommends adoption of Resolution 1716, adopting the State Street Framework Plan.

#### Suggested Motion:

I move to adopt Resolution 1716, approving the State Street Framework Plan.

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, RECOMMENDING AND ADOPTING THE STATE STREET FRAMEWORK PLAN; AUTHORIZING AND DIRECTING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR TO TAKE APPROPRIATE ACTION; PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended and supplemented (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 (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 Council adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and,

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project (annexation of the Old Boise Eastside Study Area and Several Minor Parcels) and Renamed River Myrtle-Old Boise Urban Renewal Project (the "River Myrtle-Old Boise Plan"), and following said public hearing, the City Council adopted its Ordinance No. 6362 on November 30, 2004, approving the River Myrtle-Old Boise Plan and making certain findings; and,

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the First Amendment to the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project and Renamed River Myrtle-Old Boise Urban Renewal Project (the "First Amendment to the River Myrtle-Old Boise Plan"), and following said public hearing, the City Council adopted its Ordinance No. 24-18 on July 24, 2018, approving the First Amendment to the River Myrtle-Old Boise Plan deannexing certain parcels from the existing revenue allocation area and making certain findings; and,

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

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan Westside Downtown Urban Renewal Project (the "First Amendment to the Westside Plan"), and following said public hearing, the City Council adopted its Ordinance 45-20 on December 1, 2020, annexing two (2) geographical areas adjacent and contiguous to the northern boundary of the Westside Project Area into the existing revenue allocation area and making certain findings; and,

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

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

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

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

WHEREAS, the River Myrtle-Old Boise Plan (as amended), the Westside Plan (as amended), the 30<sup>th</sup> Street Plan (as amended), the Shoreline District Plan, and the Gateway East District Plan and their project areas are collectively referred to as the "Existing Project Areas"; and,

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

WHEREAS, in 2018, the Agency authorized Leland Consulting Group to commence an eligibility study and preparation of an eligibility report of an area which is a generally linear corridor of parcels along State Street from Horseshoe Bend Road on the northwest to 27th Street on the east. The eligibility study area is commonly referred to as the State Street Study Area (the "Study Area"); and,

WHEREAS, the Agency obtained the State Street Study Area Urban Renewal Eligibility Report, dated May 2019 (the "Report"), which examined the Study Area, an area within the area of operation of the City, for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code §§ 50-2018(8), (9), and 50-2903(8); and.

WHEREAS, pursuant to Idaho Code §§ 50-2018(8), (9), and 50-2903(8), which define a deteriorating area and a deteriorated area, many of the conditions necessary to be present in such an area are found in the Study Area, *i.e.*,

- a. the presence of a substantial number of deteriorated or deteriorating structures;
- b. predominance of defective or inadequate street layout;
- c. faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- d. diversity of ownership;
- e. insanitary or unsafe conditions;
- f. deterioration of site and other improvements; and
- g. existence of conditions which endanger life or property by fire and other causes; and.

WHEREAS, under the Act, a deteriorated area includes any area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. See, Idaho Code § 50-2903(8)(c); and,

WHEREAS, the Study Area includes parcels that could be considered open land or open area; and,

WHEREAS, Idaho Code Sections 50-2018(9), 50-2903(8) and 50-2008(d) list the additional conditions applicable to open areas, including open land areas to be acquired by the Agency, which are the same or similar to the conditions set forth in the definitions of "deteriorating area" and "deteriorated area;" and,

WHEREAS, the Study Area is not "predominantly open," however, such additional conditions regarding open areas are present and are found in the Study Area; and,

WHEREAS, the effects of the listed conditions cited in the Report result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare in its present condition or use; and,

WHEREAS, the Agency Board, on May 13, 2019, adopted Resolution No. 1587 accepting the Report and authorized the Agency Chair to transmit the Report to the City Council requesting its consideration for designation of an urban renewal area and requesting the City Council to direct the Agency to prepare an urban renewal plan for the Study Area, which plan may include a revenue allocation area as allowed by the Act; and,

WHEREAS, the City Council, by Resolution No. RES-228-19, dated June 4, 2019, declared the Study Area described in the Report to be a deteriorated area or a deteriorating area, or a combination thereof, as defined by Chapters 20 and 29 of Title 50, Idaho Code, as amended, that such area is appropriate for one or more urban renewal projects and directed the Agency to commence preparation of one or more urban renewal plans for the area designated; and.

WHEREAS, under the Law and Act, Idaho Code §§ 50-2018(9) and 50-2903(8)(f), the definition of a deteriorated area or a deteriorating area shall not apply to any agricultural operation as defined in Idaho Code § 22-4502(2) absent the consent of the

agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years; and,

WHEREAS, the Study Area includes parcels subject to such consent; and,

WHEREAS, any necessary consent has been obtained; and,

WHEREAS, the Agency has embarked on an urban renewal project referred to as the Urban Renewal Plan for the State Street District Urban Renewal Project (the "State Street District Plan") to redevelop a portion of the City, pursuant to the Law and the Act, as amended; and.

WHEREAS, the State Street District Plan proposes to create an urban renewal area commonly known as the State Street District Project Area, which area is shown on the "Boundary Map of State Street District Urban Renewal Project Area and Revenue Allocation Area" and described in the "Legal Description of State Street District Urban Renewal Project Area and Revenue Allocation Area," which are attached to the State Street Urban Renewal District Plan as Attachments 1 and 2 respectively; and,

WHEREAS, in order to implement the provisions of the Act and the Law either the Agency may prepare a plan, or any person, public or private, may submit such plan to the Agency; and,

WHEREAS, the Agency has prepared the proposed State Street District Plan for the area previously designated as eligible for urban renewal planning; and,

WHEREAS, in conjunction with the preparation of the State Street District Plan, the Agency engaged several consultants to prepare a State Street Framework Plan which will guide future development, both private and public, in the proposed State Street District Project Area; and.

WHEREAS, Agency staff and its consultants prepared a proposed State Street Framework Plan to create a vision, plan, and strategic implementation strategy for the proposed State Street District Project Area; and,

WHEREAS, the Agency Board discussed the State Street Framework Plan at several Agency Board meetings in 2021, including at its Board meeting on August 9, 2021; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and the public to formally approve the State Street Framework Plan.

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.

<u>Section 2</u>. That the State Street Framework Plan, attached hereto as Exhibit A and incorporated herein as if set out in full, is hereby approved and adopted by the Agency Board, and that the Chair, Vice-Chair, or Executive Director is authorized and directed to take all action

to implement the State Street Framework Plan, including, but not limited to, requesting the City consider adopting the State Street Framework Plan as one of the City's land use policies.

<u>Section 3</u>. 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 August 9, 2021. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on August 9, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

	BY:	
ATTEST:		Ryan Woodings, Vice Chair
BY:Lauren McLean, Secretary	_	





# STATE STREET FRAMEWORK PLAN AUGUST 2021

# **ACKNOWLEDGEMENTS**

Special thanks and acknowledgement to the following departments, agencies, and stakeholders as well as the interest groups and residents who shared their time, energy, and ideas for the creation of the State Street Framework Plan.

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Arts & History

Housing and Community Development

Information Technology

Office of the Mayor

Parks and Recreation

Planning and Development Services

**Public Works** 

#### PARTNER AGENCIES

Ada County Highway District

City of Eagle

City of Garden City

Community Planning Association of Southwest

Idaho

Idaho State Historical Society

Idaho Transportation Department

Preservation Idaho

Valley Regional Transit

#### CONSULTANTS

J-U-B Engineers, Inc

MIG, Inc

Preservation Solutions, LLC

Quadrant Consulting, Inc

SB Friedman Development Advisors

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# 1 / Introduction

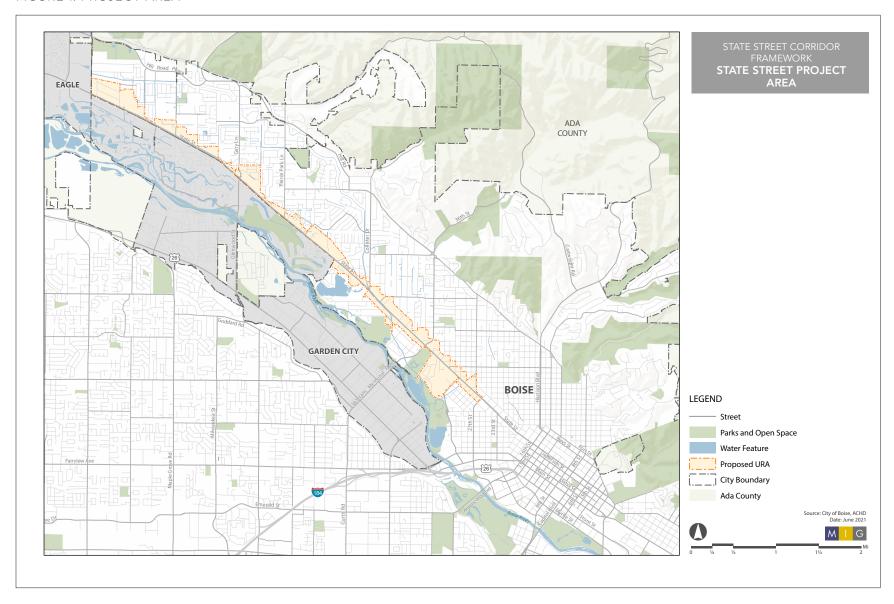
State Street is changing. New development, future high-capacity transit, and the strong desire of the Boise community to live in walkable neighborhoods with a mix of uses are all contributing to the next evolution for the corridor

As the regional center, Boise is also a hub for employment, education, and culture, making it an attractive location to live. However, it has also become more expensive, especially close to the city center. Providing affordable housing options close to transportation, parks and open spaces, services, and employment are all important elements for the future of State Street.

#### WHY THE STATE STREET DISTRICT?

State Street is a critical transportation link between communities north of the Boise River. many of which are growing rapidly.

#### FIGURE 1: PROJECT AREA





Traffic along State Street is growing, and the road cannot be widened enough to keep pace with the growth in predominantly single-occupant vehicle travel. The City of Boise's comprehensive plan, **Blueprint Boise**, sets forth a vision and goals for compact, mixed-use development along State Street throughout the District. Designated as one of three best-in-class routes in Boise's **Transportation Action Plan**, State Street is identified as a priority for transit improvements. The significant public infrastructure investments needed to accomplish Blueprint Boise's vision and goals makes establishment of an urban renewal district essential to promote equitable, efficient, and timely reinvestment along State Street.

#### LOCATION

The State Street District, illustrated on **Figure 1**, encompasses approximately 577 acres, within a linear span of just under six miles within the Boise City Limits along State Street. State Street/Highway 44 is one of the major transportation spines that connects Downtown Boise to west Ada and Canyon counties, and the only major east/west roadway north of the Boise River

#### FRAMEWORK PLAN ORGANIZATION

The State Street Framework Plan is organized into the following sections:

#### **SECTION 1: INTRODUCTION**

Introduction provides the Framework Plan organization and public engagement events and activities that were used to develop the Framework Plan project recommendations.

#### **SECTION 2: PROJECT NEED**

Project Need discusses the purpose of the District and the value an urban renewal district can provide.

#### **SECTION 3: EXISTING CONDITIONS**

Existing Conditions summarizes land use, relevance to existing plans, and consistency to those plans goals and policies. There are a number of past planning efforts that the Framework Plan builds upon, including identification of specific infrastructure, economic development, and public benefits identified through community input and technical analysis.

#### **SECTION 4: URBAN RENEWAL STRATEGIES**

Urban Renewal Strategies discusses the key strategies that CCDC and the City of Boise utilize to create vibrant, activated neighborhoods and districts that thrive throughout the City of Boise. These same strategies and tools will be utilized in the State Street District.

#### **SECTION 5: STATE STREET DISTRICT FRAMEWORK**

State Street District Framework includes projects and actions recommended through the public engagement process, market analysis, plan assessments, and vision for the corridor.

#### **SECTION 6: DESIGN GUIDELINES**

Design Guidelines and Recommendations provides general design and development guidelines for public infrastructure and adjacent development.

#### **SECTION 7: IMPLEMENTATION**

Implementation includes the key strategies and potential partnerships to implement the plan. This section also includes recommendations for streetscape design, parking, and access management, and building placement.

# Survey says...

#### WHAT DO YOU THINK OF STATE STREET?

49% It's okay but there are things I would change

40% I avoid it or think changes are needed now

10% I think it's fine just the way it is

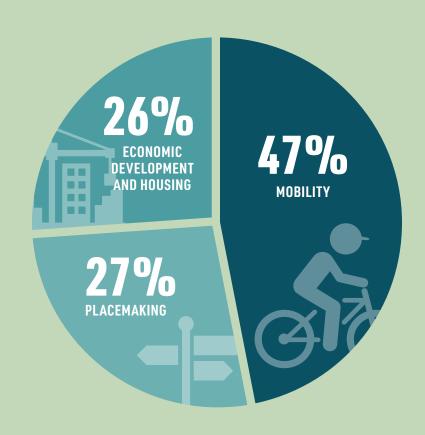
#### WHAT ARE THE BARRIERS AND ISSUES?

**82%** Unsafe walking, biking, or driving conditions

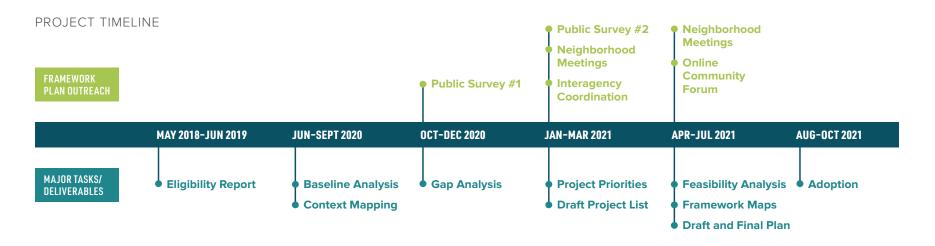
**76%** Heavy traffic

41% Limited or inconvenient transit services

#### WHAT INVESTMENTS DO YOU WANT TO SEE?







## PROJECT TIMELINE AND PUBLIC ENGAGEMENT

Establishing the proposed State Street District was a multi-step public process that relied on input and feedback from the general public, neighborhood associations and residents, commercial property owners and tenants, experts, consultants, and public agency partners.

COVID-19 has had a dramatic effect on the ability to gather in person. Nevertheless, public engagement activities throughout the Framework Plan development process remained robust and multifaceted. This included two online interactive mapping surveys in Fall 2020 and Spring 2021 where community members were asked for

feedback on areas of interest, existing barriers to safely getting around State Street, desired types of development, and potential projects that could be implemented. Mobility improvements to enhance State Street for those walking, biking, and driving emerged as a top priority from the public outreach process. CCDC staff have also met in person with neighborhood organizations, the Boise School District, Ada County Highway District, Valley Regional Transit, and the Idaho Transportation Department, among others, to gather input and recommendations. A series of virtual forums held in June 2021 provided input into recommended projects and prioritization.





# 02/Project Need

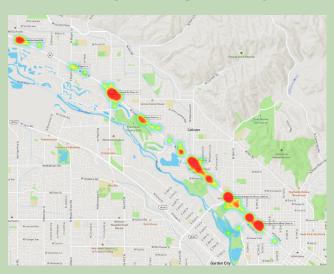
The Framework Plan *addresses public improvements* to provide an improved environment, eliminate unsafe conditions, and enhance mobility along the City's main transportation corridor.

Outlined as part of previous planning efforts for Boise, specific neighborhoods, and State Street itself, are goals, policies, and objectives for infill mixed-use development, affordable housing, and public improvements to make State Street an attractive multimodal corridor. The urban renewal district on State Street is necessary to deliver desired development outcomes with

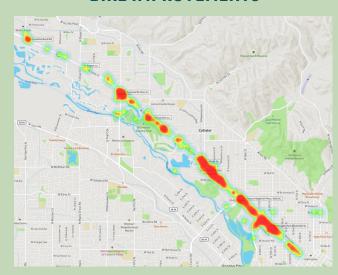
significant public benefit which the market would not otherwise deliver on its own. Existing plans identify key infrastructure needs including pathways and bike lanes, sidewalks, crosswalks, and utility improvements. Establishing the State Street District allows for re-investment of both public and private dollars to address needed improvements.

In the online surveys, Boise community members placed pins on the State Street Corridor to indicate where they'd like to see improvements...

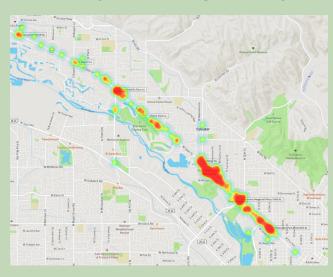
# TRANSIT IMPROVEMENTS



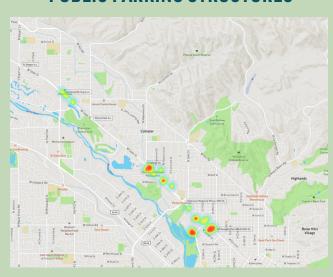
# **BIKE IMPROVEMENTS**



# **PEDESTRIAN IMPROVEMENTS**



# **PUBLIC PARKING STRUCTURES**







Pedestrian and bicycle infrastructure along State Street is incomplete and creates safety concerns for motorists, bicyclists, and pedestrians.

### **VALUE OF THE DISTRICT**

An urban renewal district can help address the following barriers:

- The mixed-use and nodal development identified for the corridor are often difficult to finance, an urban renewal district can reduce public-side development costs.
- As construction costs rise, developers generally need higher rents to compensate. The State Street District presents a strong opportunity to develop mixed-income and affordable housing to help meet housing needs.
- Mobility, streetscape, and other public improvements like pathways, public space, landscape buffers, and parks can lack dedicated funding from different agencies but can be

- implemented through urban renewal developer participation.
- Parking has a significant impact on the types
  of buildings that are physically and financially
  feasible. A State Street District can assist in the
  acquisition, construction, and management of
  parking facilities that support the desired level of
  development.
- Preserving and/or restoring historic and cultural assets as the amenities they are can be challenging for public agencies or nonprofits to accomplish. An urban renewal district can provide incentives the preservation and restoration of National Register listed and eligible sites within the District.
- Sites contaminated due to hazardous waste, or 'brownfields, need remediation which

may not be economically feasible for private development to address. The creation of the District can help fund cleanup or provide other development assistance.

In sum, the Framework Plan is a proposal for public improvements, to provide an improved environment in order to attract new retail, residential, institutional, and office developments, to eliminate unsafe conditions, to assist potential owners and developers to assemble appropriate development sites where necessary through acquisition, demolition and disposition activities, to enhance mobility along a key transit corridor, and to otherwise prevent the extension of blight and deterioration of the area.





# 03/Existing Conditions

The State Street District is an approximately *six-mile linear corridor* within the City of Boise along State

Street, extending from 27th Street on the east to

Horseshoe Bend Road on the west.

### **EXISTING LAND USES AND ZONING**

The District encompasses approximately 577 acres, comprised of 440 acres within 668 legal parcels and the remainder within road rights-of-way. The entire State Street District is located with the City of Boise City Limits and within Ada County, Idaho (see Figure 1 on page 2).

# **Existing Land Uses**

The Study Area includes a diverse mix of commercial, residential, and public or quasi-public land uses. This land use diversity is, in part, driven by the Study Area's evolving role in the regional economy — with rural and semi-rural homes and activities, more reflective of the area's historical preannexation days, now standing alongside

FIGURE 2: WEST STUDY AREA OBSERVED LAND USES

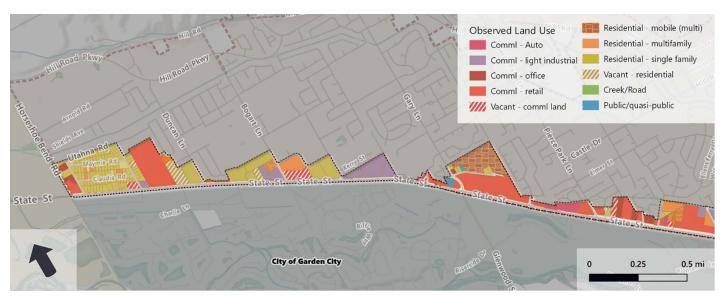
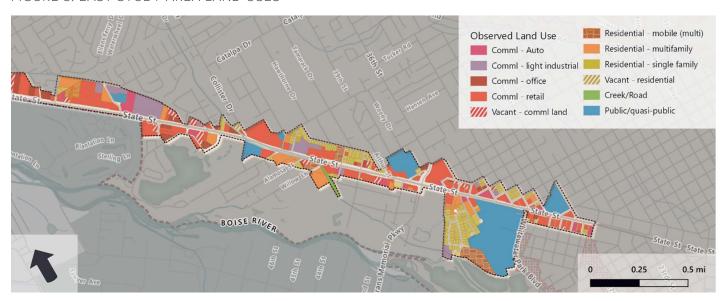


FIGURE 3: EAST STUDY AREA LAND USES



newly-constructed higher density residential and neighborhood-serving retail centers. **Figures 2 and 3** illustrate the existing land use pattern. **Table 1** describes existing land uses.

### **COMMERCIAL**

Almost half of the State Street District acreage is devoted to commercial uses, with retail uses comprising approximately half of occupied commercial land. Approximately 880,000 square feet of leasable building space is in shopping centers, restaurants, and other typical retail properties.

Other retail properties are more land-intensive businesses such as vehicle sales and service and garden/nursery centers. Non-retail commercial activity takes place in just over 150,000 square feet of office building space (including medical) and a similar quantity of light industrial/warehouse space. Approximately 17 acres across 33 parcels are zoned for commercial use but are currently undeveloped vacant land.

### RESIDENTIAL

There is a considerable variety of residential uses throughout the area, from agricultural homesteads and mobile home parks to medium density townhomes and rental apartments. The State Street District includes over 320 single-family homes and 230 manufactured homes located on six mobile home parks. Residential uses range in size and character from semi-rural, lower densities on the western half to smaller lots closer to downtown Boise to the east.

### **PUBLIC AND QUASI-PUBLIC**

The State Street District's largest single parcel, and the only parcel larger than 10 acres, is the 43.4-acre Idaho Transportation Department (ITD) headquarters property at 3311 West State Street. Excluding the non-parcelized transportation rights-of-way, the ITD lot comprises the majority of public and quasi-public acreage. Parcels owned and used by schools, churches, and fire stations together comprise almost 18 acres in total.

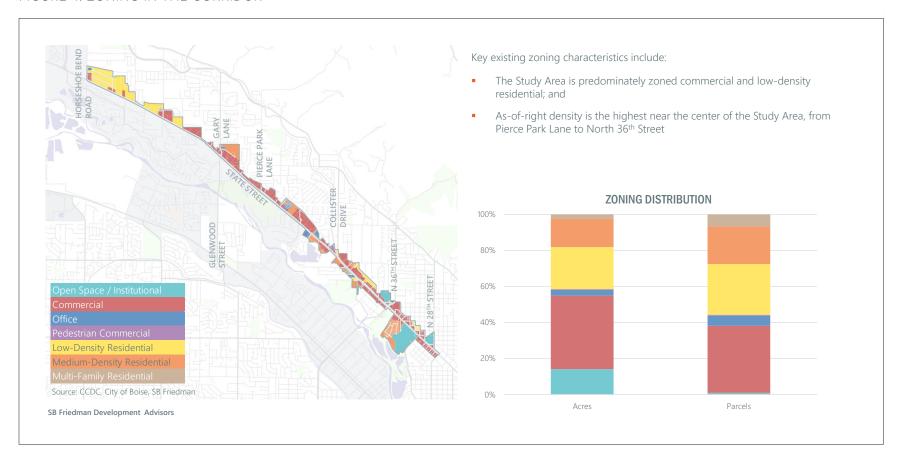
TABLE 1: OBSERVED STUDY AREA LAND USES

LAND USE	PARCELS	ACRES
Commercial Parcels - Total	184	177.6
Retail	98	81.5
Light Industrial (incl. self-storage)	12	27.6
Nursery/Landscape	10	31.8
Auto Sales/Service	26	19.3
Office	28	11.2
Medical/Dental/Clinic	6	2.9
Lodging	1	0.4
Daycare/Preschool	3	2.8
Residential Parcels - Total	404	163.9
Single Family	322	110.9
Mobile Home Park	6	26.0
Multifamily	50	18.8
Multifamily (under Construction)	23	3.8
Group/Nursing Homes	3	4.5
Public/Quasi-Public Parcels - Total	80	99.0
Idaho Transportation Department	1	43.4
Schools, Churches, Fire Stations	7	17.6
Creek/Road	1	1.2
Utility	6	1.8
Common Area / ROW / Parking	35	16.0
Vacant Land	30	19.0
TOTAL PARCELIZED LAND	668	440.5
RIGHTS-OF-WAY & OTHER NON-PARCELIZED LAND		136.6
TOTAL AREA		577.1

Source: State Street Study Area Urban Renewal Eligibility Study (2019); as updated by SB Friedman June 2021. \*Some uses, such as vacant commercial or residential land, were not able to be calculated in 2021 and were therefore excluded from the table.

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

FIGURE 4: ZONING IN THE CORRIDOR





Contemporary mixed-use development offers an attractive streetscape for all modes of travel and should be promoted by the zoning on State Street.

# Comprehensive Plan Designations and Zoning

Figure 4 illustrates current zoning within the State Street District, all within the City of Boise City Limits. Existing land uses, described in the previous section, are generally consistent with zoning designation. The corridor is generally zoned for commercial uses, particularly in the central core of the area, but there is also a significant amount of low-density residential zoning to the west between Bogart and Horseshoe Bend Road.

The City of Boise is currently revising its Zoning and Development Code, which could affect zoning within the State Street Corridor. Modifications to the Zoning and Development Code could include permitting additional types of housing within residential zones and modifying permitted uses in proximity to future high capacity transit stations along the corridor.

FIGURE 5: PROJECTIONS BY LAND USE



### **2020 MARKET ANALYSIS**

The State Street Urban Renewal District Market Assessment was completed in 2020 to identify the potential development capacity in the corridor, compared to other locations in the metropolitan area.

Boise, like many cities in the intermountain west has been performing well since the end of the great recession. The Urban Land Institute's 2021

Emerging Trends in Real Estate identifies Boise as the 19th metropolitan market in the country for real estate development out of 80 markets surveyed. This is based on the City's competitive cost of living, high quality of life, economic diversity, potential for strong growth, and relatively restrained nature of the current development cycle.

The market analysis completed for the project predicted the following growth needs in the State Street District by 2040, as shown in Figure 5.

- 1,100 new single family residential units
- 2,600 new multi-family residential units
- 50,000 square feet of new office space
- 362,000 square feet of new retail space
- 110-130 new hotel rooms
- 0 square feet of new industrial space

### Residential Growth

Boise has seen considerable residential growth, with a 24,000-household increase between 2000 and 2019. The largest share of out-of-state movers are individuals under 35 moving from the West Coast with growth continuing into the foreseeable future. Boise is projected to increase by 26,000 households between 2020 and 2040. The market analysis projects the 'capture area' around State Street will increase by 3,700 residential units by 2040.

### **MULTIFAMILY DEVELOPMENT**

Multifamily permits in Ada County have recently been exceeding pre-recession levels with the majority of new multifamily development occurring in Boise and Meridian. On average, 370 multifamily units have been built throughout Ada County each year between 2008 and 2019. Recent multifamily development in Boise commands the highest rents and continues to have relatively low vacancy. State Street and the surrounding area accounts for 20% of all Boise multifamily growth from 2010-2019. The market study showed an anticipated demand of 2,600 multifamily units in or near the State Street District.



Contemporary townhouse development.

### **HOME PRICES AND OWNERSHIP**

Home prices in Ada County for new, for-sale construction are also increasing on an annual basis. Ada County new construction home prices increased 6% annually on average since 2018. Boise itself had a higher-than-average increase in the median home price of all sales at 16%, and young adult homeownership is significantly below all other age cohorts.

Nearly 4,900 owner-occupied units were built in Boise between 2010 and 2017. The State Street District had approximately 400 units built over the same period, or 8.2% of the total new owneroccupied units. The northwest end of the State Street District had the most development within the State Street District.

The market analysis projects demand for 1,100 new owner-occupied single-family units, all of which are assumed to be developed outside the transit oriented (TOD) development nodes evaluated in the **State Street Transit Oriented Development**Implementation Plan (2019). That plan evaluated future development or redevelopment possibilities for TOD nodes to be located at Whitewater, Collister, Glenwood, and Horseshoe Bend.









### photos (clockwise from top left)

Strong regional demand for hotels could allow for some hospitality growth along State Street.

Considerations should be made to reduce the prevalence of large surface lots and shift towards parking structures which can accomodate more spaces while using less land.

An example of a public plaza between developments.

Mixed-use building under construction.

### Office Growth

Boise's annual average office employment growth is forecasted to nearly double by 2040. COMPASS, the region's metropolitan planning organization, projects office employment in Boise will grow by approximately 22,800 jobs between 2017 and 2040, or nearly 1,000 employees on average annually. Historically, the State Street District saw an average increase of only 40 office employees annually and expectations for office growth are generally low compared to other locations. On average, between 2008 and 2019, Meridian and Downtown Boise saw annual deliveries of 148,000 square feet and 76,000 square feet of new office space, respectively. Meridian and Downtown Boise have captured the greatest share of office deliveries, capturing 95% of the regional deliveries from 2018-2019 and 72% of the total deliveries since 2008. New office construction is low for other parts of the region. The market analysis estimates new office space demand in the State Street District to be approximately 50,000 square feet by 2040, all of which is assumed to be constructed near one of the future development nodes associated with high-capacity transit.

### Retail

Retail centers intersecting the State Street District are generally smaller than comparable regional centers. The State Street District currently includes approximately 4% of the total retail inventory, or 1.0 million square feet. Overall, occupancy rates are relatively high for both Ada County and the State Street District, both of which are at 98%. However, the State Street District has captured a decreasing



Mixed-use development with active public open space and seating.

share of the overall retail deliveries since 2010.

Despite having 4% of the overall retail product, the

State Street District has only captured 2% of the
newer retail square footage. There are three primary
retail clusters within the State Street District:

- Horseshoe Bend Neighborhood Center
- Northgate Community Center
- Veterans Memorial Neighborhood Center

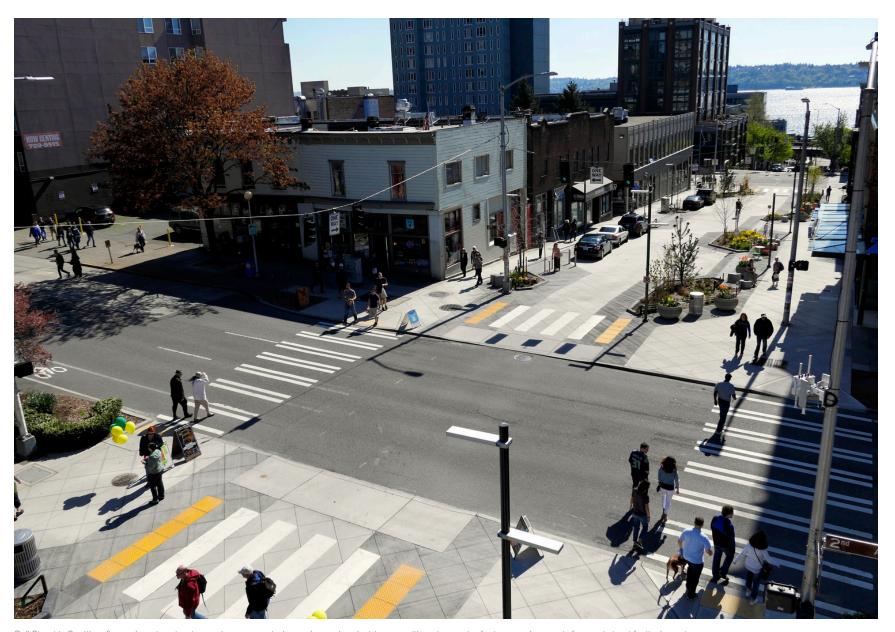
Retail and population growth have occurred at similar rates since 2010. Based on the projected household increase in or near the State Street District, there is a projected demand for an additional 362,000 square feet of retail.

### Hospitality

Boise's annual hotel occupancy is projected to remain at 70%, creating strong regional hotel demand. Recent hotel development has been concentrated in Downtown Boise & near the airport and retail clusters. Ada County has approximately 5,700 hotel rooms. There are no hotels currently in the State Street District. Hotel development typically occurs near existing office and retail clusters and the Interstate; it is also tied to population and tourism growth. There is some potential for modest hospitality growth in the State Street District, approximately 110-130 rooms.

### Industrial

Approximately 6.2 million square feet of industrial space has been built in Ada County since 2000. New industrial development has been concentrated southeast of the Boise Airport along I-84 or Eagle Road in Meridian. It is unlikely that future industrial development will occur in the State Street District, particularly as future land uses transition to more residential and mixed-use development.



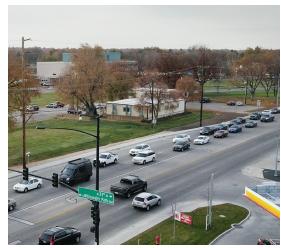
Bell Street in Seattle, after undergoing streetscape improvements, has enhanced pedestrian amenities, stormwater features and supports frequent street festival events.



Off-street shared pathway.

### **EXISTING TRANSPORTATION SYSTEMS**

State Street is a major east/west connection serving a number of communities in the Treasure Valley, but it is also a barrier that limits north/south connectivity for pedestrians and cyclists. **Figures 6 and 7** illustrate the transit, bicycle, and pedestrian routes in the vicinity of the corridor. There are a limited number of signalized crossings, with signalized intersection spacing up to one mile apart in some locations. The lack of signalized intersections, the width of the roadway (five lane corridor plus right turning lanes and dual left turn lanes in some locations) and posted speeds between 35 and 55 mph make it challenging to cross as a pedestrian



Frequent curb cuts are a safety concern as they increase potential conflicts between motorists, bicyclists, and pedestrians.

or cyclist. Additionally, sidewalks and bike lanes are intermittent along the corridor, making it difficult to navigate the corridor safely if not in a vehicle.

Changes to State Street are already happening. A number of planned improvements identified in the **Transit and Traffic Operations Plan (TTOP) (2011)** are in design, under construction or completed. Those infrastructure changes also accommodate the transit investments that are planned for the corridor, including bus rapid transit (BRT), which would bring the first premium transit system to the Boise metropolitan area.



Existing section of State Street without bicycle or pedestrian facilities.

Since the TTOP was adopted over a decade ago, transportation network companies such as Lyft and Uber, along with bike share companies and electric scooters have started reshaping how people get around the corridor. On-demand vehicles, bike share, and scooters have become the norm in urban areas and are increasingly found in suburban locations. As the State Street District develops, accessibility for a number of modes of travel will be critical in supporting how people get to transit and navigate a mixed-use activity area. Section 5: State Street District Framework, illustrates projects that will improve conditions for non-auto modes of travel.

FIGURE 6: TRANSIT NETWORK

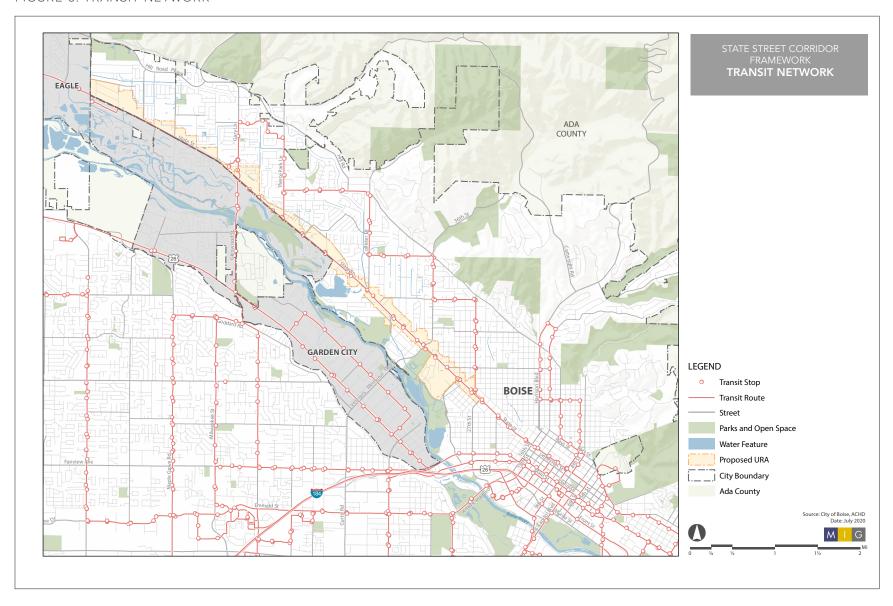
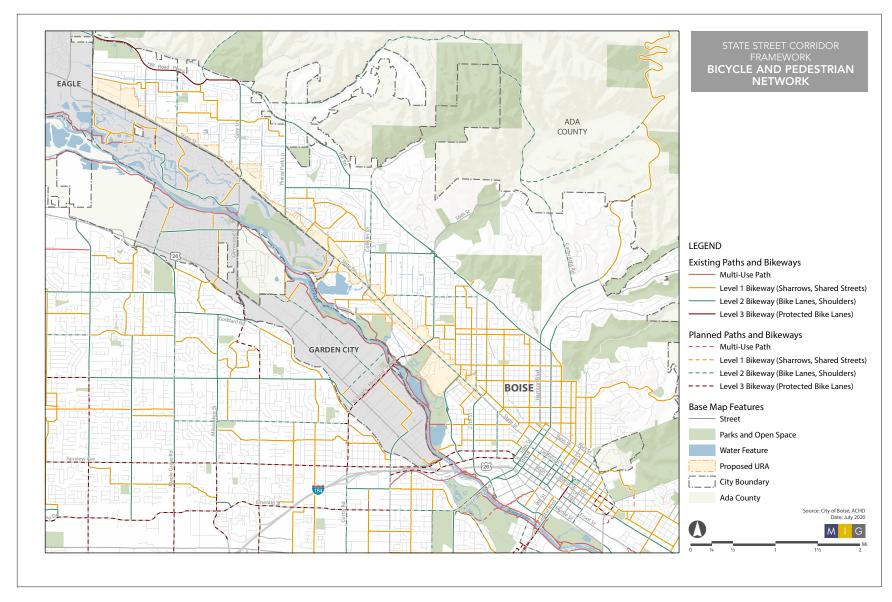


FIGURE 7: BICYCLE AND PEDESTRIAN NETWORK



## MASTER PLANS AND POLICIES RELATED TO THE FRAMEWORK PLAN

State Street is a defining part of Boise and there are many plans, studies and policies that shape its future. Evaluating these plans in relation to future investments in the State Street District provides context for why, in part, projects have been selected, and how the Framework Plan will shape future direction of State Street. It is also important to understand any gaps to be addressed. Twenty plans were reviewed and evaluated.

### **Guiding Documents**

- 1. Blueprint Boise (2011) (citywide)
- **2.** Boise Transportation Action Plan (2015) (citywide)
- **3.** Communities in Motion 2040 2.0 (2018) (countywide)
- 4. Ada County Highway District 2021-2025 Integrated Work Plan (2020) (countywide)
- **5.** Ada County Highway District Roadway to Bikeways Plan 2018 Addendum (2018)

### **State Street Plans**

- **6.** State Street Corridor Transit Oriented Development Policy Guidelines (2008) (regional)
- 7. Boise Downtown Circulator Alternatives Analysis (2017) (citywide)
- **8.** HOV/Park-and-Ride Study Findings and Recommendations (2011) (regional)
- 9. State Street Transit and Traffic Operational Plan (2011) (countywide)
- **10.** State Street TTOP Programming and Finance Plan (2012) (countywide)



Downtown Boise and state capitol building.

- 11. State Street Corridor Transit Oriented Development Plan (2019) (citywide)
- 12. Cultural Resource Survey Report: State Street Urban Renewal District (2021)

### Neighborhood Plans (adjacent to study area)

- 13. 30th Street Area Master Plan (2012)
- 14. Collister Neighborhood Plan (2007)

- 15. Northwest Boise Neighborhood Plan (2020)
- 16. Veteran's Park Neighborhood Policy Guide (1999)
- 17. Whitewater and VMP Neighborhood Bicycle and Pedestrian Plan (2019)
- **18.** North Boise Neighborhood Bicycle and Pedestrian Plan (2016)
- 19. Northwest Boise Neighborhood Walking and Biking Plan (2015)

### City of Boise Plans

**20.** Boise City 2021 Housing Needs Analysis (Draft 2021)

### Relevant Plans and Policies

1. **BLUEPRINT BOISE (2011):** This document serves as Boise's city-wide long-range comprehensive plan. Along State Street, there are three designated Community Centers that include the intersections of Gary, Collister, and Whitewater Park. These are characterized as destinations that include grocery store anchors, moderate to high-density housing, office and service uses, and mixed-use development. Outside of these centers, the majority of land use is designated as mixed-use, with a compact residential and high density residential designation closer to Downtown. Along mixed-use areas, street design includes transit centers, wider sidewalks, and a bike lane network. State Street is within three planning areas, with relevant policies that follow: Downtown, North/East End. and Northwest.

### **General Policies**

- Use street typologies in the ACHD Transportation Land Use Integration Plan to guide how streets relate to adjacent land uses and how specific streets are intended to provide a high degree of mobility. (CC2.2a)
- Consider all travel modes in the design of streets. While vehicular traffic flow should be carefully considered, reasonable reduction in vehicular traffic capacities and level of service should be allowed at intersections and crossings

- with high pedestrian and bicycle activity to safely accommodate their crossing. (CC2.2b)
- State Street shall be the major east-west mobility corridor for heavy traffic volumes. (FH-C 2.5)

### North/East End Planning Policies

- Six mixed-use activity centers have been designated to serve the North/East End to promote the availability of local services within walking distance of residential neighborhoods. (Sections related to State Street include State Street and 30th Street; and State Street and 18th Street.) (NE-CCN 2.1)
- Encourage a compact, transit-supportive pattern of development and redevelopment, and mix of uses along the State Street Corridor as outlined in the State Street Corridor Transit Oriented Development Policy Guidelines. (NE-CCN 2.5)
- Implement the State Street Transit and Traffic Operational Plan (TTOP) to achieve the land use, roadway and transit vision for the State Street Corridor. (NE-CCN 2.6)
- Require sidewalks to be separated from roadway for the safety and comfort of pedestrians in conformance with the Transportation Land Use Integration Plan and to preserve the historic character of the neighborhoods. (NE-C 3.3)

### **Northwest Planning Policies**

 Encourage mixed-use transit supportive densities in and around the intersections of activity centers located at:



Active downtown street with outdoor dining.

- Glenwood and State Street
- o 36th and Hill Road
- Collister and State Street (NW-CCN 1.1)
- Designate areas along State Street as Transit-Oriented Development nodes consistent with the regional Long-Range Transportation Plan and the State Street Corridor Study. (NW-CCN 1.2a)
- Encourage pedestrian-oriented mixed use development along State Street where sufficient infrastructure exists or is planned. (NW-CCN 1.2b)
- Encourage the rehabilitation of existing strip centers through façade and landscape enhancement. Façade and landscape enhancements were used to revamp this strip center on State Street. (NW-CCN 1.2c)
- Support the assemblage of smaller parcels to accommodate larger redevelopment opportunities where feasible. (NW-CCD1.2d)
- Encourage a range of economic development opportunities from small scale retail to office uses that will complement existing services available on State Street. (NW-CCN 1.2e)
- Promote safe and efficient pedestrian circulation throughout the Northwest with particular emphasis on bike/pedestrian facilities connecting surrounding areas to State Street. (NW-C 1.2)
- Integrate current and future transit service into the layout of new development along major corridors and near activity centers. (NW-C 2.1)
- Integrate mass transit facilities with the opportunity for future expansion into the activity center at State Street and Glenwood Street. (NW-C 2.2)



Multi-family residential over groundfloor commercial uses.

- Limit direct lot access for new development without encouraging increased traffic on side streets. (NW-C 3.2)
- 2. TRANSPORTATION ACTION PLAN (2015): The Boise Transportation Action Plan (TAP) establishes a vision and goals for transportation, with a set of actions (or "moves") that describe transportation improvement strategies and projects.
- Move 1: Safety for All. Focus improvements in areas with high pedestrian and bicycle injuries, including lane width reduction, access management and traffic calming strategies such as low-speed zones and road diets.
- Move 2: Walk and Bike to the Store. The intersections of Gary, Collister, and Whitewater

- Park are focus areas for adding pedestrian improvements within ¼ mile of activity centers.
- Move 3: All Ages Bike Network. Provide
  protected bike lanes, reduction of conflict points,
  and dedicated bike signals on arterials. Provide
  protected bike lanes, bike lanes on the left side
  of one-way streets, and bike parking corrals at
  most corners on commercial corridors.
- Move 4: Active Routes to School. Improve crossings, close gaps in sidewalks, and restrict right-turns on red lights when pedestrians are present within a 1/2-mile radius of a school.
- Move 5: Park Once. Create active streets and a pedestrian friendly environment near West End and in Downtown Boise.

- Move 6: Three Best-in-Class Transit Routes.
   Create enhanced transit stops and safe infrastructure along State Street #9.
- 3. COMMUNITIES IN MOTION 2040 2.0 (2018): Developed in 2014 (with 2018 updates), the Communities in Motion 2040 is the regional long-range transportation plan for Ada and Canyon Counties. The plan outlines future growth needs with a focus on linking land use and transportation. There are several priority projects listed in the plan, and State Street is the second priority of this list.
- Enhance the transportation system to improve accessibility and connectivity to jobs, schools, and services; allow the efficient movement of people and goods; and ensure the reliability of travel by all modes considering social, economic, and environmental elements. (1.1)
- Improve safety and security for all transportation modes and users. (1.2)
- Develop a transportation system with high connectivity that preserves capacity of the regional system and encourages walk and bike trips. (1.4)
- Encourage infill development and more compact growth near community-identified activity centers. (2.3)
- Strive for more walkable, bikeable, and livable communities with a strong sense of place and clear community identity and boundaries. (2.4)



Bus rapid transit (BRT) station in Tulsa.

- 4. ACHD 2021-2025 DRAFT INTEGRATED FIVE-YEAR WORK PLAN (2020): The 2021-2025 Integrated Five-Year Work Program (IFYWP) sets forth the strategies, projects, and priorities which the Ada County Highway District (ACHD) will pursue over the next five years.
- Widen State St to 7 lanes with curb, gutter, sidewalk, bike lanes and HOV/transit lanes from Collister Dr to 36th St.
- Widen intersection of State St and Glenwood including median U-turns and improved bike and pedestrian crossings.
- Widen intersection of State St and Pierce Park Ln to 4 lanes (Pierce Park) and 7 lanes (State St),

- including sidewalk and buffered bike lane to the north, pathway to the south, median and bus pullouts.
- Install wayfinding and bikeway signage on northsouth planned bike lanes.
- 5. ADA COUNTY HIGHWAY DISTRICT ROADWAY TO BIKEWAYS PLAN 2018 ADDENDUM (2018): The addendum modernizes the 2009 plan by incorporating recent neighborhood-level bicycle and pedestrian plans as well as policy documents that affect bicycle planning and design in Ada County.
- Implement the Planned Bicycle Network to support bicycling as a viable transportation

- option for Ada County residents with a wide range of ages and abilities (Objective #1).
- Maintain bicycle routes in a state of good repair in order to ensure they are consistently available for use (Objective #2)
- · Prioritize projects based on their ability to support network build-out, connectivity, proximity to schools, distance to civic facilities/transit/ commercial destinations, and demographics served (pages 17-20)
- · Construct a Level 2 bike lane including shoulders and buffering along State Street starting at Glenwood St and extending southeast towards downtown Boise (Figure 4)
- 6. STATE STREET CORRIDOR TRANSIT ORIENTED **DEVELOPMENT POLICY GUIDELINES (2008): The** guidelines are intended to support local jurisdictions and neighborhoods along the State Street Corridor to plan and prepare for development and to support efficient transit with high ridership. The guidelines include recommendations for this site-specific (node/ nodal) development as well as corridor-wide guidance. The following lists relevant policy auidelines.
- · Incorporate natural water features such as the Boise River and the canal system in design and orientation. (3.3.2)
- Develop a Place Making Code to reflect the character of each node. (3.3.5)
- Objective Prioritize pedestrian travel and provide quality pedestrian connections. (3.4.1)



Off-street separated bike path and bike rental kiosk.

- Locate pedestrian-oriented uses at the ground level. (3.4.4)
- Incorporate all-season design and pedestrian amenities. (3.4.5)
- Provide appropriate level of bicycle facilities. (3.4.6)
- Place parking in appropriate locations. (3.5.1)
- Develop parking forms complementing the pedestrian nature of the area, providing safe pedestrian access to the transit station. (3.5.2)
- Integrate design for transit circulation and drop off zones. (3.5.3)
- Require structured parking where feasible that is integrated or wrapped with other uses within the node. (3.5.6)

- Incorporate design features to accommodate effective and safe vehicular and transit operations. (3.6.2)
- 7. BOISE DOWNTOWN CIRCULATOR ALTERNATIVES **ANALYSIS (DRAFT 2017):** The draft report analyzes potential routes for a downtown circulator (streetcar, trolley, or bus) and selects a preferred alternative. The report includes 7 goals that each alternative was evaluated against. Below are the relevant goals from the report. The preferred alternative recommended in the draft plan does not include any routes or alignment segments on State Street.

- Goal 1 Connect activity centers in and around downtown Boise.
- Goal 2 Connect regional transit to downtown Boise.
- Goal 3 Maximize use of transit for downtown circulation.
- 8. HOV/PARK-AND-RIDE STUDY FINDINGS AND RECOMMENDATIONS (2011): In 2011, the Community Planning Association of Southwest Idaho conducted a study to research how a high occupancy vehicle (HOV) transportation system would improve mobility in the Treasure Valley. The study identifies criteria for evaluating HOV options, when HOVs would be appropriate additions to a transportation system, and includes recommendations regarding further work and analysis on HOV or park-and-ride systems. No specific goals or policies related the construction of an HOV system on State Street are listed in the study as under current Idaho law, implementing an HOV facility in the Treasure Valley is not permitted.
- 9. STATE STREET TRANSIT AND TRAFFIC OPERATIONAL PLAN (2011): The integrated transportation and land use plan identifies near-, medium-, and long-term improvements for implementing the roadway, transit, and land use vision for the State Street corridor. The improvements are aimed at evolving State Street into an integrated multimodal corridor, focused on moving people with auto, transit, bicycle, and walking opportunities.

- Goal 1: Move people rapidly along State Street utilizing an appropriate high capacity transit system to and from the future Downtown Boise Multimodal Center and communities to the west.
- Goal 2: Support local growth objectives and link activity centers along corridor.
- Goal 3: Utilize existing plans for transit growth and support future transit expansion.
- Goal 4: Engage the community and identify champions for land use and a complete street concept along the State Street corridor.
- Goal 5: Create an implementation and financial plan for furthering transit and land use growth.
- Near-term improvements (page 54):
  - Enhancements to pedestrian facilities between Glenwood Street and Veterans Memorial Parkway and automobile facilities without widening the street.
  - Increase frequency of transit services, bus stop improvements, bus bay location plan, and transit signal priority.
  - Construct Park & Ride lots to support transit expansion.
- Medium-term improvements (page 56):
  - Intersection enhancements and widening for HOV lanes, addition of bike lanes.
  - Expanding service to serve Eagle and adding queue jump lanes and bus bays.
  - Continue TOD site development and Park & Ride expansions.



Structured parking can be an integral component of walkable mixed-use development.

- Long-term improvements (page 60):
  - Widen State Street between Eagle Road and Glenwood Street for HOV and additional intersection improvements.
  - o Expand and improve quality of transit service.
  - O Continue to increase TOD along the corridor.

### 10. STATE STREET TTOP PROGRAMMING AND FINANCE

PLAN (2012): The State Street Programming and Finance Plan establishes the order and recommended funding mechanisms for implementing the State Street Transit and Traffic Operational Plan projects. The plan does not include any goals or policies for the design or use of State Street, rather it focuses on identifying projects that still need funding and potential funding sources. The plan is intended to be a resource and assist sponsor agencies in seeking and securing proper funding to implement individual projects.

# 11. STATE STREET CORRIDOR TRANSIT ORIENTED DEVELOPMENT PLAN (2019): The plan seeks to guide development on and adjacent to State Street with a cohesive vision to provide a mix of uses, design streets at a human scale, create active public spaces, showcase nature and neighborhood, and encourage sustainability and functionality.

- Increase bus rapid transit (BRT) service thought dedicated ROW busway alignment, off-board fare collection, intersection treatments, and platform level boarding (page 26)
- · Make pedestrian and bike friendly by using 11-



Concept of the Glenwood node with additional infill development along the street.

foot travel lanes, reducing the speed to 35 mph, incorporate BRT station platform design at all stations, combine sidewalk and bicycle lane into a single pathway separated by a planting strip (page 39)

- Include entry gateways and wayfinding signage in new development projects to encourage sense of arrival (page 43)
- Develop common branding and identity elements to enhance the corridor and adjacent neighborhoods (page 43)
- Screen parking areas from view by using buildings or landscaping (page 44)
- Revise parking standards and requirements for transit stations (page 45)

- Improve street and building orientation by creating pedestrian-scaled development (page 47)
- Essential streetscape elements include shorter block lengths and frequent intersections, detached sidewalks, landscaping, improved signage, and lighting. (page 48)
- Include stormwater treatment and street trees in streetscape design (page 49)
- Integrate public spaces and station area designs (page 60)

# 12. CULTURAL RESOURCE SURVEY REPORT: STATE STREET URBAN RENEWAL DISTRICT (2021): This

report identifies historic properties along the corridor that are listed or potentially eligible

for listing on the National Register of Historic Places, recommends opportunities for historic preservation and place making with future redevelopment.

- 13. 30TH STREET AREA MASTER PLAN (2012): The plan creates a vision and long-term development plan for the 30th Street planning area and includes a design concept for the 30th Street extension. While the plan mainly focuses on the 30th Street extension, it includes several goals and policies related to State Street:
- Increase number of nodes providing neighborhood services (page 47)
- Increase landscaping and other streetscape features within the planning area (page 70)
- Provide more bicycle and pedestrian pathways and connections (page 86, 111)

### 14. COLLISTER NEIGHBORHOOD PLAN (2007):

Encompassing an area immediately to the north of State Street, the Collister Neighborhood Plan summarizes the neighborhood's vision for long-term livability and sustainability. The plan identifies goals, objectives, and policies intended to foster growth while preserving and enhancing the existing neighborhood character. The following lists relevant objectives and policies:

- Reconstruction and redevelopment of the intersection at 36th Street and State Street should reflect the proposed Veterans Park transit node planning and design. (6.2.1.g)
- Widening or improvements at the intersection of Collister Drive and State Street should be done in conjunction with planning and design for a



This BRT station art enhances the station design, while maintaining transparency for safety and reinforcing the district's identity (photo by Pivot Architecture)

proposed Collister Station Transit Node, and should provide at least a right turn lane for westbound traffic on State and should avoid covering the Farmers Union Canal. (6.2.2.g)

- Designate a primary bike lane on Pierce Park Lane providing connectivity to State Street. (6.2.3.g)
- Redevelopment of traffic corridors should provide pedestrian and bicycle access to schools, parks, library facilities, employment, bus stops and public transit, recreation, and commercial facilities in or near the Collister neighborhood. (6.5.2)
- Connectivity for bicycle transportation within and through the Collister Neighborhood should be encourage and the following routes should

be considered for designated bike lanes: 36th Street from State Street to Cartwright Road; Collister Drive from State Street to trailhead on North Collister; and Pierce Park Lane from State Street to Cartwright Road. (6.5.5)

- Develop a mixed-use trail from the intersection of State Street and Collister Drive to Sand Creek. (6.7)
- Improve Collister Neighborhood transit facilities, providing easy to use alternative transportation options. (6.6.3)
- Support transit policies of the State Street Transit Corridor Plan. (6.6.4)
- Support node and transit-oriented development

- at intersections of State Street and Collister Drive and State Street and Veterans Memorial Parkway. (6.7.1)
- Encourage the development of mini nodes that provide pedestrian oriented neighborhood shopping and services on State Street, particularly the intersection with Bloom Street. (6.7.2)
- New construction or redevelopment at entrances to Collister Neighborhood should emphasize historical connections and significance. (7.3.2)
- Provide bike route signage to commercial centers on State Street. (9.1.4)
- Identify and implement routes for foot and bicycle traffic. (9.1)
- Improve bus services to and along commercial areas from the Collister Neighborhood. (9.2)

### 15. NORTHWEST BOISE NEIGHBORHOOD PLAN (DRAFT

**2020):** Not yet adopted by the City, the Northwest Boise Neighborhood Plan outlines goals and policies for the neighborhood located between the foothills and State Street. The plan focuses on enhancing and preserving livability within the neighborhood and highlights design and streetscape improvements along State Street.

- Implement bicycle and pedestrian routes that improve and/or provide north-south connections between the Boise River and the foothills. (SC 1)
- Incorporate a 12' multi-use detached pathway along State Street to encourage bicycle/ pedestrian mobility in a safe and compatible manner. (SC 4)



Concept of the Collister node area

- Focus transit-oriented development on State
   Street within ¼ to ½ mile from transit facilities at primary TOD stations. (LFD 6)
- Work with ACHD and ITD to address the following on State Street: reduce the speed to 35 mph through the planning area; install detached multi-use path; improve safety for bike/ ped crossings at Gary Lane and Bogart Lane; and add additional traffic signals and bike/ped crossings at Duncan Lane and east of Roe Street. (SC 4 Action B)
- Incorporate the recommendations and concept designs proposed in the 2019 State Street Transit Oriented Development Plan. (LFD 6 Action B)

 Encourage the City to require State Street signage to reflect the pedestrian scale and encourage the use of billboards for public art. (LFD 6 Action J)

### 16. VETERAN'S PARK NEIGHBORHOOD POLICY GUIDE

(1999): First adopted in 1992 and amended in 1999, the policy guide balances the preservation of the residential character of the neighborhood with meeting the service needs of residents and recognizing State Street as a gateway to the City.

- Encourage the use of major corridors to reduce excessive traffic on local residential streets.
   (page 2-4)
- Encourage and support movements to and extension of the public transportation system. (Transportation Goal 2, page 2-4)

- Access for the handicapped at intersections should be provided. (Transportation Goal 5; page 2-4)
- Develop a State Street design plan which provides for attractive landscaping and building design. (page 2-6)
- Provide additional pedestrian crosswalks on State Street as it is widened. (Transportation Recommendation 2, page 3-9)
- Consider intersection improvements on State Street at Wylie Lane, Willow Lane, and Stillson Road. (Transportation Recommendation 4, page 3-9)
- Provide passenger amenities like bus stop shelters and proper lighting as the transit system is improved. (Transportation Recommendation 7, page 3-10)
- 17. WHITEWATER + VMP NEIGHBORHOOD BICYCLE & PEDESTRIAN PLAN (2019): A subset of the North End Boise Neighborhood Plan, this plan identifies community priorities for future bicycle and pedestrian projects within the planning area that extends from Wylie Lane to 16th St on the south side of State Street.
- Complete sidewalk connection between State St and 36th St. (page 8)
- 18. NORTH BOISE NEIGHBORHOOD BICYCLE & PEDESTRIAN

**PLAN (2016):** The plan identifies and prioritizes improvements to the existing pedestrian and bicycle facilities with the intent to make bicycling and walking comfortable, efficient, and convenient forms of transportation for residents and visitors to the North Boise neighborhood planning area.

- Construct enhanced crossing at State St and either 35th or 34th St. (C-69, Table 6)
- Designate a bike route connected west end to the north end of the planning area and consider traffic calming measures and wayfinding. (B-18, Table 6)
- Install crossing at State St and Clover Dr. (C-68, Table 6)
- Add sidewalk on 32nd St and State St/Hill Rd. (S-44, Table 6)
- Implement planned bike route connecting State St to Hill Rd. (B-19)
- 19. NORTHWEST BOISE NEIGHBORHOOD WALKING AND BIKING PLAN (2015): The Northwest Boise Walking and Biking Plan identifies future pedestrian and bicycle projects to increase safety and convenience of walking and biking, improve facilities to meet the needs of residents, and enhance mobility.
- Enhance crossings on State St near schools.
- Construct bikeway, wayfinding signs, pavement markings etc. on Horseshoe Bend Rd from State St to Farmers Union Canal. (page 52)
- Construct bikeway, wayfinding signs, pavement markings etc. on Bogart Ln from State St to Hill Rd Pkwy. (page 52)
- Construct bikeway, wayfinding signs, pavement markings etc. on Collister Ln from State St to Hill Rd. (page 52)
- Widen existing bike lanes on State St. (page 53)



Pedestrian scale wayfinding which reflects the branding of the city and helps direct pedestrians and cyclist towards amenities.









### photos (clockwise from top left)

Bike lane between parking and buildings with moveable planters.

Existing ITD HQ building.

Located in downtown Boise, the 134-unit Adare Manor provides market rate and affordable housing.

Well-marked crosswalks are a key component of pedestrian and bicycle friendly streets.

- Add signal timing and sidewalk repairs on Gary Ln from State St to Hill Rd. (page 52)
- Pedestrian sidewalk improvements on Peirce Park Ln from State St to Hill Rd. (page 52)
- Fill in sidewalk gaps, improve signage for bike routes, and intersection improvements on State St. (page 53)
- Implement improvements to curb, gutter, and sidewalk to fill gaps, extend existing bike lanes, and improve intersections to include adequately timed crosswalks that are in proper alignment with ADA accessible ramps on all corner approaches. (page 59)
- Construct pedestrian improvements between Glenwood St and Collister Dr and two intersection projects at Pierce Park Ln and Collister Dr. (page 59)

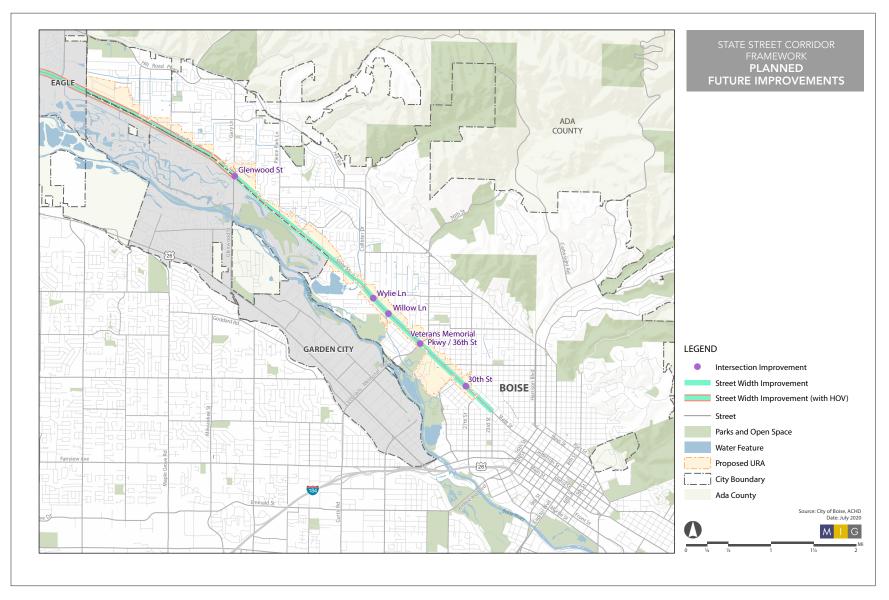
### 20. BOISE CITY 2021 HOUSING NEEDS ANALYSIS (DRAFT

**2021):** The 2021 Housing Needs Analysis identified that the City requires 2,770 units every year for the next 10 years to meet expected demand, 77% of which should be affordable to those earning 80% or less of the area median income (AMI).



The recently renovated Phillips 66 station on State Street—listed on the National Register of Historic Places—creates a unique sense of place along the corridor.

FIGURE 8. PLANNED FUTURE IMPROVEMENT (EXISTING PLANS)



# Plan Analysis

**Table 2** lists policies or goals that appear across multiple plans (identified by number, above), showing where there is general alignment in the future direction of State Street, aligning the policies already adopted through other plans with the State Street Framework for urban renewal. Relevant policies are described following Table 2.

While there is general alignment of the 20 plans related to the State Street Corridor, there were also gaps or discrepancies where plan goals and objectives do not align. **Table 3** describes where gaps or lack of alignment exists within the plans that were evaluated.

**Figure 8** shows the key improvements that have been identified in the existing plans that could occur within the District.

### TABLE 2: POLICY ALIGNMENT WITH THE STATE STREET FRAMEWORK PLAN

ITEM	GOAL, POLICY OR RECOMMENDATION	SOURCES
А	Enhance livability of surrounding areas by making State Street a multimodal corridor.	1, 2, 3, 6, 9, 13, 14, 15
В	Increase bike and pedestrian connections to neighborhoods from State Street, particularly north/south connections.	2, 3, 5, 6, 9, 11, 14, 15, 16
С	Development should be pedestrian-scale and include a variety of amenity improvements including lighting, sidewalks, street trees, bus shelters, etc. to enhance streetscape.	1, 5, 6, 9, 11, 13, 15, 16
D	Support and increase nodal development that provides services to surrounding neighborhoods (30th Street, Collister Drive, Glenwood Street, Whitewater, Horseshoe Bend Road) as well as an increase overall intensity and mix of uses along the entire corridor.	1, 2, 6, 11, 13, 14
E	Increase and improve transit service along State Street.	1, 2, 3, 6, 11, 14
F	Develop common branding and identity elements for placemaking (wayfinding signage, entry gateway designs, etc.)	3, 6, 11, 14, 15
G	Widen State Street to include HOV lanes and improve intersections to increase function, capacity, and safety.	2, 9, 11, 14, 16
Н	Reduce speed to 35 mph on State Street within city limits (9) or within neighborhood planning area (10 and 12).	11, 13, 15
1	Increase the number of housing units along State Street, particularly affordable units for those earning 80% or less of area median income (AMI).	20

### TABLE 3: POLICY GAPS OR WHERE ADDITIONAL CLARITY IS REQUIRED

ITEM	GOAL, POLICY OR RECOMMENDATION	SOURCES
А	There are physical gaps in plan coverage and a lack of comprehensive streetscape standards for the entirety of State Street within Boise.	1, 2, 9, 11, 16
В	HOV lanes are currently not permitted by state statute, although several plans contain designs for an outside HOV lane that would carry future BRT service and HOV traffic.  Legislative action would be required to implement plans that include designs for HOV lanes.	9, 11
С	Several plans call for shorter block lengths or fewer vehicular access points to increase pedestrian safety and activity but there are no design standards to implement this vision.	2, 11
D	Parking standards and goals across plans are inconsistent and vary. There are no overarching standards related to location, design, screening, size, etc.	1, 2, 5, 11, 14
Е	Many plans call for improvements to specific intersections, however, no plan contains rankings of previously identified improvements or comprehensive criteria for prioritizing improvements that may arise in the future.	2, 9, 11, 13, 14, 15, 16





# 1 Urban Renewal Strategies

Capital City Development Corporation organizes urban renewal projects and initiatives into a series of **strategies** that help define project types and expected outcomes.

These strategies are interrelated, often providing multiple benefits across categories of investment type. These strategies will be used to define the State Street Framework that is described in detail in Section 5.

### INFRASTRUCTURE

Using infrastructure improvements, such as sewer, water, fiber optic and electrical system upgrades

as a tool can result in attracting more investment by improving access, livability, and sustainability. Public investment in infrastructure can stimulate more consistent, smaller scale, and more infill development. Investments in public infrastructure can encourage the highest and best use for properties along the State Street corridor, and offset higher land and construction costs that exist along the corridor compared to a greenfield setting.









### photos (clockwise from top left)

This public plaza at Union Station in Denver, Colorado incorporates an inground fountain.

A public pedestrian plaza next to BRT stations invites customers in to adjacent businesses by providing attractive seating, bike parking and amenities (photo by Google)

Gentle Breeze, a recently completed public art project in Cherie Buckner-Webb Park in Boise is an example of a CCDC funded art installation.

Public art can strengthen the character and identity of the State Street corridor and surrounding neighborhoods. Art installations can also be located on existing utility boxes to enliven an area.



Bike station hubs create opportunities to rent public bicycles.

#### **MOBILITY**

State Street needs more safe and accessible mobility options. Expanded mobility choices and access to high capacity transit is essential for the State Street District to improve the capacity and efficiency of the street system. Future bus rapid transit (BRT), a connected local street network, multi-use paths along State Street and other bicycle and pedestrian amenities in the district are essential features of a future complete transportation system. Additionally, mobility improvements, such as parking structures located at key transit nodes, can increase transit ridership and reduce the amount of surface parking that can then free up land for future development.

#### **PLACEMAKING**

Place making seeks to create places and neighborhoods that people love, thereby improving an area's desirability and quality of life. CCDC



Restaurants and businesses along the street take advantage of the activity zone.

pursues this strategy by investing in streetscapes, plazas, parks and other public gathering spaces with street trees, furnishings, and public art. Place making may also include preserving and enhancing historic sites within the study area, as well as interpreting elements of the corridor's history, thereby building on connections the community has for these unique places.

#### **ECONOMIC DEVELOPMENT**

One key strategy for urban renewal is to drive more investment into the districts and to help the local economy thrive. Fostering the expansion of local enterprise and career opportunities creates economic energy within the District and beyond. A key tool within economic development is CCDC's Participation Program. The participation program is a policy created to leverage private investment with public investment by funding public improvements through the tax increment a project generates.



Neighborhoods connected to Downtown Boise and other local employment hubs via transit reduce congestion for everyone.

A second tool in the toolbox is acquisition of property through voluntary purchase and sale. When this is done it is done for a specific goal or purpose. Often a property is under-utilized, and the agency issues a public call for proposals to see what the development community will create within the parameters CCDC sets. This affords the agency the ability to request and promote desirable uses such as affordable housing and mixed use development.

#### **SPECIAL PROJECTS**

Special Projects can include a number of projects that are unique to a location or support other strategies. This could include public art or projects that enhance livability or support development. For example, State Street has several properties that are eligible for historic designation. A special project could be one that rehabilitates an older property or incorporates it into future development plans.





# 05 / State Street District Framework

The State Street Framework includes *projects and* actions recommended through the public engagement process, market analysis, plan assessments, and vision for the corridor

Many projects will occur over the next 20 years and often as part of private development or inter-agency partnerships. This section illustrates the types of projects that will be implemented in specific nodes along the corridor. A list of corridorwide improvements is included in Section 7.

#### DEVELOPMENT PROGRAM

The market analysis that was completed for the State Street corridor in 2020 (see Section 3 for a summary of findings of the State Street Urban

Renewal District Market Assessment (2020) identified the following projected demand for various land use types over the next 20 years:

- 1,100 new single family residential units
- 2,600 new multi-family residential units
- 50,000 square feet of new office space
- 362,000 square feet of new retail space
- 110-130 new hotel rooms

FIGURE 9: SITES SUSCEPTIBLE TO CHANGE

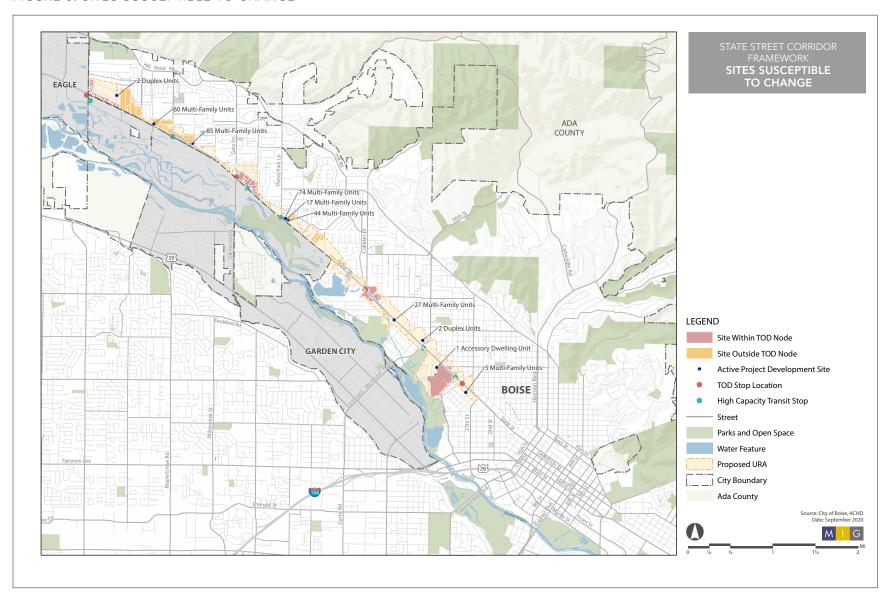
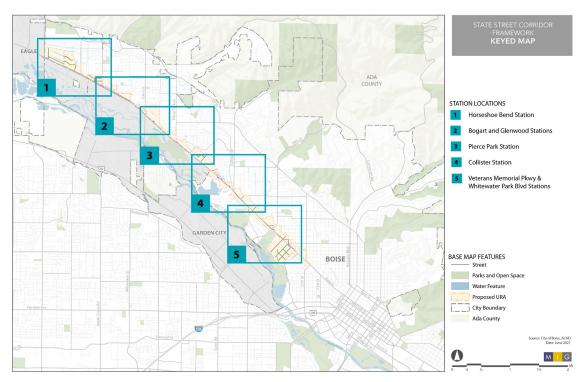


FIGURE 10: STATE STREET FRAMEWORK PLAN PROECTS OVERVIEW



Future development is expected to occur throughout the corridor, but several sites have been identified as "sites susceptible to change" as possible sites that may transition faster than others, based on existing site characteristics. Many of these sites are already developing with residential uses.

Figure 9 illustrates where those sites are located and their relationship to TOD nodes identified in other plans.

#### STATE STREET FRAMEWORK PLAN PROJECTS

The State Street District is approximately six miles long that is envisioned to become more pedestrian friendly with high capacity transit, improved bicycle and pedestrian amenities, affordable and market rate housing, and mixed-use development. To achieve the vision, the project list includes a diverse set of improvements that are both corridor wide and site focused, broken up in five-year increments (quarters) during its 20-year lifespan. The figures and tables in this chapter illustrate the location and types of projects that are envisioned for each of the development nodes along the corridor. All are tied to future high capacity transit station development.

TABLE 4: CORRIDOR-WIDE IMPROVEMENTS

ITEM#	NODE	IMPROVEMENT NAME	ТҮРЕ	ITEM DESCRIPTION	QUARTER/ YEAR
Multiple	All	State Street Utilities	Infrastructure	Water Main, Sewer Main, Fiber-optic	Various
Multiple	All	State Street Buffer	Place Making	8' Wide Landscape Buffer w. trees	Various
Multiple	All	State Street Pathway	Mobility	12' Wide Multi Use Path	Various
Multiple	All	State Street Median	Place Making	12' Wide Landscape Median	Unfunded
Multiple	All	Historic Preservation	Special Projects		Various

FIGURE 11: HORSESHOE BEND STATION

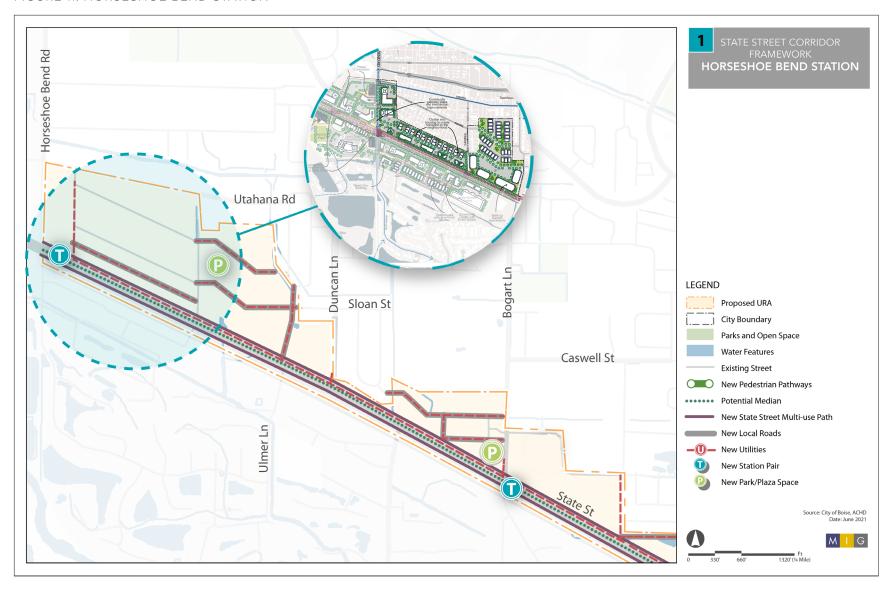
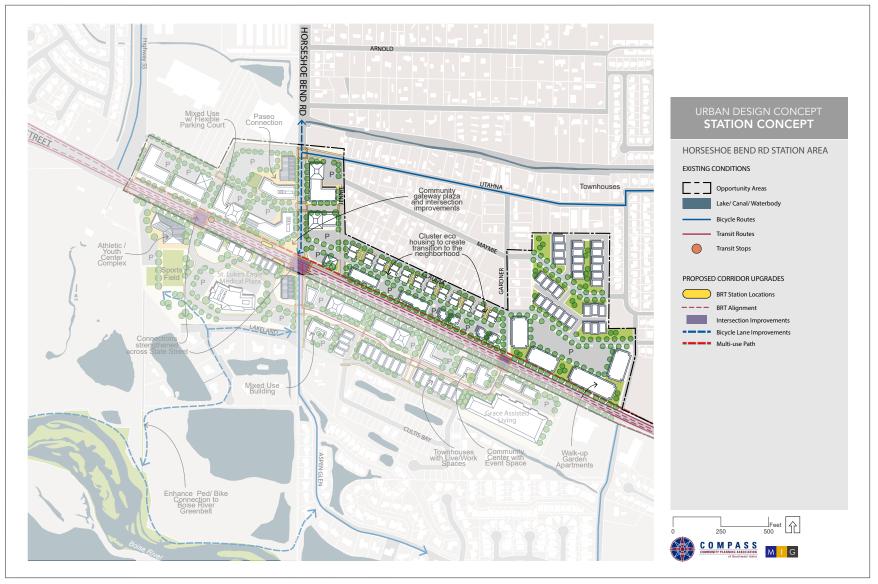


FIGURE 12: HORSESHOE BEND CONCEPT PLAN



### **Horseshoe Bend Station**

The Horseshoe Bend station area sits at the western end of the Boise City Limits. The northeastern corner of the Horseshoe Bend/State Street intersection is located within the district, but is also adjacent to major attractions like St Luke's Eagle Medical Plaza, commercial development, and residential neighborhoods to the south.

In addition to the medical facilities, there are major retailers such as WinCo Foods and Home Depot on the northwest corner of the Horseshoe Bend/State Street intersection that create a regional draw as well as smaller commercial uses adjacent to State Street.

TABLE 5: PROPOSED PROJECTS IN THE VICINITY OF THE FUTURE HORSESHOE BEND STATION INCLUDE:

ITEM#	NODE	IMPROVEMENT NAME	ТҮРЕ	ITEM DESCRIPTION	YEAR
HB09	Horseshoe	North Ulmer Ln Extension	Mobility	New Local Street	2023
HB09	Horseshoe	North Ulmer Utilties	Infrastructure	Water & Sewer Mains	2023
HB01	Horseshoe	Horseshoe Bend Station	Mobility	Transit Station Pair	2024
HB07	Horseshoe	Duncan Lane	Mobility	Curb, Gutter, Sidewalk & Drainage	2025
HB04	Horseshoe	State-Claudia cross access	Mobility	Minor New Local Street	2027
HB04	Horseshoe	State-Claudia Cross Access Utilties	Infrastructure	Water & Sewer Mains	2027
HB05	Horseshoe	Mixed-Use Development	Economic Dev	Land Acquisition	2028-2032
HB09	Horseshoe	State & Ulmer Signal	Mobility	Signalized Intersection	2028-2032
HB11	Horseshoe	Claudia-Sloan Extension	Mobility	New Local Street	2028-2032
HB11	Horseshoe	Claudia-Sloan Extension Utilties	Infrastructure	Water & Sewer Mains	2028-2032
HB13	Horseshoe	Jennie Utilties	Infrastructure	Water Main	2033-2037
HB13	Horseshoe	Jennie Improvements	Infrastructure	Curb, Gutter, Sidewalk & Drainage	2033-2037
HB06	Horseshoe	Parks, Plazas & Public Space	Place Making	Land Acquisition & Public Space	2038-2042
HB10	Horseshoe	Claudia Improvements	Mobility	Curb, Gutter, Sidewalk & Drainage	2038-2042
HB10	Horseshoe	Claudia Utilties	Infrastructure	Water Main	2038-2042
HB12	Horseshoe	Gardner Improvements	Mobility	Curb, Gutter, Sidewalk & Drainage	2038-2042
HB12	Horseshoe	Gardner Utilties	Infrastructure	Water Main	2038-2042
HB15	Horseshoe	Maymie -Leighton Extension	Mobility	New Local Street	2038-2042
HB15	Horseshoe	Maymie -Leighton Extension Utilties	Infrastructure	Water & Sewer Mains	2038-2042
HB14	Horseshoe	Maymie Improvements	Mobility	Curb, Gutter, Sidewalk & Drainage	Unfunded
HB14	Horseshoe	Maymie Utilties	Infrastructure	Water Main	Unfunded
HB16	Horseshoe	Utahna Improvements	Mobility	Curb, Gutter, Sidewalk & Drainage	Unfunded
HB16	Horseshoe	Utahna Utilties	Infrastructure	Water Main	Unfunded

Timing of specific projects is subject to change.



#### photos (top to bottom)

Existing Horseshoe Bend and State Street intersection.

The concept developed for the Horseshoe Bend Road station area shows a compact and mixed-use transit neighborhood and gateway to Eagle, with walkable treelined streets and convenient connections to transit, the foothills, the Boise River Greenbelt, and adjacent shopping and residential neighborhoods.



FIGURE 13: BOGART AND GLENWOOD STATIONS

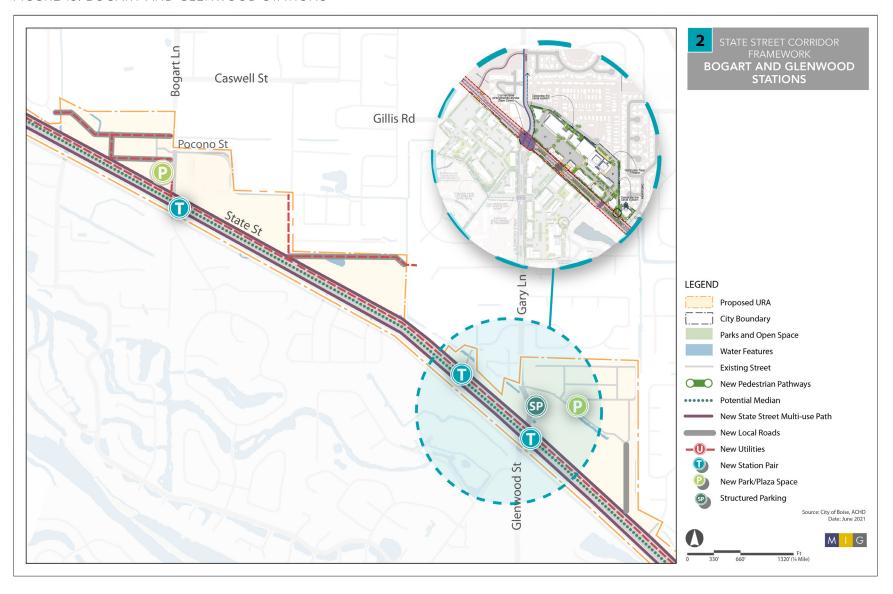


FIGURE 14: GLENWOOD STATION CONCEPT PLAN

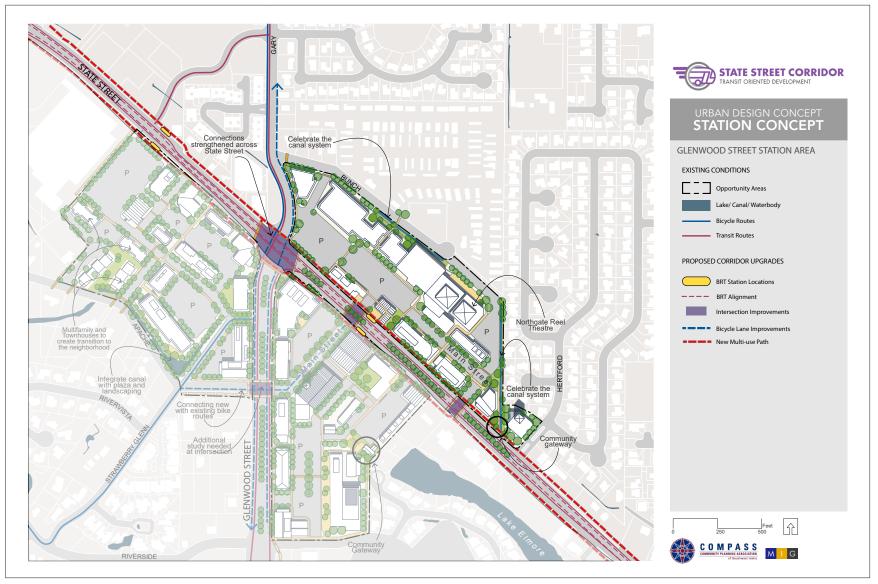
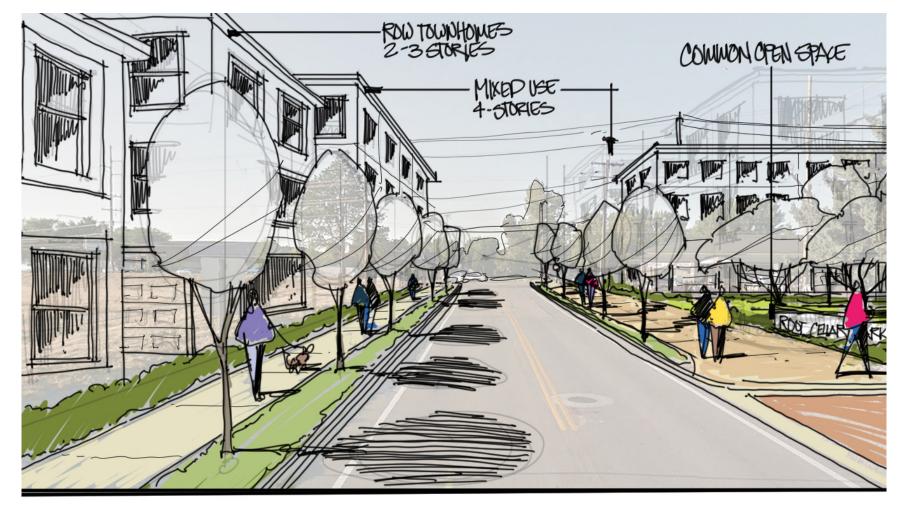


FIGURE 15: BOGART LANE LOOKING SOUTH: EXISTING CONDITIONS



FIGURE 16: BOGART LANE LOOKING SOUTH: CONCEPT



## **Bogart and Glenwood Stations**

The Bogart and Glenwood station areas are a mix of vacant and underutilized land near the future Bogart high-capacity transit station, with older large format retail and newer apartments with locally serving retail, a grocery store, movie theatre, several restaurants, and several "big-box" retail stores in the vicinity of the future Glenwood stations. This area has the largest number of existing residents who might take advantage of transit. Since 2013, significant residential growth has occurred outside of the immediate station area. Three- to four-story residential buildings were constructed between 2014 and 2017 west of Gary Lane and north of State Street. This recent development makes this station well positioned to transition into a mixed-use hub.

Development in the vicinity of the future Bogart Station area is expected to be residential and mixed-use, some of which is already occurring. There are few existing developed park amenities in the vicinity of the future station area, but they are proposed as part of the Framework Plan for this area. One potential opportunity for public space may be the historic Hall Farm/Root Cellar at the northwest corner of State and Bogart. The Boise Valley Canal is another historically significant feature that could potentially serve as a place making amenity in this area.

TABLE 6: PROPOSED PROJECTS IN THE VICINITY OF THE FUTURE BOGART AND GLENWOOD STATIONS INCLUDE:

ITEM#	NODE	IMPROVEMENT NAME	ТҮРЕ	ITEM DESCRIPTION	YEAR
BG11	Bogart	Roe St Utilties	Infrastructure	Water & Sewer Mains	2024
BG13	Bogart	Limelight Dr Improvements	Mobility	Curb, Gutter, Sidewalk & Drainage	2024
GW01B	Glenwood	Saxton Station	Mobility	Transit Station Pair	2024
GW01A	Glenwood	Glenwood Station	Mobility	Transit Station Pair	2025
BG10	Bogart	Waterlilly-Pocono New Street	Mobility	New Local Street	2025
BG10	Bogart	Waterlilly-Pocono Utilties	Infrastructure	Water & Sewer Mains	2025
BG11	Bogart	Roe St Improvements	Mobility	Curb, Gutter, Sidewalk & Drainage	2025
BG01	Bogart	Bogart Station	Mobility	Transit Station Pair	2026
BG12	Bogart	Bogart Ln Improvements	Mobility	Multi-Use Pathway	2027
BG12	Bogart	Bogart Ln Improvements	Mobility	Curb, Gutter, Sidewalk & Drainage	2027
BG12	Bogart	Bogart Ln Utilties	Infrastructure	Water & Sewer Mains	2027
BG04	Bogart	Mixed-Use Development	Economic Dev	Land Acquisition	2028-2032
BG05	Bogart	Parks, Plazas & Public Space	Place Making	Land Acquisition & Public Space	2028-2032
GW05	Glenwood	Mixed-Use Development	Economic Dev	Land Acquisition	2028-2032
GW07	Glenwood	Bunch Extension to State St	Mobility	New Local Street	2028-2032
GW04	Glenwood	Glenwood Power Upgrades	Infrastructure	Power Distribution (Idaho Power)	2033-2037
GW06	Glenwood	Parks, Plazas & Public Space	Place Making	Land Acquisition & Public Space	2038-2042
GW08	Glenwood	Glenwood Park Public Parking	Mobility	Public Parking Structure	Unfunded
GW10	Glenwood	Roe-Kensington Connection	Mobility	New Local Street	Unfunded
GW10	Glenwood	Roe-Kensington Connection Utilties	Infrastructure	Water & Sewer Mains	Unfunded

Timing of specific projects is subject to change.



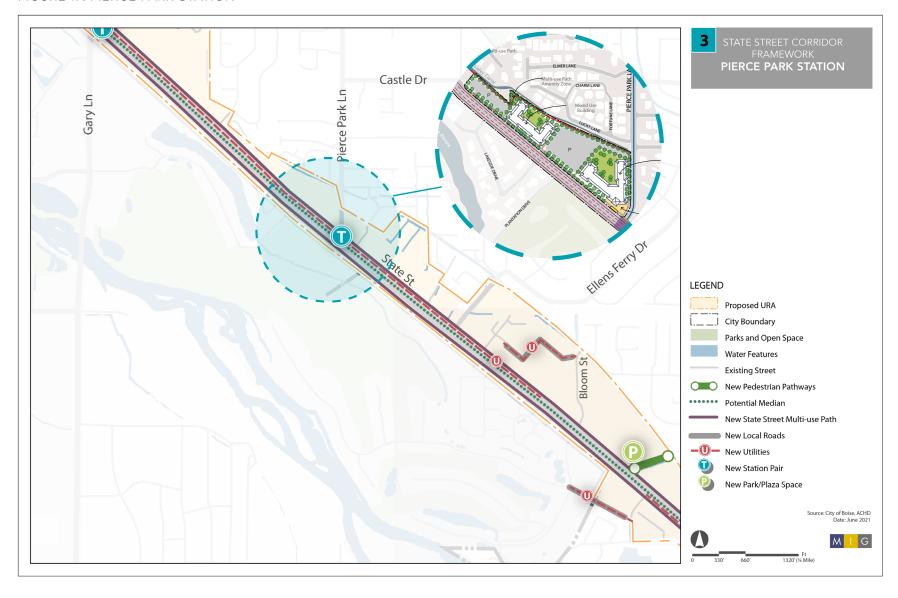
photos (top to bottom)

Existing Glenwood station area.

The concept developed builds off of the recent improvements to the business facades on the north side of State Street.



FIGURE 17: PIERCE PARK STATION



#### FIGURE 18: PIERCE PARK STATION CONCEPT PLAN

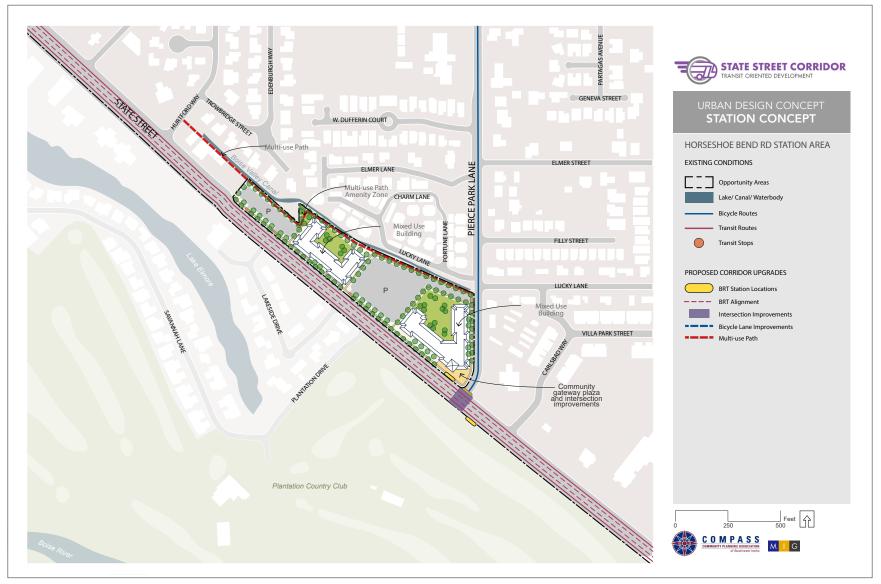
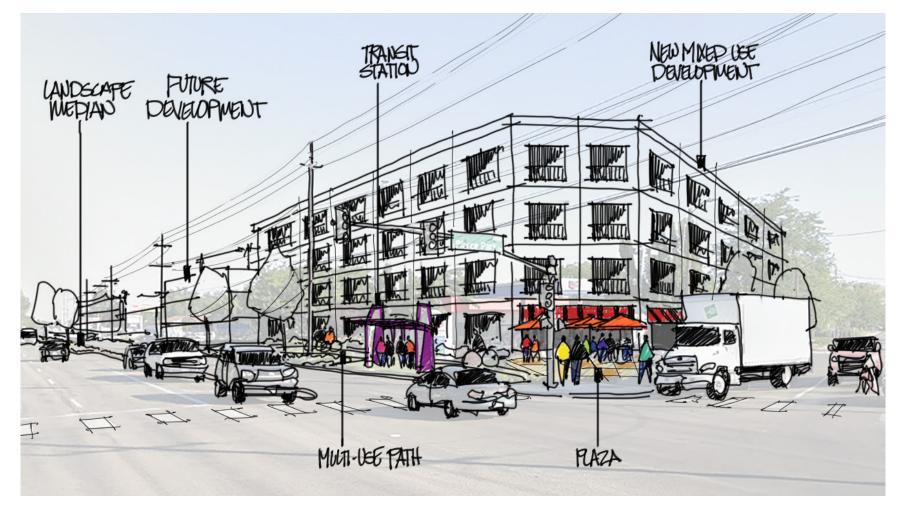


FIGURE 19: PIERCE PARK TRANSIT STATION: EXISTING CONDITIONS



FIGURE 20: PIERCE PARK TRANSIT STATION: CONCEPT



## **Pierce Park Station**

The Future Pierce Park Station will provide better transit access for adjacent neighborhoods as well as provide for future redevelopment opportunities in the vicinity of the station. Projects in this area generally consist of utility expansion and local street connections, in addition to the corridor wide improvement along State Street.

TABLE 7: PROPOSED PROJECTS IN THE VICINITY OF THE FUTURE PIERCE PARK STATION INCLUDE:

ITEM#	NODE	IMPROVEMENT NAME	ТҮРЕ	ITEM DESCRIPTION	YEAR
PP01	Pierce Park	Pierce Park Station	Mobility	Transit Station Pair	2025
PP04	Pierce Park	Mixed-Use Development	Economic Dev	Land Acquisition	2038-2042
PP05	Pierce Park	Parks, Plazas & Public Space	Place Making	Land Acquisition & Public Space	2038-2042
PP10	Pierce Park	Bloom Extension	Mobility	New Local Street	2038-2042
PP10	Pierce Park	Bloom Extension Utilties	Infrastructure	Water & Sewer Mains	2038-2042

Timing of specific projects is subject to change.











#### photos (clockwise from top left)

An example of public art as a gateway element to reflect the identify of a neighborhood and create a sense of arrival to a new district (photo by Pivot Architecture.

Stormwater planting and pervious paving.

Mixed use building with office space on the ground floor.

Townhouse development.

FIGURE 21: COLLISTER STATIONS

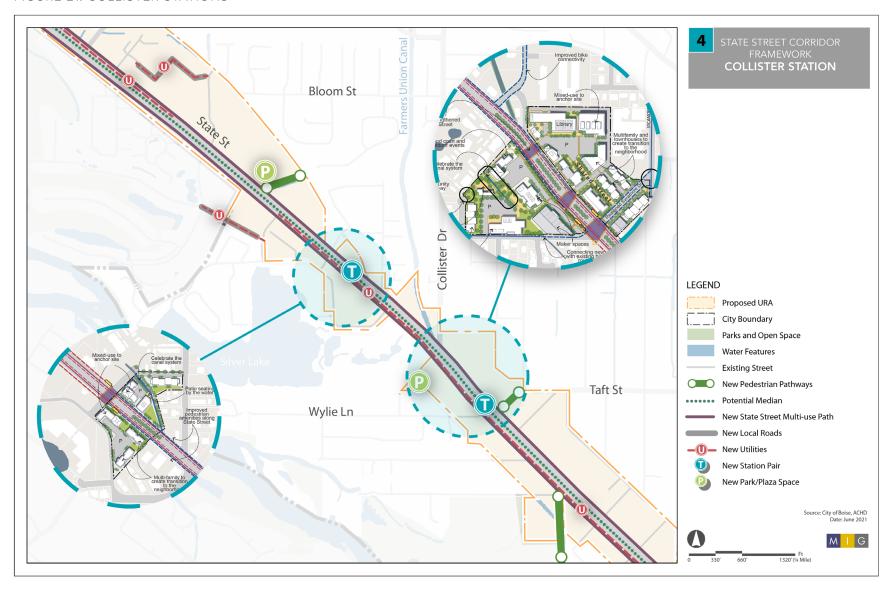
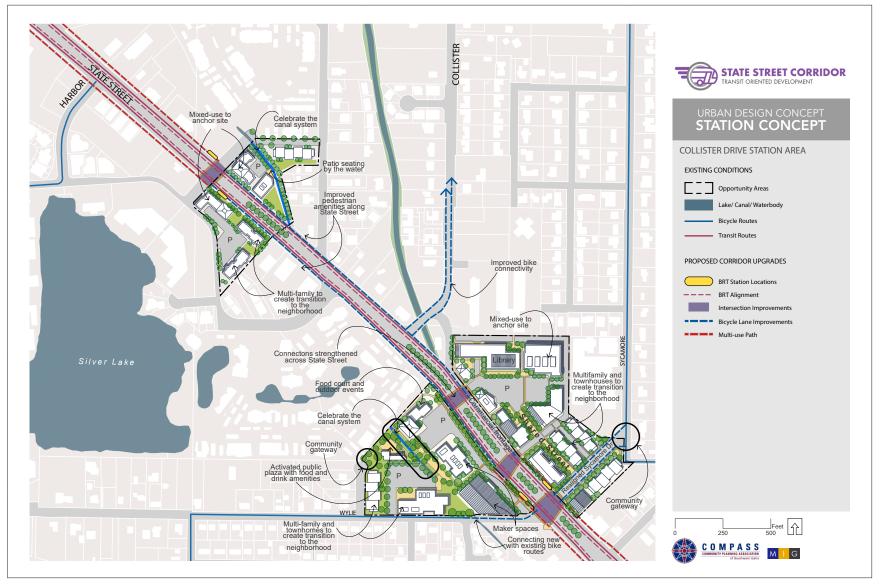


FIGURE 22: COLLISTER STATIONS CONCEPT PLAN



### **Collister Stations**

One of the unique qualities of the future Collister Stations Area are the mixed housing types near the future stations. The increasingly vibrant Collister Commercial Center is anchored by several neighborhood services including the City Library! at Collister, Collister Post Office, a popular coffee shop, restaurant, laundry and consignment businesses, and a Dollar Store.

Projects in this area are focused on providing better access from neighborhoods, upgraded utilities to support future development and two future high capacity transit stations. The area is auto-oriented with numerous curb-cuts and drive aisles. The Collister area has a number of historically significant sites that may present opportunities for adaptive reuse and/or place making including the Collister Post Office, the H.E. McConnell House, the Farmers Union Canal, and the Stewart Gulch Flume.

TABLE 8: PROPOSED PROJECTS IN THE VICINITY OF THE FUTURE COLLISTER STATIONS INCLUDE:

ITEM#	NODE	IMPROVEMENT NAME	ТҮРЕ	ITEM DESCRIPTION	YEAR
CL01A	Collister	Collister Station	Mobility	Transit Station Pair	2024
CL05	Collister	Mixed-Use Development	Economic Dev	Land Acquisition	2026
CL01B	Collister	Marketplace Station	Mobility	Transit Station Pair	2028-2032
CL04	Collister	Parks, Plazas & Public Space	Place Making	Land Acquisition & Public Space	2028-2032
CL06	Collister	Farmers Union Canal Pathway	Mobility	12' Wide Pathway (Canal)	2028-2032
CL10	Collister	Sycamore Festival Street	Place Making	Festival Street	2028-2032
CL07	Collister	Stewart Gulch Flume Path	Place Making	12' Wide Pathway (Canal)	2033-2037
CL02	Collister	State Street Fiber-Optic	Infrastructure	Fiber Optic Bank (Boise City)	2038-2042
CL08	Collister	Collister Park Public Parking	Mobility	Public Parking Structure	Unfunded
CL11	Collister	Lake Harbor Ln. Reconstruction	Mobility	Private to Public Street Conversion	Unfunded
CL11	Collister	Harbor Ln. Reconstruction	Mobility	Private to Public Street Conversion	Unfunded
CL11	Collister	Marketplace Ln. Reconstruction	Mobility	Private to Public Street Conversion	Unfunded
CL12	Collister	Lake Harbor-Plantation Connection	Mobility	New Local Street	Unfunded
CL12	Collister	Lake Harbor-Plantation Connection Utilties	Mobility	Water & Sewer Mains	Unfunded

Timing of specific projects is subject to change.









#### photos (clockwise from top left)

Existing Collister station area.

Incorporate the canal system with adjacent trails and complementary development.

The Collister Drive station area incorporates the redesigned and recently reconstructed three-way intersection (Collister Drive and State Street) that spans an irrigation canal.

Designated rideshare pick-up zones help increase efficiency and reduce traffic conflicts.

FIGURE 23: VETERANS MEMORIAL PARKWAY AND WHITEWATER PARK BOULEVARD STATIONS

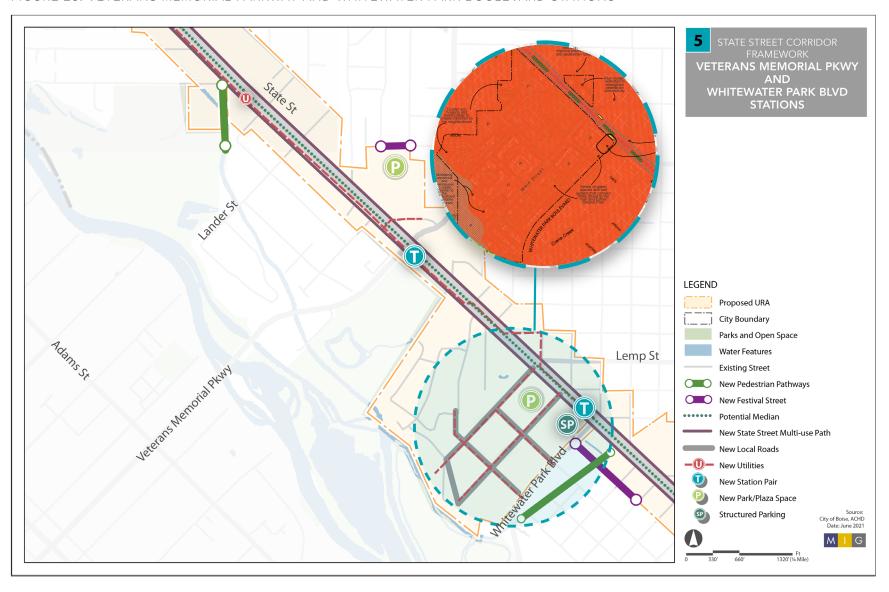
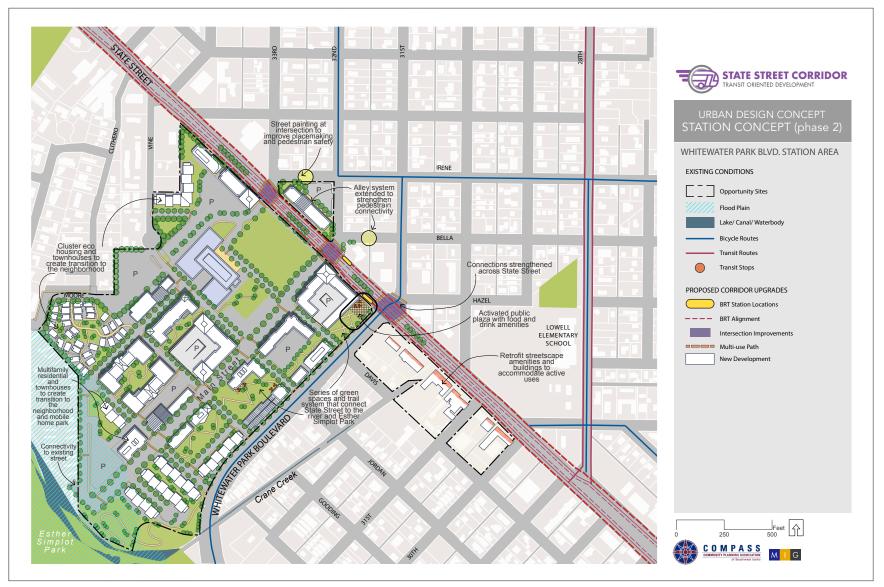


FIGURE 24: VETERANS MEMORIAL PARKWAY AND WHITEWATER PARK BOULEVARD STATIONS CONCEPT PLAN



## **Veterans Memorial Parkway** and Whitewater Park Boulevard Stations

The Whitewater Station Area provides the greatest potential for future mixed-use development within the State Street District. Large scale redevelopment at the Whitewater Station Area would require the sale or long-term ground lease of ITD property to the City of Boise, CCDC, or a developer and is expected to be a long-term process. The ITD site is a state-owned parcel that is generally underdeveloped with several buildings spread out across the 45-acre campus. The site borders a portion of Boise River and nearby ponds that provide recreation amenities. A portion of the property is located within the 100year floodplain. The ITD site has a limited internal roadway network that could provide a framework for future connectivity. Projects in this area would contribute to all or a portion of the site, as well as providing structured parking and improved trail connections.

Projects in the vicinity of Veterans Memorial Parkway Station would include a future high capacity transit station, utilities, and other improvements to catalyze future development. The ITD headquarters building is National Register eligible, and should be considered for preservation as an adaptive re-use opportunity in the event that ITD relocates its headquarters operations and the campus becomes available for redevelopment.

TABLE 9: PROPOSED PROJECTS IN THE VICINITY OF THE FUTURE VETERANS MEMORIAL PARKWAY AND WHITEWATER PARK **BOULEVARD STATIONS INCLUDE:** 

ITEM#	NODE	IMPROVEMENT NAME	ТҮРЕ	ITEM DESCRIPTION	YEAR
WW01	WWPB	Whitewater Park Blvd Station	Mobility	Transit Station Pair	2023
VP01	Veterans	Veterans Station	Mobility	Transit Station Pair	2027
VP04	Veterans	Mixed-Use Development	Economic Dev	Land Acquisition	2028-2032
VP05	Veterans	Sunset Ave Festival Street	Place Making	Festival Streets	2028-2032
VP05	Veterans	Sunset Ave Utilties	Place Making	Water Main	2028-2032
VP05	Veterans	Taft Community Space	Place Making	Park/Plaza/Public Space	2028-2032
VP06	Veterans	Veterans Park Power Upgrades	Infrastructure	Power Distribution (Idaho Power)	2028-2032
WW04	WWPB	Mixed-Use Development	Economic Dev	Land Acquisition	2028-2032
WW08	WWPB	Crane Creek Flume Pathway	Place Making	12' Wide Pathway (Canal)	2028-2032
WW14	WWPB	Lowell Community Space	Place Making	Park/Plaza/Public Space	2028-2032
WW07	WWPB	Davis & Cross Streets 27th - WWPB	Mobility	Curb, Gutter, Sidewalk & Drainage	2033-2037
WW09	WWPB	Whitewater Park Public Parking	Mobility	Public Parking Structure	2033-2037
WW10	WWPB	32nd Street (ITD Campus)	Mobility	New Local Street	2033-2037
WW10	WWPB	32nd St Utilties (ITD Campus)	Infrastructure	Water & Sewer Mains	2033-2037
WW11	WWPB	Jordan Street (ITD Campus)	Mobility	New Local Street	2033-2037

ITEM#	NODE	IMPROVEMENT NAME	ТҮРЕ	ITEM DESCRIPTION	YEAR
WW11	WWPB	Jordan St Utilties (ITD Campus)	Infrastructure	Water & Sewer Mains	2033-2037
WW12	WWPB	33rd Street (ITD Campus)	Mobility	New Local Street	2033-2037
WW12	WWPB	33rd St Utilties (ITD Campus)	Infrastructure	Water & Sewer Mains	2033-2037
WW13	WWPB	Clithero Extension (ITD Campus)	Mobility	New Local Street	2033-2037
WW13	WWPB	Clithero Extension Utilties (ITD Campus)	Infrastructure	Water & Sewer Mains	2033-2037
WW05	WWPB	Parks, Plazas & Public Space	Place Making	Land Acquisition & Public Space	2038-2042
WW06	WWPB	Davis Festival Street, WWPB - 30th	Place Making	Festival Streets	2038-2042

Timing of specific projects is subject to change.



#### photos (left to right)

Existing Veterans Memorial Parkway and Whitewater Park Boulevard Stations area.

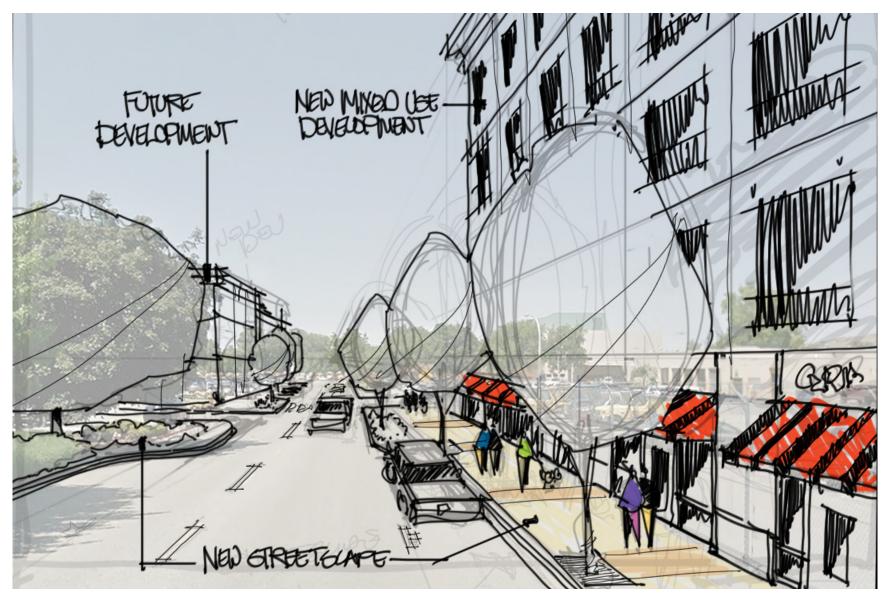
The concept for the station area shows new development blending with surrounding homes through a gradual transition of building heights and scales and connected by internal green pathways, bicycle routes, and pedestrian streets.



FIGURE 25: NEW LOCAL/MAIN STREET: EXISTING CONDITIONS



FIGURE 26: NEW LOCAL/MAIN STREET: CONCEPT





# 06 / Design Guidelines and Recommendations

The Framework Plan includes a number of infrastructure projects that will *support increased* bicycle, pedestrian, and transit accessibility along the State Street District.

Adjacent development along the corridor, connecting local streets, and pathways should also be pedestrian-oriented. This section provides general design and development guidelines for public infrastructure and adjacent development. Detailed design recommendations related to transit oriented development on State Street can also be found in the **State Street Transit Oriented Development Implementation Plan (2019)**.

#### **RECOMMENDED DESIGN GUIDELINES**

Future development along the corridor, particularly adjacent to future bus rapid transit (BRT)stations should provide a mixture of development types, including a variety of commercial, residential, and employment uses. Development intensity should support both mixed-use development and residential uses. Commercial uses, particularly large format retail, can be part of a districtwide development strategy, but should be designed

or retrofitted to increase pedestrian accessibility and reduce the distances a pedestrian must walk through a parking lot.

Proposed bus rapid transit stations are spaced approximately 1/4 to 1/2 mile apart with the State Street District and are priority projects as part of the Framework Plan. Typically, station area planning and design extends beyond the immediate parcels adjacent to the station or corridor to provide safe and efficient access for pedestrians and bicyclists from adjacent neighborhoods. Recommendations for design can therefore extend beyond the district boundary, to be determined by the City of Boise through their comprehensive plan development code update process currently underway.

#### Update the Boise Development Code to Acknowledge Transit

Within 1/4 mile of future bus rapid transit stations, implement a Transit Station Overlay. While Transit Station Overlay Zones can often extend up to ½ mile from a station, their applicability is highly dependent on the existing development present in an area. Most development not immediately adjacent to State Street is single-family residential and is unlikely to redevelop given generally smaller lot sizes and the need to acquire and consolidate parcels. Implementing a Transit Station Overlay provides flexibility to apply the overlay without making large scale modifications to existing underlying zoning. The State Street Transit Oriented Development Implementation Plan (2019) provides specific recommendations for what should be considered as part of the overlay.



These solar panels create shade for transit riders while taking advantage of the sunny, open character of the streetscape for energy production.

#### Focus on Building Placement and Orientation

Building location and orientation is an essential element of creating pedestrian-orient spaces. Pedestrian-scaled development can be encouraged by requiring buildings oriented towards the street with parking behind or to the side of the building. Development should engage pedestrians, provide weather coverage, and encourage development that is closer to the street through reduced setbacks, or zero lot line development. Suggested design guidelines for building orientation include:

• Buildings oriented to the street, with parking located behind or to the side. Along pedestrian streets, the building should occupy at least 50%

- (preferably more than 70%) of the street frontage, with primary access at the corner/intersection. For main streets, buildings should occupy a minimum of 70% of the building frontage.
- Restrict drive-throughs within a transit station and on pedestrian and main streets. Building location and entrance should be located at the street, with drive through windows location to the side and rear of the building.
- The first-floor facade of all buildings, including structured parking facilities, should be designed to encourage and complement pedestrian-scale interest and activity using elements such as windows, awnings, and other similar features.
- Buildings should be placed at the corner

- of intersections. For larger developments, pedestrian through-access should be provided every 250 feet. For larger blocks, these pedestrian paths help reduce the distance to services or transit.
- Building transparency on the ground floor of mixed-use buildings should be no less than 60-70% glass. Glass doors can contribute to meeting this standard. For second stories and higher, no less than 30% of the facade should be glass. Frosted, mirrored, or tinted glass should not be permitted, particularly on the ground floor.
- Building entrances should be clearly marked, provide weather covering and incorporate architectural features on the building. Primary building entrances should face the street, not a parking lot, and should be unlocked and accessible during business hours.
- Architectural features and treatments should not be limited to a single facade. All visible sides of a building from the street, whether viewed from public or private property, should display a similar level of quality and architectural interest, with elements such as windows, awnings, murals, a variety of exterior materials, reveals and other similar features.
- Local code should encourage green building techniques, which could include solar, gray water and water harvesting and/or LEED certification of buildings.
- Building floor plate maximums should be considered. While some areas can accommodate large-format retail, a mix of

- building scales can provide opportunities for small business and incubator spaces.
- Preserve and rehabilitate historic sites. encouraging connectivity using paths, landscaping, and other streetscape treatments.

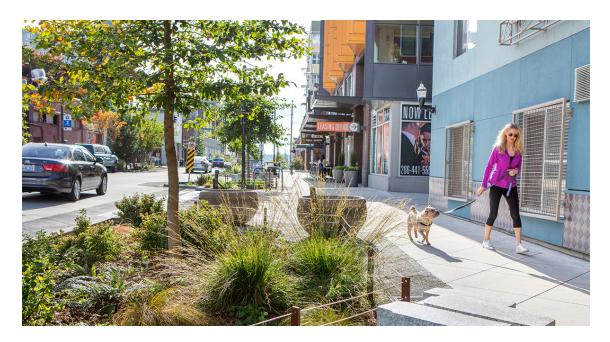
#### **CONSIDERATIONS FOR EXISTING LARGE FORMAT RETAIL**

Development opportunities along State Street are predominantly located at future BRT stations where large format retail development currently exists. While the transition to a more pedestrianoriented development pattern is feasible over time, large format retail will likely be a component of the corridor form for some time. The intent of these guidelines is to provide possibilities for permitting a deeper street setback for very large retail stores located along State Street, if combined with a pedestrian-friendly main street type of development. These large retail sites can still be transit-supportive and pedestrian-friendly by placing smaller buildings close to the main street and by creating an internal circulation system to separate parking areas into blocks. The intent is to encourage development that will, over time, form a pedestrian-friendly main street along the perimeter of the parking blocks and provide connectivity within the site and to adjacent streets and uses. Potential guidelines include:

Large format retail buildings (larger than 50,000 square feet of floor area) are permitted if development is also constructed with adjacent buildings developed along a central pedestrian/ main street.



Parking should not be the primary visual element of a mixed-use area, particularly near transit stations. Here parking is structured.









#### photos (clockwise from top left)

A mix of low-maintenance native and ornamental landscaping creates an attractive streetscape.

A public plaza between new developments creates an attractive pedestrian space

Pedestrian scale wayfinding which reflects the branding of the city and helps direct pedestrians and cyclist towards amenities.

Outdoor seating areas and street trees are smaller improvements that still enhance the streetscape.

- Adjacent buildings must be constructed at the street, with parking located in a centralized parking area. These buildings must be constructed before or at the same time as the large retail store.
- The development must include an internal circulation system that is similar to streets and must divide the site into parking areas that are no greater than 55,000 square feet.
- Accessways should connect to the pedestrian/ main street at least every 250 feet and include parking between both sidewalks and the auto travel lanes, except within 75 feet of the intersection with State Street.

The goal of these design guidelines is to reduce the visual impact of parking, while also providing corridors for pedestrians that are designed as mixed-use activity areas. Large format retail is part of the State Street corridor, and should be developed in a manner that improves pedestrian accessibility and creates a stronger urban form than what currently exists today.

#### Increase Landscaping and Pedestrian Connectivity

Future development along State Street should integrate trees and native landscaping along streets, plazas, and other gathering spaces. Low-maintenance and native plants should be used to improve natural function and reduce resource usage. Public spaces should also be connected to the local and regional pedestrian and bicycle

network to provide an interconnected network of local streets and trails into adjacent neighborhoods. There are a number of projects identified within the Framework Plan that will increase linkages to outdoor recreation opportunities, the canal system, historic resources, and the area's agricultural history.

Street trees provide a range of benefits, notably the opportunity to green the street and provide beauty, shade, and a more pleasant experience for street users. For street trees along State Street, a minimum eight-foot wide planter is recommended, if possible. On local streets, tree wells can be narrower, depending on use. Often, planting street trees can be compromised because of the needs of limited right-of-way and can result in narrow tree wells bound by hardscape and utilities. Where space is limited, structural soil systems that limit soil compaction can be installed underneath pavement to provide room for lateral tree root growth. Trees are healthier and have better protection from a range of urban disturbances (parked cars, nearby utility boxes or lines, foot traffic).

#### Create Active Street Environments

Regardless of classification, streets should provide spaces where people feel safe, comfortable, and welcome. The **State Street Transit Oriented Development Implementation Plan (2019)** 

(Chapter 4, Table 8) provides specific urban design recommendations by street type.

The Framework Plan identifies a number of local and festival street projects, many located near

future high capacity transit stations. Depending on location, some streets provide access to parking or back-of-business services (e.g., garbage collection, deliveries, etc.) while other streets can be designed as main streets or festival streets, providing access to essential services, and direct access to stations. All streets, regardless of use, should provide wide sidewalks with landscaping, limited curb cuts, and where applicable, on street parking. Street design should incorporate, as possible, the following elements:

- Wide sidewalks, minimum 10 feet wide
- Landscaping, pedestrian-scale lighting, street trees and seating
- On-street parking and/or drop-off locations for transit riders
- · Bicycle parking
- Narrow 10-foot travel lanes. If transit will operate on the street, then 11-foot travel lanes.
- Unique street design, such as festival streets, for low traffic streets where small-scale retail or residential is adjacent to the roadway.

Projects included in the Framework Plan for State Street will improve the appearance and accessibility for non-auto travelers by providing landscaped medians in key areas and a multi-use path on both sides of the roadway. Consideration for pedestrian crossings, particularly at transit stations, should be a priority as the corridor is improved for all modes of travel. Implementing the adopted Ada County Highway District low stress bike network to connect to the BRT stations is an essential element of

connecting people to services and transit.

#### **Diversify Parking Options**

There are many ways to encourage pedestrianoriented development near station areas while still providing parking options for those accessing nearby businesses. Parking should be placed in convenient, accessible locations but screened from view by either buildings or landscaping. Pedestrians should be able to access adjacent businesses and residences without walking through parking lots. Landscaping, plazas, or structures rather than parking should be the primary visual element of a mixed-use area. Recommendations for parking location include:

- Restrict off-street parking or driveway access within 100 feet of a high capacity station. Land uses adjacent to future high capacity transit stations should be pedestrian-focused, with buildings, plazas or pedestrian oriented streets with wide separated sidewalks and street trees. Off-street parking should be established as shared parking between adjacent uses, where possible, and integrated into the station area to not impede pedestrian access to transit service or nearby amenities.
- Revise parking standards to reduce the amount of parking required within 1/4 mile of a high capacity transit station. This could include a number of strategies such as:
  - O Developing a parking management plan. This would include parking usage analyses followed by parking management strategies



The Block is a mixed-use building with a parking garage on the upper floors, businesses on the lower floors and rock climbing walls on the facade, creating a unique attraction with views of the city. (Photo by River Street Architecture)

- that optimize the amount of land used for parking.
- Permit parking reductions or in-lieu parking fees. This allows new development to pay a fee for a certain number of spaces to encourage catalytic projects that may be borderline financially feasible. There are a number of parking reductions possible that could be used for development within a quarter-mile of transit stops. These could include senior housing, affordable housing projects and group housing, development that provides space(s) for car sharing programs, and projects with a site-specific trip reduction plan (such as employerprovided transit passes, telecommuting,
- ridesharing, carpooling, car sharing, bicycling, and flexible work schedules). In some instances, a transportation management association (TMA) can also be established to help coordinate district-wide efforts in reducing parking demand.
- o Unbundle Parking. Allow a portion of the off-street parking to be leased through a permit process where a resident or employee can pay for the use of off-street spaces. This incentivizes developers and tenants to consider travel options, and encourages reducing vehicle use. For those that have one or more vehicles, this option also provides parking for them, albeit at a higher cost than for tenants with fewer vehicles. This reduces

the possibility of oversupplying parking as technology, transit and commuting habits change over time. For this management option, some parking spaces would still be provided on-site with development, but additional spaces above the minimum number of spaces required by the Development Code could be located on-site or off-site. Those spaces would be leased or sold separately from the rental or purchase fees for dwelling units for the life of the dwelling units. This provides renters or buyers the option of renting or buying a residential unit at a lower price point.

- Strategically locate structured parking and park and rides. The Framework plan includes future structured parking, either as standalone structures or incorporated into future development. Parking structures should be designed and constructed to the same building standards as adjacent buildings, with ground floor uses and architectural elements that reduce the visual impact of upper story parked vehicles. Parking structures should also be designed to transition to other uses if parking demand changes in the future. Ground floors of parking garages should be a minimum 30 feet deep with a minimum 12-foot vertical clearance to provide opportunities for commercial uses.
- Provide areas for drop-off and electric charging. Technology is rapidly changing the types of vehicles people use and how they get to transit. Electric charging stations and dropoff/loading areas should be provided adjacent to stations, either in a dedicated parking area

or on street. This is particularly important for commuters who want to use transit, but must first get to a station through other means of travel.

#### Improve Access Management

Street design should minimize conflicts between pedestrians and automobiles through management of curb cuts and access points along State Street. Vehicular access to each commercial or business site should be consolidated to the extent practicable, prioritizing safe and direct access for pedestrians, cyclists, and transit users. Each development should consider the layout of on-site parking and loading areas, vehicular, bike and pedestrian circulation patterns with the adjacent street in mind. Effective access management quidelines will address unregulated curb cuts from commercial development along State Street by providing guidelines for traffic signal spacing, location of driveways, median openings, and multimodal options. This will also improve safety for bicyclists and pedestrians as Framework Plan projects like the future State Street multi-use path are constructed. Fewer curb cuts result in fewer conflicts.



Electric vehicle charging stations





## 07/Implementation

## The State Street Framework Plan includes a number of projects and actions that will be *completed over the 20 year lifespan* of the urban renewal district.

The Framework Plan assists the City of Boise and CCDC in employing a redevelopment and renewal strategy to improve and develop public and private real property within the District. During the 20-year lifetime of the district, CCDC intends to carry forward projects identified as a part of the Framework Plan and assist stakeholders in completing certain interagency initiatives.

#### **INTER-AGENCY INITIATIVES**

Interagency Initiatives are actions, objectives, or a series of cooperative strategies to accomplish with the district in order to realize the State Street Framework vision. These initiatives are cooperative efforts in which CCDC will rely on partners to accomplish or see through. On many of these initiatives, CCDC will not be the lead agency. Once Inter-agency initiatives are completed, many of the State Street Framework plans for public improvements can be implemented. **Table 10** identifies each interagency initiative identified with the Framework Plan with lead and supporting agencies identified for each project. Unfunded projects are also included but would be dependent on other funding sources or partnerships yet to be determined

TABLE 10: INTER-AGENCY INITIATIVES

ITEM	INITIATIVE	PRIORITY	<u>LEAD</u> / PARTNER
1	Establish an inter-agency agreement between ACHD, CCDC and the City of Boise for the use of tax-increment revenue for transportation elements.	Immediate	CCDC / ACHD / Boise City
2	Adopt streetscape standards into Boise City design guidelines and to incorporate streetscape typologies for the State Street District.	Immediate	PDS-PLN / ACHD / ITD / CCDC
3	Establish cross section standards for State Street, including non-motorized facilities and ACHD defined non-transportation elements (subject to cost share) to be implemented through public capital projects or development along the corridor.	Immediate	ACHD / ITD / PDS-PLN / Garden City / CCDC
4	Update CCDC's Participation Policy and Capital Improvement Planning Process to further encourage and prioritize developments that assist affordable housing the market is not creating, and a safe and comfortable multi-modal State Street corridor.	Immediate	CCDC / PDS-PLN
5	Develop CCDC participation program incentives for adaptive reuse, historic preservation and façade restoration to encourage the preservation and activation of National Register listed and eligible sites in the District.	Immediate	CCDC / PDS-HP / A&H / SHPO
6	Provide support for affordable housing that is dense, serves a mix of incomes, and provides diverse housing options by funding eligible public improvements, impact fees, financing, public improvements, and utility improvements as per existing Idaho state statutes.	Immediate / Ongoing	PDS - HCD / PDS-PLN / CCDC / Other Housing Agencies
7	Collaborate to achieve innovative, mixed use, mixed income development on existing ITD campus while respecting and preserving historic elements of the site.	Immediate / Ongoing	PDS-HCD / PDS-PLN / ITD / CCDC
8	Align partner agencies' long-range financial plans, five year capital improvement plans, and annual budgets so that the planned public improvements along State Street are coordinated and efficient with minimal disruption to the public.	Medium Priority	PDS / CCDC / ACHD / ITD / Others
9	Establish development standards that activate transit nodes with pedestrian level amenities and identify opportunities for connections to transit services that intersect State Street and other first and last mile alternatives.	High Priority	PDS-PLN / VRT / ACHD
10	Pursue efforts, plans and policies that preserve or replace existing affordable housing stock and avoid displacement of residents located within the State Street District, and provide funding for resident relocation when necessary.	High Priority	PDS-HCD / CCDC
11	Implement strategies and regulations that bolster existing retail along State Street, as well as a mix of uses, both horizontally and vertically disbursed (E.G. neighborhood branding, update design review standards, update C-2 zoning, or form-based code specific to this area, missing middle housing types transitioning from single family to multi-family and mixed use).	High Priority	PDS-PLN / CCDC
12	Finalize transit branding, necessary passenger facilities and roll-out for branded transit service on State Street.	Medium Priority	VRT / PDS-PLN / CCDC / ACHD
13	Coordinate with Boise School District to incorporate public space improvements into Boise School campuses within the District as appropriate.	Medium Priority	BSD / PDS-PLN / Parks / CCDC
14	Update City-owned IT conduit network master plan to service the development forecast in the State Street District.	Medium Priority	Щ
15	Pursue strategic land trades amongst public agencies as well as consider the acquisition of privately held properties to optimize development and economic development potential, provide support for development of affordable or income-restricted housing, improve the neighborhood and provide a diversity of housing options. Private properties are not currently identified but may be considered.	Medium Priority	PDS-PLN / CCDC / ACHD / Others
16	Coordinate canal and other off-street pathway improvements with the Boise Pathways Plan and encourage interpretation of related National Register eligible sites.	Ongoing	BPR / PDS-PLN / A&H / SHPO
17	Coordinate with Boise Parks and Arts & History to incorporate identified cultural resources into public spaces as appropriate, to provide linkages between public spaces and to identify other opportunities to enhance place making through the corridor's history.	Ongoing	BPR / A&H / SHPO / CCDC
18	Expand CityGo Transportation Demand Management (TDM) efforts to include developments along State Street corridor that encourage alternative transportation uses including non-motorized, transit and carsharing or car/vanpooling	Ongoing	VRT / CCDC / PDS-PLN

ACHD: Ada County Highway District, A&H: Boise City Arts & History Department, HCD: Boise City Housing & Community Development, Boise City, HPC: Boise City Historic Preservation, ITD: Idaho Transportation Department, Parks: Boise City Parks & Recreation Department, PDS: Boise City Current & Comprehensive Planning SHPO: State Historic Preservation Office



#### **PUBLIC IMPROVEMENTS**

Specific improvements around development nodes are identified as well as corridor-wide improvements are identified in Section 5. The project lists included in Section 5 and in the table below describe proposed improvements that have been prioritized in five-year increments for the State Street District and funded through the district during its 20-year lifespan. Project phasing assumes that funding is available over time, as determined through the financial feasibility analysis. Unfunded projects are still a priority but will require other funding or partnerships to be implemented through the Framework Plan.

#### **FUNDING STRATEGIES AND PROGRAMS**

There are a number of ways projects can be completed. CCDC, authorized by state statute, works in partnership with public and private entities to improve, develop and grow the economy within their urban renewal districts. The Framework Plan for the State Street District identifies projects and interagency partnerships, along with anticipated timing and when funding will be available. Potential strategies and programs are described below.

#### Participation Opportunities

Partnership opportunities are a critical component of implementing the Framework Plan. CCDC can enter into various development agreements with existing or future landowners within the urban renewal district. These agreements are created to meet the goals of CCDC and the public within the urban renewal district. These agreements are used by CCDC to realize certain plan objectives including:

- Enhancing livability of the surrounding area by making State Street a multimodal corridor;
- Supporting development that can provide services and housing and expanding the overall mix of uses along the corridor;
- Increasing bike and pedestrian connections to surrounding neighborhoods from State Street;
- Supporting pedestrian-scale development by adding lighting, sidewalks, street trees, or bus shelters to enhance the streetscape; and
- Developing common branding and identity elements for the corridor.
- Supporting and incentivizing mixed-income housing development that grows the supply of affordable and low-income housing along the corridor
- Encouraging preservation, rehabilitation, and adaptive re-use, including historic sites along the corridor where appropriate.

#### **Development Fees**

Private landowners may seek assistance from CCDC in paying impact fees and other development fees during the implementation of real property improvements. CCDC has the mechanism in place to assist owners and developers in offsetting the municipal fees associated with development.

#### Inter-Agency Initiatives

Interagency initiatives are identified in Table 10 (page 82). CCDC can support these agencies and stakeholders with the planning and design controls contained in the Framework Plan to ensure that present uses and any future development by public agencies conform to the requirements in the Framework Plan.

#### **Property Acquisition**

CCDC has the authority to acquire real and personal property in order to carry out their urban renewal district framework plans.

#### Real Property

CCDC may acquire any real property or interest in real property within an urban renewal district. In general, CCDC may determine which properties within the district are appropriate to acquire to implement the necessary public improvements. Methods of acquisition may be through voluntary or agreed upon gift, exchange, or purchase.

Acquisition of personal property is generally not a part of CCDC's implementation of any urban

renewal plan. However, from time to time, it may be necessary to acquire personal property as part of a real property acquisition in order to carry out the improvements outlined in the Framework Plan. When this occurs, CCDC purchases real property as a means of eliminating certain deteriorating or deteriorated structures in order to facilitate redevelopment of the property.

#### **Property Management**

CCDC has the authority to own personal and real property within an urban renewal district and also retains the right to manage the property. The agency has the ability to enter into lease and rental agreements of these properties pending any redevelopment of the property.

#### Relocation of Persons

As an urban renewal agency, CCDC has the ability to seek and receive federal funds for real estate acquisition and relocation. CCDC may undertake relocation activities for those persons entitled to benefit under federal law. Should it be necessary for displacement of residents within the district to implement public improvements, CCDC is obligated to compensate residents with reasonable moving expenses into decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to residents.

#### **Demolition and Clearance**

As necessary, CCDC has the authority to demolish and clear buildings, structures, and other improvements from any real property within



Building under construction.

the State Street District in order to carry out the purposes of the framework plan.

#### **Building and Site Preparation**

CCDC has the authority to prepare building sites within the district that they own. CCDC may provide for or undertake the installation or construction of streets, utilities, parks, pedestrian walkways, parking facilities, drainage facilities or other public improvements necessary to carry out the framework plan. Site preparation can include reclamation, remediation, or elimination of deteriorated conditions.

#### Property Disposition and Development

CCDC can acquire property within the district boundary and dispose of property through a variety of mechanisms. These mechanisms include sell, lease, lease/purchase, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust. Rights given to CCDC to influence development within the district tend to prevent further deterioration of property.

Development agreements established between CCDC and the property owner oversee and prevent these occurrences. All properties within the district sold or leased to public or private persons or entities for development are obligated to use the property for the purposes designated in the Framework



Plan. Time limits established by CCDC specify a reasonable period for the property owner/developer to carry out the improvements or purposes of the Framework Plan.

#### Rehabilitation and Conservation

CCDC may work to rehabilitate, renovate, and conserve any building or structure within the district. These efforts may be performed as a means of preparing the property for redevelopment and disposition. As the urban renewal agency, CCDC may also assist other property owners in the rehabilitation, and conservation of their properties through consultation, funding, or other assistance.

#### Participation with Private or Public Development

CCDC has the ability and mechanisms through state and federal law to participate in private or public development by lending or investing funds into projects. Federal funding sources used in public or private development include Community Development Block Grants (CDBG), Economic Development funding, and Small Business Administration funding. Through these programs, CCDC has the ability to assist with grants, loans, loan guarantees, interest supplements, technical assistance, and other forms of support. State and local funds collected through tax levy from the district are also allocated for use within the district. These funds can be used to implement public improvements.

#### **Funding Mechanisms**

CCDC holds the authority to finance the projects outlined in the Framework Plan with financial assistance. Assistance can come from local government, through state funding, through federal government funding or other public entities, interest income, agency bonds, donations, loans from private financial institutions, the lease or sale of agency owned property, public parking revenues, revenue allocation funds or any other available source public or private funding, including assistance from local taxing district or public entities. Other funding methods may also include advances, lines of credit, borrowing funds, and creating indebtedness in order to implement the Framework Plan.

The State Street Framework Plan identifies numerous capital improvement projects. The Feasibility Study prepared by SB Friedman identifies further funding information for the Framework Plan.



Center median pedestrian islands improve safety at crosswalks on busy streets.

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#### **AGENDA BILL**

Agenda	Subi	iect:
Agenda	Oub	CCL.

Approval of Urban Renewal Plan for the State Street District Urban Renewal Project and transmittal to Boise City Council for consideration and taxing districts for review

Date:

August 9, 2021

**Staff Contact:** 

Matt Edmond

**Attachments:** 

1. Resolution 1717

2. State Street District Urban Renewal Plan

#### **Action Requested:**

Adopt Resolution 1717 approving the Urban Renewal Plan for the State Street District Urban Renewal Project Area and forwarding to the Boise City Council for consideration and taxing districts for review.

#### **Background:**

CCDC and the City of Boise, as well as other partner agencies, have been working to form a new urban renewal district along State Street in order to foster compact, mixed-use, mixed-income development along the corridor that is supportive of and supported by high-quality transit, in accordance with the vision set forth in previous State Street planning documents. The resulting Urban Renewal Plan for the State Street District Urban Renewal Project (the "Plan") is attached hereto and meets the requirements set forth in Idaho Code § 50-2905. A summary of the requirements is described below as well as within Resolution 1717.

CCDC has been working with Moore Iacofano Goltsman, Inc (MIG); SB Friedman Development Advisors; and Quadrant Consulting, Inc. to develop the State Street Framework Plan, the Infrastructure Analysis and the State Street Urban Renewal District Feasibility Study (the "Economic Feasibility Study"). The goal of these documents is to inform the Plan, although only the Economic Feasibility Study will be an attachment to the Plan. These documents promote the goals and objectives of previously adopted plans and policies, principally Blueprint Boise and its adopted references.

#### **Economic Feasibility Study:**

An integral part of the Plan is the Economic Feasibility Study. The Economic Feasibility Study was completed by SB Friedman Development Advisors and meets the economic feasibility study plan requirement set forth in Idaho Code § 50-2905. The Economic Feasibility Study

comprises an informed development scenario which, in part, estimates revenues to be generated within the Project Area over its 20-year term should development occur as anticipated. The estimated revenues are based upon estimated levy rates, market data, COMPASS data, and industry and historic standards. At the same time, the Economic Feasibility Study reviews the costs required for the public improvements originally identified in the Infrastructure Analysis. The improvements included in the Infrastructure Analysis support CCDC's five strategies—Economic Development, Infrastructure, Mobility, Place Making, and Special Projects. These estimated project improvement costs were provided with the assistance of Quadrant Consulting, Inc. and are detailed and prioritized in Appendix IV: District Costs by Quarter. The priority of the identified projects may change throughout the Project Area's term as a result of availability of funds and to maximize development opportunities as they occur, but they are currently prioritized by 5-year quarters. The public improvement costs are aligned with the estimated revenues over the Plan term in a manner that is reasonable and financially feasible. The Economic Feasibility Study assumes project costs paid out of property tax increment cash flow in the first 5-year quarter, followed by three bond issuances - one in each of the subsequent 5-year quarters of the 20-year Plan term. The list of public improvements includes a small number of "unfunded" public improvements which could be paid for if Project Area revenues over-perform relative to forecasts, if additional funding sources are leveraged, or if Agency prioritization of projects is revised.

**Urban Renewal Plan Statutory Requirements:** Idaho Code § 50-2905 requires the following items to be included:

- 1. A statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality (Section 502.3);
- A statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area. (Section 301 and a project list is included in Appendix IV of Attachment 5 (Economic Feasibility Study));
- 3. An economic feasibility study. (This study included as Attachment 5);
- 4. A detailed list of estimated project costs. (This list is included in Appendix IV of Attachment 5 (Economic Feasibility Study));
- A fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property on the revenue allocation area (Section 502.8 and Attachment 5 (Economic Feasibility Study));
- 6. A description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred (Section 500 and Attachment 5 (Economic Feasibility Study));
- 7. A termination date for the plan and the revenue allocation area as provided for in section 50-2903(20), Idaho Code. In determining the termination date, the plan shall recognize

- that the agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the urban renewal plan (Section 800); and
- 8. A description of the disposition or retention of any assets of the agency upon the termination date. Provided however, nothing herein shall prevent the agency from retaining assets or revenues generated from such assets as long as the agency shall have resources other than revenue allocation funds to operate and manage such assets (Section 800).

In addition to these items, the final Plan will include the following attachments:

- Boundary map of the Project Area (Attachment 1);
- Legal Description of the Project Area (Attachment 2);
- Description of any properties which may be acquired by the Agency (Attachment 3);
- Land Use Map (Attachment 4)
- Agricultural Operation Consents: To be included with the final Plan (Attachment 6)
- Inter-Agency Initiatives (Attachment 7)

#### **Urban Renewal Planning Process to date:**

May 13, 2019: CCDC Board approved Eligibility Study by Resolution for transmittal to

City Council

June 4, 2019: City Council approved Eligibility Study by Resolution and directed CCDC

to create a plan

**Dec 9, 2019:** CCDC Board update: State Street TOD Implementation Plan

**June 2020:** Project website goes live

Oct-Nov 2020: Virtual open house and project survey #1 (destinations, barriers,

suggested improvements)

**Dec 14, 2020:** CCDC Board update: Survey #1 findings and Market Assessment

**Feb 23, 2021:** Meeting with Boise School District

**Mar 2021:** Virtual open house and project survey #2 (prioritization)

Mar 15, 2021: Meeting with Collister Neighborhood Association (virtual)

Mar 16, 2021: Meeting with West End Neighborhood Association (virtual)

Mar 17, 2021: Presentation to ACHD Commission

April 12, 2021: CCDC Board update: Survey #2 findings

**April 13, 2021:** Meeting with Sunset Neighborhood Association (in person)

April 28, 2021: Meeting with Veterans Park Neighborhood Association (in person)

June 12, 2021: Meeting with Pierce Park Neighborhood Association (virtual)

June 14, 2021: CCDC Board update: Draft economic feasibility study and framework

diagrams

June 15, 2021: City Council update

**June 17, 2021:** Meeting with Northwest Neighborhood Association (in person)

**July 7, 2021:** Meeting with Boise School District

July 12, 2021: CCDC Board Update: Draft Framework Plan and Urban Renewal Plan

July 20, 2021: City Council update

#### **Summary of Public Outreach Findings:**

Focus on mixed-income, affordable housing, not luxury

- Preserve existing affordable housing. If affordable housing is displaced, provisions should be made for relocation of displaced households.
- Concerns over density, tall buildings, and traffic cutting through neighborhoods
- Install landscape buffers and separated pathways along State Street
- Promote mixed-use development with active ground floor uses.
- Create more public space, particularly green space and community space at neighborhood schools (Taft, Lowell)
- Preserve and promote existing businesses; new businesses should be neighborhoodoriented.

#### **Next Steps:**

The project team began the district planning process with the intent to complete it by the end of 2021, which would establish the base year as of January 1, 2021. The steps and dates outlined below meet the project timeline.

- a. If approved by CCDC, the Plan is transmitted to the City. Thereafter, notice of the City Council public hearing on the Plan is published in the *Idaho Statesman* and copies of the Plan, Agency Resolution adopting the Plan and notice of the public hearing are transmitted to all applicable taxing districts. The first publication and delivery of documents to the taxing districts are scheduled to occur no later than **September 10**, 2021, (with a second publication date of **September 24**, 2021), for a public hearing date of **October 12**, 2021.
- b. If approved by CCDC, the Plan must be submitted to Boise's Planning & Zoning Commission for review and determination of whether the Plan conforms with the City's Comprehensive Plan, Blueprint Boise. This is a specific determination that is outlined in Idaho Code § 50-2008(b). This is tentatively scheduled to occur at the regularly scheduled Planning and Zoning meeting on September 13, 2021.
- c. The City Council public hearing on the Plan is scheduled for October 12, 2021.
- **d.** The City Council considers the Ordinance approving the Plan. The first reading will occur the date of the public hearing on **October 12, 2021**; followed by the second reading on **October 19, 2021**; and the third reading and adoption on **October 26, 2021**.
- **e.** If adopted by the City Council, following adoption, the Ordinance Summary is published, the Ordinance, boundary map and legal description are recorded, and an additional transmittal occurs to County officials, State Tax Commission representatives, and the affected taxing districts. All of these actions must occur prior to **December 31, 2021**.

f. In accordance with Idaho Code Section 50-2908(2)(a)(iv), CCDC is in negotiations with ACHD for an agreement concerning the allocation of revenue allocation proceeds from the ACHD levy, and expects to have an agreement in place no later than September 1, 2022.

#### **Suggested Motion:**

I move to adopt Resolution 1717, approving the Urban Renewal Plan for the State Street District Urban Renewal Project and directing Agency staff to forward to the Boise City Council for future consideration and taxing districts for review.

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, RECOMMENDING AND ADOPTING THE URBAN RENEWAL PLAN FOR THE STATE STREET DISTRICT URBAN RENEWAL PROJECT, WHICH PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING AND DIRECTING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR TO TAKE APPROPRIATE ACTION; AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR AND SECRETARY OF THE AGENCY TO MAKE CERTAIN TECHNICAL CHANGES; PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project (annexation of the Old Boise Eastside Study Area and Several Minor Parcels) and Renamed River Myrtle-Old Boise Urban Renewal Project (the "River Myrtle-Old Boise Plan"), and following said public hearing, the City Council adopted its Ordinance No. 6362 on November 30, 2004, approving the River Myrtle-Old Boise Plan and making certain findings; and,

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the First Amendment to the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project and Renamed River Myrtle-Old Boise Urban Renewal Project (the "First Amendment to the River Myrtle-Old Boise Plan"), and following said public hearing, the City Council adopted its Ordinance No. 24-18 on July 24, 2018, approving the First Amendment to the River Myrtle-Old Boise Plan deannexing certain parcels from the existing revenue allocation area and making certain findings; and,

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

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan Westside Downtown Urban Renewal Project (the "First Amendment to the Westside Plan"), and following said public hearing, the City Council adopted its Ordinance 45-20 on December 1, 2020, annexing two (2) geographical areas adjacent and contiguous to the northern boundary of the Westside Project Area into the existing revenue allocation area and making certain findings; and.

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

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

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

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

WHEREAS, the River Myrtle-Old Boise Plan (as amended), the Westside Plan (as amended), the 30<sup>th</sup> Street Plan (as amended), the Shoreline District Plan, and the Gateway East District Plan and their project areas are collectively referred to as the "Existing Project Areas"; and.

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

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

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

WHEREAS, in 2018, the Agency authorized Leland Consulting Group to commence an eligibility study and preparation of an eligibility report of an area which is a generally linear corridor of parcels along State Street from Horseshoe Bend Road on the northwest to 27th Street on the east. The eligibility study area is commonly referred to as the State Street Study Area (the "Study Area"); and,

WHEREAS, the Agency obtained the State Street Study Area Urban Renewal Eligibility Report, dated May 2019 (the "Report"), which examined the Study Area, an area within the area of operation of the City, for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code §§ 50-2018(8), (9), and 50-2903(8); and.

WHEREAS, pursuant to Idaho Code §§ 50-2018(8), (9) and 50-2903(8), which define a deteriorating area and a deteriorated area, many of the conditions necessary to be present in such an area are found in the Study Area, to wit:

- a. the presence of a substantial number of deteriorated or deteriorating structures;
- b. predominance of defective or inadequate street layout;
- c. faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- d. diversity of ownership;
- e. insanitary or unsafe conditions;
- f. deterioration of site and other improvements; and
- g. existence of conditions which endanger life or property by fire and other causes; and,

WHEREAS, under the Act, a deteriorated area includes any area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. See, Idaho Code § 50-2903(8)(c); and,

WHEREAS, the Study Area includes parcels that could be considered open land or open area; and,

WHEREAS, Idaho Code Sections 50-2018(9), 50-2903(8) and 50-2008(d) list the additional conditions applicable to open areas, including open land areas to be acquired by the Agency, which are the same or similar to the conditions set forth in the definitions of "deteriorating area" and "deteriorated area;" and,

WHEREAS, the Study Area is not "predominantly open," however, such additional conditions regarding open areas are present and are found in the Study Area; and,

WHEREAS, the effects of the listed conditions cited in the Report result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare in its present condition or use; and,

WHEREAS, the Agency Board, on May 13, 2019, adopted Resolution No. 1587 accepting the Report and authorized the Agency Chair to transmit the Report to the City Council requesting its consideration for designation of an urban renewal area and requesting the City Council to direct the Agency to prepare an urban renewal plan for the Study Area, which plan may include a revenue allocation area as allowed by the Act; and,

WHEREAS, the City Council, by Resolution No. RES-228-19, dated June 4, 2019, declared the Study Area described in the Report to be a deteriorated area or a deteriorating area, or a combination thereof, as defined by Chapters 20 and 29 of Title 50, Idaho Code, as amended, that such area is appropriate for one or more urban renewal projects and directed the Agency to commence preparation of one or more urban renewal plans for the area designated; and.

WHEREAS, under the Law and Act, Idaho Code Sections 50-2018(9) and 50-2903(8)(f), the definition of a deteriorated area and a deteriorating area shall not apply to any agricultural operation, as defined in Idaho Code Section 22-4502(2), absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years; and,

WHEREAS, the Study Area includes parcels subject to such consent; and,

WHEREAS, any necessary consents have been obtained; and,

WHEREAS, the Agency has embarked on an urban renewal project referred to as the Urban Renewal Plan for the State Street District Urban Renewal Project (the "State Street District Plan") to redevelop a portion of the City, pursuant to the Law and the Act, as amended; and,

WHEREAS, the State Street District Plan proposes to create an urban renewal area commonly known as the State Street District Project Area, which area is shown on the "Boundary Map of State Street District Urban Renewal Project Area and Revenue Allocation Area" and described in the "Legal Description of State Street District Urban Renewal Project Area and Revenue Allocation Area," which are attached to the State Street Urban Renewal District Plan as Attachments 1 and 2 respectively; and,

WHEREAS, in order to implement the provisions of the Act and the Law either the Agency may prepare a plan, or any person, public or private, may submit such plan to the Agency; and,

WHEREAS, the Agency has prepared the proposed State Street District Plan for the area previously designated as eligible for urban renewal planning; and,

WHEREAS, the Act authorizes the Agency to adopt revenue allocation financing provisions as part of an urban renewal plan; and,

WHEREAS, the State Street District Plan also contains provisions of revenue allocation financing as allowed by the Act; and,

WHEREAS, in order to implement the provisions of the Act, the Agency shall prepare and adopt the State Street District Plan and submit the State Street District Plan and recommendation for approval thereof to the City; and,

WHEREAS, as required by the Act, the Agency has reviewed the information within the State Street District Plan concerning the use of revenue allocation funds and approved such information and considered the State Street District Plan at several Agency Board meetings in 2021, including at its meeting on August 9, 2021; and,

WHEREAS, the State Street District Plan will be tendered to the Planning and Zoning Commission and to the City Council for their consideration and review as required by the Law and the Act; and,

WHEREAS, under the Act, the State Street District Plan shall include with specificity the following: (1) a statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality; (2) a statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area; (3) an economic feasibility study; (4) a detailed list of estimated project costs; (5) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; and (6) a description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred; (7) a termination date for the plan and the revenue allocation area as provided for in Idaho Code § 50-2903(20); and (8) a description of the disposition or retention of any assets of the agency upon the termination date; and,

WHEREAS, it is necessary and in the best interests of the citizens of the City to recommend approval of the State Street District Plan and to adopt, as part of the State Street District Plan, revenue allocation financing provisions that will help finance urban renewal projects to be completed in accordance with the State Street District Plan in order to: (1) encourage private development in the urban renewal area; (2) prevent and arrest decay of the State Street District Project Area due to the inability of existing financing methods to provide needed public improvements; (3) encourage taxing districts to cooperate in the allocation of future tax revenues arising in the State Street District Project Area in order to facilitate the long-term growth of their common tax base; (4) encourage the long-term growth of their common tax base; (5) encourage private investment within the city; and (6) further the public purposes of the Agency; and,

WHEREAS, the Agency Board finds that the equalized assessed valuation of the taxable property in the revenue allocation area described in Attachments 1 and 2 of the State Street District Plan is likely to increase as a result of initiation of urban renewal projects in accordance with the State Street District Plan; and.

WHEREAS, under the Law and Act, any such plan should provide for: (1) a feasible method for the location of families who will be displaced from the urban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) the urban renewal plan should conform to the general plan of the municipality as a whole; (3) the urban renewal plan should give due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of the children residing in the general vicinity of the site covered by the plan; and (4) the urban renewal plan should afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise; and.

WHEREAS, if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality, or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in this act, because of defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area; and,

WHEREAS, the base assessment roll of the State Street District Project Area, together with the base assessment roll values of the Existing Project Areas cannot exceed ten percent (10%) of the current assessed values of all the taxable property in the City; and,

WHEREAS, the boundaries of the State Street District Project Area overlap the boundaries of the Ada County Highway District, which has the responsibility for the maintenance of roads and highways within the City. The Agency is currently negotiating an agreement with the Ada County Highway District pursuant to Idaho Code Section 50-2908(2)(a)(iv); and

WHEREAS, Agency staff and consultants recommend the Agency Board accept the State Street District Plan and forward it to the City Council; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and the public to formally adopt the State Street District Plan, as set forth in Exhibit 1 attached hereto, and to forward it to the Mayor and City Council, and recommend its adoption, subject to certain conditions.

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. It is hereby found and determined that the State Street District Project Area as defined in the State Street District Plan is a deteriorated area or a deteriorating area as defined in the Law and the Act and qualifies as an eligible urban renewal area under the Law.

Section 3. That the Agency specifically adopts the State Street District Plan along with any changes discussed at the August 9, 2021, Agency Board meeting, including but not limited to finalization of Attachments to the Plan, confirmation of levy rates, confirmation of the impacted taxing districts, updated list of projects, updated map or legal description and any

modifications to the financial analysis previously prepared by Agency Consultant, SB Friedman Development Advisors.

<u>Section 4</u>. That the Agency recommends that the State Street District Plan, a copy of which is attached hereto as Exhibit 1, and incorporated herein by reference, be adopted by the City, including those sections, modifications, or text discussed at the August 9, 2021, Agency Board meeting.

<u>Section 5</u>. That the required agricultural operation consents have been obtained by the Agency and attached as Attachment 6 to the State Street District Plan.

Section 6. That this Resolution constitutes the necessary action of the Agency under the Act, Idaho Code § 50-2905, recommending approval by the City and that the State Street District Plan includes with specificity the following: (1) a statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality; (2) a statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area; (3) an economic feasibility study; (4) a detailed list of estimated project costs; (5) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; and (6) a description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred; (7) a termination date for the plan and the revenue allocation area as provided for in Idaho Code § 50-2903(20); and (8) a description of the disposition or retention of any assets of the agency upon the termination date.

#### <u>Section 7</u>. It is hereby found and determined that:

- (a) The State Street District Plan gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement (recognizing the commercial components of the State Street District Plan and the need for public improvements), and shows consideration for the health, safety, and welfare of any residents or businesses in the general vicinity of the urban renewal area covered by the State Street District Plan.
- (b) The State Street District Plan affords maximum opportunity consistent with the sound needs of the City as a whole for the rehabilitation, development and redevelopment of the State Street District Project Area by private enterprises.
- (c) The State Street District Plan provides a feasible method for relocation of any displaced families residing within the State Street District Urban Renewal Project Area.
- (d) The State Street District Project Area contains potential open land areas, that the Agency may acquire any open land, that the State Street District Project Area is planned to be redeveloped in a manner that will include both residential and non-residential uses and that the "open land" criteria set forth in the Law and Act have been met.

- (e) The portion of the State Street District Project Area which is identified for residential uses is necessary and appropriate as there is a shortage of housing of sound standards and design which is decent, safe and sanitary in the City; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the City.
- (f) The portion of the State Street District Project Area which is identified for non-residential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns and the need for the correlation of this area with other areas of the City.
- (g) The base assessment roll of the State Street District Project Area, together with the base assessment roll values of the Existing Project Areas do not exceed ten percent (10%) of the current assessed values of all the taxable property in the City.
- (h) The State Street District Plan includes a revenue allocation provision and the Agency has determined that the equalized assessed valuation of the revenue allocation area will likely increase as the result of the initiation of an urban renewal project.

<u>Section 9.</u> That this Resolution constitutes the necessary action of the Agency under the Law, Section 50-2008, Idaho Code and the Act.

Section 10. The Chair, Vice-Chair, or Executive Director and the Secretary of the Agency are hereby authorized and directed to take all steps necessary and convenient to submit the proposed State Street District Plan for approval by the City Council, including but not limited to the preparation of the notice of public hearing on adoption of the revenue allocation financing provisions by the City and submittal of the State Street District Plan to the various taxing entities as required by Idaho Code § 50-2906.

<u>Section 11</u>. 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 August 9, 2021. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on August 9, 2021.

#### URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST:	BY:Ryan Woodings, Vice Chair	
BY:		

#### URBAN RENEWAL PLAN FOR THE STATE STREET DISTRICT URBAN RENEWAL PROJECT

### URBAN RENEWAL AGENCY OF BOISE CITY BOISE, IDAHO (also known as Capital City Development Corporation)

Ordinance N	lo
Adopted	
Effective	

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#### **Attachments**

Attachment 1	Boundary Map of State Street District Urban Renewal Project Area and Revenue Allocation Area
Attachment 2	Legal Description of State Street District Urban Renewal Project Area and Revenue Allocation Area
Attachment 3	Private Properties Which May be Acquired by the Agency
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#### 100 INTRODUCTION

This is the Urban Renewal Plan (the "Plan") for the State Street District Urban Renewal Project (the "Project") in the city of Boise (the "City"), county of Ada, state of Idaho. Attachments 1 through 7 attached hereto (collectively, the "Plan Attachments") are incorporated herein and shall be considered a part of this Plan.

The term "Project" is used herein to describe the overall activities defined in this Plan and conforms to the statutory definition of an urban renewal project. Reference is specifically made to Idaho Code Sections 50-2018(10) and 50-2903(13) for the various activities contemplated by the term "Project." Such activities include both private and public development of property within the urban renewal area. The State Street District Project Area is also referred to as the "Project Area" or the "Revenue Allocation Area."

This Plan was prepared by the Board of Commissioners (the "Agency Board") of the Urban Renewal Agency of Boise City, also known as Capital City Development Corporation (the "Agency"), its consultants, and staff, and reviewed and recommended by the Agency pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act"), and all applicable local laws and ordinances.

Idaho Code Section 50-2905 identifies what information the Plan must include with specificity as follows:

- (1) A statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality;
- (2) A statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area;
- (3) An economic feasibility study;
- (4) A detailed list of estimated project costs;
- (5) A fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property on the revenue allocation area;
- (6) A description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred;
- (7) A termination date for the plan and the revenue allocation area as provided for in Section 50-2903(20), Idaho Code. In determining the termination date, the plan shall recognize that the agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the urban renewal plan; and
- (8) A description of the disposition or retention of any assets of the agency upon the termination date. Provided however, nothing herein shall prevent the agency from retaining assets or revenues generated from such assets as long as the

agency shall have resources other than revenue allocation funds to operate and manage such assets.

This Plan includes the above information with specificity.

The proposed development and redevelopment of the Project Area as described in this Plan conforms to Blueprint Boise, the Comprehensive Plan of Boise City (the "Comprehensive Plan"), as may be amended from time to time, and adopted by the Boise City Council (the "City Council") on November 29, 2011 (Ordinance No. 4298). The Agency intends to rely heavily on any applicable City design standards which may cover all or part of the Project Area. Subject to the land use and zoning authority of the City, the Agency intends to rely heavily on any applicable design standards set forth in the State Street Framework Plan (the "State Street Framework") prepared by MIG and dated August 2021. The State Street Framework sets forth key design guidelines and principals, preferred infill development concepts, mobility concepts, open space concepts, and public utility/infrastructure framework concepts to guide redevelopment and development in the Project Area. The State Street Framework is not intended to be a regulatory document and does not supplant existing City master plans and policies. In implementation of this Plan and the improvements set forth on the public improvement project list or projects realized through the Agency's Participation Program and/or Capital Improvement Plan, the Agency will consider the design guidelines and principals as described in the State Street Framework. A modification to the State Street Framework is not a modification to this Plan.

The Agency will rely on the Inter-Agency Initiatives List, as described in the State Street Framework and as attached hereto as Attachment 7, to work collaboratively with other public entities to revise, amend, update or create policies to enable particular guidelines and principals to be successfully realized.

This Plan is subject to the Plan modification limitations and reporting requirements set forth in Idaho Code Section 50-2903A. Subject to limited exceptions as set forth in Idaho Code Section 50-2903A, if this Plan is modified by City Council ordinance, then the base value for the year immediately following the year in which modification occurs shall include the current year's equalized assessed value of the taxable property in the revenue allocation area, effectively eliminating the Agency's revenue stream.

A modification shall not be deemed to occur when "[t]here is a plan amendment to make technical or ministerial changes to a plan that does not involve an increase in the use of revenues allocated to the agency." Idaho Code Section 50-2903A(1)(a)(i). Annual adjustments as more specifically set forth in the Agency's annual budget will be required to account for more/less estimated revenue and project timing, including prioritization of projects. Any adjustments for these stated purposes are technical and ministerial and are not modifications under Idaho Code Section 50-2903A.

This Plan provides the Agency with powers, duties, and obligations to implement and further the program generally formulated in this Plan for the development, redevelopment, rehabilitation, and revitalization of the area within the boundaries of the Project Area. The Agency retains all powers allowed by the Law and Act. This Plan presents a process and a basic framework within which plan implementation, including contracts, agreements and ancillary documents will be presented and by which tools are provided to the Agency to fashion, develop, and proceed with plan implementation. The Plan has balanced the need for flexibility

over the twenty (20)-year timeframe of the Plan to implement the improvements identified in Attachment 5, with the need for specificity as required by Idaho Code Section 50-2905. The Plan narrative addresses the required elements of a plan set forth in Idaho Code Section 50-2905(1), (5), (7) and (8). Attachment 5, together with the Plan narrative, meet the specificity requirement for the required plan elements set forth in Idaho Code Section 50-2905(2)-(6), recognizing that actual Agency expenditures are prioritized each fiscal year during the required annual budgeting process.

Allowed projects are those activities which comply with the Law and the Act and meet the overall objectives of this Plan. The public-private relationship is crucial in the successful development and redevelopment of the Project Area. Typically, the public will fund enhanced public improvements like utilities, streets, and sidewalks which, in turn, create an attractive setting for adjacent private investment for a mix of uses including residential (single family residential, increased density, and affordable and/or workforce housing), commercial facilities, including office and retail, medical, educational, recreational, or institutional facilities and other community facilities.

The purpose of the Law and Act will be attained through the implementation of the Plan. The priorities of this Plan are:

- a. The installation and construction of public improvements, including new local and collector streets; improvements to existing roadways and intersections, including the installation of traffic signals; installation of curbs, gutters and streetscapes, which for purposes of this Plan, the term "streetscapes" includes sidewalks, multiuse pathways, lighting, landscaping, benches, bike racks, wayfinding, public art and similar amenities between the curb and right of way line; installation and/or improvements to fiber optic facilities; improvements to public utilities including water and sewer improvements, and fire protection systems; removal, burying, or relocation of overhead utilities; extension of electrical distribution lines and transformers; improvement of irrigation and drainage ditches and laterals; installation and construction of pathways, particularly along canals; and improvement of storm drainage facilities;
- b. The planning, design, construction and reconstruction of local roads to support access management;
- c. To support the long-term transit vision of the State Street corridor, including but not limited to the State Street Transit and Traffic Operations Plan, dated January 2011, the State Street Corridor Transit Oriented Development, dated June 2019, and the goals set forth in the Memorandum of Understanding (State Street/Idaho 44 Transit Corridor Implementation Coordination, dated January 2011, and as subsequently renewed in May 2017, by and between Ada County, Ada County Highway District (ACHD), the City, the Agency, the City of Eagle, the City of Garden City, Valley Regional Transit (VRT), Idaho Transportation Department (ITD), and Community Planning Association of Southwest Idaho (COMPASS);
- d. The strengthening of the economic base of the Project Area and the community by the installation of needed public improvements to stimulate new private development providing transportation and mobility improvements, greater housing density and diversity of housing stock, increased employment opportunities and economic growth;

- e. The provision of adequate land for open space, street rights-of-way and pedestrian rights-of-way, including pathways along the canals; improvements to parks and open space; and the installation of community amenities, such as sheltered picnic areas and/or outdoor classroom space at Lowell Elementary and/or Taft Elementary;
- f. The reconstruction and improvement of the State Street corridor, which is the only major east/west roadway north of the Boise River, to accommodate rapid transit facilities and the installation of transit stations along the corridor to allow traffic flows to move through the Project Area and support connectivity between the City of Eagle and Downtown Boise;
- g. To transition the State Street corridor into a series of walkable, mixed-use activity centers supportive of high-quality transit between the City of Eagle and Downtown Boise.
- h. In conjunction with the City, the establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project Area, including commitment of funds for planning studies, achieving high standards of development, and leveraging such development to achieve public objectives and efficient use of scarce resources;
- i. The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Project Area as a whole and benefiting the various taxing districts in which the urban renewal area is located:
- j. The preservation and/or restoration of historic and/or cultural assets as amenities;
- k. The acquisition of real property to support development and/or redevelopment initiatives consistent with the Law and Act; and
- I. The funding of necessary public infrastructure to accommodate both public and private development.

#### 101 General Procedures of the Agency

The Agency is a public body, corporate and politic, as defined and described under the Law and the Act. The Agency is also governed by its bylaws as authorized by the Law and adopted by the Agency. Under the Law, the Agency is governed by the Idaho open meeting law; the Public Records Act; the Ethics in Government Act of 2015, Chapters 1, 2 and 4 of Title 74, Idaho Code; reporting requirements pursuant to Idaho Code Sections 67-450B, 67-1076, 50-2903A and 50-2913; and the competitive bidding requirements under Chapter 28, Title 67, Idaho Code, as well as other procurement or other public improvement delivery methods.

Subject to limited exceptions, the Agency shall conduct all meetings in open session and allow meaningful public input as mandated by the issue considered or by any statutory or regulatory provision.

The Agency may adopt separate policy statements, including but not limited to the State Street Framework. Any modification to any policy statement is a technical or ministerial adjustment and is not a modification to this Plan under Idaho Code Section 50-2903A.

#### 102 Provisions Necessary to Meet State and Local Requirements: Conformance with Idaho Code Sections 50-2008 and 50-2906

Idaho law requires that the City Council, by resolution, must determine a geographic area be a deteriorated area or a deteriorating area, or a combination thereof, and designate such area as appropriate for an urban renewal project prior to preparation of an urban renewal plan. A consultant, Leland Consulting Group, was retained to study a proposed project area (the "Study Area") and prepare an eligibility report. The State Street Study Area Urban Renewal Eligibility Report (the "Report") was submitted to the Agency. The Agency accepted the Report by Agency Resolution No. 1587 on May 13, 2019, and thereafter submitted the Report to the City Council for its consideration.

The Study Area was deemed by the City Council to be a deteriorating area and/or a deteriorated area and therefore eligible for an urban renewal project by adoption of Resolution No. RES-228-19 on June 4, 2019. With the adoption of Resolution No. RES-228-19, the City Council declared the Study Area described in the Report to be a deteriorated area and/or a deteriorating area as defined by the Law and Act, and directed the Agency to commence preparation of an urban renewal plan.

Under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in Section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years.

In accordance with the Law and Act, the necessary agricultural operation consents were obtained from the owners of the agricultural operations within the Project Area for property that has been used as an agricultural operation within the last three (3) years. A copy of the agricultural operation consents are attached hereto as Attachment 6.

In addition to the discussions occurring at several Agency Board meetings in 2020 and 2021, as well as City Council work sessions, Agency staff met with neighborhood associations, property owners, taxing districts and other stakeholders in an effort to provide an opportunity for all to weigh in on the scope of the Plan and Project Area. In June 2020, the Agency established a website dedicated to planning efforts centered around the State Street corridor (<a href="www.ccdcstatestreet.com">www.ccdcstatestreet.com</a>). As part of the outreach effort, in 2020, a virtual open house was held including an opportunity to solicit comments through a survey, as well as open-ended responses. The findings of the public workshop are posted on <a href="https://www.ccdcstatestreet.com/process/">https://www.ccdcstatestreet.com/process/</a> and are publicly available. Further, in June 2021, two (2) community forums were hosted. Feedback from these community outreach efforts has significantly informed this Plan and assisted with prioritization of projects.

The Plan was prepared and submitted to the Agency for its review and approval	. The
Agency approved the Plan by the adoption of Agency Resolution No, on	
, and submitted the Plan to the City Council with its recommendation for	
adoption.	

[In accordance with the Law, this Plan was submitted to the Planning and Zoning Commission of the City. After consideration of the Plan, the Commission reported to the City Council that this Plan is in conformity with the City's Comprehensive Plan.]

Pursuai	nt to the Law and Act, t	the City Council having p	ublished due notice	thereof, a
public hearing	was held on this Plan.	Notice of the hearing wa	s duly published in t	he <i>Idaho</i>
Statesman, a n	ewspaper having gene	eral circulation in the City.	The City Council a	dopted this
Plan on		by Ordinance No		

#### 103 History and Current Conditions of the Area

As more specifically described in the Report, this Project Area is a generally linear 5.5-mile corridor of parcels extending along State Street from Horseshoe Bend Road on the northwest to 27th Street on the east and encompasses an estimated 577 acres, including 668 legal parcels with a mix of land uses. The Project Area¹ is entirely within Boise City limits and is centered around State Street, the only significant east-west thoroughfare north of the Boise River, which connects downtown Boise to the communities to the West, including, the cities of Garden City, Eagle, Star and Middleton. Growth along this major arterial corridor reflects an uneven transition from rural to urban, and planning efforts to strategize long-term growth can aid in protecting and integrating the diverse uses while making improvements to the transportation corridor. Timing is essential to protect the opportunity to optimize access management and transition this corridor to a much-needed rapid transit asset, which also contemplates significant improvements to safety to protect other users of the rights-of-way, such as pedestrians and cyclists, meaning improvements to local roads and pathways will be integral to updating the transportation system.

The Project Area includes mixed zoning for public, commercial and residential uses. Current uses may not be wholly consistent with zoning and/or the City's vision set forth in the Comprehensive Plan. Current conditions reflect land use diversity that includes rural homes and activities inter-mixed with newly constructed homes and neighborhood focused retail centers. More than half of the Project Area is devoted to commercial uses and/or vacant parcels zoned for commercial use, with residential uses being the next most significant land use category. The Project Area's largest single parcel is the 44.6-acre Idaho Transportation Department (ITD) headquarters, which as a publicly owned building does not contribute to the tax base. In its totality, the Project Area is reflective of the shifting urban geography of the City. The Report cites a number of deteriorating conditions existing within the Project Area, including a substantial number of deteriorating or deteriorated structures, widespread deterioration of site. the predominance of defective or inadequate street layout, faulty lot layout, conditions which endanger life or property by fire and other causes, insanitary and unsafe conditions and diversity of ownership. Together with deteriorating infrastructure, diversity of ownership represents a significant impediment to development. While ten land owners own approximately 1.5% of the overall parcel acreage, approximately 466 individual owners control the remaining parcels within the Project Area. This can create issues with necessary property assemblage to support economic development and/or housing opportunities. The foregoing conditions have arrested or impaired growth in the Project Area.

Types of improvements within the Project Area will focus on five (5) types: Mobility, Infrastructure, Place-Making, Economic Development and Special Projects. The Plan proposes

<sup>1</sup> The Project Area boundary differs slightly from the Study Area boundary to make adjustment for actual parcel lines and to ensure the Project Area boundary is entirely within the incorporated City.

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installation and improvements to rights-of-way (arterials, collectors, and local roads), pathways, landscape buffers, sidewalks, curbs, gutters, and other mobility infrastructure, such as transit stations, and public parking facilities; public infrastructure, including improvements to sewer and water infrastructure, power and fiber installation and/or upgrades; property acquisition to support economic development and housing opportunities, as well as to support place-making, such as festival streets and other publicly owned assets throughout the Project Area, as more specifically set forth in Attachment 5, creating the opportunity to revitalize the State Street corridor and to support transit and mobility infrastructure, as well as mixed-use residential and commercial development consistent with the City's Comprehensive Plan.

The ITD owned parcel is underdeveloped and is not being used to its highest and best use. A goal of this Plan is to support development opportunities of this site that will ultimately contribute significantly to the tax base.

The preparation and approval of an urban renewal plan, including a revenue allocation financing provision, gives the City additional resources to solve the transit, public infrastructure and development impediment issues in this area. Revenue allocation financing should help to improve the situation. This Plan will help to deliver development outcomes with significant public benefit which the market will not otherwise deliver on its own. In effect, property taxes generated by new developments within the Project Area may be used by the Agency to finance a variety of needed public improvements and facilities. Finally, some of the new developments may also support rapid transit opportunities to facilitate the moving of people into the City's downtown for employment purposes. Economic development opportunities may generate new jobs along the corridor and will increase the tax base, which in turn, could be a factor in lowering taxes, benefiting area residents long-term. These new developments could support a variety of housing opportunities with diverse rental and income ranges, which supports and adds to the fabric of the neighborhoods along the corridor.

It is unlikely individual developers or public partners will take on the prohibitive costs of constructing the necessary infrastructure in the Project Area without the ability of revenue allocation to help offset at least some of these costs. But for urban renewal and revenue allocation financing, the proposed public improvements to support revitalization of the State Street corridor would not occur.

#### 104 Purpose of Activities

Attachment 5 includes the public improvements lists identifying with specificity the proposed public improvements and projects contemplated in the Project Area. The description of activities, public improvements, and the estimated costs of those items are intended to create an outside limit of the Agency's activity. Due to the inherent difficulty in projecting future levy rates, future taxable value, and the future costs of construction, the Agency reserves the right to:

- a. Change funding amounts from one Project to another.
- b. Re-prioritize the Projects described in this Plan and the Plan Attachments.
- c. Retain flexibility in funding the various activities in order to best meet the Plan and the needs of the Project Area.

- d. Retain flexibility in determining whether to use the Agency's funds or funds generated by other sources.
- e. Alter the location of proposed improvements set forth in Attachment 5 to support development when it occurs. The information included in Attachment 5 describes a realistic siting of improvements recognizing it is difficult to project with any certainty where the improvements will be sited until any future projects submit plans to the City for design review and permitting.

The Agency intends to discuss and negotiate with any owner or developer of the parcels within the Project Area seeking Agency assistance during the duration of the Plan and Project Area. During such negotiation, the Agency will determine the eligibility of the activities sought for Agency funding, the amount the Agency may fund by way of percentage or other criteria including the need for such assistance. The Agency will also take into account the amount of revenue allocation proceeds estimated to be generated from the developer's activities. The Agency also reserves the right to establish, by way of policy, its funding percentage or participation, which would apply to all developers and owners and may prioritize certain projects or types of projects.

Throughout this Plan, there are references to Agency activities, Agency funding, and the acquisition, development, and contribution of public improvements. Such references do not necessarily constitute a full, final, and formal commitment by the Agency but, rather, grant to the Agency the discretion to participate as stated subject to achieving the objectives of this Plan and provided such activity is deemed eligible under the Law and the Act. The activities listed in Attachment 5 will be determined or prioritized as the overall Project Area develops and through the annual budget setting process.

The activities listed in Attachment 5 are also prioritized by way of importance and feasibility to the Agency by the amounts funded, and by quarter<sup>2</sup> of funding. As required by the Law and Act, the Agency will adopt more specific budgets annually. The projected timing of funding is primarily a function of the availability of market conditions and financial resources but is also strategic, considering the timing of private development partnership opportunities and the ability of certain strategic activities to stimulate development at given points in time within the planned 20-year period of the urban renewal district and revenue allocation area.

The Study (Attachment 5) has described a list of prioritized public improvements and other related activities with an estimated cost in 2021 dollars of approximately \$93,600,000.00<sup>3</sup>. This amount does not take into account inflationary factors, such as increasing construction costs, which would increase that figure depending on when the owner, developer and/or Agency is able to develop, construct or initiate those activities. The Study has concluded the capacity of revenue allocation funds through the term of the Plan based on the assumed development projects and assessed value increases will likely generate an estimated \$178,606,000.00 (undiscounted). The Study has further identified and described a list of unfunded partnerships, projects and public improvements in the total amount of \$21,500,000.00. The Agency reserves the discretion and flexibility to use revenue allocation proceeds in excess of the amounts predicted in the event higher increases in assessed values occur during the term of the Plan for

<sup>3</sup> The total District Project Costs, which includes the Feasible Capital Project Costs, Operation Costs and Other Financing Costs is estimated to be \$121,971,000.00.

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<sup>&</sup>lt;sup>2</sup> The Study divides the 20-year Plan period into four (4), five (5)-year periods, with the first quarter beginning in FY2023.

the improvements and activities identified. Additionally, the Agency reserves the discretion and flexibility to use other sources of funds unrelated to revenue allocation to assist in the funding of the improvements and activities identified.

## 105 Open Land Criteria

This Plan contemplates Agency acquisition of property within the Project Area, in part, to support economic development/demonstration projects and housing. The Project Area is not predominantly open and it does not include any agricultural zoning districts; however, the Project Area includes a few parcels that are vacant and/or transitioning agricultural operations that could meet the undefined "open land" intent requiring the area meet the conditions set forth in Idaho Code Section 50-2008(d). These conditions include defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, and faulty lot layout, all of which are included in one form or another in the definitions of deteriorated area or deteriorating area set forth in Idaho Code Sections 50-2018(8), (9) and 50-2903(8). The issues listed only in Idaho Code Section 50-2008(d)(4)(2) (the open land section) include economic disuse, unsuitable topography, and "the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area."

Open land areas qualify for Agency acquisition and development for residential uses if the City Council determines there is a shortage of housing of sound standards and design which is decent, safe and sanitary in the City, that the need for housing will be increased as a result of the clearance of deteriorated areas, that the conditions of blight in the area and the shortage of decent, safe and sanitary housing contributes to an increase in the spread of disease and crime and constitutes and menace to the public health, safety, morals, or welfare, and that the acquisition of the area for residential uses is an integral part of and essential to the program of the City. Due to the City's expected growth, the need for housing, including affordable and/or workforce housing, is significant and integral to a successful mixed-use Project Area. Further, the existing zoning designations in the Project Area allow for mixed-density residential, and the future land use map shows areas of projected increased residential density, including surrounding potential commercial projects.

Open land areas qualify for Agency acquisition and development for primarily nonresidential uses if acquisition is necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives if any of the deteriorating area conditions set forth in Idaho Code Sections 50-2018(8), (9) and 50-2903(8) apply. But such areas also qualify if any of the issues listed only in Idaho Code Section 50-2008(d)(4)(2) apply. The substantial number of deteriorating structures, a predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, existence of conditions which endanger life or property by fire and other causes, diversity of ownership, and economic disuse and unsuitable topography, are all conditions which delay or impair development of the open land areas and satisfy the open land conditions as more fully supported by the Report, which was prepared by Leland Consulting Group.

This Plan does anticipate Agency acquisition of property within the Project Area; however, the acquisition of specific parcels is unknown at this time. Should the Agency

determine the need to acquire property as further set forth in Attachment 3, then the open land areas qualify for Agency acquisition and development.

## 200 DESCRIPTION OF PROJECT AREA

The boundaries of the Project Area and the Revenue Allocation Area are shown on the Boundary Map of State Street District Urban Renewal Project Area and Revenue Allocation Area, attached hereto as Attachment 1 and incorporated herein by reference, and are described in the Legal Description of State Street District Urban Renewal Project Area and Revenue Allocation Area, attached hereto as Attachment 2 and incorporated herein by reference. For purposes of boundary descriptions and use of proceeds for payment of improvements, the boundary shall be deemed to extend to the outer boundary of rights-of-way or other natural boundary unless otherwise stated.

### 300 PROPOSED REDEVELOPMENT ACTIONS

### 301 General

The Agency proposes to eliminate and prevent the spread of deteriorating conditions and deterioration in the Project Area by employing a strategy to improve and develop public and private lands, to increase transportation and mobility options, and to grow the economy in the Project Area. Implementation of the strategy includes, but is not limited to the following actions:

- a. The engineering, design, installation, construction, and/or reconstruction of storm water management infrastructure to support compliance with federal, state and local regulations for storm water discharge and to support private development;
- b. The provision for participation by property owners and developers within the Project Area to achieve the objectives of this Plan;
- c. The engineering, design, installation, construction, and/or reconstruction of the transportation network within the Project Area, to further the objectives of the State Street Project Partners in establishing rapid transit, which includes construction of transit stations along the State Street corridor, as well as improvements to collector and local streets to support access management and complete multi-modal options to travel east-west north of the Boise River, as well as intersection improvements and traffic signals. This also could include the conversion of private streets to public rights-of-way to encourage the movement of traffic within the Project Area;
- d. The engineering, design, installation, construction and/or reconstruction of sidewalks and related pedestrian facilities, curb and gutter and streetscapes, which for purposes of this Plan, the term streetscapes includes sidewalks, lighting, landscaping, benches, signage, way-finding, bike racks, public art, and similar amenities between the curb and right-of-way line; and other public improvements, including multi-use pathways with landscape buffers and public open spaces;
- e. The engineering, design, installation, construction, and/or reconstruction of utilities including but not limited to improvements and upgrades to the water distribution system, including extension of the water distribution system, water

capacity improvements, water storage upgrades, sewer system improvements and upgrades, including extension of the sewer collection system, lift station, and improvements, and upgrades to power, gas, fiber optics, communications and other such facilities;

- f. The engineering, design, installation, construction, and/or reconstruction of public parking facilities, including structured parking facilities;
- g. Removal, burying, or relocation of overhead utilities; removal or relocation of underground utilities; extension of electrical distribution lines and transformers; improvement of irrigation and drainage ditches and laterals; undergrounding or piping of laterals; addition of fiber optic lines or other communication systems; public facilities, and other public improvements, including but not limited to, fire protection systems, floodway and flood zone mitigation; and other public improvements, that may be deemed appropriate by the Board;
- h. The acquisition of real property for public right-of-way and streetscape improvements, utility undergrounding, extension, upgrades, public parks and trails, pedestrian facilities, pathways and trails, recreational access points and to encourage and enhance housing affordability and housing diversity, enhance transportation and mobility options, decrease underutilized parcels and surface parking lots, create development opportunities consistent with the Plan, including but not limited to future disposition to qualified developers for qualified developments;
- The disposition of real property through a competitive process in accordance with this Plan, Idaho law, including Idaho Code Section 50-2011, and any disposition policies adopted by the Agency;
- j. The demolition or removal of certain buildings and/or improvements for public rights-of-way and streetscape improvements, pedestrian facilities, utility undergrounding extension, and upgrades, public parks and trails, public facilities, and to encourage and enhance housing affordability and housing diversity, enhance transportation and mobility options, decrease underutilized parcels and surface parking lots, to eliminate unhealthful, unsanitary, or unsafe conditions, eliminate obsolete or other uses detrimental to the public welfare or otherwise to remove or to prevent the spread of deteriorating or deteriorated conditions;
- k. The management of any property acquired by and under the ownership and control of the Agency;
- I. The development or redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan;
- m. The construction and financial support of infrastructure necessary for the provision of improved transit and alternative transportation;
- n. The engineering, design, installation, construction, and/or reconstruction of below ground infrastructure to support the construction of certain municipal buildings pursuant to Idaho Code § 50-2905A;

- o. The provision of financial and other assistance to encourage and attract business enterprise including but not limited to start-ups and microbusinesses, mid-sized companies and large-scale corporations;
- p. The provision of financial and other assistance to encourage greater density and a diverse mix of rental rates and housing options;
- q. The rehabilitation of structures and improvements by present owners, their successors, and the Agency;
- r. The preservation and/or restoration of historic and/or cultural assets as amenities, including but not limited to façade restoration;
- s. The preparation and assembly of adequate sites for the development and construction of facilities for mixed-use residential (including affordable and/or workforce housing when and if determined to be a public benefit), commercial, retail areas, cultural centers, transit facilities, medial facilities, and educational facilities;
- t. In collaboration with property owners and other stakeholders, working with the City to amend zoning regulations (if necessary) and standards and guidelines for the design of streetscape, festival streets, multi-use pathways, parks, plazas and open space and other like public spaces applicable to the Project Area as needed to support implementation of this Plan;
- u. In conjunction with the City, the establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project Area, including commitment of funds for planning studies, achieving high standards of development, and leveraging such development to achieve public objectives and efficient use of scarce resources;
- v. To the extent allowed by law, lend or invest federal funds to facilitate development and/or redevelopment;
- The provision for relocation assistance to displaced Project Area occupants, as required by law, or within the discretion of the Agency Board for displaced businesses;
- x. Agency and/or owner-developer construction, participation in the construction and/or management of public parking facilities and/or surface lots that support a desired level and form of development to enhance the vitality of the Project Area;
- y. The engineering, design, installation, construction, and/or reconstruction of multiuse pathways along and/or adjacent to canals;
- z. The engineering, design, installation, construction, and/or reconstruction of community-centric picnic and/or outdoor classroom facilities to be located on grounds of Taft Elementary and/or Lowell Elementary to support community after school programming and/or other community educational opportunities;

- aa. To collaborate with stakeholders as contemplated by the Inter-Agency Initiatives List as further set forth in Attachment 7:
- bb. Agency participation in the remediation of any brownfield or other environmental conditions present in the Project Area; and
- cc. Other related improvements to those set forth above as further set forth in Attachment 5.

In the accomplishment of these purposes and activities and in the implementation and furtherance of this Plan, the Agency is authorized to use all the powers provided in this Plan and all the powers now or hereafter permitted by Law and Act.

# 302 Urban Renewal Plan Objectives

Urban renewal activity is necessary in the Project Area to combat problems of physical deterioration or deteriorating conditions. As set forth in greater detail in Section 103, the Project Area has a history of stagnant growth and development compared to other areas of the City based on deteriorated or deteriorating conditions that have arrested or impaired growth in the Project Area primarily attributed to: a substantial number of deteriorating or deteriorated structures, widespread deterioration of site, underdeveloped properties; inadequate pedestrian and bicycle connectivity and mobility; the predominance of defective or inadequate street layout, faulty lot layout, conditions which endanger life or property by fire and other causes, insanitary and unsafe conditions, and diversity of ownership. The Plan for the Project Area is a proposal to work in partnership with public and private entities to improve, develop, and grow the economy within the Project Area by the implementation of a strategy and program set forth in Section 301.

The provisions of this Plan are applicable to all public and private property in the Project Area. The provisions of the Plan shall be interpreted and applied as objectives and goals, recognizing the need for flexibility in interpretation and implementation, while at the same time not in any way abdicating the rights and privileges of the property owners which are vested in the present and future zoning classifications of the properties. All development under an owner participation agreement shall conform to those standards specified in Section 303.1 of this Plan.

It is recognized that the Ada County Highway District has exclusive jurisdiction over all public street rights-of-way within the Project Area, except for state highways. Nothing in this Plan shall be construed to alter the powers of the Ada County Highway District pursuant to Title 40, Idaho Code.

This Plan must be practical in order to succeed. Particular attention has been paid to how it can be implemented, given the changing nature of market conditions. Transforming the Project Area into a vital, thriving part of the community requires an assertive strategy. The following list represents the key elements of that effort:

- a. [Alternative Transportation] Encourage private development that is supportive of and supported by transit, and improve conditions for walking, biking and transit through public investment in streets, utilities, public spaces, transit facilities, and other public infrastructure.
- b. [Mixed Use] Promote mixed-use residential, retail, commercial and office development along the corridor that is oriented toward and provides economic, educational,

recreational, and residential opportunities for surrounding neighborhoods. Agency plays a key role in creating the necessary momentum to get and keep things going.

- c. [Open Space] Secure and improve public open space and recreational facilities where needed.
- d. [Affordable Housing] Increase the supply of affordable and workforce housing along the State Street corridor.
- e. [Preservation] Encourage redevelopment strategies that employ historic preservation and adaptive reuse of culturally significant sites and structures where feasible.

Without direct public intervention, much of the Project Area could conceivably remain unchanged and in a deteriorated and/or deteriorating condition for the next twenty (20) years. The Plan creates the necessary flexible framework for the Project Area to support the City's economic development while complying with the "specificity" requirement set forth in Idaho Code Section 50-2905.

Land use in the Project Area will be modified to the extent that underutilized, underdeveloped, deteriorated, deteriorating and vacant land and land now devoted to uses inconsistent with the future land uses of the area will be converted to mixed-use, residential (including affordable and/or workforce housing), commercial areas, cultural centers, food halls, transit oriented development, including transit stops or stations, educational facilities, other public facilities and improvements, including but not limited to streets, streetscapes, water and sewer improvements, environmental and floodplain remediations/site preparation, public parking, community facilities, parks, pedestrian/bike paths and trails. The State Street Framework developed for the Project Area will guide the implementation of this Plan and the aspirational design components of improvements within the Project Area subject to the existing City codes and ordinances. In implementing the activities described in this Plan, the Agency shall give due consideration to the provision of adequate open space, park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of residents in the general vicinity of the Project Area covered by the Plan. Additional considerations include overall neighborhood improvements, special consideration for affordable and/or workforce housing option, the creative class, and transportation and mobility options.

## 303 Participation Opportunities and Agreements

## **303.1 Development Agreements**

The Agency shall enter into various development participation agreements with any existing or future owner of property in the Project Area, in the event the property owner receives assistance from the Agency in the development and/or redevelopment of the property. The term "owner participation agreement" or "participation agreement" is intended to include all participation agreements with a property owner, including reimbursement agreements, grant agreements or other participation agreements The Agency administers a formal participation program setting forth a transparent policy for Agency participation in redevelopment projects (the "Participation Program"). The Participation Program, as will be amended from time to time, aligns Agency resources with implementation of the Plan to improve, develop and grow the economy in the Project Area, resulting in a participation agreement with the property owners.

Collectively, these various participation agreements are referred to as the "Development Agreements."

Generally, these Development Agreements shall meet the conditions described below:

- Any such property within the Project Area shall be required to conform to applicable provisions, requirements, and regulations of this Plan. The Development Agreements may require as a condition of financial participation by the Agency a commitment by the property owner to meet the greater objectives of the land use elements identified in the Comprehensive Plan and applicable zoning ordinances and other requirements deemed appropriate and necessary by the Agency, including those set forth in the State Street Framework. Upon completion of any rehabilitation each structure must be safe and sound in all physical respects and be refurbished and altered to bring the property to an upgraded marketable condition that will continue throughout an estimated useful life for a minimum of twenty (20) years.
- All such buildings or portions of buildings which are to remain within the Project Area shall be rehabilitated or constructed in conformity with all applicable codes and ordinances of the City.
- Any new construction shall also conform to all applicable provisions, requirements, and regulations of this Plan, as well as, to all applicable codes and ordinances of the City.

All Development Agreements will address development timing, justification and eligibility of project costs, and achievement of the objectives of the Plan. The Agency shall retain its discretion in the funding level of its participation. Obligations under Development Agreements shall terminate no later than the termination date of this Plan, December 31, 2041. The Agency shall retain its discretion to negotiate an earlier date to accomplish all obligations under the Development Agreement.

In all Development Agreements, participants who retain real property shall be required to join in the recordation of such documents as may be necessary to make the provisions of this Plan applicable to their properties. Whether or not a participant enters into a Development Agreement with the Agency, the provisions of this Plan are applicable to all public and private property in the Project Area.

In the event a participant under a Development Agreement fails or refuses to rehabilitate, develop, use, and maintain its real property pursuant to this Plan and a Development Agreement, the real property or any interest therein may be acquired by the Agency in accordance with Section 305.1 of this Plan and sold or leased for rehabilitation or development in accordance with this Plan.

Development Agreements may be used to implement the following objectives:

- a. Encouraging property owners to revitalize and/or remediate deteriorated areas or deteriorating areas of their parcels to accelerate development in the Project Area.
- b. Subject to the limitations of the Law and the Act, providing incentives to property owners to encourage utilization and expansion of existing permitted uses during

the transition period to prevent a decline in the employment base and a proliferation of vacant and deteriorated parcels in the Project Area during the extended redevelopment of the Project Area.

- c. To accommodate improvements and expansions allowed by City regulations and generally consistent with the State Street Framework for the Project Area.
- d. Subject to the limitations of the Law and Act, providing incentives to improve nonconforming properties so they implement the design guidelines contained in this Plan to the extent possible and to encourage an orderly transition from nonconforming to conforming uses through the term of the Plan.
- e. Provide for advance funding by the developer/owner participant of those certain public improvements related to or needed for the private development and related to the construction of certain public improvements. In that event, the Agency will agree as set out in the Development Agreement to reimburse a portion of, or all of, the costs of public improvements identified in the Development Agreement from the revenue allocation generated by the private development. Though no specific advance funding by a developer/owner participant is shown in the cash analysis attachments, this Plan specifically allows for such an advance.

## 304 Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Project. The Agency shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency will seek the cooperation of all public bodies which own or intend to acquire property in the Project Area. All plans for development of property in the Project Area by a public body shall be subject to Agency approval, in the event the Agency is providing any financial assistance.

Subject to applicable authority, the Agency may impose on all public bodies the planning and design controls contained in this Plan to ensure that present uses and any future development by public bodies will conform to the requirements of this Plan; provided, however, the Ada County Highway District has exclusive jurisdiction over Ada County Highway District streets. The Agency is authorized to financially (and otherwise) assist any public entity in the cost of public land, buildings, facilities, structures, or other improvements of the Project Area as allowed by the Law and Act.

The Agency intends to cooperate to the extent allowable with the City and ACHD (or the Idaho Transportation Department), as the case may be, for the engineering, design, installation, construction, and/or reconstruction of public infrastructure improvements, including, but not limited to those improvements set forth in Section 301. The Agency shall also cooperate with the City and ACHD (or the Idaho Transportation Department) on various relocation, screening, or undergrounding projects and the providing of fiber optic capability. To the extent any public entity, including the City and/or ACHD, has funded certain improvements, the Agency may

reimburse those entities for those expenses. The Agency also intends to cooperate and seek available assistance from state, federal and other sources for economic development.

In the event the Agency is participating in the public development by way of financial incentive or otherwise, the public body shall enter into a Development Agreement with the Agency and then shall be bound by the Plan and other land use elements and shall conform to those standards specified in Section 303.1 of this Plan.

This Plan does not financially bind or obligate the City, Agency and/or any other public entity to any project or property acquisition; rather, for purposes of determining the economic feasibility of the Plan certain projects and expenditures have been estimated and included in the analysis. Agency revenue and the ability to fund reimbursement of eligible Project Costs is more specifically detailed in any Development Agreement and in the annual budget adopted by the Agency Board.

## 305 Property Acquisition

## 305.1 Real Property

Only as specifically authorized herein, the Agency may acquire, through the voluntary measures described below, but is not required to acquire, any real property located in the Project Area where it is determined that the property is needed for construction of public improvements, required to eliminate or mitigate the deteriorated or deteriorating conditions, to facilitate economic development, including acquisition of real property intended for disposition to qualified developers through a competitive process, and as otherwise allowed by law. The acquisition shall be by any means authorized by law, including, but not limited to, the Law, the Act, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, but shall not include the right to invoke eminent domain authority except as authorized herein. The Agency is authorized to acquire either the entire fee or any other interest in real property less than a fee, including structures and fixtures upon the real property, without acquiring the land upon which those structures and fixtures are located.

The Agency intends to acquire any real property through voluntary or consensual gift, devise, exchange, or purchase. Such acquisition of property may be for the development of the public improvements identified in this Plan. Acquisition of property may be for the assembly of properties for redevelopment to achieve Plan goals including public benefits such as affordable and/or workforce housing and public transit. Such properties may include properties owned by private parties or public entities. This Plan anticipates the Agency's use of its resources for property acquisition.

In the event the Agency identifies certain property which should be acquired to develop certain public improvements intended to be constructed under the provisions of this Plan, the Agency shall coordinate such property acquisition with any other public entity (e.g., without limitation, the City, the state of Idaho, or any of its authorized agencies), including the assistance of the Agency of funds to acquire said property either through a voluntary acquisition or the public entity's invoking of its eminent domain authority as limited by Idaho Code Section 7-701A.

The Agency is authorized by this Plan to acquire the properties identified in Attachment 3 hereto, including but not limited to property to be acquired for the extension or expansion of certain rights-of-way.

The Agency is authorized by this Plan and Idaho Code Sections 50-2010 and 50-2018(12) to acquire the properties identified in Attachment 3 hereto for the purposes set forth in this Plan. The Agency has identified its intent to acquire and/or participate in the development of certain public improvements, including, but not limited to those identified in Section 301 of the Plan and/or Attachment 5 hereto. Further, the Agency intends to acquire real property to facilitate commercial and/or economic development projects and/or high-density residential development by assembling and disposing of developable parcels. The Agency's property acquisition will result in remediating deteriorating conditions in the Project Area by facilitating the development of mixed-use, residential (including affordable and/or workforce housing), commercial and retail areas. The public improvements are intended to be dedicated to the City and/or other appropriate public entity, as the case may be, upon completion. The Agency reserves the right to determine which properties identified, if any, should be acquired. The open land areas qualify for Agency acquisition as further set forth in Section 105 of this Plan.

It is in the public interest and may be necessary, in order to eliminate the conditions requiring redevelopment and in order to execute this Plan, for the power of eminent domain to be employed by the Agency, or by the City with the Agency acting in an advisory capacity<sup>4</sup>, to acquire real property in the Project Area for the public improvements identified in this Plan, which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method.

Under the provisions of the Act, the urban renewal plan "shall be sufficiently complete to indicate such land acquisition, demolition, and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area." Idaho Code Section 50-2018(12). The Agency has generally described those properties by use as set out in Attachment 3 for acquisition for the construction of public improvements. The Agency may also acquire property for the purpose of developing streetscape and public utilities. The Agency reserves the right to determine which properties, if any, should be acquired.

### 305.2 Personal Property

Generally, personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means, including eminent domain for the purpose of developing the public improvements described in Section 305.1.

## 306 Property Management

During the time real property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment, and such rental or lease shall be pursuant to such policies as the Agency may adopt.

<sup>&</sup>lt;sup>4</sup> House Bill 1044, adopted by the Idaho Legislature during the 2021 Legislative Session limited Agency's ability to exercise eminent domain.

# 307 Relocation of Persons (Including Individuals and Families), Business Concerns, and Others Displaced by the Project

If the Agency receives federal funds for real estate acquisition and relocation, the Agency shall comply with 24 C.F.R. Part 42, implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The Agency reserves the right to extend benefits for relocation to those not otherwise entitled to relocation benefits as a matter of state law under the Act or the Law. The Agency may determine to use as a reference the relocation benefits and guidelines promulgated by the federal government, the state government, or local government, including the State Department of Transportation and the Ada County Highway District. The intent of this section is to allow the Agency sufficient flexibility to award relocation benefits on some rational basis, or by payment of some lump-sum per case basis. The Agency may also consider the analysis of replacement value for the compensation awarded to either owner occupants or businesses displaced by the Agency to achieve the objectives of this Plan. The Agency may adopt relocation guidelines which would define the extent of relocation assistance in non-federally-assisted projects and which relocation assistance to the greatest extent feasible would be uniform. The Agency shall also coordinate with the various local, state, or federal agencies concerning relocation assistance as may be warranted.

In the event the Agency's activities result in displacement of families, the Agency shall comply with, at a minimum, the standards set forth in the Law. The Agency shall also comply with all applicable state laws concerning relocation benefits and shall also coordinate with the various local, state, or federal agencies concerning relocation assistance.

### 308 Demolition, Clearance and Site Preparation

The Agency is authorized (but not required) to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Plan.

Further, the Agency is authorized (but not required) to prepare, or cause to be prepared, as building sites any real property in the Project Area owned by the Agency including site preparation and/or environmental remediation. In connection therewith, the Agency may cause, provide for, or undertake the installation or construction of streets, utilities, parks, pedestrian walkways, parking facilities, drainage facilities, and other public improvements necessary to carry out this Plan.

### 309 Property Disposition and Development

## 309.1 Disposition by the Agency

For the purposes of this Plan, the Agency is authorized to sell, lease, lease/purchase, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property under the reuse provisions set forth in Idaho law, including Idaho Code Section 50-2011 and pursuant to any disposition policies adopted by the Agency. To the extent permitted by law, the Agency is authorized to dispose of real property by negotiated lease, sale, or transfer without public bidding.

Real property acquired by the Agency may be conveyed by the Agency and, where beneficial to the Project Area, without charge to any public body as allowed by law. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan.

Air rights and subterranean rights may be disposed of for any permitted use within the Project Area boundaries.

## 309.2 Disposition and Development Agreements

To provide adequate safeguards to ensure that the provisions of this Plan will be carried out and to prevent the recurrence of deteriorating conditions, all real property sold, leased, or conveyed by the Agency is subject to the provisions of this Plan.

The Agency shall reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is carried out pursuant to this Plan.

Leases, lease/purchases, deeds, contracts, agreements, and declarations of restrictions of the Agency may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this Plan. Where appropriate, as determined by the Agency, such documents, or portions thereof, shall be recorded in the office of the Recorder of Ada County, Idaho.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon physical disability, race, color, creed, religion, sex, sexual orientation, gender identity/expression, marital status, age, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, disability/handicap, tenure, or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to a participation agreement shall be expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer of land in the Project Area shall contain such nondiscrimination and nonsegregation clauses as required by law.

As required by law or as determined in the Agency's discretion to be in the best interest of the Agency and the public, the following requirements and obligations shall be included in the disposition and development agreement.

That the developers, their successors, and assigns agree:

- a. That a detailed scope and schedule for the proposed development shall be submitted to and agreed upon by the Agency.
- b. That the purchase or lease of the land and/or subterranean rights and/or air rights is for the purpose of redevelopment and not for speculation.
- c. That the building of improvements will be commenced and completed as jointly scheduled and determined by the Agency and the developer(s).
- d. That the site and construction plans will be submitted to the Agency for review as to conformity with the provisions and purposes of this Plan.

- e. All new construction shall have a minimum estimated life of no less than twenty (20) years.
- f. That rehabilitation of any existing structure must assure that the structure is safe and sound in all physical respects and be refurbished and altered to bring the property to an upgraded marketable condition which will continue throughout an estimated useful life for a minimum of twenty (20) years.
- g. That the Agency receives adequate assurance acceptable to the Agency to ensure performance under the contract for sale.
- h. All such buildings or portions of the buildings which are to remain within the Project Area shall be reconstructed in conformity with all applicable codes and ordinances of the City.
- i. All disposition and development documents shall be governed by the provisions of Section 410 of this Plan.
- j. All other requirements and obligations as may be set forth in any participation policy established and/or amended by the Agency.

The Agency also reserves the right to determine the extent of its participation based upon the achievements of the objectives of this Plan. Obligations under any disposition and development agreement and deed covenants, except for covenants which run with the land beyond the termination date of this Plan, shall terminate no later than December 31, 2041. The Agency shall retain its discretion to negotiate an earlier date to accomplish all obligations under any disposition and development agreement.

## 309.3 Development by the Agency

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct public improvements within the Project Area for itself or for any public body or entity, which public improvements are or would be of benefit to the Project Area. Specifically, the Agency may pay for, install, or construct the public improvements authorized under Idaho Code Sections 50-2007, 50-2018(10) and (13), and 50-2903(9), (13), and (14), and as otherwise identified in Attachment 5, attached hereto and incorporated herein by reference, and may acquire or pay for the land required therefore.

Any public facility ultimately owned by the Agency shall be operated and managed in such a manner to preserve the public purpose nature of the facility. Any lease agreement with a private entity or management contract agreement shall include all necessary provisions sufficient to protect the public interest and public purpose.

The Agency may enter into contracts, leases, and agreements with the City, ACHD or other public body or private entity pursuant to this section, and the obligation of the Agency under such contract, lease, or agreement shall constitute an indebtedness of the Agency as described in Idaho Code Section 50-2909 which may be made payable out of the taxes levied in the Project Area and allocated to the Agency under Idaho Code Section 50-2908(2)(b) and Section 500 of this Plan or out of any other available funds.

## 310 Development Plans

All development plans (whether public or private) prepared, pursuant to disposition and development agreements or Development Agreements, shall be submitted to the Agency Board for approval and architectural review. All development in the Project Area must conform to those standards specified in Section 410. Additionally, development must be consistent with all City ordinances.

### 311 Personal Property Disposition

For purposes of this Plan, the Agency is authorized to lease, sell, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property which is acquired by the Agency.

# 312 [Reserved]

## 313 Participation with Others

Under the Law, the Agency has the authority to lend or invest funds obtained from the federal government for the purposes of the Law if allowable under federal laws or regulations. The federal funds that may be available to the Agency are governed by regulations promulgated by the Department of Housing and Urban Development for the Community Development Block Grant Program ("CDBG"), the Economic Development Administration, the Small Business Administration, or other federal agencies. In order to enhance such grants, the Agency's use of revenue allocation funds is critical.

Under those regulations the Agency may participate with the private sector in the development and financing of those private projects that will attain certain federal objectives

including the creation or redevelopment of affordable and/or workforce housing or transit improvements.

The Agency may, therefore, use the federal funds for the provision of assistance to private for-profit business, including, but not limited to, grants, loans, loan guarantees, interest supplements, technical assistance, and other forms to support, for any other activity necessary or appropriate to carry out an economic development project.

As allowed by law, the Agency may also use funds from any other sources or participate with the private or public sector with regard to any programs administered by the Idaho Department of Commerce for any purpose set forth under the Law or Act.

The Agency may enter into contracts, leases, and agreements with the City, ACHD, or other public body or private entity, pursuant to this section, and the obligation of the Agency under such contract, lease, or agreement shall constitute an indebtedness of the Agency as described in Idaho Code Section 50-2909 which may be made payable out of the taxes levied in the Project Area and allocated to the Agency under Idaho Code Section 50-2908(2)(b) and Section 500 of this Plan or out of any other available funds.

## 314 Conforming Owners

The Agency may, at the Agency's sole and absolute discretion, determine that certain real property within the Project Area presently meets the requirements of this Plan, and the owner of such property will be permitted to remain as a conforming owner without a Development Agreement with the Agency, provided such owner continues to operate, use, and maintain the real property within the requirements of this Plan.

## 315 Arts and Cultural Funding

The Agency may dedicate resources for the construction or purchase of facilities for the placement and maintenance of public art and arts projects may be selected and provided by the Agency, separately from any construction costs of developers. Though not required, the Agency Board generally makes selections of the works of art with assistance from the Boise City Arts Commission or the City of Boise's Department of Arts and History and may include review and approval of the City Council.

When possible, any Agency arts funding will be used to leverage additional contributions from developers, other private sources, and public or quasi-public entities for purposes of including public art within the streetscape projects identified in this Plan.

### 400 USES PERMITTED IN THE PROJECT AREA

## 401 Designated Land Uses

The Agency intends to rely upon the overall land use designations and zoning classifications of the City, as may be amended, and as depicted on Attachment 4 and as set forth in the City's Comprehensive Plan and within the Boise City Zoning Code, including the future land use map and zoning classifications, as may be amended. For the most part, the Project Area includes a mix of uses including mixed-use residential, commercial, retail and office development, as well as public and governmental uses. Provided, however, nothing

herein within this Plan shall be deemed to be granting any particular right to zoning classification or use.

## 402 [Reserved]

## 403 Public Rights-of-Way

The Project Area contains existing maintained public rights-of-way included within the boundaries, as set forth on Attachment 1. Any new roadways, including new collectors and/or local roads to be engineered, designed, installed and constructed in the Project Area, will be constructed in conjunction with any applicable policies and design standards of the City or Ada County Highway District (and State and Federal standards, as the case may be) regarding dedicated rights-of-way. Additional public streets, alleys, and easements may be created in the Project Area as needed for proper development, and other potential roadways generally described in Attachment 5.

Additional improvements to existing streets, alleys and easements may be created, improved, or extended in the Project Area as needed for development. Existing dirt roadways, streets, easements, and irrigation or drainage laterals or ditches may be abandoned, closed, or modified as necessary for proper development of the Project Area, in accordance with any applicable policies and standards of the Idaho Transportation Department, the City or the Ada County Highway District regarding changes to dedicated rights-of-way, and appropriate irrigation or drainage districts regarding changes to laterals or ditches.

Any development, maintenance and future changes in the existing interior or exterior street layout shall be in accordance with the objectives of this Plan and the standards of the City, the Ada County Highway District, or the Idaho Department of Transportation as may be applicable; and shall be effectuated in the manner prescribed by State and local law; and shall be guided by the following criteria:

- a. A balancing of the needs of proposed and potential new developments for adequate pedestrian and vehicular access (including cars, trucks, bicycles, scooters, etc.), vehicular parking, and delivery loading docks with the similar needs of any existing developments permitted to remain. Such balancing shall take into consideration the rights of existing owners and tenants under the rules for owner and tenant participation adopted by the Agency for the Project and any Development Agreements executed thereunder;
- b. The requirements imposed by such factors as topography, traffic safety, and aesthetics; and
- c. The potential need to serve not only the Project Area and new or existing developments, but to also serve areas outside the Project Area by providing convenient and efficient vehicular access and movement.

The public rights-of-way may be used for vehicular and/or pedestrian traffic, as well as for public improvements, public and private utilities, and activities typically found in public rights-of-way.

## 404 Other Public, Semi-Public, Institutional, and Nonprofit Uses

The Agency is also authorized to permit the maintenance, establishment, or enlargement of public, semi-public, institutional, or nonprofit uses, including park and recreational facilities; educational, fraternal, and employee facilities; philanthropic and charitable institutions; utilities; governmental facilities; railroad rights-of-way and equipment; and facilities of other similar associations or organizations. All such uses shall, to the extent possible, conform to the provisions of this Plan applicable to the uses in the specific area involved. The Agency may impose such other reasonable requirements and/or restrictions as may be necessary to protect the development and use of the Project Area.

### 405 Interim Uses

Pending the ultimate development of land by developers and participants, the Agency is authorized to use or permit the use of any land in the Project Area for interim uses that are not in conformity with the uses permitted in this Plan. However, any interim use must comply with applicable City Code or Ada County Code.

# 406 Development in the Project Area Subject to the Plan

All real property in the Project Area, under the provisions of either a disposition and development agreement or Development Agreement, is made subject to the controls and requirements of this Plan. No such real property shall be developed, rehabilitated, or otherwise changed after the date of the adoption of this Plan, except in conformance with the provisions of this Plan.

# 407 Construction Shall Comply with Applicable Federal, State, and Local Laws and Ordinances and Agency Development Standards

All construction in the Project Area shall comply with all applicable state laws, the City Code, as may be amended from time to time, and any applicable City Council ordinances pending codification, including but not limited to, regulations concerning the type, size, density and height of buildings; open space, landscaping, light, air, and privacy; the undergrounding of utilities; limitation or prohibition of development that is incompatible with the surrounding area by reason of appearance, traffic, smoke, glare, noise, odor, or similar factors; parcel subdivision; off-street loading and off-street parking requirements.

In addition to applicable codes, ordinances, or other requirements governing development in the Project Area, additional specific performance and development standards may be adopted by the Agency to control and direct redevelopment activities in the Project Area in the event of a disposition and development agreement or Development Agreement.

### 408 Minor Variations

Under exceptional circumstances, the Agency is authorized to allow a variation from the limits, restrictions, and controls established by this Plan. In order to allow such variation, the Agency must determine that:

a. The application of certain provisions of this Plan would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of this Plan;

- b. There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions, and controls;
- c. Allowing a variation will not be materially detrimental to the public welfare or injurious to property or improvements in the area; and
- d. Allowing a variation will not be contrary to the objectives of this Plan.

No variation shall be granted which changes a basic land use or which permits other than a minor departure from the provisions of this Plan. In allowing any such variation, the Agency shall impose such conditions as are necessary to protect the public peace, health, safety, or welfare and to assure compliance with the purposes of the Plan. Any variation allowed by the Agency hereunder shall not supersede any other approval required under City codes and ordinances and shall not be considered a modification to the Plan.

## 409 Nonconforming Uses

The Agency may permit an existing use to remain in an existing building and site usage in good condition, which use does not conform to the provisions of this Plan, provided that such use is generally compatible with existing and proposed developments and uses in the Project Area. The owner of such a property must be willing to enter into a Development Agreement and agree to the imposition of such reasonable restrictions as may be necessary to protect the development and use of the Project Area.

The Agency may authorize additions, alterations, repairs, or other improvements in the Project Area for uses which do not conform to the provisions of this Plan where such improvements are within a portion of the Project Area where, in the determination of the Agency, such improvements would be compatible with surrounding Project uses and development.

All nonconforming uses shall also comply with the City codes and ordinances.

410 Design Guidelines for Development under a Disposition and Development Agreement or Development Agreement

Within the limits, restrictions, and controls established in this Plan, the Agency is authorized to establish heights of buildings, density, land coverage, setback requirements, design criteria, traffic circulation, traffic access, and other development and design controls necessary for proper development of both private and public areas within the Project Area. Any development must also comply with the City's zoning ordinance regarding heights, setbacks, density, and other like standards.

In the case of property which is the subject of a disposition and development agreement or Development Agreement with the Agency, no new improvement shall be constructed, and no existing improvement shall be substantially modified, altered, repaired, or rehabilitated, except in accordance with this Plan. Under a disposition and development agreement or Development Agreement, the design guidelines and land use elements of the Plan shall be achieved to the greatest extent feasible, though the Agency retains the authority to grant minor variations under this Plan and subject to a negotiated agreement between the Agency and the developer or property owner.

Under those agreements, the architectural, landscape, and site plans shall be submitted to the Agency and approved in writing by the Agency. In such agreements, the Agency may impose additional design controls. One of the objectives of this Plan is to create an attractive pedestrian environment in the Project Area. Therefore, such plans shall give consideration to good design and amenities to enhance the aesthetic quality of the Project Area. The Agency shall find that any approved plans do comply with this Plan. The Agency reserves the right to impose such design standards on an ad hoc basis through the approval process of the Development Agreement or disposition and development agreement. Any change to such approved design must be consented to by the Agency and such consent may be conditioned upon reduction of Agency's financial participation towards the Project.

In the event the Agency adopts design standards or controls, those provision will thereafter apply to each site or portion thereof in the Project Area. These additional design standards or controls will be implemented through the provisions of any Development Agreement or disposition and development agreement. These controls are in addition to any standards and provisions of any applicable City building or zoning ordinances; provided, however, each and every development shall comply with all applicable City zoning and building ordinances.

### 500 METHODS OF FINANCING THE PROJECT

## 501 General Description of the Proposed Financing Method

The Agency is authorized to finance this Project with revenue allocation funds, financial assistance from the City (loans, grants, other financial assistance), state of Idaho, federal government or other public entities, interest income, developer advanced funds, donations, loans from private financial institutions (bonds, notes, line of credit), the lease or sale of Agency-owned property, public parking revenue, or any other available source, public or private, including assistance from any taxing district or any public entity.

The Agency is also authorized to obtain advances, lines of credit, borrow funds, and create indebtedness in carrying out this Plan. The Agency may also consider an inter-fund transfer from other urban renewal project areas. The principal and interest on such advances, funds, and indebtedness may be paid from any funds available to the Agency. The City, as it is

able, may also supply additional assistance through City loans and grants for various public improvements and facilities. The City or any other public agency, as properly budgeted and subject to any constitutional and/or statutory limitations, may expend money to assist the Agency in carrying out this Project.

As allowed by law and subject to restrictions as are imposed by law, the Agency is authorized to issue notes or bonds from time to time, if it deems appropriate to do so, in order to finance all or any part of the Project. Neither the members of the Agency nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.

### **502** Revenue Allocation Financing Provisions

The Agency hereby adopts revenue allocation financing provisions as authorized by the Act, effective retroactively to January 1, 2021. These revenue allocation provisions shall apply to all taxing districts which are located in or overlap the Revenue Allocation Area shown and described on Attachments 1 and 2 to this Plan. The Agency shall take all actions necessary or convenient to implement these revenue allocation financing provisions. The Agency specifically finds that the equalized assessed valuation of property within the Revenue Allocation Area is likely to increase as a result of the initiation of the Project.

The Agency, acting by one or more resolutions adopted by its Board, is hereby authorized to apply all or any portion of the revenues allocated to the Agency pursuant to the Act to pay as costs are incurred (pay-as-you-go) or to pledge all or any portion of such revenues to the repayment of any moneys borrowed, indebtedness incurred, or notes or bonds issued by the Agency to finance or to refinance the Project Costs (as defined in Idaho Code Section 50-2903(14)) of one or more urban renewal projects.

The Agency may consider a note or line of credit issued by a bank or lending institution premised upon revenue allocation funds generated by a substantial private development contemplated by the Study, as defined in Section 502.1, which would allow the Agency to more quickly fund the public improvements contemplated by this Plan. Likewise, a developer/owner advanced funding of certain eligible public infrastructure improvements to be reimbursed pursuant to a Development Agreement could achieve the same purpose.

Upon enactment of a City Council ordinance finally adopting these revenue allocation financing provisions and defining the Revenue Allocation Area described herein as part of the Plan, there shall hereby be created a special fund of the Agency into which the County Treasurer shall deposit allocated revenues as provided in Idaho Code Section 50-2908. The Agency shall use such funds solely in accordance with Idaho Code Section 50-2909 and solely for the purpose of providing funds to pay the Project Costs, including any incidental costs, of such urban renewal projects as the Agency may determine by resolution or resolutions of its Board.

A statement listing proposed public improvements and facilities, a schedule of improvements, an economic feasibility study, estimated project costs, fiscal impact upon other taxing districts, and methods of financing project costs required by Idaho Code Section 50-2905 is included in this Plan and in Attachment 5 to this Plan. This statement necessarily incorporates estimates and projections based on the Agency's and consultants' present knowledge and expectations. The Agency is hereby authorized to adjust the presently anticipated urban renewal projects and use of revenue allocation financing of the related Project Costs to effectuate the general objectives of the Plan in order to account for revenue inconsistencies,

market adjustments, future priorities, Participation Program applicants, and unknown future costs. Agency revenue and the ability to fund reimbursement of eligible Project Costs is more specifically detailed in the annual budget.

Revenues will continue to be allocated to the Agency until termination of the revenue allocation area as set forth in Section 800. Attachment 5 incorporates estimates and projections based on the Agency's and its consultants' present knowledge and expectations concerning the length of time to complete the improvements and estimated future revenues. The activity may take longer depending on the significance and timeliness of development. Alternatively, the activity may be completed earlier if revenue allocation proceeds are greater, or the Agency obtains additional funds from another source.

The revenue allocation proceeds are hereby irrevocably pledged for the payment of the principal and interest on the advance of monies or making of loans or the incurring of any indebtedness such as bonds, notes, and other obligations (whether funded, refunded, assumed, or otherwise) by the Agency to finance or refinance the Project in whole or in part, including reimbursement to any owner/developer for the cost of eligible public improvements pursuant to a Development Agreement.

The Agency is authorized to make such pledges as to specific advances, loans, and indebtedness as appropriate in carrying out the Project.

The Agency reserves the right to either pay for Project Costs from available revenue (pay-as-you-go basis) or borrow funds by incurring debt through notes or other obligations.

Revenue allocation proceeds are deemed to be only a part of the proposed funding sources for the payment of public improvements and other project improvements. Additionally, project funding is proposed to be phased for the improvements, allowing various sources of funds to be accumulated for use.

### 502.1 Economic Feasibility Study

Attachment 5 constitutes the Economic Feasibility Study (the "Study"), prepared by SB Friedman Development Advisors. The Study constitutes the financial analysis required by the Act and is based upon existing information from property owners, developers, the Agency, the City and others.

# 502.2 Assumptions and Conditions/Economic Feasibility Statement

The information contained in Attachment 5 assumes certain completed and projected actions. All debt is projected to be repaid no later than the duration period of the Plan. The total amount of bonded indebtedness (and all other loans or indebtedness), developer reimbursement and the amount of revenue generated by revenue allocation are dependent upon the extent and timing of private development. Should all of the development take place as projected, the project indebtedness could be extinguished earlier, dependent upon the bond sale documents or other legal obligations. Should private development take longer to materialize, or should the private development be substantially less than projected, then the amount of revenue generated will be substantially reduced and debt may continue for its full term.

The Plan and the Plan Attachments incorporate estimates and projections based on the Agency's and consultants' present knowledge and expectations. The Plan proposes certain public improvements as set forth in Attachment 5, which will facilitate development in the Revenue Allocation Area.

The assumptions set forth in the Study are based upon the best information available to the Agency and its consultants through public sources or discussions with property owners, developers, the City and others. The information has been analyzed by the Agency and its consultants in order to provide an analysis that meets the requirements set forth under the Law and Act. At the point in time when the Agency may seek a loan from lenders or others, a more detailed and then-current financial pro forma will be presented to those lenders or underwriters for analysis to determine the borrowing capacity of the Agency. As set forth herein, the Agency reserves the right to fund the Project on a "pay-as-you-go" basis. The Agency Board will prioritize the activities set forth in this Plan and determine what funds are available and what activities can be funded. The Agency will establish those priorities through its mandated annual budgetary process.

The list of public improvements, or activities within Attachment 5 are prioritized by way of importance to the Agency, by feasibility based on estimated revenues to be received, amounts funded, and by quarter of proposed funding. The projected timing of funding is primarily a function of the availability of financial resources and market conditions but is also strategic, considering the timing of anticipated or projected private development partnership opportunities and the ability of certain strategic activities to stimulate development at a given point in time within the duration of the Plan and Project Area.

The assumptions concerning revenue allocation proceeds are based upon certain anticipated or projected new developments, assessed value increases, and assumed tax levy rates as more specifically set forth in Attachment 5. In projecting new construction, the Study considered parcels identified as expected to develop over the life of the Project Area, communications with potential developers and City staff, and historical market absorption rates for commercial, retail and residential improvements.

The types of new construction expected in the Project Area are: mixed-use residential (including affordable and workforce housing), commercial and retail areas, including cultural centers, educational, medical, community or institutional facilities, food halls, transit oriented development including transit stops or stations, other public facilities and improvements, including but not limited to streets, streetscapes, water and sewer improvements, environmental remediation/site preparation, public parking, parks, pedestrian/bike paths and trails. The Project Area has potential for a significant increase in mixed-use, high-density residential, commercial and retail growth due to the location of the Project Area. However, without a method to construct the identified public improvements such as main water and sewer lines, street infrastructure, and pedestrian amenities, development is unlikely to occur in much of the Project Area.

The financial analysis set forth in Attachment 5 has taken into account and excluded levies that do not flow to the Agency consistent with Idaho Code Section 50-2908.

It is understood that application of certain exemptions, including the homeowner's exemption and Idaho Code Section 63-602K, which provides for personal property tax exemption to businesses may have the effect of reducing the increment value, which in turn reduces revenue.

#### 502.3 Ten Percent Limitation

Under the Act, the base assessed valuation for all revenue allocation areas cannot exceed gross/net ten percent (10%) of the current assessed taxable value for the entire City. According to the Ada County Assessor, the current non-equalized assessed taxable value for the City as of January 1, 2021,<sup>5</sup> less homeowners' exemptions, is \$37,390,512,102.00<sup>6</sup>. Therefore, the 10% limit is \$3,739,051,210.20.

The adjusted base assessed value of each of the existing revenue allocation areas as of January 1, 2021, is as follows:

River-Myrtle Old Boise District	\$120,600,500.00
30 <sup>th</sup> Street District	\$61,462,700.00
Westside District, as amended by the First Amendment	\$141,723,900.00
Shoreline District	\$117,185,600.00
Gateway District	\$375,858,900.00
State Street District	\$336,599,442.00

The adjusted base values for the combined revenue allocation areas and the estimated base value for the proposed Project Area, less homeowners' exemptions, is \$1,153,431,042.00, which is less than 10% of the City's 2021 (non-equalized) taxable value.

### **502.4 Financial Limitation**

The Study identifies a number of capital improvement projects. Use of any particular funding source for any particular purpose is not assured or identified. Use of the funding source shall be conditioned on any limitations set forth in the Law, the Act, by contract, or by other federal regulations. If revenue allocation funds are unavailable, then the Agency will need to use a different funding source for that improvement.

The amount of funds available to the Agency from revenue allocation financing is directly related to the assessed value of new improvements within the Revenue Allocation Area. Under the Act, the Agency is allowed the revenue allocation generated from inflationary increases and new development value. Increases have been assumed based upon the projected value of new development as that development occurs along with possible land reassessment based on a construction start.

The Study, with the various estimates and projections, constitutes an economic feasibility study. Costs and revenues are analyzed, and the analysis shows the need for public capital funds during the project. Multiple financing sources including proposed revenue allocation notes, bonds, annual revenue allocations, developer contributions, city contributions, interfund loan, property disposition and other funds are shown. This Study identifies the kind, number, and location of all proposed public works or improvements, a detailed list of estimated project costs, a description of the methods of financing illustrating project costs, and the time

<sup>&</sup>lt;sup>5</sup> Due to the timing of the assessment process and creation of this Plan, the 2021 (non-equalized) values have been used to establish compliance with the 10% limitation. Using the 2021 values, the total adjusted base value of the existing and proposed revenue allocation areas combined with the value of this Project Area are an estimated 3.1% of the total taxable value of the City.

<sup>&</sup>lt;sup>6</sup> Does not include personal property taxable value.

when related costs or monetary obligations are to be incurred.<sup>7</sup> Based on these funding sources, the conclusion is that the Project is feasible.

The Study has further identified and described a list of "unfunded" improvements in the total estimated amount of \$21,500,000.00. The Agency reserves the discretion and flexibility to use revenue allocation proceeds in excess of the amounts projected in the Study for the purpose of funding the additional identified projects and improvements. The projections in the Study are based on reasonable assumptions and existing market conditions. However, should the Project Area result in greater than anticipated revenues, the Agency specifically reserves the ability to fund the additional activities and projects identified on the unfunded improvement list. Further, the Agency reserves the discretion and flexibility to use other sources of funds unrelated to revenue allocation to assist in the funding of the improvements and activities identified, including but not limited to Development Agreements and disposition and development agreements. The Agency may also re-prioritize projects pursuant to market conditions, project timing, funding availability, etc., as more specifically detailed in the annual budget.

The proposed timing for the public improvements may have to be adjusted depending upon the availability of some of the funds and the Agency's ability to finance any portion of the Project. Any adjustment to Project timing or funding is technical or ministerial in nature and shall not be considered a modification of the Plan pursuant to Idaho Code Section 50-2903A.

Attachment 5 lists those public improvements the Agency intends to construct or fund through the term of the Plan. The costs of improvements are estimates only as it is impossible to know with any certainty what the costs of improvements will be in future years. There is general recognition that construction costs fluctuate and are impacted by future unknowns, such as, the cost of materials and laborers. Final costs will be determined by way of construction contract public bidding or by an agreement between the developer/owner and Agency. The listing of public improvements does not commit the Agency, City or other public entity, to any particular level of funding; rather, identification of the activity in the Plan allows the Agency to negotiate the terms of any reimbursement with the developer and/or the public entities. This Plan does not financially bind or obligate the Agency to any project or property acquisition; rather, for purposes of determining the economic feasibility of the Plan certain projects and expenditures have been estimated and included in the analysis. Agency revenue and the ability to fund reimbursement of eligible Project Costs is more specifically detailed in any participation agreement and in the annual budget adopted by the Agency Board. The proposed location and siting of the proposed public infrastructure and other improvement projects in the Project Area are generally described in Attachment 5 recognizing that the specific location of the projects will depend on the type and timing of development. The change in the location of the improvements shown in Attachment 5 does not constitute a modification to the Plan.

The Agency reserves its discretion and flexibility in deciding which improvements are more critical for development or redevelopment, and the Agency intends to coordinate its public improvements with associated development by private developers/owners. Where applicable, the Agency also intends to coordinate its participation in the public improvements with the receipt of certain grants or loans which may require the Agency's participation in some combination with the grant and loan funding.

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<sup>&</sup>lt;sup>7</sup> See Idaho Code § 50-2905.

Generally, the Agency expects to develop those improvements identified in Attachment 5 first, in conjunction with private development within the Project Area generating the increment as identified in Attachment 5.

The Plan has shown that the equalized valuation of the Revenue Allocation Area as defined in the Plan is likely to increase as a result of the initiation and completion of urban renewal projects pursuant to the Plan.

## **502.5** [Reserved]

# 502.6 Participation with Local Improvement Districts and/or Business Improvement Districts

Under the Idaho Local Improvement District ("LID") Code, Chapter 17, Title 50, Idaho Code, the City has the authority to establish local improvement districts for various public facilities, including, but not limited to, streets, curbs, gutters, sidewalks, storm drains, landscaping, and other like facilities. To the extent allowed by the Law and the Act, the Agency reserves the authority, but not the obligation, to participate in the funding of local improvement district facilities. This participation may include either direct funding to reduce the overall cost of the LID or to participate as an assessed entity to finance the LID project. Similarly, to the extent allowed by the Law and the Act, the Agency reserves the authority, but not the obligation, to participate in the funding of the purposes specified under the Business Improvement Districts, Chapter 26, Title 50, Idaho Code.

#### 502.7 Issuance of Debt and Debt Limitation

Any debt incurred by the Agency as allowed by the Law and Act shall be secured by revenues identified in the debt resolution or revenue allocation funds as allowed by the Act. All such debt shall be repaid within the duration of this Plan, except as may be authorized by law.

### 502.8 Impact on Other Taxing Districts and Levy Rate

An estimate of the overall impact of the revenue allocation project on each taxing district is shown in the Study through the new development projections set forth in Attachment 5.

The assessed value for each property in a revenue allocation area consists of a base value and an increment value. The base value is the assessed value as of January 1 of the year in which a revenue allocation area is approved by a municipality, with periodic adjustments allowed by Idaho law. The increment value is the difference between the adjusted base assessed value and current assessed taxable value in any given year while the property is in a revenue allocation area. Under Idaho Code Section 63-802, taxing entities are constrained in establishing levy rates by the amount each budget of each taxing district can increase on an annual basis<sup>8</sup>. Taxing entities submit proposed budgets to the County Board of Commissioners, which budgets are required to comply with the limitations set forth in Idaho Code Section 63-802. Therefore, with the exception of the Boise School District, the impact of revenue allocation on the taxing entities is more of a product of the imposition of Idaho Code Section 63-802, then the effect of urban renewal.

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<sup>8</sup> House Bill 389 passed during the 2021 Legislative Session, effective in significant part as of January 1, 2021, further limits a taxing entity's ability to increase the property tax portion of its budget. The Study has considered the impact of House Bill 389 on the Project's overall feasibility.

The County Board of Commissioners calculates the levy rate required to produce the proposed budget amount for each taxing entity using the assessed values which are subject to each taxing entity's levy rate. Assessed values in urban renewal districts which are subject to revenue allocation (incremental values) are not included in this calculation. The combined levy rate for the taxing entities is applied to the incremental property values in a revenue allocation area to determine the amount of property tax revenue which is allocated to an urban renewal agency. The property taxes generated by the base values in the urban renewal districts and by properties outside revenue allocation areas are distributed to the other taxing entities. Properties in revenue allocation areas are subject to the same levy rate as they would be outside a revenue allocation area. The difference is how the revenue is distributed. If the overall levy rate is less than assumed, the Agency will receive fewer funds from revenue allocation.

In addition, without the Revenue Allocation Area and its ability to pay for public improvements and public facilities, fewer substantial improvements within the Revenue Allocation Area would be expected during the term of the Plan; hence, there would be lower increases in assessed valuation to be used by the other taxing entities.

One result of new construction occurring outside the revenue allocation area (see Idaho Code §§ 63-802 and 63-301A) is the likely reduction of the levy rate as assessed values increase for property within each taxing entity's jurisdiction<sup>9</sup>. From and after December 31, 2006, Idaho Code Section 63-301A prohibits taxing entities from including, as part of the new construction roll, the increased value related to new construction within a revenue allocation area until the revenue allocation authority is terminated. Any new construction within the Project Area is not available for inclusion by the taxing entities to increase their budgets. Upon termination of this Plan and Project Area or deannexation of area, the taxing entities will be able to include a percentage<sup>10</sup> of the accumulated new construction roll value in setting the following year's budget and revenue pursuant to Idaho Code Sections 63-802 and 63-301A.

As the 2021 certified levy rates are not determined until late September or October 2021, for purposes of the Study, a forecasted 2021 levy rate was used, which was calculated by applying a factor to the 2020 certified levy rates. <sup>11</sup> Those taxing districts and certified 2020 levy rates are as follows: <sup>12</sup>

Taxing Districts	Levy Rates:
Ada County	.002149935
Ada County Ambulance	.000118422
City of Boise	004468876

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<sup>&</sup>lt;sup>9</sup> House Bill 389 amended Idaho Code Sections 63-802 and 63-301A limiting the value placed on the new construction roll and available to a taxing district for a budget capacity increase. This could result in lower levy rates over time.

<sup>&</sup>lt;sup>10</sup> Pursuant to House Bill 389, 80% of the total eligible increment value is added to the new construction roll.

<sup>&</sup>lt;sup>11</sup> Due to the timing of the taxing districts' budget and levy setting process, certification of the 2021 levy rates did not occur until this Plan had been prepared. In order to provide a basis to analyze the impact on the taxing entities, the 2020 levy rates are used as a starting point and a factor was applied to calculate a forecasted 2021 levy rate.

<sup>&</sup>lt;sup>12</sup> It is unclear how the personal property tax exemption set forth in Idaho Code Section 63-602KK, and as amended by House Bill 389, effective January 1, 2022, may impact the levy rate.

Boise Auditorium	0
Boise Independent School District #1	.003643227
College of Western Idaho	.000124266
ACHD	.000701539
SW Ada County Mosquito Abatement	.000021106
Dry Creek Cemetery	.000030529
Flood Control #10	.000105437
TOTAL <sup>13</sup>	0.011363337

House Bill 587, as amended in the Senate, effective July 1, 2020, amends Idaho Code Section 50-2908 altering the allocation of revenue allocation funds to the Agency from the Ada County Highway District levy<sup>14</sup>. This amendment will apply to this Project Area and provides: "[i]n the case of a revenue allocation area first formed or expanded to include the property on or after July 1, 2020, all taxes levied by any highway district, unless the local governing body that created the revenue allocation area has responsibility for the maintenance of roads or highways" will be allocated to the applicable highway district, which in this case is the Ada County Highway District.

However, amended Idaho Code Section 50-2908 further provides the highway district and Agency may enter into an agreement for a different allocation. A copy of any agreement is required to be submitted to the Idaho State Tax Commission and to the Ada County Clerk by the Ada County Highway District as soon as practicable after the parties have entered into the agreement and by no later than September 1 of the year in which the agreement takes effect. The Plan includes significant transportation elements, and the Agency intends to work with the Ada County Highway District to enter into an agreement allowing the Agency to retain the revenues from the highway district levies.

The Study has made certain assumptions concerning the levy rate. The forecasted 2021 levy rate of .01130 is estimated to be lower than the combined 2020 certified levy rate to adjust for the impact of House Bill 389, which limits local budget growth, as well as considering the rapidly increasing property values. As the actual impact of the property value fluctuations on the levy rate is unknown, the Study assumes the levy rate will decrease annually, with the most significant decreases occurring from 2022 through 2025. The 2041 levy rate is estimated to be .00641. If the overall levy rate is less than projected, or if expected development fails to occur as estimated, the Agency shall receive fewer funds from revenue allocation.

Pursuant to Idaho Code Section 50-2908, the Agency is not entitled to revenue allocation proceeds from certain levy increases which are allowed by either specific statutory authorization or approved by an election of the qualified electors of the particular taxing district. Therefore, for any levy election, the Agency will not receive revenue allocation funds which would have been generated by imposing that levy on the assessed valuation within the Project Area. The Study has taken this statute into account.

## 503 Phasing and Other Fund Sources

The Agency anticipates funding only a portion of the entire cost of the public improvements shown on Attachment 5. Other sources of funds may include City, and other

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<sup>&</sup>lt;sup>13</sup> Net of voter approved bonds and levies.

<sup>&</sup>lt;sup>14</sup> Senate Bill 1107, as amended in the Senate, effective July 1, 2021, made a corresponding amendment to Idaho Code Section 40-1415(3) to address the responsibility for funding certain urban renewal projects.

public entity partners, and developer participation. It is important to note this Plan does not financially bind or obligate the City, Agency and/or any other public entity to any project or property acquisition. The City and/or any other local government entity continues to be subject to statutory and constitutional budget and levy limitations. Agency and/or other public entity participation in any project shall be determined by the amount of revenue allocation funds generated and pursuant to the annual budgeting process.

## Lease Revenue, Parking Revenue, and Bonds

Under the Law (see Idaho Code § 50-2012), the Agency is authorized to issue revenue bonds to finance certain public improvements identified in the Plan. Under that type of financing, the public entity would pay the Agency a lease payment annually which provides certain funds to the Agency to retire the bond debt. Another variation of this type of financing is sometimes referred to as conduit financing, which provides a mechanism where the Agency uses its bonding authority for the Project, with the end user making payments to the Agency to retire the bond debt. These sources of revenues are not related to revenue allocation funds and are not particularly noted in the Study, because of the "pass through" aspects of the financing. Under the Act, the economic feasibility study focuses on the revenue allocation aspects of the Agency's financial model.

These financing models typically are for a longer period of time than the 20-year period set forth in the Act. However, these financing models do not involve revenue allocation funds, but rather funds from the end users which provide a funding source for the Agency to continue to own and operate the facility beyond the term of the Plan as allowed by Idaho Code Section 50-2905(8) as those resources involve funds not related to revenue allocation funds.

# 505 Membership Dues and Support of Community Economic Development

The Act is premised upon economic development being a valid public purpose. To the extent allowed by the Law and the Act, the Agency reserves the authority to use revenue allocation funds to contract with non-profit and charitable organizations established for the purpose of supporting economic development and job creation. Additionally, the Agency reserves the authority to expend revenue allocation funds to join, participate and support non-profit organizations established to support Agency best practices and administration. The line item of CCDC URD Operations identified in the Study shall be deemed to include expenditures for the purposes described in this section as may be deemed appropriate during the annual budgetary process.

### 600 ACTIONS BY THE CITY AND OTHER PUBLIC ENTITIES

The City shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of this Plan and to prevent the recurrence or spread in the area of conditions causing deterioration. Actions by the City may include, but not be limited to, the following:

- Institution and completion of proceedings necessary for changes and improvements in private and publicly owned public utilities within or affecting the Project Area.
- b. Revision of zoning (if necessary) within the Project Area to permit the land uses and development authorized by this Plan.

- c. Imposition, wherever necessary, of appropriate controls within the limits of this Plan upon parcels in the Project Area to ensure their proper development and use.
- d. Provision for administrative enforcement of this Plan by the City after development. The City and the Agency may develop and provide for enforcement of a program for continued maintenance by owners of all real property, both public and private, within the Project Area throughout the duration of this Plan.
- e. Building Code enforcement.
- f. Performance of the above actions and of all other functions and services relating to public peace, health, safety, and physical development normally rendered in accordance with a schedule which will permit the redevelopment of the Project Area to be commenced and carried to completion without unnecessary delays.
- g. Institution and completion of proceedings necessary for the establishment of a local improvement district under Chapter 17, Title 50, Idaho Code, or a business improvement district.
- h. The undertaking and completing of any other proceedings necessary to carry out the Project.
- i. Administration of Community Development Block Grant funds that may be made available for this Project.
- j. Appropriate agreements with the Agency for administration, supporting services, funding sources, and the like.
- k. Joint funding of certain public improvements, including but not limited to those identified in this Plan and Attachment 5 to the Plan.
- I. Use of public entity labor, services, and materials for construction of the public improvements listed in this Plan.
- Transfer of real property or improvements upon Agency request.
- n. Assist with coordinating and implementing the public improvements in the Project Area identified in the Study, including implementation of the Inter-Agency Initiatives as set forth in Attachment 6.

The foregoing actions, if taken by the City, do not constitute any commitment for financial outlays by the City.

In addition to the above, other public entities shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of this Plan. Actions by the public entities shall include, but not be limited to those identified on the Inter-Agency Initiatives List, attached hereto as Attachment 6. The Inter-Agency

Initiatives List was developed with input from many other agencies, stakeholders, property owners and interested members of the public. The Inter-Agency Initiatives List serves as a guide for initiatives for agencies to coordinate on in order to implement components of the public improvements in the Project Area. The Inter-Agency Initiatives List was completed at a point in time and may be reprioritized or revised in order to meet future needs or priorities that are unknown. Any adjustment to Inter-Agency Initiatives List is technical or ministerial in nature and shall not be considered a modification of the Plan pursuant to Idaho Code § 50-2903A.

## 601 Maintenance of Public Improvements

The Agency has not identified any commitment or obligation for long-term maintenance of the public improvements identified. The Agency will need to address this issue with the appropriate entity, public or private, who has benefited from or is involved in the ongoing preservation of the public improvement. The Agency expects to dedicate public improvements to the City.

### 700 ENFORCEMENT

The administration and enforcement of this Plan, including the preparation and execution of any documents implementing this Plan, shall be performed by the Agency and/or the City.

## 800 DURATION OF THIS PLAN, TERMINATION, AND ASSET REVIEW

Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan, shall be effective for twenty (20) years from the effective date of the Plan subject to modifications and/or extensions set forth in Idaho Code Section 50-2904. The revenue allocation authority will expire on December 31, 2041, except for any revenue allocation proceeds received in calendar year 2042, as contemplated by Idaho Code Section 50-2905(7). The Agency may use proceeds in 2042 to complete the projects set forth herein. As stated in the Plan, any disposition and development agreement or Development Agreement obligations will cease as of December 31, 2041.

Idaho Code Section 50-2903(5) provides the Agency shall adopt a resolution of intent to terminate the revenue allocation area by September 1. In order to provide sufficient notice of termination to the affected taxing districts to allow them to benefit from the increased budget capacity, the Agency will use its best efforts to provide notice of its intent to terminate this Plan and its revenue allocation authority by May 1, 2042, or if the Agency determines an earlier terminate date, then by May 1 of the early termination year:

a. When the Revenue Allocation Area plan budget estimates that all financial obligations have been provided for, the principal of and interest on such moneys, indebtedness, and bonds have been paid in full or when deposits in the special fund or funds created under this chapter are sufficient to pay such principal and interest as they come due, and to fund reserves, if any, or any other obligations of the Agency funded through revenue allocation proceeds shall be satisfied and the Agency has determined no additional project costs need be funded through revenue allocation financing, the allocation of revenues under Idaho Code Section 50-2908 shall thereupon cease; any moneys in such fund or funds in excess of the amount necessary to pay such principal and interest shall be

distributed to the affected taxing districts in which the Revenue Allocation Area is located in the same manner and proportion as the most recent distribution to the affected taxing districts of the taxes on the taxable property located within the Revenue Allocation Area; and the powers granted to the urban renewal agency under Idaho Code Section 50-2909 shall thereupon terminate.

- b. In determining the termination date, the Plan shall recognize that the Agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the Plan.
- For the fiscal year that immediately predates the termination date, the Agency C. shall adopt and publish a budget specifically for the projected revenues and expenses of the Plan and make a determination as to whether the Revenue Allocation Area can be terminated before January 1 of the termination year pursuant to the terms of Idaho Code Section 50-2909(4). In the event that the Agency determines that current tax year revenues are sufficient to cover all estimated expenses for the current year and all future years, by May 1, but in any event, no later than September 1, the Agency shall adopt a resolution advising and notifying the local governing body, the county auditor, and the State Tax Commission, recommending the adoption of an ordinance for termination of the Revenue Allocation Area by December 31 of the current year, and declaring a surplus to be distributed as described in Idaho Code Section 50-2909 should a surplus be determined to exist. The Agency shall cause the ordinance to be filed with the office of the county recorder and the Idaho State Tax Commission as provided in Idaho Code Section 63-215.

Upon termination of the revenue allocation authority of the Plan to the extent the Agency owns or possesses any assets, subject to the following paragraph, the Agency intends to dispose of any remaining assets by granting or conveying or dedicating such assets to the City, unless based on the nature of the asset, disposition to another public entity is more appropriate.

As allowed by Idaho Code Section 50-2905(8), the Agency may retain assets or revenues generated from such assets as long as the Agency shall have resources other than revenue allocation funds to operate and manage such assets. Similarly, facilities which provide a lease income stream to the Agency for full retirement of the facility debt will allow the Agency to meet debt services obligations and provide for the continued operation and management of the facility. For those assets which do not provide such resources or revenues, the Agency will likely convey such assets to the City, depending on the nature of the asset.

## 900 PROCEDURE FOR AMENDMENT OR MODIFICATION

To the extent there are any outstanding loans or obligations, this Plan should not be modified pursuant to the provisions set forth in Idaho Code Section 50-2903A. Modification of this Plan results in a reset of the base value for the year immediately following the year in which the modification occurred to include the current year's equalized assessed value of the taxable property in the revenue allocation area, effectively eliminating the Agency's revenue stream as more fully set forth in Idaho Code Section 50-2903A subject to certain limited exceptions contained therein. As more specifically identified above, the Agency's projections are based on estimated values, estimated levy rates, estimated future development, and estimated costs of future construction/improvements. Annual adjustments, as more specifically set forth in the Agency's annual budget, will be required to account for more/less estimated revenue and

prioritization of projects. Any adjustments for these stated purposes are technical and ministerial and are not deemed a modification under Idaho Code Section 50-2903A(1)(a)(i).

### 1000 SEVERABILITY

If any one or more of the provisions contained in this Plan to be performed on the part of the Agency shall be declared by any court of competent jurisdiction to be contrary to law, then such provision or provisions shall be null and void and shall be deemed separable from the remaining provisions in this Plan and shall in no way affect the validity of the other provisions of this Plan.

### 1100 ANNUAL REPORT AND OTHER REPORTING REQUIREMENTS

Under the Law, the Agency is required to file with the City, on or before March 31 of each year, a report of the Agency's activities for the preceding calendar year, which report shall include the financial data and audit reports required under sections 67-1075 and 67-1076, Idaho Code. This annual report shall be considered at a public meeting to report these findings and take comments from the public.

Additionally, the Agency must comply with certain other reporting requirements as set forth in Idaho Code Section 67-450E<sup>15</sup>, the local government registry portal, the tax commission plan repository, see Idaho Code § 50-2913, and the tax commission's plan modification annual attestation, see Idaho Code § 50-2903A. Failure to report the information requested under any of these statutes results in significant penalties, including loss of increment revenue, and the imposition of other compliance measures by the Ada County Board of County Commissioners.

## 1200 APPENDICES, ATTACHMENTS, EXHIBITS, TABLES

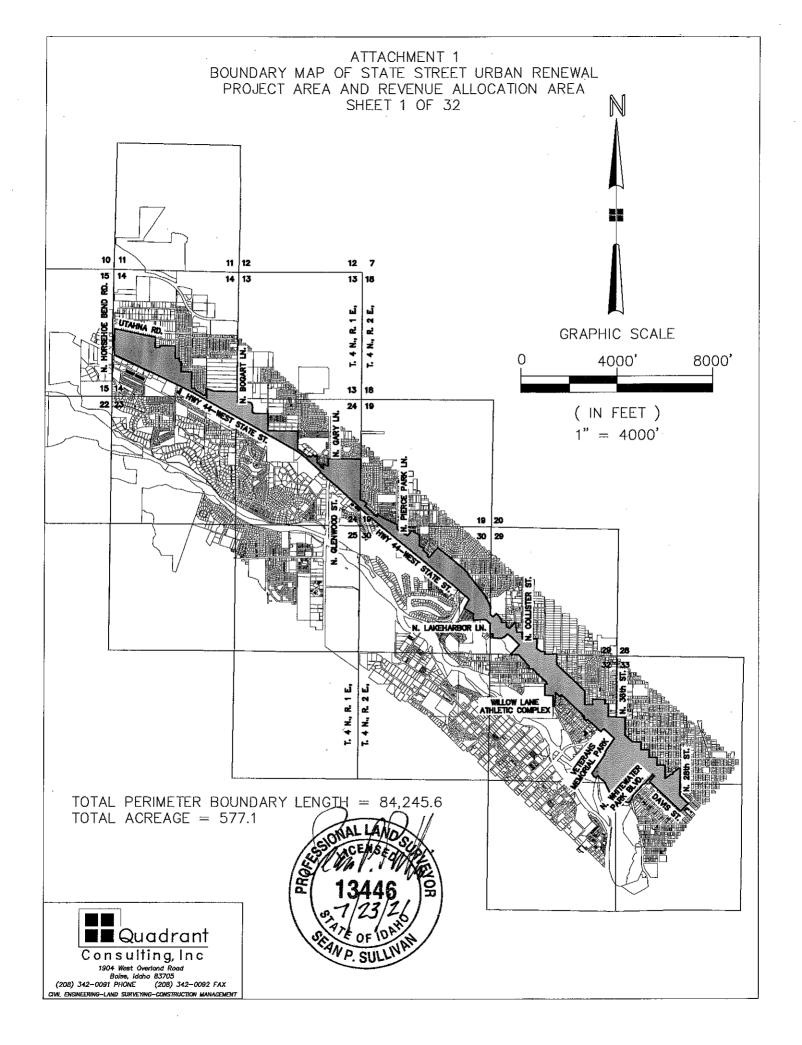
All attachments and tables referenced in this Plan are attached and incorporated herein by their reference. All other documents referenced in this Plan but not attached are incorporated by their reference as if set forth fully.

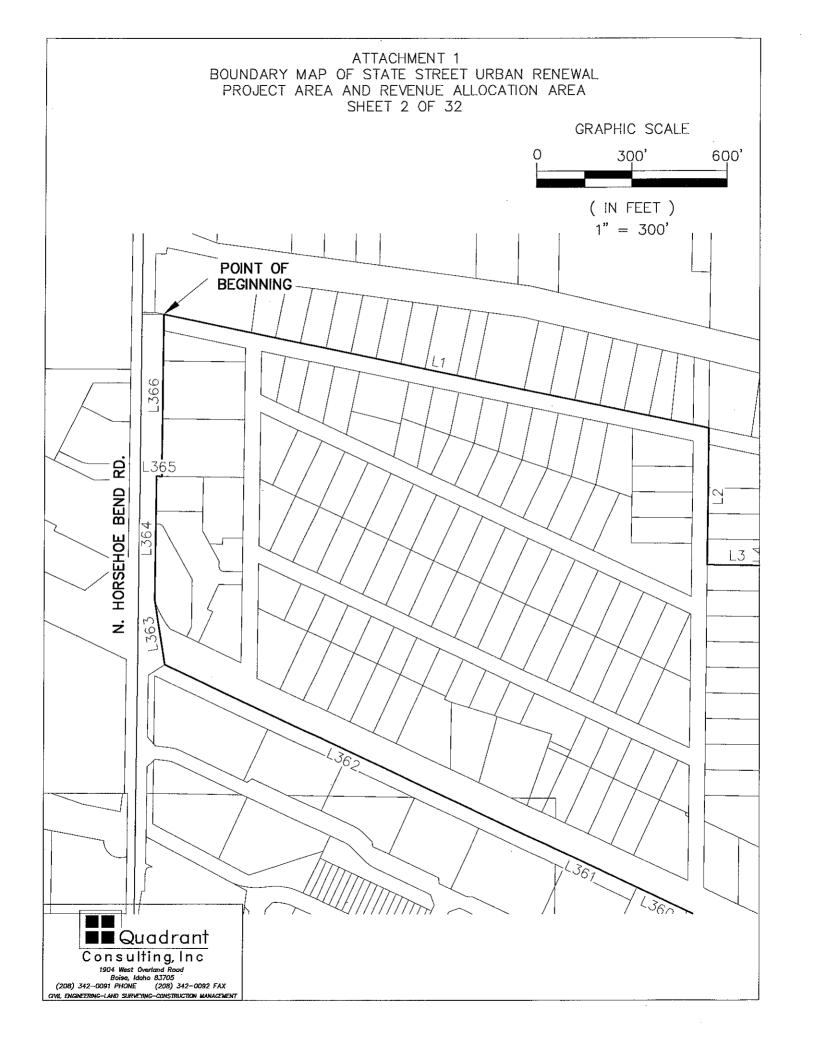
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<sup>&</sup>lt;sup>15</sup> House Bill 73, passed during the 2021 Legislative Session, significantly effective as of January 1, 2021, with the remaining sections in full force and effect on and after January 1, 2022, establishes a uniform accounting system for local governmental entities, including urban renewal agencies, which is to be administered by the State Controller. Going forward, Idaho Code Section 67-450E is amended to Idaho Code Section 67-1076.

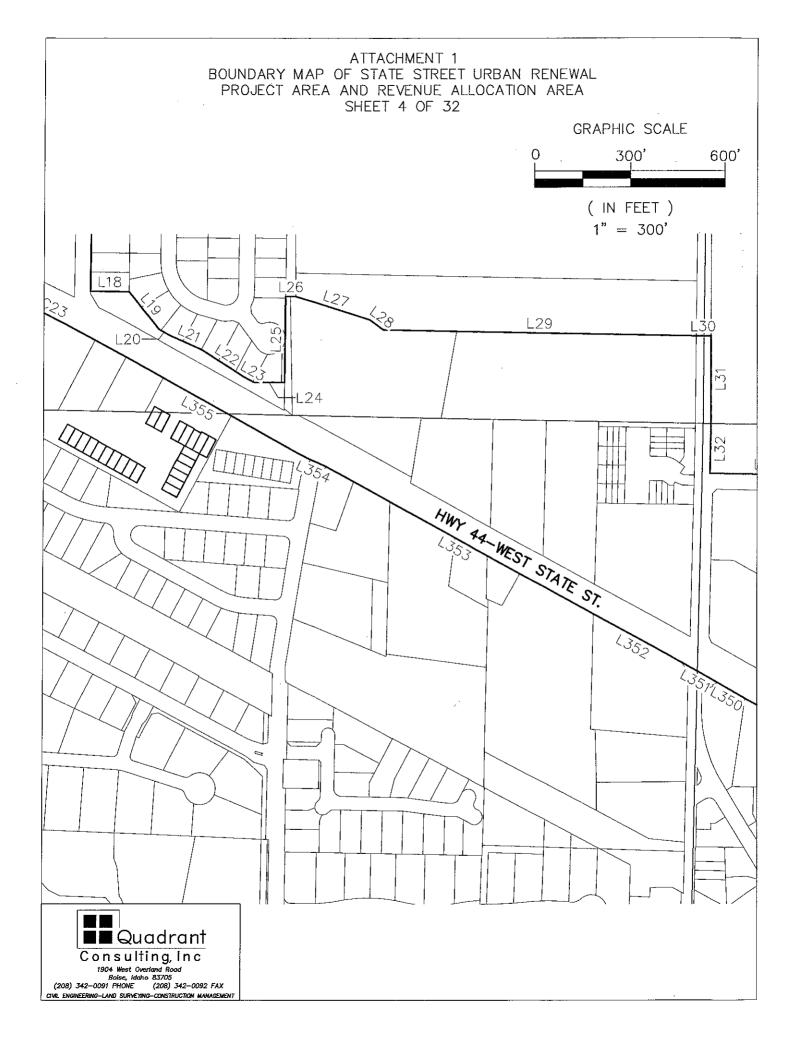
# Attachment 1

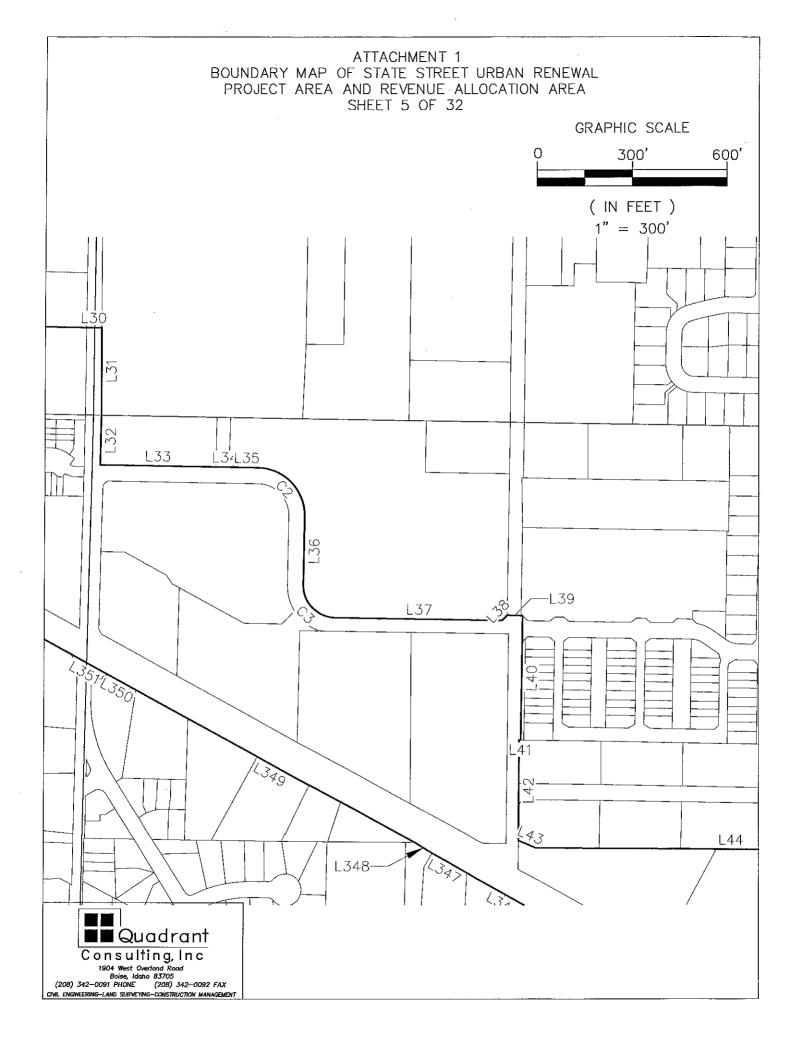
Boundary Map of State Street District Urban Renewal Project Area and Revenue Allocation Area

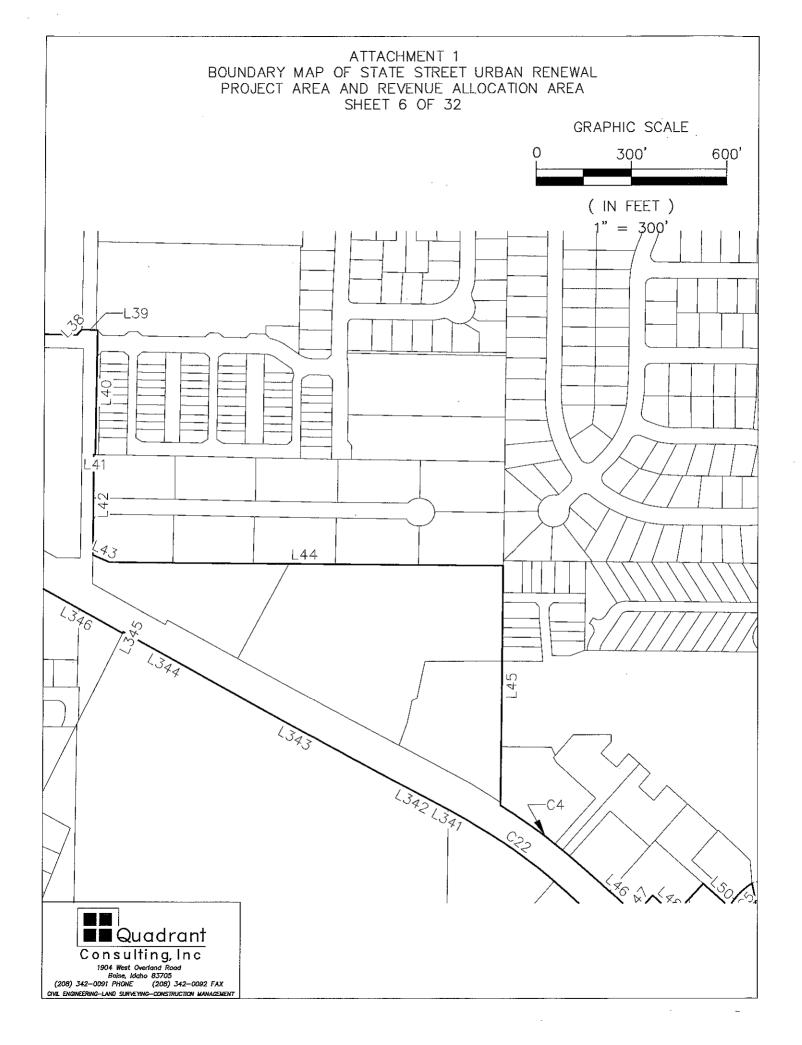


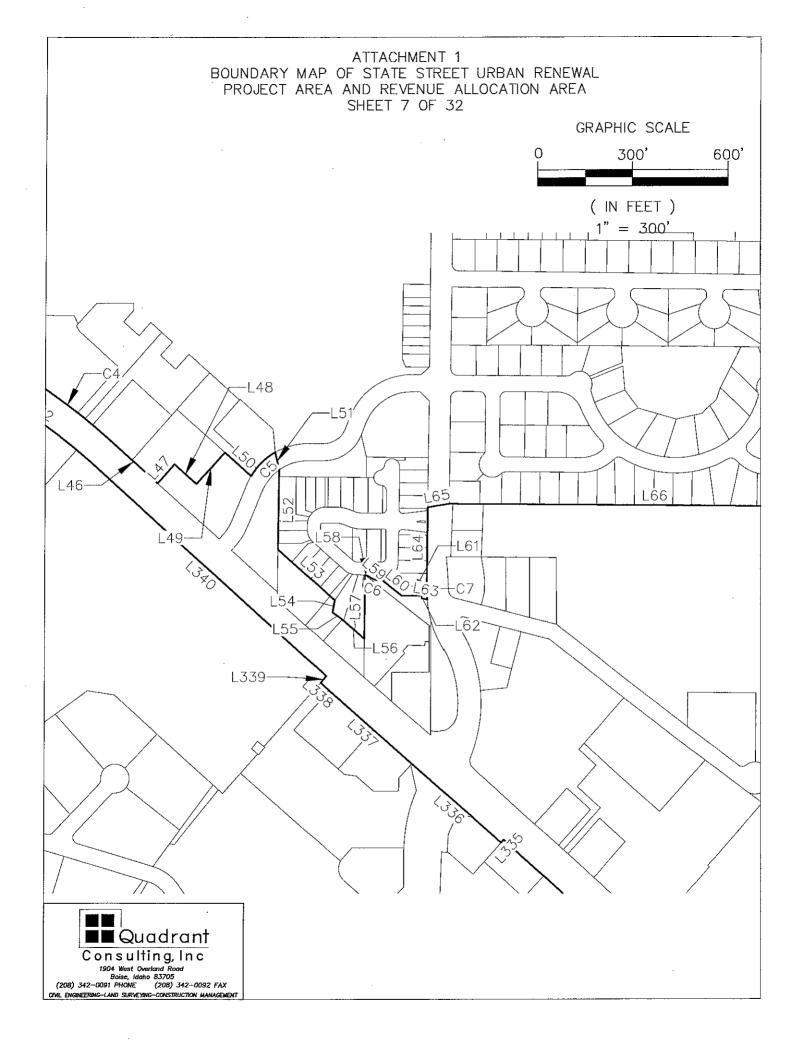


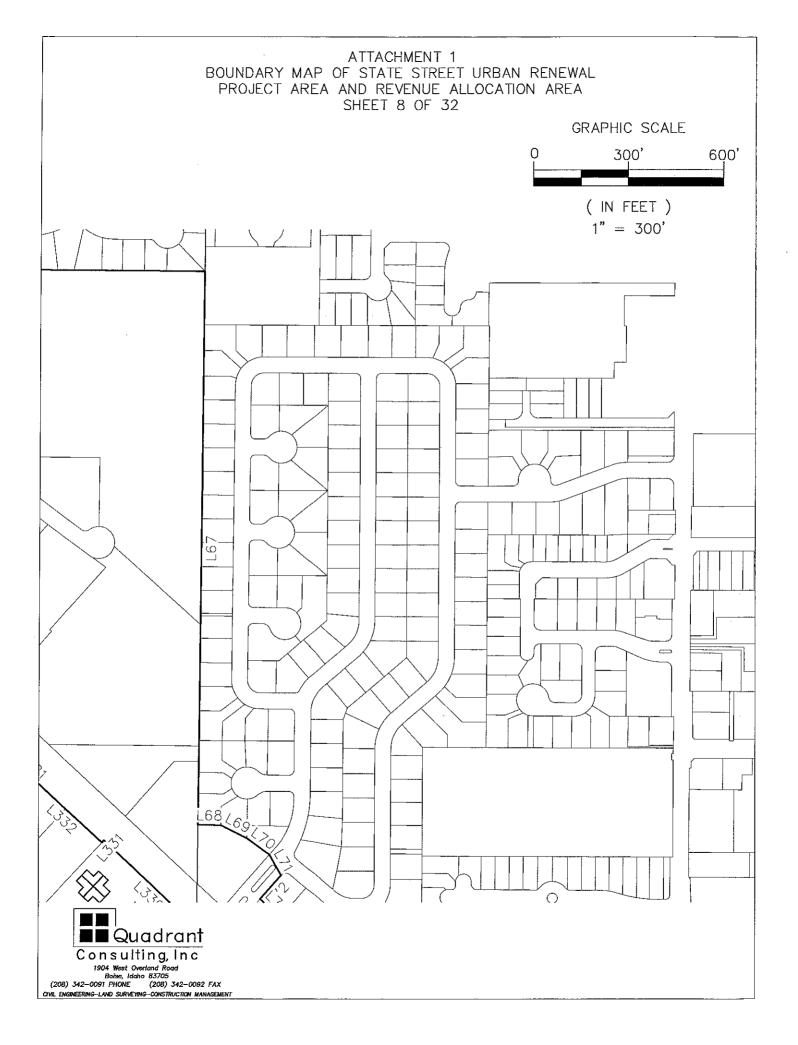
#### ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 3 OF 32 GRAPHIC SCALE 300' 600' ( IN FEET ) 1" = 300'T3 7 () L7 L8 L12-L13-L16 L18 **Quadrant** Consulting, Inc 1904 West Overland Road Boise, Idaho 83705 (208) 342-0091 PHONE (208) 342-0092 FAX CVN. ENGINEERING-LAND SURVEYING-CONSTRUCTION MANAGEMENT





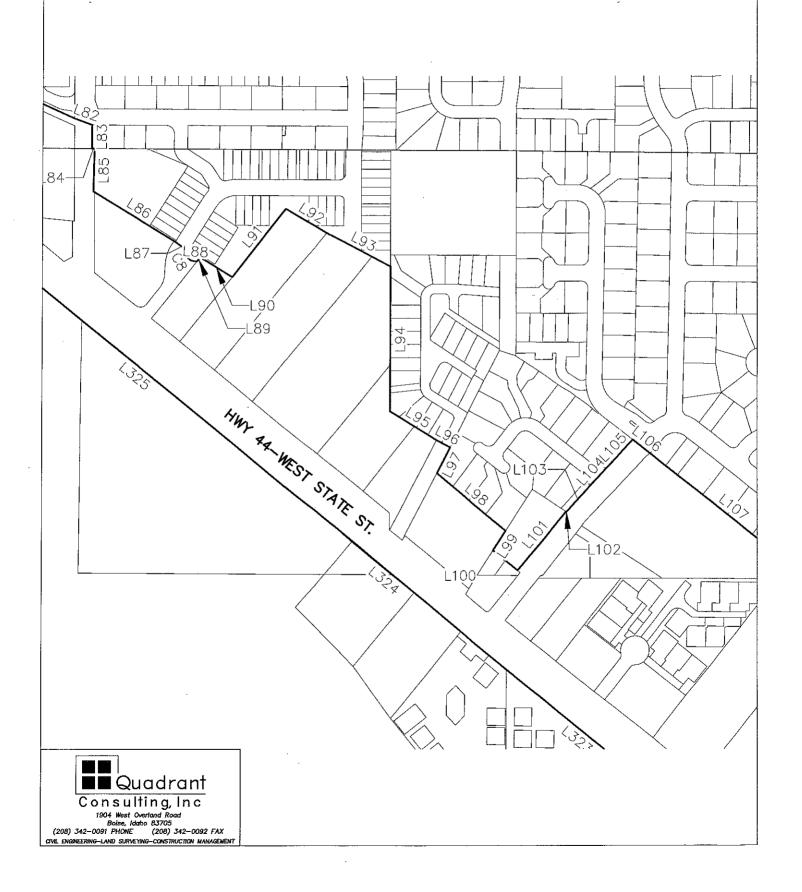


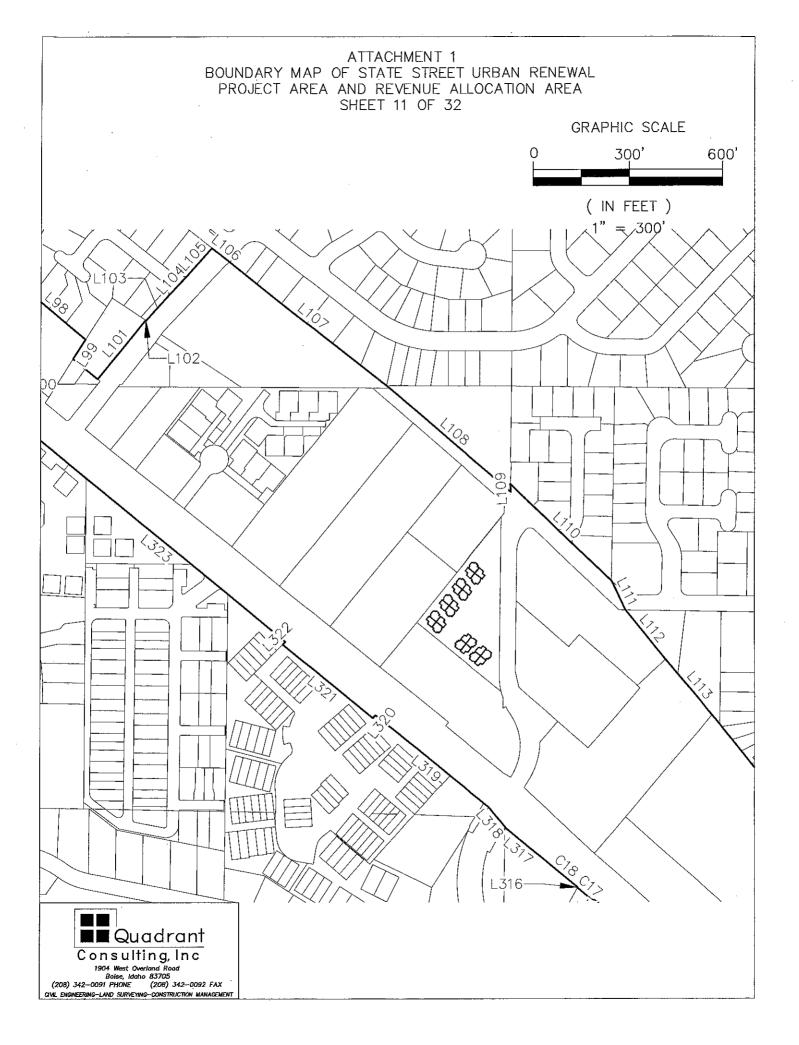




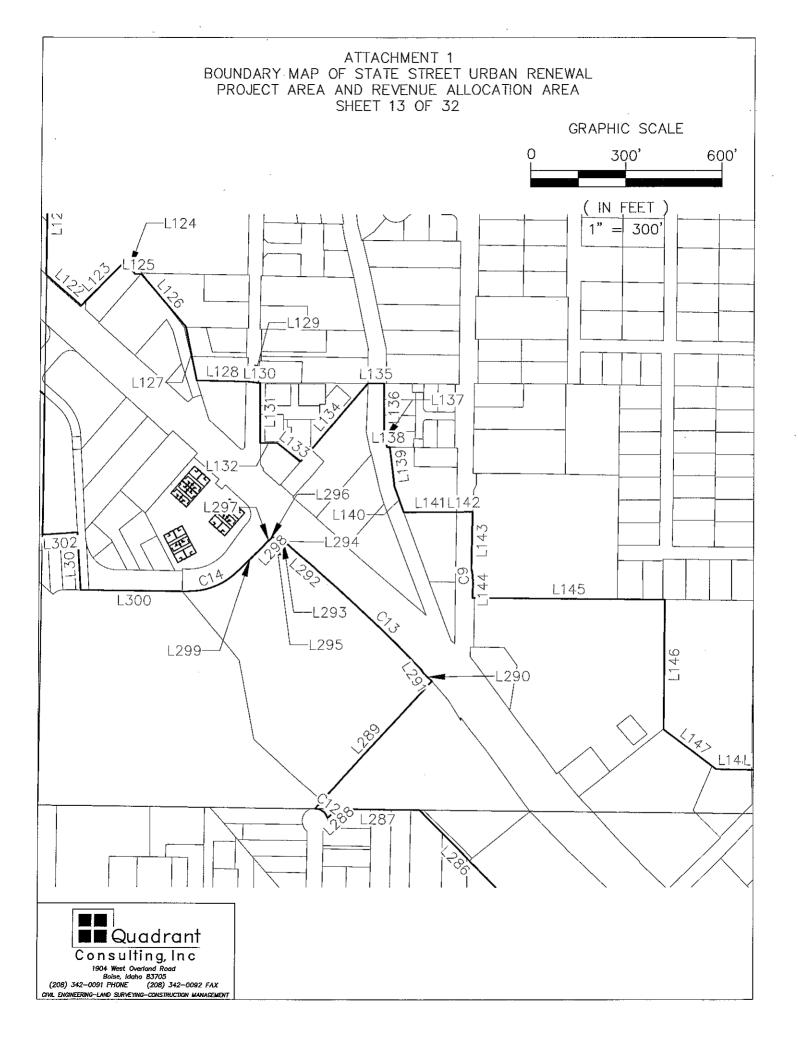
#### ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 9 OF 32 GRAPHIC SCALE 600' 300' ( IN FEET ) <u> 300'</u> -68(69-0 œί 185 L84-L87 **Quadrant** Consulting, Inc 1904 West Overland Road Boise, Idaho 83705 (208) 342-0091 PHONE (208) 342-0092 FAX CIVIL ENGINEERING-LAND SURVEYING-CONSTRUCTION MANAGEMENT

### ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 10 OF 32





#### ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 12 OF 32 GRAPHIC SCALE 300' 600' ( IN FEET ) 1'' = 300'-L314 L311 L310 309 L116-\_312 -L124 **Quadrant** Consulting, Inc 1904 West Overland Road Boise, Idaho 83705 (208) 342-0091 PHONE (208) 342-0092 FAX CIVIL ENGINEERING-LAND SURVEYING-CONSTRUCTION MANAGEMENT

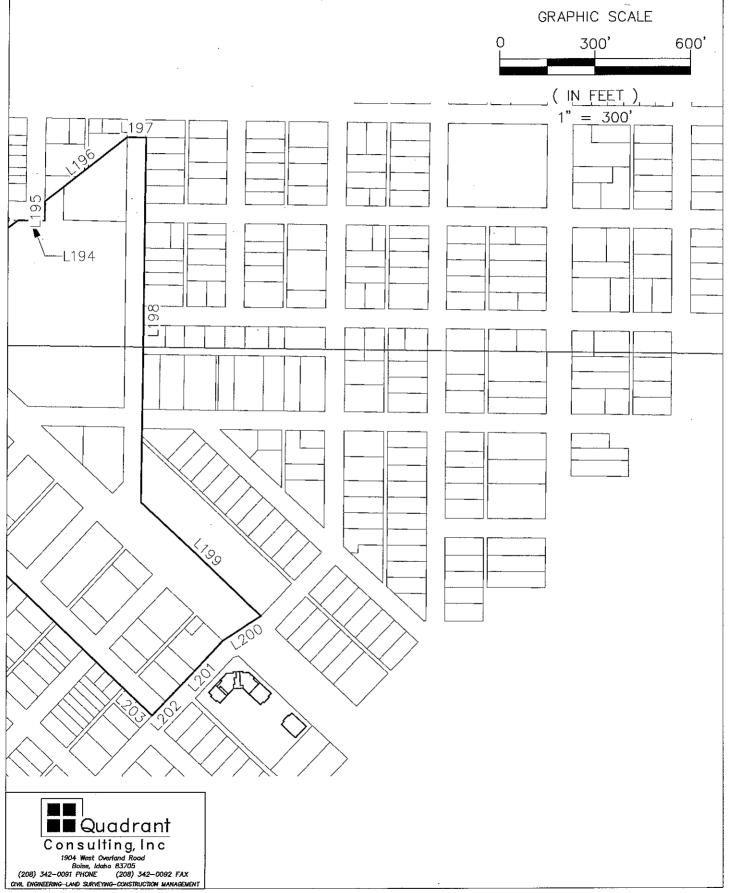


#### ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 14 OF 32 GRAPHIC SCALE 600' 300' ( IN FEET ) 1'' = 300'L149 [1] Z L153 L151 L148 55 .156 [157 L158-<u>-</u>L277∠ L274 L271= ■■ ■■ Quadrant Consulting, Inc 1904 West Overland Road Boise, Idaha 83705 (208) 342-0091 PHONE (208) 342-0092 FAX CIVIL ENGINEERING-LAND SURVEYING-CONSTRUCTION MANAGEMENT

#### ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 15 OF 32 GRAPHIC SCALE 600' 300' ( IN FEET ) 1" = 300' ò L166 165 . L168 1163 -L164 PL162-L169 L170 L171 L173 ·L250 244 **Quadrant** Consulting, Inc 1904 West Overland Road Boise, Idaho 83705 (208) 342-0091 PHONE (208) 342-0092 FAX CIVIL ENGINEERING-LAND SURVEYING-CONSTRUCTION MANAGEMENT

#### ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 16 OF 32 GRAPHIC SCALE 600' 300' IN FEET ) = 300' ₹\$> L1,78\_ L179 L180 L182 L181 84 L185 L186 œ 88 L189 190 -L210\_ Ľ209 L212--L194 L191 **Quadrant** Consulting, Inc 1904 West Overland Road Boise, Idaho 83705 (208) 342-0091 PHONE (208) 342-0092 FAX CIVIL ENGINEERING-LAND SURVEYING-CONSTRUCTION MANAGEMENT

# ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 17 OF 32



### ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 18 OF 32

SHEET 18 OF 32 GRAPHIC SCALE 600' 300' ( IN FEET ) 300' L211-Ľ209 L212--L194 -L191 L207 98 .2Ŏ5 DALS کری ■■ Quadrant Consulting, Inc 1904 West Overland Road
Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING-LAND SURVEYING-CONSTRUCTION MANAGEMENT

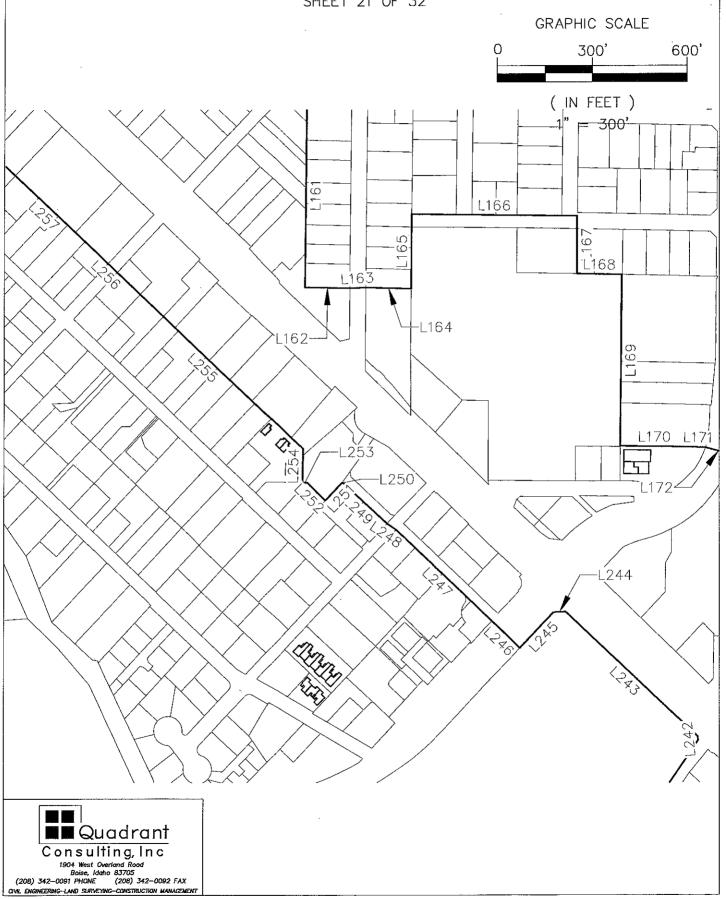
#### ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 19 OF 32 GRAPHIC SCALE 600' 300' ( IN FEET ) 1" = 300L21 \_232 L212-L220--L222 **Quadrant** Consulting, Inc

1904 West Overland Road
Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING-LAND SURVEYING-CONSTRUCTION MANAGEMENT

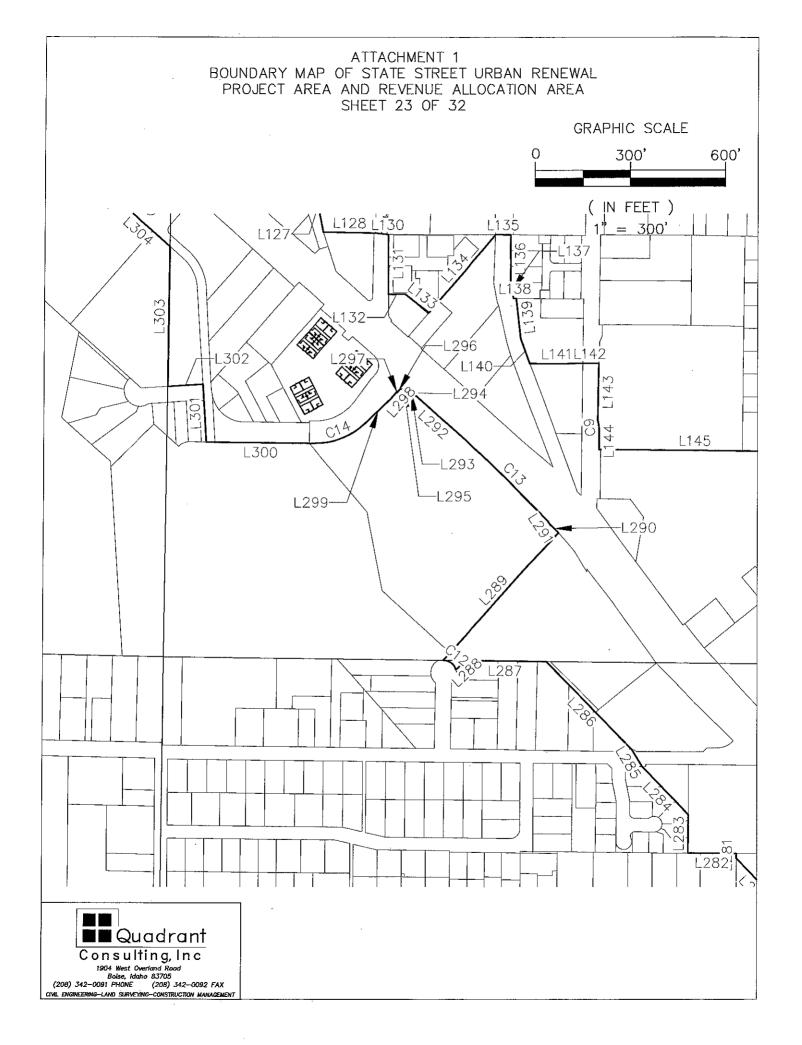
### ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 20 OF 32



## ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 21 OF 32



#### ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 22 OF 32 GRAPHIC SCALE 600' 300' 300 L156 57 L158 L282 L274 L271= L270 L269 ■■ Quadrant Consulting, Inc 1904 West Overland Road Boise, Idoho 83705 (208) 342-0091 PHONE (208) 342-0092 FAX GVIL ENGINEERING-LAND SURVEYING-CONSTRUCTION MANAGEMENT



#### ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 24 OF 32 GRAPHIC SCALE 600' 300' 30,0 -L314 L311 L316 L310 309 L116-L312、 L305 ■■ ■■ Quadrant Consulting, Inc 1904 West Overland Road Boise, Idaho 83705 (208) 342-0091 PHONE (208) 342-0092 FAX CIVIL ENGINEERING-LAND SURVEYING-CONSTRUCTION MANAGEMENT

# ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 25 OF 32 GRAPHIC SCALE 300' 600' ( IN FEET ) = 300'-6<u>8</u>(69-Czo Quadrant Consulting, Inc 1904 West Overland Road Boise, Idaho 83705 (208) 342-0091 PHONE (208) 342-0092 FAX CVAL ENGINEERING-LAND SURVEYING-CONSTRUCTION MANAGEMENT

## ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 26 OF 32

LINE TABLE		LINE TABLE			LINE TABLE			
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S78°17'23"E	1752.67	L21	S66'28'08"E	113.29	L41	N89°16'47"W	5.00
L2	S00'36'12"W	427.27	L22	S57°51'54"E	158.72	L42	S00°14'45"W	313.36
L3	S89°22'41"E	190.01	L23	S61°26'49"E	37.44	L43	S66*44'32"E	57.58
L4	N00°35'47"E	72.07	L24	N89°57'13"E	98.51	L44	S89°31'09"E	1234.90
L5	S89°25'59"E	663.46	L25	N00'33'03"E	267.74	L45	S00°30'23"W	748.10
L6	S00'34'33"W	519.26	L26	S89°27'30"E	32.71	L46	S48°09'53"E	204.83
L7	S89°22'35"E	96.01	L27	S72°21'20"E	240.35	L47	N41°45'30"E	79.92
L8	N81*59'33"E	70.60	L28	S53°34'10"E	52.20	L48	S48"18'08"E	92.22
L9	S00°37'24"W	85.00	L29	S88°49'46"E	982.39	L49	N42°08'37"E	132.76
L10	S89°20'58"E	5.03	L30	S89*57'59"E	50.00	L50	S48'09'13"E	110.43
L11	S00°39'02"W	50.01	L31	S00°02'01"W	273.09	L51	S12°29'06"E	56.74
L12	S00'37'08"W	97.91	L32	S01°18'30"W	155.02	L52	S00°40'57"W	248.38
L13	S81°57'10"E	9.25	L33	S89°02'17"E	363.00	L53	S48*29'11"E	239.35
L14	S02°31'02"W	256.63	L34	S89°03'17"E	59.35	L54	S10°51'48"W	38.97
L15	S88°49'42"E	401.21	L35	S89°02'17"E	75.59	L55	S54*26'40"E	37.45
L16	S89°28'36"E	50.00	L36	S00°56'42"W	214.64	L56	S48°28'18"E	91.84
L17	S00°31′24″W	681.09	L37	S89°03'18"E	524.23	L57	N00°36'07"E	199.23
L18	S89°27'03"E	119.95	L38	N44°30'14"E	22.99	L58	S77°15'03"E	8.12
L19	S39"18'39"E	151.91	L39	S88'06'13"E	49.35	L59	S50*08'21"E	5.34
L20	S61°26'48"E	36.43	L40	S00°51'19"W	388.20	L60	S51°52'47"E	77.22

# ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 27 OF 32

LINE TABLE		LINE TABLE			LINE TABLE			
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L61	S89°36'27"E	62.42	L81	S66°03'53"E	571.40	L101	N39°19'53"E	237.47
L62	S00°32′59"W	8.38	L82	S70°28'53"E	59.08	L102	S56°57'34"E	1.94
L63	S79*22'31"E	17.22	L83	S00°07'11"W	74.03	L103	N42°15'08"E	105.11
L64	N00°34'50"E	249.42	L84	S89°40'31"E	7.91	L104	N42*48'22"E	81.24
L65	N80°52'09"E	67.79	L85	S01°28'37"W	133.49	L105	N42'30'16"E	118.36
L66	S89°29'03"E	1296.53	L86	S58°32'55"E	301.07	L106	S52'02'11"E	70.44
L67	S00°29'23"W	1726.72	L87	S54°46'11"E	50.05	L107	S51*57'05"E	624.07
L68	S89°13'53"E	71.80	L88	S86°34'48"E	12.71	L108	S49°33'25"E	512.05
L69	S63°36'38"E	91.26	L89	N38'45'44"E	15.77	L109	N03°45'48"W	24.97
L70	S54°12'22"E	87.84	L90	S58°41'40"E	118.40	L110	S46°17'16"E	437.98
L71	S29°33'10"E	74.00	L91	N38°53'34"E	273.00	L111	S25°55'19"E	102.18
L72	S41°20'36"W	98.40	L92	S58°44'45"E	150.29	L112	S39°50'59"E	200.60
L73	S47°05'06"E	93.53	L93	S62°39'44"E	221.92	L113	S40°25'25"E	265.13
L74	S43°51'26"W	3.05	L94	S00°05'57"W	452.33	L114	S40°24'26"E	393.45
L75	S47°57'59"E	586.53	L95	S58°21'27"E	171.13	L115	S37°04'18"E	347.95
L76	N00°11'49"E	115.06	L96	S62"13'02"E	50.00	L116	S74°05'24"W	27.82
L77	S74°45'37"E	14.15	L97	S27°34'57"W	90.67	L117	S30°33'19"E	52.62
L78	S53°28'53"E	85.46	L98	S50°41'18"E	283.86	L118	S30°27'10"E	145.20
L79	S58'48'53"E	77.98	L99	S32°59'21"W	72.64	L119	S31°05'27"E	66.24
L80	S53°28'53"E	137.60	L100	S50°57'48"E	99.56	L120	S23°17'15"E	174.91

## ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 28 OF 32

	LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	
L121	.S00°37'37"W	337.91	L141	N89°35'53"E	159.00	L161	S00°27'27"W	570.42	
L122	S49°10'25"E	146.73	L142	N89°35'53"E	55.75	L162	S88*51'28"E	139.99	
L123	N45°06'24"E	193.48	L143	S00°57'19"W	177.96	L163	N87"15'50"E	49.86	
L124	S42°12'03"E	51.03	L144	S00'30'23"W	54.49	L164	S88°35'17"E	142.61	
L125	S88°40'10"E	20.71	L145	S89°25'21"E	602.53	L165	N00°13'50"E	231.95	
L126	S41"12'01"E	216.77	L146	S00°25'34"W	405.15	L166	S89°15'03"E	519.96	
L127	S11°51'09"E	171.37	L147	S52°45'47"E	205.13	L167	S00°01'35"E	180.00	
L128	S88°53'01"E	161.72	L148	S89°06'11"E	115.00	L168	S88°48'33"E	141.92	
L129	S83°44'05"E	36.05	L149	S89°06'11"E	50.00	L169	S00°26'58"W	534.83	
L130	S89°50'11"E	5.00	L150	S00°40'59"W	107.28	L170	S89°13'45"E	218.70	
L131	S00°05'47"E	186.70	L151	S89°28'30"E	361.52	L171	S88*32'46"E	53.49	
L132	N89°40'45"E	53.42	L152	N00,00,00,M	20.00	L172	S74°49'21"E	87.06	
L133	S52 <b>°</b> 22 <b>'</b> 53"E	94.62	L153	S88°55'16"E	132.77	L173	S89°15'56"E	351.46	
L134	N40°55'52"E	321.96	L154	S07°38'38"E	50.75	L174	S00°25'47"W	139.78	
L135	S89°40'42"E	49.27	L155	S00°37'16"W	299.85	L175	S00°25'47"W	599.83	
L136	S00°06'17"E	148.48	L156	S88°30'45"E	5.00	L176	S46°41'42"E	376.52	
L137	S10°40'01"E	50.57	L157	S00°28'49"W	89.25	L177	S64°26'46"E	66.51	
L138	N89°52'59"E	8.64	L158	S46°32'07"E	85.77	L178	S89°17'56"E	275.77	
L139	S06°44'03"E	125.30	L159	S49°05'08"W	5.00	L179	S89°20'36"E	60.00	
L140	S20°05'23"E	84.68	L160	S46°37'53"E	1535.96	L180	S00°24'10"W	320.01	

# ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 29 OF 32

	LINE TABLE		LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L181	S89*18'45"E	276.02	L201	S43°17'42"W	259.93	L221	S10°04'32"W	118.74
L182	S89°17'02"E	60.00	L202	S43°29'04"W	60.11	L222	N71°03'48"W	39.53
L183	S00°28'39"W	60.00	L203	N46°40′53"W	127.00	L223	N81°14'37"W	78.73
L184	S00'23'08"W	260.01	L204	N46°40'53"W	1685.51	L224	N61°55'10"W	62.95
L185	S89°18'44"E	276.02	L205	N43°40'08"E	60.00	L225	N44°48'01"W	186.30
L186	S89'17'02"E	60.00	L206	N26'02'08"E	13.08	L226	S36'56'58"W	17.92
L187	S00°28'39"W	60.00	L207	N00°09'30"E	6.09	L227	N3812'53"W	105.26
L188	S00°26'27"W	260.01	L208	N43°20'22"E	216.13	L228	N40°52'58"W	160.04
L189	S89°18'26"E	336.02	L209	N88°14'40"E	21.08	L229	N20°52'22"W	207.69
L190	S00°26'30"W	551.45	L210	N45°37'47"W	133.45	L230	N25°36'53"W	449.90
L191	N55°58'25"E	85.67	L211	S01°59'44"W	53.05	L231	N52°51'19"W	208.56
L192	N56°00'33"E	72.67	L212	S43*20'22"W	240.26	L232	N43°41'51"W	182.75
L193	N52°56'10"E	132.84	L213	S44°19'33"W	269.66	L233	S36°13'12"W	125.66
L194	S89°19'12"E	84.26	L214	N46°31'36"W	9.42	L234	N49°47'47"W	122.09
L195	N00°28'39"E	60.00	L215	S43"21'04"W	151.02	L235	N31°10'43"W	140.04
L196	N52°27'00"E	328.55	L216	S44°45'59"E	17.00	L236	N33°55'19"E	154.10
L197	S89"16'38"E	60.00	L217	S45"14'01"W	321.49	L237	N34°18'55"E	778.27
L198	S00°34'40"W	1138.29	L218	S42°54'07"W	179.54	L238	N53°20'22"W	14.40
L199	S46'41'51"E	517.70	L219	N69°35'21"W	223.97	L239	N34°42'45"E	119.90
L200	S57°25'50"W	142.69	L220	S20°24'39"W	59.56	L240	N38°51'08"W	35.36

# ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 30 OF 32

LINE TABLE		LINE TABLE			LINE TABLE			
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L241	N34°15'03"E	656.16	L261	S06°59'24"E	126.92	L281	N00°00'00"E	15.19
L242	N0610'37"W	11.12	L262	S00°41'00"W	44.87	L282	N89°26'40"W	155.60
L243	N47'07'51"W	572.55	L263	S04°59'32"W	130.34	L283	N00°23'53"E	119.52
L244	S87°45′52"W	38.80	L264	S06°22'29"W	238.76	L284	N43°55'01"W	208.34
L245	S43"17'07"W	152.86	L265	N42°58'49"E	11.64	L285	N31°03'42"W	63.49
L246	N45'33'58"W	121.10	L266	S05°11'32"W	56.38	L286	N44*34'18"W	383.64
L247	N46°40′47"W	414.03	L267	N86°59'47"W	74.40	L287	N89°15'56"W	254.52
L248	N55°54'38"W	35.53	L268	N00°23'49"E	455.39	L288	S47°56'16"W	41.82
L249	N47°16'05"W	189.87	L269	N89°34'29"W	350.00	L289	N42°16'27"E	537.79
L250	S39'41'31"W	5.06	L270	N0018'26"E	469.56	L290	N46°03'08"W	37.34
L251	S43°17'43"W	72.37	L271	S89°32'41"E	89.75	L291	N33°12'15"W	12.01
L252	N45°35'20"W	79.05	L272	N24*52'52"W	85.54	L292	N48*38'22"W	232.94
L253	N86*59'09"W	15.62	L273	N46°14'19"W	174.70	L293	S41°07'31"W	6.06
L254	N01°00'44"E	104.97	L274	N58°50'36"W	60.36	L294	N48°24'13"W	13.71
L255	N46°36'36"W	802.31	L275	N00°55'54"W	15.38	L295	N72*11'42"W	<sup>-</sup> 24.67
L256	N46°19'35"W	40.09	L276	N46°14'19"W	196.27	L296	S40°58'23"W	15.07
L257	N46°38'56"W	495.08	L277	N00°00'00"E	32.81	L297	N48°38'37"W	1.89
L258	S43°21'56"W	99.97	L278	N89°34'54"W	76.75	L298	S41°26'20"W	26.38
L259	N46°26'19"W	44.99	L279	N06°16'30"E	50.30	L299	S46°12'08"W	115.05
L260	N46°45'35"W	209.62	L280	N44°38'33"W	219.52	L300	N89°24'58"W	343.50

# ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 31 OF 32

	LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	
L301	N03°38'06"W	180.02	L321	N50°35'27"W	361.90	L341	N61°28'47"W	24.71	
L302	S86°26'13"W	109.98	L322	N45°20'51"E	11.66	L342	N61°56'20"W	217.43	
L303	N00°29'27"E	435.69	L323	N50*51'52"W	997.95	L343	N61°25'50"W	609.64	
L304	N48°34'22"W	210.14	L324	N50°31'48"W	573.96	L344	N61°16'11"W	331.60	
L305	S86°13'46"W	460.49	L325	N50°59'45"W	1449.31	L345	S27°01'32"W	5.00	
L306	N03°51'52"W	196.41	L326	N48°55'02"W	349.02	L346	N61°13'59"W	299.07	
L307	N61°04'53"W	449.32	L327	N49°45'19"W	539.88	L347	N60°35'51"W	125.04	
L308	N28°46'08"E	439.23	L328	N47"18'20"W	156.81	L348	N57°33'41"W	62.37	
L309	N39"19'44"W	11.34	L329	N42°51'48"E	10.00	L349	N61°29'12"W	996.18	
L310	N48'49'03"W	25.98	L330	N46°54'07"W	447.60	L350	N61°14'33"W	100.15	
L311	N33'43'08"W	5.76	L331	S42°37'41"W	10.00	L351	N61°04'23"W	133.32	
L312	N48*49'03"W	53.03	L332	N47"23'01"W	280.91	L352	N61°22'06"W	315.45	
L313	N19°25'22"W	16.32	L333	N41°53'07"E	8.68	L353	N61"14'20"W	958.25	
L314	N49"19'09"W	57.11	L334	N47°54'22"W	755.76	L354	N66°01'49"W	52.52	
L315	N79°19'09"W	15.01	L335	S41°59'41"W	12.00	L355	N61°22'53"W	777.22	
L316	N28°27'43"E	1.53	L336	N48°38'13"W	378.59	L356	N64*41'26"W	334.84	
L317	N50°46'49"W	150.02	L337	N48°20'59"W	339.79	L357	N64°35'22"W	59.84	
L318	N39°41'50"W	86.78	L338	N48°20'59"W	35.61	L358	N64°32'50"W	449.55	
L319	N51°01'15"W	456.48	L339	N41°30'42"E	27.51	L359	N64°37′14"W	624.01	
L320	S38°27'33"W	12.00	L340	N48'00'49"W	1003.56	L360	N64°38'24"W	173.00	

LINE TABLE						
LINE	BEARING	LENGTH				
L361	N64*53'52"W	370.45				
L362	N64°53'52"W	1270.05				
L363	N09°13'30"W	203.89				
L364	N00°35'46"E	-386.84				
L365	S89°12'52"E	17.00				
L366	N00°37'49"E	505.20				



## ATTACHMENT 1 BOUNDARY MAP OF STATE STREET URBAN RENEWAL PROJECT AREA AND REVENUE ALLOCATION AREA SHEET 32 OF 32

	CURVE TABLE								
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING				
C1	117.81	75.00	090'00'12"	106.07	S44°22'37"E				
C2	235.57	150.00	089*58'58"	212.10	S44°02'47"E				
СЗ	157.08	100.00	089*59'56"	141.42	S44°03'18"E				
C4	341.26	1970.00	009°55'31"	340.83	S53°05'43"E				
C5	107.46	207.00	029*44'39"	106.26	N45'30'04"E				
C6	44.41	56.50	045'02'25"	43.28	S74°37'38"E				
С7	38.56	397.59	005°33'23"	38.54	N02°19'28"W				
C8	41.64	20.00	119"17'46"	34.52	S26'57'43"E				
C9	36.70	143.50	014"39'12"	36.60	S07°20'27"E				
C10	24.76	23.00	061"40'42"	23.58	S75°09'54"W				
C11	340.76	569.50	034°16'58"	335.70	S28°05'32"W				
C12	52.61	40.00	075°21'44"	48.90	N53°16'10"W				
C13	354.78	3537.00	005°44'50"	354.63	N45°46'08"W				
C14	168.99	217.95	044*25'31"	164.79	S68*24'49"W				
C15	107.55	136.00	045°18'30"	104.77	N71°17'39"W				
C16	77.62	355.00	012°31'37"	77.46	N02°17'05"E				
C17	56.53	5671.50	000°34'16"	56.53	N49°31'28"W				
C18	139.47	5673.00	001°24′31"	139.46	N50°28'26"W				
C19	219.20	17229.00	000°43'44"	219.20	N51°46'52"W				
C20	189.60	5780.00	001°52'46"	189.59	N48'18'55"W				
C21	62.03	11410.00	000°18'41"	62.03	N47°28'13"W				
C22	432.74	1870.00	013"15'33"	431.78	N54*58'37"W				
C23	321.93	5690.00	003"14'30"	321.88	N63°04'26"W				



#### Attachment 2

Legal Description of State Street District Urban Renewal Project Area and Revenue Allocation Area



#### Attachment 2

#### **Description of State Street Urban Renewal Project Area and Revenue Allocation Area**

The following describes a tract of land consisting of approximately 577 acres being portions of subdivided and un-subdivided land situated in portions of Sections 13, 14, 23 and 24 of Township 4 North, Range 1 East, and portions of Sections 19, 29, 30, 32, 33 of Township 4 North, Range 2 East, and portions of Section 4 and 5 of Township 3 North, Range 2 East, Boise Meridian, City of Boise, Ada County Idaho, being more particularly described as follows:

Commencing at the Southwest corner of said Section 14; Thence, along the west boundary line of said Section 14, North 00°34'46" East, 2644.59 feet to the West Quarter corner of said Section 14;

Thence, continuing along said west boundary line, North 00°35'57" East, 178.00 feet;

Thence, leaving said west boundary line, South 89°22'37" East, 40.00 feet to the east right of way line of North Horseshoe Bend Rd., also being the southwest corner of the parcel of land shown on Record of Survey No. 10130, having Instrument Number 2015-048512;

Thence, along the southerly boundary line of Block 4 of Randall Acres Subdivision No. 9, also being the northerly right of way line of Utahna Road; Thence, South 78° 17' 23" East 30.57 feet to the **POINT OF BEGINNING**:

Thence, along said northerly right of way line, also being the south boundary of said Block 4 South 78°17'23" East, 1752.67 feet to the southwest corner of Lot 23, of said Block 4;

Thence, leaving said northerly right of way line, South 00°36'12" West, 51.00 feet to the northwest corner of Lot 16 of Block 5 of said Randall Acres Subdivision No. 9;

Thence, along the west boundary line of said Block 5, South 00°36'12" West, 376.27 feet to the southwest corner of Lot 13 of said Block 5;

Thence, along the south boundary line of said Lot 13, South 89° 22' 42" East 190.01 feet to the southeast corner of said Lot 13;

Thence, along the east boundary line of said Lot 13, North 00° 35' 47" East 72.07 feet to the southwest corner of Lot 17 of said Block 5;

Thence, along the south boundary line of said Block 5, South 89° 26' 00" East 663.46 feet to the east boundary line of said Block 5, also being the west boundary line of Block 4 of Matlock Place Subdivision;

Thence, along said west boundary line, South 00° 34' 34" West 519.26 feet to the southwest corner of Lot 11 of said Block 4, also being the north right of way of West Leighton St.;

Thence, along the south boundary line of said Lot 11, South 89° 22' 36" East 96.01 feet;

Thence, leaving said Lot 11, North 81° 59' 34" East 70.60 feet to the northwest corner of Lot 17 of Block 3 of said Matlock Place Subdivision:

Thence, along the west boundary line of said Lot 17 and Lot 16 of said Block 3, also being the east right of way line of North Dodgin Ave., South 00° 37' 25" West 85.00 feet; Thence, 117.81 feet along a curve to the left, said curve having a radius of 75.00 feet, a delta angle of 90° 00' 12" and a chord bearing and distance of South 44° 22' 37" East, 106.07 feet;

Thence, along the south boundary line of said Lot 16, also being the north right of way line of West McAuliffe St., South 89° 20' 59" East 5.03 feet;

Thence, leaving said Block 3, South 00° 39' 02" West 50.01 feet to the south right of way line of said West McAuliffe St. and to the northwest corner of Lot 34 of Block 2 of said Matlock Place Subdivision;

Thence, along the west boundary line, South 00° 37' 08" West 97.91 feet to the southwest corner of said Lot 34;

Thence, South 81° 57′ 10″ East 9.25 feet to the northwest corner of Lot 7 of Block 1 of Chardonnay Square;

Thence, along the west boundary line of said Chardonnay Square, South 02° 31' 02" West 256.63 feet to the southwest corner of said Chardonnay Square;

Thence, along the south boundary line of Chardonnay Square, South 88° 49' 42" East 401.21 feet to southeast corner of said Chardonnay Square, also being the west right of way line of North Duncan Ln;

Thence, leaving said Chardonnay Square, South 89° 28' 36" East 50.00 feet to the east right of way of said North Duncan Ln;

Thence, along said east right of way line, also being the west boundary line of Block 2 of Duncan's Landing Subdivision, South 00° 31' 25" West 681.09 feet to the southwest corner of Lot 2 of said Block 2;

Thence, along the south boundary line of said Lot 2, South 89° 27' 03" East 119.95 feet to the southeast corner of said Lot 2;

#### 2, STATE STREET URBAN RENEWAL

Thence, along the southerly boundary line of Lots 27 through 34 of said Block 2 the following courses and distances:

```
South 39° 18' 39" East 151.91 feet,
South 61° 26' 49" East 36.43 feet,
South 66° 28' 09" East 113.29 feet,
South 57° 51' 54" East 158.72 feet,
South 61° 26' 49" East 37.44 feet,
North 89° 57' 13" East 98.51 feet to the southeast corner of said Lot 34;
```

Thence, along the east boundary line of said Block 2, North 00° 33' 03" East 267.74 feet;

Thence, leaving said Duncan's Landing Subdivision, South 89° 27' 31" East 32.71 feet to the southwest corner of Lot 7 of Westby Subdivision;

Thence, along the southerly boundary line of said Lot 7 the following courses and distances:

```
South 72° 21' 20" East 240.35 feet,
South 53° 34' 10" East 52.20 feet,
South 88° 49' 47" East 982.39 feet to southeast corner of said Lot 7, also being the west right of way line of Bogart Ln;
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Thence, South 89° 58' 00" East 50.00 feet to the east right of way line of Bogart Ln, also being the west boundary line of Lot 1 of Caswell and Sloan's Subdivision;

Thence, along said east right of way line and the west boundary line of said Lot 1, South 00° 02' 01" West 273.09 feet to the southwest corner of said Caswell and Sloan's Subdivision, also being the northwest corner of Lot 8 of Stein's Subdivision;

Thence, along the west boundary line of said Lot 8 and said east right of way line of Bogart Ln, South 01° 18' 31" West 155.02 feet;

Thence, leaving said east right of way line, along the north right of way line of West Pocono St., South 89° 02' 18" East 363.00 feet;

Thence, continuing along said north right of way line, also being the southerly boundary line of Lot 1 of Block 2 of Silvercloud Subdivision, South 89° 03' 17" East 59.35 feet;

Thence, continuing along said north right of way line and said Lot 1, South 89° 02' 18" East 75.59 feet;

Thence, 235.57 feet along a curve to the right, said curve having a radius of 150.00 feet, a delta angle of 89° 58' 58" and a chord bearing and distance of South 44° 02' 48" East 212.10 feet;

Thence, continuing along the southerly boundary of said Lot 1, South 00° 56' 42" West 214.64 feet:

Thence, 157.08 feet along a curve to the left, said curve having a radius of 100.00 feet, a delta angle of 89° 59' 56" and a chord bearing and distance of Thence, South 44° 03' 19" East 141.42 feet:

Thence, continuing along said southerly boundary, also being the north right of way line of West Limelight St., South 89° 03' 19" East 524.23 feet to the southeast corner of said Lot 1 and to the west right of way line of North Roe St.;

Thence, along said west right of way line, North 44° 30' 14" East 22.99 feet;

Thence, leaving said west right of way line South 88° 06' 13" East 49.35 feet to the east right of way line of said North Roe St.;

Thence, along said east right of way line, also being the west boundary line of Roe Street Townhomes Subdivision No. 1, South 00° 51' 19" West 388.20 feet to the southwest corner of said Roe Street Townhomes Subdivision No. 1:

Thence, North 89° 16' 48". West 5.00 feet;

Thence, continuing along said east right of way line, South 00° 14' 45" West 313.36 feet to the southwest corner of Lot 1 of Block 2 of Irene Subdivision;

Thence, along the south boundary line of Irene Subdivision, South 66° 44' 32" East 57.58 feet;

Thence, continuing along said south boundary line, South 89° 31' 09" East 1234.90 feet to the southeast corner of said Irene Subdivision, also being the west boundary line of Sweetwater Subdivision;

Thence, along said west boundary line of said Sweetwater Subdivision and a portion of the west boundary line of Gary's Subdivision, South 00° 30' 24" West 748.10 feet to the northerly right of way of West State St.;

Thence, along said northerly right of way, 341.26 feet along a curve to the right, said curve having a radius of 1970.00 feet, a delta angle of 09° 55' 31" and a chord bearing and distance of South 53° 05' 44" East 340.83 feet;

Thence, continuing along said northerly right of way line, South 48° 09' 54" East 204.83 feet to the southwest corner of Parcel A, shown on Record of Survey No. 10097, having Instrument Number 2015-037173

Thence, leaving said right of way line, North 41° 45' 31" East 79.92 feet, along the westerly boundary line of said Parcel A;

#### 4, STATE STREET URBAN RENEWAL

Thence, continuing along said westerly boundary line the following courses and distances:

```
South 48° 18' 08" East 92.22 feet,
North 42° 08' 38" East 132.76 feet,
South 48° 09' 14" East 110.43 feet to the westerly right of way line of West Saxton Dr;
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Thence, along said westerly right of way line, 107.46 feet along a curve to the right, said curve having a radius of 207.00 feet, a delta angle of 29° 44′ 39" and a chord bearing and distance of North 45° 30′ 05" East 106.26 feet,

Thence, leaving said westerly right of way line, South 12° 29' 06" East 56.74 feet to the easterly right of way line of said West Saxton Dr, also being the northwest corner of Lot 2 of Block 2 of Northwest Passage Subdivision;

Thence, leaving said easterly right of way line, South 00° 40' 57" West 248.38 feet to the southwest corner of Lot 19 of Block 1 of Glenbrook Townhouses Subdivision;

Thence, along the southerly boundary line of Lots 19 through 27 of said Block 1 the following courses and distances:

```
South 48° 29' 12" East 239.35 feet,
South 10° 51' 48" West 38.97 feet,
South 54° 26' 40" East 37.45 feet,
South 48° 28' 19" East 91.84 feet to the southeast corner of said Lot 27;
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Thence, North 00° 36' 07" East 199.23 feet to an angle point said Lot 27;

Thence, South 77° 15' 03" East 8.12 feet to the southerly right of way line of North Rivulet Way;

Thence, continuing along said southerly right of way line, South 50° 08' 21" East 5.34 feet;

Thence, 44.41 feet along a curve to the left, said curve having a radius of 56.50 feet, a delta angle of 45° 02' 25" and a chord bearing and distance of South 74° 37' 38" East 43.28 feet to southwest corner of Lot 28 of said Block 1 of said Glenbrook Townhouses Subdivision;

Thence, along the southerly boundary line of said Lot 28 the following courses and distances:

```
South 51° 52' 47" East 77.22 feet,
South 89° 36' 27" East 62.42 feet,
South 00° 32' 59" West 8.38 feet,
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South 79° 22' 32" East 17.22 feet to the southeast corner of said Lot 28, also being the west right of way line of North Gary Ln;

Thence, along the east boundary line of said Glenbrook Townhouses Subdivision and said west right of way line, 38.56 feet along a curve to the right, said curve having a radius of 397.59 feet,

a delta angle of 05° 33' 23" and a chord bearing and distance of North 02° 19' 28" West 38.54 feet;

Thence, continuing along said east boundary line and said west right of way line, North 00° 34' 51" East 249.42 feet;

Thence, leaving said west right of way line, North 80° 52' 09" East 67.79 feet to the east right of way line of said North Gary Ln, also being the southwest corner of Saddleback Park Subdivision;

Thence, along the southerly boundary line of said Saddleback Park Subdivision, South 89° 29' 04" East 1296.53 feet to the southeast corner of said Saddleback Park Subdivision and to the west boundary line of said Section 19, of said Township 4 North, Range 2 East;

Thence, along said west boundary line, South 00° 29' 23" West 1726.72 feet to the southwest corner of Lot 5 of Block 1 of Coventry Manor Subdivision;

Thence, along the southerly boundary line of Lots 5, 4 and 1 of said Block 1 the following courses and distances:

South 89° 13' 54" East 71.80 feet,

South 63° 36' 39" East 91.26 feet,

South 54° 12' 23" East 87.84 feet to the westerly right of way line of North Hertford Way;

Thence, leaving said westerly right of way line, South 29° 33' 11" East 74.00 feet to the easterly right of way line of said North Hertford Way and to a point on the west boundary line of Lot 2 of Block 4 of said Coventry Manor Subdivision;

Thence, along said west boundary line, South 41° 20' 37" West 98.40 feet to the southwest corner of said Lot 2;

Thence, along the south boundary line of said Lot 2 and Lot 3 of said Block 4, South 47° 05' 06" East 93.53 feet to an angle point of said Lot 3;

Thence, along the southerly boundary line of said Lot 3, South 43° 51' 26" West 3.05 feet;

Thence, along the southerly boundary line of said Coventry Manor Subdivision and Coventry Manor No. 2, South 47° 58' 00" East 586.53 feet to the southeast corner of Lot 38 of said Coventry Manor Subdivision No. 2;

Thence, along the east boundary line of said Lot 38, North 00° 11' 50" East 115.06 feet to the southwest corner of Lot 17 of Block 1 of Janell Place Subdivision:

Thence, along the southerly boundary of said Lot 17 the following courses and distances:

South 74° 45' 37" East 14.15 feet, South 53° 28' 53" East 85.46 feet, South 58° 48' 54" East 77.98 feet,

South 53° 28' 53" East 137.60 feet,

South 66° 03' 54" East 571.40 feet to the southeast corner of said Lot 17 and the west right of way line of North Pierce Park Ln;

Thence, leaving said west right of way line, South 70° 28' 54" East 59.08 feet to the northwest corner of Lot 1 of Block 2 of Blaser Subdivision No. 7;

Thence, along east right of way line of North Pierce Park Ln, South 00° 07' 12" West 74.03 feet to the southwest corner of said Lot 1;

Thence, South 89° 40' 32" East 7.91 feet to said east right of way line;

Thence, continuing along said east right of way, South 01° 28' 38" West 133.49 feet;

Thence, leaving said east right of way line, South 58° 32' 55" East 301.07 feet to the westerly right of way line of North Carlsbad Way;

Thence, leaving said right of way line, South 54° 46' 12" East 50.05 feet to the easterly right of way line of said North Carlsbad Way and to the beginning of a curve on the westerly boundary line of Lot 1 of Block 1 of Forge Village Townhouses;

Thence, continuing along said easterly right of way and southerly boundary line of said Lot 1, 41.64 feet along a curve to the left, said curve having a radius of 20.00 feet, a delta angle of 119° 17' 46" and a chord bearing and distance of South 26° 57' 44" East 34.52 feet;

Thence, continuing along said southerly boundary line, South 86° 34' 49" East 12.71 feet;

Thence, continuing along said southerly boundary line, North 38° 45' 44" East 15.77 feet;

Thence, continuing along said southerly boundary line, South 58° 41' 40" East 118.40 feet;

Thence, along the easterly boundary line of said Lot 1, North 38° 53' 34" East 273.00 feet;

Thence, along the southerly boundary line of said Lot 1, South 58° 44' 45" East 150.29 feet;

Thence, along the southerly boundary line of said Forge Village Townhouses, South 62° 39' 45" East 221.92 feet to the southeast corner of said Forge Village Townhouses, also being on the west boundary line of Ellies Path Subdivision;

Thence, along said west boundary line, South 00° 05' 58" West 452.33 feet to the southwest corner of Lot 5 of Block 1 of said Ellies Path Subdivision;

Thence, along the southerly boundary line of Lots 5, 4, 3 and 2, South 58° 21' 27" East 171.13 feet to the westerly right of way line of North Mackenzie Ln, a private lane and also described as Lot 1 of Block 1 of Ellies Path Subdivision;

Thence, leaving said westerly right of way line, South 62° 13' 03" East 50.00 feet to the easterly right of way line of said Lot 1 and to the westerly boundary line of Davenport Village Subdivision;

Thence, along said westerly boundary line, South 27° 34' 58" West 90.67 feet to the southwest corner of Lot 14 of Block 1 of Davenport Village Subdivision;

Thence, along the southerly boundary line of Lots 14, 15, 17 and 18 of said Block 1, South 50° 41' 19" East 283.86 feet to the westerly boundary line of the land shown in Record of Survey No. 0819, having Instrument Number 8563606;

Thence, along said westerly boundary line, South 32° 59' 22" West 72.64 feet to the northwest corner of the land shown on Record of Survey No. 1034, having Instrument Number 8705444;

Thence, along the northerly boundary line of said Record of Survey No. 1034, South 50° 57' 48" East 99.56 feet to the northwesterly right of way line of Ellens Ferry Dr.;

Thence, along said northwesterly right of way line, North 39° 19' 54" East 237.47 feet to the southerly boundary line of said Davenport Village Subdivision, also being the northerly boundary line of said Record of Survey No. 0819;

Thence, along the said southerly boundary line, South 56° 57' 35" East 1.94 feet to the southeast corner of Lot 23 of Block 1 of said Davenport Village Subdivision;

Thence, along said northwesterly right of way line and the easterly boundary line of said Lot 23, North 42° 15' 09" East 105.10 feet to the northeast corner of said Lot 23;

Thence, along said northwesterly right of way line, North 42° 48' 22" East 81.24 feet to the southeast corner of Lot 1 of Block 1 of said Davenport Village Subdivision;

Thence continuing along said northwesterly right of way line and the easterly boundary line of said Lot 1, North 42° 30′ 16″ East 118.36 feet to the northeast corner of said Lot 1;

Thence, leaving said northeasterly right of way line, South 52° 02' 11" East 70.44 feet to the southwest corner of Lot 1 of Block 2 of Tanzini Subdivision;

Thence, along the southerly boundary line of said Tanzini Subdivision and the southerly boundary line of Plantation View Estates Subdivision, South 51° 57' 06" East 624.07 feet, to the northwest corner of Lot 9 of Bloom Subdivision;

Thence, along the southwesterly boundary line of said Lot 9, South 49° 33' 26" East 512.05 feet to the southeast corner of said Lot 9;

Thence, along the east boundary line of said Lot 9, North 03° 45' 49" West 24.97 feet to the southwest corner of Lot 16 of Block 1 of Cottonwood Subdivision;

Thence, along the southerly boundary line of said Cottonwood Subdivision, also being the northeasterly right of way line of West Bloom St., South 46° 17' 16" East 437.98 feet to the southeast corner of Lot 1 of Block 1 of said Cottonwood Subdivision;

Thence, leaving said right of way line, South 25° 55' 20" East 102.18 feet to the southerly right of way line of said West Bloom St., also being the northwest corner of Lot 11 of Halls Addition;

Thence, South 39° 50' 59" East 200.60 feet to the northwest corner of Parcel C, shown on Record of Survey No. 9545, having Instrument Number 113105484;

Thence, South 40° 25' 26" East 265.13 feet to the southwest corner of Lot 12 of Block 2 of Cambria No. 2 Subdivision;

Thence, along the southerly boundary line of said Cambria No. 2 Subdivision, South 40° 24' 27" East 393.45 feet to the southeast corner of Lot 3 of Block 2 of said Cambria No. 2 Subdivision, also being the northwest corner of Lot 28 of Block 1 of Bloomingdale Subdivision;

Thence, along the southerly boundary line of said Bloomingdale Subdivision, South 37° 04' 18" East 347.95 feet, also being along the northeasterly bank of the Boise Valley Canal;

Thence, leaving said southerly boundary line, South 74° 05' 24" West 27.82 feet to the northwest corner of the land shown on Record of Survey No. 6653, Instrument Number 104128942;

Thence, along the northerly boundary line of said Record of Survey, South 30° 33' 19" East 52.62 feet;

Thence, along the northerly boundary line of Record of Survey No. 2780, having Instrument Number 94016100, South 30° 27' 11" East 145.20 feet to the northwest corner of Lot 2 of Block 1 of Mount Bennett Subdivision:

Thence, along the northerly boundary line of said Lot 2, South 31° 05' 28" East 66.24 feet;

Thence, continuing along said northerly boundary line, South 23° 17' 15" East 174.91 feet to the northeast corner of said Lot 2;

Thence, along the east boundary line of said Lot 2, South 00° 37' 37" West 337.91 feet to the northeasterly right of way line of West State St.;

Thence, along said northeasterly right of way line, South 49° 10' 25" East 146.73 feet;

Thence, leaving said northeasterly right of way line, North 45° 06' 25" East 193.48 feet;

Thence, South 42° 12' 03" East 51.03 feet;

Thence, South 88°40' 10" East 20.71 feet;

Thence, South 41° 12' 01" East 216.77 feet to the northwest corner of Lot 24 of Berridge Subdivision, also being the northwest corner of Lot 2 of Block 1 of Cloud Subdivision;

Thence, along the westerly boundary line of the land shown in Record of Survey No. 2072, having Instrument Number 9208191, South 11° 51' 09" East 171.37 feet to the southwest corner of Lot 25 of said Berridge Subdivision;

Thence, along the south boundary line of said Lot 25, South 88° 53' 02" East 161.72 feet to the west right of way line of N. North St.;

Thence, South 83° 44' 05" East 36.05 feet to the southwest corner of Lot 14 of said Berridge Subdivision;

Thence, along the south boundary line of said Lot 14, South 89° 50' 12" East 5.00 feet to the northwest corner of Lot 1 of Block 1 of Harbor View Station Subdivision;

Thence, along the west boundary line of said Harbor View Station Subdivision, also being the east right of way of said N. North St., South 00° 05' 48" East 186.70 feet to the southwest corner of said Harbor View Station Subdivision;

Thence, along the southerly boundary line of said Harbor View Station Subdivision, North 89° 40' 45" East 53.42 feet;

Thence, continuing along said southerly boundary line, South 52° 22' 53" East 94.62 feet;

Thence, North 40° 55' 52" East 321.96 feet to the northeast corner of said Harbor View Station Subdivision;

Thence, South 89° 40' 43" East 49.27 feet to the northwest corner of Lot 7 of Knott's Landing Subdivision;

Thence, along the west boundary line of said Knott's Landing Subdivision, South 00° 06' 17" East 148.48 feet;

Thence, South 10° 40′ 01" East 50.57 feet to the southwest corner of Lot 4 of said Knott's Landing;

Thence, North 89° 52' 59" East 8.64 feet to the northwest corner of the land shown in Record of Survey No. 5976, having Instrument Number 102129891;

Thence, along the westerly boundary line of said Record of Survey No. 5976, South 06° 44' 03" East 125.30 feet;

Thence, continuing along said westerly boundary line, South 20° 05' 23" East 84.68 feet to the southwest corner of said Record of Survey;

Thence, North 89° 35' 53" East 159.00 feet to the southeast corner of said Record of Survey, also being the west right of way line of Collister Dr;

Thence, leaving said west right of way line, North 89° 35' 53" East 55.75 feet to the east right of way line of said Collister Dr;

Thence, continuing along said east right of way line, South 00° 57' 19" West 177.96 feet;

Thence, continuing along said east right of way line, 36.70 feet along a curve to the right, said curve having a radius of 143.50 feet, a delta angle of 14° 39' 12" and a chord bearing and distance of South 07° 20' 28" East 36.60 feet;

Thence, South 00° 30' 24" West 54.49 feet to the south boundary line of the land shown on Record of Survey No. 10623, having Instrument Number 2016-084744;

Thence, along the south boundary line of said Record of Survey and the south boundary line of Penn Dell Subdivision, South 89° 25' 22" East 602.53 feet to the northwest corner of the land shown in Record of Survey No. 4932, having Instrument Number 100024082;

Thence, leaving said south boundary line, along the west boundary of said Record of Survey, South 00° 25' 35" West 405.15 feet;

Thence, along the southerly boundary line of said Record of Survey, South 52° 45' 47" East 205.13 feet;

Thence, along said southerly boundary line, South 89° 06' 11" East 115.00 feet to the west right of way line of North Sycamore Dr;

Thence, South 89° 06' 11" East 50.00 feet to the east right of way said North Sycamore Dr., also being the west boundary line of Sycamore Drive Subdivision;

Thence, South 00° 40' 59" West 107.28 feet to the southwest corner of Lot 1 of said Sycamore Drive Subdivision, also being the north right of way line of West Taft St.;

Thence, along said north right of way line and the south boundary line of said Sycamore Drive Subdivision, South 89° 28' 31" East 361.52 feet;

Thence, continuing along said north right of way line, North 00° 00' 00" West 20.00 feet to the southwest corner of Lot 1 of Sycamore Drive Subdivision Number Three;

Thence, and also along said north right of way line, South 88° 55' 17" East 132.77 feet to the southeast corner of said Lot 1 of said Sycamore Drive Subdivision Number Three;

Thence, leaving said north right of way line, South 07° 38' 38" East 50.75 feet to the south right of way line of said West Taft St., also being the northwest corner of Lot 1 of Block 1 of Wilson Subdivision;

Thence, along the east right of way line of West Plum St., also being the west boundary line of said Block 1 of said Wilson Subdivision, South 00° 37' 16" West 299.85 feet to the southwest corner of Lot 3 of said Block 1:

Thence, South 88° 30' 45" East 5.00 feet to the northwest corner of Lot 1 of Padderatz Subdivision;

Thence, along said east right of way line, also being along the west boundary line of said Padderatz Subdivision, South 00° 28' 50" West 89.25 feet;

Thence, along the southerly boundary line of said Padderatz Subdivision, South 46° 32' 08" East 85.77 feet to the most southerly point of Lot 3 of said Padderatz Subdivision;

Thence, South 49° 05' 09" West 5.00 feet to the northeasterly right of way line of said West Plum St.;

Thence, South 46° 37' 53" East 1535.96 feet to the most southerly point of Block 3 of said Padderatz Subdivision and also to the west boundary line of Edwards Subdivision;

Thence, along said west boundary line, South 00° 27' 28" West 570.42 feet to the south boundary line of the North 63.00 feet of Lot 1 of said Edwards Subdivision and also to an angle point of Parcel "A" of the land shown in Record of Survey No. 11623, having Instrument Number 2018-115093;

Thence, along the northerly boundary line of said Parcel "A", South 88° 51' 28" East 139.99 feet to the west right of way line of North Arthur St., as shown in said Record of Survey;

Thence, North 87° 15' 50" East 49.86 feet to the northwest corner of the land shown in Record of Survey Nos. 11479 and 12617, having Instrument Numbers 2018-072256 and 2020-165013 respectively;

Thence, along the north boundary line of said Record of Survey's, South 88° 35' 17" East 142.61 feet to the northeast corner thereof and the east boundary line of said Edwards Subdivision;

Thence, along said east boundary line and also along the west boundary line of the land shown in Record of Survey No. 3808, having Instrument Number 97019170, North 00° 16' 43" East 231.95 feet to north right of way line of West Sunset Ave.;

Thence, along the north right of way line of said West Sunset Ave., South 89° 15' 03" East 519.96 feet:

Thence, leaving said north right of way line, South 00°01'35" East, 40.00 feet to the south boundary line of said West Sunset Ave.;

Thence, leaving said right of way line and along said northerly boundary line of said Record of Survey No. 3808, South 00° 01' 35" East 140.00 feet;

Thence, continuing along said northerly boundary line, South 88° 48' 33" East 141.92 feet to the northeast corner of said Record of Survey;

Thence, South 00° 26' 58" West 534.83 feet to the northwest corner of Northside Condominiums;

Thence, along the north boundary line of said Northside Condominiums, South 89° 13' 45" East 218.70 feet;

Thence, continuing along said north boundary line, South 88° 32' 46" East 53.49 feet to the westerly right of way line of 36<sup>th</sup> St.;

Thence, leaving said westerly right of way line, South 74° 49' 21" East, 87.06 feet to easterly right of way of said 36<sup>th</sup> St., and the north right of way line of West Anderson St.;

Thence, along said north right of way line, South 89° 15' 56" East 351.46 feet;

Thence, leaving said north right of way line, South 00°25'47" West, 139.78 feet to the northwest corner of Lot 18 of Block 7 of Cruzen Addition;

Thence, along the west boundary line of said Block 7 and Block 10 of said Cruzen Addition, also being the east right of way line of North 35<sup>th</sup> St., South 00° 25' 48" West 599.83 feet;

Thence, along the southerly boundary line of said Block 10, also being the northerly right of way line of West Dewey St., South 46° 41' 42" East 376.52 feet to the southeast corner of said Block 10;

Thence, South 64° 26' 47" East 66.51 feet to the southwest corner of Lot 11 of Block 22 of said Cruzen Addition;

Thence, along the north right of way line of said West Dewey St., South 89° 17' 56" East 275.77 feet to the southeast corner of said Block 22 of said Cruzen Addition;

Thence, continuing along said north right of way line, South 89° 20' 37" East 60.00 feet to the east right of way line of North 33<sup>rd</sup> St. and the southwest corner of Lot 11 of Block 21 of said Cruzen Addition;

Thence, leaving said north right of way line, along said east right of way line, South 00° 24' 11" West 320.01 feet to the southwest corner of Lot 11 of Block 26 of said Cruzen Addition;

Thence, along the south boundary line of said Block 26, also being the north right of way line of Grace St., South 89° 18' 45" East 276.02 feet to the southeast corner of said Block 26;

Thence, along said north right of way line, South 89° 17' 02" East 60.00 feet to the southwest corner of Lot 11 of Block 27 of said Cruzen Addition and also being the east right of way line of North 32<sup>nd</sup> St.;

Thence, South 00° 28' 39" West 60.00 feet to the south right of way line of said Grace St., also being the northwest corner of Lot 20 of Block 34 of said Cruzen Addition;

Thence, along the west boundary line of said Block 34 and said east right of way line, South 00° 23' 09" West 260.01 feet to the southwest corner of Lot 11 of said Block 34 and the north right of way line of West Irene St.;

Thence, along said north right of way line and the south boundary line of said Block 34, South 89° 18' 45" East 276.02 feet;

Thence, South 89° 17' 02" East 60.00 feet to the southwest corner of Lot 11 of Block 33 of said Cruzen Addition;

Thence, South 00° 28' 39" West 60.00 feet to the south right of way line of West Irene St. and northwest corner Lot 20 of Block 39 of said Cruzen Addition;

Thence, along the east right of way line of North 31<sup>st</sup> St., South 00° 26' 27" West 260.01 feet to the southwest corner of said Block 39 and the north right of way line of Bella St.;

Thence, along said north right of way line, South 89° 18' 27" East 336.02 feet to the southwest corner of Block 40 of said Cruzen Addition;

Thence, along the east right of way line of North 30<sup>th</sup> St., South 00° 26' 30" West 551.45 feet to the Sand Creek Flume;

Thence, along said Sand Creek Flume the following courses and distances:

North 55° 58' 26" East 85.67 feet;

North 56° 00' 34" East 72.67 feet;

North 52° 56' 10" East 132.84 feet to the north boundary line of Block 47 of said Cruzen Addition;

Thence, along the south right of way line of West Hazel St., South 89° 19' 12" East 84.26 feet to the east right of way line of North 29<sup>th</sup> St.;

Thence, along said east right of way line, North 00° 28' 39" East 60.00 feet to said Sand Creek Flume

Thence, along said Sand Creek Flume, North 52° 27' 01" East 328.55 feet to the east boundary line of Block 42 of said Cruzen Addition and to the west right of way line North 28<sup>th</sup> St.;

Thence, leaving said west right of way line, South 89° 16' 38" East 60.00 feet to the west boundary line of Block 5 of Packenhams Addition, also being the east right of way line of said North 28th St.;

Thence, along said east right of way line, South 00° 34' 41" West 1138.29 feet to the southwest corner of Block 46 of Second Amended Plat of Ellis Addition;

Thence, along the southerly boundary line of said Block 46 and along the northeasterly right of way line of West State St., South 46° 41' 51" East 517.70 feet to the southeast corner of said Block 46;

Thence, leaving said northeasterly right of way line, South 57° 25' 51" West 142.69 feet to the southwesterly right of way line of said West State St., also being the northeast corner of Block 1 of Frank Davis Addition and also to a point in common with the 30<sup>th</sup> St. Urban Renewal Boundary;

Thence, along the boundary of said 30<sup>th</sup> St. Urban Renewal Boundary and along the easterly boundary line of said Block 1 and also along the westerly right of way line of North 27<sup>th</sup> St., South 43° 17' 42" West 259.93 feet to the southeast corner of Lot 10 of said Block 1;

Thence, continuing along said 30<sup>th</sup> St. Urban Renewal Boundary, South 43° 29' 05" West 60.11 feet to the northeast corner of Lot 1 of Block 10 of said Frank Davis Addition and to the southerly right of way line of Davis St.;

Thence, along the boundary of said 30<sup>th</sup> St. Urban Renewal Boundary, North 46° 40' 53" West 127.00 feet to the northeast corner of Lot 20 of said Block 10;

Thence, leaving said boundary of said 30<sup>th</sup> St. Urban Renewal Boundary, along said southerly right of way of said Davis St., North 46°40'53" West, 1685.51 feet to the easterly right of way of North Whitewater Park Blvd. and to a point that is common with said 30th St. Urban Renewal Boundary;

Thence, along said easterly right of way line and said 30<sup>th</sup> St. Urban Renewal Boundary the following courses and distances:

North 43° 40' 08" East 60.00 feet;

North 26° 02' 08" East 13.08 feet,

North 00° 09' 30" East 6.09 feet:

North 43° 20' 22" East, 216.13 feet;

North 88° 14' 40" East 21.08 feet to said southerly right of way line of said West State St.;

Thence, along said southerly right of way line, North 45°37'47" West, 133.45 feet;

Thence, leaving said southerly right of way line, along the westerly right of way line of said North Whitewater Park Blvd and said 30<sup>th</sup> St. Urban Renewal Boundary the following courses and distances:

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South 01° 59' 44" West 53.05 feet;
South 43° 20' 22" West 240.26 feet;
South 44° 19' 33" West, 269.66 feet;
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24.76 feet along a curve to the right, said curve having a radius of 23.00 feet, a delta angle of 61° 40' 42" and a chord bearing and distance of South 75° 09' 55" West 23.58 feet;

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North 46° 31' 36" West 9.42 feet;
South 43° 21' 04" West 151.02 feet;
Thence, South 44° 46' 00" East 17.00 feet;
Thence, South 45° 14' 01" West 321.49 feet;
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340.76 feet along a curve to the left, said curve having a radius of 569.50 feet, a delta angle of 34° 16' 58" and a chord bearing and distance of South 28° 05' 32" West 335.70 feet;

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South 42° 54' 07" West 179.54 feet;
North 69° 35' 21" West 223.97 feet;
Thence, South 20° 24' 40" West 59.56 feet;
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Thence, South 10° 04' 32" West 118.74 feet to the northerly boundary line of the land shown as Parcel F in Record of Survey No. 5819, having Instrument Number 102058125;

Thence, along said northerly boundary line and along the southerly boundary line of Riviera Park Subdivision the following courses and distances:

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North 71° 03' 48" West 39.53 feet;
North 81° 14' 37" West 78.73 feet;
North 61° 55' 10" West 62.95 feet;
North 44° 48' 02" West 186.30 feet;
South 36° 56' 58" West 17.92 feet;
North 38° 12' 54" West 105.26 feet;
North 40° 52' 58" West 160.04 feet;
North 20° 52' 23" West 207.69 feet;
North 25° 36' 53" West 449.90 feet;
North 52° 51' 20" West 208.56 feet;
North 43° 41' 51" West 182.75 feet to the southwest corner of Lot 1 of Block 7 of said Riviera Park Subdivision:
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Thence, along the southerly boundary line of Parcel Number S0632449090, being the lands of Farmer's Union Ditch Co. LTD the following courses and distances:

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South 36° 13' 13" West 125.66 feet,
North 49° 47' 48" West 122.09 feet,
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North 31° 10' 43" West 140.04 feet to the southwest corner thereof;

Thence, along the west boundary line of said Parcel Number S0632449090, North 33° 55' 20" East 154.10 feet to the southwest corner of the 10.00-foot-wide alley shown on said Riviera Park Subdivision;

Thence, along the west boundary line of said Riviera Park Subdivision, North 34° 18' 55" East, 778.27 feet to the southerly boundary line of Lot 2 of Block 10 of Riviera Park Subdivision Number Two;

Thence, along said southerly boundary line, North 53° 20' 22" West 14.40 feet to the southwest corner of said Lot 2;

Thence, along the westerly boundary line of said Riviera Park Subdivision Number Two, North 34° 42' 45" East 119.90 feet to the westerly right of way line of Clover Dr;

Thence, along said westerly right of way, North 38° 51' 09" West 35.36 feet;

Thence, continuing along said westerly right of way line, North 34° 15' 04" East 656.16 feet to the southerly right of way line of West State St.;

Thence, along said southerly right of way line, North 06° 10' 38" West 11.12 feet; Thence, continuing along said southerly right of way, North 47° 07' 52" West 572.55 feet to the easterly right of way of Veterans Memorial Parkway;

Thence, along said easterly right of way, South 87° 45' 53" West 38.80 feet;

Thence, continuing along said easterly right of way, South 43° 17' 08" West 152.86 feet;

Thence, leaving said easterly right of way line, North 45° 33' 58" West 121.10 feet to the easterly boundary line of Lot 1 of Ralph Jones Subdivision;

Thence, along the southerly right of way line of West Alameda St., North 46° 40' 47" West 414.03 feet to the northwest corner of Lot 10 of said Ralph Jones Subdivision and to the easterly right of way line of North Mercer St.;

Thence, leaving said easterly right of way line, North 55° 54' 38" West 35.53 feet to the westerly right of way line of said North Mercer St. and to the northeast corner of the land shown as Parcel 1 of Record of Survey No. 3794, having Instrument Number 97014785;

Thence, North 47° 16' 05" West 189.97 feet to the northwest corner of the land shown as Parcel 2 of said Record of Survey;

Thence, along the westerly boundary line of said Parcel 2, South 39° 41' 31" West 5.06 feet;

Thence, continuing along said westerly boundary line, South 43° 17' 43" West 72.37 feet;

Thence, leaving said westerly boundary line, along the southerly boundary line of the land shown as Parcel A in Record of Survey No. 6197, having Instrument Number 103105957, North 45° 35' 20" West 79.05 feet;

Thence, continuing along said southerly boundary line, North 86° 59' 09" West 15.62 feet;

Thence, along the west boundary line of said Parcel A, North 01° 00' 45" East 104.97 feet to the northeast corner of the land shown as Parcel C in Record of Survey No. 2925, having Instrument Number 94068183;

Thence, North 46° 36' 36" West 802.31 feet to the easterly right of way line of North Lander St.;

Thence, leaving said easterly right of way line, North 46° 19' 36" West 40.09 feet to the westerly right of way line of said North Lander St.;

Thence, North 46° 38' 56" West 495.08 feet to the easterly right of way line of North Fargo St.;

Thence, along said easterly right of way line, South 43° 21' 56" West 99.97 feet;

Thence, leaving said easterly right of way line, North 46° 26' 20" West 44.99 feet to the westerly right of way line of said North Fargo St.;

Thence, leaving said westerly right of way line, North 46° 45' 35" West 209.62 feet to the easterly right of way of the Farmers Union Canal;

Thence, along the right of way line of said Farmers Union Canal the following courses and distances:

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South 06° 59' 25" East 126.92 feet;
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South 00° 41' 00" West 44.87 feet;

South 04° 59' 32" West 130.34 feet;

South 06° 22' 29" West 238.76 feet;

North 42° 58' 49" East 11.64 feet;

South 05° 11' 32" West 56.38 feet;

North 86° 59' 47" West 74.40 feet;

North 00° 23' 50" East 455.39 feet to the southeast corner of the land shown in Record of Survey No. 5989, having Instrument Number 102133705;

Thence, leaving said right of way line, along the south boundary line of said Record of Survey, North 89° 34' 30" West 350.00 feet to the southwest corner of said Record of Survey;

Thence, along the west boundary line of said Record of Survey, North 00° 18' 26" East 469.56 feet to the northwest corner of said Record of Survey;

Thence, along the north boundary line of said Record of Survey, South 89° 32' 42" East 89.75 feet;

Thence, leaving said Record of Survey, North 24° 52' 53" West 85.54 feet to the north right of way line of Willow Ln. and the southwesterly line of the Boise Valley Ditch;

Thence, along the southwesterly line of said Boise Valley Ditch the following courses and distances:

North 46° 14' 19" West 174.70 feet,

North 58° 50' 37" West 60.36 feet,

North 00° 55' 54" West 15.38 feet,

North 46° 14' 20" West 196.27 feet to the east boundary line of Lot 2 of Esslinger Subdivision;

Thence, along said east boundary line, North 00° 00' 00" East 32.81 feet to the northeast corner of said Lot 2;

Thence, along the north boundary line of said Lot 2, also being along the south right of way line of Alamosa St., North 89° 34' 54" West 76.75 feet;

Thence, North 06° 16' 30" East 50.30 feet to the north right of way line of said Alamosa St. and the Boise Valley Ditch;

Thence, along said Boise Valley Ditch, North 44° 38' 33" West 219.52 feet to the east boundary line of Lot 12 of Alamosa Subdivision;

Thence, along said east boundary line, North 00° 00' 00" East 15.19 feet to the northeast corner of said Lot 12 and to the south boundary line of the land shown in Record of Survey No. 7305, having Instrument Number 106042795;

Thence, along said south boundary line, and along the north boundary line of said Alamosa Subdivision, North 89° 26' 41" West 155.60 feet to the southwest corner of said Record of Survey and to the southeast corner of Daniel Place Subdivision;

Thence, along the east boundary line of said Daniel Place Subdivision, North 00° 23' 53" East 119.52 feet to the northeast corner of Lot 11 of Block 1 of said Daniel Place Subdivision;

Thence, along the northeasterly boundary line of said Daniel Place Subdivision, North 43° 55' 02" West 208.34 feet to the south right of way line of West Wylie Ln.;

Thence, leaving said south right of way line and said Daniel Place Subdivision, North 31° 03' 42" West 63.49 feet to the north right of way line of said West Wylie Ln.;

Thence, along the Boise Valley Ditch, North 44° 34' 18" West 383.64 feet to the south boundary line of the land shown as Parcel C in Record of Survey No. 6751, having Instrument Number 105003454;

Thence, along said south boundary line, North 89° 15' 57" West 254.52 feet;

Thence, continuing along said south boundary line, South 47° 56' 17" West 41.82 feet;

Thence, continuing along said south boundary line, 52.61 feet along a curve to the left, said curve having a radius of 40.00 feet, a delta angle of 75° 21' 44" and a chord bearing and distance of North 53° 16' 10" West 48.90 feet to the southwest corner of said Parcel C;

Thence, along the northwesterly boundary line of said Parcel C, North 42° 16' 28" East 537.79 feet to the southerly right of way line West State St.:

Thence, along said southerly right of way line the following courses and distances:

North 46° 03' 08" West 37.34 feet, North 33° 12' 15" West 12.01 feet,

354.78 feet along a curve to the left, said curve having a radius of 3537.00 feet, a delta angle of 05° 44′ 50″ and a chord bearing and distance of North 45° 46′ 08″ West 354.63 feet,

North 48° 38' 23" West 232.94 feet, South 41° 07' 31" West 6.06 feet, North 48° 24' 13" West 13.71 feet,

Thence, North 72° 11' 43" West 24.67 feet to the southeasterly right of way line of North Lakeharbor Ln.;

Thence, along the right of way of said North Lakeharbor Ln. the following courses and distances:

South 40° 58' 24" West 15.07 feet, North 48° 38' 37" West 1.89 feet, South 41° 26' 21" West 26.38 feet, South 46° 12' 09" West 115.05 feet,

168.99 feet along a curve to the right, said curve having a radius of 217.95 feet, a delta angle of 44° 25' 31" and a chord bearing and distance of South 68° 24' 50" West 164.79 feet,

North 89° 24' 59" West 343.50 feet to the southeast corner of Lot 8 of Block 1 of Eastlake Subdivision;

Thence, along the east boundary line of said East Lake Subdivision, North 03° 38' 07" West 180.02 feet;

Thence, South 86° 26' 14" West 109.98 feet;

Thence, North 00° 29' 27" East 435.69 feet to the northerly boundary line of Lot 5 of Block 1 of Lakeharbor No. 1;

Thence, along the northerly boundary line of said Lot 5 and Lot 6 of said Block 1 and the southerly right of way line of North Lakeharbor Ln., the following courses and distances:

North 48° 34' 22" West 210.14 feet;

107.55 feet along a curve to the left, said curve having a radius of 136.00 feet, a delta angle of 45° 18' 30" and a chord bearing and distance of North 71° 17' 39" West 104.77 feet;

South 86° 13' 47" West 460.49 feet;

Thence, leaving said southerly right of way line, North 03° 51' 52" West 196.41 feet along the west right of way line of North Harbor Lane;

Thence, continuing along said west right of way line, 77.62 feet along a curve to the right, said curve having a radius of 355.00 feet, a delta angle of 12°31'37" and a chord bearing and distance of North 02°17'05" East 104.77 feet;

Thence, along the northeasterly boundary line of said Tivoli Gardens Subdivision, North 61° 04' 53" West 449.32 feet to the northwest corner of Lot 10 of said Block 1 of said Tivoli Gardens Subdivision;

Thence, along the westerly boundary line of Lot 16 of Block 1 of Lakeharbor No. 4 and also along the westerly boundary line of the land shown as Parcel A in Record of Survey No 10724, having Instrument Number 2016-117161, North 28° 46' 08" East 439.23 feet to the southerly right of way line of West State St.;

Thence, along the southerly right of way of said West State St., the following courses and distances:

```
Thence, North 39° 19' 44" West 11.34 feet, Thence, North 48° 49' 03" West 25.98 feet, Thence, North 33° 43' 08" West 5.76 feet, Thence, North 48° 49' 03" West 53.03 feet, Thence, North 19° 25' 22" West 16.32 feet, Thence, North 49° 19' 09" West 57.11 feet, Thence, North 79° 19' 09" West 15.01 feet,
```

56.53 feet along a curve to the left, said curve having a radius of 5671.50 feet, a delta angle of 00° 34' 16" and a chord bearing and distance of North 49° 31' 28" West 56.53 feet,

Thence, North 28° 27' 43" East 1.53 feet,

```
Thence, North 50° 46' 50" West 150.02 feet, Thence, North 39° 41' 50" West 86.78 feet, Thence, North 51° 01' 15" West 456.48 feet, Thence, South 38° 27' 33" West 12.00 feet, Thence, North 50° 35' 28" West 361.90 feet, Thence, North 45° 20' 51" East 11.66 feet, Thence, North 50° 51' 52" West 997.95 feet, Thence, North 50° 31' 48" West 573.96 feet, Thence, North 50° 59' 45" West 1449.31 feet,
```

219.20 feet along a curve to the right, said curve having a radius of 17229.00 feet, a delta angle of 00° 43' 44" and a chord bearing and distance of North 51° 46' 53" West 219.20 feet,

```
Thence, North 48° 55' 02" West 349.02 feet,
Thence, North 49° 45' 19" West 539.88 feet,
```

189.60 feet along a curve to the right, said curve having a radius of 5780.00 feet, a delta angle of 01° 52' 46" and a chord bearing and distance of North 48° 18' 55" West 189.59 feet,

```
Thence, North 47° 18' 21" West 156.81 feet, Thence, North 42° 51' 49" East 10.00 feet, Thence, North 46° 54' 07" West 447.60 feet, Thence, South 42° 37' 41" West 10.00 feet, Thence, North 47° 23' 01" West 280.91 feet,
```

62.03 feet along a curve to the left, said curve having a radius of 11410.00 feet, a delta angle of 00° 18' 41" and a chord bearing and distance of North 47° 28' 13" West 62.03 feet,

```
Thence, North 41° 53' 07" East 8.68 feet,
Thence, North 47° 54' 22" West 755.76 feet,
Thence, South 41° 59' 42" West 12.00 feet,
Thence, North 48° 38' 13" West 378.59 feet,
Thence, North 48° 20' 59" West 339.79 feet,
Thence, North 48° 21' 00" West 35.61 feet,
Thence, North 41° 30' 43" East 27.51 feet,
Thence, North 48° 00' 50" West 1003.56 feet,
```

432.74 feet along a curve to the left, said curve having a radius of 1870.00 feet, a delta angle of 13° 15' 33" and a chord bearing and distance of North 54° 58' 37" West 431.78 feet,

```
Thence, North 61° 28' 48" West 24.71 feet,
Thence, North 61° 56' 21" West 217.43 feet,
Thence, North 61° 25' 50" West 609.64 feet,
Thence, North 61° 16' 11" West 331.60 feet,
Thence, South 27° 01' 32" West 5.00 feet,
```

```
Thence, North 61° 14' 00" West 299.07 feet, Thence, North 60° 35' 51" West 125.04 feet, Thence, North 57° 33' 42" West 62.37 feet, Thence, North 61° 29' 13" West 996.18 feet, Thence, North 61° 14' 34" West 100.15 feet, Thence, North 61° 04' 23" West 133.32 feet, Thence, North 61° 22' 06" West 315.45 feet, Thence, North 61° 14' 21" West 958.25 feet, Thence, North 66° 01' 50" West 52.52 feet, Thence, North 61° 22' 54" West 777.22 feet,
```

321.93 feet along a curve to the left, said curve having a radius of 5690.00 feet, a delta angle of 03° 14' 30" and a chord bearing and distance of Thence, North 63° 04' 27" West 321.88 feet,

```
Thence, North 64° 41' 26" West 334.84 feet,
Thence, North 64° 35' 23" West 59.84 feet,
Thence, North 64° 32' 50" West 449.55 feet,
Thence, North 64° 37' 14" West 624.01 feet,
Thence, North 64° 38' 25" West 173.00 feet,
Thence, North 64° 53' 53" West 370.45 feet,
Thence, North 64° 53' 52" West 1270.05 feet to the east right of way line of North Horseshoe
Bend Road:
```

Thence, along said east right of way line, North 09°13'30" West, 203.89 feet;

Thence, continuing along said east right of way line, North 00°35'46" East, 386.84 feet;

Thence, continuing along said east right of way line, South 89°12'52" East, 17.00 feet

Thence, continuing along said east right of way line, North 00°37'49" East, 505.20 feet to the **POINT OF BEGINNING,** containing 577 acres or 25,141,244 square feet more or less and approximately 15.96 miles of perimeter length.

The above described description was created for Capital City Development Corporation, CCDC and the Idaho State Tax Commission. The boundary of this description was not made from an actual survey on the ground but utilized the parcel lines created by the Ada County Assessor's Division of Land Records/GIS, Geographic Information System established on the Ada County Coordinate System. Record information from subdivision plats and records of surveys was researched and reviewed in comparison with the provided Ada County GIS parcel linework for mapping. Where applicable, the record information and distance data of said plats and records of survey was used for a reasonable accuracy of the acreage described herewith.

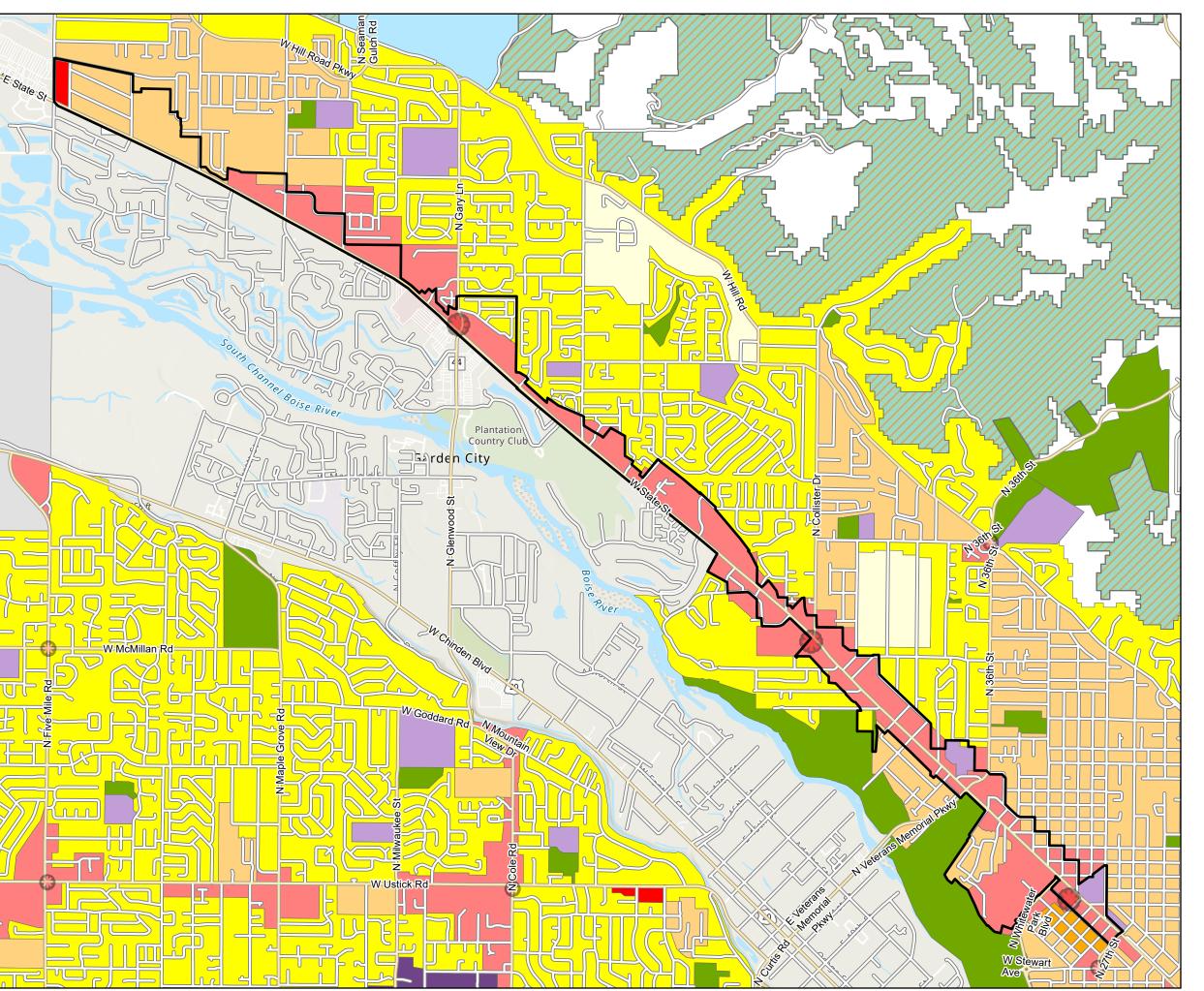
#### Attachment 3

#### Private Properties Which May Be Acquired by the Agency

- 1. The Agency has not identified any particular parcel for the construction of public improvements or for private redevelopment. Properties which may be subject to acquisition include parcels to:
  - a) assemble with adjacent parcels to facilitate redevelopment;
  - b) assemble with adjacent rights-of-way to improve configuration and enlarge parcels for redevelopment;
  - c) reconfigure sites for development and possible extension of streets or pathways;
  - d) assemble for future transfer to qualified developers to facilitate the development of mixed-use, residential (including affordable and/or workforce housing), commercial and retail areas; or
  - e) assemble for the construction of certain public improvements, including but not limited to streets, streetscapes, water and sewer improvements, environmental remediation/site preparation, public parking, community facilities, parks, pedestrian/bike paths and trails, recreation access points, and other public facilities.
- 2. The Agency reserves the right to acquire any additional right-of-way or access routes near or around existing or planned rights-of-way.
- 3. The Agency reserves the right to acquire property needed to provide adequately sized sites for high priority projects for the development of public improvements (the exact location of which has not been determined).
- 4. Other parcels may be acquired for the purpose of facilitating catalyst or demonstration projects, constructing public parking, constructing new streets or pathways, enhancing public spaces, or to implement other elements of the urban renewal plan strategy and/or any master plan for the Project Area, including support for affordable and/or workforce housing projects.

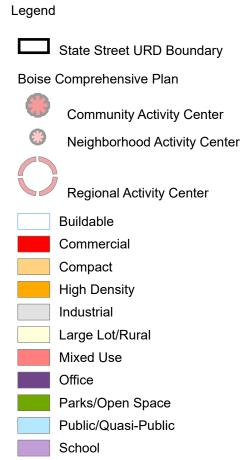
#### Attachment 4

Map Depicting Expected Land Uses and Current Zoning Map of the Project Area





# **CCDC State Street URD**





Slope Protection

Suburban



This drawing is to be used only for reference purposes; Boise city is not responsible for any inaccuracies herein contained.

### Attachment 5

Economic Feasibility Study



# CAPITAL CITY DEVELOPMENT CORPORATION

# State Street Urban Renewal District Feasibility Study

DRAFT REPORT | August 2, 2021



# State Street Urban Renewal District Feasibility Study

August 2, 2021

#### S. B. FRIEDMAN & COMPANY

221 N. LaSalle St. Suite 820 Chicago, IL 60601 T: 312.424.4250 F: 312.424.4262 E: info@sbfriedman.com

**Contact:** Geoff Dickinson

T: 312.384.2404 E: gdickinson@sbfriedman.com

# CAPITAL CITY DEVELOPMENT CORPORATION State Street Urban Renewal District Feasibility Study

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# 1. Executive Summary

### **Urban Renewal and Economic Development Law Requirements**

Idaho Code 50-2905 provides that the urban renewal agency shall prepare and adopt a plan for each revenue allocation area. The agency shall submit the plan and recommendation for approval thereof to the local governing body. Among the plan requirements listed in Idaho Code 50-2905, the plan shall include an economic feasibility study. Idaho Code 50-2905 also articulates the economic feasibility study must be held to a standard of specificity. The following State Street Urban Renewal District Feasibility Study ("Feasibility Study") sets forth findings for the proposed plan.

SB Friedman Development Advisors ("SB Friedman") was retained by the Urban Renewal Agency of the city of Boise City, Idaho, also known as Capital City Development Corporation ("CCDC" or "Agency"), to prepare an economic feasibility study pursuant to the Local Economic Development Act, Chapter 29, Title 50, Idaho Code (the "Act") for the Urban Renewal Plan ("Plan") for the State Street District Urban Renewal Project Area ("District").

Economic feasibility is an analysis of a scenario of revenues that could be generated by an urban renewal district based upon a market assessment, and the future costs required to make necessary improvements supported by those revenues. SB Friedman evaluated projected revenues for the District against projected costs associated with the District planned improvements ("District Project Costs") to ensure economic feasibility of the Plan. While feasibility findings refer to specific outlined District Project Costs (which include Feasible Capital Project Costs, Operations Costs and Other Financing Costs), currently Unfunded Capital Project Costs could be paid for if the District generates more revenues than projected, if additional funding sources are leveraged, or if Agency prioritization of Project Costs change.

# **Findings of Feasibility**

The incremental taxable values and resulting incremental property tax revenues over the 20-year term of the proposed District (fiscal years 2023-2042) are summarized in Appendix III. Incremental property tax revenues are based on increases in taxable value for existing properties in the proposed District related to assumed appreciation and increases in taxable value resulting from development and/or redevelopment of portions of the District over the 20-year term. Adjustments were made to account for the recent high rate of growth in property values. The total projected incremental property tax revenues for the District over the 20-year Plan period amount to approximately \$178.6 million undiscounted, or approximately \$103.1 million in present value (discounted at 4% to 2021 dollars).

Feasible Capital Project Costs were provided to SB Friedman by CCDC, in four five-year periods, also referred to as "quarters". Appendix V shows a scenario which demonstrates the ability of the District to fund approximately \$122.0 million in present value District Project Costs over the 20-year term. The District Project Costs exceed the present value of District Revenues due to an assumed 3% cost escalation rate. These District

<sup>&</sup>lt;sup>1</sup> Quarters are associated with the years that the URD is projected to collect revenue. Quarter 1 begins in Fiscal Year 2023.

Project Costs include \$93.6 million in Feasible Capital Project Costs, \$12.4 million in Operations Costs and \$16.0 million in Other Financing Costs. The scenario includes Feasible Capital Project Costs and Operations Costs paid out of incremental property tax revenue cash flow in the first quarter, followed by three bond issuances – one in each of the remaining three quarters.

Projected Other Financing Costs include the assumed interest payments for each of the bond issuances (assumed to be 4% annually). According to these projections, CCDC would be capable of assuming approximately \$117.2 million in debt in the final three quarters of the life of the District (undiscounted), all of which could be paid off prior to the expiration of the District. The projected revenues and District Project Costs result in a cumulative fund balance of approximately \$517,000 in 2042, or approximately \$227,000 in present value. Any surplus remaining after termination of the URD would be submitted to Ada County for distribution to local taxing bodies.

#### **Other Considerations**

Funding sources in addition to incremental property taxes may be available or be feasible for CCDC to use in financing District Project Costs and Unfunded Capital Project Costs. Other revenues could include private, federal, state and/or local government funding sources that may become available to assist in the financing of future projects.

# 2. Introduction

The City of Boise (the "City") identified approximately 577 acres along the State Street Corridor in northeast Boise as eligible for designation as an urban renewal district in May 2019 (the "District"). Implementing an urban renewal district provides the opportunity for the City to utilize revenue allocation funds, also known as tax increment financing (TIF) revenues, as a means of funding geographically targeted public improvements. As permitted by Idaho law, TIF can improve the ability of an urban renewal district to assist in economic development projects, make infrastructure improvements and implement mobility initiatives and placemaking projects which benefit the area.

Idaho Code 50-2905 requires CCDC to evaluate the economic feasibility of a proposed district and include economic feasibility findings within the Plan which shall be held to a standard of specificity. This Feasibility Study evaluates the existing status of the District and reviews a development scenario and the resulting impact on the revenue generation capability of the District. In the process of satisfying the requirements, CCDC coordinated with City staff and three consulting firms that developed key inputs to the Feasibility Study. SB Friedman led the financial analyses while MIG and Quadrant Consulting ("Quadrant") coordinated on the design, physical planning and cost estimating, and developed a Corridor Framework Plan.

The following key documents and models were developed and serve as key inputs into this Feasibility Study and will be referenced throughout the report:

- 1. **Market Assessment** | Real estate development projections over the 20-year term of the District, based on market research and trend data.
- 2. **Revenue Model |** Projections of District incremental property tax revenues building on the Market Assessment and other key assumptions.
- 3. **Corridor Framework Plan** | A design plan which expands upon the Market Assessment, identifying necessary and desired public improvements, as well as existing infrastructure deficiencies and estimated costs.
- 4. **Capital Project Costs** | Projected costs associated with the desired improvements referenced in the Corridor Framework Plan that could be incurred by the URD.
- 5. **Feasibility Model** A financial model prepared by SB Friedman which reconciles the Revenue Model and Project Costs, which then identifies specific costs which are projected to be supportable based on the results of the Revenue Model (District Project Costs).

## State Street Urban Renewal District Boundary

The proposed District, which was established following State Street Corridor Transit Oriented Development planning efforts conducted in 2018, extends approximately six miles along State Street and is bounded by Horseshoe Bend Road and the City of Eagle to the northwest and 27<sup>th</sup> Street on the southeast. The southwest portion of the District is bounded by the City of Garden City. State Street is the local name for the portion of Idaho State Highway 44 that connects downtown Boise with the City of Eagle to the northwest.

There are 668 parcels in the District encompassing approximately 577 acres (inclusive of public right-of-way). Major land uses present within the District include residential (402 parcels, including multifamily), retail (134), office (34) and public/institutional (5). The majority of remaining parcels are currently vacant or are utilized as surface parking. Right-of-way accounts for 137 acres, or approximately 24% of the District.

The proposed District includes 5 publicly owned parcels that encompass 60 acres, or approximately 10% of the District. Publicly owned parcels are predominately located near the southern end of the District, including the Idaho Transportation Department Headquarters (ITD Headquarters) and William Howard Taft and Lowell Elementary Schools, and have no taxable value. Many of the publicly owned sites are either listed on the National Register of Historic Places (NRHP) or were identified as eligible to be listed in the NRHP according to a Cultural Resource Survey Report produced in support of the District formation process.. It is assumed that any private improvements made on land currently in public ownership will be taxable moving forward, regardless of land disposition strategy.

# **Existing Valuation of the Urban Renewal District**

The proposed District had a taxable value of approximately \$324,350,600 as of 2021. Classification of parcels by Ada County Assessor use category is included in **Figure 1**.

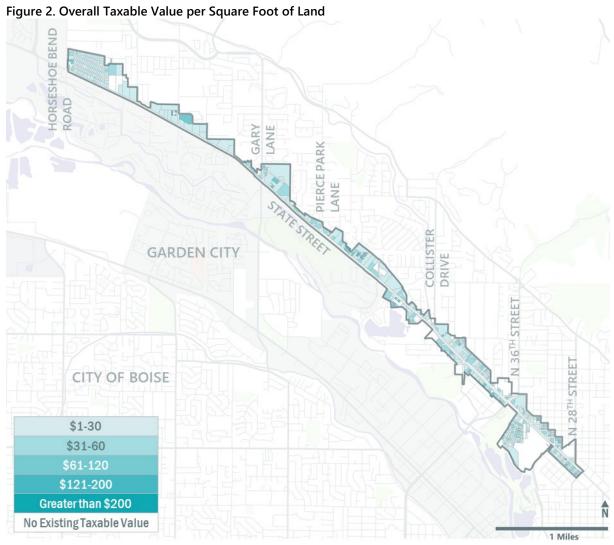
Figure 1. 2021 Taxable Value by Assessor Use Category

Land Use Category	Taxable Value [1]
Residential	\$132,714,700
Commercial/Retail	\$178,797,700
Public/Institutional	\$0
Other	\$12,838,200
Total	\$324,350,600

[1] Based on preliminary 2021 values

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

Existing taxable value was also analyzed spatially to identify lower value nodes within the proposed District. **Figure 2** on the following page displays taxable value per land square foot throughout the proposed District. Most properties with a higher existing taxable value per square foot are located in recent residential developments.



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

# 3. Development Program Projections

According to Idaho Code 50-2903(10) increment value means "the total value calculated by summing the difference between the current equalized value of each taxable property in the revenue allocation area and that property's current base value on the base assessment roll, provided such difference is a positive value." According to Idaho Code 50-2903(4), base value on the "base assessment roll" means the equalized assessment rolls, for all classes of taxable property, on January 1 of the year in which the City Council passes an ordinance adopting the Plan containing a revenue allocation provision. Assuming City Council action before December 31, 2021, the effective date will be January 1, 2021 and the base year will be 2021 ("Base Year"). For the purposes of this Feasibility Study, SB Friedman used the preliminary 2021 taxable values for each parcel in the proposed District reported by Ada County as the estimated base value. Incremental value was calculated on an annual basis by property (interpreted to be parcels) through the termination date, set 20 years from the Base Year of the Plan (50-2903) (December 31, 2041). During the life of an urban renewal district, incremental value of real property is generated as a result of one or both of the following:

- 1. Increases in taxable value resulting from development or redevelopment over the 20-year term; and
- 2. Increases in taxable value due to appreciation.

SB Friedman conducted a Market Assessment to inform projections of new development/redevelopment over the 20-year term. The Market Assessment was the result of review of the data sources and planning materials identified in **Figure 3** below. SB Friedman also conducted stakeholder interviews with prospective developers.

Figure 3. Key Market Assessment Data Sources

Data Source	Data Type		
CoStar	Historic Vacancy	Absorption	
	Historic Rents	• Existing Supply	
Census	Residential Building Permit Data	dential Building Permit Data • Public Use Microdata	
	Population Estimates	<ul> <li>Longitudinal Employer-Household Dynamics</li> </ul>	
ESRI Business Analyst	Historic Sales		
Market Materials	Leland Consulting Group (Leland) State     Street TOD Studies	Marketing Brochures	
Planning Materials	• COMPASS	Boise City Plans	
	CCDC Plans	<ul> <li>Neighborhood Plans</li> </ul>	
Ada County	Assessor Data (Taxable Value, Zoning)		

Projections were based in part on COMPASS-forecasted household and employment growth over the term of the proposed District. SB Friedman converted projected household growth to housing unit change using consumer preference and household size trends. Forecasted employment growth drove projected development of new commercial building square footage using market assumptions founded in historic analysis and development trends. The resulting development program included in the 'new development' revenue projections is 1,100 single-family residential units, 2,600 multifamily residential apartment units, 50,000 square feet of office space, 362,000 square feet of retail space, and 120 hotel units (the "Development Program"). The Development Program is comprised of a few Known Developments (anticipated projects that are very likely to occur) and demand-based development (the remainder of the demand projected in the Market Assessment).

Excluding the Known Developments, the Development Program is projected to phase in evenly over a 19-year period for each land use. The Known Developments are assumed to deliver in 2021 and be fully assessed in 2022.

SB Friedman analyzed competitive new real estate product to derive a series of taxable value assumptions for the Development Program. Due to recent growth in 2021 assessed and taxable values in Ada County, SB Friedman also conducted supplementary analyses and interviews to inform future escalation assumptions. These inputs helped drive the incremental taxable value estimates and thus tax projections in the Revenue Model. Key assumptions include:

- Taxable Value Escalation Trends | SB Friedman used median housing values from peer markets as a benchmark for future maximum assessed values in Boise. The recent high rate of growth in housing values is projected to continue in the first two years of the District, decline in the subsequent two years of the District, and then stabilize at a more moderate (2%) growth rate through the remainder of the District.
- **Taxable Value** | SB Friedman generated taxable value assumptions on a per-square-foot or per-unit basis by evaluating comparable new construction projects in and near the District. Estimated taxable values were inflated annually to the year of delivery using the variable taxable value escalation assumptions described above.
- **Absorption of Taxable Value** | For Known Developments, SB Friedman assumed 100% of the projected taxable value will be absorbed in the year after a project delivers.
- **Taxable Value Growth Rate** | Existing property within the District was assumed to appreciate annually using the variable taxable value escalation assumptions described above.
- Levy Rates | SB Friedman assumed a variable property tax levy over the life of the District. Levy rates are regulated by statutory requirements, which limit taxing district budgetary growth and typically have an inverse relationship to taxable value growth. Multiplying the estimated levy rate and the projected incremental taxable value in the District results in estimated incremental property tax revenues.
- **Discount Rate/Cost of Borrowing |** Per CCDC, SB Friedman assumed a 4.0% discount rate when discounting projected revenues to calculate present value. Revenues were discounted to 2021 dollars for consistency. Likewise, all bond amortization schedules assume an interest rate on all bonds of 4.0%.

# 4. Revenue Projection

**Figure 4** summarizes the projected incremental property tax generation capability of the proposed District per the Market Assessment program detailed above, realized over the 20-year term of the Plan. The figure is the result of the Revenue Model which accounts for both the Development Program value growth and appreciation of existing real estate.

Figure 4. District Tax Generation Projection

		Sources of Revenue		Combined Revenue
CCDC	URD	Revenue from Appreciation	Revenue from Projected	Combined Growth &
Fiscal Year	Year	of the Existing Real Estate	Development	Increment Revenue (Gross)
[1,2,3]		[4]	[4,5]	
2021	0	\$0	\$0	\$0
2022	1	\$0	\$0	\$0
2023	2	\$644,458	\$549,132	\$1,193,590
2024	3	\$1,201,344	\$1,094,723	\$2,296,067
2025	4	\$1,472,447	\$1,656,853	\$3,129,300
2026	5	\$1,731,555	\$2,240,378	\$3,971,933
2027	6	\$1,804,103	\$2,836,960	\$4,641,063
2028	7	\$1,877,447	\$3,450,896	\$5,328,342
2029	8	\$1,951,674	\$4,082,673	\$6,034,347
2030	9	\$2,026,797	\$4,732,690	\$6,759,487
2031	10	\$2,102,833	\$5,401,359	\$7,504,192
2032	11	\$2,179,797	\$6,089,098	\$8,268,895
2033	12	\$2,257,705	\$6,796,332	\$9,054,037
2034	13	\$2,336,609	\$7,523,619	\$9,860,228
2035	14	\$2,416,450	\$8,271,167	\$10,687,617
2036	15	\$2,497,285	\$9,039,549	\$11,536,834
2037	16	\$2,579,127	\$9,829,221	\$12,408,347
2038	17	\$2,661,993	\$10,640,655	\$13,302,648
2039	18	\$2,745,902	\$11,474,340	\$14,220,241
2040	19	\$2,830,974	\$12,331,216	\$15,162,190
2041	20	\$2,917,020	\$13,210,895	\$16,127,915
2042		\$3,004,160	\$14,114,329	\$17,118,489
Total Unc	liscounted Reve	nues, 2023-2042		\$178,605,763
Total Revenues, Present Value 2023-2042 (2021\$)				\$103,098,000

<sup>[1]</sup> Assumes the URD is approved in 2021, with the first increment realized in 2022.

In total, the proposed District is anticipated to generate approximately \$178.6 million in incremental property tax revenue over the life of the proposed District, undiscounted. Discounted at 4.0%, these revenues are

<sup>[2]</sup> Taxes are collected one year in arrears: incremental property taxes in year 2022 are modeled to be collected in year 2023.

<sup>[3]</sup> The URD will receive collections from the 20th and last year of the URD in calendar year 2042.

<sup>[4]</sup> Based on SB Friedman's forecasted annual levy rate.

<sup>[5]</sup> Revenue from the Development Program includes all inflationary increment on previous year additions.

approximately \$103.1 million in 2021 dollars. In the development scenario detailed above, the proposed District generates more incremental revenue each quarter: rising from \$15.2 million in the first quarter to \$75.9 million in the last quarter (undiscounted). Revenues by quarter are summarized in **Figure 5**.

Figure 5. Projected District Revenues by Quarter

	Undiscounted	Discounted
First Quarter (2023-2027)	\$15,232,000	\$12,752,000
Second Quarter (2028-2032)	\$33,895,000	\$23,648,000
Third Quarter (2033-2037)	\$53,547,000	\$30,780,000
Fourth Quarter (2038-2042)	\$75,931,000	\$35,918,000
Total [1]	\$178,606,000	\$103,098,000

[1] Numbers may not add due to rounding

Source: SB Friedman



# 5. Project Costs

Idaho Code 50-2905 requires a detailed list of estimated project costs the urban renewal district is likely to incur in the revenue allocation area. Idaho Code 50-2905 also requires improvements be provided with specificity, including the kind, number and location of all proposed public works or improvements in addition to the estimated costs of each. In creating the kind, number and location of projects, CCDC worked with City of Boise staff, MIG, Quadrant and SB Friedman to develop a Corridor Framework Plan for the proposed District.

The Corridor Framework Plan is a design concept for the proposed District. The Corridor Framework Plan reflects public and private development projected to occur over the next 20 years. Private real estate development in the plan is based on the Development Program from the Market Assessment. Development is assumed to occur on sites susceptible to change, which are sites which could reasonably be expected to develop over the next 20 years. Quadrant used the Market Assessment to identify the utility and infrastructure improvements necessary to support that projected development. The infrastructure improvements, along with other public realm improvements identified by MIG (e.g., parks, public plazas, etc.) were incorporated into the broader Corridor Framework Plan which collectively identifies Capital Project Costs for the District.

The Capital Project Costs included within the Corridor Framework Plan were then combined with Operations Costs and Other Financing Costs in order to assess feasibility. Capital Project Costs were further filtered into Feasible Capital Project Costs and Unfunded Capital Project Costs. Feasible Capital Project Costs, Operations Costs and Other Financing Costs collectively comprise the District Project Costs. Each of these primary cost categories, which are included within the Feasibility Model, are detailed further below.



DISTRICT PROJECT COSTS

#### DISTRICT PROJECT COST COMPONENTS



**Feasible Capital Project Costs** 

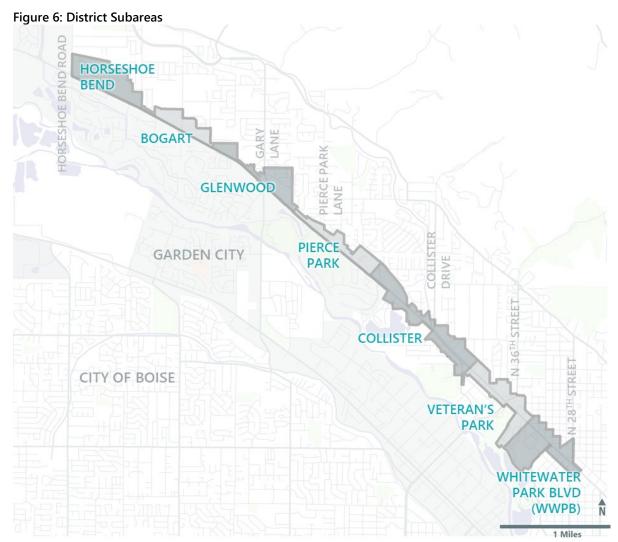
Feasible Capital Project Costs typically advance CCDC's key strategies: Economic Development, Infrastructure, Mobility, Placemaking and Special Projects. A selection of Feasible Capital Project Costs for the proposed District are highlighted below by strategy.

• **Economic Development** | Feasible Capital Project Costs for Economic Development include land acquisition to support mixed-use development in the proposed District.

- Infrastructure | Feasible Capital Project Costs for Infrastructure include a variety of street and streetscaping improvements including but not limited to installation of sewer and water mains and curb, gutter and sidewalk improvements.
- **Mobility** | Feasible Capital Project Costs for Mobility include funding for nine Bus Rapid Transit stations along State Street, new local streets, and multi-use pathways.
- **Placemaking** | Feasible Capital Project Costs for Placemaking include funding for festival street improvements and land acquisition for the creation of public parks, plazas and public space in the proposed District.
- **Special Projects** | Feasible Capital Project Costs for Special Projects include funding for efforts such as historic preservation and public art.

The Feasible Capital Project Costs included in this Feasibility Study assume CCDC is only responsible for a share of costs, which ranges from 25-100% depending on the line item. Remaining costs are assumed to be provided by grant funding, other public agencies, or private developers. Cost sharing assumptions in the Feasibility Study are non-binding. Estimates are for planning purposes and will require further negotiation and approval by CCDC and its partners, recognizing constitutional and statutory budget limitations of the overlapping taxing districts.

Feasible Capital Project Costs are distributed across seven subareas within the proposed District. The subareas are centered around proposed transit station nodes and are illustrated in **Figure 6** below. The Feasible Capital Project Costs are summarized in **Figure 7** by node and key objective. **Appendix IV** further details both Feasible and Unfunded Capital Project Costs including anticipated timing.



Source: CCDC, City of Boise, Esri, MIG, Quadrant, SB Friedman

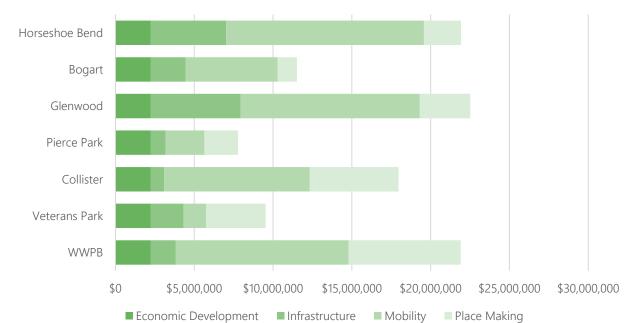


Figure 7: Summarized Feasible Capital Project Costs by Subarea

Source: CCDC, City of Boise, Esri, MIG, Quadrant, SB Friedman

# 2 Operation Costs

Per CCDC direction, SB Friedman assumed 12.0% of incremental property tax revenue will be used to fund CCDC agency initiatives, operations & professional services.

# Other Financing Costs

Other Financing Costs account for bond interest expected to be required within the proposed District. Financing costs will be discussed further in **Section 8**.

SB Friedman projects that \$93.6M in Feasible Capital Project Costs, \$12.4M in CCDC Operation Costs and \$16.0M in Other Financing Costs could be feasibly funded in Quarters 1-4 (or \$122.0M in District Project Costs). CCDC may fund alternative Unfunded Capital Project Costs (\$21.5M) if additional sources become available, anticipated Feasible Capital Project Costs reduce or the Agency prioritization of Capital Project Costs shifts. Additional funding sources could include private, federal, state and/or local government funds that may become available to assist in the financing of future projects.

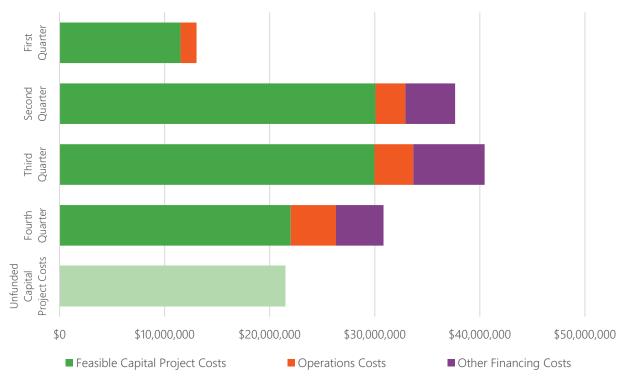
Figure 8: Summarized District Project Costs (2021\$) [1]

Feasible Capital Project Costs	77%
Economic Development	\$15,750,000
Infrastructure	\$17,234,000
Mobility	\$35,133,000
Place Making	\$23,538,000
Special Projects	\$1,900,000
Operation Costs	10%
Agency Operations	\$8,660,400
Professional Services	\$3,711,600
Other Financing Costs	13%
Bond Interest	\$16,044,000
	100%
District Project Costs	\$121,971,000

[1] Does not include Unfunded Capital Project Costs

Source: CCDC, Quadrant, SB Friedman

Figure 9: Summarized Project Costs by Quarter (2021\$)



Source: CCDC, Quadrant, SB Friedman

# 6. Bond Assumptions

Bonds may be issued to fund District Project Costs. CCDC provided SB Friedman with a prioritized list of desired improvements (addressed in **Section 5**). District Project Costs were reconciled with revenue projections to define a financially feasible plan. SB Friedman assumed three bond issuances would occur, one in the first year of quarters two through four. Typically, bonds can be issued to pay for improvements if the amount of incremental property tax revenue is deemed insufficient to fund the project directly or, if applicable, to service the required debt. In evaluating bond feasibility, SB Friedman included the following key assumptions in the Feasibility Model:

- Interest Rate | The annual interest rate on all three bond issuances was assumed to be 4%. The rate is reflective of recent CCDC experience with bonding in mature urban renewal districts.
- **Issuance Cost** | Costs of issuance such as legal fees, municipal advisor fees and other costs are assumed to equal 1% of the bond principal amount.
- Interest Earnings | Cumulative cash flow not required for debt service, Feasible Capital Project Costs or Operation Costs is assumed to earn 1% interest annually. Interest earnings account for approximately \$1.4 million in additional revenue in the scenario below, undiscounted, which helps fund additional Feasible Capital Project Costs.
- Annual Cost Escalation | Feasible Capital Project Costs are anticipated to escalate at 3% annually. All Feasible Capital Project Costs paid directly from cash flow in the first quarter are inflated to the year costs are incurred. All Feasible Capital Project Costs not paid directly from cash flow are inflated to the first year of each quarter, or the assumed bond issuance year.
- **Debt Service Structure** | SB Friedman assumed level principal and interest payments for each of the bonds. Bond terms for each of the three bond issuances are the full remaining period of the District (15, 10, and 5 years, respectively).

**Figure 10** includes a projected bond scenario that results in an economically feasible District (further detailed in the following section).

Figure 10: Projected Bond Issuances

Assumed Bonds	Assumed Year	Amount [1]	Issuance Costs	Total Issuance
Proposed Second Quarter	2028	\$36,986,602	\$369,866	\$37,356,468
Proposed Third Quarter	2033	\$42,731,501	\$427,315	\$43,158,816
Proposed Fourth Quarter	2038	\$36,358,808	\$363,588	\$36,722,396

<sup>[1]</sup> Feasible Capital Project Costs not paid directly from cash flow were inflated by 3% annually to the first year of each quarter, or the assumed bond issuance year.

Source: SB Friedman

# 7. Economic Feasibility

In the scenario described, the proposed District will generate sufficient revenue to retire the three bonds totaling approximately \$82.0 million in present value Feasible Capital Project Costs. Additionally, the scenario projects the proposed District can fund approximately \$11.5 million (present value) of Feasible Capital Project Costs out of first quarter cash flow, thus no bond issuance is anticipated until year 2028. **Appendix IV** describes the Feasible Capital Project Costs projected to occur in the first quarter. All costs, including costs paid out of cash flow, are assumed to escalate to the year in which costs are paid. First quarter Feasible Capital Project Costs are anticipated to primarily be tax increment-funded reimbursements and matching funds for infrastructure and mobility improvements.

The Feasibility Model results in a cumulative fund balance which would revert to local taxing bodies if not used prior to the expiration of the proposed District in 2042. The scenario detailed in this Feasibility Study has the following key assumptions:

- Projected new residential and commercial development will occur over a 19-year period;
- Bonds are issued at the beginning of quarters two through four, after a mature cash flow is realized from incremental revenue in the first quarter; and
- Bond interest rates will be 4% and saleable in varying term durations.

**Appendix V** includes the projected revenue and a potential bond amortization schedule for the proposed District, confirming that sufficient revenues are projected to service the bonds (assuming assumptions are realized). While there are a series of years at the end of the proposed District which have negative annual cash flows, the scenario results in a positive cumulative cash flow in every year.

SB Friedman concludes that this Feasibility Study confirms there is a plausible scenario, built upon specific market assumptions and trends, which allows for approximately \$93.6 million in Feasible Capital Project Costs to be funded over the life of the proposed District. This Feasibility Study is designed to serve as an attachment to the Plan, satisfying the requirement in Idaho Code 50-2905 that the plan shall include an economic feasibility study with specificity.

## 8. Alternative Sources of Funds

Funds necessary to pay for redevelopment Project Costs and/or Agency bond obligations, which may be issued or incurred to pay for such costs, are to be derived principally from District revenues and/or proceeds from municipal obligations, which have as a repayment source tax incremental revenue. To secure the issuance of these obligations and the developer's performance of redevelopment agreement obligations, the Agency may require the utilization of guarantees, deposits, reserves, and/or other forms of security made available by private sector developers. The Agency may incur Project Costs that are paid from the funds of the Agency other than incremental taxes, and the Agency then may be reimbursed for such costs from incremental taxes.

The tax incremental revenue, which will be used to fund tax incremental obligations and eligible Project Costs, shall be the incremental real property tax revenues. Incremental real property tax revenue is attributable to the increase of the current equalized taxable value of each taxable parcel of real property in the District over and above the certified base taxable value of each such property. Without the use of such incremental revenues, the District is not likely to similarly develop.

Other sources of funds, which may be used to pay for development costs and associated obligations issued or incurred, include land disposition proceeds, state and federal grants, investment income, private investor and financial institution funds or developer investment, and other sources of funds and revenues as the Agency from time to time may deem appropriate. In the event alternative sources of funds become available, CCDC may adjust the anticipated funding sources and prioritization of costs outlined above. As currently assumed by this Feasibility Study, CCDC may also enter into funding agreements with overlapping taxing districts or private entities to further reduce Project Costs.

# **Appendix I: Limitations of Engagement**

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

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

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

Tax increment projections are anticipated to be prepared under this engagement for the purpose of estimating the approximate level of increment that could be generated by proposed projects and other properties within the proposed District boundary and from inflationary increases in value. These projections are intended to provide an estimate of the final taxable value of the District for inclusion in the final report and to provide a level of assurance that the increment to be generated would be sufficient to cover estimated District Project Costs.

As such, our report and the preliminary projections prepared under this engagement are intended solely for your information, for the purpose of establishing a District, and may be reviewed by private institutional lenders in support of potential debt obligations. These projections should not be relied upon by any other person, firm or corporation, or for any other purposes. Neither the report nor its contents, nor any reference to our Firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan, or other agreement or document intended for use in obtaining funds from individual investors, without prior written consent.

# **Appendix II: Development Program by Quarter**

	Residential (Units)				
_	Single-Family	Multifamily	Office (SF)	Retail (SF)	Hotel Keys
First Quarter	232	797	10,484	76,211	25
Second Quarter	289	601	13,105	95,263	32
Third Quarter	289	601	13,105	95,263	32
Fourth Quarter	289	601	13,105	95,263	32
Total [1]	1,100	2,600	49,800	362,000	120

<sup>[1]</sup> Numbers may not add due to rounding



# Appendix III: Revenue Model

Base Assumptions	
Base Year	2021
Annual Escalation in Value [1]	Variable Rate
CCDC 2021 Levy Rate [2]	0.01130
Base TV (2021) [3]	\$336,599,442
CCDC Discount Rate	4.0%
Avg. TV/Acre	\$515,000

	Timing Assumptions	S	
	Known	Remaining	
Land Use	Developments [4]	Program [5]	Taxable Value Assumptions
Residential MF	1	19	\$175,000 per Unit
Residential SF	NA	19	\$410,000 per Unit
Office	NA	19	
Prof. Office			\$180 per SF
Med. Office			\$380 per SF
Retail	NA	19	
Freestanding			\$400 per SF
Big Box			\$125 per SF
Hotel (Keys)	NA	19	\$120,000 per Key

			Frozen	Current	Annual	Cumulative	Annual	Cumulative			CCDC	Incremental Property	Gross URA Revenue from
	URA Year	Fiscal Year	Base TV	Inflated TV	TV Additions	TV Additions	TV Deductions	TV Deductions	Total TV	Incremental TV	Levy Rate	Tax Revenues	Proj. New Development
	[6]	[7]	[3]	[8]	[9]		[10]		[11]	[12]	[2]	[13]	[14]
	0	2021	\$336,599,442	\$336,599,442					\$336,599,442	\$0	0.01130		
	1	2022	\$336,599,442	\$403,919,330	\$63,780,000	\$63,780,000	(\$6,417,920)	(\$6,417,920)	\$461,281,410	\$124,681,968	0.00957		
	2	2023	\$336,599,442	\$484,703,196	\$73,137,903	\$149,673,903	(\$7,013,064)	(\$14,714,568)	\$619,662,532	\$283,063,090	0.00811	\$1,193,590	\$549,132
	3	2024	\$336,599,442	\$533,173,516	\$80,451,693	\$245,092,987	(\$7,714,370)	(\$23,900,394)	\$754,366,109	\$417,766,667	0.00749	\$2,296,067	\$1,094,723
	4	2025	\$336,599,442	\$586,490,868	\$88,496,863	\$358,099,148	(\$8,485,807)	(\$34,776,241)	\$909,813,775	\$573,214,333	0.00693	\$3,129,300	\$1,656,853
	5	2026	\$336,599,442	\$598,220,685	\$90,266,800	\$455,527,932	(\$8,655,523)	(\$44,127,289)	\$1,009,621,328	\$673,021,886	0.00690	\$3,971,933	\$2,240,378
b	6	2027	\$336,599,442	\$610,185,099	\$92,072,136	\$556,710,626	(\$8,828,634)	(\$53,838,468)	\$1,113,057,257	\$776,457,815	0.00686	\$4,641,063	\$2,836,960
	7	2028	\$336,599,442	\$622,388,801	\$93,913,579	\$661,758,418	(\$9,005,206)	(\$63,920,444)	\$1,220,226,775	\$883,627,333	0.00683	\$5,328,342	\$3,450,896
	8	2029	\$336,599,442	\$634,836,577	\$95,791,850	\$770,785,436	(\$9,185,310)	(\$74,384,163)	\$1,331,237,850	\$994,638,408	0.00680	\$6,034,347	\$4,082,673
	9	2030	\$336,599,442	\$647,533,308	\$97,707,687	\$883,908,832	(\$9,369,017)	(\$85,240,863)	\$1,446,201,278	\$1,109,601,836	0.00676	\$6,759,487	\$4,732,690
	10	2031	\$336,599,442	\$660,483,974	\$99,661,841	\$1,001,248,850	(\$9,556,397)	(\$96,502,077)	\$1,565,230,748	\$1,228,631,306	0.00673	\$7,504,192	\$5,401,359
92	11	2032	\$336,599,442	\$673,693,654	\$101,655,078	\$1,122,928,905	(\$9,747,525)	(\$108,179,643)	\$1,688,442,916	\$1,351,843,474	0.00670	\$8,268,895	\$6,089,098
	12	2033	\$336,599,442	\$687,167,527	\$103,688,180	\$1,249,075,663	(\$9,942,475)	(\$120,285,712)	\$1,815,957,478	\$1,479,358,036	0.00667	\$9,054,037	\$6,796,332
	13	2034	\$336,599,442	\$700,910,878	\$105,761,943	\$1,379,819,119	(\$10,141,325)	(\$132,832,751)	\$1,947,897,246	\$1,611,297,804	0.00663	\$9,860,228	\$7,523,619
	14	2035	\$336,599,442	\$714,929,095	\$107,877,182	\$1,515,292,683	(\$10,344,151)	(\$145,833,557)	\$2,084,388,221	\$1,747,788,779	0.00660	\$10,687,617	\$8,271,167
	15	2036	\$336,599,442	\$729,227,677	\$110,034,726	\$1,655,633,263	(\$10,551,034)	(\$159,301,263)	\$2,225,559,677	\$1,888,960,235	0.00657	\$11,536,834	\$9,039,549
03	16	2037	\$336,599,442	\$743,812,231	\$112,235,420	\$1,800,981,348	(\$10,762,055)	(\$173,249,343)	\$2,371,544,236	\$2,034,944,794	0.00654	\$12,408,347	\$9,829,221
	17	2038	\$336,599,442	\$758,688,475	\$114,480,129	\$1,951,481,104	(\$10,977,296)	(\$187,691,626)	\$2,522,477,953	\$2,185,878,511	0.00651	\$13,302,648	\$10,640,655
	18	2039	\$336,599,442	\$773,862,245	\$116,769,731	\$2,107,280,457	(\$11,196,842)	(\$202,642,301)	\$2,678,500,401	\$2,341,900,959	0.00647	\$14,220,241	\$11,474,340
	19	2040	\$336,599,442	\$789,339,490	\$119,105,126	\$2,268,531,192	(\$11,420,779)	(\$218,115,926)	\$2,839,754,755	\$2,503,155,313	0.00644	\$15,162,190	\$12,331,216
	20	2041	\$336,599,442	\$805,126,279	\$121,487,228	\$2,435,389,044	(\$11,649,195)	(\$234,127,439)	\$3,006,387,884	\$2,669,788,442	0.00641	\$16,127,915	\$13,210,895
94		2042	'	,	,			,	"			\$17,118,489	\$14,114,329
									Undi	scounted Revenues	, 2021 - 2042	\$178,606,000	\$135,366,000
									Total Rev	venues, 2021 - 2042	(PV at 4.0%)	\$103,098,000	\$76,526,000

- [1] Assumes a variable appreciation rate for the life of the URD based on discussions with the Ada County Assessor's Office and peer market benchmarking.
- [2] SB Friedman forecasted the annual levy rate percent change for the City of Boise and applied that factor to the 2020 property tax levy rate provided by CCDC. SB Friedman's levy rate analysis accounted for growing assessed value in Boise, the impacts of HB 389 (which limits local budget growth) and other Urban Renewal District expirations.
- [3] 2021 Frozen Base Taxable Value (TV) for the URD is based on the preliminary 2021 assessment data from the Ada County Assessor data.
- [4] Known Developments reflect projects proposed or under construction at the time of the revenue projections.
- [5] Remaining Program reflects SBF Market Analysis Demand less Known Developments.
- [6] Assumes the proposed URD will be approved in 2021 with a 20-year term.
- [7] The URD will receive the 20th and final year of collections in Fiscal Year 2042. Note that taxes are collected one year in arrears (e.g., taxes for tax year 2022 are modeled to be collected in Fiscal Year 2023).
- [8] Variable property appreciation rate based on discussions with the Ada County Assessor's Office and peer market benchmarking.
- [9] Annual TV Additions from Projected New Development are based on comparable development taxable value per unit assumptions and a projected development schedule.
- [10] Annual TV Deductions account for taxable value replacement of sites to be redeveloped.
- [11] Total TV is equal to Current Inflated TV plus Cumulative TV Additions less Cumulative TV Deductions.
- [12] Incremental TV is equal to Total TV less the Frozen Base TV.
- [13] Incremental TV multiplied by the Levy Rate, collected in the following year.
- [14] Revenue from projected new development per Program Assumptions; does not include projected appreciation of non-development parcels.

SB Friedman Development Advisors

# **Appendix IV: Capital Project Costs**

			Estimated	URD			
Node	Strategy	Improvement Name	Cost	Share	URD Cost	Quarter	Year
Horseshoe	Mobility	North Ulmer Ln Extension	\$427,180	75%	\$320,400	1	2023
Horseshoe	Infrastructure	North Ulmer Utilities	\$213,590	75%	\$160,200	1	2023
WWPB	Mobility	Whitewater Park Blvd Station	\$1,000,000	50%	\$500,000	1	2023
Horseshoe	Mobility	Horseshoe Bend Station	\$1,000,000	50%	\$500,000	1	2024
Bogart	Infrastructure	Roe St Utilities	\$275,600	75%	\$206,700	1	2024
Bogart	Mobility	Limelight Dr Improvements	\$104,780	75%	\$78,600	1	2024
Glenwood	Mobility	Saxton Station	\$1,000,000	50%	\$500,000	1	2024
Collister	Mobility	Collister Station	\$1,000,000	50%	\$500,000	1	2024
Horseshoe	Mobility	Duncan Lane	\$123,370	50%	\$61,700	1	2025
Bogart	Mobility	Waterlilly-Pocono New Street	\$930,150	75%	\$697,600	1	2025
Bogart	Infrastructure	Waterlilly-Pocono Utilities	\$465,075	75%	\$348,800	1	2025
Bogart	Mobility	Roe St Improvements	\$187,590	75%	\$140,700	1	2025
Glenwood	Mobility	Glenwood Station	\$1,000,000	50%	\$500,000	1	2025
Pierce Park	Mobility	Pierce Park Station	\$1,000,000	50%	\$500,000	1	2025
Bogart	Mobility	Bogart Station	\$1,000,000	50%	\$500,000	1	2026
Collister	Economic Development	Mixed-Use Development	\$2,250,000	100%	\$2,250,000	1	2026
NA	Special Project	Historic Preservation	\$400,000	100%	\$400,000	1	2026
Horseshoe	Mobility	State-Claudia Cross Access	\$2,189,370	98%	\$2,142,300	1	2027
Horseshoe	Infrastructure	State-Claudia Cross Access Utilities	\$538,720	100%	\$538,700	1	2027
Bogart	Mobility	Bogart Ln Improvements	\$154,440	75%	\$115,800	1	2027
Bogart	Infrastructure	Bogart Ln Utilities	\$68,900	75%	\$51,700	1	2027
Veterans	Mobility	Veterans Station	\$1,000,000	50%	\$500,000	1	2027
Horseshoe	Infrastructure	State Street-Jennie Fiber-Optic	\$729,300	100%	\$729,300	2	2021
Horseshoe	Infrastructure	State Street Water	\$1,040,000	100%	\$1,040,000	2	+
Horseshoe	Infrastructure	State Street Water State Street Utilities	\$351,000	100%	\$351,000	2	+
Horseshoe	Economic Development	Mixed-Use Development	\$2,250,000	100%	\$2,250,000	2	
Horseshoe	Mobility	State & Ulmer Signal	\$1,300,000	40%	\$520,000	2	-
Horseshoe	Mobility	Claudia-Sloan Extension	\$885,615	85%	\$754,600	2	-
Horseshoe	Infrastructure	Claudia-Sloan Extension Utilities	\$403,065	75%	\$302,300	2	-
	Infrastructure	<b>:</b>	\$403,003	100%	\$429,000	2	-
Bogart Bogart	Infrastructure	State Street Fiber-Optic State Street Water	\$780,000	100%	\$780,000	2	-
Bogart	Infrastructure	State Street Sewer	\$390,000	100%	\$390,000	2	-
_	Economic Development	Mixed-Use Development	\$2,250,000	100%	\$2,250,000	2	-
Bogart	Place Making	Parks, Plazas & Public Space	\$500,000	100%	\$500,000	2	
Bogart Glenwood	Infrastructure	State Street Fiber-Optic	i	100%	i	2	-
Glenwood	Economic Development	Mixed-Use Development	\$715,000 \$2,250,000	100%	\$715,000 \$2,250,000	2	-
	i ·	i ·	1	97%	î î	2	-{
Glenwood	Mobility	Bunch Extension to State St	\$1,644,500		\$1,589,000	2	-
Collister	Mobility	Marketplace Station State Street Utilities	\$1,000,000	50%	\$500,000		-
Collister	Infrastructure	<u> </u>	\$152,295	100%	\$152,300	2	-{
Collister Collister	Place Making	Parks, Plazas & Public Space	\$2,000,000	100%	\$2,000,000	2	-
	Mobility	Farmers Union Canal Pathway	\$242,112	100%	\$242,100	2	-
Collister	Place Making	Sycamore Festival Street	\$1,830,400	100%	\$1,830,400	2	-{
Veterans	Economic Development	Mixed-Use Development	\$2,250,000	100%	\$2,250,000	2	-
Veterans	Place Making	Sunset Ave Festival Street	\$1,497,600	100%	\$1,497,600	2	
Veterans	Place Making	Sunset Ave Utilities         \$53,625         100%         \$53,600           Taft Community Space         \$1,300,000         100%         \$1,300,000		2			
Veterans	Place Making		i		1	2	
Veterans	Infrastructure	Veterans Park Power Upgrades	\$1,500,000	100%	\$1,500,000	2	
WWPB	Economic Development	Mixed-Use Development	\$2,250,000	100%	\$2,250,000	2	
WWPB	Place Making	Crane Creek Flume Pathway	\$147,264	100%	\$147,300	2	
WWPB	Place Making	Lowell Community Space	\$1,000,000	100%	\$1,000,000	2	
NA	Special Project	Historic Preservation	\$500,000	100%	\$500,000	2	

			Estimated	URD			
Node	Strategy	Improvement Name	Cost	Share	URD Cost	Quarter	Year
Horseshoe	Infrastructure	Jennie Utilities	\$227,370	100%	\$227,400	3	
Horseshoe	Infrastructure	Jennie Improvements	\$221,000	100%	\$221,000	3	
Bogart	Mobility	State Street ROW (Pathway & Buffer)	\$2,808,000	100%	\$2,808,000	3	
Bogart	Mobility	State Street Pathway	\$1,497,600	100%	\$1,497,600	3	
Bogart	Place Making	State Street Buffer	\$624,000	100%	\$624,000	3	
Glenwood	Infrastructure	State Street Water	\$819,000	100%	\$819,000	3	
Glenwood	Infrastructure	State Street Sewer	\$195,000	100%	\$195,000	3	
Glenwood	Mobility	State Street Pathway	\$2,496,000	75%	\$1,872,000	3	
Glenwood	Mobility	State Street ROW (Pathway & Buffer)	\$3,042,000	50%	\$1,521,000	3	
Glenwood	Place Making	State Street Buffer	\$1,040,000	100%	\$1,040,000	3	
Glenwood	Infrastructure	Glenwood Power Upgrades	\$3,510,000	100%	\$3,510,000	3	
Collister	Place Making	Stewart Gulch Flume Path	\$248,676	99%	\$246,800	3	
Pierce Park	Mobility	State Street Pathway	\$2,376,192	25%	\$594,000	3	
Pierce Park	Place Making	State Street Buffer	\$990,080	100%	\$990,100	3	
Veterans	Infrastructure	State Street Fiber-Optic	\$563,420	100%	\$563,400	3	i
WWPB	Infrastructure	State Street Fiber-Optic	\$248,820	100%	\$248,800	3	Ì
WWPB	Mobility	State Street Pathway	\$1,692,288	50%	\$846,100	3	
WWPB	Place Making	State Street Buffer	\$705,120	100%	\$705,100	3	
WWPB	Mobility	Davis & Cross Streets 27th - WWPB	\$442,000	100%	\$442,000	3	
WWPB	Mobility	Whitewater Park Public Parking	\$13,000,000	50%	\$6,500,000	3	
WWPB	Mobility	32nd Street (ITD Campus)	\$1,171,300	75%	\$878,500	3	
WWPB	Infrastructure	32nd St Utilities (ITD Campus)	\$585,650	75%	\$439,200	3	
WWPB	Mobility	Jordan Street (ITD Campus)	\$640,770	75%	\$480,600	3	
WWPB	Infrastructure	Jordan St Utilities (ITD Campus)	\$320,385	75%	\$240,300	3	
WWPB	Mobility	33rd Street (ITD Campus)	\$964,600	75%	\$723,500	3	
WWPB	Infrastructure	33rd St Utilities (ITD Campus)	\$482,300	75%	\$361,700	3	I
WWPB	Mobility	Clithero Extension (ITD Campus)	\$778,570	75%	\$583,900	3	
WWPB	Infrastructure	Clithero Extension Utilities (ITD Campus)	\$389,285	75%	\$292,000	3	
NA	Special Project	Historic Preservation	\$500,000	100%	\$500,000	3	
Horseshoe	Place Making	Parks, Plazas & Public Space	\$1,300,000	100%	\$1,300,000	4	
Horseshoe	Mobility	Claudia Improvements	\$331,500	100%	\$331,500	4	
Horseshoe	Infrastructure	Claudia Utilities	\$235,950	100%	\$236,000	4	
Horseshoe	Mobility	Gardner Improvements	\$309,400	100%	\$309,400	4	
Horseshoe	Infrastructure	Gardner Utilities	\$302,445	100%	\$302,400	4	
Horseshoe	Mobility	Maymie -Leighton Extension	\$763,715	85%	\$651,200	4	
Horseshoe	Infrastructure	Maymie -Leighton Extension Utilities	\$334,165	75%	\$250,600	4	
Glenwood	Place Making	Parks, Plazas & Public Space	\$2,000,000	100%	\$2,000,000	4	ļ
Collister	Infrastructure	State Street Fiber-Optic	\$692,835	100%	\$692,800	4	
Collister	Mobility	State Street Pathway	\$3,244,800	50%	\$1,622,400	4	
Collister	Place Making	State Street Buffer	\$1,352,000	100%	\$1,352,000	4	
Pierce Park	Infrastructure	State Street Fiber-Optic	\$680,680	100%	\$680,700	4	
Pierce Park	Economic Development	Mixed-Use Development	\$2,250,000	100%	\$2,250,000	4	
Pierce Park	Place Making	Parks, Plazas & Public Space	\$1,000,000	100%	\$2,230,000	4	
Pierce Park	i -	Bloom Extension	\$1,000,000		\$1,000,000	4	
	Mobility	Bloom Extension Bloom Extension Utilities	i e	75%	i	4	
Pierce Park Veterans	Infrastructure		\$344,500	75%	\$258,400	4	
	Mobility  Diago Making	State Street Puffer	\$1,899,456	50%	\$949,700		
Veterans	Place Making	State Street Buffer	\$791,440	100%	\$791,400	4	
WWPB	Place Making	Parks, Plazas & Public Space	\$1,000,000	100%	\$1,000,000	4	
WWPB	Place Making	Davis Festival Street, WWPB - 30th	\$4,160,000	100%	\$4,160,000	4	
NA	Special Project	Historic Preservation	\$500,000	100%	\$500,000	4	

			Estimated	URD			
Node	Strategy	Improvement Name	Cost	Share	URD Cost	Quarter	Year
Horseshoe	Mobility	State Street ROW (Pathway & Buffer)	\$4,118,400	100%	\$4,118,400	Unfunded	
Horseshoe	Mobility	State Street Pathway	\$2,196,480	100%	\$2,196,500	Unfunded	
Horseshoe	Place Making	State Street Buffer	\$915,200	100%	\$915,200	Unfunded	
Horseshoe	Mobility	Maymie Improvements	\$331,500	100%	\$331,500	Unfunded	
Horseshoe	Infrastructure	Maymie Utilities	\$225,225	100%	\$225,200	Unfunded	
Horseshoe	Mobility	Utahna Improvements	\$309,400	100%	\$309,400	Unfunded	
Horseshoe	Infrastructure	Utahna Utilities	\$193,050	100%	\$193,100	Unfunded	
Horseshoe	Place Making	State Street Median	\$274,560	50%	\$137,300	Unfunded	
Bogart	Place Making	State Street Median	\$187,200	50%	\$93,600	Unfunded	
Glenwood	Mobility	Glenwood Park Public Parking	\$6,500,000	50%	\$3,250,000	Unfunded	
Glenwood	Mobility	Roe-Kensington Connection	\$2,214,095	97%	\$2,136,800	Unfunded	
Glenwood	Infrastructure	Roe-Kensington Connection Utilities	\$458,185	100%	\$458,200	Unfunded	
Glenwood	Place Making	State Street Median	\$312,000	50%	\$156,000	Unfunded	
Collister	Mobility	Collister Park Public Parking	\$6,500,000	50%	\$3,250,000	Unfunded	
Collister	Mobility	Private To Public Street Conversion	\$1,724,400	50%	\$862,200	Unfunded	
Collister	Mobility	Lake Harbor Ln. Reconstruction	\$530,530	100%	\$530,500	Unfunded	
Collister	Mobility	Harbor Ln. Reconstruction	\$413,400	100%	\$413,400	Unfunded	
Collister	Mobility	Marketplace Ln. Reconstruction	\$137,020	100%	\$137,000	Unfunded	
Collister	Mobility	Lake Harbor-Plantation Connection	\$926,348	99%	\$916,800	Unfunded	
Collister	Mobility	Lake Harbor-Plantation Connection Utilities	\$263,575	100%	\$263,600	Unfunded	
Collister	Place Making	State Street Median	\$405,600	50%	\$202,800	Unfunded	
Pierce Park	Place Making	State Street Median	\$297,024	50%	\$148,500	Unfunded	
Veterans	Place Making	State Street Median	\$238,368	50%	\$119,200	Unfunded	
WWPB	Place Making	State Street Median	\$212,160	50%	\$106,100	Unfunded	

# Appendix V: Feasibility Model

Projected Bond Terms	
Interest Rate on Bonds [1]	4.0%
Cost of Funds [1]	4.0%
Interest Earnings [2]	1.0%
Issuance Costs [3]	1.0%
CCDC URD Operations	12.0%
Q2 Level P&I Payment Term	15
Q3 Level P&I Payment Term	10
Q4 Level P&I Payment Term	5

Funding Structure								
				Total Issuance	Years of URD			
Assumed Bonds	Assumed Year	Amount [4]	Issuance Costs	[5]	Before Payment			
Proposed Second Quarter	2028	\$36,986,602	\$369,866	\$37,356,468	6			
Proposed Third Quarter	2033	\$42,731,501	\$427,315	\$43,158,816	11			
Proposed Fourth Quarter	2038	\$36,358,808	\$363,588	\$36,722,396	16			

Annual Escalation of Construction Costs [6] 3.0%

Summary	
Cumulative Fund Balance in 2042	\$516,800
PV of Cumulative Fund Balance (2021\$)	\$227,000
Outstanding Debt in 2042	\$0
PV of Funded Capital Improvements	\$93,555,000
PV of CCDC Program Operations	\$12,372,000
PV of Revenues @ 4%	\$103,902,000

				Proposed First	Duou	acad Casand Out	u to u	Due	naced Third Over	404	Dwave	acad Faunth Ou	autou			
				Quarter Costs	Proposed Second Quarter  Debt Service			Proposed Third Quarter  Debt Service			Proposed Fourth Quarter  Debt Service			URD Payoff Analysis		
			CCDC URD	Paid Out of	URD Backed	URD Annual	Principal	URD Backed	URD Annual	Principal	URD Backed	URD Annual	Principal	Annual	Cumulative Fund	Interest Earnings on
URD Year	Fiscal Year	Gross URD Revenue	Operations	Cash Flow	Bonds Issued	Debt Service	Balance	Bonds Issued	Debt Service	Balance	Bonds Issued	Debt Service	Balance	Surplus/Shortfall	Balance	Cumulative Balance
[7														[9]		
	2021	\$0	' '	\$0	\$0	\$0	\$0	7.7	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	1 2022		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	2 2023	. , ,	\$143,231	\$1,040,295	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,064	\$10,064	\$101
	3 2024	\$2,296,067	\$275,528	\$1,950,829	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$69,710	\$79,875	\$799
	4 2025	\$3,129,300	\$375,516	\$2,531,040	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$222,744	\$303,418	\$3,034
	5 2026	\$3,971,933	\$476,632	\$3,651,713	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$156,412)	\$150,040	\$1,500
	6 2027	\$4,641,063	\$556,928	\$3,998,314	\$0	\$0	\$0	\$0	\$0.	\$0	\$0	\$0	\$0	\$85,822	\$237,363	\$2,374
	7 2028	\$5,328,342	\$639,401		\$37,356,468	\$3,359,882	\$35,490,845	\$0	\$0	\$0	\$0	\$0	\$0	\$1,329,059	\$1,568,796	\$15,688
	3 2029	\$6,034,347	\$724,122		\$0	\$3,359,882	\$33,550,597	\$0	\$0	\$0	\$0	\$0	\$0	\$1,950,343	\$3,534,827	\$35,348
	2030	\$6,759,487	\$811,138		\$0	\$3,359,882	\$31,532,739	\$0	\$0	\$0	\$0	\$0	\$0	\$2,588,467	\$6,158,642	\$61,586
1	2031	\$7,504,192	\$900,503		\$0	\$3,359,882	\$29,434,167	\$0	\$0	\$0	\$0	\$0	\$0	\$3,243,807	\$9,464,035	\$94,640
1	1 2032	\$8,268,895	\$992,267		\$0	\$3,359,882	\$27,251,652	\$0	\$0	\$0	\$0	\$0	\$0	\$3,916,746	\$13,475,421	\$134,754
1	2 2033	\$9,054,037	\$1,086,484		\$0	\$3,359,882	\$24,981,836	\$43,158,816	\$5,321,091	\$39,564,077	\$0	\$0	\$0	(\$713,421)	\$12,896,755	\$128,968
1	3 2034	\$9,860,228	\$1,183,227		\$0	\$3,359,882	\$22,621,227	\$0	\$5,321,091	\$35,825,549	\$0	\$0	\$0	(\$3,973)	\$13,021,749	\$130,217
1	4 2035	\$10,687,617	\$1,282,514		\$0	\$3,359,882	\$20,166,195	\$0	\$5,321,091	\$31,937,480	\$0	\$0	\$0	\$724,130	\$13,876,097	\$138,761
1	5 2036	\$11,536,834	\$1,384,420		\$0	\$3,359,882	\$17,612,961	\$0	\$5,321,091	\$27,893,888	\$0	\$0	\$0	\$1,471,441	\$15,486,299	\$154,863
1	2037	\$12,408,347	\$1,489,002		\$0	\$3,359,882	\$14,957,597	\$0	\$5,321,091	\$23,688,553	\$0	\$0	\$0	\$2,238,373	\$17,879,535	\$178,795
1	7 2038	\$13,302,648	\$1,596,318		\$0	\$3,359,882	\$12,196,019	\$0	\$5,321,091	\$19,315,003	\$36,722,396	\$8,248,846	\$29,942,446	(\$5,223,489)	\$12,834,841	\$128,348
1	2039	\$14,220,241	\$1,706,429		\$0	\$3,359,882	\$9,323,978	\$0	\$5,321,091	\$14,766,512	\$0	\$8,248,846	\$22,891,298	(\$4,416,006)	\$8,547,183	\$85,472
1	2040	\$15,162,190	\$1,819,463		\$0	\$3,359,882	\$6,337,055	\$0	\$5,321,091	\$10,036,082	\$0	\$8,248,846	\$15,558,104	(\$3,587,091)	\$5,045,564	\$50,456
2	2041	\$16,127,915	\$1,935,350		\$0	\$3,359,882	\$3,230,656	\$0	\$5,321,091	\$5,116,434	\$0	\$8,248,846	\$7,931,583	(\$2,737,254)	\$2,358,766	\$23,588
	2042	\$17,118,489	\$2,054,219		\$0	\$3,359,882	\$0	\$0	\$5,321,091	\$0	\$0	\$8,248,846	\$0	(\$1,865,549)	\$516,805	\$5,168
TOTAL		\$178,605,763	\$21,432,692	\$13,172,191	\$37,356,468	\$50,398,228		\$43,158,816	\$53,210,912		\$36,722,396	\$41,244,229			\$516,805	\$1,374,461

- [1] Interest rate and cost funds provided by CCDC.
- [2] Interest earnings rate assumption based on current interest earnings on existing URDs.
- [3] Issuance cost assumption based on SB Friedman project experience.
- [4] Bond total amounts based on CCDC project funding by quarter matrix.
- [5] Loan amount plus issuance costs.
- [6] Feasible Capital Project Costs provided by CCDC are escalated at 3.0% annually to account for increasing construction costs.
- [7] Assumes the proposed URD will be approved in with a 20-year term.
- [8] The URD will receive the 20th and final year of collected in Fiscal Year 2042. Note that taxes are collected one year in arrears (e.g., taxes for tax year 2022 are modeled to be collected in Fiscal Year 2023).
- [9] Annual Gross URD Revenue less Urban Renewal Program Operations, project costs paid out of cash flow and debt service payments.
- SB Friedman Development Advisors

#### Attachment 6

#### **Agricultural Operation Consents**

[Exhibits B and C will be attached to the first Agricultural Operation Consent Form, but will not be attached thereafter due to duplication and size]

#### AGRICULTURAL OPERATION CONSENT FORM

COMES NOW Lloyd W. Glasgow, Manager of Colson Place LLC, an Idaho limited liability company ("Colson Place"), and states that Colson Place owns that certain property generally described as Parcel Identification Number R9318350810 in the real property records of Ada County, Idaho, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), and hereby certifies:

- (1) that the Property has been used, within the last three (3) years, as an agricultural operation; and
- (2) that the undersigned has reviewed the materials provided in Exhibit B, and has had an opportunity to review the urban renewal eligibility report, dated May 2019, entitled State Street Study Area Urban Renewal Eligibility Report, prepared by Leland Consulting Group and as attached hereto as Exhibit C.

Further, Lloyd W. Glasgow, Manager of Colson Place, hereby provides his consent and approval that the subject Property may be included within a proposed urban renewal area and may be deemed appropriate for inclusion within an urban renewal project area as defined by the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended, and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended, as the property possesses certain characteristics of eligibility.

DATED this // day of JUNE, 2021.

Colson Place LLC

Name: Lloyd W. Glasgow

Title: Manager

STATE OF IDAHO	)
County of AnA	) ss )

On this /// day of June, 2021, before me, a Notary Public for the state of Idaho, personally appeared Lloyd W. Glasow, known or identified to me to be the Manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

Notary Public

My Commission Expires on

DANIEL W. SPARKS
COMMISSION NUMBER 44553
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 06/01/23

#### **EXHIBIT A**

#### PARCEL NUMBER

R9318350810

**ADDRESS** 

6333 N. BOGART LANE, BOISE, ID 83714

**DESCRIPTION** 

LOT 8 WESTBY SUB #0850C #0900C #201506885

6-1171

#### **EXHIBIT B**

#### **EXCERPTS OF STATUTES**

#### IDAHO CODE §§ 50-2018(8) AND (9)

- "Deteriorated area" shall mean an area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare. Provided however, this definition shall not apply to any agricultural operation, as defined section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation or to any forest land as defined in section 63-1701(4), Idaho Code, absent the consent of the forest landowner, as defined in section 63-1701(5), Idaho Code, except for an agricultural operation or forest land that has not been used for three (3) consecutive years.
- (9) "Deteriorating area" shall mean an area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use; provided, that if such deteriorating area consists of open land the conditions contained in the proviso in section 50-2008(d), Idaho Code, shall apply; and provided further, that any disaster area referred to in section 50-2008 (g), Idaho Code, shall constitute a deteriorating area. Provided however, this definition shall not apply to any agricultural operation, as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation or to any forest land as defined in section 63-1701(4), Idaho Code, absent the consent of the forest landowner, as defined in section 63- $\underline{1701}$ (5), Idaho Code, except for an agricultural operation or forest land that has not been used for three (3) consecutive years.

#### **IDAHO CODE § 50-2008**

- 50-2008. PREPARATION AND APPROVAL OF PLAN FOR URBAN RENEWAL PROJECT. (a) An urban renewal project for an urban renewal area shall not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or a deteriorating area or a combination thereof and designated such area as appropriate for an urban renewal project.
- (b) An urban renewal agency may itself prepare or cause to be prepared an urban renewal plan, or any person or agency, public or private, may submit such a plan to an urban renewal agency. Prior to its approval of an urban renewal project, the local governing body shall submit such plan to the planning commission of the municipality, if any, for review and recommendations as to its conformity with the general plan for the development of the municipality as a whole. The planning commission shall submit its written recommendations with respect to the proposed urban renewal plan to the local governing body within sixty (60) days after receipt of the plan for review. Upon receipt of the recommendations of the planning commission, or if no recommendations are received within said sixty (60) days, then without such recommendations, the local governing body may proceed with the hearing on the proposed urban renewal project prescribed by subsection (c) hereof.
- (c) The local governing body shall hold a public hearing on an urban renewal project, after public notice thereof by publication in a newspaper having a general circulation in the area of operation of the municipality. The notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the plan, and shall outline the general scope of the urban renewal project under consideration.
- Following such hearing, the local governing body may approve an urban renewal project and the plan therefor if it finds that (1) a feasible method exists for the location of families who will be displaced from the urban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) the urban renewal plan conforms to the general plan of the municipality as a whole; (3) the urban renewal plan gives due consideration to the provision of adequate park and recreational and facilities that may be desirable for neighborhood areas improvement, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the plan; and (4) the urban renewal plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise: Provided, that if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as

a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses an integral part of and essential to the program of the municipality, or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in this act, because of defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area.

- (e) An urban renewal plan may be modified at any time: Provided that if modified after the lease or sale by the urban renewal agency of real property in the urban renewal project area, such modification may be conditioned upon such approval of the owner, lessee or successor in interest as the urban renewal agency may deem advisable and in any event shall be subject to such rights at law or in equity as a lessee or purchaser, or his successor or successors in interest, may be entitled to assert.
- (f) Upon the approval by the local governing body of an urban renewal plan or of any modification thereof, such plan or modification shall be deemed to be in full force and effect for the respective urban renewal area, and the urban renewal agency may then cause such plan or modification to be carried out in accordance with its terms.
- (g) Notwithstanding any other provisions of this act, where the local governing body certifies that an area is in need of redevelopment or rehabilitation as a result of a flood, fire, hurricane, earthquake, storm, or other catastrophe respecting which the governor of the state has certified the need for disaster assistance under 42 U.S.C. section 5121, or other federal law, the local governing body may approve an urban renewal plan and an urban renewal project with respect to such area without regard to the provisions of subsection (d) of this section and the provisions of this section requiring a general plan for the municipality and a public hearing on the urban renewal project.
- (h) Any urban renewal plan containing a revenue allocation financing provision shall include the information set forth in section 50-2905, Idaho Code.

#### IDAHO CODE §50-2903(8)

- (8) "Deteriorated area" means:
- (a) Any area, including a slum area, in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.
- Any area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, results in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use.
- (c) Any area which is predominately open and which because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. The provisions of section  $\underline{50-2008}$  (d), Idaho Code, shall apply to open areas.
- (d) Any area which the local governing body certifies is in need of redevelopment or rehabilitation as a result of a flood, storm, earthquake, or other natural disaster or catastrophe respecting which the governor of the state has certified the need for disaster assistance under any federal law.
- (e) Any area which by reason of its proximity to the border of an adjacent state is competitively disadvantaged in its ability to attract private investment, business or commercial development which would promote the purposes of this chapter.
- (f) "Deteriorated area" does not mean not developed beyond agricultural, or any agricultural operation as defined in section  $\frac{22-4502}{4502}$  (1), Idaho Code, or any forest land as defined in section  $\frac{63-1701}{4}$  (4), Idaho Code, unless the owner of the agricultural operation or the forest landowner of the forest land gives written consent to be included in the deteriorated area, except for an agricultural operation or forest land that has not been used for three (3) consecutive years.

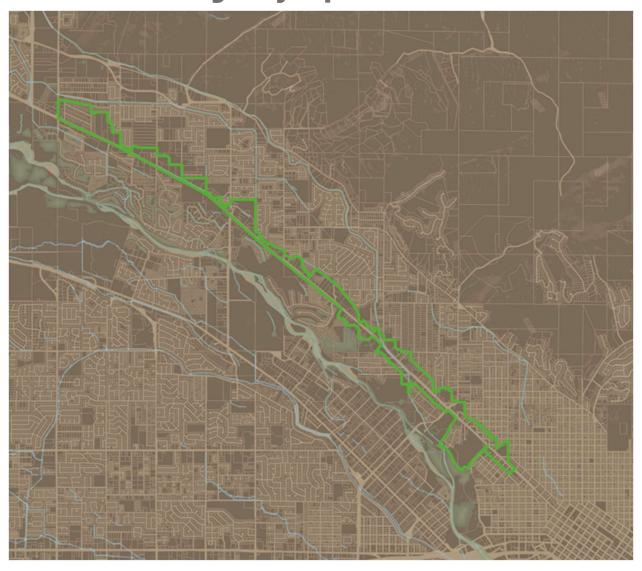


## EXHIBIT C

# **ELIGIBILITY REPORT**

4838-6524-4901, v. 1

# State Street Study Area Urban Renewal Eligibility Report



May 2019

prepared by



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## **Background**

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

## **Process and Approach**

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

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

- Direct field observation,
- Geographic information systems (GIS) analysis of spatial data (including Ada County Assessor's parcel data, FEMA flood hazard maps, Police Department data on calls for service (for criminal activity and traffic accidents), code enforcement call records<sup>1</sup>, and aerial imagery),
- Follow-up web-based research, and
- Discussions with CCDC and City of Boise staff.

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

# **Existing Conditions Overview**

## **Study Area Geography**

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

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

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

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

City of Balle State St

City of Balle St

City of Ball

Figure 1: Study Area Locator

## **Existing Land Uses**

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

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

Table 1: Observed Study Area Land Uses

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

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

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

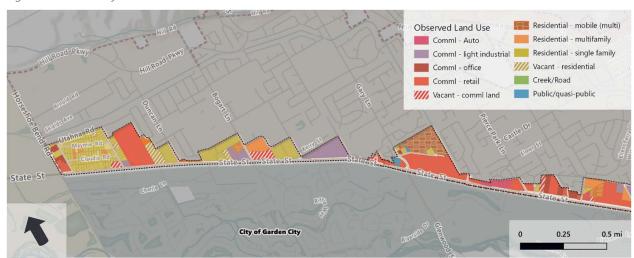
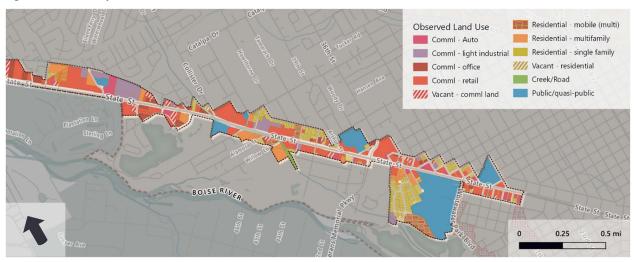


Figure 2: West Study Area Observed Land Uses

Figure 3: East Study Area Land Uses



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

#### Commercial

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

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

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

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

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

#### Residential

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

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

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

#### Public and Quasi-Public

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

## **Determinants of Eligibility**

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

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

#### 1. Deteriorated Area

- ...[A]n area in which there is a predominance of buildings or improvements, whether residential or non-residential, which by reason of:
- a) Dilapidation;
- b) Deterioration;
- c) Age or obsolescence;
- d) Inadequate provision for ventilation, light, air, sanitation or open spaces;

- e) High density of population and overcrowding;
- f) Existence of conditions which endanger life or property by fire and other causes; or
- g) Any combination of such factors;

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

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

#### 2. Deteriorating Area

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

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

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

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

## **Findings: Deteriorating Area**

Consistent with the broad diversity of land uses already described, the Study Area also includes a wide range of building, site and infrastructure conditions. As with land use variety, the range of deterioration findings appears to be reflective of State Street's unique position within the shifting urban geography of metropolitan Boise.

Properties and municipal facilities that were once on the rural edge of the city are now surrounded and intermixed with newer urbanized development.

#### **Deteriorated or Deteriorating Structures**

#### Types of Structural Deterioration

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

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

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

#### **Examples of Structural Deterioration**

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



Deteriorating roof, walls/paint, fascia, windows

#### State Street Study Area Urban Renewal Eligibility Study



Deteriorating fascia/soffits, roof, walls, etc.



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



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





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



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



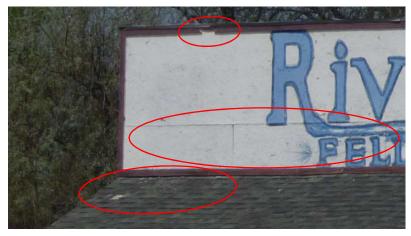
Extensive roof damage, deteriorating siding, paint, shutters, etc.



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



Dilapidated barns



Deteriorating roof & primary signage/parapet



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



Deteriorating roofs

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

#### **Preliminary Conclusion**

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

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



#### **Site Deterioration**

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

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

#### Types of Site Deterioration

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

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

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

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

# Examples of Site Deterioration



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



Parking surface deterioration and poor drainage



ITD parking lot deterioration



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



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



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



Deteriorating signage



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



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



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



Deteriorating parking surface with faded/missing space markings



Deteriorating parking surface with faded/missing space markings



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



Sign damage, deteriorated street margin, drainage problems



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



Field Observations O Site Deterioration **Building Deterioration** 0.5 mi Field Observations O Site Deterioration Building Deterioration Field Observations O Site Deterioration Building Deterioration 0.25 0.5 mi

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

e) Deterioration of sites or other improvements

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



# **Defective or Inadequate Street Layout**

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

#### Diagonal Orientation

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

#### **Physical Barriers**

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

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

#### Piecemeal Development

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

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

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

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

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

## Types of Deterioration Related to Street Layout

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

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

# Examples of Deterioration Related to Street Layout



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



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



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



Sampling of Study Area dead-ends

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

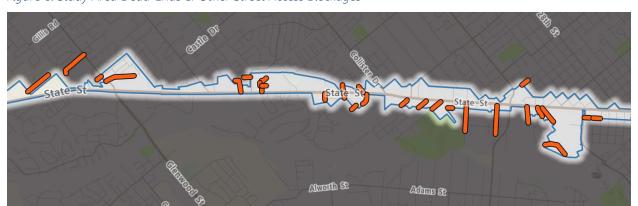


Figure 6: Study Area Dead-Ends & Other Street Access Blockages

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

#### Traffic Accidents

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

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

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

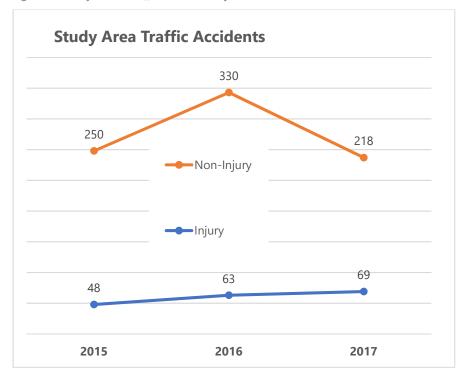


Figure 7: Study Area Traffic Accidents by Year\*

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

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

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

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

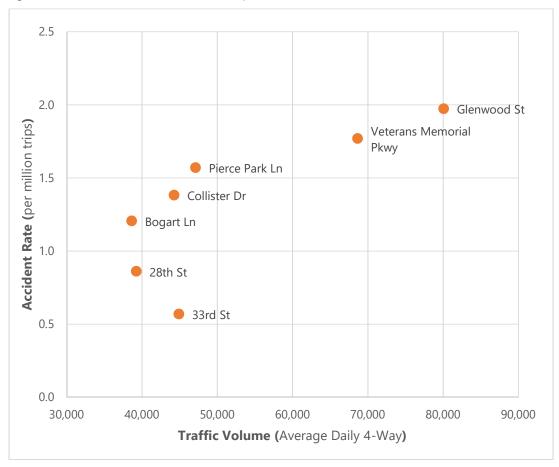


Figure 8: Street Traffic Accident Rates, Compared with Total Intersection Traffic Volume

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

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

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

## **Preliminary Conclusion**

b) Predominance of defective or inadequate street layout
This criterion for urban renewal eligibility is widespread within the
Study Area, though somewhat less pervasive on its western
extent.



# **Insanitary or Unsafe Conditions**

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

# Types of Insanitary or Unsafe Conditions

For this analysis, we considered the following indicators:

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

## Examples of Insanitary or Unsafe Conditions



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



Memorial for a bicycle fatality

#### Flood Hazard

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

#### **Environmental Hazards**

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

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

#### Crime

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

#### d) Insanitary or unsafe conditions

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



### Faulty Lot Layout

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

### Types of Faulty Lot Layout

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

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

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

Inadequate Lot Size

Irregular Lot Shape

Faulty Lot Access

0 0.25 0.5 mi

Figure 9: Faulty Lots, East Portion of Study Area

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

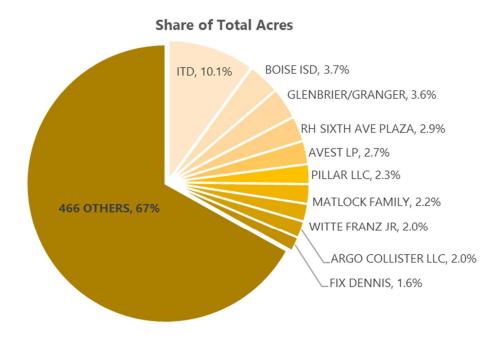
This indicator of eligibility for urban renewal status is widespread, especially on the eastern half of the Study Area.



# **Diversity of Ownership**

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

Figure 10: Share of Study Area Acreage by Ownership



Source: Ada County Assessor data; and LCG analysis

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

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

f) Diversity of Ownership

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



# **Danger from Fire & Other Causes**

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



Neglected site maintenance posing a likely fire hazard

## **Preliminary Conclusion**

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

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



# Consideration of Agricultural and "Open Land"

# **Agricultural Operations**

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

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

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

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

- d) Planting, irrigating, growing, fertilizing, harvesting or producing agricultural, horticultural, floricultural and viticultural crops, fruits and vegetable products, field grains, seeds, hay, sod and nursery stock, and other plants,...
- (e) Breeding, hatching, raising, producing, feeding and keeping livestock, [...] and other animals....

# **Open Land**

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

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

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

# **Analysis of Study Area Parcels**

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

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

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



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



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



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

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

Table 2: Discussion of Potential Agricultural and Open Lands

Parcel	Evidence of Agricultural Operations or Open Lands	Evidence Against	Recommended Determination
А	<ul> <li>Large (5 ac.) field with no dwellings or structures</li> <li>Parcel records note "IRRIGATED AG" as land use, and agricultural tax rates appear to apply</li> <li>2017 street view photography shows use as horse pasture</li> </ul>	<ul> <li>No signs of ongoing or recent crop production (except pasture grass)</li> <li>Zoned residential (R1-A)</li> </ul>	Agricultural exemption on file and strong evidence for ongoing agricultural operation  Could also be considered open land, depending on interpretation
В	<ul> <li>Appears to be a former ag homestead with large field behind home(s), barns and trailers</li> <li>2017 street view photography shows use as horse pasture</li> <li>Valuation and taxes are based on assumption of 1.0-acre of residential land and 3.9-acres as IRRIGATED AG</li> <li>Same ownership as parcel A</li> </ul>	• Zoned residential (R1-A)	Agricultural exemption on file and strong evidence for ongoing agricultural operation  May be open land, depending on interpretation, but could argue excluding the 1.0-acre residential portion
С	Barns, silos, stock tanks and other farm- related equipment and improvements	<ul> <li>No signs of ongoing or recent agricultural activity</li> <li>Zoned residential (R1-A) with at least one occupied house (and as many as 3 other dwellings)</li> <li>Ag-related equipment &amp; outbuildings appear to be in serious disrepair</li> </ul>	Not agricultural or open land (unless used for horse pasture not visible during site observation)
D	<ul> <li>Faint aerial evidence of crop rows</li> <li>Mature trees covering approximately one-half of property's 1.6 acres</li> </ul>	<ul> <li>No signs of ongoing or recent agricultural activity (unirrigated crop rows covered with vehicle "donuts")</li> <li>Zoned residential (R1-A) with at least one occupied house</li> <li>2018 aerial shows at least 17 vehicles, (incl. cars, trucks, boats, trailers) along with numerous sheds and outbuildings)</li> </ul>	Not agricultural or open land (unless used for horse pasture not visible during site observation)
E	<ul> <li>Fenced pasture/lawn with at least six horses (approx. 2.2 ac.)</li> <li>Crops on west side of property appear to be hay (approx. 2.5 ac.)</li> </ul>	<ul> <li>Zoned residential (R1-A), with 2,400 square foot house</li> <li>Barn-like structure does not appear to be set up for major livestock or farming operations</li> </ul>	Would likely qualify as an agricultural operation

Parcel	Evidence of Agricultural Operations or Open Lands	Evidence Against	Recommended Determination
		Hay field is likely grown for on- site use (although still technically agricultural, per Idaho statutes)	
F	<ul><li>Faint aerial evidence of crop rows</li><li>No built improvements</li></ul>	No signs of ongoing or recent agricultural activity	Not currently ag land, but may be open land, depending on interpretation
G	<ul> <li>Vacant lot</li> <li>Same ownership (address) as adjacent townhome development to the north</li> </ul>	• Zoned C-2D	Not currently ag land, but may be open land, depending on interpretation
Н	<ul> <li>Vacant lot</li> <li>Same ownership (address) as adjacent townhome development to the north</li> </ul>	• Zoned C-2D	Not currently ag land, but may be open land, depending on definition
	Appears to be a former ag homestead	<ul> <li>No current ag uses visible</li> <li>At least one main residence, with several other trailers and smaller improvements that could be dwellings</li> </ul>	Not agricultural or open land
J	4.3-acre lot with residence, barns, trailers, and mown field (hay?) covering approx. 3 ac.	Zoned residential (R1-A)	Would likely qualify as an agricultural operation

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

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

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

The above sections detail the nature and locations of occurrence for several important categories of deterioration that can be found in the Study Area. After each category, we have presented a summary determination of the pervasiveness of each factor. As discussed in the beginning of this report, eligibility for urban renewal under Idaho Code requires that such conditions be not only present but related to negative outcomes – specifically, the observed factors must be "detrimental to the public health, safety, morals or welfare." (Idaho Code Sections 50-2018(9) and 50-2903 (8)(b)). and, when taken in combination, constitute a condition that "results in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare in its present condition and use." (Idaho Code Section 50-2903(8) and 50-2903 (8)(b)).

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

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

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

#### Property Value Growth

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

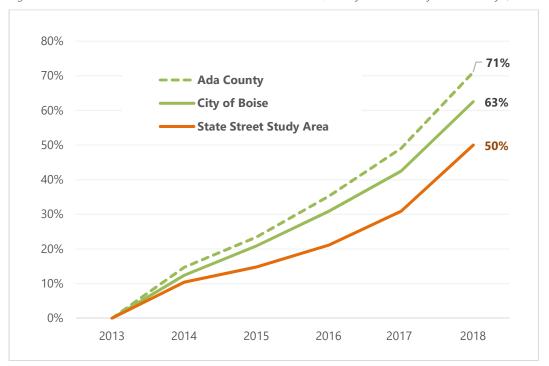


Figure 14: Overall Percent Growth in Total Assessed Value, Study Area vs. City and County (2013 to 2018)

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

# Improvement-to-Land Value Comparison

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

To evaluate the economic performance of the Study Area using this metric, we analyzed 2019 parcel data from the Ada County Assessor to find the percent of parcels where improvement values were less than the land value, both in the Study Area and citywide. After eliminating parcels with no value information (primarily exempt/public and common area lots) we found that 12.0 percent of parcels within the city of Boise overall had improvement values less than the land value. In comparison, the Study Area had 38.4 percent of parcels identified as economically underperforming by this measure<sup>3</sup>.

#### Commercial Vacancies

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

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

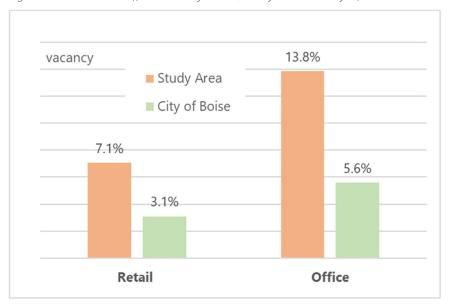


Figure 15: Retail and Office Vacancy Rates, Study Area vs. City of Boise

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

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

#### **Overall Conclusion**

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

# A Classic Case of Challenges and Potential

# The Challenge

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

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

#### The Potential

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

#### AGRICULTURAL OPERATION CONSENT FORM

COMES NOW Scott McCormack, Manager of Limelight Village LLC, an Idaho limited liability company ("Limelight Village"), and states that Limelight Village owns that certain property generally described as Parcel Identification Number R8123251050 in the real property records of Ada County, Idaho, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), and hereby certifies:

- (1) that the Property has been used, within the last three (3) years, as an agricultural operation; and
- (2) that the undersigned has reviewed the materials provided in Exhibit B, and has had an opportunity to review the urban renewal eligibility report, dated May 2019, entitled State Street Study Area Urban Renewal Eligibility Report, prepared by Leland Consulting Group and as attached hereto as Exhibit C.

Further, Scott McCormack, Manager of Limelight Village, hereby provides his consent and approval that the subject Property may be included within a proposed urban renewal area and may be deemed appropriate for inclusion within an urban renewal project area as defined by the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended, and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended, as the property possesses certain characteristics of eligibility.

DATED this 11th day of May, 2021.

Limelight Village LLC

Name: Scott McCormack

Title: Manager

STATE OF IDAHO	)
County of Ada	) ss: )

On this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2021, before me, a Notary Public for the state of Idaho, personally appeared Scott McCormack, known or identified to me to be the Manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

MAUREEN KARAMALES Notary Public - State of Idaho Commission Number 20190422 My Commission Expires Mar 1, 2025 Maureen Faramales
Notary Public
My Commission Expires on March 1, 2025

# **EXHIBIT A**

# PARCEL NUMBER

# R8123251050

#### **ADDRESS**

# 8255 W. LIMELIGHT STREET, BOISE, ID 83714

# **DESCRIPTION**

PAR #1050 POR LOT 5 STEINS SUB PARCEL B ROS 12241 #1000-S

## AGRICULTURAL OPERATION CONSENT FORM

COMES NOW Rodney Johnson, an individual, and states that he owns that certain property generally described as Parcel Identification Number: R8123251010 in the real property records of Ada County, Idaho, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), and hereby certifies:

- (1) that the Property has been used, within the last three (3) years, as an agricultural operation; and
- (2) that the undersigned has reviewed the materials provided in Exhibit B, and has had an opportunity to review the urban renewal eligibility report, dated May 2019, entitled State Street Study Area Urban Renewal Eligibility Report, prepared by Leland Consulting Group and as attached hereto as Exhibit C.

Further, Rodney Johnson hereby provides his consent and approval that the subject Property may be included within a proposed urban renewal area and may be deemed appropriate for inclusion within an urban renewal project area as defined by the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended, and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended, as the property possesses certain characteristics of eligibility.

DATED this 17 day of May, 2021.

Rodney Johnson

STATE OF IDAHO	)	
County of Ada	) ss: )	
H	1	12

On this 1 day of May, 2021, before me, a Notary Public for the state of Idaho, personally appeared Rodney Johnson, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

MAUREEN KARAMALES Notary Public - State of Idaho Commission Number 20190422 My Commission Expires Mar 1, 2025

Mameen Karamalet

Notary Public for Idaho

My Commission Expires March 1 2025

# **EXHIBIT A**

## PARCEL NUMBER

## R8123251010

#### **ADDRESS**

# 8306 W. STATE STREET, BOISE, IDAHO 83714

## **DESCRIPTION**

PAR #1010 POR LOT 5 STEINS SUB PARCEL A ROS 12241 #1000-S

#### AGRICULTURAL OPERATION CONSENT FORM

COMES NOW James L. Evans, Manager of KPG Investment II LLC, an Idaho limited liability company ("KPG Investment II"), and states that KPG Investment II owns that certain property generally described as Parcel Identification Numbers S0514438930 and S0514438875 in the real property records of Ada County, Idaho, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), and hereby certifies:

- (1) that the Property has been used, within the last three (3) years, as an agricultural operation; and
- (2) that the undersigned has reviewed the materials provided in Exhibit B, and has had an opportunity to review the urban renewal eligibility report, dated May 2019, entitled State Street Study Area Urban Renewal Eligibility Report, prepared by Leland Consulting Group and as attached hereto as Exhibit C.

Further, James L. Evans, Manager of KPG Investment LLC, hereby provides his consent and approval that the subject Property may be included within a proposed urban renewal area and may be deemed appropriate for inclusion within an urban renewal project area as defined by the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended, and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended, as the property possesses certain characteristics of eligibility.

DATED this 3rd day of August, 2021.

KPG Investment II LLC

Name: James L. Evans

Title: Manager

fore me, a Notary Public for the state of or identified to me to be the Manager of
or identified to me to be the Manager of
nt or the person who executed the instrument
owledged to me that such KPG Investment II
V/MUTMOH
Notary Public My Commission Expires on 11/15/25

# **EXHIBIT A**

#### PARCEL NUMBER

S0514438930

#### **ADDRESS**

# 9650 W. STATE STREET, BOISE, ID 83714

#### **DESCRIPTION**

PAR #8930 OF SW4SE4 SEC 14 4N 1E #432750 R

#### PARCEL NUMBER

S0514438875

**ADDRESS** 

9474 W. STATE STREET, BOISE, ID 83714

**DESCRIPTION** 

PAR #8875 OF SW4SE4 SEC 14 4N 1E #432270 R

## Attachment 7

# Inter-Agency Initiatives List

4811-0115-4797, v. 5

# **State Street Corridor Framework Interagency Initiatives**

Item	Initiative	Priority	<u>Lead</u> / Partner
1	Establish an inter-agency agreement between ACHD, CCDC and the City of Boise for the use of tax-increment revenue for transportation elements.	Immediate	CCDC / ACHD / Boise City
2	Adopt streetscape standards into Boise City design guidelines and to incorporate streetscape typologies for the State Street District.	Immediate	PDS-PLN / ACHD / ITD / CCDC
3	Establish cross section standards for State Street, including non-motorized facilities and ACHD defined non-transportation elements (subject to cost share) to be implemented through public capital projects or development along the corridor.	Immediate	ACHD / ITD / PDS- PLN / Garden City / CCDC
4	Update CCDC's Participation Policy and Capital Improvement Planning Process to further encourage and prioritize developments that assist affordable housing the market is not creating, and a safe and comfortable multi-modal State Street corridor.	Immediate	CCDC / PDS-PLN
5	Develop CCDC participation program incentives for adaptive reuse, historic preservation and façade restoration to encourage the preservation and activation of National Register listed and eligible sites in the District.	Immediate	CCDC / PDS-HP / A&H / SHPO
6	Provide support for affordable housing that is dense, serves a mix of incomes, and provides diverse housing options by funding eligible public improvements, impact fees, financing, public improvements, and utility improvements as per existing Idaho state statutes.	Immediate / Ongoing	PDS - HCD / PDS- PLN / CCDC / Other Housing Agencies
7	Collaborate to achieve innovative, mixed use, mixed income development on existing ITD campus while respecting and preserving historic elements of the site.	Immediate / Ongoing	PDS-HCD / PDS- PLN / ITD / CCDC
8	Align partner agencies' long-range financial plans, five year capital improvement plans, and annual budgets so that the planned public improvements along State Street are coordinated and efficient with minimal disruption to the public.	Immediate / Ongoing	ACHD / ITD / VRT/ PDS-PLN / BPR / PW / IT / CCDC
9	Establish development standards that activate transit nodes with pedestrian level amenities and identify opportunities for connections to transit services that intersect State Street and other first and last mile alternatives.	High Priority	PDS-PLN / VRT / ACHD
10	Pursue efforts, plans and policies that preserve or replace existing affordable housing stock and avoid displacement of residents located within the State Street District, and provide funding for resident relocation when necessary.	High Priority	PDS-HCD / CCDC
11	Implement strategies and regulations that bolster existing retail along State Street, as well as a mix of uses, both horizontally and vertically disbursed (E.G. neighborhood branding, update design review standards, update C-2 zoning, or form-based code specific to this area, missing middle housing types transitioning from single family to multi-family and mixed use).	High Priority	PDS-PLN / CCDC

### **State Street Corridor Framework Interagency Initiatives**

12	Finalize transit branding, necessary passenger facilities and roll-out for branded transit service on State Street.	Medium Priority	VRT / PDS-PLN / CCDC / ACHD
13	Coordinate with Boise School District to incorporate public space improvements into Boise School campuses within the District as appropriate.	Medium Priority	BSD / PDS-PLN / Parks / CCDC
14	Update City-owned IT conduit network master plan to service the development forecast in the State Street District.	Medium Priority	<u>ΙΤ</u>
15	Pursue strategic land trades amongst public agencies as well as consider the acquisition of privately held properties to optimize development and economic development potential, provide support for development of affordable or income-restricted housing, improve the neighborhood and provide a diversity of housing options. Private properties are not currently identified but may be considered.	Medium Priority	PDS-PLN / CCDC / ACHD / Others
16	Coordinate canal and other off-street pathway improvements with the Boise Pathways Plan and encourage interpretation of related National Register eligible sites.	Ongoing	BPR / PDS-PLN / A&H / SHPO
17	Coordinate with Boise Parks and Arts & History to incorporate identified cultural resources into public spaces as appropriate, to provide linkages between public spaces and to identify other opportunities to enhance place making through the corridor's history.	Ongoing	BPR / A&H / SHPO / CCDC
18	Expand CityGo Transportation Demand Management (TDM) efforts to include developments along State Street corridor that encourage alternative transportation uses including non-motorized, transit and carsharing or car/vanpooling	Ongoing	VRT / CCDC / PDS- PLN

ACHD: Ada County Highway District

A&H: Boise City Arts & History Department

BSD: Boise School District

IT – Boise City Information Technology

ITD: Idaho Transportation Department

BPR: Boise City Parks & Recreation Department

PDS-HCD: Boise City Planning and Development Service, Housing and Community Development

PDS-HDC: Boise City Planning and Development Services, Historic Preservation

PDS-PLN: Boise City Development Services, Current & Comprehensive Planning

PW: Boise City Public Works Department

SHPO: State Historic Preservation Office



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### **AGENDA BILL**

Agenda Subject: FY2021 Amended Budget	<b>Date:</b> August 9, 2021
Staff Contact: Joey Chen, Director of Finance and Administration	Attachments: 1. Proposed FY2021 Amended Budget 2. Proposed Notice of Public Hearing

### **Action Requested:**

- 1. Approve proposed FY2021 Amended Budget
- 2. Advertise Public Hearing at August 25, 2021 Special Board Meeting

### Background:

The CCDC Board of Commissioners has routinely amended its current year budget one time near the end of the fiscal year to reflect updated revenues, expenses and projects as a starting place for the coming fiscal year's budget.

### **Fiscal Notes:**

FY2021 Original Budget	\$ 59,317,412
Proposed FY2021 Amended Budget	\$ 24,986,394
Difference	\$ 34,331,018

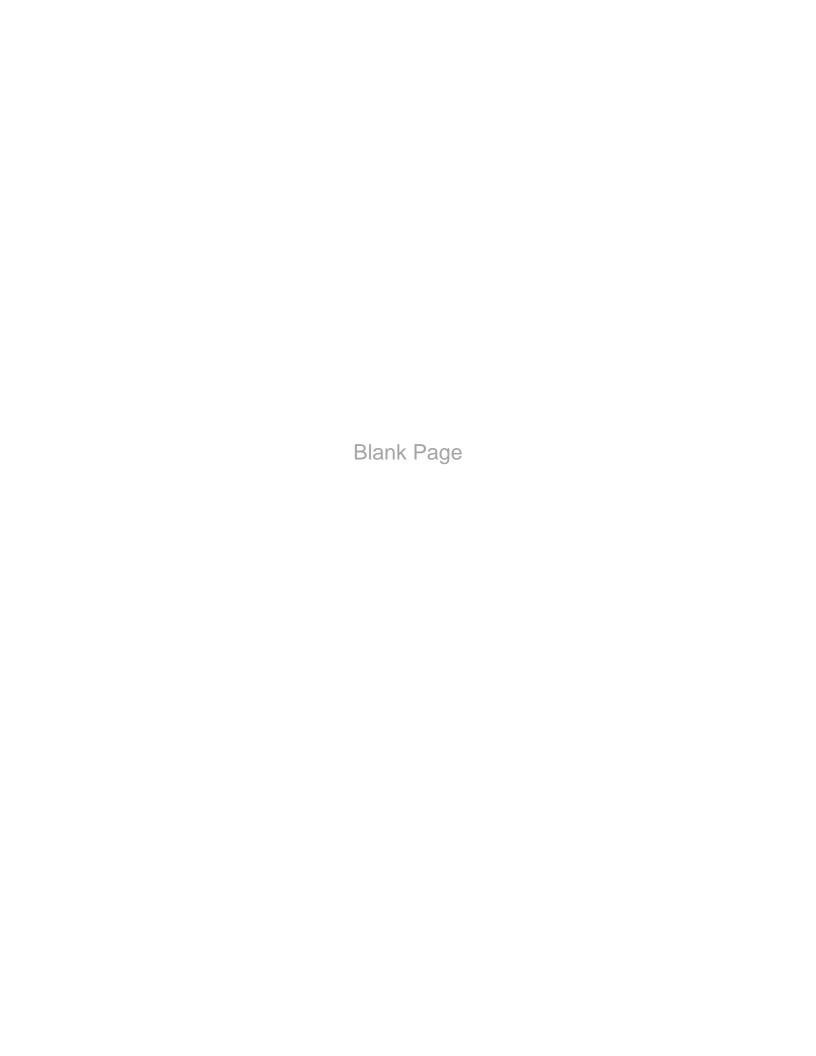
The budget document illustrates the sources and uses of all budgeted funds, and includes a one-page summary of revenues and expenses, comprehensive expenditure detail, and a narrative of notable changes.

### Staff Recommendation:

Approve FY2021 Amended Budget and advertise the August 25, 2021 public hearing.

### **Suggested Motion:**

I move to approve the FY2021 Amended Budget to new revenue and expense totals of \$24,986,394 and set the time and date of Noon, August 25, 2021 for the statutorily-required public hearing on the Budget Amendment.



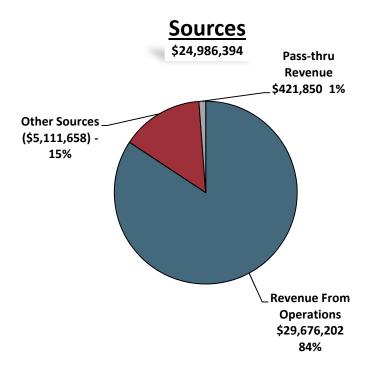


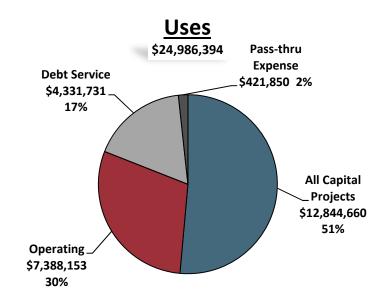
October 1, 2020 - September 30, 2021

**PROPOSED** 



### FY2021 AMENDED Budget





FY2021 AMENDED BUDGET REVENUE SUMMARY		2021 ORIGINAL	2021 AMENDED	Changes
REVENUE SUMMARY		ORIGINAL	AIVILIVULU	Changes
Revenue from Operations				
Revenue Allocation (Tax Increment)		19,320,000	17,090,000	(2,230,000)
Parking Revenue		4,582,565	6,274,441	1,691,876
Other Revenues (Various Reimbursements)		2,185,445	6,311,761	4,126,316
Subtotal	\$	26,088,010	\$ 29,676,202	\$ 3,588,192
Other Sources				
Misc. Revenues (Grants/Leases/Property Transactions)		528,432	141,318	(387,114)
Bond Financing		10,000,000	-	(10,000,000)
Use of (Transfer to) Working Capital Fund		22,279,120	(5,252,976)	(27,532,096)
Subtotal	\$	32,807,552	\$ (5,111,658)	\$ (37,919,210)
Subtotal - Revenue from Operations	\$	58,895,562	\$ 24,564,544	\$ (34,331,018)
Pass-Through Revenue				
Ada County Courthouse Corridor Leases	_	421,850	421,850	-
Subtotal	\$	421,850	\$ 421,850	\$ -
TOTAL REVENUE	\$	59,317,412	\$ 24,986,394	\$ (34,331,018)
		2021	2021	
EXPENSE SUMMARY		ORIGINAL	AMENDED	Changes
Operating Expense				
Services & Operations		2,817,209	2,394,617	(422,592)
Personnel Costs		2,612,500	2,526,100	(86,400)
Facilities Management		959,122	754,236	(204,886)
Professional Services		1,867,600	1,713,200	(154,400)
Subtotal	\$	8,256,431	\$ 7,388,153	\$ (868,278)
Debt Service & Contractual Obligations				
Debt Service		4,331,731	4,331,731	-
Contractual Obligations		2,201,900	2,084,360	(117,540)
Subtotal	\$	6,533,631	\$ 6,416,091	\$ (117,540)
Capital Outlay				
Office Furniture/Computer Equipment		46,000	65,000	19,000
Capital Improvement Plan (CIP)		41,216,000	8,404,100	(32,811,900)
Parking Reinvestment Plan (PRP)		2,125,000	2,161,200	36,200
Mobility Projects		718,500	130,000	(588,500)
Subtotal	\$	44,105,500	\$ 10,760,300	\$ (33,345,200)
Subtotal - Expenses for Operations	\$	58,895,562	\$ 24,564,544	\$ (34,331,018)
Pass-Through Expense				
Ada County Courthouse Corridor Leases		421,850	421,850	-
Subtotal	\$	421,850	\$ 421,850	\$ -
TOTAL EXPENSE	\$	59,317,412	\$ 24,986,394	\$ (34,331,018)
		_		

<sup>\*</sup> Detail Attached

FY2021 AMENDED BUDGET REVENUE DETAIL	2021 ORIGINAL	2021 AMENDED	Change
NEVEROL DETAIL	OMOMAL	AMENDED	Change
Revenue Allocation (Tax Increment)			
Gateway East District	1,730,000	1,500,000	(230,000)
Shoreline District	290,000	260,000	(30,000)
30th Street District	1,100,000	930,000	(170,000)
Westside District	4,500,000	4,000,000	(500,000)
River Myrtle-Old Boise District	11,700,000	10,400,000	(1,300,000)
<u> </u>			
Subtotal	19,320,000	17,090,000	(2,230,000)
Davising Payanua			
Parking Revenue			
Hourly Parkers	2,326,509	4,220,254	1,893,745
Monthly Parkers	2,535,607	3,183,215	647,608
Validation / Special Events / Violation	77,209	49,580	(27,629)
Hotel Parking Revenue	132,760	379,013	246,253
First Hour Free Discount	(933,640)	(1,887,596)	(953,956)
Other Parking Revenues	444,120	329,975	(114,145)
Subtotal	4,582,565	6,274,441	1,691,876

FY2021 AMENDED BUDGET EXPENSE DETAIL	2021 ORIGINAL	2021 AMENDED	Change
Capital Improvement Plan			
Gateway East District	720,000	455,000	(265,000)
Shoreline District	100,000	3,000	(97,000)
30th Street District	1,920,000	265,000	(1,655,000)
Westside District	20,675,000	6,023,000	(14,652,000)
River Myrtle-Old Boise District	17,801,000	1,658,100	(16,142,900)
Subtotal	41,216,000	8,404,100	(32,811,900)
Parking Reinvestment Plan			
Capitol & Main Garage: Elevators Refurbish	_	20,000	20,000
9th & Front Garage: Stair Structural Repairs	500,000	770,000	270,000
ParkBOI Code Analysis and Compliance	-	90,000	90,000
9th & Main Garage: Elevator Refurbish	-	260,000	260,000
10th & Front Garage: Structural Damage Prevention	1,500,000	933,000	(567,000)
9th & Front, Capitol & Myrtle, 10th & Front Garages: LED Light Upgrades	125,000	26,000	(99,000)
ParkBOI Handrail & Guardrail IBC Update	-	17,200	17,200
Cap & Main Rout & Seal, Membrane Repairs	-	5,000	5,000
9th & Main Waterproof Membrane Replacement Maintenance (10 yr)	-	10,000	10,000
10th & Front Waterproof Membrane Replacement Maintenance (10 yr)	-	10,000	10,000
Cap & Myrtle Waterproof Membrane Replacement Maintenance (10 yr)	-	10,000	10,000
10th & Front Stair Tower Enclosure - 10th St Side	-	10,000	10,000
Subtotal	2,125,000	2,161,200	36,200
Mobility Projects			
Downtown Mobility Infrastructure	588,500	-	(588,500)
VRT Transit Assessment for Improvements	25,000	30,000	5,000
Transportation Mobility Association (TMA) formation	100,000	100,000	-
EV Carshare - CommuterRide	5,000	-	(5,000)
Subtotal	718,500	130,000	(588,500)



# **FY2021 AMENDED BUDGET**

~ SUMMARY ~

### **REVENUE**

- Increment Revenue \$2.2 million decrease in estimated FY2021 revenues due to:
  - Final (December) levy rates lower than information available in August 2020. We assumed 4% decrease in levies and it turned out to be 13% decrease when finalized.
- Parking Revenue \$1.7 million increase reflects the net impact of:
  - Hourly, monthly, and hotel revenues all suffered significantly less impact from the pandemic than originally forecasted last summer.
  - Additionally, owning the Capitol & Front garage for three quarters of FY2021 created additional revenue that wasn't anticipated in the Original Budget.
- Other Revenue (Various Reimbursements) increase of \$4.1 million is the result of:
  - \$4 million sale of Capitol & Front parking garage on 6/30/2021 was not included in FY2021 Original Budget.
- Bond Financing \$10 million bond budgeted in the Westside District is removed from the FY2021 Amended Budget. Bond planned for FY2023 budget.
- Working Capital Fund synching with updated CIP projects, \$5.3 million will be added to the Working Capital Fund instead of utilizing \$22.3 million originally budgeted for.
  - The Agency's long-term Business Plan accounts for projected revenues and expenses and projects throughout the terms of all of the Agency's urban renewal districts and is the basis for the use of the Working Capital Fund.

### **EXPENDITURES**

### **CAPITAL OUTLAY**

### Capital Improvement Plan (CIP) Projects

- The \$41.2 million originally budgeted for Capital Projects is decreased to \$8.4 million in the FY2021 Amended Budget. Primarily the result of:
  - \$19.5 million decrease in budgeted spending for property acquisitions:
    - Temporary/timing difference (acquisitions moved to FY2022) = \$15.5 million decrease
    - 2. Permanent difference = \$4 million decrease
  - \$10 million decrease due to Westside District transformative development project moved to FY2023.
  - Cherie Buckner-Webb Park came under budget of \$750k.

### Parking Reinvestment Plan (PRP) Projects

- Significant adjustments made to the PRP plan include:
  - 9th & Front Garage Stair Structural Repairs increased by \$270k in the Amended Budget due to widened project scope and rising costs of materials.
  - 9th & Main Garage Elevator Refurbish project experienced several complications and delays. \$260k had to be reallocated to FY2021 Amended Budget.
  - 10th & Front Garage Structural Damage Prevention cost decreased by \$567k in the FY2021 Amended Budget. Scope of work was reduced and project rebid at reduced cost.
  - ParkBOI Code Analysis and Compliance project experienced complications and delays that resulted in expenditures of \$90k for the FY2021 Amended Budget that weren't originally budgeted for.

### **Mobility Projects**

• \$589k cost share with the city of Boise for Downtown Circulator Engineering removed from project list.

###

### **EXHIBIT A**

# CAPITAL CITY DEVELOPMENT CORPORATION PROPOSED FISCAL YEAR 2021 AMENDED BUDGET

AN AMENDED ESTIMATE OF REVENUES AND EXPENSES OF THE CAPITAL CITY DEVELOPMENT CORPORATION FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2020 TO AND INCLUSIVE OF SEPTEMBER 30, 2021 (FISCAL YEAR 2021) AND NOTICE OF PUBLIC HEARING.

As required by Idaho Code, the Board of Commissioners of the Capital City Development Corporation has estimated the amount of money necessary for all purposes during Fiscal Year 2021 and prepared a proposed amended budget that includes an estimate of revenues and expenses and that reflects current Board policy on budget-related matters. As also required by Idaho Code, the amended budget will be entered into the minutes of the Agency and published in the Idaho Statesman newspaper. Citizens are invited to attend the budget hearing that begins at noon, August 25, 2021, at Capital City Development Corporation, 121 N. 9th St, Suite 501, Boise, Idaho. Citizens may submit written or oral comments concerning the Agency's proposed amended budget. A copy of the proposed amended budget is available at https://ccdcboise.com and also at Capital City Development Corporation (by appointment only) during regular business hours, weekdays, 8:00 a.m. to 5:00 p.m. Please notify CCDC at 208-384-4264 for any accommodations necessary for persons with disabilities.

	FISC	CAL YEAR 2019		L YEAR 2020	ORIGINAL FISCAL YEAR 2021	AMENDED CAL YEAR 2021
GENERAL/SPECIAL REVENUE FUNDS:  GENERAL OPERATIONS FUND		ACTUAL		ACTUAL	BUDGET	 BUDGET
Transfers		2,992,910		3,356,697	4,085,000	4,071,860
Other		2,992,910		188,697	<del>198,000</del>	175,314
Total Revenues		3,287,097		3,545,394	4,283,000	 4,247,174
Total Expenses		3,287,097		3,545,394	4,283,000	4,247,174
RIVER-MYRTLE / OLD BOISE REV ALLOC FUND						
Revenue Allocation (Property Tax Increment)		10,546,366		10,749,580	<del>11,700,000</del>	10,400,000
Transfers		(4,172,927)		(2,463,421)	<del>10,519,078</del>	(4,057,983)
Other		849,886		780,819	742,500	 608,500
Total Revenues		7,223,325		9,066,978	<del>22,961,578</del>	6,950,517
Total Expenses WESTSIDE REVENUE ALLOCATION FUND		7,223,325		9,066,978	<del>22,961,578</del>	6,950,517
Revenue Allocation (Property Tax Increment)		3,723,464		4,004,237	4,500,000	4,000,000
Transfers		(2,763,160)		(3,296,924)	4,881,935	377,775
Other		446,530		435,791	<del>12,145,065</del>	2,110,824
Total Revenues	-	1,406,834		1,143,104	21,527,000	6,488,599
Total Expenses 30TH STREET REVENUE ALLOCATION FUND		1,406,834		1,143,104	<del>21,527,000</del>	6,488,599
Revenue Allocation (Property Tax Increment)		645,687		800,108	<del>1,100,000</del>	930,000
Transfers		63,766		(499,573)	<del>885,000</del>	(517,678)
Other		10,999		11,241	<del>5,000</del>	0
Total Revenues		720,452		311,776	1,990,000	412,322
Total Expenses		720,452		311,776	1,990,000	412,322
SHORELINE REVENUE ALLOCATION FUND						
Revenue Allocation (Property Tax Increment)		0		116,217	<del>290,000</del>	260,000
Transfers		0		(116,987)	<del>(85,100)</del>	(226,900)
Other		0		770	<del>100</del>	0
Total Revenues		0		0	205,000	 33,100
Total Expenses GATEWAY EAST REVENUE ALLOCATION FUND		0		0	<del>205,000</del>	33,100
Revenue Allocation (Property Tax Increment)		0		718,793	1,730,000	1,500,000
Transfers		0		(661,996)	<del>(960,300)</del>	(1,000,000)
Other		0		1,406	<del>300</del>	(2,000,000)
Total Revenues	-	0		58,203	770,000	 500,000
Total Expenses PARKING FUND		0		58,203	<del>770,000</del>	500,000
Parking Operation		8,441,906		6,052,228	<del>4,543,445</del>	6,264,466
Transfers		(3,827,963)		(1,348,642)	<del>2,814,507</del>	(4,031,634)
Other		321,921		285,462	<del>118,032</del>	4,017,000
Total Revenues	-	4,935,864	-	4,989,048	7,475,984	 6,249,832
Total Expenses		4,935,864		4,989,048	<del>7,475,98</del> 4	6,249,832
DEBT SERVICE FUND		65.55		100		,
Pass-through Lease		92,267		103,111	<del>104,850</del>	104,850
Transfers Total Revenues		92,267		103,111	104.850	 104,850
Total Expenses		92,267		103,111	<del>104,850</del>	104,850
	_					
TOTAL REVENUES	\$	17,665,840	\$	19,217,614	\$ 59,317,412	\$ 24,986,394
TOTAL EXPENSES	\$	17,665,840	\$	19,217,614	\$ 59,317,412	\$ 24,986,394

MOTION TO APPROVE THE PROPOSED AMENDED BUDGET PASSED BY THE BOARD OF COMMISSIONERS OF THE CAPITAL CITY DEVELOPMENT CORPORATION IN BOISE, IDAHO, THIS 9TH DAY OF AUGUST 2021. This is an accurate statement of the proposed expenditures and revenues as presented to the Board of Commissioners for Fiscal Year 2021 as amended. APPROVED BY THE VICE CHAIR OF THE CAPITAL CITY DEVELOPMENT CORPORATION IN BOISE, IDAHO THIS 9TH DAY OF AUGUST 2021. Ryan Woodings, Vice Chair, Lauren McLean, Secretary.



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### **AGENDA BILL**

Agenda Subject	ct:
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FY2022 Original Budget

Date:

August 9, 2021

### **Staff Contact:**

Joey Chen, Director of Finance and Administration

### Attachments:

- 1. Proposed FY2022 Original Budget
- 2. Proposed Notice of Public Hearing

### **Action Requested:**

- 1. Approve *proposed* FY2022 Original Budget
- 2. Advertise Public Hearing at August 25, 2021 Special Board Meeting

### **Background:**

The Agency's fiscal year runs from October 1 to the following September 30. Each fiscal year's Original Budget accounts for all revenues from all sources and all expenses for all Agency general operations, capital improvement projects, development contracts, parking activities, debt service and pass-through funds.

### **Fiscal Notes:**

Proposed FY2022 Original Budget \$61,755,759

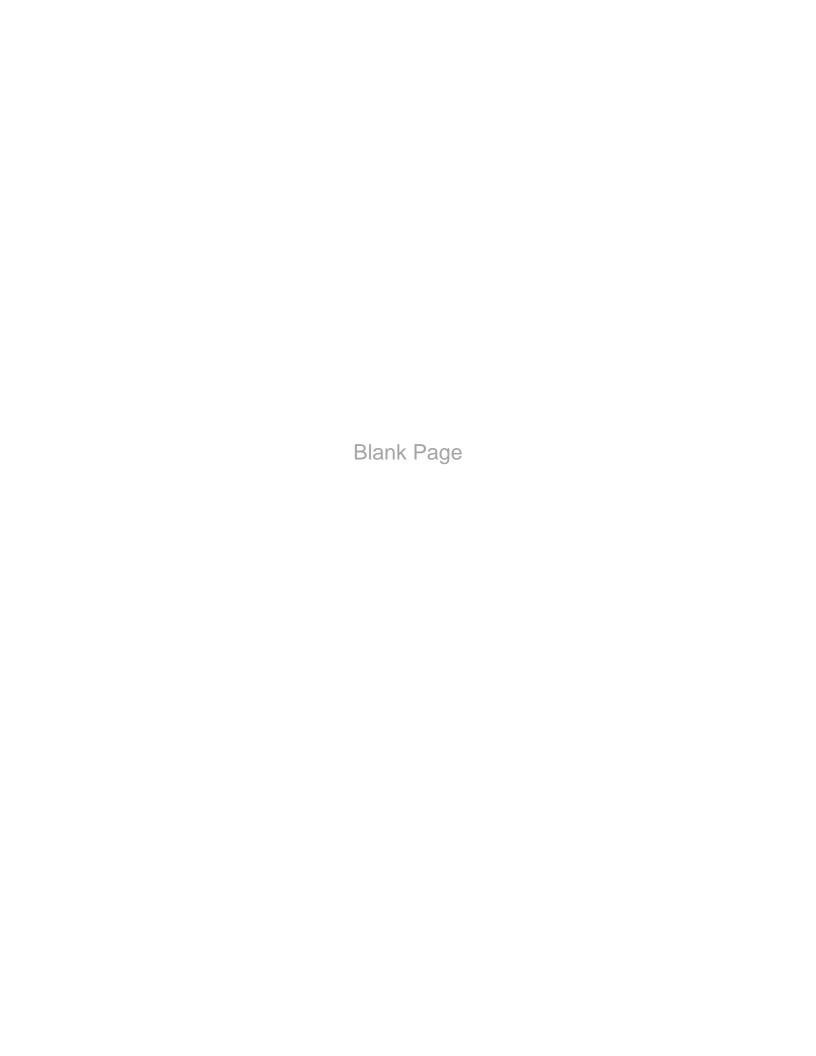
The budget document illustrates the sources and uses of all budgeted funds, summarizes all revenues and expenses, and provides comprehensive expenditure detail and narrative of notable changes.

### Staff Recommendation:

Approve FY2022 Original Budget and advertise the August 25, 2021 public hearing.

### Suggested Motion:

I move to approve the FY2022 Original Budget totaling \$61,755,759 and set the time and date of Noon, August 25, 2021, for the statutorily-required public hearing on the Agency's budget for the coming fiscal year.





# **FY2022 ORIGINAL BUDGET**

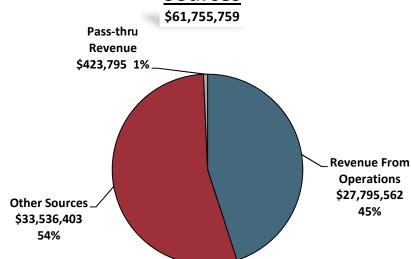
October 1, 2021 - September 30, 2022

**PROPOSED** 

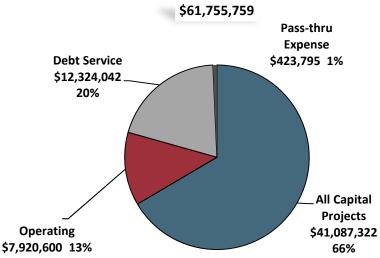


### FY2022 ORIGINAL Budget

# **Sources**



# <u>Uses</u>



FY2022 ORIGINAL BUDGET		2021		2021		2022
REVENUE SUMMARY		ORIGINAL		AMENDED		ORIGINAL
Revenue from Operations		40 220 000		17.000.000		40 400 000
* Revenue Allocation (Tax Increment) * Parking Revenue		19,320,000		17,090,000		18,480,000
Other Revenues (Various Reimbursements)		4,582,565 2,185,445		6,274,441 6,311,761		7,636,762 1,678,800
Subtotal	\$	26,088,010	\$	29,676,202	\$	27,795,562
Subtotul	<del>-</del>	20,000,010	<u> </u>	23,070,202	7	27,733,302
Other Sources						
Misc. Revenues (Grants/Leases/Property Transactions)		528,432		141,318		181,914
Bond Financing		10,000,000		-		-
Use of (Transfer to) Working Capital Fund		22,279,120		(5,252,976)		33,354,489
Subtotal	\$	32,807,552	\$	(5,111,658)	\$	33,536,403
Subtotal - Revenue from Operations	\$	58,895,562	\$	24,564,544	Ś	61,331,964
				_ ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-	0_,00_,00
Pass-Through Revenue						
Ada County Courthouse Corridor Leases		421,850		421,850		423,795
Subtotal	\$	421,850	\$	421,850	\$	423,795
TOTAL REVENUE	\$	59,317,412	\$	24,986,394	\$	61,755,759
		<u> </u>				
		2021		2021		2022
EXPENSE SUMMARY		ORIGINAL		AMENDED		ORIGINAL
Operating Expense						
Services & Operations		2,817,209		2,394,617		2,821,661
Personnel Costs		2,612,500		2,526,100		2,470,650
Facilities Management		959,122		754,236		989,289
Professional Services	\$	1,867,600 8,256,431	\$	1,713,200 7,388,153	\$	1,639,000 7,920,600
Subtotal	<u>ې</u>	6,230,431	Ą	7,300,133	Ş	7,920,000
Debt Service & Contractual Obligations						
Debt Service		4,331,731		4,331,731		12,324,042
Contractual Obligations		2,201,900		2,084,360		3,428,622
Subtotal	\$	6,533,631	\$	6,416,091	\$	15,752,664
Capital Outlay						
Office Furniture/Computer Equipment		46,000		65,000		46,000
* Capital Improvement Plan (CIP)		41,216,000		8,404,100		36,060,700
* Parking Reinvestment Plan (PRP)		2,125,000		2,161,200		1,432,000
* Mobility Projects		718,500	<u>,</u>	130,000	<u>,</u>	120,000
Subtotal	<u> </u>	44,105,500	\$	10,760,300	\$	37,658,700
Subtotal - Expenses for Operations	\$	58,895,562	\$	24,564,544	\$	61,331,964
Pass-Through Expense						
Ada County Courthouse Corridor Leases		421,850		421,850		423,795
Subtotal	\$	421,850	\$	421,850	\$	423,795
TOTAL EXPENSE	\$	59,317,412	\$	24,986,394	\$	61,755,759
-	<u> </u>	, ,	•	,,		. , ,

<sup>\*</sup> Detail Attached

FY2022 ORIGINAL BUDGET REVENUE DETAIL	2021 ORIGINAL	2021 AMENDED	2022 ORIGINAL
REVENUE DETAIL	ORIGINAL	AIVIENDED	ORIGINAL
Revenue Allocation (Tax Increment)			
Gateway East District	1,730,000	1,500,000	2,250,000
Shoreline District	290,000	260,000	430,000
30th Street District	1,100,000	930,000	1,600,000
Westside District	4,500,000	4,000,000	4,100,000
River Myrtle-Old Boise District	11,700,000	10,400,000	10,100,000
Subtotal	19,320,000	17,090,000	18,480,000
Parking Revenue			
Hourly Parkers	2,326,509	4,220,254	5,897,702
Monthly Parkers	2,535,607	3,183,215	3,522,341
Validation / Special Events / Violation	77,209	49,580	196,047
Hotel Parking Revenue	132,760	379,013	236,721
First Hour Free Discount	(933,640)	(1,887,596)	(2,606,249)
Other Parking Revenues	444,120	329,975	390,200
Subtotal	4,582,565	6,274,441	7,636,762

FY2022 ORIGINAL BUDGET EXPENSE DETAIL	2021 ORIGINAL	2021 AMENDED	2022 ORIGINAL
Capital Improvement Plan			
Gateway East District	720,000 100,000	455,000 3,000	1,790,000 250,000
30th Street District	1,920,000	265,000	2,240,000
Westside District	20,675,000	6,023,000	7,001,500
River Myrtle-Old Boise District	17,801,000	1,658,100	24,779,200
Subtotal	41,216,000	8,404,100	36,060,700
Parking Reinvestment Plan			
Capitol & Main Garage: Elevators Refurbish	_	20,000	-
9th & Front Garage: Stair Structural Repairs	500,000	770,000	182,000
ParkBOI Code Analysis and Compliance	· -	90,000	-
9th & Main Garage: Elevator Refurbish	-	260,000	-
10th & Front Garage: Structural Damage Prevention	1,500,000	933,000	150,000
9th & Front, Capitol & Myrtle, 10th & Front Garages: LED Light Upgrades	125,000	26,000	-
ParkBOI Handrail & Guardrail IBC Update	-	17,200	150,000
Cap & Main Rout & Seal, Membrane Repairs	-	5,000	100,000
9th & Main Waterproof Membrane Replacement Maintenance (10 yr)	-	10,000	250,000
10th & Front Waterproof Membrane Replacement Maintenance (10 yr)	-	10,000	250,000
Cap & Myrtle Waterproof Membrane Replacement Maintenance (10 yr)	-	10,000	250,000
10th & Front Stair Tower Enclosure - 10th St Side	-	10,000	100,000
Subtotal	2,125,000	2,161,200	1,432,000
Mobility Projects			
Downtown Mobility Infrastructure	588,500	-	-
VRT Transit Assessment for Improvements	25,000	30,000	35,000
ParkBOI Initiatives	-	-	25,000
Transportation Mobility Association (TMA) formation	100,000	100,000	60,000
EV Carshare - CommuterRide	5,000	-	-
Subtotal	718,500	130,000	120,000



# **FY2022 ORIGINAL BUDGET**

# ~ SUMMARY ~

### **REVENUE**

### **ASSESSED TAXABLE VALUES**

• The Assessed Value of taxable property in all of the Agency's current Urban Renewal Districts increased 26% since last year, from \$1.5 billion to \$1.9 billion.

	FY2021	FY2022		
	Final	Estimates		
Gateway East	\$138,644,096	\$237,356,700		
Shoreline	\$23,403,691	\$45,758,300		
30th Street	\$83,486,827	\$165,619,700		
Westside	\$349,105,605	\$418,224,200		
River Myrtle / Old Boise	\$912,409,520	\$1,024,626,300		
TOTAL	\$1,507,049,739	\$1,891,585,200		

### **INCREMENT REVENUE**

- FY2021 Amended to FY2022 Original total Increment Revenue increased by 8% and \$1.4 million to a new total of \$18.5 million.
  - \$300k decrease in RMOB revenue can be attributed to COVID and the makeup of property types in this district (office & hotel). Property values in RMOB only increased 10% (compared to 25%+ increase for most other areas of Boise); while we are assuming a 15% decrease in levy rate.

	FY2021 Amended	FY2022	\$
	FY2021 Amended	F 1 2022	Change
Gateway East	\$1,500,000	\$2,250,000	\$750,000
Shoreline	\$260,000	\$430,000	\$170,000
30th Street	\$930,000	\$1,600,000	\$670,000
Westside	\$4,000,000	\$4,100,000	\$100,000
River Myrtle / Old Boise	\$10,400,000	\$10,100,000	(\$300,000)
TOTAL	\$17,090,000	\$18,480,000	\$1,390,000

### **PARKING REVENUE**

- Parking revenue is budgeted at \$7.6 million for FY2022.
  - Expect to see continued revenue growth from both hourly and monthly customers as recovery from the pandemic continues.
    - Monthly parking revenue is budgeted at 92% of pre-pandemic levels.
    - Hourly parking revenue is budgeted at 86% of pre-pandemic levels.
  - Hourly Rate: no proposed changes. Currently 1st Hour Free then \$3 per hour;
     \$15 daily maximum.
  - Monthly Rate: no proposed changes.

### **WORKING CAPITAL FUND**

- The FY2022 Original Budget taps the Working Capital Fund for \$33.3 million.
- Integral to the Agency's long-term Business Plan, the Working Capital Fund accounts for projected / estimated revenues and expenses and projects throughout the terms of all of the Agency's Urban Renewal Districts.

### **EXPENDITURES**

### **OPERATING EXPENSES**

### **Services and Operations**

- Parking services and operations budget is \$2.2 million of the total \$2.8 million budgeted for this expense category.
  - The parking garage operator had several vacancies during FY2021 that are expected to be filled in FY2022 as recovery from the pandemic continues.
  - Due to the current labor market, the parking garage operator is increasing hourly pay rates to attract and retain staff.
  - Security costs have grown due to increased coverage as well as rising labor costs due to the current labor market.

### **Bond Payments / Debt Service**

Early bond redemption - The proposed FY2022 budget includes the recommendation of paying off the Agency's current bonds early. The estimated interest savings with the early redemption in FY2022 will be \$0.5 million. The budgeted bond payment of \$12 million includes: 1) \$4 million scheduled payment for FY2022; and 2) \$8 million early redemption of the three bonds.

Bond	River-Myrtle / Old Boise	Parking	Total
2017 A	\$5,786,196		\$5,786,196
2017 B	\$2,344,296		\$2,344,296
2011 B		\$4,023,550	\$4,023,550
AHA Payment		\$170,000	\$170,000
TOTAL	\$8,130,492	\$4,193,550	\$12,324,042

 Westside, 30th Street, Shoreline and Gateway East districts currently have no debt.

### CAPITAL OUTLAY

### Capital Improvement Plan (CIP) Projects

- \$36.1 million + \$3.4 million Contractual Obligations = \$39.5 million total CIP
- The FY2022 CIP focuses on support for housing partnerships and real estate acquisitions as well as construction of multi-year transformative projects.
- CCDC is updating the CIP approval process. At the August 9<sup>th</sup> board meeting, there will be a work session for the FY2022-FY2026 5-Year CIP plan. The 5-Year CIP will then be presented to the CCDC Board for adoption in October 2021.

### Parking Reinvestment Plan (PRP) Projects

• \$1.4 million. All budgeted projects and amounts in attached detail pages.

### **Mobility Projects**

• \$120k. All budgeted projects and amounts in attached detail pages.

### Pass-Through Revenue & Expense

- Ada County Courthouse Corridor Leases are comprised of two agreements:
  - Lease revenue of about \$105k per year paid by Civic Plaza and passed-through to Ada County for parcels 4 and 5 (master ground lease) and condominium units 102 and 401 (supplemental ground lease).
  - Parking access revenue of \$317k paid annually by the University of Idaho for access to the Idaho Water Center and passed-through to trustee US Bank.

 Per independent auditor review, the debt service on the Series 2016 Lease Revenue Bonds, GBAD Expansion Project (\$23.1 million) conduit financing is shown as a note disclosure in the Agency's financial statements. That passed-through amount does not appear on CCDC's balance sheet or income statement so is not included in Agency budgets.

###

# EXHIBIT A CAPITAL CITY DEVELOPMENT CORPORATION PROPOSED FISCAL YEAR 2022 ORIGINAL BUDGET

AN ESTIMATE OF REVENUES AND EXPENSES OF THE CAPITAL CITY DEVELOPMENT CORPORATION FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2021 TO AND INCLUSIVE OF SEPTEMBER 30, 2022 (FISCAL YEAR 2022), AND NOTICE OF PUBLIC HEARING.

As required by Idaho Code, the Board of Commissioners of the Capital City Development Corporation has estimated the amount of money necessary for all purposes during Fiscal Year 2022 and prepared a proposed budget that includes an estimate of revenues and expenses and that reflects current Board policy on budget-related matters. As also required by Idaho Code, the budget will be entered into the minutes of the Agency and published in the Idaho Statesman newspaper. Citizens are invited to attend the budget hearing that begins at noon, August 25, 2021 at Capital City Development Corporation, 121 N. 9th St, Suite 501, Boise, Idaho. Citizens may submit written or oral comments concerning the Agency's proposed budget. A copy of the proposed budget is available at https://ccdcboise.com and also at Capital City Development Corporation (by appointment only) during regular business hours, weekdays, 8:00 a.m. to 5:00 p.m. Please notify CCDC at 208-384-4264 for any accommodations necessary for persons with disabilities.

GENERAL/SPECIAL REVENUE FUNDS:	FISC	CAL YEAR 2020 ACTUAL	FISC	AMENDED CAL YEAR 2021 BUDGET	ORIGINAL CAL YEAR 2022 BUDGET
GENERAL OPERATIONS FUND		ACTUAL		BODGET	 BODGET
Transfers Other		3,356,697 188,697		4,071,860 175,314	3,780,590 196,540
Total Revenues	-	3,545,394		4,247,174	 3,977,130
Total Expenses RIVER-MYRTLE / OLD BOISE REV ALLOC FUND		3,545,394		4,247,174	3,977,130
Revenue Allocation (Property Tax Increment)		10,749,580		10,400,000	10,100,000
Transfers		(2,463,421)		(4,057,983)	24,311,941
Other		780,819		608,500	754,500
Total Revenues		9,066,978		6,950,517	35,166,441
Total Expenses WESTSIDE REVENUE ALLOCATION FUND		9,066,978		6,950,517	35,166,441
Revenue Allocation (Property Tax Increment)		4,004,237		4,000,000	4,100,000
Transfers		(3,296,924)		377,775	3,624,386
Other		435,791		2,110,824	 1,314,114
Total Revenues		1,143,104		6,488,599	9,038,500
Total Expenses 30TH STREET REVENUE ALLOCATION FUND		1,143,104		6,488,599	9,038,500
Revenue Allocation (Property Tax Increment)		800,108		930,000	1,600,000
Transfers		(499,573)		(517,678)	802,122
Other		11,241		0	 0
Total Revenues		311,776		412,322	2,402,122
Total Expenses SHORELINE REVENUE ALLOCATION FUND		311,776		412,322	2,402,122
Revenue Allocation (Property Tax Increment)		116,217		260,000	430,000
Transfers		(116,987)		(226,900)	(55,000)
Other Total Revenues		770		33,100	 375,000
Total Expenses GATEWAY EAST REVENUE ALLOCATION FUND		0		33,100	375,000
Revenue Allocation (Property Tax Increment)		718,793		1,500,000	2,250,000
Transfers Other		(661,996)		(1,000,000)	(213,500)
Total Revenues	-	1,406 58,203		500,000	 2,036,500
Total Expenses		58,203		500,000	2,036,500
PARKING FUND  Parking Operation		6,052,228		6,264,466	7 626 562
Parking Operation Transfers		(1,348,642)		(4,031,634)	7,626,562 955,710
Other		285,462		4,017,000	71,000
Total Revenues	-	4,989,048		6,249,832	 8,653,271
Total Expenses DEBT SERVICE FUND		4,989,048		6,249,832	8,653,271
Pass-through Lease		103,111		104,850	106,795
Transfers		0		0	0
Total Revenues		103,111		104,850	106,795
Total Expenses		103,111		104,850	106,795
TOTAL REVENUES	\$	19,217,614	\$	24,986,394	\$ 61,755,759
TOTAL EXPENSES	\$	19,217,614	\$	24,986,394	\$ 61,755,759

MOTION TO APPROVE THE PROPOSED BUDGET PASSED BY THE BOARD OF COMMISSIONERS OF THE CAPITAL CITY DEVELOPMENT CORPORATION IN BOISE, IDAHO, THIS 9TH DAY OF AUGUST 2021. This is an accurate statement of the proposed expenditures and revenues as presented to the Board of Commissioners for Fiscal Year 2022. APPROVED BY THE VICE CHAIR OF THE CAPITAL CITY DEVELOPMENT CORPORATION IN BOISE, IDAHO THIS 9TH DAY OF AUGUST 2021. Ryan Woodings, Vice Chair. Lauren McLean, Secretary.



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### **AGENDA BILL**

Agenda Subject:  1001 E Gowen Rd – AZEK Boise Manufacturing — Type 2 Participation Agreement Designation with CPG International, LLC.		Date: August 9, 2021
Staff Contact: Alexandra Monjar	Attachments:  1) Site Map 2) Images and Rendering 3) Public Improvement Plan	

### **Action Requested:**

Review 1001 E Gowen Rd as a project eligible to utilize the Type 2 General Assistance Participation Agreement and direct staff to negotiate a final agreement with CPG International, LLC for future board approval.

### Background:

CPG International, LLC, a subsidiary of The AZEK Company Inc. is a composite decking manufacturer with Corporate offices in Chicago, Illinois and manufacturing operations in Ohio, Pennsylvania and Minnesota. It's core products are low maintenance decking and railing products for exterior residential and commercial use. The AZEK Company has a deep commitment to sustainability and incorporates recycled materials into their products with a goal to use one billion pounds annually of recycled materials by 2026 as well as to reduce the company's overall carbon footprint. The AZEK Company is also committed to being a strong supporter and member of the communities where it invests and works through hiring locally, providing long term manufacturing careers for employees and creating opportunities for local contractors and businesses.

CPG International, LLC has leased the former Shopko facility located at 1001 E. Gowen Road to establish a manufacturing facility and distribution center which will support their customers in the Western United States and Canada. The facility is located on approximately 50 acres and includes a 347,000 sq. ft. main building and a 4,950 sq. ft. satellite building. The Boise location will manufacture two major product lines - composite wood and polyvinyl chloride (PVC) decking products – and function as a distribution center for products manufactured at other AZEK facilities. Phase I of the project includes building extrusion lines, storage silos, a truck house for unloading raw materials, auxiliary support equipment, IT infrastructure, offices and employee amenities, maintenance facilities, a rail spur, and material handling facilities.

AZEK has requested CCDC assistance under the Type 2 Program for infrastructure upgrades which include building a second substation transformer and distribution feeder bay at the Gowen

substation, and installing a power distribution line and four street lights. The power upgrades are required for AZEK's manufacturing needs and will also provide an additional 20 MW of power for other users. Of the four street lights, one street light will be on East Gowen Road and three will be sited along a currently private road adjacent to the western property line. The property owner has agreed to dedicate a 6' wide section of the property along the length of this western border to ACHD because there are near-future plans to make this road public. Engineering and design of that roadway project is in CCDC's 2022 Capital Improvement Plan.

In July 2019, the CCDC Board approved the Gateway East Participation Program which includes Type 2 General Assistance Reimbursement. Under the Gateway East Participation Program, no scorecard is used and public improvement costs are eligible for reimbursement at 80% of annual tax increment generated by the project for up to six years, subject to Board approval. This project meets the requirements of the Type 2 Program and promotes CCDC and City objectives to diversify and grow Boise's economy by promoting industrial development, climate action and bringing quality jobs to Boise. Idaho Power has a reimbursement program related to the substation, which will reimburse some but not all of those costs. The remaining cost is eligible for CCDC reimbursement and the Agency will coordinate with Idaho Power to ensure that those costs reimbursed by Idaho Power are not also reimbursed through CCDC's Type 2 program.

### **Project Summary:**

- 50-acre lot located at 1001 E Gowen Road
- 351,950 total SF industrial buildings for manufacturing and distribution
- \$123,230,000 Total Development Costs
- \$1.4 M Eligible Expenses to expand power capacity and install streetlights
- 50 construction jobs estimated
- 160 permanent jobs estimated with an estimated median salary of \$80,000

### Timeline:

- July 2021 Design Review Approval
- TODAY CCDC Type 2 Designation
- August 2021 Construction Begins
- Summer 2021 Type 2 Approval
- Q1 2022 Project Complete
- 2023 Full assessed value is on tax rolls and increment property tax is paid
- 2024 through 2029 Reimbursement Period

### **Fiscal Notes:**

Preliminary information shows that the project will spend approximately \$1,421,700 on Eligible Expenses for public improvements. Based on CCDC's tax increment generation equation, CCDC estimates the project will generate increment sufficient to reimburse total eligible costs in four years. The total reimbursement will not exceed the actual public improvement expenses less the portion reimbursed by Idaho Power as verified by CCDC at completion of the project.

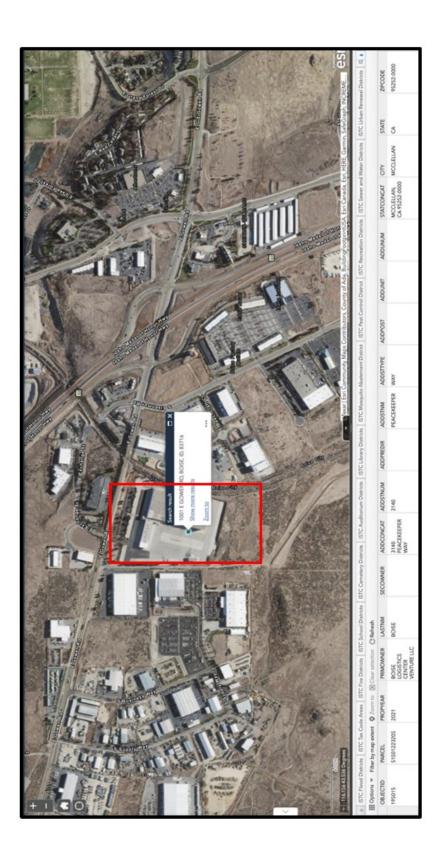
Upon approval of an Agreement, staff will include the project in the next Five-Year Capital Improvements Plan amendment for the Gateway East District.

**Staff Recommendation:** Provide feedback and direct for staff to negotiate and finalizing the terms of the Type 2 Participation Agreement for future board approval.

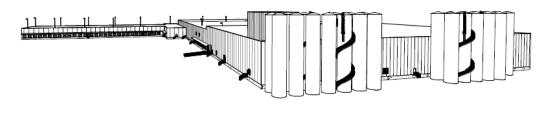
### **Suggested Motion:**

I move to direct staff to negotiate a final Type 2 Participation Agreement with CPG International, LLC for future board approval.

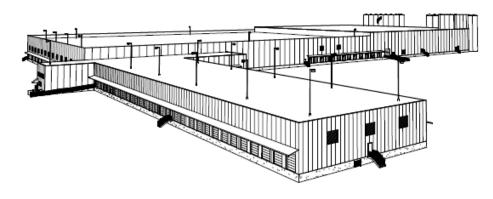
# AZEK Company Boise Manufacturing Site - Parcel No.S1501223205



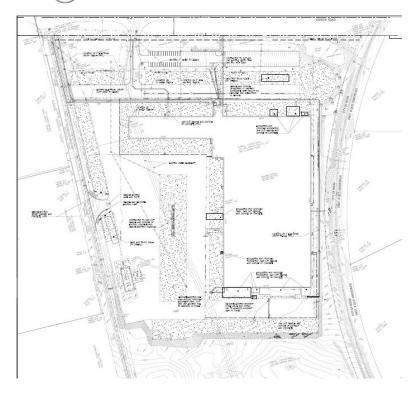
# Attachment #2 - Images and Rendering

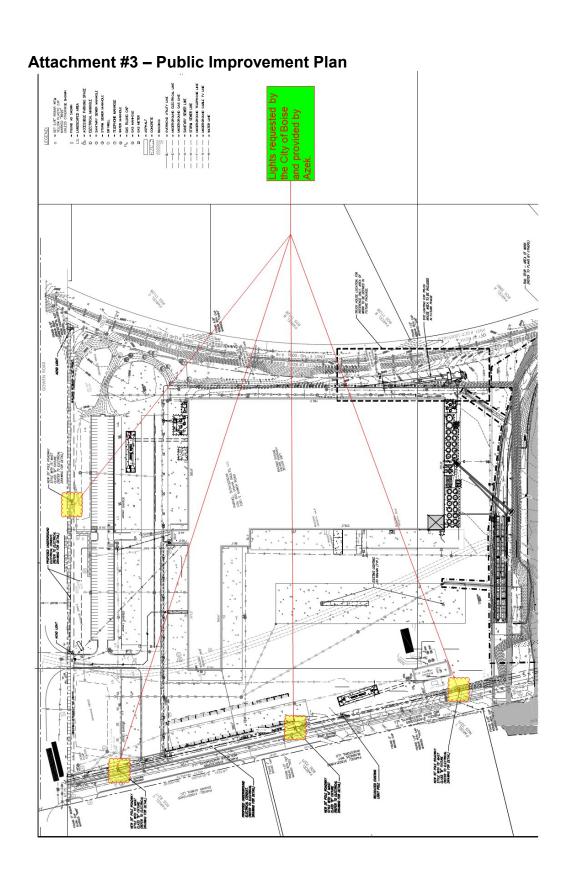


7 Perspective from South West Corner



Perspective from North West Corner







# **Engineering Assessment** (Updated)

February 8, 2021

# **Project Westing**

Project location: 1001 E. Gowen Rd. in Boise, ID Estimated load and in-service date: Phase I = 8.497 MW (July 1, 2021)

Phase II = Additional 5.931 MW (September 1, 2021)

### **Summary**

The following estimate provides the most cost-effective option to meet the energy needs of your 14.428 MW project. Project Westing will be responsible for facilities beyond the point of delivery (POD). A map of the general location of the POD is enclosed as Exhibit A.

### Phase I and Phase II

Project Westing's request for Phase I is to serve the 8.497 MW load by July 1 and Phase II is to serve an additional 5.931 MW load by September 1, 2021.

### **Work Scope**

The work scope to meet the load requirements of either Phase I or Phase II are the same.

The energy requests require the following upgrades to Idaho Power's electrical system:

### **Substation Facilities**

Install a second 44.8 megavolt ampere (MVA) 138kV to 34.5kV substation transformer and distribution feeder bay at Idaho Power's Gowen (GOWN) substation.

### **Distribution Facilities**

Build a new GOWN 34.5kV distribution line to the area on the south side of Gowen Road to provide 14.428 MW of capacity for Project Westing. Install a distribution recloser and an underground primary meter package. There is no charge for the first primary meter package.

### **Spare Transformer Incremental Cost**

In order to meet the September 1, 2021 in-service date, Idaho Power anticipates using its system spare 44.8 MVA 138kV/34.5kV transformer. The Incremental Cost of \$46,000 is to account for moving and installing the spare transformer from Idaho Power's Boise Bench Substation to GOWN Substation.



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### **AGENDA BILL**

### **Agenda Subject:**

Approval of Rankings for RFQ – Parking Operator 2021 (ParkBOI Public Parking Garages)

### Date:

August 9, 2021

### **Staff Contact:**

Kathy Wanner Contracts Specialist

Matt Edmond

Parking & Mobility Director

### Attachments:

- A. Resolution No. 1713
- B. Proposal Scoring
- C. Request For Qualifications (RFQ), issued May 20, 2021

### **Action Requested:**

Adopt Resolution No. 1713 approving the ranking for the RFQ – Parking Operator 2021 and authorizing the Executive Director to negotiate and execute a new Parking Operations Agreement for ParkBOI public parking garage management and operations.

### **BACKGROUND**

CCDC owns wholly or jointly six public parking garages in downtown Boise which it contracts with a private firm to operate. As a matter of good practice as well as compliance with the Board-adopted Parking Management Plan, the Agency periodically solicits proposals for parking management and operation of its public parking garages. While contracting for these professional services is not subject to the procurement rules set forth in the Idaho statutes, the agency's Parking Management Plan requires this process no less frequently than every five years.

The last competitive solicitation was issued in 2016, and as a result of that process the Board awarded the services contract to The Car Park. That contract commenced October 1, 2016 and will end September 30, 2021, with the Agency having exercised four (4) one-year extensions allowed by the contract. The most recent contract extension is set to expire September 30, 2021. Anticipating the expiration of the final contract extension, Agency staff initiated a new solicitation for ParkBOI parking garage management and operations.

### **PROCESS**

The Agency issued a Request for Qualifications ("RFQ") on May 20, 2021, inviting parking management companies to submit proposals to handle operations of the ParkBOI public parking garages. Legal notice of the RFQ was published in the *Idaho Statesman* on May 20 and 27, 2021. Representatives from six different companies attended the pre-submittal conference on June 2, 2021. Thereafter, the following four companies submitted their proposals by the June 22, 2021, deadline: LAZ Parking Northwest, LLC; Mid-Atlantic Parking Services; Republic Parking NW, LLC; and The Car Park, LLC. Each company is to be commended for the quality of their proposals and the expertise and competency of their work as evidenced in their

submissions. The Agency appreciates each company's dedication to helping build vitality in downtown Boise.

The RFQ requested an extensive amount of information from each respondent, including: the company's approach to proving parking management services; company experience with municipal parking systems and parking equipment currently used by the Agency; staffing and compensation plans; customer service; safety and security; revenue control and internal financial procedures; and any recommended improvements and innovations that ParkBOI should consider. See *Attachment C*, Sections 4.1 and 4.2 for complete details of all the requested information.

Scoring the Proposals: The four proposals received were scored by a six-member review panel: Matt Edmond and Joey Chen from the Agency; Jennifer Hensley from the Downtown Boise Association; Tyler Johnson from the City of Boise; Ben Galanos from Ball Ventures Ahlquist; and Brian Watt from Rocky Mountain Companies. Each proposal first was reviewed for compliance with the technical requirements as prescribed in the RFQ, then the review panel evaluated and scored the proposals on the bases of qualifications and demonstrated competence. See *Attachment B* for the review panel's scoring of the four proposals.

Upon review and scoring of the submissions, the scoring revealed *The Car Park, LLC* as the best qualified and highest ranked proposer because:

- The panel's scoring and ranking of The Car Park as the top firm was unanimous and significantly above the second place firm. The Car Park's proposal was thorough and well thought out, exhibiting a great understanding of current operations as well as improvements that can be made going forward.
- As the incumbent operator with its home office is located here in Boise, The Car Park is very familiar with the parking and mobility issues facing downtown Boise, and has resources readily available to fully support ParkBOI needs.
- The Car Park's demonstrated accomplishments since it assumed operations of ParkBOI (previously DPPS) in 2012 were notable;
- The Car Park is an active member of the downtown business community and is able to aptly bridge the occasional gaps between the public and private sectors;
- Over the past ten years, The Car Park's business has grown such that they operate several systems nation-wide. This diversity of experience is of great benefit to the ParkBOI and the Boise parking community:

#### **NEXT STEPS**

In anticipation of Board approval, the parties have started reviewing the existing contract for necessary non-substantive changes, including: review of IRS-related provisions, and updating contact information, ParkBOI system details, and budget details. As before, the contract term would be for one year with four (4) one-year extensions, and details such as payment procedure, security obligations, and insurance, indemnity, and bonding will remain unchanged. Due to the fact that many of the contract details are so prescribed, Agency staff is requesting that the Board authorize the Executive Director to negotiate and finalize the agreement without having to return to the Board for final contract approval. This will help the parties proceed with services commencing October 1, 2021, to coincide with the end of the prior parking operations agreement.

#### **FISCAL NOTES**

For the parking operations services provided, CCDC pays a management fee and reimburses all operating expenses on a monthly basis. The proposed management fee for FY2022 is \$86,281; which includes the management fee and a one-time performance-based bonus up to 5% of the management fee.

#### STAFF RECOMMENDATION

Resolution No. 1713 approves the ranking for the RFQ – Parking Operator 2021 and authorizes the Executive Director to negotiate and execute a parking operations agreement for ParkBOI system management and operations. In the event an agreement cannot be reached with the top-ranked proposer, **The Car Park, LLC**, the resolution authorizes the Executive Director to negotiate and execute a contract with the next-highest ranked proposer.

CCDC Staff recommends that the Board find it in the best interest of the public to approve the ranking for the RFQ – Parking Operator 2021 and to authorize the Executive Director to proceed with negotiation and execution of the Parking Operations Agreement.

**Suggested Motion:** I move to adopt Resolution No. 1713 approving the ranking for the RFQ-Parking Operator 2021 and authorizing the Executive Director to negotiate and execute a new Parking Operations Agreement for ParkBOI public parking garage management and operations.

## **ATTACHMENT A**

## **Resolution No. 1713**

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 REQUEST FOR QUALIFICATIONS (RFQ) RANKING FOR THE AGENCY PARKING OPERATOR 2021 SERVICES; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE THE PARKING OPERATIONS AGREEMENT BASED ON THE RANKING AND TO EXECUTE THE PARKING OPERATIONS AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; 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, 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, the City, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan Westside Downtown Urban Renewal Project ("First Amendment to the Westside Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance 45-20 on December 1, 2020, annexing two (2) geographical areas adjacent and contiguous to the northern boundary of the Westside Project Area into the existing revenue allocation area and making certain findings; and,

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

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

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

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

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

WHEREAS, as authorized by the Act and the Plans, the Agency may acquire, develop, construct, operate, and maintain public parking facilities and enter into agreements necessary or convenient to the exercise of such powers; and,

WHEREAS, the Agency presently owns, operates, and manages several parking facilities, collectively referred to herein as the Agency's Parking System, and has the need for management and operation of those parking facilities; and,

WHEREAS, following the publication of a Request for Qualifications ("RFQ") in the *Idaho Statesman* newspaper on May 20 and 27, 2021, the Agency received proposals from the following four (4) parking management companies by the 3 p.m. deadline on June 22, 2021: LAZ Parking Northwest, LLC; Mid-Atlantic Parking Services; Republic Parking Northwest, LLC; and The Car Park, LLC; and,

WHEREAS, in order to assist with selection of a parking operator, Agency staff convened a six-member Review Panel consisting of: Matt Edmond and Joey Chen from the Agency; Jennifer Hensley from the Downtown Boise Association; Tyler Johnson from the City of Boise; Ben Galanos from Ball Ventures Ahlquist; and Brian Watt from Rocky Mountain Companies; and,

WHEREAS, the Review Panel evaluated and scored the proposals on the bases of qualifications and demonstrated competence as outlined in the RFQ, and thereafter the Review Panel determined that the best qualified and highest ranked proposer was The Car Park, LLC, because:

- The panel's scoring and ranking of The Car Park as the top firm was unanimous and significantly above the second place firm. The Car Park's proposal was thorough and well thought out, exhibiting a great understanding of current operations as well as improvements that can be made going forward;
- As the incumbent operator with its home office is located in downtown Boise, The Car Park is very familiar with the parking and mobility issues facing downtown Boise, and has resources readily available to fully support the Agency's Parking System needs.

WHEREAS, for these reasons, Agency staff is recommending that the Agency Board find it in the best interests of the public to approve the following Review Panel ranking for the RFQ – Parking Operator 2021:

- 1. The Car Park, LLC
- 2. Republic Parking Northwest, LLC
- 3. LAZ Parking Northwest, LLC
- 4. Mid-Atlantic Parking Services

WHEREAS, the Agency has directly issued, or through other public entities issued, a series of tax exempt bonds which has facilitated the acquisition and construction of the Agency's Parking System; and,

WHEREAS, in order to retain the tax exempt financing, a management agreement must comply with certain IRS regulations concerning the term of the agreement, compensation, and other key matters; and,

WHEREAS, the Parking Operations Agreement can be approved subject to review by Agency Bond Counsel and/or Agency Tax Counsel, and the Parking Operations Agreement shall be amended in the event Bond Counsel or Tax Counsel determines such amendments are necessary; and,

WHEREAS, the Agency Board finds it in the best public interest to approve the ranking for its RFQ – Parking Operator 2021 and to authorize the Agency Executive Director to negotiate and execute a Parking Operations Agreement in accordance with the Review Panel ranking.

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

<u>Section 1</u>: That the above statements are true and correct.

Section 2: That the Agency Board affirms the Review Panel's ranking for Parking Operator 2021:

- 1. The Car Park, LLC
- 2. Republic Parking Northwest, LLC
- 3. LAZ Parking Northwest, LLC
- 4. Mid-Atlantic Parking Services

Section 3: That the Agency Board authorizes the Agency Executive Director to negotiate the 2021 Parking Operations Agreement with the top-ranked proposer, The Car Park, LLC, and in the event an agreement cannot be reached, that the Agency Executive Director is authorized to negotiate the 2021 Parking Operations Agreement with the next-highest ranked proposer, and so on, until agreement can be reached, provided that the Parking Operations Agreement is consistent with prior forms of the Agreement and subject to review and amendment by Agency Bond Counsel and/or Agency Tax Counsel.

<u>Section 4</u>: That the Agency Board authorizes the Agency Executive Director, upon successful negotiations, to finalize all exhibits to the Agreement, to execute the 2021 Parking Operations Agreement, and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met and are consistent with the comments and discussions received at the August 9, 2021, Agency Board meeting; and further, the Agency is authorized to allocate and expend any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

APPROVED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on August 9, 2021. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on August 9, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

	BY:		
ATTEST:	<del>-</del>	Ryan Woodings, Vice Chair	
BY:			

## ATTACHMENT B

## **Proposal Scoring**

C C CAPITAL DEVELOPMEN	CITY							kin est																	
								Jun																	
FINAL EVALUATION TALLY										, -															
VENDOR	Possible Points		ı	CARI	PARK	1			L	AZ PA	RKIN	G		N		LANT SERV		RKIN	G	F	REPUE	BLIC N	NORTI	HWES	T
Rater		1	2	3	4	5	6	1	2	3	4	5	6	1	2	3	4	5	6	1	2	3	4	5	6
Criteria																						-			
Parking Management Approach	10	10	9	8	8	10	9	7	5	5	8	5	7	6	5	7	7	6	8	8	7	9	7	8	9
Company Experience	10	10	10	10	9	10	10	8	8	8	8	9	9	5	6	7	8	9	8	8	5	9	7	10	10
Management, Personnel & Customer Service Plans	10	9	9	8	8	10	8	8	8	8	7	9	6	6	6	8	7	6	7	9	6	9	6	9	8
Compensation	6	6	4	5	5	4	6	5	5	5	4	6	4	3	3	5	4	3	3	5	4	5	5	6	5
Customer Service	6	6	5	5	5	6	4	5	4	4	5	5	4	5	3	3	4	6	4	5	4	5	5	6	4
Revenue, Collections, & Control; Internal Financial Procedures	10	8	8	8	8	8	8	7	7	7	8	7	8	6	6	6	8	6	8	6	6	6	7	6	8
Operations & Maintenance Procedures	6	6	5	5	5	6	5	5	4	2	5	4	5	5	4	3	4	6	5	5	5	5	4	4	5
Operating Budget	10	10	7	8	8	10	5	8	5	8	7	5	8	0	0	5	7	5	7	7	7	7	5	6	8
Financial Ability to Perform	10	10	10	10	8	10	10	6	6	6	9	6	9	2	2	2	8	2	9	9	9	9	8	9	9
Safety, Security & Emergency Procedures	6	5	6	5	5	6	6	5	5	4	5	3	4	4	5	3	5	2	4	3	5	5	5	2	5
Transition Plan	6	6	6	6	6	4	6	5	4	5	5	6	4	0	4	3	5	4	4	5	4	5	5	6	4
Recommended changes, improvements, and innovations	10	10	10	8	9	10	8	7	6	5	8	8	7	7	5	5	7	8	5	7	7	8	6	9	9
Totals	100	96	89	86	84	94	85	76	67	67	79	73	75	49	49	57	74	63	72	77	69	82	70	81	84.4
	600			53	34					43	37					30	64					46	3.4		
AVERAGE		1	1	1	1	1	1	3	3	3	2	3	3	4	4	60	<b>67</b>	4	4	2	2	2 <b>77</b>	32	2	2
AVERAGE				89.	.00					72	.03					60	.67					//	.23		
Ranking																				1					

### **ATTACHMENT C**

## Request for Qualifications Parking Operator 2021

**Issued May 20, 2021** 

(addendums included)



#### REQUEST FOR QUALIFICATIONS

#### PARKING OPERATOR 2021 PARKBOI PUBLIC PARKING GARAGES BOISE, IDAHO

PROPOSALS DUE: June 22, 2021 by 3 P.M. local time



## REQUEST FOR QUALIFICATIONS PARKING OPERATOR 2021

May 20, 2021

#### Dear Respondent:

Capital City Development Corporation (CCDC) will accept proposals from parking management companies to operate its ParkBOI public parking garages (ParkBOI) under a "cost plus management fee" contract.

The parking management company chosen by CCDC through this selection process will need to provide the full spectrum of management services, such as: establishing a dedicated management and operations office; handling all parking staff personnel issues; assisting with development and implementation of operation policies and procedures; assisting with a marketing program; performing certain maintenance and upkeep; and tracking parking-related statistics. It is desired that the selected company be ready to commence service October 1, 2021.

**Registration is required to submit a proposal.** (See registration instructions on page 7 of this document.)

The deadline to submit written proposals is 3:00 p.m. local time, June 22, 2021.

Proposals will be evaluated on the basis of qualifications as specified in this RFQ. A selection committee will evaluate each of the proposals and will seek to interview one or more of the top ranked companies. The CCDC Board of Commissioners will make the final decision regarding ranking and the company chosen for these services. 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 the RFQ and the receipt and evaluation of sealed proposals does not obligate CCDC to award a contract. CCDC will not reimburse for any costs incurred by Respondents in responding to this RFQ. CCDC may in its discretion cancel this process at any time prior to execution of a contract without liability.

CCDC appreciates your interest in meeting the needs of the agency and the citizens of Boise.

Kathy Wanner Contracts Specialist

Lathy Wanner

C C CAPITAL CITY
DEVELOPMENT CORP

121 N 9TH ST, SUITE 501 BOISE, ID 83702
208-384-4264 WWW.CCDCBOISE.COM

#### INSTRUCTIONS TO RESPONDENTS

#### 1.1 Information and Background

CCDC owns six (6) public parking garages in downtown Boise, five (5) of which are owned wholly by CCDC and one (1) of which is under joint public-private ownership. CCDC may increase and/or decrease its garage assets over the coming years. See the *ParkBOI Garage System Map*, attached as Exhibit E.

Historically the parking system has been operated with a focus on promoting economic development in the downtown core. With the buildout of the core nearly complete and parking demand soon expected to exceed supply as downtown Boise recovers from the pandemic, the parking system's focus is moving towards an emphasis on mobility management. The new program is encouraged to embrace a wide range of mobility management options to mitigate parking demand overall while enhancing and improving transportation options for all citizens. CCDC will be interested in responding firms experience in integrating mobility management and transportation demand management elements into overall program management.

CCDC has established certain principles regarding how the ParkBOI system is operated. These include:

- Replacing low monthly rates that were used to encourage utilization/economic development with higher rates necessary to manage increased parking demand and to fund alternative means of downtown mobility.
- Coordination of the on-street and off-street parking systems for continued downtown success. Hourly rates in garages are temporarily frozen below those of the on-street system to assist the on-street system in achieving its fullest potential.
- Using technology to maximize operating efficiency and customer service. This includes
  the installation of automated pay stations in 2014, deployment of License Plate
  Recognition (LPR) to assist with parking enforcement, and remote monitoring by the
  Operator of all garage entrances and exits.
- Compliance with IRS regulations and laws: construction of the ParkBOI system has been financed primarily by the issuance of tax exempt bonds. Therefore, ParkBOI must be operated in a manner that is legal under IRS regulations applicable to tax exempt bonds, ParkBOI bond covenants, the Idaho Constitution, and Idaho statutes. The ParkBOI bond covenants prohibit any action that would jeopardize the tax exempt status of the bonds – these covenants include that the ParkBOI cannot be operated as a for-profit system.

Relevant statistics about the ParkBOI system include:

- The 3,179 spaces in the six (6) ParkBOI parking structures constitute 15% of the 17,654 total parking spaces downtown.
- The ParkBOI spaces are currently divided between 839 hourly spaces and 2,340 monthly spaces. Hourly parkers may park anywhere but typically park as low as possible in the garages. Monthly customers are required to park in the upper areas of each garage. CCDC has a 20% oversell target for monthly general parking spaces. Prior to

the pandemic, the ParkBOI system had approximately 100 monthly permits available for sale system-wide

- ParkBOI had approximately 1.7 million parking guests in 2019: 1,050,000 hourly and 630,000 monthly. Pre-pandemic, the garages were typically 70-75% occupied at mid-day, mid-week, with occupancy typically lower in the evenings and on weekends.
- CCDC employs a pricing strategy which features the first hour of parking for free and \$3 each hour or part of an hour thereafter, with a daily maximum of \$15. ParkBOI charges a \$6 maximum on Saturdays and Sundays in light of lower parking demand on weekends.
- The current parking operator has 22 full-time employees dedicated to ParkBOI operations, and is paid an annual management fee of \$83,000.

CCDC pays for ParkBOI general maintenance and cleaning, major maintenance and repairs, and capital reinvestment projects. CCDC has a parking reinvestment plan that includes such items as waterproofing, concrete repairs, exterior painting and painting stairwells and elevator lobbies, upgrading or replacing elevators, and repairing or replacing building systems and signage systems.

#### 1.2 Scope of Services

The following parking management services are desired under the Services contract executed with CCDC. The descriptions are illustrative in nature and not exhaustive. The actual scope of services, including the payment thereof, will be negotiated after this RFQ selection process has concluded.

- Establish an office solely for the management and operation of the ParkBOI system, which is separate from any office maintained by the Operator for other clients. CCDC will pay the rent for the ParkBOI system office directly.
- Purchase supplies necessary for proper office operations, parking operations, and maintenance; pay necessary operations and maintenance expenses for each facility (including utilities).
- Hire, train, supervise, and evaluate parking staff; handle all disciplinary and other personnel issues.
- Perform general facility maintenance and upkeep such as: daily, monthly, and seasonal cleaning of each facility; minor equipment maintenance; minor building and miscellaneous systems repairs; graffiti removal; annual elevator inspections, fire sprinkler system inspections, and fire extinguisher inspections; and arrange for other maintenance needs using contractors.
- Perform daily, weekly, monthly, and annual financial auditing and reconciliation, including operations and financial reports in sufficient detail to meet CCDC's requirements.
- Assist CCDC with development and implementation of an annual budget for the ParkBOI system.

- Assist with the development of necessary operating policies and procedures.
- Track parking-related statistics for all facilities (e.g., parking occupancies, durations, ticket data, allocations, revenues, expenses, customer service, maintenance, and safety/security).
- Provide on-going customer service in a friendly and professional manner; track and resolve any and all customer service related issues; conduct a customer service outreach program.
- Provide parking facility security services.
- Assign at least one local management staff member to be available to CCDC by cell phone 24 hours a day, 7 days a week.
- Assist CCDC with development and implementation of a marketing program for the ParkBOI system.
- Coordinate the operation of the garages with contractors and others engaged by CCDC
  to perform work on a specific parking garage or to the system as a whole. Assist with
  such tasks as creating temporary construction and storage areas, routing of garage
  traffic, and the shutting down and activation of parking garage systems.
- Be knowledgeable regarding federal, state and local regulations that apply to the operation, maintenance, and repair of a public parking system – including building and safety regulations and inspection requirements, environmental regulations, and public procurement regulations. Conduct ParkBOI operations so they comply with applicable federal, state, and local regulations.
- Provide parking management advice as needed concerning operations, marketing, pricing, etc.

#### 1.3 Form of Contract

During the term of the contract, the parking management company shall provide CCDC with professional services and represent CCDC's best interests within set budgets and as planned with minimum difficulties. It is anticipated that a "cost plus management fee" will form the basis of agreement for services; provided however, CCDC reserves the right to change, modify, or amend the final contract to be entered into by CCDC. A sample contract is attached as Exhibit F

#### **GENERAL CONDITIONS**

#### 2.1 Intent of RFQ

It is the intent of CCDC to run a qualifications-based selection process to select a company capable of providing the parking operator services outlined within this proposal. The company ranked highest will be approached to negotiate the contract necessary for the services. If a contract cannot be negotiated, CCDC will then approach the next highest ranked company to negotiate the contract.

#### 2.2 Reserved Rights

CCDC reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Code Title 50, Chapter 20 (*Idaho Urban Renewal Law*) and Idaho Code Title 67, Chapter 28 (*Purchasing by Political Subdivisions*). CCDC reserves the right to waive any formalities or defects as to form, procedure, or content with respect to this RFQ and any irregularities in the proposals received, to request additional data and information from any and all Respondents, to reject any submissions based on real or apparent conflict of interest, to reject any submissions containing inaccurate or misleading information, 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.

#### 2.3 Public Records

CCDC is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Idaho Code §§ 74-101 through 74-126. The Public Records Act contains certain exemptions – including 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 Respondent claims any part of a proposal is exempt from disclosure under the Idaho Public Records Act, the Respondent must: 1.) Indicate by marking the pertinent document "CONFIDENTIAL"; and, 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire proposal as "Confidential" is not in accordance with Idaho Public Records Act and will not be honored.

CCDC, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. By claiming material to be exempt from disclosure under the Idaho Public Records Act, Respondent expressly agrees to defend, indemnify, and hold CCDC harmless from any claim or suit arising from CCDC's refusal to disclose such materials pursuant to the Respondent's designation. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel prior to submission.

#### 2.4 Insurance

Upon execution of the contract for parking operator services, the company will be required to provide evidence of the coverages listed below and maintain the insurance coverage for the duration of the contract. Coverage must be primary and noncontributing with respect to any other insurance maintained by CCDC and must include a waiver of subrogation by the insurers

in favor of CCDC. All insurance required by the contract must be acquired and maintained from an insurance company or companies licensed in the State of Idaho with no less than an "A-" rating by A.M. Best.

 Commercial General Liability Insurance coverage with minimum coverage of Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) annual aggregate combined single limit for personal injury, including death, and for property damage. Coverages thereunder shall include premises liability, System and operations liability, contractual liability, owner's and contractors' protection, elevator liability, products liability, and completed operations coverage.

Such insurance shall be written on an occurrence basis (rather than a claims-made basis), and shall name CCDC, its officers, agents, and employees as additional insureds. A notation is required that the policy cannot be canceled without thirty (30) days' written notice to CCDC.

- Automobile Liability Insurance coverage with minimum coverage for bodily injury and property damage of One Million Dollars (\$1,000,000.00) per occurrence and aggregate covering all owned, non-owned, and hired automobiles. The policy shall name CCDC, its officers, agents, and employees as additional insureds.
- Workers' Compensation Insurance and Employer's Liability Insurance as required by Idaho law.

#### 2.5 Bonding

Upon execution of the contract for parking operator services, the company will be required to furnish a fidelity bond held by a company approved by CCDC, indemnifying CCDC against any dishonest acts of the company or any of its employees, individual or in collusion with others, which bond shall be in the amount of not less than One Hundred Thousand Dollars (\$100,000.00) for all employees. Additionally, company must provide a Performance Bond approved by CCDC or a cash deposit in the amount of One Hundred Thousand Dollars (\$100,000.00) conditioned upon the full faithful performance by company of each and all of the covenants and agreements and undertakings set forth in the contract.

#### 2.6 Taxes

CCDC is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by CCDC. Items purchased by CCDC and used by a contractor are subject to Use Tax.

#### 2.7 Bond Counsel / Tax Counsel

CCDC's parking facilities in the ParkBOI system have been financed through the issuance of tax exempt bonds. Consequently, the parking operator selection process and the parking operator contract may be subject to bond counsel/tax counsel approval or issuance of a confirming opinion. CCDC reserves any and all rights and authorities to impose upon any Respondent or the selected operator any provisions deemed necessary by bond counsel/tax counsel.

#### SUBMISSION PROCESS

#### 3.1 Required Registration

Respondents are <u>required to register by 5 p.m. local time, June 11, 2021</u>, in order to submit a proposal. Please use the Notice of Intent to Submit Proposal form, attached to this RFQ as Exhibit A, to declare your intention to submit a proposal. Proposals submitted by non-registered Respondents will not be opened and will not be considered. Each Respondent bears all responsibility for obtaining confirmation of registration from CCDC.

#### 3.2 Pre-Submittal Conference

A pre-submittal conference will be held via ZOOM at 2:00 pm local time on **June 2, 2021**. Attendance is encouraged.

Join Zoom Meeting

https://zoom.us/i/97242500544?pwd=Nm4raihuY05uY2tnaHg2alNNejVQdz09

Meeting ID: 972 4250 0544

Passcode: 583037 One tap mobile

+12532158782,,97242500544#,,,,\*583037# US (Tacoma) +13462487799,,97242500544#,,,,\*583037# US (Houston)

#### 3.3 Proposal Submission

Please follow these instructions for submitting a proposal.

Utilize a commonly available file-share service such as Dropbox, WeTransfer, or Google Drive. Send the link to your proposal by email to: <a href="mailto:bids@ccdcboise.com">bids@ccdcboise.com</a> by the due date and time:

#### PROPOSAL DEADLINE is 3:00 p.m. local time, JUNE 22, 2021

Please include this subject line on the email:

#### "RFQ SUBMITTAL: PARKING OPERATOR 2021"

All required submittal documents must be <u>signed and dated</u> and must be submitted by email either in one PDF or a separate PDF of each required document. Late or incomplete submittals will not be accepted; CCDC takes no responsibility for submittals received late or incomplete in any way. Respondent assumes full responsibility for the timely submittal of all proposal documents via the email process.

Respondent will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of CCDC and will not be returned.

#### 3.4 Request for Clarification or Questions

Any Respondent who wishes to request clarification or ask a question related to the RFQ may submit a written notification to Kathy Wanner, CCDC Contracts Specialist: <a href="mailto:kwanner@ccdcboise.com">kwanner@ccdcboise.com</a>. The request must be received in writing prior to 3:00 pm local time June 11, 2021

#### 3.5 Addenda

In the event it becomes necessary to revise any part of this RFQ, addenda will be issued. Information given to one Respondent will be available to all other Respondents if such information is necessary for purposes of submitting a proposal or if failure to give such information would be prejudicial to uninformed Respondents. It is the Respondent's responsibility to check for addenda prior to submitting a proposal. Failure to do so may result in the proposal being declared non-responsive. No addenda will be issued fewer than four (4) calendar days before the proposal deadline unless the deadline is extended. Respondent shall indicate within their cover letter the addenda number(s) which they have incorporated into their submittal.

#### 3.6 Modification or Withdrawal of Proposal

A proposal may be modified or withdrawn by the Respondent 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 purposes.

[Remainder of page intentionally left blank.]

#### REQUIRED CONTENT, EVALUATION, AND SELECTION

#### 4.1 Required Submission Materials

The Proposal format described here is meant to allow uniform review and easy access to information by the evaluation committee. Proposals not conforming to the requested format or not in compliance with the RFQ specifications may be considered non-responsive.

#### SUBMITTAL PACKAGES MUST INCLUDE:

- RFQ Submittal Cover Sheet (attached to this RFQ as Exhibit B)
- RFQ Waiver and Release (attached to this RFQ as Exhibit C)
- ONE (1) signed proposal

<u>PAGE LIMIT</u>: Not including the Submittal Cover Sheet and the Required Waiver & Release, proposals shall not exceed 60 pages.

Respondents are invited to include information about innovative methods and/or procedures which they can provide to assist in ensuring successful completion of this project. Unique qualities and/or capabilities and cost efficiencies may be identified.

#### **4.2 Submittal Format**

Proposals must include the following information in the sequence set forth below. Respondents acknowledge they will be ranked according to responses to the articles below:

- Submittal Cover Sheet {Pass/Fail}
- Required Waiver & Release {Pass/Fail}
- Detailed Proposal organized with the following information:
  - **A. Parking Management Approach** {10 points}: Provide a description of your company's overall approach to providing the requested parking management services, including a discussion of your company's philosophy, priorities, areas of emphasis and expertise in the delivery of such services in a downtown public parking environment. Respondent shall fully describe its philosophy regarding installation of automated cashiering equipment/systems in public parking facilities.

#### B. Company's Experience with Operating & Managing Parking Systems {10 points}:

- List at least three (3) parking systems or garages as reference projects demonstrating the company's experience with operating and managing municipal parking systems. Each reference must meet the following criteria:
  - i. The reference project is a municipal parking garage system or garage similar in size and complexity to the ParkBOI system; and
  - ii. Respondent has a current contract to manage the reference project and the Respondent's regional manager responsible for the project is the same regional manager who would be assigned to manage the ParkBOI system.

iii. The contract has been in place for at least two (2) years.

For <u>each</u> of the three (3) reference projects, provide client name, name of garage system, location, number of spaces, contact person, address, phone number and email address, and identify the Respondent's regional manager and on-site parking manager who are responsible to the client for operation of the reference project. Describe the scope of operations and management services provided, parking access and revenue control equipment utilized, approximate gross revenues and expenses for the most current operating budget, and list the dates the Respondent has provided parking management services for each reference project.

CCDC may contact references to obtain information regarding the Respondent's operation and performance including the effectiveness and quality of operations, customer service performance, financial status, revenue control abilities and reporting, timeliness of deposits and payments, facility maintenance and upkeep, responsiveness, and overall satisfaction with performance.

- 2. Describe any experience your company has with the operation and maintenance of Scheidt & Bachmann USA, Inc., parking access and revenue control equipment, if any. Highlight personnel who would be assigned to ParkBOI who have previous experience with Scheidt & Bachmann USA, Inc.
- Describe any experience your company has with the operation and maintenance of Amano McGann, Inc., parking access and revenue control equipment, if any. Highlight personnel who would be assigned to ParkBOI who have previous experience with Amano McGann, Inc.
- 4. Describe your experience in integrating Transportation Demand Management alternatives/initiatives into parking programs and structures.
- Describe your experience in attaining professionally credentialed programs such as the International Parking & Mobility Institute's Accredited Parking Organization.
- 6. Describe your process for parking program auditing.
- 7. Describe your approaches to data security, PCI compliance, fraud mitigation, and other cyber-security related functions.
- 8. List any additional experience which would make the company uniquely qualified to manage parking facilities on behalf of CCDC.

#### C. Management, Personnel & Customer Service Plans {10 points}:

 Management Plan – Describe Respondent's management plan for the ParkBOI system and the management staff who would be responsible for ParkBOI operations. Management plan should include Respondent's recommendations regarding management initiatives or improvements based on industry experience.

- Organizational Chart Submit a detailed organizational chart for ParkBOI
  operations showing the positions and a summary description of staff roles. The
  chart should include appropriate corporate level staff that will assist, supervise, or
  manage local staff. Provide brief biographies for key personnel that highlight their
  parking operations and management experience.
- 3. Parking Manager Provide the name, current address, and a complete résumé for Respondent's proposed on-site parking manager that would be assigned to ParkBOI ("Parking Manager"). Detail Parking Manager's relevant parking operations and management experience, scope of responsibility, and qualifications. NOTE: The Parking Manager may be interviewed by CCDC staff prior to the execution of the contract, and acceptance of the Parking Manager by CCDC is a condition of the contract award.
- 4. Job Descriptions Provide position descriptions for each position in the organizational chart describing the scope of duties and responsibilities, normal working hours, reporting and supervisory responsibilities.
- 5. Staff Certifications Please identify any staff that would be assigned to this operation that have earned industry-related certifications such as "Certified Administrator of Public Parking" from the International Parking Institute or "Certified Parking Professional" from the National Parking Association.
- 6. Staffing Schedule Submit staffing charts and tables showing the proposed number of, and schedule for, management and non-supervisory personnel to manage and operate ParkBOI, including provisions for peak periods. This information should clearly identify staffing levels by job classification, location, and shift and must include an explanation of how it will provide for backup staffing, employee breaks, etc. Staffing Schedule must include at least one local management staff person who is available by cell phone 24 hours a day, 7 days a week.
- 7. Home Office Support and Relationship Describe the proposed support activities to be provided by the home office and the general reporting and operating relationship between local and home office management.
- 8. Hiring, Orientation and Training Submit a description of employee hiring and selection processes, employee orientation, and the type and duration of proposed training related to job responsibilities and customer service for all positions. Describe the opportunities for continued development of assigned management and supervisory staff. Prior to execution of a contract, the successful Respondent's employee training manual must be made available to CCDC for review.

#### **D. Compensation** *{6 points}*: Submit the following detailed information:

 Listing of the proposed salary ranges or hourly rates for all management and non-management job classifications that will be assigned to ParkBOI operations (e.g., Parking Manager, assistance managers, supervisors, cashiers, maintenance staff, and office personnel).

- 2. Description of employee benefits and incentives, including benefit participation costs to employees (e.g., portion of health plan coverage cost paid by employees).
- 3. Describe the type of health plan coverage Respondent proposes to provide with information about: Co-insurance; share paid by employer and employee; deductibles; waiting periods to enroll; ancillary benefits such as dental or vision coverage; and annual cost attributable to health plan coverage.
  - Respondent's proposal for health plan coverage is for the RFQ process only; actual health plan coverages are subject to contract negotiations between CCDC and the successful Respondent.
- **E. Customer Service** *{6 points}*: Submit a description of the proposed customer service plan. Based on your experience with similar operations or other operator transitions, outline specific recommendations and suggestions to ensure a high level of customer service. Describe customer service programs your company has developed for other properties similar to ParkBOI. Describe how Respondent trains for, offers employee incentives for, measures, and tracks customer service.
- **F. Operations & Maintenance Procedures** *{6 points}*: Provide a description of the day-to-day, monthly, and seasonal operations and maintenance procedures proposed for the parking facilities including anticipated staff, equipment, supplies, and responsibilities.
- **G. Revenue, Collections & Control; Internal Financial Procedures** {10 points}: Provide a description of the Respondent's approach and methods for managing, collecting, and accounting for parking revenues in sufficient detail to clearly demonstrate Respondent's ability and experience. Demonstrate Respondent's knowledge and experience with the type of revenue control procedures necessary for a parking operation similar to ParkBOI. Describe proposed internal reporting, budgeting, accounting, and auditing procedures in sufficient detail to demonstrate a complete audit trail, as well as methods to ensure accountability for revenues and expenditures.
- **H. Operating Budget** {10 points}: CCDC's parking operating budgets for 2020 and 2021 are attached as Exhibit D. Please review and describe any changes you would make. NOTE: The actual budget for the successful Respondent is subject to negotiation and approval by CCDC.
- **I. Financial Ability to Perform** {10 points}: Respondent shall submit satisfactory evidence that it has the necessary financial resources to perform and complete the work outlined in this RFQ. CCDC is requesting this information to be sure the company has the financial ability to pay all expenses and to manage and complete the contract.

Respondent must submit the following for Respondent's company either in its entirety or for the regional unit which would manage the ParkBOI system:

1. Three (3) years of audited financial statements OR three (3) years of unaudited financial statements plus three (3) years of bank statements from the primary bank account of the business; and

- 2. Evidence of Respondent's ability to obtain a fidelity bond and a performance bond for the anticipated contract period; and
- 3. BANKRUPTCY: If Respondent's company has declared bankruptcy in the last fifteen years, describe the circumstances and status of the bankruptcy. If the company has not declared bankruptcy, so indicate.

#### J. Safety, Security & Emergency Procedures {6 points}:

- 1. Describe how your company will provide security in each facility, as well as ensure the safety of parking patrons. Will facility security be provided by your company or will you outsource security responsibilities to another company?
- 2. Describe proposed emergency procedures for, at a minimum, each of the following instances: Automobile and personal injury accidents, including how claims are handled; Damage to a parking facility; Robbery and theft; and Fire.
- 3. If your company has a standard emergency procedures manual, please provide a copy for review.
- **K. Transition Plan** *{6 points}***:** Submit a description of your preliminary transition plan to ensure a smooth management transition.
- **L. Recommended Changes, Improvements, and Innovations** *{10 points}*: Describe changes, improvements and / or innovations Respondent has developed for parking system policies and procedures, staffing, operations, pricing, etc. that could be applied to the ParkBOI system.
- **M. Contract Terminations** {Pass/Fail}: If Respondent's company has had a contract terminated for default in the last five (5) years, describe such incident and include the other party's name, address, and phone number.

"Terminated for default" is defined as: notice to stop performance due to nonperformance or poor performance and the issue of performance was either: a.) not litigated due to inaction on the part of the vendor; or b.) litigated and such litigation determined that the Respondent was in default.

CCDC will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If Respondent's company has not experienced any such termination for default or early termination in the past five (5) years, so indicate.

#### 4.3 Evaluation of Proposals

Proposals will be evaluated based on a review of the Respondent's proposal and qualifications by a selection committee that may include CCDC employees and consultants. Before a company is selected, CCDC may conduct reference investigations or contact Respondents to receive further information. CCDC may interview one or more of the top ranked companies to evaluate and determine the performance record and ability of the Respondents to perform the work anticipated and to determine the quality of the services being offered. By submitting a proposal, the Respondent authorizes CCDC to conduct reference investigations as needed and to conduct interviews where the Respondents will be evaluated based on the information described in this RFQ.

#### 4.4 Basis of Selection

CCDC intends to select the most highly qualified operator based on the information submitted by the Respondents, interviews, investigation of prior work performance, and other pertinent factors. CCDC will select the Respondent that, in CCDC's sole opinion, is best qualified to perform the scope of work based on all information submitted or discovered. CCDC has the right to waive or alter submission requirements or to reject any or all submissions, consistent with Idaho law. It is the Respondent's responsibility to conform to all applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist Respondents in meeting applicable requirements but is not exhaustive, and CCDC will not be responsible for any failure by any Respondent to meet applicable requirements.

#### 4.5 QUESTIONS

Direct questions to: Kathy Wanner, Contracts Specialist

(208) 384-4264 or kwanner@ccdcboise.com

#### **EXHIBITS TO THIS RFQ:**

A: Notice of Intent to Submit Proposal

B: Submittal Cover Sheet

C: Required Waiver & Release

D: FY 2020 and 2021 Parking Operator Budgets

E: ParkBOI Garage System Map (2021)

F: Sample Contract

#### **EXHIBIT A**

#### **REQUIRED**

## NOTICE OF INTENT TO SUBMIT PROPOSAL FOR RFQ: PARKING OPERATOR 2021

#### SUBMIT NO LATER THAN 5:00 PM LOCAL TIME, JUNE 11, 2021

TO: Capital City Development Corporation Attn: Kathy Wanner, Contracts Specialist

kwanner@ccdcboise.com 121 N. 9th Street, Suite 501 Boise, Idaho 83702

Company Name:			
Contact Person:			
Mailing Address:			
-			
Physical Address:			
•			
Telephone:		Fax:	
E-mail Address:			
AUTHORIZED SIGNA	ATURE: X		
Date:			

END OF EXHIBIT A

#### **EXHIBIT B**

#### **SUBMITTAL COVER SHEET FOR RFQ: PARKING OPERATOR 2021**

( REQUIRED FOR SUBMISSION )

Capital City Development Corporation Attn: Kathy Wanner, Contracts Specialist 121 N. 9<sup>th</sup> Street, Suite 501 TO:

Boise, Idaho 83702

Company Name:				
Contact Person:				
Mailing Address:				
Physical Address:				
Telephone:			Fax:	
E-mail Address:				
The following Addenda	ı have been received:	Addendum No.		_ Dated
		Addendum No.		_ Dated
		Addendum No.		_ Dated
AUTHORIZED SIGNA	TURE: X			
Print Name / Title:				
Date:				

**END OF EXHIBIT B** 

#### **EXHIBIT C**

#### **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 provide Parking Operator services.

- A. Discretion of CCDC: The company submitting a response to this RFQ agrees that CCDC has the right to, unless contrary to applicable state law:
  - 1) Modify or suspend any and all aspects of the process seeking proposals and making any decisions concerning the RFQ;
  - 2) Obtain further information from any person, entity, or group regarding the Respondent, and to ascertain the depth of Respondent's capability and experience for supplying the desired services and in any and all other respects to meet with and consult with any Respondent or any other person, entity, or group;
  - Waive any formalities or defects as to form, procedure, or content with respect to CCDC's RFQ and any response by any Respondent thereto;
  - 4) 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;
  - 5) 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:
  - The undersigned agrees that CCDC shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
  - 2) The undersigned, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

Company Name:			
AUTHORIZED SIGN	ATURE: X		
Print Name / Title:			
Date:			
END OF EXHIBIT C			

**RFQ: PARKING OPERATOR 2021** 

#### **EXHIBIT D**

#### **FY 2020 AND 2021 PARKING OPERATOR BUDGETS**

Fiscal Year 2020 Parking Operator Budget - Original

				Park BC	) I Garages				
	New Name	9th & Main	Capitol & Main	9th & Front	10th & Front	Capitol & Front	Capitol & Myrtle	11th & Front*	Total
	Previous Name	Eastman	Cap Terr.	City Centre	Grove	Blvd	Myrtle		
	Spaces	384	495	568	543	216	343	250	2799
	% of Total	15%	19%	22%	21%	8%	13%		100%
	Overhead	9th & Main	Capitol & Main	9th & Front	10th & Front	•	Capitol & Myrtle	11th & Front	Total
Personnel Costs	578,418	51,829	107,388	90,251	23,548	19,690	26,827	29,237	927,188
Liability Insurance	5,064	9,732	12,156	13,944	13,332	5,304	8,412	5,770	73,714
Material & Supplies	6,240	16,308	15,276	16,932	9,300	6,600	10,416	1,485	82,557
Repairs & Maintenance	2,400	49,524	53,376	55,944	21,180	13,644	17,700	1,766	215,534
Utilities	-	24,240	17,328	37,800	24,912	8,736	18,852	6,140	138,008
Communications	13,380	10,630	10,788	10,224	12,444	12,444	12,588	928	83,427
Professional Services	600	3,396	3,477	11,004	4,080	2,820	3,135	783	29,295
Office Expenses	47,100	792	924	792	504	384	504	3,703	54,703
Miscellaneous	2,400	300	300	300	120	-	120	72	3,612
Management Fee	85,584	-	-	-	-	-	-	7,849	93,433
Snow Removal	-	13,200	13,164	13,200	13,200	840	13,200	4,690	71,494
Security Services	-	16,380	16,380	16,380	16,380	16,380	16,380	14,809	113,089
Call Center Costs	107,880	-	-	-	-	-	-	4,226	112,106
Recruiting Expenses	1,500	-	-	-	-	-	-	-	1,500
Auto Expense	1,200	576	120	120	120	120	120	90	2,466
Uniforms & Laundry	900	1,380	1,012	-	444	-	-	238	3,974
PARCS System Support	-	12,017	12,017	12,017	12,017	12,017	12,017	-	72,100
Totals	852,666	210,304	263,706	278,908	151,581	98,978	140,271	81,787	2,078,201
Allocation of Overhead		128,452	165,582	190,002	181,639	72,254	114,737	-	852,666
		15%	19%	22%	21%	8%	13%		100%
Total with Overhead		338,756	429,289	468,909	333,219	171,232	255,008	81,787	2,078,201

<sup>\* 11</sup>th & Front garage is not one of the six Park BOI garages. CCDC has a 30.1% ownership interest in this garage. 11th & Front has its own terms, including stand-alone budget and financial reporting.

Fiscal Year 2021 Parking Operator Budget - Original

				Park BC	)I Garages				
	New Name	9th & Main	Capitol & Main	9th & Front	10th & Front	Capitol & Front	Capitol & Myrtle	11th & Front*	Total
	Previous Name	Eastman	Cap Terr.	City Centre	Grove	Blvd**	Myrtle		
	Spaces	384	495	568	543		343	250	2583
	% of Total	16%	21%	24%	23%	0%	15%		100%
	Overhead	9th & Main	Capitol & Main	9th & Front	10th & Front	Capitol & Front	Capitol & Myrtle	11th & Front	Total
Personnel Costs	533,480	52,083	97,976	76,813	21,231	-	23,980	28,380	833,943
Liability Insurance	5,160	9,924	12,396	14,220	13,596	-	8,580	5,770	69,646
Material & Supplies	6,240	13,656	12,012	14,856	8,460	-	10,476	1,445	67,145
Repairs & Maintenance	2,400	58,200	53,376	55,944	21,180	-	17,700	1,084	209,884
Utilities	-	17,220	18,804	37,800	24,912	-	18,852	5,779	123,367
Communications	13,380	10,630	10,788	10,224	12,444	-	12,588	-	70,054
Professional Services	600	3,702	3,960	4,226	4,786	-	3,418	-	20,692
Office Expenses	35,784	792	564	792	504	-	504	5,458	44,398
Miscellaneous	804	-	-	-	-	-	-	72	876
Management Fee	78,432	-	-	-	-	-	-	7,849	86,281
Snow Removal	-	13,200	13,164	13,200	13,200	-	13,200	4,967	70,931
Security Services	-	18,000	19,680	19,680	19,680	-	19,680	15,170	111,890
Call Center Costs	95,892	-	-	-	-	-	-	4,226	100,118
Recruiting Expenses	3,600	-	-	-	-	-	-	-	3,600
Auto Expense	1,200	576	120	120	120	-	120	90	2,346
Uniforms & Laundry	900	1,388	1,012	-	444	-	-	238	3,981
PARCS System Support	-	16,891	16,891	16,891	16,891	-	16,891	-	84,456
Totals	777,872	216,263	260,743	264,766	157,449	-	145,989	80,528	1,903,609
Allocation of Overhead		128,034	165,043	189,383	181,048	-	114,363.46	-	777,872
		16%	21%	24%	23%	0%	15%		100%
Total with Overhead		344,296	425,786	454,149	338,496	-	260,352	80,528	1,903,609

 $<sup>\</sup>hbox{$^*$ 11th \& Front Garage is not one of the six ParkBOI garages. CCDC has a $30.1\% ownership interest in this garage.}$ 

<sup>11</sup>th & Front has its own terms, including stand-alone budget and financial reporting.

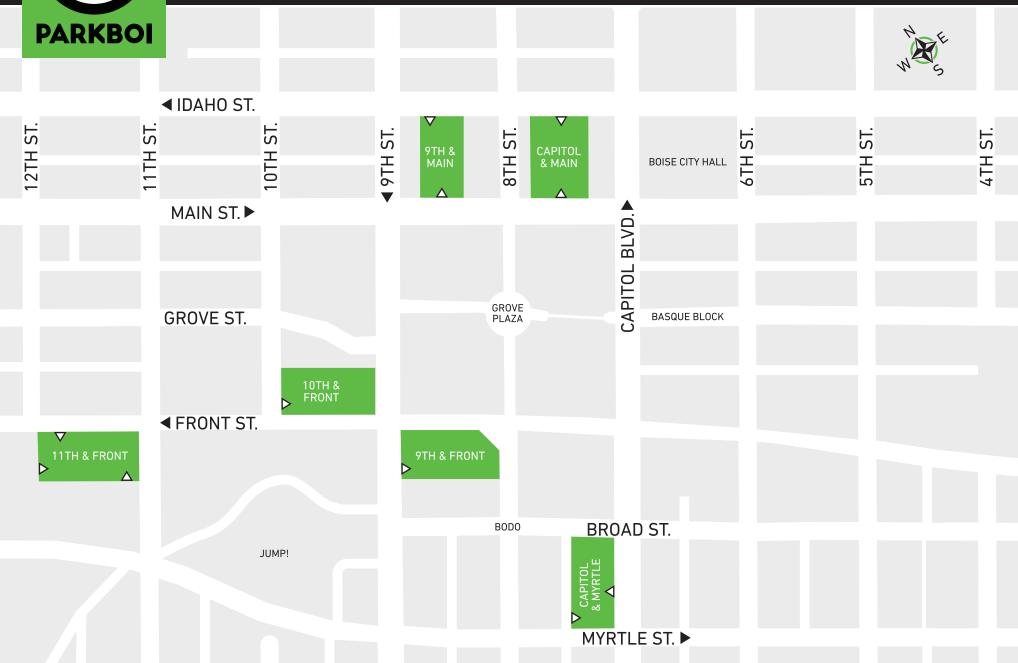
<sup>\*\*</sup>Capitol & Front garage was not included in the Agency's parking garage portfolio at the time of FY2021 budget adoption. Its late FY2020 sale was canceled by the buyer due to pandemic-caused economic concerns. Sale of the garage is now expected to occur on June 30, 2021.

#### **EXHIBIT E**

## PARKBOI GARAGE SYSTEM MAP (2021)



## PUBLIC PARKING GARAGES



#### **EXHIBIT F**

#### **SAMPLE CONTRACT**

#### PARKBOI PUBLIC PARKING GARAGES BOISE, IDAHO

#### PARKING OPERATIONS AGREEMENT

# CAPITAL CITY DEVELOPMENT CORPORATION AND

THE CAR PARK, INC.

**OCTOBER 1, 2016** 

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Attachment 1: Central District Public Parking Management Plan

#### PARKING OPERATIONS AGREEMENT

THIS AGREEMENT is effective as of the 1st day of October, 2016, by and between the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY DEVELOPMENT CORPORATION ("Agency") and The Car Park, Inc., an Idaho corporation ("Operator"), individually referred to as a "Party" and collectively as the "Parties". Agency and Operator agree as follows:

#### I. [§ 100] SUBJECT OF AGREEMENT

#### A. [§ 101] Purpose of This Agreement

The purpose of the Agreement is to effectuate the several Redevelopment Plans as described below, or as sometimes referred to as the Boise Urban Renewal Plans (the "Redevelopment Plans"), and the applicable Public Parking Management Plan (the "Parking Management Plan") by providing for the operation of public parking facilities (the "Parking System" or "System") included within the boundaries of the Redevelopment Area Projects (the "Project Areas").

The operation of the Parking System, pursuant to this Agreement and the fulfillment generally of this Agreement, is in the vital and best interests of the City of Boise, Idaho (the "City"), and the health, safety, and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements.

#### B. [§ 102] Redevelopment Plans

This Agreement is subject to the provisions of the Redevelopment Plans, as follows:

- 1. 2007 Amended and Restated Boise Central District Urban Renewal Project 1, Idaho R-4, and Project II, Idaho R-5 (the "Central District Plan") as adopted by Agency and approved by the Boise City Council on June 26, 2007; and
- 2. 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") as adopted by Agency and approved by the Boise City Council effective November 30, 2004; and

- 3. Westside Downtown Urban Renewal Project (the "Westside Plan") as adopted by Agency and approved by the Boise City Council on December 4, 2001; and
- 4. 30<sup>th</sup> Street Area Plan (the "30<sup>th</sup> Street Plan") as adopted by Agency and approved by the Boise City Council on December 4, 2012, as they may be subsequently amended, which are incorporated herein by reference and made a part hereof as though fully set forth herein.

Collectively all four plans are referred to as the "Redevelopment Plans," with the individual plans referred to as the Central District Plan, the River Myrtle-Old Boise Plan, the Westside Plan, and the 30<sup>th</sup> Street Plan.

#### C. [§ 103] Project Areas

The Central District Project Area, River Myrtle-Old Boise Project Area, Westside Project Area, and 30<sup>th</sup> Street Project Area collectively constitute the Project Areas.

The Project Areas are located in the City of Boise, Idaho, and the exact boundaries thereof are specifically described in the Redevelopment Plans. A map of the Project Areas and the existing parking garages in the System are attached as **Exhibit A**.

#### D. [§ 104] Public Parking Management Plan

This Agreement is subject to the provisions of the Central District Public Parking Management Plan, as originally adopted by Agency in August 1988, as amended through December 2004 and as it may be subsequently amended, incorporated herein by reference and made a part hereof as though fully set forth herein as <u>Attachment 1</u> (the "Public Parking Management Plan"). In case of any inconsistencies between this Agreement and the Public Parking Management Plan, the terms of this Agreement shall govern.

# E. [§ 105] Parking System

The Parking System means those public parking garages and other parking facilities listed in the Description of the Parking System in **Exhibit B** ("Parking Facilities") attached hereto and incorporated herein by reference. The terms of this Agreement shall apply to each of the Parking Facilities described in Exhibit B unless otherwise specified. The term Parking System or System used hereafter shall refer to any of the Parking Facilities described in **Exhibit B**, unless otherwise specified. For convenience in this Agreement, the term parking garage refers to one type of parking facility that may be included in the System.

Agency may close, dispose of, acquire, or construct other parking garages and parking facilities such as but not limited to surface parking lots, which Agency may determine in its sole discretion should be added to or deleted from the System. Any such parking facility added to the System shall be operated under the terms and conditions of

this Agreement, and amendments to this Agreement shall be completed to reflect the addition of such parking facility, which amendments shall include appropriate negotiated adjustments to Operator's compensation. Agency shall provide Operator ninety (90) days' written notice of any such addition to the System. Likewise, should any of the parking facilities be closed, inoperable, untenable, or disposed of, amendments to this Agreement shall be completed to reflect the deletion, which amendments shall include appropriate negotiated adjustments to Operator's compensation.

Such parking facilities may be located outside the Project Areas described under the Redevelopment Plans but under the jurisdiction of Agency. Agency retains all of its rights and privileges to access the System at any time.

#### F. [§ 107] Parties to This Agreement

#### 1. [§ 108] Agency

Agency is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho (Chapter 20, Title 50, Idaho Code). The office of Agency is located at 121 N. 9<sup>th</sup> Street, Suite 501, Boise, Idaho, 83702-5804. "Agency," as used in this Agreement, includes the Urban Renewal Agency of Boise City, Idaho, a/k/a the Capital City Development Corporation, and any assignee of or successor to its rights, powers, and responsibilities.

# 2. [§ 109] Operator

Operator, The Car Park Inc., is headquartered at 702 West Idaho Street, Suite 650, Boise, Idaho 83702. Operator is an Idaho corporation. Operator shall staff a local operating business office for purposes of operation of the Parking System and contact and communication with Agency, parking customers and the general public, as further described in Section 301 of this Agreement.

#### II. [§ 200] TERM, CANCELLATION, AND RENEWAL

The initial term of this Agreement shall commence October 1, 2016, and continue through September 30, 2017.

Agency shall have, in its sole discretion, the option to renew and extend the terms of this Agreement for four one-year increments, renewable each year; such extended term to begin upon the expiration of the term of this Agreement, and all terms, covenants, and provisions of this Agreement shall apply to such extended term. If Agency shall elect to exercise such option, it shall do so not later than thirty (30) days prior to the expiration of the Agreement.

Operator agrees that by entering into this Agreement, it obtains no additional rights or privileges in the future regarding the operation of the Parking System and agrees that Agency has not waived or abrogated any power or discretion it has regarding the operation of the System upon termination of this Agreement. Non-enforcement of any condition or obligation of this Agreement by Agency shall not be considered a waiver of any other condition or obligation imposed by this Agreement.

Further, either Agency or Operator may cancel this Agreement at any time by providing a written notice of cancellation one hundred and twenty (120) days prior to cancellation. Prior to the termination or cancellation of the Agreement, Operator agrees to assist Agency with the orderly transition of the responsibilities for operation and maintenance of the System to ensure a seamless transition to a replacement operator. If necessary, Operator agrees to provide such services after the effective date of the termination or cancellation of the Agreement for compensation to be negotiated, in good faith, by the Parties, which shall in no event be an amount above the total sum paid to Operator in the thirty (30) day period prior to the effective date of the termination or cancellation for Operator's management fee.

### III. [§ 300] <u>OPERATIONS</u>

#### A. [§ 301] Operations in General

Operator agrees to manage and operate the Parking System in a professional, economical and businesslike manner, satisfactory at all times to Agency. Operator agrees to accomplish the following unless otherwise directed by Agency.

- 1. Maintain and staff a business and permit sales office ("Parking System Office") in a location approved by Agency.
- 2. Employ parking staff (e.g. cashiers, supervisory staff, management staff and office administrative staff) and perform associated responsibilities including but not limited to employee recruitment, orientation, training, evaluation and discipline.
- 3. Provide on-going customer service in a friendly and professional manner, tracking and resolving any and all customer service related issues.
- 4. Use Operator's best efforts in every proper manner to maintain and develop the customer base of the System.
- 5. Perform cashiering and daily, weekly, and monthly auditing and reconciliation.

- 6. Provide bookkeeping and accounting functions such that gross revenues and expenses are individually computed for each Parking Facility listed in **Exhibit B** to this Agreement and as more fully described in Section 606 of this Agreement.
- 7. Contract with monthly parkers, and bill and collect payment for monthly parking in accordance with such contracts in compliance with all applicable Internal Revenue Service ("IRS") regulations.
- 8. Sell parking validations to those entitled allowed to purchase and use validations and honor said validations in accordance with the validation program established by Agency. The existing validation program is described in the Parking Management Plans. Agency may modify the validation program in the future at its sole discretion.
- 8. Track revenues associated with the "First Hour Free" program, the cinema validation program, and other such programs as requested by Agency.
- 9. Ensure that customers of the Parking System pay the proper amount for parking and are not permitted to park free of charge except upon express direction of Agency or in compliance with the Parking Management Plan.
- 10. Pursue payment and collect parking revenues from past due accounts and unpaid fines, fees, and other charges consistent with Agency's collections policy and the target for collections established by Agency and Operator in accordance with Section 302.
- 11. Conduct valet parking in the Parking Facilities only with the express authorization of Agency.
- 12. Pay the actual costs for all utilities, including charges for telephones and cellphones, gas, water, electricity, sewer, and trash collection.
- 13. Perform routine maintenance of and repairs to the Parking Facilities in accordance with Section 306.
- 14. Maintain all Parking System operating equipment and implement a preventative equipment maintenance program in accordance with Section 306.

- 15. Provide operational and maintenance supplies as are reasonably necessary to operate the Parking System.
- 16. Propose a customer service amenities program offering such services as: vehicle location assistance, vehicle lock-out assistance, tire inflation, etc. Implement those services approved and included in the Parking System budget by Agency.
- 17. Coordinate the operation of the Parking Facilities with public works contractors and tradespeople hired by Agency to perform work on a specific Parking Facility or to the System. Assist with such tasks as creating temporary construction and storage areas, routing of garage traffic, and the shut down and activation of Parking Facility systems.
- 18. Be knowledgeable regarding federal, state and local regulations that apply to the operation, maintenance and repair of a public parking system including but not limited to building and safety regulations and inspection requirements, environmental regulations and procurement regulations and policies. Conduct operations of the Parking System so they comply with applicable federal, state and local regulations.
- 19. Assist with the development of necessary operating policies and procedures. Implement policies and procedures approved by Agency.
- 20. Provide daily, monthly, and annual operations and financial reports.
- 21. Track parking-related statistics for all Parking Facilities (e.g., parking occupancies, durations, ticket data, allocations, revenues, expenses, and customer service, maintenance, and safety/security activities).
- 22. Provide parking management advice as necessary concerning operations, pricing, marketing, customer surveys, etc. Implement marketing programs approved and included in the Parking System budget by Agency.
- 23. Contract security services for the Parking System.
- 24. Cooperate with towing companies authorized by Agency to remove or relocate vehicles parked in a Parking Facility. Obtain approval from Agency for Operator's use of any towing company to remove or relocate vehicles in a Parking Facility. Ensure that

removal or relocation of vehicles parked in a Parking Facility by someone other than the vehicle's driver is only done by a towing company approved by Agency.

Prior to execution, Operator shall submit to Agency for review any contract with an independent contractor to supply the services enumerated in this Section 301, which has a contract value of more than \$3,000, including but not limited to staffing; accounting and reporting; cleaning, maintenance and repair; collections, security, marketing and customer surveys. Agency shall have the right to approve the contractor selected by Operator to provide these services, which approval shall not be unreasonably withheld. In contracting for such services, Operator shall comply with applicable state and local procurement requirements as stated in Section 315.

Operator shall not engage in any other business in any part of the Parking System or the Parking Facilities other than to provide additional services such as activating inoperative vehicles as requested by a customer of the System or similar parking customer services, which services have been approved by Agency by a written letter of approval. Operator shall provide to Agency a list of all costs for such approved, additional services, and these costs shall be approved by Agency by written letter of approval prior to the imposition of said costs for such services.

Operator shall report to Agency any and all damages or vandalism to any of the Parking Facilities and any and all claims for loss or damage to vehicles utilizing any Parking Facility, it being understood that Operator assumes full responsibility for processing and settling all such claims for loss or damage to vehicles utilizing any Parking Facility. Operator shall also notify Agency in writing of any and all claims identified or filed against Operator and/or Agency, immediately upon discovery of any such claim.

#### B. [§ 302] Operational Objectives and Standards

Operator shall be responsible for the day-to-day operation of the Parking System in a manner that ensures the safe, attractive, clean, and customer-friendly operation of the System.

Annually, during the budgetary process described in Section 608 of this Agreement, Agency and Operator shall agree upon a program of objectives and operational standards ("Parking System Annual Program" or "Annual Program") for the following fiscal year which shall address: how the System is to be operated, maintained and marketed; customer service; technology upgrades; capital investments, etc. The Annual Program shall include Agency's collections policy and a target for collection of past due accounts and unpaid fines, fees, and other charges established by Agency and Operator.

Operator shall submit its proposal for the Annual Program by May 1, 2017 for Agency's 2018 fiscal year, and similarly in 2018, 2019 and 2020, if Agency exercises the

extensions provided in this Agreement. Agency and Operator shall prepare the final Annual Program, guided by the provisions of Agency's Parking Management Plan and the operational standards mutually acceptable to Agency and Operator. Agency and Operator may also refer to the National Parking Association's (NPA) Parking Garage Maintenance Manual or any other compilation of standards deemed useful by Agency and Operator. The final Annual Program shall be reduced to writing and made a part of Agency's overall budget for the subsequent year. Operator acknowledges that the Annual Program described herein shall be effective only when included within Agency's overall budget.

The proposed Annual Program shall also include a description of the employee orientation and training program and customer service assessment and improvement program that Operator intends to implement as part of the budget proposed for the upcoming fiscal year ("Annual Employee Training and Customer Service Programs"). The Annual Employee Training and Customer Service Programs shall include, but not be limited to, a comprehensive customer service training program for Operator's employees and for staff supplied to operate the Parking System by any independent contractor. Operator shall submit its proposed Annual Employee Training and Customer Service Programs to Agency by December 1, 2016 for the initial term of this Agreement and by May 1 of any extension of this Agreement thereafter.

If Agency decides to amend or update the operational standards in the Parking Management Plan, Operator shall, upon Agency's request, provide feedback and suggestions concerning Agency's operational standards.

# C. [§ 303] <u>Tax Exempt Nature of Parking Facilities, Condominium</u> **Declarations, and Parking Agreements**

Operator shall operate all Parking Facilities in such a manner so as to not jeopardize the tax-exempt financing that provided for the acquisition and construction of the Parking Facilities that constitute the System. Similarly, Agency shall comply with IRS rules and regulations concerning qualified management contracts. In the event Agency's bond counsel or tax counsel determines an amendment is necessary to this Agreement to conform with the tax-exempt financing, Agency and Operator shall enter into such amendment. Several of the Parking Facilities are part of a condominium subdivision/plat. Under direction from Agency, Operator shall comply with the applicable Covenants, Conditions, and Restrictions (CCRs) of each Condominium Declaration where applicable. Several of the Parking Facilities are also governed by parking agreements with the owners, developers, or tenants of adjacent private development. Operator shall comply with those parking agreements where applicable.

#### D. [§ 304] Hours

Operator agrees to operate the Parking Facilities on the days and during the hours established by Agency. Hours of operation may be changed from time to time by Agency

upon written notice given by Agency, and any such changes shall take effect on the dates stipulated by such notice.

#### E. [§ 305] Rates Enforcement and Parking Commitments

Operator agrees to charge and collect rates for parking motor vehicles and bicycle storage that shall be established by Agency from time to time as set forth in the Parking Management Plan or otherwise approved by the CCDC Board of Commissioners. Operator agrees that Agency may change parking rates from time to time at its sole discretion. New rates established shall become effective on the dates stipulated by Agency. Operator is encouraged to, with or without any specific request, recommend to Agency changes in parking rates.

Operator shall prepare and submit to Agency for its approval a parking enforcement policy to cover parking in designated areas, extended (overtime) parking, and the prevention of unauthorized parking. Agency may also direct Operator to enforce parking policies applicable to street level, surface parking spaces under the jurisdiction and control of Agency. Such action may include the issuance of parking violations for violating Agency's parking regulations.

Operator shall obtain the written approval of Agency prior to establishing the maximum number of monthly parkers in each Parking Facility and prior to entering into any multiple parking space rental agreement. Operator shall obtain the written approval of Agency prior to entering into any rental agreement for group parking or multi-user parking. Any such rental agreement shall be in compliance with any applicable IRS regulations concerning private use and shall not jeopardize the tax exempt nature of Agency's financing referenced above. Operator shall obtain the written approval of Agency prior to entering into any rental agreement involving an entity in which Operator has an interest, direct or indirect.

#### F. [§ 306] Maintenance, Repair and Inspection Obligations of Operator

Operator shall be responsible for the day-to-day maintenance and repair of the Parking System in a manner that ensures the cleanliness, safety, and attractiveness of all the System. Such services shall include, but not be limited to, cleaning, painting, striping, trash removal, snow removal, cleaning elevator lobbies and cabs, and cleaning stairwells and landings; minor maintenance and repair to the structure, plumbing, electrical, lighting, air ventilation and heating systems; and maintenance and repair to parking access and revenue control system ("PARCS") equipment not requiring a manufacturer's authorized technician ("Routine Maintenance and Repair"). Minor maintenance and repair is defined as maintenance and repair costing less than \$3,000 per occurrence ("Minor Maintenance and Repair"). For maintenance and repair costing more than \$3,000 per occurrence, Operator shall contact Agency for further instruction and authorization.

Operator further agrees to maintain the System, the equipment provided by Agency, and all parts thereof, in good condition and repair and in as safe condition as its operation will reasonably permit, and make all repairs thereto that may be reasonably necessary for this purpose including, but not limited to, the following:

- 1. Maintain all signage, pavement markings, curbs, bumper guards, and wheel blocks.
- 2. Maintain all PARCS equipment including all gates, barricades, ticket spitters, ticket and monthly access card readers or other hourly, hotel or monthly customer access devices, fee displays, fee computers, etc., subject to 4. below.
- 3. Maintain the power sweeper, Tennant T20 Industrial Rider floor scrubber, and light duty truck assigned by Agency to the Parking System, and provide power sweeping and scrubbing services to other public facilities and spaces as Agency directs, subject to 4. below.
- 4. Where an equipment warranty requires maintenance and/or repair by a manufacturer's authorized technician, Operator shall obtain services from an authorized technician. When a piece of equipment subject to warranty malfunctions or breaks down, and an authorized technician is not expected to be available within a time defined by Agency as reasonable, Operator shall notify and consult with Agency.
- 5. Maintain the Parking Facilities and Parking System Office ("Premises") in a clean, presentable condition and not allow dirt, paper, or trash of any kind to accumulate in or upon the Premises; and remove snow, ice, and other obstructions from the Premises and from adjacent driveways and sidewalks if parking customers use said surfaces. Snow and debris removed shall not be placed upon the public ways or any portion thereof.
- 6. Maintain and keep in good working order all electrified and nonelectrified directional, informational, and advertising signs located within, on the exterior of, or associated with the Parking Facilities.
- 7. Maintain and keep in good working order all elevators. Arrange for annual inspection of elevators. Maintain records of inspections and provide copies to Agency if requested to do so.
- 8. Maintain and keep in good working order all fire extinguishers and fire suppression systems. Arrange for annual inspection of fire

extinguishers and fire suppression systems. Maintain records of inspections and provide copies to Agency if requested to do so.

9. Maintain lights on the interior and exterior of the Parking Facilities.

Agency shall use maintenance standards of the NPA Maintenance Manual, or other recognized parking industry maintenance standards acceptable to Agency and Operator, as a guide in monitoring Operator's performance.

Prior to execution, Operator shall submit to Agency for review any contract with an independent contractor to supply the services enumerated in the Section 306, which has a contract value of more than \$3,000, including but not limited to repair, maintenance and inspection services and public works construction. Agency shall have the right to approve the contractor selected by Operator to provide these services, which approval shall not be unreasonably withheld. In contracting for such services and public works construction, Operator shall comply with applicable state and local procurement requirements as stated in Section 315 in this Agreement.

Operator shall carry out all regular and daily maintenance duties and responsibilities through a designated maintenance person with either a maintenance crew staffed by Operator or an independent maintenance contractor. If Operator determines to contract out its maintenance responsibilities, Operator agrees to notify Agency prior to negotiation or execution of any agreement in order to determine whether such activities are subject to the competitive bidding requirements of the Purchasing by Political Subdivisions Act, Chapter 28, Title 67, Idaho Code, and Agency's Procurement Policy.

Operator shall comply with procurement requirements in the Idaho Code that apply to Agency whenever Agency funds are being used either directly or indirectly for procurement of public works construction, personal property, personal or professional services, and services from design professionals, professional land surveyors and construction managers.

In the event that Operator shall fail to comply with any of the aforementioned obligations, Agency may, after forty-eight (48) hours' written notice to comply, in addition to other remedies set forth herein, enter upon the Premises and take all steps necessary to ensure compliance with the above obligations. All work, labor, and materials shall be charged to and paid for by Operator, plus a reasonable amount for the overhead of Agency, and such cost shall not be a reimbursable operational expense under Sections 604 and 605 of this Agreement.

#### **G.** [§ 307] Finance Procedure

As soon as practical but no later than the next banking day following receipt of any gross revenues, Operator shall deposit said gross revenue in an account of and to the credit of Agency, in such bank or other depository as Agency shall approve. After

deposit, such monies shall be under the complete control of Agency. Agency shall approve the manner in which deposits are made, provided Operator shall be responsible for all such monies up to the time of deposit. Monies payable by Operator to Agency shall include and reflect adjustments for any and all cashier shortages, overages, undercharges, uncollected parking fees, and dishonored checks. Any such shortages, undercharges, uncollected fees, and dishonored checks shall be included in gross revenues. Operator also agrees to time stamp transient parking tickets, to make and collect parking charges, and to prepare and transmit daily reports in the manner and form designated by Agency.

By the 15<sup>th</sup> of each month Operator shall prepare and submit final monthly profit and loss statements as well as any incidental financial or operating statements as deemed necessary by Agency or as the normal course of operation shall dictate.

All source records of gross revenues, which shall include but not be limited to parking tickets, cash register tapes, shift reports, master reports, daily revenue reports, whether computer generated or manually generated, shall be kept by Operator at all times. These records are owned by Agency but shall be maintained by Operator for one year from the date the annual financial report is delivered to and accepted by Agency. At the end of the one-year period, these records shall be delivered to Agency for further disposition. Agency shall provide and maintain such storage facilities as necessary to facilitate the storage of the above records and shall provide reasonable access to such facilities. All databases for such purpose shall be maintained by Operator. Operator shall assure that adequate hard copies and data backups are done on a routine basis and stored on an approved media for a period of time requested by Agency.

Operator shall pursue payment and collect parking revenues from past due accounts and unpaid fines, fees and other charges consistent with Agency's collections policy and the target for collections established in the Annual Program as provided in Section 302.

#### H. [§ 308] Performance Requirements and Assessment

Operator shall submit to Agency proposed performance measures for the initial term by November 1, 2016. Agency and Operator shall establish mutually agreed upon performance measures by November 15, 2016. Operator shall submit a written report to Agency providing an assessment of its performance relative to the agreed upon performance measures by September 1, 2017. Agency shall provide to Operator by September 15, 2017, an initial performance assessment and recommended performance objectives and improvements for the period from October 1, 2017 to September 30, 2018 (if Agency exercises its option to extend the Agreement.)

During each extension exercised by Agency, Operator shall submit a written report to Agency providing an annual assessment of its performance relative to the agreed upon performance measures by August 15. By September 15, Agency shall provide to Operator a written annual performance assessment, which shall assess:

- 1. Operator's compliance under the terms of this Agreement with specific emphasis on the requirements set forth in Sections 301, 302, 306, 307, 308, 403, 606 and 609.
- 2. Operator's performance relative to the performance measures established for the preceding twelve months.
- 3. Other items appropriate under the terms of this Agreement.

The results of this performance review inform the negotiation of the management fee and any merit increase included in Operator's budget for the subsequent fiscal year.

For the initial term, Agency and Operator shall establish mutually agreed upon annual performance measures for Operator no later than November 1, 2016. For any subsequent extensions, Agency and Operator shall establish mutually agreed upon annual performance measures for Operator no later than September 15 for the following twelve months.

During each extension exercised by Agency, Operator and Agency shall conduct an informal performance conference no later than April 1 to discuss Operator's performance including accomplishments relative to agreed-upon performance measures and operational standards and any need for performance improvements. Agency shall create a written summary of this conference, and if needed, an action plan shall be included and provided to Operator.

Operator and Agency shall conduct periodic on-site tours of the Parking Facilities as needed to identify items needing attention or improvement, and shall create by mutual agreement a checklist of action items for Operator and Agency to address.

# I. [§ 309] Alterations

Operator shall make no alterations or additions to the Premises and appurtenances without prior written consent of Agency. It is expressly agreed that all appurtenances, presently or hereafter located in and upon the Premises, whether affixed thereto or not, are and shall remain the property of Agency.

#### J. [§ 310] Rebate to Operator Prohibited

It is understood that any rebate to Operator or its officers or employees of any portion of any expenditures representing an operating expense, as defined in Section 605, by any person, firm, or corporation that has provided goods or services to Operator shall be passed on to Agency or be recorded as a reduction in Operator's operating expenses.

# K. [§ 311] Authority to Contract Limited

No employee or agent of Operator shall contract directly or indirectly, either as an owner, employee, or agency, for services over and above his duties or scope of employment, except with the prior written approval of Agency.

#### L. [§ 312] Damage by Operator

Operator shall pay for and repair any damage to the Parking System or the Parking System Office equipment therein caused by the negligence of its employees. Such cost and repair shall not be a reimbursable operating expense.

#### M. [§ 313] Agreement Not a Tenancy

Nothing in this Agreement shall be construed as creating a tenancy between Agency and Operator, nor shall Operator be deemed to have the right of occupancy to the Parking System or the Parking System Office or any part thereof.

#### N. [§ 314] Independent Contractor

The Parties agree that, except as hereinafter specified, Operator shall render services to Agency as an independent contractor and not as an employee of Agency.

### O. [§315] Procurement Requirements and Guidelines

Operator shall follow the statutory procurement requirements as set forth in Title 67, chapter 28 of the Idaho Code and procurement guidelines in Agency's Procurement Policy when procuring any goods or services.

# IV. [§ 400] <u>PERSONNEL</u>

# A. [§ 401] Selection and Salaries

Operator agrees to secure, furnish, train, and pay for all personnel as are reasonably necessary to be employed in the successful operation of the System. Such personnel shall include a full-time, on-site general manager ("General Manager") for the System, the selection and salary being subject to the approval of Agency Executive Director. Any and all employees of Operator, or other persons, while engaged in the performance of any work or services required by Operator under this Agreement, shall be considered employees or agents of Operator only, and not employees of Agency or have any contractual relationship with Agency. Any and all claims that may or might arise under the Worker's Compensation Act of the State of Idaho, or similar act on behalf of said employees or other persons while so engaged in any work or services provided to be rendered herein, shall be the sole obligation and responsibility of Operator.

#### B. [§ 402] Equal Opportunity and Americans with Disabilities Act

All persons employed or applying for employment with Operator shall: (a) have and be entitled to the full and equal benefit of all laws and proceedings for the security of persons and properties; (b) have and be entitled to equal employment opportunities devoid and free from bias, discrimination, harassment, or intimidation because of race, color, religion, national origin, sex, sexual orientation, gender identity/expression, age, physical/mental handicap, marital status, disability, or veterans status; and (c) be subject to like punishments, penalties, licenses, and exactions of every kind.

Operator as an employer is hereby required to provide equal employment opportunities to the end that all Operator employees shall be recruited, appointed, assigned, and promoted solely upon the basis of a bona fide occupational qualification and individual merit and free from bias, discrimination, harassment or intimidation on account of race, color, religion, national origin, sex, sexual orientation, gender identity/expression, age, physical/mental handicap, disability, or veterans status.

Operator shall also be familiar with and adhere to the specific provision of the Americans with Disabilities Act of 1990 relating to Title I - Employment and Title II - Public Services. Additionally, Operator will ensure that any suppliers or subcontractors functioning under this Agreement shall also be in compliance with the aforementioned Titles.

#### C. [§ 403] Personnel Guidelines

Operator further agrees to:

- 1. Select staff with attention to meeting the objectives and standards set by Agency for the Parking System.
- Provide an on-going comprehensive orientation and training program for its employees assigned to the System, and for any staff supplied by an independent contractor for operation of the System.
   Such program shall be submitted in writing to Agency no later than the time set forth in Section 302 of this Agreement.
- 3. Establish a performance review process for staff which includes, at a minimum, setting annual performance goals, an annual performance assessment and periodic feedback on how staff is meeting its performance goals.
- 4. Educate staff as to the objectives and standards contained in the Annual Program for the System, and include how staff performs relative to these objectives and standards in staff performance reviews.

- 5. Maintain a close watch over attendants to ensure that they discharge their duties in a safe, courteous, and efficient manner and maintain a high standard of safety and service to the public.
- 6. Ensure attendants shall wear appropriate uniforms and present a neat and clean appearance at all times. Operator shall obtain approval from Agency as to color and design of the uniforms. Uniforms shall use the logo established by Agency for the Parking System and not Operator's logo.
- 7. Supervise and train personnel to provide friendly customer service to all users of the System and visitors to the Parking Facilities and Parking System Office.
- 8. Ensure staff furnishes customer service on a fair, equal, and non-discriminatory basis to all users of the Parking System.

# V. [§ 500] <u>MAINTENANCE OBLIGATIONS OF AGENCY</u>

Operator agrees to maintain and pay for Routine Maintenance and Repair of the Parking Facilities as described in Sections 301 and 306. Agency is responsible for repairs determined by Agency to be beyond the scope of Routine Maintenance and Repair, and for capital investments in the Parking System ("Major Repair and Capital Investments"). Operator shall cooperate with Agency during major repair, and construction and/or installation of capital investments in the Parking System. Agency and Operator shall establish definitions for routine maintenance and repair in contrast to major repair and capital investments.

# VI. [§ 600] PAYMENTS TO OPERATOR, BUDGET, ANNUAL REPORTS, BOOKS, AND RECORDS

A. [§ 601] Fees and Insurance Costs

1. [§ 602] Fee for the System

Agency shall pay to Operator an annual management fee as stated in **Exhibit C**. This fee shall be divided over twelve equal monthly installments. The amount of the fee for Agency's subsequent fiscal years i.e., FY 2018, 2019, 2020 and 2021 (if Agency exercises its option to extend the Agreement) shall be negotiated each year prior to Agency's approval of its subsequent fiscal year's annual operating budget.

At the conclusion of the initial term and any one-year extension exercised by Agency, Operator shall be eligible for a performance bonus ranging from 0-5% of the management fee for the fiscal year just ending. The performance bonus percentage shall

be based on Operator's annual performance review for the fiscal year just ending. The performance review shall be based on performance measures previously established by Agency and Operator and shall be conducted as described in Section 308 of this Agreement. Agency shall pay Operator's performance bonus in a lump sum payment no later than September 30 of the fiscal year just ending. Agency's fiscal year is October 1 – September 30.

The fee is intended to cover all administrative costs and expenses incurred by Operator as well as any and all operating expenses not defined as reimbursable operating expenses in Section 605 and not defined as indirect costs in Section 606 of the Agreement. Notwithstanding the provisions of **Exhibit C** to this Agreement, Operator's management fee shall be subject to written approval by Agency bond counsel and/or tax counsel.

Agency shall reimburse Operator an annual amount for insurance costs for coverages required in Section 700 et al (except for the fidelity bond and the performance bond described in Section 702 of this Agreement). The annual amount shall be stated in Operator's approved annual operating budget, which is shown in **Exhibit C** attached hereto and incorporated herein by this reference. The amount for the initial term of this Agreement is shown in **Exhibit C**. The amount of insurance costs for subsequent years shall be negotiated each year prior to Agency's approval of its subsequent year's annual operating budget.

#### B. [§ 603] Operating Expenses

#### 1. [§ 604] Reimbursement for Operating Expenses

Operator shall pay all operating expenses as they come due.

Agency shall reimburse Operator for its monthly cost of operation in the following manner: Operator will deliver to Agency on or before the fifteenth (15th) day of the following month the financial reports and costs to operate the System. Reports shall be in a format and at a level of detail acceptable to Agency, with supporting documentation as required by Agency. Costs shall only include items defined in direct and indirect operating expenses in Sections 605 and 606, and as further defined in Operator's approved annual operating budget. Agency will reimburse Operator within fifteen (15) days following receipt and acceptance of the financial reports for the balance due and owing to Operator.

#### 2. [§ 605] Operating Expenses Defined

"Operating Expenses," as defined in this section, means and is limited to the cost of:

• Salary of General Manager;

- Salaries of employees working in the System;
- Social Security and Medicare taxes;
- Unemployment taxes;
- Workers' Compensation and Employer's Liability insurance;
- Operator's portion of Medical/Dental/Vision premium payments for employees
- Pension plans (if applicable);
- Uniforms and laundry;
- Office supplies;
- Office space rental;
- Advertising, marketing, and promotion, as approved in advance by Agency;
- Routine Maintenance and Repair (as described in Section 306);
- Operational supplies required to operate the Parking System (including, but not limited to, tickets, hang-tags, access cards and other customer access devices; permits, validation stamps, etc.);
- Recruiting employees and employee orientation and training;
- Sweeping, cleaning, and trash removal;
- Snow removal;
- Purchasing signs (when approved in advance by Agency);
- Utilities (including telephone, cellphones, gas, water, electricity, sewer, and trash collection)
- Routine elevator maintenance contracts and monthly fees for elevator telephones, security systems, and fire alarms;
- Annual inspection of fire extinguishers, fire suppression systems and elevators; and

• Premiums for insurance coverage required under Section 700 et al of this Agreement (except for the fidelity bond and the performance bond described in Section 702 of this agreement).

Agency may, from time to time through the term of this Agreement and any extensions thereof, directly provide reimbursable goods or services that are included in the budget or were previously approved by Agency in writing, and which Agency determines would be best provided by Agency directly.

Notwithstanding the foregoing, unless Operator is notified in writing by Agency that the operating expense associated with the purchase or performance of certain goods or services will be incurred by Agency, all operating expenses shall be reimbursed by Agency to Operator at Operator's cost without mark-up. By the 15<sup>th</sup> of each month, Operator shall submit a monthly expense invoice, certified by an officer of Operator. Agency staff have the right to use such methods as they deem necessary and appropriate to verify amounts claimed on expense invoices.

#### 3. [§ 606] Accounting for Direct and Indirect Operating Expenses

Operator shall keep specific records and accounts for those operating expenses directly related to the operation of each Parking Facilities in the System. For those operating expenses indirectly related to the operation of each Parking Facility, which expenses are associated with operation of the entire System, Operator shall report those expenses by budget category. All expenses are to be passed through at the actual costs incurred. Expenses may not be "marked up."

#### C. [§ 607] Taxes

It is the intention of Agency and Operator that the System and its operation be exempt from taxation. In the event that any unit of government having taxing authority establishes its right to tax the System or its operation, then, and in that event, all taxes which are assessed shall be considered operating expenses within the meaning of Section 605.

#### D. [§ 608] <u>Budget</u>

For the initial term of this Agreement, the operating budget, management fee, and merit increase for Operator shall be as shown in  $\underline{\textbf{Exhibit C}}$ .

Thereafter, if Agency exercises the extensions provided for in this Agreement, Operator shall prepare an annual operating budget, by Parking Facility, and submit same to Agency by June 1 for Agency's next Fiscal Year commencing October 1. (Operator shall also prepare an Annual Program as described in Section 302 and submit same to Agency by May 1.) As set forth under the Idaho Urban Renewal Law, Agency's fiscal year commences each October 1<sup>st</sup> and ends each September 30<sup>th</sup>.

After submittal of the budget, Agency and Operator shall meet for the purpose of reviewing the budget and for inclusion of the budget described in this section in Agency's overall budget. (The Annual Program shall also be included in Agency's overall budget as described in Section 302.) Operator acknowledges that the Annual Operating Budget described herein shall be effective only when included within Agency's overall budget.

#### E. [§ 609] Accounts, Reports, and Audits

Operator shall prepare and submit monthly profit and loss statements as well as any incidental financial or operating statements as deemed necessary by Agency or as the normal course of operation shall dictate. Such statements shall clearly delineate between direct and indirect costs of operation attributable to the System and any costs incurred by Operator for managing other properties for which Operator is responsible.

Operator shall keep, through the entire term of this Agreement or any extension thereof, all books of account and records customarily used in this type of operation and as from time to time may be required by Agency, in accordance with generally accepted governmental accounting principles (GAAP). Operator shall keep all financial records and other records described in this Agreement in a manner and format acceptable to Agency. Agency, at all times throughout the term of this Agreement shall have the right to inspect, audit, and examine during normal working hours all such records and books of account relating to Operator's operation hereunder, provided that Operator shall not be required to retain such books of account and records for more than one (1) year from the date Operator's annual financial report is delivered to and accepted by Agency. At the end of the one- year period, the related books of account and records shall be delivered to Agency for further disposition. The books of account and records shall reflect, but not be limited to, daily volume of parking and income and expense accounts per Parking Facility.

Such books, accounts, and statements shall also be subject to inspection under the provisions of Section 920 of this Agreement. Agency shall conduct an annual audit of the System operations. Operator agrees to provide Agency's auditors such information as may be needed to conduct such annual audit and to cooperate fully with Agency's auditors.

In addition, Operator shall make its records available to Agency at any time requested for inspection and review so that Agency staff may conduct internal audit review and testing, including but not limited to:

- 1. Proper internal control procedures in compliance with GAAP are in place;
- 2. Stated internal control procedures are consistently followed;
- 3. Accounting records are complete and accurate; and

4. Reported activity and balances can be verified with supporting documentation.

Finally, Agency may, at its discretion, have an independent audit conducted of Operator. If this audit should identify known or projected misstatements or errors of a material amount (exceeding 5% of annual revenue), Operator shall be required to reimburse Agency for the error and for 50% of the audit fees. Should the audit uncover fraud or other misconduct in any amount, Operator shall be required to reimburse Agency for the amount and 100% of the audit fees.

# VII. [§ 700] <u>INDEMNITY, INSURANCE, AND BONDS</u>

#### A. [§ 701] Property Damage or Injury Indemnification

Operator covenants and agrees to pay, subject to all provisions of this Agreement, all damages for injuries to real or personal property or bodily and personal injury or death to the extent caused by any intentional or negligent act, misconduct or other fault, or any omission to act of Operator or any servant, agent, or employee of Operator in connection with the operation of the System under this agreement. Operator covenants and agrees to defend, indemnify, and hold Agency harmless against all liabilities, losses, costs, damages, expenses, causes of action, suits, claims, demands, and judgments of any kind or nature whatsoever that may in any way come against Agency for or on account of personal injuries or death, and damage to real or personal property or to the loss of any personal property to the extent the same are caused or claimed to have been caused by Operator or any servant, agent or employee of Operator, including court and stenographic costs and an amount in reimbursement of reasonable attorney fees, but only to the extent same are caused or claimed to have been caused by negligence, misconduct, or other fault of Operator, its servants, agents, or employees; provided however, that Operator shall have no obligation to indemnify and hold Agency and its respective officers, agents, or employees, harmless from and against any matter to the extent it arises from the act of negligence or willful act of Agency or its respective officers, agents, or employees.

In case any action or proceeding is brought against Agency or its respective officers, agents, or employees, by reason of any such claim, Operator, upon written notice from Agency, shall, at Operator's expense, resist or defend such action or proceeding.

The limits of insurance required under this Agreement shall not be deemed a limitation of the covenants to indemnify, defend, and hold Agency harmless.

#### B. [§ 702] Fidelity and Performance Bonds

Operator agrees to furnish a fidelity bond held by a company approved by Agency, indemnifying Agency against any dishonest acts of Operator or any of its employees, individual or in collusion with others, which bond shall be in the amount of not less than \$100,000 for all employees.

Operator agrees to provide a performance bond approved by Agency or a cash deposit in the amount of \$100,000, conditioned upon the full faithful performance by Operator of each and all of the covenants and agreements and undertakings set forth in the Agreement.

#### C. [§ 703]<u>Insurance</u>

Operator shall procure and maintain continuously in effect, during the term of this Agreement, policies of insurance of the kind and amount, as follows:

- 1. Worker's compensation coverage and employer's liability coverage as required by Idaho law.
- 2. Commercial general liability insurance, in minimum amounts of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate combined single limit for personal injury, including death, and for property damage. Coverages thereunder shall include premises liability, System and operations liability, contractual liability, personal injury, owner's and contractors' protection, elevator liability, products, and completed operations coverage.

Such insurance shall provide that Agency is a named additional insured and that the policy may not be canceled without thirty (30) days' notice to Agency.

- 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 Agency, including its respective officers, agents, or employees, as additional insureds.
- 4. Robbery and holdup insurance (inside and outside) with \$5,000 limit per occurrence.

The foregoing insurance coverage, to the extent such coverage is triggered and / or applicable, shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. Operator's General and Automobile Liability Insurance policies shall contain a Cross-Liability or Severability of Interest clause. The fact that Operator has obtained the insurance required in this Section shall in no manner lessen or affect Operator's other obligations or liabilities set forth in the Agreement.

All insurance provided by Operator under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency. Operator hereby releases Agency, including its respective officers, agents, or employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of Operator's performance under this Agreement or construction of the Development.

Agency and Operator shall consider amendments to this section in order to comply with Agency's Parking Management Plan, Parking Agreements, or bond covenants and to respond to recommendations by Agency's Insurance Consultant.

#### D. [§ 704] General Insurance Requirements

All insurance required in this Section shall be taken out and maintained by insurance companies licensed in the State of Idaho with no less than an "A" rating by A.M. Best. Operator shall furnish Agency policies evidencing all such insurance or a certificate or certificates of the responsible insurers, stating that such insurance is in full force and effect. Each policy of insurance herein required shall contain a provision that the insurer shall not cancel it without giving written notice to Agency of at least thirty (30) days before the cancellation becomes effective. All policies or certificates of insurance are subject to Agency's approval.

The insurance coverage herein required may be provided by a blanket insurance policy or policies.

#### E. [§ 705] Agency Option

Agency may, at its option, provide that in lieu of the insurance requirements provided herein, it shall operate the System on a self-insurance or partially self-insured basis or may obtain the insurance itself, in which event or events Operator shall be entitled to purchase insurance providing coverage for itself for any liability which Operator may have under Idaho law and to charge the premium cost of said insurance as an operating expense under Section 605 hereof.

#### F. [§ 706] Insurance Consultant

Under the provisions of Agency's bond financing covenants, Agency is required to retain an Insurance Consultant who shall review the insurance coverage of Agency to deal with, among other things, fire and peril insurance, business interruption insurance, flood insurance, and earthquake insurance. Operator agrees to use its best efforts to comply with the reasonable recommendations of the Insurance Consultant.

# VIII. [§ 800] <u>DEFAULTS, REMEDIES, TERMINATION, AND ALTERNATIVE DISPUTE RESOLUTION</u>

#### A. [§ 801] Surrender of System

Upon termination of this Agreement, by lapse of time or otherwise, Operator shall surrender and turn over possession of the System to Agency in the same manner and condition as it received the System, excepting reasonable wear and tear.

#### B. [§ 802] Effect of Default

It is expressly agreed between the Parties hereto that in the event any Parking Facility is deserted, vacated, or abandoned, or if Operator shall sell, assign, or pledge this Agreement except as provided herein; or if default be made in the performance of any of the covenants and agreements to be performed by Operator; or if Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations, or requirements of the federal, state, or city governments; or if Operator shall file a petition in bankruptcy or make an assignment for the benefit of creditors or take advantage of any insolvency act, Agency may elect to terminate this Agreement and the terms hereof. In the event Agency elects to terminate this Agreement because of a violation of this section, upon such termination, Operator shall compensate Agency for the loss in revenue suffered by reason of such termination.

If Operator is in default of any of the terms and conditions of this Agreement or violates any law or ordinance or rules and regulations and fails or refuses, after ten (10) days' written notice, to perform or correct conditions by which such Agreement is breached, then this Agreement shall be deemed terminated without notice or demand.

In the event of any default or breach of this Agreement by Operator, Agency, in addition to any other rights or remedies it may have, shall upon three (3) days' written notice have the immediate right of reentry. Upon exercise of the right of reentry, Agency may require Operator to remove all of Operator's property and restore the System.

Should Agency at any time terminate this Agreement for any breach, Agency may recover from Operator for any direct damages incurred by reason of such breach, including the costs of recovering the System, the loss in revenue suffered by reason of such termination, and reasonable attorney fees. In the event of such termination, Agency may withhold any future payments to Operator, on a pro-rated basis, in settling all accounts.

No payment of money by Agency to Operator after default, cancellation, or expiration of this Agreement or any extension thereof, shall reinstate, continue, or extend the term of this Agreement or affect any notice given to Operator by Agency or operate as a waiver of any right of Agency.

#### C. [§ 803] Legal Actions

#### 1. [§ 804] Institution of Legal Actions

In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any default, or recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement.

#### 2. [§ 805] Applicable Law

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

# 3. [§ 806] Acceptance of Service of Process

In the event that any legal action is commenced by Operator against Agency, service of process on Agency shall be made by personal service upon the Chairman of Agency or in such other manner as may be provided by law.

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

#### 4. [§ 807] Alternative Dispute Resolution

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

#### D. [§ 808] 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.

Specifically, Agency retains all the rights and remedies stated herein without exception, including but not limited to recovering on the fidelity bond, performance bond, and insurance policies defined in Sections 702, 703, and 704 of this Agreement.

#### E. [§ 809] Attorney Fees

In the event of any action or proceeding at law or in equity, including arbitration, between Agency and Operator to enforce any provision of this Agreement or to protect or establish any right or remedy of either Party hereunder, the unsuccessful Party to such action shall pay to the prevailing Party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing Party (including such costs and fees incurred on appeal), and if such prevailing Party shall recover judgment in any such action or proceeding, such costs, expenses, and attorney fees shall be included in and as a part of such judgment or award. The provisions of this Section 809 shall apply to any termination of this agreement and shall survive such termination.

#### F. [§ 810] Choice of Law

This Agreement shall be interpreted and enforced in accordance with and governed by the laws of the State of Idaho. The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against Operator or Agency.

### IX. [§ 900] MISCELLANEOUS

#### A. [§ 901] Notice

All notices, demands, or other communications required to be in writing by this Agreement shall be deemed given when personally delivered, delivered by courier, or sent by certified or registered mail, postage prepaid, with proper address as indicated below. Agency and Operator may, by written notice given to each to the other, designate any address or addresses to which notices, certificates, or other communications to them shall be sent when required as contemplated by this Agreement.

Until otherwise provided by the respective Parties, all notices, certificates, or other communications to them shall be sent when required as contemplated by this Agreement. Until otherwise provided by the respective Parties, all notices, demands, and communications to each of them shall be addressed as follows:

#### To Agency:

John Brunelle, Executive Director Capital City Development Corporation 121 N. 9<sup>th</sup> Street, Suite 501 Boise, Idaho 83702-5804 208-384-4264 jbrunelle@ccdcboise.com

#### **To Operator:**

Jeff Wolfe, Chief Executive Officer The Car Park, Inc. 702 W. Idaho Street, Suite 650 Boise, Idaho 83702 208-336-6597 jeffwolfe@carparkusa.com Telephone numbers and E-mail addresses are for convenience and not to be used for notices required to be in writing. Informal notices and communication may be delivered in person or by telephone, U.S. Mail, courier, E-mail, or FAX. Either Party may, by written notice, change the address, telephone number, FAX number, or e-mail address listed above.

#### B. [§ 902] Compliance with Laws and Ordinances

Operator agrees to operate the System in compliance with this Agreement and all laws and ordinances in effect or which may hereafter be adopted, including, but not limited to, federal law and regulation, laws of the State of Idaho and ordinances of Ada County, Boise City and Ada County Highway District.

#### C. [§ 903] Rules and Regulations

Agency may, at its discretion, adopt reasonable rules and regulations relating to the operation and use of the System, and Operator agrees to abide by such rules and regulations.

#### D. [§ 904] Assignability by Operator

The rights, obligations and duties under this Agreement of Operator shall not be assigned or transferred, in whole or in part, without the prior written permission of Agency.

#### E. [§ 905] Damage, Destruction, or Sale

If during the term of this Agreement all or any part of any Parking Facility which is part of the System shall be destroyed or materially damaged from any cause, Agency shall have the option to repair, replace, and restore the damaged portion of the Parking Facility to its former condition or to discontinue all or any part of the operations of the Parking Facility. In either case, Agency may, at its option, cancel, modify, or suspend the operation of this Agreement as it related to such Parking Facility upon thirty (30) days' written notice to Operator. In such instance, Operator's expenses and Operator's fees shall be adjusted accordingly. Likewise, such adjustment shall be made in the event Agency sells or transfers any Parking Facility which constitutes part of the System.

#### F. [§ 906] Handicapped Parking

In order to comply with applicable standards established by federal, state, or local law, parking spaces for access by the handicapped shall be designated in each Parking Facility by mutual agreement of Agency and Operator as may be required.

# G. [§ 907] Advertising and Promotion of the System

Agency may, from time to time, request Operator or others to advertise and promote the System in a manner approved by Agency. The costs for this advertising and promotion will be reimbursed to Operator by Agency as an operating expense under Section 605. Agency reserves the right to sell advertising space in the elevators, garage walls, gate arms, etc. as an additional revenue source as allowed by law or regulation. All advertising media shall be the property of Agency.

#### H. [§ 908] Operator to Cooperate

If Parking Facilities in the System are operated by more than one operator, each operator, including Operator, shall cooperate with Agency and the other operators in carrying out mutual programs and policies.

# I. [§ 909] Option to Add Parking Facilities / Option to Delete Parking Facilities

Agency may add to this Agreement additional Parking Facilities which shall be managed by Operator under the same terms and conditions of this Agreement. Likewise, Agency may delete from this Agreement those Parking Facilities which may be closed or conveyed to others.

# J. [§ 910] Free or Reduced Fee Use of Parking Facilities

Agency may allow free or reduced fee parking in its Parking Facilities for certain events or programs. If Agency permits reduce fee parking in Parking Facilities, Operator shall manage the operation of the Parking Facility or lot as directed by Agency. Any expenses incurred will be reimbursed as an operating expense as defined in Section 605, but will not be included as an operating expense for net revenue calculations.

### K. [§ 911] Reserved

[Reserved]

#### L. [§ 912] Event Parking

Agency intends that the System will be open for events throughout the Project Areas. Operator shall manage the System to accommodate these events and set event rates as directed by Agency, and shall provide any accounting for the individual events as required by Agency. Operating expenses incurred to accommodate event parking shall be included in the reimbursable expenses, and revenues shall be included in total gross revenues per Parking Facility. Operator shall perform all prepaid event parking marketing as directed by Agency.

The Parking Management Plan describe the impact of Event Parking on Agency's Parking System. Operator shall be expected, working in conjunction with Agency, to administer the Event Parking Plan.

#### M. [§ 913] <u>Reserved</u>

[Reserved]

## N. [§ 914] Agency's Right to Inspect and Make Repairs

Agency shall have the right, at such times as may be reasonable under the circumstances, and with as little interruption to Operator's operations as is reasonably practicable, all as determined by Agency to:

- 1. Inspect the Parking System at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Operator has complied and is complying with the terms and conditions of this Agreement.
- 2. Perform maintenance and make repairs and replacements.
- 3. Perform maintenance and make repairs and replacements in any case where Agency determines that it is necessary or desirable to do so in order to preserve the structural safety of the System or of individual Parking Facilities or to correct any condition likely to cause injuries or damages to persons or property.

#### O. [§ 915] Descriptive Headings

The headings used herein are for description only and for the convenience of identifying the provisions hereof and are not determinative of the meaning or effect of any of the provisions of this Agreement.

# P. [§ 916] Severability

If any provision of the Agreement shall be invalid or unenforceable, the remainder hereof shall nevertheless continue in full force and effect.

#### Q. [§ 917] Parties in Interest

All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and by their respective successors in interest.

#### R. [§ 918] Not a Lease

The Parties acknowledge that this Agreement does not constitute a lease of any Parking Facility or of the System in total and Operator assumes no responsibility for taxes, repairs, or upkeep of the System, except as provided in Sections 301 and 306 of this Agreement.

#### S. [§ 919] Governmental Action

In the event any governmental authority takes any action that inhibits or adversely affects vehicle ingress to or egress from a Parking Facility in the System or from the System in total, whether by threat of eminent domain or any other government power, or if any governmental authority takes any action relating to the parking, fueling, or use of motor vehicles which causes or substantially contributes to a reduction in the use of the Parking Facilities or the System in total, Operator shall have the right to terminate this Agreement by giving one hundred twenty (120) days' written notice to Agency or continue its operations in the remainder of the System, if any, with an appropriate negotiated adjustment to Operator's compensation.

#### T. [§ 920] Inspection of Books and Records

Agency has the right during normal business hours without need for notice to inspect the books and records of Operator pertaining to the System as pertinent to the purposes of this Agreement.

# U. [§ 921] Amendments to This Agreement, Bond Counsel / Tax Counsel Modifications

Operator and Agency agree to mutually consider requests for amendments to this Agreement which may be made by any of the Parties hereto or bond counsel, tax counsel parking consultants, insurance consultants, or financial consultants to Agency or Operator, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein. The Agreement is specifically conditioned upon review and approval by bond counsel/tax counsel. Any suggested changes by bond counsel/tax counsel shall be memorialized by amendment to this Agreement.

#### V. [§ 922] Identity and Authority of Agency

Each of the persons executing this Agreement on behalf of Agency does hereby covenant and warrant that Agency has full right, power, and authority to enter into this Agreement and to carry out all actions contemplated by this Agreement; that the execution and delivery of this Agreement were duly authorized by proper action of Agency and no consent, authorization, or approval of any person, board, or other entity is necessary in connection with such execution and delivery or to carry out all actions contemplated by this Agreement, except as have been obtained and are in full force and

effect; and that this Agreement constitutes the valid, binding, and enforceable obligation of Agency. Upon Operator's request, Agency shall provide Operator with evidence reasonably satisfactory to Operator confirming the foregoing covenants and warranties.

#### W. [§ 923] Identity and Authority of Operator

Each of the persons executing this Agreement on behalf of Operator does hereby covenant and warrant that Operator has full right, power, and authority to enter into this Agreement and to carry out all actions contemplated by this Agreement; that the execution and delivery of this Agreement were duly authorized by proper action of Operator; that no consent, authorization, or approval of any person, board, or other entity is necessary in connection with such execution and delivery or to carry out all actions contemplated by this Agreement, except as have been obtained and are in full force and effect; and that this Agreement constitutes the valid, binding, and enforceable obligation of Operator. Upon Agency's request, Operator shall provide Agency with evidence reasonably satisfactory to Agency confirming the foregoing covenants and warranties.

#### X. [§ 1000] COUNTERPARTS

This Agreement may be executed in any number of counterparts, and once so executed by all Parties hereto, each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one (1) agreement.

# XI. [§ 1100] ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes:

Exhibit A: Map of the Project Areas and Parking System;

Exhibit B: List of Parking Facilities in Agency's Parking System;

Exhibit C: Approved Operator Budget & Management Fee

(October 1, 2016 – September 30, 2017)

Attachment 1: Central District Public Parking Management Plan

Exhibits A, B and C and Attachment 1 attached hereto are incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of Agency and Operator, and all amendments hereto shall be in writing and signed by the appropriate authorities of Agency and Operator.

# XII. [§ 1200] <u>EFFECTIVE DATE OF AGREEMENT</u>

The effective date of this Agreement shall be October 1, 2016.

End of Agreement | Signatures appear on the following page.



IN WITNESS WHEREOF, Agency and Operator have caused this Agreement to be executed in their respective corporate names.

# CAPITAL CITY DEVELOPMENT CORPORATION "Agency" John Brunelle, Executive Director Date: Approved as to Form: Mary Watson, Attorney at Law THE CAR PARK, INC. "Operator" By: \_\_ Jeff Wolfe, Chief Executive Officer Date: ATTEST: By: \_\_\_\_\_ Print Name: \_\_\_\_\_ Print Title:

Date: \_\_\_\_\_

# **ACKNOWLEDGMENTS**

STATE OF IDAHO	)						
	) ss.						
County of Ada	)						
On	, 2016, bo	efore me,,					
BRUNELLE, known CAPITAL CITY DE politic, that executed	or identified to me to VELOPMENT CORF the within instrument	to, County of Ada, personally appeared JOHN be the EXECUTIVE DIRECTOR of the PORATION, the public body, corporate and and and known to me to be the person who					
such Agency execute		f said Agency, and acknowledged to me that					
•	and and official seal.						
		Notary Public for Idaho					
		Residing at					
		Commission Expires					
STATE OF IDAHO	) ) ss.						
County of Ada	) 33.						
County of Fidu							
On	, 2016, be	efore me,,					
a Notary Public in an WOLFE, known or ic CAR PARK, INC., the me to be the person w	d for the State of Idah dentified to me to be to be Corporation that ex who executed the with	no, County of Ada, personally appeared JEFF he CHIEF EXECUTIVE OFFICER of THE secuted the within instrument, and known to in instrument on behalf of said Corporation, ation executed the same.					
Witness my hand and official seal.							
Withess my n	und und official seal.						
		Notary Public for Idaho					
		Residing at					
		Commission Expires					

## Exhibit A Agency Project Areas and Parking System

<< Laura is putting together a URD district map and garages map >>



## Exhibit B List of Parking Facilities in Agency's Parking System (As of October 1, 2016)

- 9<sup>th</sup> & Main Garage
   838 N. Main Street
   Boise, ID 83702
   396 parking spaces
- Capitol & Main Garage770 W. Main StreetBoise, ID 83702496 parking spaces
- 3. 9<sup>th</sup> & Front Garage 312 S. 9<sup>th</sup> Street Boise, ID 83702 568 parking spaces
- 4. 10<sup>th</sup> & Front Garage 230 S. 10<sup>th</sup> Street Boise, ID 83702 543 parking spaces
- 5. Capitol & Front Garage 245 S. Capitol Boulevard Boise, ID 83702 216 parking spaces
- 6. Capitol & Myrtle Garage 789 W. Broad Street Boise, ID 83702 343 parking spaces

Total Spaces: 2,562

## Exhibit C Approved Operator Budget & Management Fee October 1, 2016 – September 30, 2017

#### 1. Operating Budget

The budget from October 1, 2016 through September 30, 2017 for the Operator shall be:

ONE MILLION SEVEN HUNDRED TWENTY-SIX THOUSAND ONE HUNDERED NINETY-FIVE DOLLARS

(\$1,726,195)

Payments shall be made by Agency to Operator on a monthly basis in accordance with Section 600 et al. of this Agreement.

### 2. Management Fee plus Merit Increase

The total management fee plus merit increase due to the Operator for the term from October 1, 2016 through September 30, 2017 shall not exceed:

SEVENTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS (\$78,756)

The management fee shall be divided over twelve equal monthly installments in accordance with Section 600 et al. of this Agreement. The amount of the management fee plus merit increase is included in, and not in addition to, the Operating Budget.

### 3. Performance-Based Incentives

At the conclusion of the initial term and any one-year extension exercised by Agency, Operator shall be eligible for a performance bonus as described in Section 602 of this Agreement.

## Attachment 1 Central District Public Parking Management Plan

1. Central District Public Parking Management Plan, as originally adopted by Agency in August 1988, as amended through December 2004.

[The Parking Management Plan as described above follows this page.]





ADDENDUM NO. 1 | Issued June 7, 2021

To the RFQ: Parking Operator 2021

#### 1. **CLARIFICATION**

#### **Section 4.2 Submittal Format**

RFQ Section 4.2 I. "Financial Ability to Perform" and RFQ Section 4.2 J "Safety, Security & Emergency Procedures" where supplementary documents are requested, those documents will not count toward page limit.

2.	List of Documents Added by this Addendum No.1	No. of Pages	
	Pre-Submittal Conference Agenda Parking Operator Presentation	1 15	
	Questions / Answers	2	

**END OF ADDENDUM NO. 1** 



## AGENDA RFQ: PARKING OPERATOR 2021 PRE-SUBMITTAL CONFERENCE

JUNE 2, 2021, 2:00 PM - VIA ZOOM

- 1. Welcome and Introductions
- 2. Background CCDC ParkBOI Public Parking Garages
- 3. RFQ Process Steps and Key Dates
  - a. Submittal Requirements

Notice of Intent to Submit Proposal – DUE by June 11, 2021 5:00 PM Section 4.1 – Required Submission Materials Cover Sheet – with your submittal Waiver and Release – with your submittal

b. Calendar

Required Registration June 11 by 5:00 pm

Last day for questions: June 11, 2021 by 3:00 pm

Addenda: June 16, 2021

Submission Due: June 22, 2021 by 3:00 pm

- 4. QUESTIONS?
- 5. Adjourn

# ParkBOI Parking Operator RFQ: Pre-Proposal Meeting

June 2, 2021



# ParkBOI Parking Operator RFQ Pre-Proposal Meeting Agenda

- Welcome & Introductions
- Background CCDC ParkBOI Public Parking Garages
- Submission Materials
- RFQ Process Steps and Key Dates
- Questions
  - Email to <a href="mailto:kwanner@ccdcboise.com">kwanner@ccdcboise.com</a>



## **Background**

## **Past**

- CCDC: Boise's Urban Renewal Agency
- Transition to TIF
- Garages as Economic Development

## Present

- Increased demand from downtown growth
- Downtown Boise Parking Strategic Plan

## **Future**

- Mobility management
- Parking as TDM
- Support infill development







## 10<sup>th</sup> & Front Garage (234 S. 10<sup>th</sup> Street)

Year Built	1978
Spaces	543
Gates	1 entry (10 <sup>th</sup> St) 2 exits (both Grove St)
<b>Pay Stations</b>	1 (9 <sup>th</sup> St side)
Elevators	2 on 9 <sup>th</sup> St (east) side
<b>Stair Towers</b>	2 (9 <sup>th</sup> St, 10 <sup>th</sup> St)
Other Entries	Hotel 43 (ground level)
Adjacent Uses	Hotel 43 Chandlers Restaurant



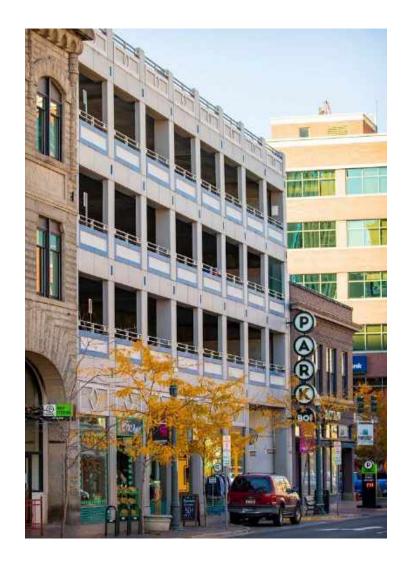
## Capitol & Main Garage (770 W. Main Street)

Year Built	1988
Spaces	495
Other Parking	3 EV charging spaces
Gates	<ul><li>1 entry (from Main, Idaho)</li><li>2 exit (both to Capitol Blvd)</li></ul>
Pay Stations	3 (Main St, Idaho St, Main+Marketplace)
Elevators	2 (1 each Idaho St, Main St)
<b>Stair Towers</b>	2 (Idaho St, Main St)
Other Entries	Main+Marketplace (level 2) Chase Tower (levels 4 & 5)
Adjacent Uses	Chase Tower, Egyptian Theatre, Main+Marketplace



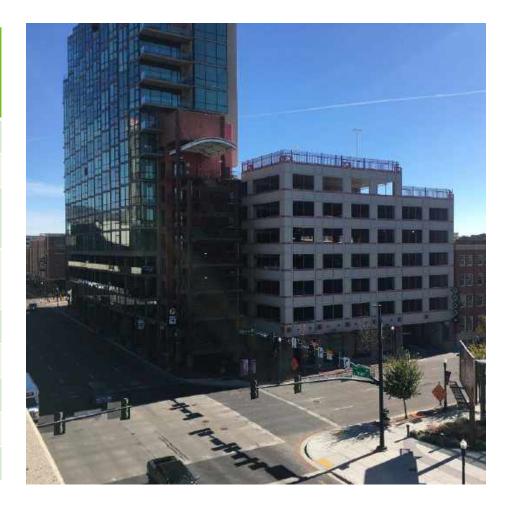
## 9th & Main Garage (866 W. Main Street)

Year Built	1990
Spaces	386
Other Parking	8 <sup>th</sup> & Main nested (levels 3-5) BikeBOI (level 1)
Gates	1 entry (from Main, Idaho) 2 exit (to 9 <sup>th</sup> , Idaho)
Pay Stations	3 (Main St, Idaho St, 8 <sup>th</sup> & Main level 2)
Elevators	2 (1 each Idaho St, Main St)
Stair Towers	2 (Idaho St, Main St)
Other Entries	8 <sup>th</sup> & Main Building (levels 2 -5)
Adjacent Uses	8 <sup>th</sup> & Main Building 805 Idaho



## 9th & Front Garage (312 S. 9<sup>th</sup> Street)

Year Built	1998
Spaces	584
Other Parking	Aspen Lofts nested (levels 3-4) 3 EV charging spaces
Gates	1 entry (from 9 <sup>th</sup> St) 2 exit (1 each to 9 <sup>th</sup> St, Front St)
Pay Stations	4 (3 x 8 <sup>th</sup> St side, 1 x 9th St side)
Elevators	3 (2 on 8 <sup>th</sup> St, 1 on 9 <sup>th</sup> St side)
<b>Stair Towers</b>	2 (8 <sup>th</sup> St, 9 <sup>th</sup> St)
Other Entries	Aspen Lofts
Adjacent Uses	Aspen Lofts, BoDo retail



## Capitol & Myrtle Garage (445 S. Capitol Blvd)

Year Built	2006
Spaces	343
Gates	<ul><li>2 entry (Capitol Blvd, alley off Myrtle St)</li><li>2 exit (both to alley off Broad St)</li></ul>
<b>Pay Stations</b>	1 on Broad St side
Elevators	2(1 Broad St side, 1 in Hampton Inn)
<b>Stair Towers</b>	2 (Broad St, Myrtle St)
Other Entries	
Adjacent Uses	Hampton Inn, BoDo retail



## 11<sup>th</sup> & Front Garage (1101 W. Front St)

Year Built	2018
Spaces	828
Gates	4 entry (2 off Front St, 1 off 12 <sup>th</sup> St, 1 off 11 <sup>th</sup> St) 2 exit (12 <sup>th</sup> St, aisle off 11 <sup>th</sup> St)
<b>Pay Stations</b>	2 (11 <sup>th</sup> St, 12 <sup>th</sup> St)
Elevators	1 on 12 <sup>th</sup> St side
<b>Stair Towers</b>	2 (11 <sup>th</sup> St, 12 <sup>th</sup> St)
Adjacent Uses	Boise Chamber offices, Hilton Garden Inn Pioneer Crossing Bldg
Misc	Joint ownership with BVA



## **PARCS & Technology Systems**

Vendor	Scheidt & Bachman (5 garages) Amano-McGann (11 <sup>th</sup> & Front)
Year Installed	S&B: 2014 Amano-McGann: 2018
Gates	24 Scheidt & Bachman (5 garages) 6 Amano-McGann (11 <sup>th</sup> & Front)
Pay Stations	17 Scheidt & Bachman (5 garages) 2 Amano-McGann (11 <sup>th</sup> & Front)
Intercom System	Umojo
QR Readers	35: 17 pay stations, 18 gates (all Scheidt & Bachmann) None at 11 <sup>th</sup> & Front with Amano



## **Parking Rates & Customers**

Contract	Monthly General Monthly Reserved (~5% of system) Garage-specific rates
Hourly	First Hour Free \$3/hour thereafter \$15 weekday daily max \$6 weekend daily max
Valet/Hotel	Self-Park
Special Event	9 <sup>th</sup> & Front
Parking Agreements	Boise Centre, nested parking



## Required Submission Materials

- Section 4.1
  - Submittal Cover Sheet (Exhibit B)
  - Waiver & Release (Exhibit C)
  - One signed proposal
    - 60 pages maximum, not including:
      - Section 4.2.I Financial Statements
      - Section 4.2.J Safety, Security & Emergency Procedures



## RFQ Process Steps and Key Dates

## **Parking Operator 2021**

Required Registration	June 11 by 5:00 pm
Last day for questions	June 11 by 3:00 pm
Last day for addenda	June 16, 2021
Submission Due	June 22, 2021 by 3:00 pm bids@ccdcboise.com
Evaluations   References	June 23 – July 12, 2021
Interviews (if elected) via Zoom	July 19 - 22
CCDC Board Meeting	August 9, 2021
New Contract begins	October 1, 2021



## **Questions?**

Email to:

kwanner@ccdcboise.com



#### QUESTIONS / ANSWERS RECEIVED AS OF JUNE 7, 2021

Who is currently under contract as the operator?

**Answer:** The Car Park (TCP)

Who is the vendor or brand of LPR deployed for enforcement?

**Answer:** The Car Park owns their own LPR vehicle. It is equipped with AutoVu SharpX CITY dual cameras. The software is provided by Genetec.

Who currently monitors the LPR cameras?

**Answer:** TCP parking enforcement officers operate the vehicle and violations are issued via TCP's proprietary software, SideKick.

Who is the vendor for enforcement or does the City enforce?

**Answer:** The Car Park

Can the operator outsource a security company?

**Answer:** The Car Park outsources to Securitas for the interior (6) and Albatross security for 11th & Front Garage (this garage is jointly owned by BVA and CCDC)

Is security for just overnight or 24/7 for all of the garages?

**Answer:** Security is for overnight. 7pm to 4am. 7 days per week, 365 days per year.

Is a vehicle required by the City for the operation and management of the garages? Is this a reimbursable expense?

**Answer:** A vehicle is not required by the city. All of The Car Park's expenses are reimbursable. Currently, CCDC pays for 25% of the operating/start-up costs of the LPR vehicle, approximately \$275 per month per garage. The Car Park assumes the cost of the remaining 75% of operating costs for other private lots TCP operates.

When were the gates purchased for each of the garages?

**Answer:** The Scheidt & Bachmann equipment was installed in 2014, and the Amano-McGann equipment was installed with the completion of the 11<sup>th</sup> & Front Garage in early 2018.

How many ingress and egress lanes for each of the garages? How many pedestrians' entrances and skyway access points, if any, are in each garage? How many elevator banks are in each garage?

Answer: Please see Parking Operator Pre-Proposal Presentation for details on each garage.

Are all garages operational 24/7/365?

Answer: Yes

Will CCDC consider allowing the operator to recommend/decide on the number of designated monthly spaces and those for transient use?

**Answer:** CCDC currently allows the operator to propose monthly/transient allotments, as well as oversell percentages for each garage.

Is it possible to get the Capitol and Front data? I missed the slide in the meeting.

**Answer:** The Capitol and Front garage data was not included in the presentation. It is currently under contract to be sold this summer, and as such we do not expect it to be part of the next operator contract.

Can the CCDC describe the service requirements currently in use for security?

**Answer:** The operational security of the ParkBOI system is the responsibility of the operator and the selected operator will be required to develop the scope of work for the security company. Please note that the City of Boise Code requires licensing for private security services (Title 3, Chapter 12).

Some of the security requirements required by the current operator are: uniformed attendants, background checks, mobile phone access for emergencies, site supervisor, minimum staffing requirements of one roving officer Sunday – Wednesday, two on Thursday, and three on Friday and Saturday; background checks; requirements that meet and/or exceed City of Boise Code for private security; and bicycle safety certification.



## ADDENDUM NO. 2 | Issued June 16, 2021

To the RFQ: Parking Operator 2021

1.	List of Documents Added by this Addendum No.2	No. of Pages
	Questions / Answers	2
	Copy of 2016 Parking Operator Agreement	82
	FY2019 Financial Statements	13
	FY2020 Financial Statements	13

END OF ADDENDUM NO. 2

## RFQ: PARKING OPERATOR 2021 Addendum No. 2 - Issued June 16, 2021

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	Where is the current parking system office located?	Boise, Idaho

## RFQ: PARKING OPERATOR 2021 Addendum No. 2 - Issued June 16, 2021

QUESTIONS	ANSWERS
Please provide the breakdown of Reserved and Unreserved monthly parkers	There are currently 2,146 monthly general and 127 monthly reserved passes issued (not counting Capitol & Front, which is
	due to be sold)
Are the citations written by TCP enforceable through a DMV hold?	No.
Who manages the Citation processing system and collects the bailments?	TCP has its own proprietary violation processing software and hardware.
Does TCP and CCDC share the parking violation revenue?	TCP remits any and all violation revenue to CCDC, and invoices CCDC for any expenses incurred in issuing violations and
	collecting revenue.
With a closed end parking system, what are the LPR camera's on TCP's vehicle used for?	The LPR cameras are used to check for monthly parking violations as monthly parkers are required to park in certain areas of
	certain garages. They are also used to identify transient parkers with unpaid violations, gatelifters etc.
Please provide a sample of a parking violation ticket that TCP issues?	Proposers should propose their own concept for a violation ticket, either from their own proprietary software or from a 3rd
	party vendor.
Does the Car Park provide the call center or is the call center outsourced to a third party? If a third party, who is the vendor?	TCP uses its own Park On Call service.
Addendum 1 contained a question regarding if a vehicle was required. CCDC provided a response. Based on CCDC	The monthly fees do not include any start-up costs or initial capital invested by TCP. The \$275 per month covers operating
paying \$16,500 (\$275 x 5 locations x 12 months) annually as a cost of operation for the current operator's LPR vehicle	costs only and will continue until either party decides to discontinue the service. The monthly operating costs include
and equipment, this implies that the cost of the vehicle and equipment is minimum of \$66,000 per year. What is the	vehicle lease, insurance, labor, payroll taxes and benefits, PTO accrual, the ticketing system (Sidekick) supplies, advanced
period (in months) that the \$275 per month per location covers and what is the quantity and type of equipment that	swap warranty service, internet monthly fees, and all costs associated with owning a vehicle such as preventative
current operator is receiving the monthly payments for?	maintenance, gas, oil changes, and car washes.
Finance / Budget	
Is the parking operator required to hire an outside firm to perform the annual financial audits?	CCDC does not require the Car Park to have an annual audit
Would the CCDC provide the detailed P&L by property from 2019 including budget and expenses?	Please see attached financial statements for fiscal year 2019. As CCDC's fiscal year end is 9/30, the September reports reflect
	the entire year. Note that on the 11 <sup>th</sup> & Front financial statement, CCDC's ownership percent for this garage is 30.1%.
Operating budgets were provided. How did the 2020 budget compare to 2020 expenses? Did expenses exceed the	Please see attached financial statements for fiscal year 2020. As CCDC's fiscal year end is 9/30, the September reports reflect
budget?	the entire year. Note that on the 11th & Front financial statements, CCDC's ownership percent for this garage is 30.1%.
In 2020, The Car Park charged a management fee of \$85,854. In 2021, The Car park is charging a management fee of \$78,432. What is the reason for the decrease?	The 2021 management fee is actually \$89,440. The \$78k number was not updated on the FY2021 budget.
	The Performance-Based Incentive is subject to change in amount, criteria, and/or weighting; but is currently up to 5% of the
	current year management fee based upon four equally-weighted criteria: management & operations, technology, financial
CCDC share the metrics for determining the performance based incentives?	management, and community outreach.
In the 2020 and 2021 budgets provided, there is a line item for Communications. Would the CCDC provide a	Internet, Telephone and RIMS (The Car Park's proprietary accounting system)
description of what is included in communications?	
In the 2020 and 2021 budgets provided, it appears there is a decrease in personnel costs.	Staffing was reduced due to the pandemic which brought about lower parking utilization and reduced parking revenues.
1. What is the reason for the reduction in personnel costs?	Staffing level are expected to increase as parking utilization recovers to pre-pandemic levels.
2. Does CCDC anticipate moving back to staffing levels that represent the 2020 budget?	
Are all the parking funds being deposited into a CCDC bank account or the parking operators account?	For the 6 ParkBOI garages, all funds are deposited to a CCDC bank account. For the 11th & Front garage, funds are desposited to a parking operator account.
Taxes 2.6 (pg. 6) states that CCDC is exempt from Federal and State taxes. Please confirm that this only relates to items	As a government agency CCDC is tax exempt and does not pay sales tax or income tax. CCDC does not pay income tax
we purchase that are reimbursed by CCDC and has no impact on taxes associated with parking revenues?	associated with parking revenue.
Does CCDC have future CAPEX projects planned, and if so, how may the cost of the CAPEX projects factor into a cost-	CCDC manages capital projects and major repairs, including concrete repair, waterproofing, major building code upgrades,
plus management fee as described on the RFP cover page?	PARCS replacement, and other major equipment overhauls directly, so these expenditures do not impact the cost-plus
	management fee. The operator manages approximately \$200,000 - \$250,000 in R&M expenditures across the system annually.

## PARKBOI PUBLIC PARKING GARAGES BOISE, IDAHO

## PARKING OPERATIONS AGREEMENT

## CAPITAL CITY DEVELOPMENT CORPORATION AND THE CAR PARK, INC.

**OCTOBER 1, 2016** 

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Attachment 1: Central District Public Parking Management Plan

#### PARKING OPERATIONS AGREEMENT

THIS AGREEMENT is effective as of the 1st day of October, 2016, by and between the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY DEVELOPMENT CORPORATION ("Agency") and The Car Park, Inc., an Idaho corporation ("Operator"), individually referred to as a "Party" and collectively as the "Parties". Agency and Operator agree as follows:

### I. [§ 100] SUBJECT OF AGREEMENT

#### A. [§ 101] Purpose of This Agreement

The purpose of the Agreement is to effectuate the several Redevelopment Plans as described below, or as sometimes referred to as the Boise Urban Renewal Plans (the "Redevelopment Plans"), and the applicable Public Parking Management Plan (the "Parking Management Plan") by providing for the operation of public parking facilities (the "Parking System" or "System") included within the boundaries of the Redevelopment Area Projects (the "Project Areas").

The operation of the Parking System, pursuant to this Agreement and the fulfillment generally of this Agreement, is in the vital and best interests of the City of Boise, Idaho (the "City"), and the health, safety, and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements.

### **B.** [§ 102] Redevelopment Plans

This Agreement is subject to the provisions of the Redevelopment Plans, as follows:

- 1. 2007 Amended and Restated Boise Central District Urban Renewal Project 1, Idaho R-4, and Project II, Idaho R-5 (the "Central District Plan") as adopted by Agency and approved by the Boise City Council on June 26, 2007; and
- 2. 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") as adopted by Agency and approved by the Boise City Council effective November 30, 2004; and

- 3. Westside Downtown Urban Renewal Project (the "Westside Plan") as adopted by Agency and approved by the Boise City Council on December 4, 2001; and
- 4. 30<sup>th</sup> Street Area Plan (the "30<sup>th</sup> Street Plan") as adopted by Agency and approved by the Boise City Council on December 4, 2012, as they may be subsequently amended, which are incorporated herein by reference and made a part hereof as though fully set forth herein.

Collectively all four plans are referred to as the "Redevelopment Plans," with the individual plans referred to as the Central District Plan, the River Myrtle-Old Boise Plan, the Westside Plan, and the 30<sup>th</sup> Street Plan.

### C. [§ 103] Project Areas

The Central District Project Area, River Myrtle-Old Boise Project Area, Westside Project Area, and 30<sup>th</sup> Street Project Area collectively constitute the Project Areas.

The Project Areas are located in the City of Boise, Idaho, and the exact boundaries thereof are specifically described in the Redevelopment Plans. A map of the Project Areas and the existing parking garages in the System are attached as **Exhibit A**.

### D. [§ 104] Public Parking Management Plan

This Agreement is subject to the provisions of the Central District Public Parking Management Plan, as originally adopted by Agency in August 1988, as amended through December 2004 and as it may be subsequently amended, incorporated herein by reference and made a part hereof as though fully set forth herein as **Attachment 1** (the "Public Parking Management Plan"). In case of any inconsistencies between this Agreement and the Public Parking Management Plan, the terms of this Agreement shall govern.

#### E. [§ 105] Parking System

The Parking System means those public parking garages and other parking facilities listed in the Description of the Parking System in **Exhibit B** ("Parking Facilities") attached hereto and incorporated herein by reference. The terms of this Agreement shall apply to each of the Parking Facilities described in Exhibit B unless otherwise specified. The term Parking System or System used hereafter shall refer to any of the Parking Facilities described in **Exhibit B**, unless otherwise specified. For convenience in this Agreement, the term parking garage refers to one type of parking facility that may be included in the System.

Agency may close, dispose of, acquire, or construct other parking garages and parking facilities such as but not limited to surface parking lots, which Agency may determine in its sole discretion should be added to or deleted from the System. Any such parking facility added to the System shall be operated under the terms and conditions of

this Agreement, and amendments to this Agreement shall be completed to reflect the addition of such parking facility, which amendments shall include appropriate negotiated adjustments to Operator's compensation. Agency shall provide Operator ninety (90) days' written notice of any such addition to the System. Likewise, should any of the parking facilities be closed, inoperable, untenable, or disposed of, amendments to this Agreement shall be completed to reflect the deletion, which amendments shall include appropriate negotiated adjustments to Operator's compensation.

Such parking facilities may be located outside the Project Areas described under the Redevelopment Plans but under the jurisdiction of Agency. Agency retains all of its rights and privileges to access the System at any time.

### F. [§ 107] Parties to This Agreement

#### 1. [§ 108] Agency

Agency is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho (Chapter 20, Title 50, Idaho Code). The office of Agency is located at 121 N. 9<sup>th</sup> Street, Suite 501, Boise, Idaho, 83702-5804. "Agency," as used in this Agreement, includes the Urban Renewal Agency of Boise City, Idaho, a/k/a the Capital City Development Corporation, and any assignee of or successor to its rights, powers, and responsibilities.

## 2. [§ 109] Operator

Operator, The Car Park Inc., is headquartered at 702 West Idaho Street, Suite 650, Boise, Idaho 83702. Operator is an Idaho corporation. Operator shall staff a local operating business office for purposes of operation of the Parking System and contact and communication with Agency, parking customers and the general public, as further described in Section 301 of this Agreement.

#### II. [§ 200] TERM, CANCELLATION, AND RENEWAL

The initial term of this Agreement shall commence October 1, 2016, and continue through September 30, 2017.

Agency shall have, in its sole discretion, the option to renew and extend the terms of this Agreement for four one-year increments, renewable each year; such extended term to begin upon the expiration of the term of this Agreement, and all terms, covenants, and provisions of this Agreement shall apply to such extended term. If Agency shall elect to exercise such option, it shall do so not later than thirty (30) days prior to the expiration of the Agreement.

Operator agrees that by entering into this Agreement, it obtains no additional rights or privileges in the future regarding the operation of the Parking System and agrees that Agency has not waived or abrogated any power or discretion it has regarding the operation of the System upon termination of this Agreement. Non-enforcement of any condition or obligation of this Agreement by Agency shall not be considered a waiver of any other condition or obligation imposed by this Agreement.

Further, either Agency or Operator may cancel this Agreement at any time by providing a written notice of cancellation one hundred and twenty (120) days prior to cancellation. Prior to the termination or cancellation of the Agreement, Operator agrees to assist Agency with the orderly transition of the responsibilities for operation and maintenance of the System to ensure a seamless transition to a replacement operator. If necessary, Operator agrees to provide such services after the effective date of the termination or cancellation of the Agreement for compensation to be negotiated, in good faith, by the Parties, which shall in no event be an amount above the total sum paid to Operator in the thirty (30) day period prior to the effective date of the termination or cancellation for Operator's management fee.

## III. [§ 300] <u>OPERATIONS</u>

### A. [§ 301] Operations in General

Operator agrees to manage and operate the Parking System in a professional, economical and businesslike manner, satisfactory at all times to Agency. Operator agrees to accomplish the following unless otherwise directed by Agency.

- 1. Maintain and staff a business and permit sales office ("Parking System Office") in a location approved by Agency.
- 2. Employ parking staff (e.g. cashiers, supervisory staff, management staff and office administrative staff) and perform associated responsibilities including but not limited to employee recruitment, orientation, training, evaluation and discipline.
- 3. Provide on-going customer service in a friendly and professional manner, tracking and resolving any and all customer service related issues.
- 4. Use Operator's best efforts in every proper manner to maintain and develop the customer base of the System.
- 5. Perform cashiering and daily, weekly, and monthly auditing and reconciliation.

- 6. Provide bookkeeping and accounting functions such that gross revenues and expenses are individually computed for each Parking Facility listed in **Exhibit B** to this Agreement and as more fully described in Section 606 of this Agreement.
- 7. Contract with monthly parkers, and bill and collect payment for monthly parking in accordance with such contracts in compliance with all applicable Internal Revenue Service ("IRS") regulations.
- 8. Sell parking validations to those entitled allowed to purchase and use validations and honor said validations in accordance with the validation program established by Agency. The existing validation program is described in the Parking Management Plans. Agency may modify the validation program in the future at its sole discretion.
- 8. Track revenues associated with the "First Hour Free" program, the cinema validation program, and other such programs as requested by Agency.
- 9. Ensure that customers of the Parking System pay the proper amount for parking and are not permitted to park free of charge except upon express direction of Agency or in compliance with the Parking Management Plan.
- 10. Pursue payment and collect parking revenues from past due accounts and unpaid fines, fees, and other charges consistent with Agency's collections policy and the target for collections established by Agency and Operator in accordance with Section 302.
- 11. Conduct valet parking in the Parking Facilities only with the express authorization of Agency.
- 12. Pay the actual costs for all utilities, including charges for telephones and cellphones, gas, water, electricity, sewer, and trash collection.
- 13. Perform routine maintenance of and repairs to the Parking Facilities in accordance with Section 306.
- 14. Maintain all Parking System operating equipment and implement a preventative equipment maintenance program in accordance with Section 306.

- 15. Provide operational and maintenance supplies as are reasonably necessary to operate the Parking System.
- 16. Propose a customer service amenities program offering such services as: vehicle location assistance, vehicle lock-out assistance, tire inflation, etc. Implement those services approved and included in the Parking System budget by Agency.
- 17. Coordinate the operation of the Parking Facilities with public works contractors and tradespeople hired by Agency to perform work on a specific Parking Facility or to the System. Assist with such tasks as creating temporary construction and storage areas, routing of garage traffic, and the shut down and activation of Parking Facility systems.
- 18. Be knowledgeable regarding federal, state and local regulations that apply to the operation, maintenance and repair of a public parking system including but not limited to building and safety regulations and inspection requirements, environmental regulations and procurement regulations and policies. Conduct operations of the Parking System so they comply with applicable federal, state and local regulations.
- 19. Assist with the development of necessary operating policies and procedures. Implement policies and procedures approved by Agency.
- 20. Provide daily, monthly, and annual operations and financial reports.
- 21. Track parking-related statistics for all Parking Facilities (e.g., parking occupancies, durations, ticket data, allocations, revenues, expenses, and customer service, maintenance, and safety/security activities).
- 22. Provide parking management advice as necessary concerning operations, pricing, marketing, customer surveys, etc. Implement marketing programs approved and included in the Parking System budget by Agency.
- 23. Contract security services for the Parking System.
- 24. Cooperate with towing companies authorized by Agency to remove or relocate vehicles parked in a Parking Facility. Obtain approval from Agency for Operator's use of any towing company to remove or relocate vehicles in a Parking Facility. Ensure that

removal or relocation of vehicles parked in a Parking Facility by someone other than the vehicle's driver is only done by a towing company approved by Agency.

Prior to execution, Operator shall submit to Agency for review any contract with an independent contractor to supply the services enumerated in this Section 301, which has a contract value of more than \$3,000, including but not limited to staffing; accounting and reporting; cleaning, maintenance and repair; collections, security, marketing and customer surveys. Agency shall have the right to approve the contractor selected by Operator to provide these services, which approval shall not be unreasonably withheld. In contracting for such services, Operator shall comply with applicable state and local procurement requirements as stated in Section 315.

Operator shall not engage in any other business in any part of the Parking System or the Parking Facilities other than to provide additional services such as activating inoperative vehicles as requested by a customer of the System or similar parking customer services, which services have been approved by Agency by a written letter of approval. Operator shall provide to Agency a list of all costs for such approved, additional services, and these costs shall be approved by Agency by written letter of approval prior to the imposition of said costs for such services.

Operator shall report to Agency any and all damages or vandalism to any of the Parking Facilities and any and all claims for loss or damage to vehicles utilizing any Parking Facility, it being understood that Operator assumes full responsibility for processing and settling all such claims for loss or damage to vehicles utilizing any Parking Facility. Operator shall also notify Agency in writing of any and all claims identified or filed against Operator and/or Agency, immediately upon discovery of any such claim.

#### B. [§ 302] Operational Objectives and Standards

Operator shall be responsible for the day-to-day operation of the Parking System in a manner that ensures the safe, attractive, clean, and customer-friendly operation of the System.

Annually, during the budgetary process described in Section 608 of this Agreement, Agency and Operator shall agree upon a program of objectives and operational standards ("Parking System Annual Program" or "Annual Program") for the following fiscal year which shall address: how the System is to be operated, maintained and marketed; customer service; technology upgrades; capital investments, etc. The Annual Program shall include Agency's collections policy and a target for collection of past due accounts and unpaid fines, fees, and other charges established by Agency and Operator.

Operator shall submit its proposal for the Annual Program by May 1, 2017 for Agency's 2018 fiscal year, and similarly in 2018, 2019 and 2020, if Agency exercises the

extensions provided in this Agreement. Agency and Operator shall prepare the final Annual Program, guided by the provisions of Agency's Parking Management Plan and the operational standards mutually acceptable to Agency and Operator. Agency and Operator may also refer to the National Parking Association's (NPA) Parking Garage Maintenance Manual or any other compilation of standards deemed useful by Agency and Operator. The final Annual Program shall be reduced to writing and made a part of Agency's overall budget for the subsequent year. Operator acknowledges that the Annual Program described herein shall be effective only when included within Agency's overall budget.

The proposed Annual Program shall also include a description of the employee orientation and training program and customer service assessment and improvement program that Operator intends to implement as part of the budget proposed for the upcoming fiscal year ("Annual Employee Training and Customer Service Programs"). The Annual Employee Training and Customer Service Programs shall include, but not be limited to, a comprehensive customer service training program for Operator's employees and for staff supplied to operate the Parking System by any independent contractor. Operator shall submit its proposed Annual Employee Training and Customer Service Programs to Agency by December 1, 2016 for the initial term of this Agreement and by May 1 of any extension of this Agreement thereafter.

If Agency decides to amend or update the operational standards in the Parking Management Plan, Operator shall, upon Agency's request, provide feedback and suggestions concerning Agency's operational standards.

# C. [§ 303] <u>Tax Exempt Nature of Parking Facilities, Condominium</u> **Declarations, and Parking Agreements**

Operator shall operate all Parking Facilities in such a manner so as to not jeopardize the tax-exempt financing that provided for the acquisition and construction of the Parking Facilities that constitute the System. Similarly, Agency shall comply with IRS rules and regulations concerning qualified management contracts. In the event Agency's bond counsel or tax counsel determines an amendment is necessary to this Agreement to conform with the tax-exempt financing, Agency and Operator shall enter into such amendment. Several of the Parking Facilities are part of a condominium subdivision/plat. Under direction from Agency, Operator shall comply with the applicable Covenants, Conditions, and Restrictions (CCRs) of each Condominium Declaration where applicable. Several of the Parking Facilities are also governed by parking agreements with the owners, developers, or tenants of adjacent private development. Operator shall comply with those parking agreements where applicable.

# D. [§ 304] <u>Hours</u>

Operator agrees to operate the Parking Facilities on the days and during the hours established by Agency. Hours of operation may be changed from time to time by Agency

upon written notice given by Agency, and any such changes shall take effect on the dates stipulated by such notice.

### E. [§ 305] Rates Enforcement and Parking Commitments

Operator agrees to charge and collect rates for parking motor vehicles and bicycle storage that shall be established by Agency from time to time as set forth in the Parking Management Plan or otherwise approved by the CCDC Board of Commissioners. Operator agrees that Agency may change parking rates from time to time at its sole discretion. New rates established shall become effective on the dates stipulated by Agency. Operator is encouraged to, with or without any specific request, recommend to Agency changes in parking rates.

Operator shall prepare and submit to Agency for its approval a parking enforcement policy to cover parking in designated areas, extended (overtime) parking, and the prevention of unauthorized parking. Agency may also direct Operator to enforce parking policies applicable to street level, surface parking spaces under the jurisdiction and control of Agency. Such action may include the issuance of parking violations for violating Agency's parking regulations.

Operator shall obtain the written approval of Agency prior to establishing the maximum number of monthly parkers in each Parking Facility and prior to entering into any multiple parking space rental agreement. Operator shall obtain the written approval of Agency prior to entering into any rental agreement for group parking or multi-user parking. Any such rental agreement shall be in compliance with any applicable IRS regulations concerning private use and shall not jeopardize the tax exempt nature of Agency's financing referenced above. Operator shall obtain the written approval of Agency prior to entering into any rental agreement involving an entity in which Operator has an interest, direct or indirect.

#### F. [§ 306] Maintenance, Repair and Inspection Obligations of Operator

Operator shall be responsible for the day-to-day maintenance and repair of the Parking System in a manner that ensures the cleanliness, safety, and attractiveness of all the System. Such services shall include, but not be limited to, cleaning, painting, striping, trash removal, snow removal, cleaning elevator lobbies and cabs, and cleaning stairwells and landings; minor maintenance and repair to the structure, plumbing, electrical, lighting, air ventilation and heating systems; and maintenance and repair to parking access and revenue control system ("PARCS") equipment not requiring a manufacturer's authorized technician ("Routine Maintenance and Repair"). Minor maintenance and repair is defined as maintenance and repair costing less than \$3,000 per occurrence ("Minor Maintenance and Repair"). For maintenance and repair costing more than \$3,000 per occurrence, Operator shall contact Agency for further instruction and authorization.

Operator further agrees to maintain the System, the equipment provided by Agency, and all parts thereof, in good condition and repair and in as safe condition as its operation will reasonably permit, and make all repairs thereto that may be reasonably necessary for this purpose including, but not limited to, the following:

- 1. Maintain all signage, pavement markings, curbs, bumper guards, and wheel blocks.
- 2. Maintain all PARCS equipment including all gates, barricades, ticket spitters, ticket and monthly access card readers or other hourly, hotel or monthly customer access devices, fee displays, fee computers, etc., subject to 4. below.
- 3. Maintain the power sweeper, Tennant T20 Industrial Rider floor scrubber, and light duty truck assigned by Agency to the Parking System, and provide power sweeping and scrubbing services to other public facilities and spaces as Agency directs, subject to 4. below.
- 4. Where an equipment warranty requires maintenance and/or repair by a manufacturer's authorized technician, Operator shall obtain services from an authorized technician. When a piece of equipment subject to warranty malfunctions or breaks down, and an authorized technician is not expected to be available within a time defined by Agency as reasonable, Operator shall notify and consult with Agency.
- 5. Maintain the Parking Facilities and Parking System Office ("Premises") in a clean, presentable condition and not allow dirt, paper, or trash of any kind to accumulate in or upon the Premises; and remove snow, ice, and other obstructions from the Premises and from adjacent driveways and sidewalks if parking customers use said surfaces. Snow and debris removed shall not be placed upon the public ways or any portion thereof.
- 6. Maintain and keep in good working order all electrified and nonelectrified directional, informational, and advertising signs located within, on the exterior of, or associated with the Parking Facilities.
- 7. Maintain and keep in good working order all elevators. Arrange for annual inspection of elevators. Maintain records of inspections and provide copies to Agency if requested to do so.
- 8. Maintain and keep in good working order all fire extinguishers and fire suppression systems. Arrange for annual inspection of fire

extinguishers and fire suppression systems. Maintain records of inspections and provide copies to Agency if requested to do so.

9. Maintain lights on the interior and exterior of the Parking Facilities.

Agency shall use maintenance standards of the NPA Maintenance Manual, or other recognized parking industry maintenance standards acceptable to Agency and Operator, as a guide in monitoring Operator's performance.

Prior to execution, Operator shall submit to Agency for review any contract with an independent contractor to supply the services enumerated in the Section 306, which has a contract value of more than \$3,000, including but not limited to repair, maintenance and inspection services and public works construction. Agency shall have the right to approve the contractor selected by Operator to provide these services, which approval shall not be unreasonably withheld. In contracting for such services and public works construction, Operator shall comply with applicable state and local procurement requirements as stated in Section 315 in this Agreement.

Operator shall carry out all regular and daily maintenance duties and responsibilities through a designated maintenance person with either a maintenance crew staffed by Operator or an independent maintenance contractor. If Operator determines to contract out its maintenance responsibilities, Operator agrees to notify Agency prior to negotiation or execution of any agreement in order to determine whether such activities are subject to the competitive bidding requirements of the Purchasing by Political Subdivisions Act, Chapter 28, Title 67, Idaho Code, and Agency's Procurement Policy.

Operator shall comply with procurement requirements in the Idaho Code that apply to Agency whenever Agency funds are being used either directly or indirectly for procurement of public works construction, personal property, personal or professional services, and services from design professionals, professional land surveyors and construction managers.

In the event that Operator shall fail to comply with any of the aforementioned obligations, Agency may, after forty-eight (48) hours' written notice to comply, in addition to other remedies set forth herein, enter upon the Premises and take all steps necessary to ensure compliance with the above obligations. All work, labor, and materials shall be charged to and paid for by Operator, plus a reasonable amount for the overhead of Agency, and such cost shall not be a reimbursable operational expense under Sections 604 and 605 of this Agreement.

#### **G.** [§ 307] Finance Procedure

As soon as practical but no later than the next banking day following receipt of any gross revenues, Operator shall deposit said gross revenue in an account of and to the credit of Agency, in such bank or other depository as Agency shall approve. After

deposit, such monies shall be under the complete control of Agency. Agency shall approve the manner in which deposits are made, provided Operator shall be responsible for all such monies up to the time of deposit. Monies payable by Operator to Agency shall include and reflect adjustments for any and all cashier shortages, overages, undercharges, uncollected parking fees, and dishonored checks. Any such shortages, undercharges, uncollected fees, and dishonored checks shall be included in gross revenues. Operator also agrees to time stamp transient parking tickets, to make and collect parking charges, and to prepare and transmit daily reports in the manner and form designated by Agency.

By the 15<sup>th</sup> of each month Operator shall prepare and submit final monthly profit and loss statements as well as any incidental financial or operating statements as deemed necessary by Agency or as the normal course of operation shall dictate.

All source records of gross revenues, which shall include but not be limited to parking tickets, cash register tapes, shift reports, master reports, daily revenue reports, whether computer generated or manually generated, shall be kept by Operator at all times. These records are owned by Agency but shall be maintained by Operator for one year from the date the annual financial report is delivered to and accepted by Agency. At the end of the one-year period, these records shall be delivered to Agency for further disposition. Agency shall provide and maintain such storage facilities as necessary to facilitate the storage of the above records and shall provide reasonable access to such facilities. All databases for such purpose shall be maintained by Operator. Operator shall assure that adequate hard copies and data backups are done on a routine basis and stored on an approved media for a period of time requested by Agency.

Operator shall pursue payment and collect parking revenues from past due accounts and unpaid fines, fees and other charges consistent with Agency's collections policy and the target for collections established in the Annual Program as provided in Section 302.

# H. [§ 308] Performance Requirements and Assessment

Operator shall submit to Agency proposed performance measures for the initial term by November 1, 2016. Agency and Operator shall establish mutually agreed upon performance measures by November 15, 2016. Operator shall submit a written report to Agency providing an assessment of its performance relative to the agreed upon performance measures by September 1, 2017. Agency shall provide to Operator by September 15, 2017, an initial performance assessment and recommended performance objectives and improvements for the period from October 1, 2017 to September 30, 2018 (if Agency exercises its option to extend the Agreement.)

During each extension exercised by Agency, Operator shall submit a written report to Agency providing an annual assessment of its performance relative to the agreed upon performance measures by August 15. By September 15, Agency shall provide to Operator a written annual performance assessment, which shall assess:

- 1. Operator's compliance under the terms of this Agreement with specific emphasis on the requirements set forth in Sections 301, 302, 306, 307, 308, 403, 606 and 609.
- 2. Operator's performance relative to the performance measures established for the preceding twelve months.
- 3. Other items appropriate under the terms of this Agreement.

The results of this performance review inform the negotiation of the management fee and any merit increase included in Operator's budget for the subsequent fiscal year.

For the initial term, Agency and Operator shall establish mutually agreed upon annual performance measures for Operator no later than November 1, 2016. For any subsequent extensions, Agency and Operator shall establish mutually agreed upon annual performance measures for Operator no later than September 15 for the following twelve months.

During each extension exercised by Agency, Operator and Agency shall conduct an informal performance conference no later than April 1 to discuss Operator's performance including accomplishments relative to agreed-upon performance measures and operational standards and any need for performance improvements. Agency shall create a written summary of this conference, and if needed, an action plan shall be included and provided to Operator.

Operator and Agency shall conduct periodic on-site tours of the Parking Facilities as needed to identify items needing attention or improvement, and shall create by mutual agreement a checklist of action items for Operator and Agency to address.

# I. [§ 309] Alterations

Operator shall make no alterations or additions to the Premises and appurtenances without prior written consent of Agency. It is expressly agreed that all appurtenances, presently or hereafter located in and upon the Premises, whether affixed thereto or not, are and shall remain the property of Agency.

# J. [§ 310] Rebate to Operator Prohibited

It is understood that any rebate to Operator or its officers or employees of any portion of any expenditures representing an operating expense, as defined in Section 605, by any person, firm, or corporation that has provided goods or services to Operator shall be passed on to Agency or be recorded as a reduction in Operator's operating expenses.

# K. [§ 311] Authority to Contract Limited

No employee or agent of Operator shall contract directly or indirectly, either as an owner, employee, or agency, for services over and above his duties or scope of employment, except with the prior written approval of Agency.

# L. [§ 312] Damage by Operator

Operator shall pay for and repair any damage to the Parking System or the Parking System Office equipment therein caused by the negligence of its employees. Such cost and repair shall not be a reimbursable operating expense.

# M. [§ 313] Agreement Not a Tenancy

Nothing in this Agreement shall be construed as creating a tenancy between Agency and Operator, nor shall Operator be deemed to have the right of occupancy to the Parking System or the Parking System Office or any part thereof.

# N. [§ 314] Independent Contractor

The Parties agree that, except as hereinafter specified, Operator shall render services to Agency as an independent contractor and not as an employee of Agency.

# O. [§315] Procurement Requirements and Guidelines

Operator shall follow the statutory procurement requirements as set forth in Title 67, chapter 28 of the Idaho Code and procurement guidelines in Agency's Procurement Policy when procuring any goods or services.

# IV. [§ 400] PERSONNEL

# A. [§ 401] Selection and Salaries

Operator agrees to secure, furnish, train, and pay for all personnel as are reasonably necessary to be employed in the successful operation of the System. Such personnel shall include a full-time, on-site general manager ("General Manager") for the System, the selection and salary being subject to the approval of Agency Executive Director. Any and all employees of Operator, or other persons, while engaged in the performance of any work or services required by Operator under this Agreement, shall be considered employees or agents of Operator only, and not employees of Agency or have any contractual relationship with Agency. Any and all claims that may or might arise under the Worker's Compensation Act of the State of Idaho, or similar act on behalf of said employees or other persons while so engaged in any work or services provided to be rendered herein, shall be the sole obligation and responsibility of Operator.

# B. [§ 402] Equal Opportunity and Americans with Disabilities Act

All persons employed or applying for employment with Operator shall: (a) have and be entitled to the full and equal benefit of all laws and proceedings for the security of persons and properties; (b) have and be entitled to equal employment opportunities devoid and free from bias, discrimination, harassment, or intimidation because of race, color, religion, national origin, sex, sexual orientation, gender identity/expression, age, physical/mental handicap, marital status, disability, or veterans status; and (c) be subject to like punishments, penalties, licenses, and exactions of every kind.

Operator as an employer is hereby required to provide equal employment opportunities to the end that all Operator employees shall be recruited, appointed, assigned, and promoted solely upon the basis of a bona fide occupational qualification and individual merit and free from bias, discrimination, harassment or intimidation on account of race, color, religion, national origin, sex, sexual orientation, gender identity/expression, age, physical/mental handicap, disability, or veterans status.

Operator shall also be familiar with and adhere to the specific provision of the Americans with Disabilities Act of 1990 relating to Title I - Employment and Title II - Public Services. Additionally, Operator will ensure that any suppliers or subcontractors functioning under this Agreement shall also be in compliance with the aforementioned Titles.

## C. [§ 403] Personnel Guidelines

Operator further agrees to:

- 1. Select staff with attention to meeting the objectives and standards set by Agency for the Parking System.
- 2. Provide an on-going comprehensive orientation and training program for its employees assigned to the System, and for any staff supplied by an independent contractor for operation of the System. Such program shall be submitted in writing to Agency no later than the time set forth in Section 302 of this Agreement.
- 3. Establish a performance review process for staff which includes, at a minimum, setting annual performance goals, an annual performance assessment and periodic feedback on how staff is meeting its performance goals.
- 4. Educate staff as to the objectives and standards contained in the Annual Program for the System, and include how staff performs relative to these objectives and standards in staff performance reviews.

- 5. Maintain a close watch over attendants to ensure that they discharge their duties in a safe, courteous, and efficient manner and maintain a high standard of safety and service to the public.
- 6. Ensure attendants shall wear appropriate uniforms and present a neat and clean appearance at all times. Operator shall obtain approval from Agency as to color and design of the uniforms. Uniforms shall use the logo established by Agency for the Parking System and not Operator's logo.
- 7. Supervise and train personnel to provide friendly customer service to all users of the System and visitors to the Parking Facilities and Parking System Office.
- 8. Ensure staff furnishes customer service on a fair, equal, and non-discriminatory basis to all users of the Parking System.

# V. [§ 500] <u>MAINTENANCE OBLIGATIONS OF AGENCY</u>

Operator agrees to maintain and pay for Routine Maintenance and Repair of the Parking Facilities as described in Sections 301 and 306. Agency is responsible for repairs determined by Agency to be beyond the scope of Routine Maintenance and Repair, and for capital investments in the Parking System ("Major Repair and Capital Investments"). Operator shall cooperate with Agency during major repair, and construction and/or installation of capital investments in the Parking System. Agency and Operator shall establish definitions for routine maintenance and repair in contrast to major repair and capital investments.

# VI. [§ 600] PAYMENTS TO OPERATOR, BUDGET, ANNUAL REPORTS, BOOKS, AND RECORDS

## A. [§ 601] <u>Fees and Insurance Costs</u>

#### 1. [§ 602] Fee for the System

Agency shall pay to Operator an annual management fee as stated in <u>Exhibit C</u>. This fee shall be divided over twelve equal monthly installments. The amount of the fee for Agency's subsequent fiscal years i.e., FY 2018, 2019, 2020 and 2021 (if Agency exercises its option to extend the Agreement) shall be negotiated each year prior to Agency's approval of its subsequent fiscal year's annual operating budget.

At the conclusion of the initial term and any one-year extension exercised by Agency, Operator shall be eligible for a performance bonus ranging from 0-5% of the management fee for the fiscal year just ending. The performance bonus percentage shall

be based on Operator's annual performance review for the fiscal year just ending. The performance review shall be based on performance measures previously established by Agency and Operator and shall be conducted as described in Section 308 of this Agreement. Agency shall pay Operator's performance bonus in a lump sum payment no later than September 30 of the fiscal year just ending. Agency's fiscal year is October 1 – September 30.

The fee is intended to cover all administrative costs and expenses incurred by Operator as well as any and all operating expenses not defined as reimbursable operating expenses in Section 605 and not defined as indirect costs in Section 606 of the Agreement. Notwithstanding the provisions of **Exhibit C** to this Agreement, Operator's management fee shall be subject to written approval by Agency bond counsel and/or tax counsel.

Agency shall reimburse Operator an annual amount for insurance costs for coverages required in Section 700 et al (except for the fidelity bond and the performance bond described in Section 702 of this Agreement). The annual amount shall be stated in Operator's approved annual operating budget, which is shown in **Exhibit C** attached hereto and incorporated herein by this reference. The amount for the initial term of this Agreement is shown in **Exhibit C**. The amount of insurance costs for subsequent years shall be negotiated each year prior to Agency's approval of its subsequent year's annual operating budget.

# B. [§ 603] Operating Expenses

# 1. [§ 604] Reimbursement for Operating Expenses

Operator shall pay all operating expenses as they come due.

Agency shall reimburse Operator for its monthly cost of operation in the following manner: Operator will deliver to Agency on or before the fifteenth (15th) day of the following month the financial reports and costs to operate the System. Reports shall be in a format and at a level of detail acceptable to Agency, with supporting documentation as required by Agency. Costs shall only include items defined in direct and indirect operating expenses in Sections 605 and 606, and as further defined in Operator's approved annual operating budget. Agency will reimburse Operator within fifteen (15) days following receipt and acceptance of the financial reports for the balance due and owing to Operator.

# 2. [§ 605] Operating Expenses Defined

"Operating Expenses," as defined in this section, means and is limited to the cost of:

• Salary of General Manager;

- Salaries of employees working in the System;
- Social Security and Medicare taxes;
- Unemployment taxes;
- Workers' Compensation and Employer's Liability insurance;
- Operator's portion of Medical/Dental/Vision premium payments for employees
- Pension plans (if applicable);
- Uniforms and laundry;
- Office supplies;
- Office space rental;
- Advertising, marketing, and promotion, as approved in advance by Agency;
- Routine Maintenance and Repair (as described in Section 306);
- Operational supplies required to operate the Parking System (including, but not limited to, tickets, hang-tags, access cards and other customer access devices; permits, validation stamps, etc.);
- Recruiting employees and employee orientation and training;
- Sweeping, cleaning, and trash removal;
- Snow removal:
- Purchasing signs (when approved in advance by Agency);
- Utilities (including telephone, cellphones, gas, water, electricity, sewer, and trash collection)
- Routine elevator maintenance contracts and monthly fees for elevator telephones, security systems, and fire alarms;
- Annual inspection of fire extinguishers, fire suppression systems and elevators; and

• Premiums for insurance coverage required under Section 700 et al of this Agreement (except for the fidelity bond and the performance bond described in Section 702 of this agreement).

Agency may, from time to time through the term of this Agreement and any extensions thereof, directly provide reimbursable goods or services that are included in the budget or were previously approved by Agency in writing, and which Agency determines would be best provided by Agency directly.

Notwithstanding the foregoing, unless Operator is notified in writing by Agency that the operating expense associated with the purchase or performance of certain goods or services will be incurred by Agency, all operating expenses shall be reimbursed by Agency to Operator at Operator's cost without mark-up. By the 15<sup>th</sup> of each month, Operator shall submit a monthly expense invoice, certified by an officer of Operator. Agency staff have the right to use such methods as they deem necessary and appropriate to verify amounts claimed on expense invoices.

#### 3. [§ 606] Accounting for Direct and Indirect Operating Expenses

Operator shall keep specific records and accounts for those operating expenses directly related to the operation of each Parking Facilities in the System. For those operating expenses indirectly related to the operation of each Parking Facility, which expenses are associated with operation of the entire System, Operator shall report those expenses by budget category. All expenses are to be passed through at the actual costs incurred. Expenses may not be "marked up."

#### C. [§ 607] Taxes

It is the intention of Agency and Operator that the System and its operation be exempt from taxation. In the event that any unit of government having taxing authority establishes its right to tax the System or its operation, then, and in that event, all taxes which are assessed shall be considered operating expenses within the meaning of Section 605.

#### D. [§ 608] <u>Budget</u>

For the initial term of this Agreement, the operating budget, management fee, and merit increase for Operator shall be as shown in **Exhibit C**.

Thereafter, if Agency exercises the extensions provided for in this Agreement, Operator shall prepare an annual operating budget, by Parking Facility, and submit same to Agency by June 1 for Agency's next Fiscal Year commencing October 1. (Operator shall also prepare an Annual Program as described in Section 302 and submit same to Agency by May 1.) As set forth under the Idaho Urban Renewal Law, Agency's fiscal year commences each October 1<sup>st</sup> and ends each September 30<sup>th</sup>.

After submittal of the budget, Agency and Operator shall meet for the purpose of reviewing the budget and for inclusion of the budget described in this section in Agency's overall budget. (The Annual Program shall also be included in Agency's overall budget as described in Section 302.) Operator acknowledges that the Annual Operating Budget described herein shall be effective only when included within Agency's overall budget.

# E. [§ 609] Accounts, Reports, and Audits

Operator shall prepare and submit monthly profit and loss statements as well as any incidental financial or operating statements as deemed necessary by Agency or as the normal course of operation shall dictate. Such statements shall clearly delineate between direct and indirect costs of operation attributable to the System and any costs incurred by Operator for managing other properties for which Operator is responsible.

Operator shall keep, through the entire term of this Agreement or any extension thereof, all books of account and records customarily used in this type of operation and as from time to time may be required by Agency, in accordance with generally accepted governmental accounting principles (GAAP). Operator shall keep all financial records and other records described in this Agreement in a manner and format acceptable to Agency. Agency, at all times throughout the term of this Agreement shall have the right to inspect, audit, and examine during normal working hours all such records and books of account relating to Operator's operation hereunder, provided that Operator shall not be required to retain such books of account and records for more than one (1) year from the date Operator's annual financial report is delivered to and accepted by Agency. At the end of the one- year period, the related books of account and records shall be delivered to Agency for further disposition. The books of account and records shall reflect, but not be limited to, daily volume of parking and income and expense accounts per Parking Facility.

Such books, accounts, and statements shall also be subject to inspection under the provisions of Section 920 of this Agreement. Agency shall conduct an annual audit of the System operations. Operator agrees to provide Agency's auditors such information as may be needed to conduct such annual audit and to cooperate fully with Agency's auditors.

In addition, Operator shall make its records available to Agency at any time requested for inspection and review so that Agency staff may conduct internal audit review and testing, including but not limited to:

- 1. Proper internal control procedures in compliance with GAAP are in place;
- 2. Stated internal control procedures are consistently followed;
- 3. Accounting records are complete and accurate; and

4. Reported activity and balances can be verified with supporting documentation.

Finally, Agency may, at its discretion, have an independent audit conducted of Operator. If this audit should identify known or projected misstatements or errors of a material amount (exceeding 5% of annual revenue), Operator shall be required to reimburse Agency for the error and for 50% of the audit fees. Should the audit uncover fraud or other misconduct in any amount, Operator shall be required to reimburse Agency for the amount and 100% of the audit fees.

# VII. [§ 700] <u>INDEMNITY, INSURANCE, AND BONDS</u>

## A. [§ 701] Property Damage or Injury Indemnification

Operator covenants and agrees to pay, subject to all provisions of this Agreement, all damages for injuries to real or personal property or bodily and personal injury or death to the extent caused by any intentional or negligent act, misconduct or other fault, or any omission to act of Operator or any servant, agent, or employee of Operator in connection with the operation of the System under this agreement. Operator covenants and agrees to defend, indemnify, and hold Agency harmless against all liabilities, losses, costs, damages, expenses, causes of action, suits, claims, demands, and judgments of any kind or nature whatsoever that may in any way come against Agency for or on account of personal injuries or death, and damage to real or personal property or to the loss of any personal property to the extent the same are caused or claimed to have been caused by Operator or any servant, agent or employee of Operator, including court and stenographic costs and an amount in reimbursement of reasonable attorney fees, but only to the extent same are caused or claimed to have been caused by negligence, misconduct, or other fault of Operator, its servants, agents, or employees; provided however, that Operator shall have no obligation to indemnify and hold Agency and its respective officers, agents, or employees, harmless from and against any matter to the extent it arises from the act of negligence or willful act of Agency or its respective officers, agents, or employees.

In case any action or proceeding is brought against Agency or its respective officers, agents, or employees, by reason of any such claim, Operator, upon written notice from Agency, shall, at Operator's expense, resist or defend such action or proceeding.

The limits of insurance required under this Agreement shall not be deemed a limitation of the covenants to indemnify, defend, and hold Agency harmless.

# B. [§ 702] Fidelity and Performance Bonds

Operator agrees to furnish a fidelity bond held by a company approved by Agency, indemnifying Agency against any dishonest acts of Operator or any of its

employees, individual or in collusion with others, which bond shall be in the amount of not less than \$100,000 for all employees.

Operator agrees to provide a performance bond approved by Agency or a cash deposit in the amount of \$100,000, conditioned upon the full faithful performance by Operator of each and all of the covenants and agreements and undertakings set forth in the Agreement.

# C. [§ 703] Insurance

Operator shall procure and maintain continuously in effect, during the term of this Agreement, policies of insurance of the kind and amount, as follows:

- 1. Worker's compensation coverage and employer's liability coverage as required by Idaho law.
- 2. Commercial general liability insurance, in minimum amounts of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate combined single limit for personal injury, including death, and for property damage. Coverages thereunder shall include premises liability, System and operations liability, contractual liability, personal injury, owner's and contractors' protection, elevator liability, products, and completed operations coverage.

Such insurance shall provide that Agency is a named additional insured and that the policy may not be canceled without thirty (30) days' notice to Agency.

- 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 Agency, including its respective officers, agents, or employees, as additional insureds.
- 4. Robbery and holdup insurance (inside and outside) with \$5,000 limit per occurrence.

The foregoing insurance coverage, to the extent such coverage is triggered and / or applicable, shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. Operator's General and Automobile Liability Insurance policies shall contain a Cross-Liability or Severability of Interest clause. The fact that Operator has obtained the insurance required in this Section shall in no manner lessen or affect Operator's other obligations or liabilities set forth in the Agreement.

All insurance provided by Operator under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency. Operator hereby releases Agency, including its respective officers, agents, or employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of Operator's performance under this Agreement or construction of the Development.

Agency and Operator shall consider amendments to this section in order to comply with Agency's Parking Management Plan, Parking Agreements, or bond covenants and to respond to recommendations by Agency's Insurance Consultant.

# D. [§ 704] General Insurance Requirements

All insurance required in this Section shall be taken out and maintained by insurance companies licensed in the State of Idaho with no less than an "A" rating by A.M. Best. Operator shall furnish Agency policies evidencing all such insurance or a certificate or certificates of the responsible insurers, stating that such insurance is in full force and effect. Each policy of insurance herein required shall contain a provision that the insurer shall not cancel it without giving written notice to Agency of at least thirty (30) days before the cancellation becomes effective. All policies or certificates of insurance are subject to Agency's approval.

The insurance coverage herein required may be provided by a blanket insurance policy or policies.

#### E. [§ 705] Agency Option

Agency may, at its option, provide that in lieu of the insurance requirements provided herein, it shall operate the System on a self-insurance or partially self-insured basis or may obtain the insurance itself, in which event or events Operator shall be entitled to purchase insurance providing coverage for itself for any liability which Operator may have under Idaho law and to charge the premium cost of said insurance as an operating expense under Section 605 hereof.

## F. [§ 706] Insurance Consultant

Under the provisions of Agency's bond financing covenants, Agency is required to retain an Insurance Consultant who shall review the insurance coverage of Agency to deal with, among other things, fire and peril insurance, business interruption insurance, flood insurance, and earthquake insurance. Operator agrees to use its best efforts to comply with the reasonable recommendations of the Insurance Consultant.

# VIII. [§ 800] <u>DEFAULTS, REMEDIES, TERMINATION, AND</u> ALTERNATIVE DISPUTE RESOLUTION

# A. [§ 801] Surrender of System

Upon termination of this Agreement, by lapse of time or otherwise, Operator shall surrender and turn over possession of the System to Agency in the same manner and condition as it received the System, excepting reasonable wear and tear.

# B. [§ 802] Effect of Default

It is expressly agreed between the Parties hereto that in the event any Parking Facility is deserted, vacated, or abandoned, or if Operator shall sell, assign, or pledge this Agreement except as provided herein; or if default be made in the performance of any of the covenants and agreements to be performed by Operator; or if Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations, or requirements of the federal, state, or city governments; or if Operator shall file a petition in bankruptcy or make an assignment for the benefit of creditors or take advantage of any insolvency act, Agency may elect to terminate this Agreement and the terms hereof. In the event Agency elects to terminate this Agreement because of a violation of this section, upon such termination, Operator shall compensate Agency for the loss in revenue suffered by reason of such termination.

If Operator is in default of any of the terms and conditions of this Agreement or violates any law or ordinance or rules and regulations and fails or refuses, after ten (10) days' written notice, to perform or correct conditions by which such Agreement is breached, then this Agreement shall be deemed terminated without notice or demand.

In the event of any default or breach of this Agreement by Operator, Agency, in addition to any other rights or remedies it may have, shall upon three (3) days' written notice have the immediate right of reentry. Upon exercise of the right of reentry, Agency may require Operator to remove all of Operator's property and restore the System.

Should Agency at any time terminate this Agreement for any breach, Agency may recover from Operator for any direct damages incurred by reason of such breach, including the costs of recovering the System, the loss in revenue suffered by reason of such termination, and reasonable attorney fees. In the event of such termination, Agency may withhold any future payments to Operator, on a pro-rated basis, in settling all accounts.

No payment of money by Agency to Operator after default, cancellation, or expiration of this Agreement or any extension thereof, shall reinstate, continue, or extend the term of this Agreement or affect any notice given to Operator by Agency or operate as a waiver of any right of Agency.

# C. [§ 803] Legal Actions

# 1. [§ 804] Institution of Legal Actions

In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any default, or recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement.

#### 2. [§ 805] Applicable Law

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

# 3. [§ 806] Acceptance of Service of Process

In the event that any legal action is commenced by Operator against Agency, service of process on Agency shall be made by personal service upon the Chairman of Agency or in such other manner as may be provided by law.

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

# 4. [§ 807] Alternative Dispute Resolution

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

#### D. [§ 808] 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.

Specifically, Agency retains all the rights and remedies stated herein without exception, including but not limited to recovering on the fidelity bond, performance bond, and insurance policies defined in Sections 702, 703, and 704 of this Agreement.

# E. [§ 809] Attorney Fees

In the event of any action or proceeding at law or in equity, including arbitration, between Agency and Operator to enforce any provision of this Agreement or to protect or establish any right or remedy of either Party hereunder, the unsuccessful Party to such action shall pay to the prevailing Party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing Party (including such costs and fees incurred on appeal), and if such prevailing Party shall recover judgment in any such action or proceeding, such costs, expenses, and attorney fees shall be included in and as a part of such judgment or award. The provisions of this Section 809 shall apply to any termination of this agreement and shall survive such termination.

# F. [§ 810] Choice of Law

This Agreement shall be interpreted and enforced in accordance with and governed by the laws of the State of Idaho. The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against Operator or Agency.

# IX. [§ 900] <u>MISCELLANEOUS</u>

#### A. [§ 901] Notice

All notices, demands, or other communications required to be in writing by this Agreement shall be deemed given when personally delivered, delivered by courier, or sent by certified or registered mail, postage prepaid, with proper address as indicated below. Agency and Operator may, by written notice given to each to the other, designate any address or addresses to which notices, certificates, or other communications to them shall be sent when required as contemplated by this Agreement.

Until otherwise provided by the respective Parties, all notices, certificates, or other communications to them shall be sent when required as contemplated by this Agreement. Until otherwise provided by the respective Parties, all notices, demands, and communications to each of them shall be addressed as follows:

#### To Agency:

John Brunelle, Executive Director Capital City Development Corporation 121 N. 9<sup>th</sup> Street, Suite 501 Boise, Idaho 83702-5804 208-384-4264 jbrunelle@ccdcboise.com

#### To Operator:

Jeff Wolfe, Chief Executive Officer The Car Park, Inc. 702 W. Idaho Street, Suite 650 Boise, Idaho 83702 208-336-6597 jeffwolfe@carparkusa.com Telephone numbers and E-mail addresses are for convenience and not to be used for notices required to be in writing. Informal notices and communication may be delivered in person or by telephone, U.S. Mail, courier, E-mail, or FAX. Either Party may, by written notice, change the address, telephone number, FAX number, or e-mail address listed above.

# B. [§ 902] Compliance with Laws and Ordinances

Operator agrees to operate the System in compliance with this Agreement and all laws and ordinances in effect or which may hereafter be adopted, including, but not limited to, federal law and regulation, laws of the State of Idaho and ordinances of Ada County, Boise City and Ada County Highway District.

## C. [§ 903] Rules and Regulations

Agency may, at its discretion, adopt reasonable rules and regulations relating to the operation and use of the System, and Operator agrees to abide by such rules and regulations.

#### D. [§ 904] Assignability by Operator

The rights, obligations and duties under this Agreement of Operator shall not be assigned or transferred, in whole or in part, without the prior written permission of Agency.

# E. [§ 905] Damage, Destruction, or Sale

If during the term of this Agreement all or any part of any Parking Facility which is part of the System shall be destroyed or materially damaged from any cause, Agency shall have the option to repair, replace, and restore the damaged portion of the Parking Facility to its former condition or to discontinue all or any part of the operations of the Parking Facility. In either case, Agency may, at its option, cancel, modify, or suspend the operation of this Agreement as it related to such Parking Facility upon thirty (30) days' written notice to Operator. In such instance, Operator's expenses and Operator's fees shall be adjusted accordingly. Likewise, such adjustment shall be made in the event Agency sells or transfers any Parking Facility which constitutes part of the System.

#### F. [§ 906] Handicapped Parking

In order to comply with applicable standards established by federal, state, or local law, parking spaces for access by the handicapped shall be designated in each Parking Facility by mutual agreement of Agency and Operator as may be required.

# G. [§ 907] Advertising and Promotion of the System

Agency may, from time to time, request Operator or others to advertise and promote the System in a manner approved by Agency. The costs for this advertising and promotion will be reimbursed to Operator by Agency as an operating expense under Section 605. Agency reserves the right to sell advertising space in the elevators, garage walls, gate arms, etc. as an additional revenue source as allowed by law or regulation. All advertising media shall be the property of Agency.

# H. [§ 908] Operator to Cooperate

If Parking Facilities in the System are operated by more than one operator, each operator, including Operator, shall cooperate with Agency and the other operators in carrying out mutual programs and policies.

# I. [§ 909] Option to Add Parking Facilities / Option to Delete Parking Facilities

Agency may add to this Agreement additional Parking Facilities which shall be managed by Operator under the same terms and conditions of this Agreement. Likewise, Agency may delete from this Agreement those Parking Facilities which may be closed or conveyed to others.

# J. [§ 910] Free or Reduced Fee Use of Parking Facilities

Agency may allow free or reduced fee parking in its Parking Facilities for certain events or programs. If Agency permits reduce fee parking in Parking Facilities, Operator shall manage the operation of the Parking Facility or lot as directed by Agency. Any expenses incurred will be reimbursed as an operating expense as defined in Section 605, but will not be included as an operating expense for net revenue calculations.

### **K.** [§ 911] Reserved

[Reserved]

# L. [§ 912]Event Parking

Agency intends that the System will be open for events throughout the Project Areas. Operator shall manage the System to accommodate these events and set event rates as directed by Agency, and shall provide any accounting for the individual events as required by Agency. Operating expenses incurred to accommodate event parking shall be included in the reimbursable expenses, and revenues shall be included in total gross revenues per Parking Facility. Operator shall perform all prepaid event parking marketing as directed by Agency.

The Parking Management Plan describe the impact of Event Parking on Agency's Parking System. Operator shall be expected, working in conjunction with Agency, to administer the Event Parking Plan.

#### M. [§ 913] <u>Reserved</u>

[Reserved]

#### N. [§ 914] Agency's Right to Inspect and Make Repairs

Agency shall have the right, at such times as may be reasonable under the circumstances, and with as little interruption to Operator's operations as is reasonably practicable, all as determined by Agency to:

- 1. Inspect the Parking System at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Operator has complied and is complying with the terms and conditions of this Agreement.
- 2. Perform maintenance and make repairs and replacements.
- 3. Perform maintenance and make repairs and replacements in any case where Agency determines that it is necessary or desirable to do so in order to preserve the structural safety of the System or of individual Parking Facilities or to correct any condition likely to cause injuries or damages to persons or property.

# O. [§ 915] Descriptive Headings

The headings used herein are for description only and for the convenience of identifying the provisions hereof and are not determinative of the meaning or effect of any of the provisions of this Agreement.

#### P. [§ 916] Severability

If any provision of the Agreement shall be invalid or unenforceable, the remainder hereof shall nevertheless continue in full force and effect.

#### Q. [§ 917] Parties in Interest

All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and by their respective successors in interest.

# R. [§ 918] <u>Not a Lease</u>

The Parties acknowledge that this Agreement does not constitute a lease of any Parking Facility or of the System in total and Operator assumes no responsibility for taxes, repairs, or upkeep of the System, except as provided in Sections 301 and 306 of this Agreement.

# S. [§ 919] Governmental Action

In the event any governmental authority takes any action that inhibits or adversely affects vehicle ingress to or egress from a Parking Facility in the System or from the System in total, whether by threat of eminent domain or any other government power, or if any governmental authority takes any action relating to the parking, fueling, or use of motor vehicles which causes or substantially contributes to a reduction in the use of the Parking Facilities or the System in total, Operator shall have the right to terminate this Agreement by giving one hundred twenty (120) days' written notice to Agency or continue its operations in the remainder of the System, if any, with an appropriate negotiated adjustment to Operator's compensation.

# T. [§ 920] Inspection of Books and Records

Agency has the right during normal business hours without need for notice to inspect the books and records of Operator pertaining to the System as pertinent to the purposes of this Agreement.

# U. [§ 921] Amendments to This Agreement, Bond Counsel / Tax Counsel Modifications

Operator and Agency agree to mutually consider requests for amendments to this Agreement which may be made by any of the Parties hereto or bond counsel, tax counsel parking consultants, insurance consultants, or financial consultants to Agency or Operator, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein. The Agreement is specifically conditioned upon review and approval by bond counsel/tax counsel. Any suggested changes by bond counsel/tax counsel shall be memorialized by amendment to this Agreement.

## V. [§ 922] Identity and Authority of Agency

Each of the persons executing this Agreement on behalf of Agency does hereby covenant and warrant that Agency has full right, power, and authority to enter into this Agreement and to carry out all actions contemplated by this Agreement; that the execution and delivery of this Agreement were duly authorized by proper action of Agency and no consent, authorization, or approval of any person, board, or other entity is necessary in connection with such execution and delivery or to carry out all actions contemplated by this Agreement, except as have been obtained and are in full force and

effect; and that this Agreement constitutes the valid, binding, and enforceable obligation of Agency. Upon Operator's request, Agency shall provide Operator with evidence reasonably satisfactory to Operator confirming the foregoing covenants and warranties.

# W. [§ 923] Identity and Authority of Operator

Each of the persons executing this Agreement on behalf of Operator does hereby covenant and warrant that Operator has full right, power, and authority to enter into this Agreement and to carry out all actions contemplated by this Agreement; that the execution and delivery of this Agreement were duly authorized by proper action of Operator; that no consent, authorization, or approval of any person, board, or other entity is necessary in connection with such execution and delivery or to carry out all actions contemplated by this Agreement, except as have been obtained and are in full force and effect; and that this Agreement constitutes the valid, binding, and enforceable obligation of Operator. Upon Agency's request, Operator shall provide Agency with evidence reasonably satisfactory to Agency confirming the foregoing covenants and warranties.

# X. [§ 1000] COUNTERPARTS

This Agreement may be executed in any number of counterparts, and once so executed by all Parties hereto, each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one (1) agreement.

# XI. [§ 1100] <u>ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS</u>

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes:

Exhibit A: Map of the Project Areas and Parking System;

Exhibit B: List of Parking Facilities in Agency's Parking System;

Exhibit C: Approved Operator Budget & Management Fee

(October 1, 2016 – September 30, 2017)

Attachment 1: Central District Public Parking Management Plan

Exhibits A, B and C and Attachment 1 attached hereto are incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of Agency and Operator, and all amendments hereto shall be in writing and signed by the appropriate authorities of Agency and Operator.

# XII. [§ 1200] <u>EFFECTIVE DATE OF AGREEMENT</u>

The effective date of this Agreement shall be October 1, 2016.

End of Agreement | Signatures appear on the following page.

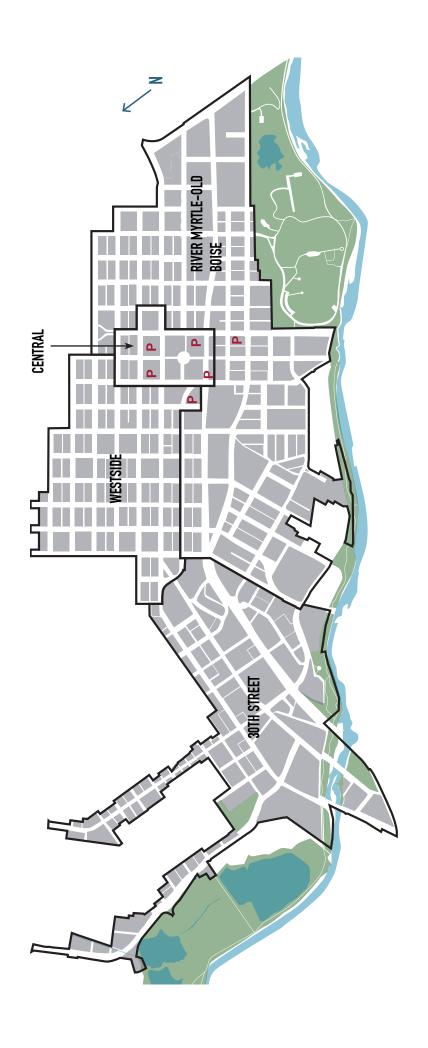
IN WITNESS WHEREOF, Agency and Operator have caused this Agreement to be executed in their respective corporate names.

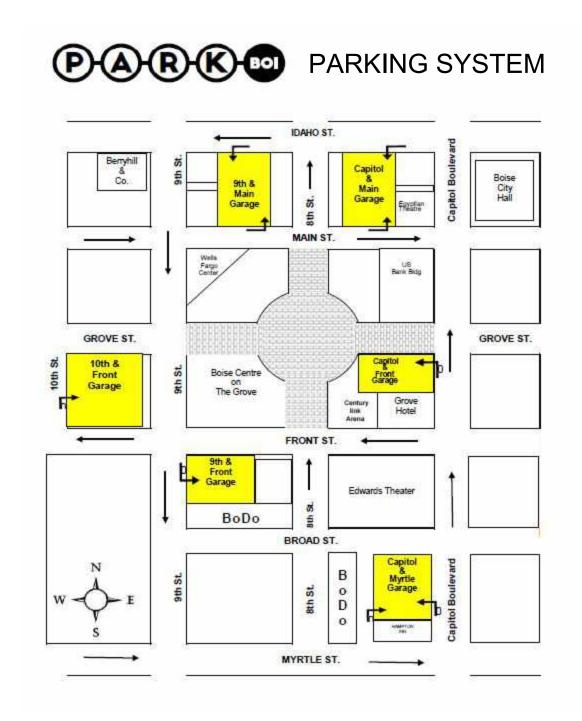
"Agency"
By: State of the s
John Brunette, Executive Director
Date: 9/29/16
Approved as to Form:
Manso
Mary Watson, Attorney at Law
THE CAR PARK, INC. "Operator"
By: Jeff Wolfe, Chief Executive Officer
Date: 9-29-2016
ATTEST:
By: Richard Beath
Print Name: Richard Beath
Print Title: CFO
Date: 9/29/16

# ACKNOWLEDGMENTS

) ss.		
County of Ada )		
On September 29, 2016, before me, Sarah Ones, a Notary Public in and for the State of Idaho, County of Ada, personally appeared JOHN BRUNELLE, known or identified to me to be the EXECUTIVE DIRECTOR of the CAPITAL CITY DEVELOPMENT CORPORATION, the public body, corporate and politic, that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said Agency, and acknowledged to me that such Agency executed the same.		
Witnessem thand and official seal.  OTARY  PUBLIC  OF OF OTARY	Notary Public for Itlaho Residing at BOISE TO Commission Expires 4.22.2022	
STATE OF IDAHO ) ss. County of Ada )		
On Solombor 29, 2016, before me, Swan Qualls, a Notary Public in and for the State of Idaho, County of Ada, personally appeared JEFF WOLFE, known or identified to me to be the CHIEF EXECUTIVE OFFICER of THE CAR PARK, INC., the Corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.		
Witness my hand and official seal.	Notary Public for Idaho Residing at Pose, Idaho Commission Expires 4/25/2021	

Agency Project Areas





# Exhibit B List of Parking Facilities in Agency's Parking System (As of October 1, 2016)

- 1. 9<sup>th</sup> & Main Garage 838 N. Main Street Boise, ID 83702 396 parking spaces
- Capitol & Main Garage
   770 W. Main Street
   Boise, ID 83702
   496 parking spaces
- 3. 9<sup>th</sup> & Front Garage 312 S. 9<sup>th</sup> Street Boise, ID 83702 568 parking spaces
- 4. 10<sup>th</sup> & Front Garage 230 S. 10<sup>th</sup> Street Boise, ID 83702 543 parking spaces
- 5. Capitol & Front Garage 245 S. Capitol Boulevard Boise, ID 83702 216 parking spaces
- 6. Capitol & Myrtle Garage 789 W. Broad Street Boise, ID 83702 343 parking spaces

Total Spaces: 2,562

# Exhibit C Approved Operator Budget & Management Fee October 1, 2016 – September 30, 2017

#### 1. Operating Budget

The budget from October 1, 2016 through September 30, 2017 for the Operator shall be:

ONE MILLION SEVEN HUNDRED TWENTY-SIX THOUSAND ONE HUNDERED NINETY-FIVE DOLLARS

(\$1,726,195)

Payments shall be made by Agency to Operator on a monthly basis in accordance with Section 600 et al. of this Agreement.

#### 2. Management Fee plus Merit Increase

The total management fee plus merit increase due to the Operator for the term from October 1, 2016 through September 30, 2017 shall not exceed:

SEVENTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS (\$78,756)

The management fee shall be divided over twelve equal monthly installments in accordance with Section 600 et al. of this Agreement. The amount of the management fee plus merit increase is included in, and not in addition to, the Operating Budget.

## 3. Performance-Based Incentives

At the conclusion of the initial term and any one-year extension exercised by Agency, Operator shall be eligible for a performance bonus as described in Section 602 of this Agreement.

# Attachment 1 Central District Public Parking Management Plan

	Central District Public Parking Management Plan
1.	Central District Public Parking Management Plan, as originally adopted by Agency in August 1988, as amended through December 2004.
	[The Parking Management Plan as described above follows this page.]

# PUBLIC PARKING MANAGEMENT PLAN

for the Boise Central District Urban Renewal Project Area

Originally Adopted September 1988
Amended August 1990
Amended and Restated
December 1995
Amended and Restated
July 1997
Amended and Restated
February 2004
Additional Amendments
Dated September, 2004

CAPITAL CITY DEVELOPMENT CORPORATION BOISE, IDAHO

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- VI. Parking Control Equipment
- VII. Parking Garage Space Allocation
- VIII. Parking Rates
  - IX. Promotions
  - X. Description of Facilities
  - XI. Amendment of the Public Parking Management Plan
    - <u>Attachment A</u> Individual Parking Facility Requirements
    - Attachment B Parking Rates, Effective March 1, 2004
    - <u>Attachment C</u> Prepaid Event Parking Plan
    - Attachment D Map of the Parking System

#### PUBLIC PARKING MANAGEMENT PLAN

#### I. PURPOSE

The <u>Public Parking Management Plan</u> is the third of three planning documents prepared on the parking component of the Capital City Development Corporation's ("Agency" or "CCDC") downtown revitalization effort and designed to provide:

- 1) the management policy for the procurement and retention of a professional parking operator,
- 2) the operational context by which parking agreements can be prepared with private developers, and
- 3) the operational policy for parking patrons who will be parking which will be utilizing the parking system.

The <u>Downtown Redevelopment Project Parking Plan</u> (October 1986) was prepared by Barton-Aschman Associates, Inc. to assess parking requirements by land use, appropriately locate necessary facilities, and establish the basic parking policy and management criteria for the new system. This document was significantly altered in February 1987, in response to a planning effort undertaken at that time to address continuing changes in the project area and development proposals. The parking plan was again altered by the 1990 revision to the Development Strategy. In 1995 the Parking Plan was revised to reflect recognition of Overnight/Hotel validation parking use, monthly residential parking use, and certain modifications to General Event Parking.

The <u>Estimated Net Parking Revenues</u> (May, 1990), also prepared by Barton-Aschman, further refines the parking management criteria and projects the net parking revenue of a six-facility system necessary to serve the land uses of the revised downtown redevelopment plan. It provides the necessary parking space inventory to replace on-street and off-street spaces lost to development activity and new demand created by that development.

This Boise Central District Project Area Parking Management Plan governs the parking policies and procedures for the Project Area defined in the Amended and Restated Urban Renewal Plan (the Amended and Restated Plan) for the Boise Central District Urban Renewal Project adopted by the Boise City Council on December 6, 1994, through the approval of Ordinance No. 5997. References throughout this Parking Management Plan to the "Project Area" shall be deemed to include the project area as defined in the Amended and Restated Plan, with the inclusion of the Bannock Parking Garage and the Grove Street Parking Garage, both of which are now part of the Westside Urban Renewal Project Area adopted by the City Council on December 4, 2001, through the approval of Ordinance No. 6108 and the City Centre Garage, a portion of which is within the River Street Myrtle Street Project Area adopted by the City Council on December 6, 1994, through the approval of Ordinance No. 5996.

Disposition and Development Agreements (DDAs), previously executed by the Agency, require the preparation of parking agreements to identify specific parking volumes and operational requirements necessary to support individual private development projects, e.g., Wells Fargo Center and Boise Centre on The Grove. The <u>Public Parking Management Plan</u> will be used as the basis for preparation of these agreements or implementing agreements already executed.

Under the provisions of Agency Resolution No. 547 authorizing the sale and delivery of Parking System Revenue Bond Anticipation Note, Series 1988, the Agency agreed and covenanted to undertake several activities and operations regarding the Agency parking facilities. These covenants were restated under Resolution No. 601 authorizing the sale and issuance of Parking Revenue and Revenue Allocation Bonds, Series 1990. Resolution 601 has effectively replaced Resolution No. 547. The Agency is required to operate all of its parking facilities as a single system. On November 27, 1995, the CCDC Board approved Resolution No. 696, which authorized the issuance of \$6,500,000 for the Series A Bonds used to construct the Boulevard Garage and \$5,545,000 for the Series B Bonds, used to refund the Series 1990A and Series 1990B Bonds. On July 28, 1999, the CCDC Board approved Resolution No. 797 which authorized the issuance of \$4,105,000 of Bonds used for the current refunding of the Series 1990C Bonds. On October 19, 1998, the CCDC Board approved Resolution No. 775 providing for the issuance of subordinate lien parking system revenue bonds in the amount of \$6,000,000 which proceeds were used for the construction of the City Centre Garage. For purposes of this Parking Management Plan, the term "Resolution" shall mean collectively the several bond resolutions referenced herein, and the term "Outstanding Bonds" shall mean those bonds still outstanding and remaining to be paid under the several bond issues described herein. All of the net revenues of the system, along with revenue allocation proceeds, are pledged for the payment of the Outstanding Bonds. The Resolution further states:

The Agency shall at all times operate or cause to be operated the System properly and in an efficient and economical manner, consistent with good business practices, and shall maintain, preserve, reconstruct and keep the same or cause the same (except for ordinary wear and tear) to be so maintained, preserved, reconstructed and kept, with the appurtenances and every part of parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted.

The Agency shall at all times charge and collect fees, rents and other charges for the System and shall adjust said fees and charges from time to time so that:

- 1. Net Revenues will be at least sufficient in each Fiscal Year, together with other pledged revenues, for the payment of the sum of:
  - a. An amount equal to the semiannual payments of Debt Service on the Outstanding Bonds for such Fiscal Year; and

- b. All other charges or liens whatsoever payable out of revenues of the System during such Fiscal Year.
- 2. The Net Revenues of the System, together with other Pledged Revenue, shall be at least equal to 1.25 times the Maximum Annual Debt Service.

In addition, as a condition under the Series 1999 Refunding Bonds, CCDC must also meet certain requirements in order to issue any additional parity debt. Those requirements include that Net Parking Revenues must meet at least .70 times the amount required to pay the debt service on the Series 1995 Bonds, the Series 1999 Bonds, and the proposed additional debt.

#### II. MANAGEMENT ORGANIZATION

A single public entity should own or have operational control over the parking facilities to ensure that they are used at optimum capacity; that they are operated as a system rather than as individual units; and that parking rates are uniformly controlled to reflect market conditions and meet debt service requirements. Initially this entity will be the CCDC, but the system could be transferred to another public agency should circumstances warrant. The CCDC owned all facilities of the system at the commencement of operations on October 1, 1988, of the Capitol Terrace Garage, Bannock Garage, Grove Street, and Ninth Street and has added the Eastman Parking Garage and the City Centre Parking Garage upon completion of the Hotel/Event Center in 1997, and the Boulevard Garage.

The Grove Street parking garage is leased by the CCDC to the City of Boise. For the purposes of this plan, reference to the CCDC shall also imply the City insofar as management of the Grove Street garage is concerned.

For purposes of this Parking Management Plan, the term "System" or "Parking System" shall include those parking garages commonly referred to as the Boulevard Garage, the Capitol Terrace Garage, the City Centre Garage, the Eastman Garage, the Grove Street Garage, and the Ninth Street Garage. To the extent any other garage is constructed within the Project Area or is deemed to be serving the Project Area, the terms of this Parking Management Plan shall apply to such facility.

The parking operation and routine maintenance of the system will be provided by a professional parking operations firm that will supply all of the personnel from system manager to individual parking facility managers, attendants and maintenance personnel. The parking facility operator has the primary advantage of retaining only those personnel that are required to operate and maintain the facilities as conditions fluctuate.

Selection of the parking operator will be undertaken on a competitive selection basis through the publication of a Request for Proposal, or RFP. Distribution of the RFP will be sufficient to elicit response from nationally or regionally known operators as well as those currently in the Boise market. Selection criteria will include both quantitative measures (e.g., costs and fees) and qualitative measures (e.g., qualifications and references). It is essential that the operation of the system achieves a high level of public confidence such that downtown employees and visitors, unaccustomed to parking structure use, will be inclined to change their parking habits and park in the garages. The new parking structures have been designed to be "user friendly." The operations should also reflect that goal. Operational emphasis should be given to:

- > Convenience
- > Marketable Rates
- > Security
- > Cleanliness
- > Customer Service.

The Operations Contract will reflect the contents of this plan. The selected operator will be expected to enter into a similar but separate agreement with the City for operation of the Grove Street Garage, unless the City and the operator choose to operate the Grove Street Garage itself. CCDC also reserves the right to self-operate the parking facilities.

The term of the Operations Contract will be limited to one (1) year with an option to extend for four (4) additional years under the original terms. The CCDC is under no obligation to exercise the renewal option. The Operations Contract is also governed by applicable Internal Revenue Service regulations ("IRS Regulations") concerning the term of the contract and the compensation provided to the parking operator.

As the Agency has financed the Eastman Garage, Capitol Terrace Garage, Boulevard Garage, and City Centre Garage with tax-exempt financing, the Operations Contract must comply with IRS Regulations and be approved by Agency Bond Counsel.

The Agency last entered into a Parking Operations Agreement with Republic Parking Northwest effective August 1, 2001. The Agency has elected to renew and extend the terms of the Agreement for successive one year increments through at least September 30, 2005. The Agency may further extend the Agreement for an additional one-year increment through September 30, 2006.

#### III. OPERATIONS CONTRACT

The parking operator will assume all responsibility associated with operations and routine maintenance of the system. The CCDC's role will be limited to general property management, contract monitoring, determination of rate adjustments, determination of hours of operation, and extraordinary repair and replacement. Contractor responsibilities can be generally described as follows:

- a. Financial and Accounting System The operator will develop and implement bookkeeping and accounting functions, as approved by the CCDC, necessary to determine operational costs and revenues, by facility. Revenues will also be accountable by type of parking use, e.g., monthly premium, monthly discount, hourly validated, and overnight validated. Deposits will be made daily to a CCDC account from which operational expenses will be reimbursed monthly. The operator will additionally be responsible for issuance and collection of fines and sale and collection of validation stickers. Provision will be made within the accounting system to track all such functions. The operator will provide written financial/cash policy and procedural guidelines.
- b. <u>Ticket/Contract Sales</u> The operator will provide for issuance of hourly tickets, event passes, and monthly contracts for all facilities within the system. To ensure public convenience, special attention should be given to sales office location and hours of operation. There will be written policies and procedures for ticket contract sales with a daily reconciliation forwarded to CCDC.
- c. <u>Business and Sales Office</u> The operator will furnish and maintain a business office at a convenient location within the project area from which ticket/contract sales will be available during normal business hours. The CCDC will provide the shell, core, and utility stub-outs for this purpose. The operator and the CCDC will monitor the functioning of the ticket/contract sales operation in order to determine adequate convenience to the public and will make adjustments as necessary.
- d. <u>Insurance, Indemnity and Bonds</u> The operator will provide insurance and bonding as required by the CCDC. At a minimum such coverage will include the following general categories:
  - > Real and personal property damage;
  - > Indemnification of the CCDC from negligence or omissions of the operator;
  - > Fidelity bonding;
  - > Performance bonding;
  - > Workers Compensation insurance;
  - > Comprehensive general liability insurance;
  - > Garagekeeper's liability insurance;
  - > Robbery and hold-up insurance.

Evidence of such coverage will be provided to the CCDC.

Under the provisions of the Resolution, the CCDC is required to retain an Insurance Consultant who shall review the insurance coverage of the CCDC. The operator will agree to use its best efforts to comply with the reasonable recommendations of the Insurance Consultant.

The comprehensive or commercial general liability insurance will include broad form endorsement and stop-gap (employer's liability endorsements) in minimum amounts of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate combined single limit for personal injury including death and for property damage. Coverages thereunder shall include premises and operations liability, contractual liability, personal injury, owners' and contractors' protection, elevator liability, employer's liability, projects and completed operations coverage.

- e. <u>Utilities</u> The operator will pay all utility expenses associated with operation of the system including electricity, sewer, water, heat, air-conditioning, telephone, and trash pick-up.
- f. Routine Maintenance and Repair The operator will be responsible for the day to day maintenance and repair of the system in a manner that insures the safe, attractive, and clean operation of all facilities. Such services shall also include cleaning, snow removal, elevator maintenance, and parking control equipment maintenance. The CCDC will use the "Parking Garage Maintenance Manual" published by the Parking Consultants Council of the National Parking Association as a guide in monitoring the operator's performance.
- g. <u>Security</u> The operator is responsible for operational security of the system. Special emphasis will be made to ensure appropriate compliance with this provision and the operator and the CCDC will continually monitor security procedures in an effort to identify problem areas and improvements.

The CCDC acknowledges that specific security procedures in any of its garages relative to the nature of certain tenants or users and may require refinements to the security services from time to time as the CCDC enters into parking agreements with specific developers and/or tenants. The operator will agree to implement such changes upon written notification subject to appropriate adjustments to the operations budget and subject to existing agreements.

- h. <u>Promotions and Advertising</u> Periodically, the operator and the CCDC will undertake promotional efforts to advertise the availability of the system and to increase patronage. The operator may be required to submit a written recommendation concerning such efforts.
- i. <u>Hours of Operation</u> The operator will operate each facility on days and during hours determined by the CCDC. Hours may be changed from time to time in response to operational refinement of the system and special events provided that any facility whose primary use is overnight validation parking will have 24-hour access. Such hours shall be consistent with the primary use designations of each facility.
- j. <u>Utilization</u> The Agency and its parking operator shall meet as needed and at least annually with the downtown businesses and other significant users of the parking system to confer in order to provide the maximum utilization of the system so as to maximize the opportunity of the general public to park in convenient proximity to its destinations within the Central District Project Area.

#### IV. OPERATOR PAYMENTS

The contractor for parking operations will be reimbursed monthly for operating expenses plus a management fee and a bookkeeping fee.

- a. <u>Operation Expenses</u> The operator will submit an annual budget to the CCDC for all operating expenses of the system. Such expenses shall include, but not be limited to:
  - > Personnel Costs
  - > Operational and Office Supplies
  - > Utilities
  - > Insurance
  - > Equipment Rental and Repair
  - > Facility Routine Maintenance and Repair
  - > Cleaning and Snow Removal Services
  - > Security Services
  - > Advertising and Promotional Services
  - > Legal, Accounting and Other Professional Services

The CCDC will review and approve the annual budget and will reimburse the contractor monthly from gross parking revenues upon submission of appropriately documented invoices. The operator will be required to comply with CCDC procurement procedures for all material and service needs of the operation. The operator will be expected to maintain a sufficient operating fund or line of credit to cover two months of operation.

b. <u>Management Fee and Bookkeeping Expenses</u> - The operator will also be entitled to a percentage management fee, based upon net parking revenue.

The percentage will be determined as part of the competitive selection process. Certain system facilities are subject to the 1986 Tax Act provisions which restrict the method in which the management fee is computed. During the initial year of operation of any particular facility, gross revenue from these facilities will be used in the fee computation and thereafter a flat fee will be used.

Refinement of the system operation and parking use may require corresponding changes in the operating budget. The CCDC will consider operational budget adjustments upon submission of a written request of the operator with appropriately documented justification for the costs.

## V. PARKING REVENUE AND FINANCING LIMITATIONS

As previously stated, gross system revenue will be deposited daily into an Agency account. Operational costs and the operator's management fee, along with Agency administrative charges associated with the system, will be paid monthly from this account. The remaining revenue will then be deposited in a Parking Revenue Fund established with the State Treasurer's Office (or other depository) from which debt service payments will be made.

Under the terms of the Resolution, a Repair and Replacement Fund has been created by the Agency, which fund is subject to the following provisions:

- a. The Repair and Replacement Fund shall be fully funded in the amount of \$500,000 from monies of the Agency by September 30, 1997;
- b. The Agency shall be under no obligation to deposit any funds in the Repair and Replacement Fund if the total amount therein is \$500,000;
- c. Any excess earnings from the Repair and Replacement Fund shall be funds of the Agency which may be used for any lawful purpose of the Agency; and
- d. Funds drawn from the Repair and Replacement Fund shall be used and expended solely for the repair and replacement of the System and its components, and any funds so withdrawn shall be replaced by the Agency within three (3) years of their withdrawal.

Parking Revenues can be used to fund the Repair and Replacement Fund only after paying the Cost of Operation and Maintenance and all requirements for deposits into the Bond Fund for Debt Service and Debt Service Reserve have been met.

Several of the Agency's Public Parking Facilities have been financed through the issuance of tax-exempt bonds. Revenue from several of the Agency's Public Parking Facilities has been pledged to retire those bonds. The Agency is obligated to operate its parking facilities in such a manner as to not jeopardize the tax-exempt nature of the financing. Subject to the express obligations contained herein, this Parking Management Plan shall not be deemed to limit the Agency's ability to operate its parking facilities in a manner consistent with its obligations relating to such financing. Nothing contained herein shall be deemed to limit the Agency's ability and flexibility to operate the Public Parking Facilities in that manner. The actual allocation, designation, and availability of the parking spaces shall be at the sole and unilateral discretion of the Agency.

### VI. PARKING CONTROL EQUIPMENT

The CCDC will install the necessary card readers, ticket spitters, fee calculators, vehicle counters, gate devices and operational signage throughout the system to adequately control facility use and record transactions. At a minimum the equipment should meet the following criteria:

- a. Compatible throughout the system;
- b. Designed to accommodate a multicard system reading feature;
- c. Automatic fee calculation and record keeping-; and
- d. Integrated/networked throughout the system to the extent possible.

The Capitol Terrace, Eastman, Ninth Street, Boulevard, and City Centre garages have been provided the full complement of parking control devices. The CCDC will confer with the operator to determine the necessary and appropriate equipment needs of any new facilities in the system and will install such equipment as quickly as practicable.

Operator personnel should be trained in all aspects of operation and maintenance of the equipment.

## VII. PARKING GARAGE SPACE ALLOCATION

The CCDC will allocate system spaces per facility for the following variations in parking use:

- > Monthly Discount
- > Monthly Standard
- > Monthly Premium
- > Short-Term Hourly
- > Short-Term Daily
- > General Event and Prepaid Event
- > Overnight Validation
- > Monthly Residential
- > Night (Off-Hours) Plan.

Not all of these categories may be reflected in the Rate Sheet attached hereto as Attachment B, incorporated herein. Moreover there may be certain circumstances where a rate may be adopted to accommodate unique and special situations.

Facility allocations will be based upon location and surrounding land uses. Attachment A provides a facility by facility description of use. Refinement of these allocations will occur periodically as the system adjusts and over time as land uses change and new facilities are added to the system. Those parking facilities designated as being available for Boise Centre and Bank of America Center event parking will be referred to herein as "General Event Facilities." Events of major impact will also require temporary adjustments to General Event Facilities serving the convention center and The Grove plaza provided, however, that no adjustments will be made to the facilities to be treated as General Event Facilities if to do so would create conflicts with the primary uses for which they are designated or committed (e.g., Ninth Street Garage monthly office and other long term; and Bannock Garage, monthly discount). Those facilities designated as being available for Prepaid Event Parking will be referred to herein as "Sponsored Event Facilities." Prepaid Event Parking will be accommodated primarily in the Grove Street, Ninth Street, and City Centre garages because of the primary uses associated with the Eastman and Capitol Terrace garages. No adjustments will be made to the facilities to be treated as Sponsored Event Facilities if to do so would create conflicts with the primary uses for which they are designated or committed.

Any Prepaid Event Parking or General Event Parking needs associated with events at the Boise Centre on the Grove will be accommodated at the City Center Garage.

Regarding stall use within each facility, several industry standards will be used to obtain optimum utilization with maximum cost efficiency:

A. <u>User Convenience</u> - When possible, transient parkers will be allowed to use the first available space in a facility. This assumes that reserved spaces and designated floor levels for short- and long-term parkers will be avoided.

Obviously, special circumstances will require some deviation from this policy, for example, a certain amount of reserved spaces are specified in the Ninth Street Garage by agreement with Wells Fargo Center Associates. Additionally, as garage use intensifies, some floor-level allocations will become necessary to ensure that an adequate amount of retail parking remains available in locations accessible to nearby retail uses, *e.g.*, Capitol Terrace Garage, Eastman Garage. Individual parking facility users will be afforded the opportunity and encouraged to park their automobiles in facilities which are closest to their destinations within the urban renewal area (subject to the policies adopted relative to event parking) in order to promote the efficient and orderly maximum availability of public parking within the Project Area and the purposes of the Urban Renewal Plan. The operator will be required to submit written recommendations as specific needs emerge.

- B. Monthly Parking Use Contract purchasers for monthly parking will be issued a card that activates gates at specific facilities. The cards are designed to discourage multi-use by one contract purchaser for more than one vehicle at a time. Industry standards suggest contract sales at one hundred fifteen percent (115%) of total monthly spaces in each facility. Contract parkers should be guaranteed a space to park any time of the day, and should that facility be full, those parkers will be redirected to the facility nearest the one for which a pass has been issued. As experience is gained on parking duration and occupancy, this space allocation may be adjusted to accommodate the maximum number of transient parkers while assuring that contract parkers have a space available.
- C. <u>Short-Term Parking Use</u> Hourly and daily parkers will use ticket spitter machines which activate the access gates. Facilities such as the Capitol Terrace Garage, Eastman Garage, Boulevard Garage, and City Centre Garage designed to accommodate large volumes of hourly parkers, will contain an attendant booth for payment at the point of egress. Facilities with relatively small volumes of hourly parking may be served with coin box or automated equipment to avoid the necessity of full-time attendants.
- D. <u>Hourly Validation</u> An hourly validation capability will be provided to accommodate downtown event participants, and office visitors. Validation stickers may be purchased at full value by businesses and provided to their clientele. Policies governing the distribution of the stickers to customers will be the responsibility of individual businesses. Once a sticker has been applied to a parking ticket, it will be honored by the parking attendant for an assigned number of hours of free parking. Each additional sticker will increase the number of free hours. Validation stickers will be honored at each of the Agency's Parking facilities, except when such facilities operate as a prepayment event facility.

E. Overnight/Hotel Validation - In recognition of Hotel facilities within the Project Area, an Overnight/-Hotel Rate for overnight or after hours users, including after hours events, has been established. (The General Event Rate for events taking place during weekday business hours at either the Event Center or Boise Centre is covered under Section G(1).) Overnight/Hotel/after hours use is defined as parking use which primarily occurs after the close of the business day at 5:00 p.m. and ceases prior to the beginning of the business day 8:00 a.m., Monday through Friday. It includes each weekend day, Saturday and Sunday, and most major holidays. It also includes those event activities which are primarily scheduled after 6:00 p.m. on weekdays and anytime on weekends. The Agency anticipates some modification of this definition to accommodate hotel guest patrons who may check out sometime after 8:00 a.m. The Agency and its parking operator will meet regularly with hotel operators within the Urban Renewal Area to best implement this type of use. Scheduling will be designed to facilitate convenient use by overnight parking patrons, to avoid conflict between them and daytime parking patrons in those facilities in which Overnight/Hotel parkers are allowed, and to preclude long-term parking patrons from abusing the overnight system to avoid paying the regular long-term rate. The Agency will determine which facilities will be available for Overnight/Hotel and after hours use. A parking patron who is an overnight patron will have the ability, during each 24-hour period, to exit and enter the garage by using exit and enter passes made available for that purpose by the Agency or the parking operator. Such hotel validation will be available to all lodging establishments in the Boise Central District.

The Agency and its parking operator shall meet frequently with the operators of businesses which generate overnight/afterhours/hotel validations, within the Agency parking system in order to provide the maximum utilization of the system so as to maximize the opportunity of the general public to park in convenient proximity to its destinations within the Project Area.

The Overnight/Hotel Rate will be established to generate sufficient revenues to pay for operations expenses for the Boulevard Garage and any incremental expenses in other facilities available for Overnight/Hotel parking. The rate will be reviewed periodically (as often as quarterly, if necessary), with appropriate adjustments made based on historical operational expenses and revenues.

Validation for Overnight/Hotel use will be provided to accommodate downtown Overnight/Hotel customers, users, and hotel guests. Hourly overnight validation stickers may be purchased by businesses and provided to their clientele. The Agency anticipates a slightly different color coding or designation of these validation stickers as opposed to the hourly validation stickers defined in Section D above. Overnight/Hotel Validation will be honored at those parking facilities selected by the Agency to accommodate those users.

- F. <u>Cinema Validation</u>. Three hours of a downtown cinema patron's stay in a DPPS facility will be free (upon presenting parking ticket at cinema box office), with the customer paying full rate for any time after three hours. Specific procedures for implementing this benefit will be established. Cinema operators will be expected to purchase the necessary equipment to implement this program.
- G. General Event Parking - General Event parking during weekday business hours creates randomly occurring large surges of demand within the Agency's parking system. Such surges are disruptive of the orderly operation of the system and can effectively reduce the availability of parking to members of the general public. The Agency, therefore, will manage its system so as to direct and limit the impact of weekday event parking among all of the parking facilities within its system. The Agency will, through the use of signs, maps, advertising and other information and management techniques, direct weekday event parking users and Event Center weekday parking users to parking facilities within its system which are convenient to the convention center and which are able to accommodate convention center event parking on a demand basis. These management techniques will be designed to avoid conflicts with primary uses as designated in other facilities. The event parking plan described below was designed primarily to serve the convention center needs, but with minor modifications could serve any event which would bring people to the downtown core, during regular business hours.
  - a. Staff parking for the Boise Centre on The Grove (Boise Centre) will be provided at the City Centre Garage at market rates and subject to all public at-large restrictions. All other visitors to Boise Centre staff and board meetings will be validated with office validations, in books of 100 stamps each, to be sold at the full validation rate.
  - b. Vendor/Promoter Parking Boise Centre will be including in booking contracts an agreement to validate four cars per day, per event, at the General Event Facilities as may be agreed subject to existing commitments. The validation stamps will be issued to the vendor and accepted two ways.
    - i. The vendor may choose to use the stamps as normal, normal being the redeeming of one stamp per hour for the length of one stay in the facility.
    - ii. An all-day pass is defined as being able to come and go as often as needed. The all-day pass will be assigned to a vehicle, based upon its license plate number. That pass will not be transferable, nor will any stamps or money be refunded if the car does not utilize all ten hours. The all-day pass must be surrendered if the car is not to return to the garage on the day for which the pass is issued.

- c. Boise Centre Attendee Parking
  - i. The Capitol Terrace, Eastman, Grove Street Garages, and the City Centre Garage have initially been designated as the primary facilities for attendees. 20 hours/day, seven days/week.
  - ii. Although all attendees may use any facility in the parking system as a member of the public at-large (refer to list of facilities, Attachment A), the policy contained in this plan is designed to encourage uses of the General Event Facilities described above and to avoid conflicts with primary uses as designated in other facilities.
  - iii. As needed and arranged 90 days prior to the event, other Public Parking facilities may be made available for use as defined in that certain parking agreement between the Auditorium District and the Agency. These facilities will be made available when the event does not interrupt normal day-to-day operations or violate previous commitments (at the discretion of the contractor).
- d. During high volume events the CCDC and contractor, with input from Boise Centre, will employ appropriate signage as needed to direct attendees toward the General Event Facilities and to avoid conflicts with primary uses as designated in other facilities.
- e. There will be available to the Boise Centre and its clients, five types of payment for parking facility use.
  - i. <u>At-large</u> Facilities will be available at-large with all established rates being applied.

- ii. Prepaid Through Event Registration - Boise Centre and its promoters, at the contractor's written agreement, may charge its attendees an all-day event charge to park in the parking system. The rate for parking will be established by the CCDC and the contractor, but not-to-exceed normal hourly or daily posted rates. The contractor will supply the passes to be distributed to the attendees, and will have control of passes to Boise Centre. The passes will be sent to attendees in registration packets or distributed at the event prior to attendee removing their vehicle from the facility. Passes will be honored and collected at the General Event Facilities previously agreed upon by the contractor and the Boise Centre. Attendees' vehicles will not be released from garages without pass or payment. All money collected for parking from attendees by Boise Centre must be forwarded to the contractor within fifteen days after the event concludes. The Boise Centre or its clients may not add on any additional handling costs or charge more than agreed upon by the contractor and the CCDC. The CCDC may require full or partial security deposit payment in advance, at its sole discretion.
- iii. Boise Centre and its clients may negotiate an amount with the CCDC and its contractor based on the number of attendees and car estimations to make available parts of General Event Facilities for the attendees to use at no charge. The Boise Centre may be required to pay to the contractor all or part of the negotiated amount in advance, at the sole discretion of the CCDC and its contractor.
- iv. The Boise Centre or its client may utilize the optional method of count and bill. The event will stamp or issue a stamp to each attendee to be redeemed at the General Event Facilities. The contractor will accept these stamps as payment from the attendee. The contractor will then account for all parking tickets recovered from the attendees, count, determine amount and bill the Boise Centre or client for each car, based on a pre-negotiated amount. The CCDC or its contractor may require a full or partial deposit payment in advance, at their sole discretion.
- v. Boise Centre may purchase Hourly Validation stamps at the office rate to distribute to its attendees for business purposes, not for event purposes, subject to rules and restrictions for all purchasers of CCDC validation stamps. These stamps can be redeemed at all attended parking system facilities.
- vi. For after hours events, Boise Centre may purchase Overnight/Hotel Validation stamps at the rate established.

- f. The operator will have assigned, at its discretion, a supervisor for all large events to monitor space availability in each facility and notify each facility as it fills where to direct attendees to the closest available General Event Facility. Space availability will be monitored by the contractor and will be adjusted based on traffic and volume of cars.
- g. Many of the principles described herein for the Boise Centre may apply to the Bank of America Center weekday events during regular business hours, though the Boulevard Garage may provide the parking availability to the extent not in conflict with the primary users identified for that facility.
- G1. Prepaid Event Parking - With the construction of the Hotel/Event Center Project, the increased use of the Boise Centre on the Grove (and its proposed and planned expansion space) for regular events, and other regularly scheduled events held within the Project Area at other meeting sites within the Project Area sponsored by specific entities, the Agency anticipates a Prepaid Event Parking Rate will be established for sponsored events. Prepaid Event use is defined as parking use which primarily occurs after the close of the business day at 5:00 p.m. and continues for a relatively short period of time through the completion of an event that is held on a regular periodic basis (e.g., hockey games, tennis matches, regular monthly meetings of civic and other organizations within the Hotel, Event Center, or the Boise Centre on the Grove). It includes each weekend day, all day Saturday and Sunday, and most major holidays. It includes those activities that are primarily scheduled on a regular periodic basis scheduled after 6:00 p.m. on weekdays and anytime on weekends. The Agency anticipates some modification of this definition to accommodate users who may desire a longer period of time for parking than the conclusion of the actual event. The Agency and the parking operator will meet regularly with those event sponsors who regularly hold events within the Project Area to best implement this type of use. Scheduling will be designed to facilitate convenient use by sponsored event patrons to avoid conflict between them and daytime parking patrons, Overnight/Hotel patrons, and event patrons who may use those facilities that have been designated for Prepaid Event Parking.

The Agency will determine which facilities will be available for Prepaid Event Parking, but initially, those facilities earmarked for this use will be the Grove Street Garage, the Ninth Street Garage and the City Centre Garage, subject to the rights and privileges of the other entities participating in the financing and use of that facility, including GBAD, retail users, and other public access users.

The Prepaid Event Parking use contemplates a formal written agreement between the event sponsor and the Agency and/or the Parking Operator. The agreement will identify the periodic nature and need for the sponsored event, the number of

parking spaces requested by the event sponsor, the date, time, and place of the event. The Parking Operator (in conjunction with the sponsor) will be expected to include within the activity documentation the appropriate pass, card, or other like identification which will denote the type of event the patron is attending, the sponsor, and the length of time for the particular event or season. For example, should the Event Center hockey franchisee take advantage of this system, the hockey club after consultation with the Parking Operator would be authorized to issue its season ticket holders an appropriate pass that would allow those holders of the pass to park in those facilities identified for such use by the Agency for those nights when hockey games are played and for the duration of the hockey season. The Parking Agreement will also delineate the rate to be paid by the event sponsor and the ability of the event sponsor to add a handling charge (not to exceed ten percent (10%) of the prepaid event rate) to the parking pass cost beyond the amount charged by the Agency. A sample agreement is attached as an exhibit to the Parking Management Plan. The Agency and its parking operator shall meet frequently with the sponsors of such events within the Agency parking system to confer in order to provide the maximum utilization of the system so as to maximize the opportunity of the general public to park in convenient proximity to destinations within the Project Area.

The Prepaid Event Rate will be established to generate sufficient revenues to pay for the operational expense of the program and any additional incremental expenses experienced by the Agency and/or the Parking Operator. The Agency anticipates that with the implementation of the Prepaid Event Parking additional personnel costs will be incurred to provide for appropriate monitoring and enforcement. The rate will be between \$2.00 and \$6.00 per event, depending upon parking location, time of event, intensity of use, etc. The event amount will be determined based upon the negotiations with the sponsor, the facility used, and the type and frequency of the event. The overall cost to the sponsor will be included within the Parking Agreement. The rate will be reviewed periodically with appropriate adjustments made based on historical operation expenses and revenues.

Prepaid Event use will be provided to accommodate downtown event sponsors who schedule periodic events within the Project Area or the River Street/Myrtle Street Redevelopment Area. Subject to the execution of the agreement between the Agency and the sponsor, such Prepaid Event Parking passes may be purchased by any sponsor and distributed to the sponsor's clientele. The Agency anticipates some type of different pass or card coding or designation as opposed to other validation coupons used for Overnight/Hotel Validation, hourly validation and Event parking. The parking patron shall be expected to display the permit at all times while parking during sponsored events. Failure to display the permit will result in enforcement action by the Parking Operator.

The Prepaid Event Parking passes will be honored at those parking facilities selected by the Agency to accommodate those users. In the event the facilities designated by the Agency are unable to accommodate the parking pass users, then the parking pass will be honored in any other parking facility of the Agency which is operational at that time. The prepaid parking event pass for evenings will be valid from 6:00 p.m. until facility closure. The prepaid parking event pass for weekend days will be valid from one hour prior to the event for a maximum of five (5) hours. The Agency/ Parking Operator/Sponsor will use their best efforts to accommodate space within the facilities designated by the Agency/Parking Operator for said use. However, the availability of such space shall expire after a certain period of time after the event has started. After that point, the pass will be honored only to the extent space is available within other facilities then in operation. Reserved parking spaces cannot be guaranteed.

G2. Event Parking Plan - The Agency's Parking Operator has drafted and will implement an Event Parking Plan which addresses parking needs and systems for certain events which will be held in the Centre on the Grove, the Bank of America Center, and other general meeting places. A copy of this Event Parking Plan is attached hereto and incorporated herein as Attachment C. This above-referenced Event Parking Plan is a general implementation plan for event parking in the Boise downtown area. The Agency anticipates that this implementation plan will be modified as circumstances warrant. Any change to that implementation document will require Agency approval, but will not require formal amendment to this Parking Management Plan unless the implementation plan is in conflict with this Parking Management Plan. The implementation plan is illustrative and does not constitute specific portions of this Parking Management Plan and the implementation plan, the provisions of this Parking Management Plan shall control.

Certain portions of the Event Parking Plan address private parking facilities or lots not under the control or jurisdiction of the Agency. While the Agency encourages compliance with the Event Parking Plan, nothing therein and nothing herein shall be deemed to require compliance by those other entities.

The overall purpose and intent of the Event Parking Plan as indicated therein is as follows:

## 1. INTRODUCTION/BACKGROUND

The purpose of this plan is to describe how event parking will be provided in downtown Boise from request to implementation. It is the goal of this plan to fairly and efficiently administer event parking requests and effectively plan, staff and implement event parking. This is an overall parking operations plan for events at the Boise Centre on the Grove, the Bank of America Centre and all other events taking place in the downtown area.

In July of 1996, the Greater Downtown Boise Parking Study was completed by Portland transportation planning consultant, Kittelson and Associates. The Study recommends that a special event parking plan with a guide signing system be developed to direct participants to designated public facilities. The plan would be submitted to an Event Commission if a Special Events Ordinance is passed in Boise. Since there is no Events Ordinance in place at present, the plans (event schedule and related information) would be submitted to the operator of the downtown Public Parking System. Notifications of the event could be made available to property owners and others affected by the event.

In addition to the Public Parking System's event parking services, there are a large number of on-street and privately owned/managed parking areas that could be made available during special events downtown. Included in this plan is a description of how all facilities, public and private, could be coordinated to handle multiple-event situations.

H. Residential Parking - Under the provisions of a Parking Agreement with the developer of the Capitol Plaza Condominiums, the Agency has agreed to designate 32 parking spaces on Level Five of the Capitol Terrace Garage for use by the owners/guests of the Capitol Plaza Residential Condominiums. These 32 spaces will be leased in one block to the Capitol Plaza Condominium Association. The Association will be responsible for the payment of the monthly rental to the parking operator. The rate for these 32 spaces will be 115 percent of the Monthly Parking Use Rate as described in Section VII B. of this Parking Management Plan.

The Agency has entered into a similar Parking Agreement with the developer of the condominium units located within the Grove Hotel. The Agency will agree to designate not more than ten percent of the parking spaces (as determined by the final as-built parking garage plans) within the Block 22 parking garage for use by the owners/guests of the Hotel Residential Condominiums. These parking spaces will be leased in one block to the Hotel Residential Condominium Association. The Association will be responsible for the payment of monthly rental to the parking operator. The rate for these spaces will be 115 percent of the Monthly Parking Use Rate as described in Section VII B of this Parking Management Plan.

I. <u>Parking Allocation</u> - Through a series of development agreements with redevelopers within the Project Area, the Agency has obtained compliance with

the parking requirements and objectives as outlined in the Urban Renewal Plan and this Parking Management Plan. Under those agreements developers have provided a capital contribution for long-term office parking. The payment of such parking contribution does not guarantee a space within a particular facility or relieve the user of the parking space to comply with the Agency's parking provisions and parking rates. Rather the capital contribution allocates or apportions certain parking uses within the Agency's parking facilities. Likewise, the Agency has entered into certain parking agreements on a reserved basis for residential parking and, in the case of the Ninth Street Garage, certain spaces paid for directly by the developer. Those agreements also impact the ability to revise the facilities program for each facility without complying with the terms of those agreements.

## VIII. PARKING RATES

Rate adjustments will be considered periodically by the CCDC. The operator and the CCDC shall attempt to limit consideration of rate adjustments to an identified annual date in an effort to provide users advance notification. The operator will be requested to submit a written recommendation on rate adjustments prior to CCDC consideration. Other refinements will be required from time to time as the market responds to changes in parking inventory. As of March 2004, absent exceptional circumstances, the rates adopted by CCDC in March 2004 shall remain in effect for four (4) years. Current rates for the System facilities are identified in Attachment B.

# IX. PROMOTIONS

The CCDC and the selected parking operator will jointly conduct promotions to advertise the system, to induce the parking public to test the System's accessibility and encourage parking facility use. This effort will also introduce new garages to the public and begin the education process necessary to move from on-street to off-street parking in the Project Area.

# X. DESCRIPTION OF FACILITIES

As of January 2004, the Central District System includes seven facilities:

FACILITY Ninth Street Garage	PRIMARY USE  \$Monthly  \$Daily  \$Hourly	TOTAL SPACES 203
Capitol Terrace Garage	\$Monthly \$Daily \$Hourly \$Hourly-Drop Off \$Primary Event Facility \$Residential	498
Eastman Garage	\$Monthly \$Daily \$Hourly \$Primary Event Facility	396
Grove Street Garage	\$Monthly \$Daily \$Hourly \$Primary Event Facility	543
City Centre Garage	\$Monthly \$Daily \$Hourly \$Overnight Hotel \$Primary Event Facility	584
Boulevard Garage	\$Daily \$Hourly \$Overnight/Hotel \$Monthly	216

Total <u>2,604</u>

 $\underline{\text{Attachment A}}$  contains a description of each facility and identifies anticipated space allocation and special conditions of operation.

#### XII. AMENDMENTS

Amendments to this Parking Management Plan which constitute policy changes, such as the elimination of certain parking programs or the addition, for example, of Prepaid Event Parking, shall require formal amendment to the Parking Management Plan. Such amendments shall be accomplished by the Agency providing at least thirty (30) days' notice allowing for input and comment from any interested parties. General hours of operation and rate changes shall not be deemed a formal amendment to the Parking Management Plan. The Agency shall also comply with any contractual obligation concerning amendments which result in a facility operations change.

Rate changes shall be accomplished by advising all users of a notice of rate change and providing opportunity for input and comment, though not necessarily a formally advertised public hearing.

# ATTACHMENT A-1 FACILITIES OPERATIONS PROGRAM

## Name of Facility

Ninth Street Garage (Wells Fargo Center), 190 South Ninth Street.

## **Physical Description**

- \$ One level underground
- \$ 203 parking stalls
- \$ Constructed 1988
- \$ One elevator and stairwell core with access to Eighth Street. One shared stairwell with First Interstate Center with access to Ninth Street.

## Approximate Parking Use Distribution

<u>Use</u>	<u>Distribution</u>
Employees, Monthly	143
Visitors, Hourly	60
	203

## **General Hours of Operation**

Monday through Friday 6:30 a.m. - 10:00 p.m. Saturday 8:30 a.m. 5:00 p.m. Sunday As needed

## Security

# Operational hours:

\$One uniformed attendant at control booth with emergency telephone access.

# ATTACHMENT A-2 FACILITIES OPERATIONS PROGRAM

# Name of Facility

Capitol Terrace Parking Garage, 770 Main St.

# **Physical Description**

\$Five parking decks with ground level retail

\$498 Parking Stalls

\$Constructed 1988

\$Two elevator and stairwell cores with access to Idaho and Main Streets

\$Second level access to adjacent Capitol Terrace retail development

\$Fourth and Fifth Level access to adjacent Capitol Plaza

# **Approximate Parking Use Distribution**

<u>Use</u>	Distribution
Employees, Monthly	207
Residential, Monthly	33
Visitors, Hourly/Daily	255
Visitors, Hourly Drop-Off (ground level only)	_3
Total	<u>498</u>

# **Hours of Operation**

Twenty-four hours daily.

# **Special Requirements**

- 1. Validated tickets to be honored at pay booth.
- 2. All monthly parking stalls to be leased on a month-by-month basis in compliance with rules associated with tax-exempt financing of facility.
- 3. Upon required notice, this garage will be one of the General Event Facilities to serve Boise Centre on The Grove.

# ATTACHMENT A-3 FACILITIES OPERATIONS PROGRAM

# Name of Facility

Eastman Parking Garage, 866 Main St.

# **Physical Description**

\$Four parking decks with ground level retail and drive-in bank \$396 Parking Stalls \$Constructed 1990 \$Two elevator and stairwell cores with access to Idaho and Main Streets \$Second level access to adjacent Alexander and Broadbent Buildings

# Approximate Parking Use Distribution

<u>Use</u>	Distribution
Employees, Monthly	285
Visitors, Hourly	<u>111</u>
Total	<u>396</u>

# **General Hours of Operation**

Monthly Employees

and Visitors 6:30 a.m. - 10:30 p.m. Monday - Friday

8:30 a.m. - 10:00 p.m. Saturday

Sunday closed (available by special arrangement)

# **Special Requirements**

1. Validated tickets to be honored at pay booth.

- 2. All monthly parking stalls to be leased on a month-by-month basis in compliance with rules associated with tax-exempt financing of facility.
- 3. Upon required notice, this garage will be one of the General Event Facilities to serve Boise Centre on The Grove.

# ATTACHMENT A-4 FACILITIES OPERATIONS PROGRAM

## Name of Facility

Grove Street Parking Garage, 234 South Tenth Street

# **Physical Description**

\$Six parking decks including ground floor.

\$543 parking stalls.

\$Construction 1976.

\$One elevator and two stairwells.

\$Facility managed through Boise City.

## Approximate Parking Use Distribution

<u>Use</u>	<u>Distribution</u>
Employees, Monthly	507
Employees, Monthly Premium	
Visitors, Daily	
Visitors, Hourly	36
Prepaid Event Parking	543

## **Hours of Operation**

Employees, Monthly 24 hour access

Visitors 6:30 a.m. - 6:30 p.m. Monday - Friday 24 hour coin box payment available

- '111 1 ' D '15 D

Available during Prepaid Event Parking hours

## **Special Requirements**

- 1. Facility to be operated under separate agreement with Boise City with specific maintenance and security requirements.
- 2. Validated tickets to be honored at pay booth.
- 3. Fifty-five (55) long-term monthly stalls committed to Statehouse Inn and forty-four (44) U. S. West Communications tenants in below-grade area. All remaining monthly parking stalls to be leased month-by-month or longer term.
- 4. Upon required notice, this garage will be one of the General Event Facilities to serve Boise Centre on The Grove.

5. 104 rooftop spaces offered at discount rate.

# ATTACHMENT A-5 FACILITIES OPERATIONS PROGRAM

## Name of Facility

City Centre Garage (formerly Foster's Lot), 312 S. Ninth Street

## **Physical Description**

\$Eight (8) parking decks including ground floor, 584 parking stalls

\$Constructed 1999

\$Elevators (2); stair towers (2)

# Parking Use Distribution and Rates

<u>Use</u> Employees, Monthly Disc.	<u>Distribution</u> 0
Employees, Monthly	224
Employees, Premium	0
Employees, Daily	0
Visitors, Hourly	360
Visitors, Hourly Validated	0
General Event Total	<u>0</u> <u>584</u>

## **Hours of Operation**

6:30 a.m 11:00 p.m.	Monday through Friday
8:00 a.m 11:00 p.m.	Saturdays
As needed	Sunday
Employees, Monthly	24-hour access

# **Special Requirements**

- 1. All monthly parking stalls to be leased month-by-month.
- 2. Upon required notice, this surface lot is one of the General Event Facilities that serves the Convention Center.
- 3. Special call provisions by GBAD for 300 lower level spaces, w/advance notice.

## **ATTACHMENT A-6**

## **FACILITIES OPERATIONS PROGRAM**

# Name of Facility

**Boulevard Garage** 

# **Physical Description**

\$One level underground

\$216 parking stalls

\$Constructed Fall 1997

\$Elevator and stairwell with shared access to the Hotel/Event Center facility

## Approximate Parking Use Distribution

<u>Use</u>		<u>Distribution</u>
Visitors hourly; Emplo	oyees daily; and Overnight/Hotel	87
Employees daily	To Be Determined	
Overnight/Event/Hote	1	
<b>Employees Monthly</b>		<u>129</u>
	Total	<u>216</u>

# **Hours of Operation**

Monday - Saturday	6:30 a.m. to 2:30 a.m.
Sunday	6:30 a.m. to 10:30 p.m.

## **Special Requirements**

\$Overnight/Hotel validated stickers honored at pay booth

\$Flexible programming to accommodate all users as circumstances warrant

# ATTACHMENT B PARKING RATES

Effective Date: March 1, 2004

Category Transient (first hour)	Pre 3/1/04 Rate \$1.00	Post 3/1/04 Rate Free (\$0)
Transient (hourly): All	\$1.00/hr. (\$8 max.)	\$1.50/hr. (\$12 max.)
Eastman Monthly	\$70	\$79
Capitol Terrace Monthly	\$70	\$79
Capitol Terrace Reserved	\$80	\$90
Ninth Street Monthly	\$76	\$86
City Centre Monthly	\$70	\$79
Civic Plaza Monthly	\$70	\$79
Boulevard Monthly	\$70	\$79
Boulevard Reserved	\$80	\$90
Boulevard Tandem	\$43	\$49
Office Validation	\$.42/hr. (100/book)	\$1.50/hr. (100/book)
Cinema Validation	\$.28/hr.	Three hours free-then at hourly rate
BUS Val Combo	\$33.65	\$37.97
All Day Scrip	\$120 (book of 20)	\$240 (book of 20)
Half Day Event	\$400 (book of 100)	\$600 (book of 100)
Event Parking	Up to \$5/event	Up to \$6/event
Night (Off-Hours)	\$38	\$43
Hotel Self Park	\$4	\$4.50
Hotel Valet	\$2 (per card use)	\$2.26 (per card use)

## **FY2019 Financial Statements**



## ParkBOI - Capital City Development Corporation Consolidated Monthly Report September 2019

I have reviewed and approve the attached report.

David Deignan

David Deignan General Manager ParkBOI



### ParkBOI - Capital City Development Corporation Consolidated September 2019

INCOME  Monthly Parking  Transient Parking  Discounted Parking  TCP Refunds  Validation Sales  Post-Pays/Violations  Hotel Overnite  Special Event	296,110.92 512,322.93 (215,466.00) (91.00) 18,858.00 383.00 30,704.30	\$ 284,542.90 512,351.46 (187,633.15) - 13,918.85	(28.53)		\$ <b>Actual</b> 3,588,122.54		·	<b>Variance (%)</b> 5%
Monthly Parking \$ Transient Parking Discounted Parking TCP Refunds Validation Sales Post-Pays/Violations Hotel Overnite	512,322.93 (215,466.00) (91.00) 18,858.00 383.00	512,351.46 (187,633.15)	(28.53) (27,832.85)	0%	\$		·	5%
Transient Parking Discounted Parking TCP Refunds Validation Sales Post-Pays/Violations Hotel Overnite	512,322.93 (215,466.00) (91.00) 18,858.00 383.00	512,351.46 (187,633.15)	(28.53) (27,832.85)	0%	\$		·	5%
Discounted Parking TCP Refunds Validation Sales Post-Pays/Violations Hotel Overnite	(215,466.00) (91.00) 18,858.00 383.00	(187,633.15)	(27,832.85)					
TCP Refunds Validation Sales Post-Pays/Violations Hotel Overnite	(91.00) 18,858.00 383.00	-	, , ,	00/	6,380,959.21	6,179,617.62	201,341.59	3%
TCP Refunds Validation Sales Post-Pays/Violations Hotel Overnite	(91.00) 18,858.00 383.00	-	, , ,	070	(2,550,633.00)	(2,346,431.42)	(204,201.58)	0%
Post-Pays/Violations Hotel Overnite	18,858.00 383.00	13,918.85	( )		(10,895.00)	-	(10,895.00)	
Post-Pays/Violations Hotel Overnite	383.00	- )-	4,939.15	35%	131,756.44	204,946.20	(73,189.76)	
Hotel Overnite		4,144.22	(3,761.22)		14,579.76	53,456.71	(38,876.95)	
Special Event	50,704.50	38,147.47	(7,443.17)		434,763.60	483,608.09	(48,844.49)	
opoolal Evolit	-	500.00	(500.00)		104,175.95	65,982.15	38,193.80	58%
Total Revenue \$	642,822.15	\$ 665,971.75	\$ (23,149.60)	-3%	\$ 8,092,829.50	\$ 8,050,805.40	\$ 42,024.10	1%
EXPENSES								
Payroll	59,392.37	55,647.47	3,744.90	7%	628,760.84	728,112.15	(99,351.31)	-14%
Payroll Taxes	4,692.58	6,232.52	(1,539.94)	-25%	50,858.86	81,548.56	(30,689.70)	-38%
Workers Comp	2,976.96	3,672.73	(695.77)	-19%	40,321.82	48,055.40	(7,733.58)	
401(k) Plan	593.92	556.47	37.45	7%	6,689.97	7,281.09	(591.12)	
Health & Welfare (Common Lot)	7,590.00	10,143.00	(2,553.00)		93,840.00	121,716.00	(27,876.00)	
Total Payroll \$			. , ,		\$ 	\$ 986,713.21	\$ (166,241.72)	
Liability Insurance	5,550.00	5,550.00	-	0%	66,600.00	66,600.00	-	0%
Material & Supplies	4,603.51	7,306.00	(2,702.49)	-37%	61,884.05	87,672.00	(25,787.95)	-29%
Repairs & Maintenance	38,619.10	12,667.00	25,952.10	205%	244,183.08	200,472.00	43,711.08	22%
Utilities	8,668.06	11,371.00	(2,702.94)		123,361.11	136,452.00	(13,090.89)	-10%
Communications	5,417.86	4,687.00	730.86	16%	61,123.69	57,546.00	3,577.69	6%
Professional Services	1,308.82	2,339.25	(1,030.43)		16,140.52	28,071.00	(11,930.48)	
Office Expenses	2,746.22	3,900.00	(1,153.78)		34,205.80	53,800.00	(19,594.20)	
Miscellaneous	_,	295.00	(295.00)		-	3,540.00	(3,540.00)	
Management Fee	6,891.00	6,563.00	328.00	5%	82,692.00	78,756.00	3,936.00	5%
Snow Removal	-	-	-	0%	66,645.00	56,712.00	9,933.00	18%
Security Services	7,907.04	6,474.00	1,433.04	22%	95,702.63	77,688.00	18,014.63	23%
Call Center Costs	9,215.00	9,215.00	1,133.01	0%	110,580.00	110,580.00	-	0%
Recruiting Expenses	88.38	125.00	(36.62)		517.35	1,500.00	(982.65)	
Auto Expense	195.00	160.00	35.00	22%	2,670.75	1,920.00	750.75	39%
Uniforms & Laundry	95.37	323.35	(227.98)		3,677.81	3,880.20	(202.39)	
PARCS System Support			, ,		72,674.99	71,820.00	(202.39) 854.99	-3% 1%
Common Lot Allocations	6,008.34	6,132.00	(123.66)	-2% 0%	/2,0/4.99 -	/1,820.00 -	654.99 -	0%
Total Expense \$	172,559.53	\$ 153,359.79	\$ 19,199.74	13%	\$ 1,863,130.27	\$ 2,023,722.41	\$ (160,592.14)	-8%

Total Due to Car Park

\$ 172,650.53



### ParkBOI - Capital City Development Corporation 9th & Main (Eastman) September 2019

Operated by The Car Park			Current	Mo	onth			Year-to-	Dat	æ	
		Actual	Budget	V	ariance (\$)	Variance (%)	Actual	Budget	1	Variance (\$)	Variance (%)
INCOME	_										
Monthly Parking	- \$	51,205.42	\$ 57,889.79	\$	(6,684.37)	-12%	\$ 628,739.39	\$ 694,677.53	\$	(65,938.14)	-9%
Transient Parking		111,314.23	98,692.65		12,621.58	13%	1,459,455.76	1,295,150.00		164,305.76	13%
Discounted Parking		(50,052.00)	(39,563.37)		(10,488.63)	0%	(598,077.00)	(508,042.87)		(90,034.13)	0%
TCP Refunds		-	-		-	0%	(840.00)	-		(840.00)	0%
Validation Sales		2,876.49	2,157.42		719.07	33%	19,573.47	31,679.21		(12,105.74)	-38%
Post-Pays/Violations		59.37	144.96		(85.60)	-59%	2,255.06	3,041.07		(786.01)	-26%
Hotel Overnite		_	_		-	0%	-	-		-	0%
Special Event		-	-		-	0%	-	-		-	0%
Total Revenue	\$ 1	15,403.51	\$ 119,321.45	\$	(3,917.95)	-3%	\$ 1,511,106.68	\$ 1,516,504.94	\$	(5,398.26)	0%
EXPENSES	_										
Payroll	_	3,277.52	3,291.93		(14.41)	0%	34,602.75	42,795.09		(8,192.34)	-19%
Payroll Taxes		268.51	368.70		(100.19)	-27%	2,847.53	4,793.05		(1,945.52)	-41%
Workers Comp		165.79	217.27		(51.48)	-24%	2,443.46	2,824.48		(381.02)	-13%
401(k) Plan		32.78	32.92		(0.14)	0%	346.03	427.96		(81.93)	-19%
Health & Welfare (Common Lot)		_	-		-	0%	_	-		-	0%
Total Payroll	\$	3,744.60	\$ 3,910.81	\$	(166.22)	-4%	\$ 40,239.77	\$ 50,840.58	\$	(10,600.81)	-21%
Liability Insurance		795.00	795.00		-	0%	9,540.00	9,540.00		-	0%
Material & Supplies		-	1,286.00		(1,286.00)	-100%	10,121.88	15,432.00		(5,310.12)	-34%
Repairs & Maintenance		7,378.71	1,904.25		5,474.46	287%	54,911.93	30,468.00		24,443.93	80%
Utilities		1,624.11	2,244.00		(619.89)	-28%	23,198.81	26,928.00		(3,729.19)	-14%
Communications		618.05	603.00		15.05	2%	6,782.54	7,453.00		(670.46)	-9%
Professional Services		175.00	287.50		(112.50)	-39%	2,582.50	3,450.00		(867.50)	-25%
Office Expenses		91.02	66.00		25.02	38%	691.17	792.00		(100.83)	-13%
Miscellaneous		-	25.00		(25.00)	-100%	-	300.00		(300.00)	-100%
Management Fee		-	-		-	0%	-	-		-	0%
Snow Removal		-	-		-	0%	13,160.00	11,400.00		1,760.00	15%
Security Services		1,317.84	1,079.00		238.84	22%	15,950.43	12,948.00		3,002.43	23%
Call Center Costs		-	-		-	0%	-	-		-	0%
Recruiting Expenses		-	-		-	0%	-	-		-	0%
Auto Expense		79.00	10.00		69.00	690%	129.00	120.00		9.00	8%
Uniforms & Laundry		11.83	127.00		(115.17)	-91%	473.11	1,524.00		(1,050.89)	-69%
PARCS System Support		1,001.39	1,022.00		(20.61)	-2%	12,070.85	11,970.00		100.85	1%
Common Lot Allocations		11,581.14	11,546.02		35.12	0%	131,840.80	146,160.27		(14,319.47)	-10%
Total Expense	\$	28,417.69	\$ 24,905.59	\$	3,512.10	14%	\$ 321,692.79	\$ 329,325.85	\$	(7,633.06)	-2%
Facility Profit(Loss)	\$	86,985.82	\$ 94,415.87	\$	(7,430.05)	-8%	\$ 1,189,413.89	\$ 1,187,179.09	\$	2,234.80	0%



### ParkBOI - Capital City Development Corporation Capitol & Main (Capitol Terrace) September 2019

Operated by The Car Park			Current	Month				Year-to-l	Date	<del>e</del>	
	A	ctual	Budget	Varianc	e (\$)	Variance (%)	 Actual	Budget	V	ariance (\$)	Variance (%)
INCOME	-										
Monthly Parking	- \$ 6	52,217.30	\$ 53,510.05	\$ 8,70	7.25	16%	\$ 756,235.31	\$ 642,120.60	\$	114,114.71	18%
Transient Parking	16	54,362.28	193,892.78	(29,53	30.50)	-15%	2,151,838.12	2,226,698.59		(74,860.47)	-3%
Discounted Parking	(6	53,246.00)	(58,495.00)	(4,75	51.00)	0%	(780,150.00)	(725,244.20)		(54,905.80)	0%
TCP Refunds	`	-	-		-	0%	(352.00)	-		(352.00)	0%
Validation Sales		3,581.69	2,686.34	89	95.35	33%	24,372.12	39,445.72		(15,073.60)	-38%
Post-Pays/Violations		73.92	63.53	1	0.39	16%	2,807.91	3,778.92		(971.01)	-26%
Hotel Overnite		-	-		-	0%	-	-		-	0%
Special Event		-	-		-	0%	-	-		-	0%
Total Revenue	\$ 16	6,989.19	\$ 191,657.70	\$ (24,66	8.51)	-13%	\$ 2,154,751.46	\$ 2,186,799.63	\$	(32,048.17)	-1%
EXPENSES	-										
Payroll	_	5,325.38	6,908.46	(1,58	33.08)	-23%	60,338.97	89,809.98		(29,471.01)	-33%
Payroll Taxes		434.72	773.75	(33	39.03)	-44%	5,069.80	10,058.72		(4,988.92)	-50%
Workers Comp		344.81	455.96	(11	1.15)	-24%	4,205.62	5,927.46		(1,721.84)	-29%
401(k) Plan		53.25	69.08	(1	5.83)	-23%	603.39	898.06		(294.67)	-33%
Health & Welfare (Common Lot)		-	-		-	0%	-	-		-	0%
Total Payroll	\$	6,158.16	\$ 8,207.25	\$ (2,04	9.08)	-25%	\$ 70,217.78	\$ 106,694.22	\$	(36,476.44)	-34%
Liability Insurance		993.00	993.00		_	0%	11,916.00	11,916.00		-	0%
Material & Supplies		2,098.89	1,176.00	92	22.89	78%	11,516.05	14,112.00		(2,595.95)	-18%
Repairs & Maintenance	1	11,269.33	3,336.00	7,93	33.33	238%	58,652.19	53,376.00		5,276.19	10%
Utilities		1,699.79	1,604.00	9	5.79	6%	21,063.43	19,248.00		1,815.43	9%
Communications		631.07	623.00		8.07	1%	6,938.80	7,693.00		(754.20)	-10%
Professional Services		175.00	278.75	(10	3.75)	-37%	2,217.50	3,345.00		(1,127.50)	-34%
Office Expenses		25.50	77.00	(5	51.50)	-67%	330.06	924.00		(593.94)	-64%
Miscellaneous		-	25.00	(2	25.00)	-100%	-	300.00		(300.00)	-100%
Management Fee		-	-		-	0%	-	-		-	0%
Snow Removal		-	-		-	0%	13,160.00	10,800.00		2,360.00	22%
Security Services		1,317.84	1,079.00	23	88.84	22%	15,950.47	12,948.00		3,002.47	23%
Call Center Costs		-	-		-	0%	-	-		-	0%
Recruiting Expenses		-	-		-	0%	-	-		-	0%
Auto Expense		-	10.00	(1	(0.00)	-100%	-	120.00		(120.00)	-100%
Uniforms & Laundry		-	84.35	(8	34.35)	-100%	461.30	1,012.20		(550.90)	-54%
PARCS System Support		1,001.39	1,022.00	(2	20.61)	-2%	12,070.85	11,970.00		100.85	1%
Common Lot Allocations	1	14,420.39	14,432.53	(1	2.14)	0%	164,163.06	182,700.34		(18,537.27)	-10%
Total Expense	\$ 3	9,790.37	\$ 32,947.88	\$ 6,84	2.49	21%	\$ 388,657.49	\$ 437,158.76	\$	(48,501.26)	-11%
Facility Profit(Loss)	\$ 12	7,198.83	\$ 158,709.82	\$ (31,51	1.00)	-20%	\$ 1,766,093.97	\$ 1,749,640.87	\$	16,453.10	1%



### ParkBOI - Capital City Development Corporation 9th & Front (City Centre) September 2019

Operated by The Car Park			Current	Moi	nth			Year-to-l	Date		
		Actual	Budget	V	ariance (\$)	Variance (%)	Actual	Budget	Va	ariance (\$)	Variance (%)
INCOME	-										
Monthly Parking	\$	60,594.20	\$ 53,776.80	\$	6,817.40	13%	\$ 741,034.74	\$ 645,321.60	\$	95,713.14	15%
Transient Parking		134,407.12	129,059.48		5,347.64	4%	1,528,479.73	1,478,155.93		50,323.80	3%
Discounted Parking		(59,337.00)	(55,090.16)		(4,246.84)	0%	(654,339.00)	(631,430.20)		(22,908.80)	0%
TCP Refunds		(6.00)	-		(6.00)	0%	(1,717.00)	-		(1,717.00)	0%
Validation Sales		4,119.88	3,089.99		1,029.89	33%	28,034.26	45,372.82		(17,338.56)	-38%
Post-Pays/Violations		85.03	73.84		11.19	15%	3,235.82	3,432.45		(196.63)	-6%
Hotel Overnite		-	-		-	0%	-	-		-	0%
Special Event		-	500.00		(500.00)	-100%	104,175.95	65,982.15		38,193.80	58%
Total Revenue	\$ 1	39,863.22	\$ 131,409.95	\$	8,453.27	6%	\$ 1,748,904.50	\$ 1,606,834.75	\$ 1	142,069.74	9%
EXPENSES	-										
Payroll		5,035.44	5,443.43		(407.99)	-7%	50,676.64	75,459.59		(24,782.95)	-33%
Payroll Taxes		384.34	609.66		(225.32)	-37%	3,993.03	8,451.47		(4,458.44)	-53%
Workers Comp		279.80	359.27		(79.47)	-22%	3,284.51	4,980.33		(1,695.82)	-34%
401(k) Plan		50.35	54.43		(4.08)	-7%	506.77	754.57		(247.80)	-33%
Health & Welfare (Common Lot)		-	-		-	0%	-	-		-	0%
Total Payroll	\$	5,749.93	\$ 6,466.79	\$	(716.85)	-11%	\$ 58,460.95	\$ 89,645.97	\$	(31,185.02)	-35%
Liability Insurance		1,139.00	1,139.00		-	0%	13,668.00	13,668.00		-	0%
Material & Supplies		21.16	1,411.00		(1,389.84)	-99%	11,372.41	16,932.00		(5,559.59)	-33%
Repairs & Maintenance		11,814.11	3,496.50		8,317.61	238%	66,974.69	55,944.00		11,030.69	20%
Utilities		2,279.26	3,150.00		(870.74)	-28%	33,427.21	37,800.00		(4,372.79)	-12%
Communications		580.64	578.00		2.64	0%	6,350.81	7,153.00		(802.19)	-11%
Professional Services		175.00	901.00		(726.00)	-81%	2,217.50	10,812.00		(8,594.50)	-79%
Office Expenses		8.50	66.00		(57.50)	-87%	365.42	792.00		(426.58)	-54%
Miscellaneous		-	25.00		(25.00)	-100%	-	300.00		(300.00)	-100%
Management Fee		-	-		-	0%	-	-		-	0%
Snow Removal		-	-		-	0%	13,160.00	10,284.00		2,876.00	28%
Security Services		1,317.84	1,079.00		238.84	22%	15,950.42	12,948.00		3,002.42	23%
Call Center Costs		-	-		-	0%	-	-		-	0%
Recruiting Expenses		-	-		-	0%	-	-		-	0%
Auto Expense		-	10.00		(10.00)	-100%	-	120.00		(120.00)	-100%
Uniforms & Laundry		-	-		-	0%	461.28	-		461.28	0%
PARCS System Support		1,001.39	1,022.00		(20.61)	-2%	12,320.85	11,970.00		350.85	3%
Common Lot Allocations		16,587.19	16,560.96		26.22	0%	188,830.05	209,644.02		(20,813.97)	-10%
Total Expense	\$	40,674.02	\$ 35,905.25	\$	4,768.77	13%	\$ 423,559.59	\$ 478,012.99	\$	(54,453.40)	-11%
Facility Profit(Loss)	\$	99,189.20	\$ 95,504.70	\$	3,684.50	4%	\$ 1,325,344.91	\$ 1,128,821.76	\$ 1	196,523.15	17%



### ParkBOI - Capital City Development Corporation 10th & Front (Grove) September 2019

Operated by The Car Park			Current	Mo	nth					Year-to-I	Date	<u> </u>	
		Actual	Budget	V	ariance (\$)	Variance (%)		Actual		Budget	V	ariance (\$)	Variance (%)
INCOME	-												
Monthly Parking	\$	75,179.20	\$ 80,061.86	\$	(4,882.66)	-6%	\$	891,011.04	\$	955,853.52	\$	(64,842.48)	-7%
Transient Parking		27,278.52	26,258.78		1,019.74	4%		360,813.66		335,153.92		25,659.74	8%
Discounted Parking		(9,204.00)	(8,274.95)		(929.05)	0%		(117,918.00)		(107,392.29)		(10,525.71)	0%
TCP Refunds		-	-		-	0%		(591.00)		-		(591.00)	0%
Validation Sales		3,934.30	2,950.80		983.50	33%		31,123.45		43,329.00		(12,205.55)	-28%
Post-Pays/Violations		81.20	3,783.32		(3,702.12)	-98%		3,084.34		38,936.02		(35,851.68)	-92%
Hotel Overnite		_	_		-	0%		-		_		-	0%
Special Event		-	-		-	0%		-		-		-	0%
Total Revenue	\$	97,269.21	\$ 104,779.81	\$	(7,510.60)	-7%	\$	1,167,523.49	\$ 1	,265,880.17	\$	(98,356.68)	-8%
EXPENSES	-												
Payroll	•	1,563.08	1,504.98		58.10	4%		17,118.76		19,564.80		(2,446.04)	-13%
Payroll Taxes		128.23	168.56		(40.33)	-24%		1,468.25		2,191.26		(723.01)	-33%
Workers Comp		83.04	99.33		(16.29)	-16%		1,131.76		1,291.28		(159.52)	-12%
401(k) Plan		15.63	15.05		0.58	4%		171.19		195.64		(24.45)	-12%
Health & Welfare (Common Lot)		_	_		-	0%		-		-		-	0%
Total Payroll	\$	1,789.98	\$ 1,787.92	\$	2.06	0%	\$	19,889.96	\$	23,242.98	\$	(3,353.02)	-14%
Liability Insurance		1,089.00	1,089.00		-	0%		13,068.00		13,068.00		-	0%
Material & Supplies		662.50	947.00		(284.50)	-30%		9,497.53		11,364.00		(1,866.47)	-16%
Repairs & Maintenance		3,428.19	1,262.25		2,165.94	172%		28,058.89		20,196.00		7,862.89	39%
Utilities		1,634.26	2,074.00		(439.74)	-21%		22,770.75		24,888.00		(2,117.25)	-9%
Communications		768.97	614.00		154.97	25%		8,586.15		7,585.00		1,001.15	13%
Professional Services		175.00	347.25		(172.25)	-50%		2,217.50		4,167.00		(1,949.50)	-47%
Office Expenses		_	42.00		(42.00)	-100%		8.50		504.00		(495.50)	-98%
Miscellaneous		_	10.00		(10.00)	-100%		-		120.00		(120.00)	-100%
Management Fee		_	_		-	0%		-		-		-	0%
Snow Removal		_	_		-	0%		13,160.00		10,284.00		2,876.00	28%
Security Services		1,317.84	1,079.00		238.84	22%		15,950.42		12,948.00		3,002.42	23%
Call Center Costs		_	_		_	0%		-		_		-	0%
Recruiting Expenses		_	_		_	0%		_		-		_	0%
Auto Expense		_	10.00		(10.00)	-100%		_		120.00		(120.00)	-100%
Uniforms & Laundry		_	37.00		(37.00)	-100%		461.28		444.00		17.28	4%
PARCS System Support		1,001.39	1,022.00		(20.61)	-2%		12,070.85		11,970.00		100.85	1%
Common Lot Allocations		15,840.02	15,832.05		7.97	0%		180,324.19		200,416.73		(20,092.54)	-10%
Total Expense	\$	27,707.15	\$ 26,153.47	\$	1,553.68	6%	\$	326,064.02	\$	341,317.71	\$	(15,253.69)	-4%
Facility Profit(Loss)	\$	69,562.07	\$ 78,626.34	\$	(9,064.27)	-12%	-\$	841,459.47	\$	924,562.46	\$	(83,102.99)	-9%



### ParkBOI - Capital City Development Corporation Capitol & Front (Boulevard) September 2019

Operated by The Car Park			Current	Mo	nth				Year-to	-Da	ıte	
	Actual		Budget	V	ariance (\$)	Variance (%)	_	Actual	Budget	V	ariance (\$)	Variance (%)
INCOME	_											
Monthly Parking	<del>-</del> \$ 12,872.40	\$	11,698.20	\$	1,174.20	10%	9	166,569.28	\$ 140,378.40	\$	26,190.88	19%
Transient Parking	22,640.64	·	14,076.77		8,563.87	61%		214,865.98	182,845.55	·	32,020.43	18%
Discounted Parking	(8,844.00)		(4,444.27)		(4,399.73)	0%		(80,148.00)	(60,955.49)		(19,192.51)	0%
TCP Refunds	-		-		-	0%		(116.00)	-		(116.00)	
Validation Sales	1,858.87		1,169.18		689.69	59%		11,342.56	17,168.06		(5,825.50)	
Post-Pays/Violations	32.17		52.86		(20.69)	-39%		1,222.10	2,257.53		(1,035.43)	-46%
Hotel Overnite	14,768.30		18,758.75		(3,990.45)	-21%		210,164.60	251,988.65		(41,824.05)	
Special Event	, -		-		-	0%		-	-		-	0%
Total Revenue	\$ 43,328.38	\$	41,311.49	\$	2,016.89	5%		523,900.51	\$ 533,682.70	\$	(9,782.19)	-2%
EXPENSES	_											
Payroll	1,127.58		1,264.21		(136.63)	-11%		13,720.35	16,434.75		(2,714.40)	-17%
Payroll Taxes	87.05		141.59		(54.54)	-39%		1,096.54	1,840.69		(744.15)	
Workers Comp	56.81		83.44		(26.63)	-32%		828.19	1,084.69		(256.50)	
401(k) Plan	11.28		12.64		(1.36)	-11%		137.20	164.32		(27.12)	
Health & Welfare (Common Lot)	-		-		-	0%		-	-		-	0%
Total Payroll	\$ 1,282.72	\$	1,501.88	\$	(219.17)	-15%	,	15,782.28	\$ 19,524.45	\$	(3,742.17)	-19%
Liability Insurance	433.00		433.00		-	0%		5,196.00	5,196.00		-	0%
Material & Supplies	577.79		818.00		(240.21)	-29%		7,018.02	9,816.00		(2,797.98)	-29%
Repairs & Maintenance	2,967.95		679.50		2,288.45	337%		9,851.34	10,872.00		(1,020.66)	-9%
Utilities	399.39		728.00		(328.61)	-45%		6,459.55	8,736.00		(2,276.45)	-26%
Communications	768.96		668.00		100.96	15%		8,586.18	8,233.00		353.18	4%
Professional Services	175.00		222.25		(47.25)	-21%		2,217.50	2,667.00		(449.50)	-17%
Office Expenses	-		32.00		(32.00)	-100%		28.00	384.00		(356.00)	-93%
Miscellaneous	-		-		-	0%		-	-		-	0%
Management Fee	-		-		-	0%		-	-		-	0%
Snow Removal	-		-		-	0%		845.00	3,660.00		(2,815.00)	-77%
Security Services	1,317.84		1,079.00		238.84	22%		15,950.43	12,948.00		3,002.43	23%
Call Center Costs	-		-		-	0%		-	-		-	0%
Recruiting Expenses	-		-		-	0%		-	-		-	0%
Auto Expense	-		10.00		(10.00)	-100%		-	120.00		(120.00)	-100%
Uniforms & Laundry	-		-		-	0%		459.97	-		459.97	0%
PARCS System Support	1,001.39		1,022.00		(20.61)	-2%		12,070.85	11,970.00		100.85	1%
Common Lot Allocations	6,276.23		6,297.83		(21.60)	0%		71,449.21	79,723.78		(8,274.57)	-10%
Total Expense	\$ 15,200.27	\$	13,491.46	\$	1,708.81	13%		155,914.33	\$ 173,850.24	\$	(17,935.91)	-10%
Facility Profit(Loss)	\$ 28,128.12	\$	27,820.03	\$	308.09	1%		\$ 367,986.18	\$ 359,832.46	\$	8,153.72	2%



### ParkBOI - Capital City Development Corporation Capitol & Myrtle (Myrtle) September 2019

Operated by The Car Park		Curren	t Month				Year-to	-Date	
	Actual	Budget	Variance (\$)	Variance (%)		Actual	Budget	Variance (\$)	Variance (%)
INCOME	_								
Monthly Parking	\$ 34,042.40	\$ 27,606.20	\$ 6,436.20	23%	\$	404,532.78	\$ 331,274.40	\$ 73,258.38	22%
Transient Parking	52,320.14	50,371.00	1,949.14	4%		665,505.97	661,613.63	3,892.34	1%
Discounted Parking	(24,783.00)	(21,765.40)	(3,017.60)	0%		(320,001.00)	(313,366.37)	(6,634.63)	0%
TCP Refunds	(15.00)	-	(15.00)	0%		(124.00)	-	(124.00)	0%
Validation Sales	2,486.77	1,865.12	621.65	33%		17,310.58	27,951.39	(10,640.81)	-38%
Post-Pays/Violations	51.32	25.71	25.61	100%		1,974.53	2,010.72	(36.19)	-2%
Hotel Overnite	15,936.00	19,388.72	(3,452.72)	-18%		224,599.00	231,619.44	(7,020.44)	
Special Event	-	-	-	0%		-	-	-	0%
Total Revenue	\$ 80,038.63	\$ 77,491.35	\$ 2,547.28	3%	\$	993,797.86	\$ 941,103.21	\$ 52,694.65	6%
EXPENSES	_								
Payroll	2,675.93	1,710.79	965.14	56%		21,951.00	22,240.27	(289.27)	-1%
Payroll Taxes	217.00	191.61	25.39	13%		1,733.83	2,490.91	(757.08)	
Workers Comp	98.07	112.91	(14.84)			1,406.91	1,467.86	(60.95)	
401(k) Plan	26.76	17.11	9.65	56%		219.51	222.42	(2.91)	
Health & Welfare (Common Lot)	_	_	_	0%		_	_	-	0%
Total Payroll	\$ 3,017.76	\$ 2,032.42	\$ 985.34	48%	\$	25,311.25	\$ 26,421.45	\$ (1,110.20)	-4%
Liability Insurance	687.00	687.00	_	0%		8,244.00	8,244.00	-	0%
Material & Supplies	991.00	1,148.00	(157.00)			9,069.61	13,776.00	(4,706.39)	-34%
Repairs & Maintenance	1,746.24	1,438.50	307.74	21%		21,401.12	23,016.00	(1,614.88)	
Utilities	1,031.25	1,571.00	(539.75)			16,441.36	18,852.00	(2,410.64)	
Communications	781.98	663.00	118.98	18%		8,742.44	8,173.00	569.44	7%
Professional Services	175.00	252.50	(77.50)			2,217.50	3,030.00	(812.50)	
Office Expenses	8.50	42.00	(33.50)			34.00	504.00	(470.00)	
Miscellaneous	_	10.00	(10.00)			_	120.00	(120.00)	
Management Fee	_	_	_	0%		_	_	-	0%
Snow Removal	-	-	_	0%		13,160.00	10,284.00	2,876.00	28%
Security Services	1,317.84	1,079.00	238.84	22%		15,950.46	12,948.00	3,002.46	23%
Call Center Costs	-	-	_	0%		-	,	-	0%
Recruiting Expenses	_	_	_	0%		_	_	_	0%
Auto Expense	_	10.00	(10.00)			_	120.00	(120.00)	
Uniforms & Laundry	_	-	_	0%		621.07	-	621.07	0%
PARCS System Support	1,001.39	1,022.00	(20.61)			12,070.74	11,970.00	100.74	1%
Common Lot Allocations	10,012.09	10,000.72	11.36	0%		113,978.50	126,598.41	(12,619.91)	
Total Expense	\$ 20,770.04	\$ 19,956.14	\$ 813.90	4%	\$	247,242.05	\$ 264,056.87	\$ (16,814.82)	-6%
Facility Profit(Loss)	\$ 59,268.59	\$ 57,535.21	\$ 1,733.38	3%	-\$	746,555.81	\$ 677,046.34	\$ 69,509.47	10%



### ParkBOI - Capital City Development Corporation Common Lot September 2019

Operated by The Car Park			Curren	t M	onth			Year-to	-Date		
		Actual	Budget	V	ariance (\$)	Variance (%)	 Actual	Budget	Variance	(\$)	Variance (%
INCOME	_										
Monthly Parking	\$	-	\$ -	\$	-	0.0%	\$ -	\$ -	\$	-	0.0
Transient Parking		-	-		-	0.0%	-	-		-	0.0
Discounted Parking		-	-		-	0.0%	-	-		-	0.0
TCP Refunds		(70.00)	-		(70.00)	0%	(7,155.00)	-	(7,155	5.00)	0.0
Validation Sales		-	-		-	0.0%	-	-		-	0.0
Post-Pays/Violations		-	-		-	0.0%	-	-		-	$0.0^{\circ}$
Hotel Overnite		-	-		-	0.0%	-	-		-	$0.0^{\circ}$
Special Event		-	-		-	0.0%	_	-		-	$0.0^{\circ}$
			-		-	0.0%	-	-		-	$0.0^{\circ}$
Total Revenue	\$	(70.00)	\$ -	\$	(70.00)	0%	\$ (7,155.00)	\$ -	\$ (7,155	.00)	\$ -
EXPENSES	_										
Payroll		40,387.44	35,523.67		4,863.77	14%	430,352.37	461,807.67	(31,455	5.30)	-79
Payroll Taxes		3,172.73	3,978.65		(805.92)	-20%	34,649.88	51,722.46	(17,072	2.58)	-339
Workers Comp		1,948.64	2,344.56		(395.92)	-17%	27,021.37	30,479.31	(3,457	7.94)	-119
401(k) Plan		403.87	355.24		48.63	14%	4,705.88	4,618.12	87	7.76	29
Health & Welfare (Common Lot)		7,590.00	10,143.00		(2,553.00)	-25%	93,840.00	121,716.00	(27,876	5.00)	-239
Total Payroll	\$	53,502.68	\$ 52,345.12	\$	1,157.57	2%	\$ 590,569.50	\$ 670,343.55	\$ (79,774	.05)	-12
Liability Insurance		414.00	414.00		-	0%	4,968.00	4,968.00		-	0
Material & Supplies		252.17	520.00		(267.83)	-52%	3,288.55	6,240.00	(2,951	.45)	-479
Repairs & Maintenance		14.57	550.00		(535.43)	-97%	4,332.92	6,600.00	(2,267	7.08)	-34
Utilities		-	-		-	0%	-	-		-	0
Communications		1,268.19	938.00		330.19	35%	15,136.77	11,256.00	3,880	).77	349
Professional Services		258.82	50.00		208.82	418%	2,470.52	600.00	1,870	0.52	3129
Office Expenses		2,612.70	3,575.00		(962.30)	-27%	32,748.65	49,900.00	(17,151	1.35)	-34
Miscellaneous		-	200.00		(200.00)	-100%	-	2,400.00	(2,400	(00.0)	-100
Management Fee		6,891.00	6,563.00		328.00	5%	82,692.00	78,756.00	3,936	5.00	5'
Snow Removal		-	-		-	0%	-	-		-	0
Security Services		-	-		-	0%	-	-		-	0,
Call Center Costs		9,215.00	9,215.00		-	0%	110,580.00	110,580.00		-	0
Recruiting Expenses		88.38	125.00		(36.62)	-29%	517.35	1,500.00	(982	2.65)	-669
Auto Expense		116.00	100.00		16.00	16%	2,541.75	1,200.00	1,341	1.75	1129
Uniforms & Laundry		83.54	75.00		8.54	11%	739.80	900.00	(160	0.20)	-189
PARCS System Support		-	-		-	0%	-	-	•	-	0
Common Lot Allocations		(74,717.05)	(74,670.12)		(46.94)		(850,585.81)	(945,243.55)	94,657	7.74	0
Total Expense	\$	-	\$ -	\$	(0.00)	0%	\$ -	\$ -	\$ (0	.00)	0
Facility Profit(Loss)	\$	(70.00)	\$ -	\$	(70.00)	0%	\$ (7,155.00)	\$ _	\$ (7,155	5.00)	00



Operated by The Car Park

## ParkBOI - Capital City Development Corporation 11th & Front September 2019

I have reviewed and approve the attached report.

David Deignan General Manager ParkBOI

David Deignan

## 11th & Front Garage

Statement of Revenue September 2019

\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	68,868.00 9,711.00 (5,277.00) 363.00 - 9,937.50 - (843.04) <b>82,759.46</b> 5,363.72 470.66 353.56 1,566.25		75,175.00 2,863.22 (710.42) 100.00 50.00 4,464.00 250.00 (500.00) 81,691.80		(6,307.00) 6,847.78 (4,566.58) 263.00 (50.00) 5,473.50 (250.00) (343.04) 1,067.66
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	68,868.00 9,711.00 (5,277.00) 363.00 - 9,937.50 - (843.04) <b>82,759.46</b> 5,363.72 470.66 353.56 1,566.25	\$ \$ \$ \$ \$ \$ \$	75,175.00 2,863.22 (710.42) 100.00 50.00 4,464.00 250.00 (500.00) <b>81,691.80</b>	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	(6,307.00) 6,847.78 (4,566.58) 263.00 (50.00) 5,473.50 (250.00) (343.04) <b>1,067.66</b>
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	9,711.00 (5,277.00) 363.00 - 9,937.50 - (843.04) 82,759.46 5,363.72 470.66 353.56 1,566.25	\$ \$ \$ \$ \$ \$	2,863.22 (710.42) 100.00 50.00 4,464.00 250.00 (500.00) <b>81,691.80</b>	\$ \$ \$ \$ \$ \$	(6,307.00) 6,847.78 (4,566.58) 263.00 (50.00) 5,473.50 (250.00) (343.04) <b>1,067.66</b>
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	9,711.00 (5,277.00) 363.00 - 9,937.50 - (843.04) 82,759.46 5,363.72 470.66 353.56 1,566.25	\$ \$ \$ \$ \$ \$	2,863.22 (710.42) 100.00 50.00 4,464.00 250.00 (500.00) <b>81,691.80</b>	\$ \$ \$ \$ \$ \$	6,847.78 (4,566.58) 263.00 (50.00) 5,473.50 (250.00) (343.04) <b>1,067.66</b>
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	(5,277.00) 363.00 - 9,937.50 - (843.04) 82,759.46 5,363.72 470.66 353.56 1,566.25	\$ \$ \$ \$ \$ \$ \$	(710.42) 100.00 50.00 4,464.00 250.00 (500.00) <b>81,691.80</b>	\$ \$ \$ \$ \$	(4,566.58) 263.00 (50.00) 5,473.50 (250.00) (343.04) <b>1,067.66</b>
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	363.00 9,937.50 (843.04) 82,759.46 5,363.72 470.66 353.56 1,566.25	\$ \$ \$ \$ \$	100.00 50.00 4,464.00 250.00 (500.00) <b>81,691.80</b> 6,284.05	\$ \$ \$ \$ \$	263.00 (50.00) 5,473.50 (250.00) (343.04) <b>1,067.66</b>
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	9,937.50 - (843.04) <b>82,759.46</b> 5,363.72 470.66 353.56 1,566.25	\$ \$ \$ \$	50.00 4,464.00 250.00 (500.00) <b>81,691.80</b> 6,284.05	\$ \$ \$ \$	(50.00) 5,473.50 (250.00) (343.04) <b>1,067.66</b>
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	9,937.50 (843.04) 82,759.46 5,363.72 470.66 353.56 1,566.25	\$ \$ \$ \$	4,464.00 250.00 (500.00) <b>81,691.80</b> 6,284.05	\$ \$ \$	5,473.50 (250.00) (343.04) <b>1,067.66</b>
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	(843.04) <b>82,759.46</b> 5,363.72 470.66 353.56 1,566.25	\$ \$ \$ \$	250.00 (500.00) <b>81,691.80</b> 6,284.05	\$ \$	(250.00) (343.04) <b>1,067.66</b>
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	5,363.72 470.66 353.56 1,566.25	\$ \$	(500.00) <b>81,691.80</b> 6,284.05	\$	(343.04) <b>1,067.66</b>
\$ \$ \$ \$ \$ \$	5,363.72 470.66 353.56 1,566.25	\$	<b>81,691.80</b> 6,284.05	·	1,067.66
\$ \$ \$ \$	5,363.72 470.66 353.56 1,566.25	\$	6,284.05	\$	
\$ \$ \$ \$	470.66 353.56 1,566.25	\$		\$	(020.22)
\$ \$ \$ \$	470.66 353.56 1,566.25	\$			(920.33)
\$ \$ \$ \$	1,566.25	\$	. 55.51	\$	(233.16)
\$ \$	,		414.75	\$	(61.19)
\$	446.60	\$	1,566.25	\$	-
	116.60	\$	822.00	\$	(705.40)
	1,654.00	\$	978.00	\$	676.00
\$	1,125.36	\$	1,115.38	\$	9.98
\$	-	\$	257.00	\$	(257.00)
\$	100.00	\$	500.00	\$	(400.00)
\$	-	\$	-	\$	-
\$	-	\$	20.00	\$	(20.00)
\$	2,100.00	\$	2,100.00	\$	-
\$	-	\$	-	\$	=
\$	3,713.60	\$	4,000.00	\$	(286.40)
\$	1,200.00	\$	1,200.00	\$	-
\$	-	\$	25.00	\$	(25.00)
\$	-	\$	65.83	\$	(65.83)
\$	-	\$	100.00	\$	(100.00)
\$	-	\$	15.00	\$	(15.00)
\$	=	\$	15.00	\$	(15.00)
\$	-	\$	15.00	\$	(15.00)
\$	-	\$	95.00	\$	(95.00)
\$	408.61	\$	400.00	\$	8.61
\$	175.50	\$	=	\$	175.50
\$	-	\$	-	\$	-
	18,347.86		20,692.07		(2,344.21)
	64,411.60		60,999.73		3,411.87
\$	-	\$	=	\$	-
\$	99.95	\$	98.66	\$	1.29

September 2013
P
Monthly Permit Income Transient Income Discounted Parking Validation Income Post-Pay/Violation Income Hotel Overnight Event Parking Less: Credit Card Fees Gross Revenues
Payroll Payroll Taxes Workers Comp Liability Insurance Materials & Supplies Repairs and Maintenance Utilities Communications Professional Services Tickets and Printing Miscellaneous Management Fee Snow Removal Security Services Call Center Costs Auto Expense Uniforms & Laundry Amano System Support
Personnel Selection Employee Relations Drug Screen/Criminal Rubbish/Sweeping Wireless Services/Internet Data Processing Insurance Claims Total Expenses  Net Profit  Cash Bank in Amano Equip
Casii Bank in Amano Equip

Revenue per Space

	١	/TD	September	
	2019		Budget	er/(Under) Budget
\$	846,658.00	\$	865,725.00	\$ (19,067.00)
\$	110,177.00	\$	36,347.04	\$ 73,829.96
\$	(57,264.00)	\$	(9,018.44)	\$ (48,245.56)
\$	2,172.00	\$	1,200.00	\$ 972.00
\$	, =	\$	600.00	\$ (600.00)
\$	120,286.38	\$	52,416.00	\$ 67,870.38
\$	· -	\$	3,000.00	\$ (3,000.00)
\$	(11,181.03)	\$	(6,000.00)	\$ (5,181.03)
	1,010,848.35		944,269.60	66,578.75
\$	65,208.72	\$	84,834.62	\$ (19,625.90)
\$	5,788.39	\$	9,501.48	\$ (3,713.09)
\$	4,286.04	\$	5,599.08	\$ (1,313.04)
\$	18,795.00	\$	18,795.00	\$ (1)515151.)
\$	3,239.22	\$	9,864.00	\$ (6,624.78)
\$	6,122.89	\$	11,736.00	\$ (5,613.11)
\$	19,442.45	\$	13,384.56	\$ 6,057.89
\$	1,928.92	\$	3,084.00	\$ (1,155.08)
\$	1,458.05	\$	5,000.00	\$ (3,541.95)
\$	, =	\$	-	\$ -
\$	=	\$	240.00	\$ (240.00)
\$	25,200.00	\$	25,200.00	\$ -
\$	14,440.00	\$	10,800.00	\$ 3,640.00
\$	44,923.05	\$	48,000.00	\$ (3,076.95)
\$	14,400.00	\$	14,400.00	\$ -
\$	-	\$	300.00	\$ (300.00)
\$	-	\$	789.96	\$ (789.96)
\$	-	\$	1,200.00	\$ (1,200.00)
\$	-	\$	180.00	\$ (180.00)
\$	=	\$	180.00	\$ (180.00)
\$	=	\$	180.00	\$ (180.00)
\$	-	\$	1,140.00	\$ (1,140.00)
\$	5,508.92	\$	4,800.00	\$ 708.92
\$	2,143.00	\$	-	\$ 2,143.00
\$	59.00	\$	-	\$ 59.00
	232,943.65		269,208.70	(36,265.05)
	777,904.70		675,060.90	102,843.80
\$	_	\$	_	\$ _
,				

\$ 101.74 \$

95.04 \$

6.70

## 11th & Front Garage - CCDC (30.1%)

Statement of Revenue September 2019

			2019				Y	TD S	September	
Sep	otember	I	Budget	r/(Under) udget			2019	I	Budget	r/(Under) Budget
\$	20,729.27	\$	22,627.67	\$ (1,898.41)	Monthly Permit Income	\$	254,844.06	\$	260,583.22	\$ (5,739.10
\$	2,923.01	\$	861.83	\$ 2,061.18	Transient Income	\$	33,163.28	\$	10,940.46	\$ 22,222.82
\$	(1,588.38)	\$	(213.83)	\$ (1,374.54)	Discounted Parking	\$	(17,236.46)	\$	(2,714.55)	\$ (14,521.9)
\$	109.26	\$	30.10	\$ 79.16	Validation Income	\$	653.77	\$	361.20	\$ 292.5
\$	-	\$	15.05	\$ (15.05)	Post-Pay/Violation Income	\$	-	\$	180.60	\$ (180.6
\$	2,991.19	\$	1,343.66	\$ 1,647.52	Hotel Overnight	\$	36,206.20	\$	15,777.22	\$ 20,428.9
\$	-	\$	75.25	\$ (75.25)	Event Parking	\$	-	\$	903.00	\$ (903.0
\$	(253.76)	\$	(150.50)	\$ (103.26)	Less: Credit Card Fees	\$	(3,365.49)	\$	(1,806.00)	\$ (1,559.4
	24,910.59		24,589.23	321.35	Gross Revenues		304,265.36		284,225.15	20,040.2
\$	1,614.48	\$	1,891.50	\$ (277.02)	Payroll	\$	19,627.82	\$	25,535.22	\$ (5,907.4
\$	141.67	\$	211.84	\$ (70.18)	Payroll Taxes	\$	1,742.31	\$	2,859.95	\$ (1,117.6
\$	106.42	\$	124.84	\$ (18.42)	Workers Comp	\$	1,290.10	\$	1,685.32	\$ (395.2
\$	471.44	\$	471.44	\$ -	Liability Insurance	\$	5,657.29	\$	5,657.29	\$ -
\$	35.10	\$	247.42	\$ (212.33)	Materials & Supplies	\$	975.01	\$	2,969.06	\$ (1,994.0
\$	497.85	\$	294.38	\$ 203.48	Repairs and Maintenance	\$	1,842.99	\$	3,532.54	\$ (1,689.5
\$	338.73	\$	335.73	\$ 3.00	Utilities	\$	5,852.18	\$	4,028.75	\$ 1,823.4
\$	-	\$	77.36	\$ (77.36)	Communications	\$	580.60	\$	928.28	\$ (347.6
\$	30.10	\$	150.50	\$ (120.40)	<b>Professional Services</b>	\$	438.87	\$	1,505.00	\$ (1,066.1
\$	-	\$	-	\$ -	<b>Tickets and Printing</b>	\$	-	\$	-	\$ -
\$	-	\$	6.02	\$ (6.02)	Miscellaneous	\$	-	\$	72.24	\$ (72.2
\$	632.10	\$	632.10	\$ -	Management Fee	\$	7,585.20	\$	7,585.20	\$ -
\$	-	\$	-	\$ -	Snow Removal	\$	4,346.44	\$	3,250.80	\$ 1,095.6
\$	1,117.79	\$	1,204.00	\$ (86.21)	Security Services	\$	13,521.84	\$	14,448.00	\$ (926.1
\$	361.20	\$	361.20	\$ -	Call Center Costs	\$	4,334.40	\$	4,334.40	\$ -
\$	-	\$	7.52	\$ (7.52)	Auto Expense	\$	-	\$	90.30	\$ (90.3
\$	-	\$	19.81	\$ (19.81)	Uniforms & Laundry	\$	-	\$	237.78	\$ (237.7
\$	-	\$	30.10	\$ (30.10)	Amano System Support	\$	-	\$	361.20	\$ (361.2
\$	-	\$	4.51	\$ (4.51)	Personnel Selection	\$	-	\$	54.18	\$ (54.1
\$	-	\$	4.51	\$ (4.51)	<b>Employee Relations</b>	\$	-	\$	54.18	\$ (54.1
\$	-	\$	4.51	\$ (4.51)	Drug Screen/Criminal	\$	-	\$	54.18	\$ (54.1
\$	-	\$	28.59	\$ (28.59)	Rubbish/Sweeping	\$	-	\$	343.14	\$ (343.1
\$	122.99	\$	120.40	\$ 2.59	Wireless Services/Internet	\$	1,658.18	\$	1,444.80	\$ 213.3
\$	52.83	\$	-	\$ 52.83	Data Processing	\$	645.04	\$	-	\$ 645.0
\$	-	\$	-	\$ -	Insurance Claims	\$	17.76	\$	-	\$ 17.7
	5,522.70		6,228.28	(705.58)	Total Expenses		70,116.03		81,031.81	(10,915.7
	19,387.89		18,360.95	1,026.93	Net Profit	1	234,149.33		203,193.34	30,955.99

## **FY2020 Financial Statements**



### ParkBOI - Capital City Development Corporation Consolidated Monthly Report September 2020

I have reviewed and approve the attached report.

David Deignan

David Deignan
General Manager
ParkBOI



#### ParkBOI - Capital City Development Corporation Consolidated September 2020

Operated by The Car Park			Current I	Month				Year-to-Date				
		Actual	Budget	Variance (\$)	Variance (%)	-	Actual		Budget	Variance (\$)	Variance (%)	
INCOME	_											
Monthly Parking	\$	250,912.17	\$ 317,372.52	\$ (66,460.35	-21%	\$	2,870,008.95	\$	3,727,567.40	\$ (857,558.45)	-23%	
Transient Parking		264,303.72	515,596.92	(251,293.20	-49%		3,588,065.02		6,430,808.79	(2,842,743.77)	-44%	
Discounted Parking		(117,909.00)	(200,322.39)	82,413.39	0%		(1,335,777.00)		(2,536,655.40)	1,200,878.40	0%	
TCP Refunds		(3,597.50)	-	(3,597.50	) 0%		(24,273.00)		-	(24,273.00)	0%	
Validation Sales		5,244.00	14,224.50	(8,980.50	-63%		73,289.00		127,804.00	(54,515.00)	-43%	
Post-Pays/Violations		953.08	2,454.47	(1,501.39	-61%		17,713.60		27,397.73	(9,684.13)	-35%	
Hotel Overnite		38,612.80	33,604.30	5,008.50	15%		311,896.10		440,233.50	(128,337.40)	-29%	
Special Event		-	-	-	0%		88,984.14		99,094.20	(10,110.06)	-10%	
Total Revenue	\$	438,519.27	\$ 682,930.32	\$ (244,411.05	-36%	\$	5,589,906.81	\$	8,316,250.22	\$ (2,726,343.41)	-33%	
EXPENSES	-											
Payroll	_	54,392.03	51,097.41	3,294.62	6%		559,392.32		667,760.79	(108,368.47)	-16%	
Payroll Taxes		5,167.24	4,854.25	312.99	6%		47,481.01		63,437.27	(15,956.27)		
Workers Comp		3,721.42	3,525.72	195.70	6%		37,816.37		46,075.49	(8,259.12)	-18%	
401(k) Plan		543.92	510.98	32.94	6%		5,593.92		6,677.64	(1,083.72)		
Health & Welfare (Common Lot)		4,830.00	9,500.00	(4,670.00	-49%		80,730.00		114,000.00	(33,270.00)		
Total Payroll	\$	68,654.61	\$ 69,488.37			\$		\$	897,951.20	\$ (166,937.58)		
Liability Insurance		5,662.00	5,662.00	_	0%		67,944.00		67,944.00	-	0%	
Material & Supplies		2,575.90	6,756.00	(4,180.10	-62%		59,245.85		81,072.00	(21,826.15)	-27%	
Repairs & Maintenance		8,836.36	16,702.00	(7,865.64	-47%		229,622.85		213,768.00	15,854.85	7%	
Utilities		8,662.73	10,989.00	(2,326.27			111,905.00		131,868.00	(19,963.00)	-15%	
Communications		4,747,43	6,784.27	(2,036.84	,		60,523,92		82,498,44	(21,974.52)		
Professional Services		1,214.86	2,376.00	(1,161.14	,		14,237.51		28,512.00	(14,274.49)		
Office Expenses		2,598.24	4,250.00	(1,651.76	,		34,087.10		51,000.00	(16,912.90)		
Miscellaneous		-	295.00	(295.00	,		76.62		3,540.00	(3,463.38)		
Management Fee		7,166,67	7,166.66	0.01	0%		86,000.04		86,000.00	0.04	0%	
Snow Removal		-	-	-	0%		38,540.00		66,804.00	(28,264.00)		
Security Services		7,542.64	8,190.00	(647.36			95,374.70		98,280.00	(2,905.30)		
Call Center Costs		8,990.00	8,990.00	-	0%		107,880.00		107,880.00	(=,- =====)	0%	
Recruiting Expenses		67.50	125.00	(57.50	*		7,802.65		1,500.00	6,302.65	420%	
Auto Expense		280.17	198.00	82.17	42%		2,384.94		2,376.00	8.94	0%	
Uniforms & Laundry		105.68	311.35	(205.67			1,782.01		3,736.20	(1,954.19)		
PARCS System Support		6.188.59	6,008.34	180.25	3%		75,637.99		72,100.08	3,537.91	5%	
Common Lot Allocations			-	-	0%		-		-	-	0%	
Total Expense	\$	133,293.38	\$ 154,291.99	\$ (20,998.61	-14%	\$	1,724,058.80	\$	1,996,829.92	\$ (272,771.12)	-14%	
Facility Profit(Loss)	\$	305,225.89	\$ 528,638.33	\$ (223,412.44	-42%	\$	3,865,848.01	\$	6,319,420.30	\$ (2,453,572.29)	-39%	

Total Due to Car Park

\$ 136,890.88



#### ParkBOI - Capital City Development Corporation 9th & Main (Eastman) September 2020

Operated by The Car Park		Curren	t Month			Year-to-Date				
	Actual	Budget	Variance (\$)	Variance (%)		Actual		Budget	Variance (\$)	Variance (%)
INCOME	-									
Monthly Parking	\$ 47,114.67	\$ 56,712.45	\$ (9,597.78)	-17%	\$	507,652.18	\$	657,422.96	\$ (149,770.78)	-23%
Transient Parking	102,664.65	104,559.05	(1,894.40)	-2%	-	1,191,129.81	-	1,423,720.82	(232,591.01)	-16%
Discounted Parking	(35,196.00)	(40,920.15)	5,724.15	0%		(360,018.00)		(569,627.88)	209,609.88	0%
TCP Refunds	(1,225.00)	-	(1,225.00)	0%		(1,355.00)		-	(1,355.00)	0%
Validation Sales	803.52	2,204.80	(1,401.28)	-64%		11,009.34		19,706.56	(8,697.22)	-44%
Post-Pays/Violations	70.54	380.44	(309.90)	-81%		1,835.49		4,246.65	(2,411.16)	-57%
Hotel Overnite	-	-	-	0%		-,		-	(=,:::::)	0%
Special Event	-	-	-	0%		-		-	-	0%
Total Revenue	\$ 114,232.38	\$ 122,936.59	\$ (8,704.21)	-7%	\$	1,350,253.82	\$	1 535 469 11	\$ (185,215.29)	-12%
Total Novolido	ψ 114,202.00	Ų 122,000.00	ψ (o,: o-:.2.)	1 70	•	.,000,200.02	۲	1,000,400.11	ψ (100,210.20)	1270
EXPENSES	=									
Payroll	3,376.58	3,395.96	(19.38)	-1%		34,239.46		44,147.46	(9,908.00)	-22%
Payroll Taxes	320.78	322.62	(1.84)	-1%		3,026.42		4,194.01	(1,167.59)	-28%
Workers Comp	232.98	234.32	(1.34)	-1%		2,327.00		3,046.17	(719.17)	-24%
401(k) Plan	33.77	33.96	(0.19)	-1%		342.39		441.48	(99.09)	-22%
Health & Welfare (Common Lot)	-	-	-	0%		-		-	-	0%
Total Payroll	\$ 3,964.10	\$ 3,986.86	\$ (22.75)	-1%	\$	39,935.28	\$	51,829.12	\$ (11,893.85)	-23%
Liability Insurance	811.00	811.00	-	0%		9,732.00		9,732.00	-	0%
Material & Supplies	112.90	1,359.00	(1,246.10)	-92%		9,895.82		16,308.00	(6,412.18)	-39%
Repairs & Maintenance	1,878.11	4,127.00	(2,248.89)	-54%		59,455.75		49,524.00	9,931.75	20%
Utilities	1,324.10	2,020.00	(695.90)	-34%		17,124.05		24,240.00	(7,115.95)	-29%
Communications	540.87	867.75	(326.88)	-38%		6,900.07		10,630.44	(3,730.37)	-35%
Professional Services	175.00	283.00	(108.00)	-38%		2,333.76		3,396.00	(1,062.24)	-31%
Office Expenses	59.86	66.00	(6.14)	-9%		488.64		792.00	(303.36)	-38%
Miscellaneous	-	25.00	(25.00)	-100%		33.00		300.00	(267.00)	-89%
Management Fee	-	-	-	0%		-		-	· - ·	0%
Snow Removal	-	-	_	0%		7,500.00		13,200.00	(5,700.00)	-43%
Security Services	1,257.10	1,365.00	(107.90)	-8%		15,895.77		16,380.00	(484.23)	-3%
Call Center Costs	-	-	· -	0%		-		-	· - ·	0%
Recruiting Expenses	-	-	_	0%		-		-	_	0%
Auto Expense	-	48.00	(48.00)	-100%		-		576.00	(576.00)	-100%
Uniforms & Laundry	-	115.00	(115.00)	-100%		221.91		1,380.00	(1,158.09)	-84%
PARCS System Support	1,031.43	1,001.39	30.04	3%		12,606.32		12,016.68	589.64	5%
Common Lot Allocations	10,999.91	10,236.96	762.95	7%		119,642.27		128,215.44	(8,573.17)	-7%
Total Expense	\$ 22,154.38	\$ 26,311.96	\$ (4,157.58)	-16%	\$	301,764.63	\$	338,519.68	\$ (36,755.05)	-11%
Facility Profit(Loss)	\$ 92,078.00	\$ 96,624.63	\$ (4,546.63)	-5%	\$	1,048,489.19	\$	1,196,949.44	\$ (148,460.24)	-12%



#### ParkBOI - Capital City Development Corporation Capitol & Main (Capitol Terrace) September 2020

Operated by The Car Park		Cu	rrent M	lonth			Year-t		
'	Actual	Budget		Variance (\$)	Variance (%)	 Actual	Budget	Variance (\$)	Variance (%)
INCOME									
Monthly Parking	\$ 54,047.50	\$ 69,819	.75 \$	(15,772.25)	-23%	\$ 599,189.54	\$ 807,503.4	\$ (208,313.86)	-26%
Transient Parking	83,469.15	171,876	5.32	(88,407.17)	-51%	1,102,979.24	2,177,744.4	3 (1,074,765.19)	-49%
Discounted Parking	(42,387.00	(60,212	2.16)	17,825.16	0%	(428,688.00)	(771,934.9	2) 343,246.92	0%
TCP Refunds	(915.00	))	- 1	(915.00)	0%	(3,501.50)	-	(3,501.50)	0%
Validation Sales	1,000.51	2,745	5.33	(1,744.82)	-64%	13,708.40	24,537.8	(10,829.41)	-44%
Post-Pays/Violations	637.85	473	5.71	164.14	35%	7,512.91	5,287.7	2,225.16	42%
Hotel Overnite	-		-	_	0%	· -	-		0%
Special Event	-		-	-	0%	-	-	-	0%
Total Revenue	\$ 95,853.01	\$ 184,702	.95 \$	(88,849.94)	-48%	\$ 1,291,200.59	\$ 2,243,138.4	\$ (951,937.88)	-42%
EXPENSES									
Payroll	4,720.59	7.036	33	(2,315.74)	-33%	61,535.38	91,472.2	(29,936.91)	-33%
Payroll Taxes	448.46	,	3.45	(220.00)		5,250.78	8,689.8	( , , ,	
Workers Comp	325.72		5.51	(159.79)		4,076.72	6,311.5	( , ,	
401(k) Plan	47.21		0.36	(23.15)		615.35	914.6		
Health & Welfare (Common Lot)	- 17.21	,	-	(23.13)	0%	-	, i i i i i i i i i i i i i i i i i i i	, (2),.55)	0%
Total Payroll	\$ 5,541.97	<b>\$</b> 8,260	.65 \$	(2,718.68)		\$ 71,478.24	\$ 107,388.42	2 \$ (35,910.19)	
Liability Insurance	1,013.00	1,013	5.00	_	0%	12,156.00	12,156.0	) -	0%
Material & Supplies	421.19			(851.81)		10,248.24	15,276.0		
Repairs & Maintenance	763.69	,		(2,572.31)		57.282.53	53,376.0	( , ,	7%
Utilities	1.926.08	- ,		482.08	33%	20,844.85	17,328.0		20%
Communications	540.87	,		(340.01)		6,906.03	10,788.0		
Professional Services	175.00		.75	(114.75)		2,228.88	3,477.0	( / /	
Office Expenses	9.82		.00	(67.18)		99.07	924.0	( / /	
Miscellaneous	-		.00	(25.00)		43.62	300.0		
Management Fee	_		_	-	0%	-	-	-	0%
Snow Removal	_		_	_	0%	7,500.00	13,164.0	(5,664.00)	-43%
Security Services	1,257.11	1.365	5.00	(107.89)		15,895.80	16,380.0	( , , ,	
Call Center Costs	-	,	_	-	0%	-	-	-	0%
Recruiting Expenses	_		_	_	0%	_	_	_	0%
Auto Expense	-	10	0.00	(10.00)		_	120.0	(120.00)	
Uniforms & Laundry	-		.35	(84.35)		330.51	1,012.2	,	
PARCS System Support	1,031.43			30.04	3%	12,606.33	12,016.6	()	5%
Common Lot Allocations	13,696.66	,		568.95	4%	148,973.92	164,421.3		
Total Expense	\$ 26,376.82	2 \$ 32,187	.73 \$	(5,810.91)	-18%	\$ 366,594.01	\$ 428,127.6	6 \$ (61,533.64)	-14%
Facility Profit(Loss)	\$ 69,476.19	\$ 152,515	.22 \$	(83,039.03)	-54%	\$ 924,606.57	\$ 1,815,010.8	\$ (890,404.24)	-49%



#### ParkBOI - Capital City Development Corporation 9th & Front (City Centre) September 2020

Operated by The Car Park				Current	M	onth			Year-to-Date				
	A	Actual		Budget	1	Variance (\$)	Variance (%)		Actual		Budget	Variance (\$)	Variance (%)
INCOME	-												
Monthly Parking	\$ 4	48,280.00	\$	65,047.95	\$	(16,767.95)	-26%	\$	580,130.85	\$	771,883.20	\$ (191,752.35)	-25%
Transient Parking		35,337.95	-	139,887.73	*	(104,549.78)	-75%	-	663,353.63	-	1,567,673.52	(904,319.89)	-58%
Discounted Parking		20,037.00)		(59,533.44)		39,496,44	0%		(283,965.00)		(665,375.88)	381,410.88	0%
TCP Refunds	(-	-		-		-	0%		(824.00)		-	(824.00)	0%
Validation Sales		1,150.85		3,157.84		(2,006.99)	-64%		15,768.22		28,224.86	(12,456.64)	-44%
Post-Pays/Violations		23.48		544.89		(521.41)	-96%		1,806.00		6,082.29	(4,276.29)	-70%
Hotel Overnite				-		-	0%		-,		-,	-	0%
Special Event		-		-		-	0%		88,984.14		99,094.20	(10,110.06)	-10%
Total Revenue	\$ 6	4,755.28	\$ 1	49,104.97	\$	(84,349.69)	-57%	-	1,065,253.84	\$	1.807.582.19	\$ (742,328.34)	-41%
		,	·	, .	·	(- , ,			,,	·	,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
EXPENSES													
Payroll		4,669.69		5,644.65		(974.96)	-17%		51,601.25		76,874.83	(25,273.58)	-33%
Payroll Taxes		443.62		536.24		(92.62)			4,385.78		7,303.11	(2,917.33)	-40%
Workers Comp		322.21		389.48		(67.27)			3,472.91		5,304.36	(1,831.45)	-35%
401(k) Plan		46.70		56.45		(9.75)	-17%		516.01		768.76	(252.75)	-33%
Health & Welfare (Common Lot)		-		-		-	0%		-		-	-	0%
Total Payroll	\$	5,482.22	\$	6,626.82	\$	(1,144.60)	-17%	\$	59,975.95	\$	90,251.06	\$ (30,275.11)	-34%
Liability Insurance		1,162.00		1,162.00		_	0%		13,944.00		13,944.00	-	0%
Material & Supplies		656.92		1,411.00		(754.08)	-53%		10,684.52		16,932.00	(6,247.48)	-37%
Repairs & Maintenance		2,215.38		4,662.00		(2,446.62)	-52%		62,639.06		55,944.00	6,695.06	12%
Utilities		2,169.13		3,150.00		(980.87)	-31%		29,872.91		37,800.00	(7,927.09)	-21%
Communications		489.80		852.00		(362.20)	-43%		6,321.80		10,224.00	(3,902.20)	-38%
Professional Services		175.00		917.00		(742.00)	-81%		2,220.04		11,004.00	(8,783.96)	-80%
Office Expenses		23.60		66.00		(42.40)	-64%		267.78		792.00	(524.22)	-66%
Miscellaneous		-		25.00		(25.00)	-100%		-		300.00	(300.00)	-100%
Management Fee		-		-		- 1	0%		-		_	` - ′	0%
Snow Removal		-		-		-	0%		7,500.00		13,200.00	(5,700.00)	-43%
Security Services		1,257.10		1,365.00		(107.90)	-8%		15,895.77		16,380.00	(484.23)	-3%
Call Center Costs		-		-		- 1	0%		-		· -	` - ′	0%
Recruiting Expenses		-		-		_	0%		-		_	-	0%
Auto Expense		_		10.00		(10.00)	-100%		_		120.00	(120.00)	-100%
Uniforms & Laundry		-		-		- 1	0%		221.89		_	221.89	0%
PARCS System Support		1,031.43		1,001.39		30.04	3%		12,606.33		12,016.68	589.65	5%
Common Lot Allocations		15,754.71		15,488.05		266.66	2%		171,358.60		193,983.98	(22,625.38)	-12%
Total Expense	\$ 3	0,417.29	\$	36,736.26	\$	(6,318.97)	-17%	\$	393,508.65	\$	472,891.72	\$ (79,383.07)	-17%
Facility Profit(Loss)	\$ 3	4,337.99	\$ 1	12,368.71	\$	(78,030.72)	-69%	-\$	671,745.19	\$	1,334,690.47	\$ (662,945.28)	-50%



#### ParkBOI - Capital City Development Corporation 10th & Front (Grove) September 2020

Operated by The Car Park			Current	t M	onth			Year-to-Date				
	Act	ual	Budget	1	Variance (\$)	Variance (%)	_	Actual		Budget	Variance (\$)	Variance (%)
INCOME	-											
Monthly Parking	\$ 64,	440.00	\$ 76,228.02	\$	(11,788.02)	-15%	:	752,204.19	\$	902,816.64	\$ (150,612.45)	-17%
Transient Parking	6,	839.22	30,826.39		(23,987.17)	-78%		133,574.59		372,243.10	(238,668.51)	-64%
Discounted Parking		948.00)	(11,074.65)		7,126.65	0%		(54,204.00)	1	(125,235.96)	71,031.96	0%
TCP Refunds	. ,	840.00)	-		(840.00)	0%		(1,454.00)		-	(1,454.00)	0%
Validation Sales	,	099.01	3,015.59		(1,916.58)			15,057.94		26,953.47	(11,895.53)	-44%
Post-Pays/Violations		48.92	520.35		(471.43)			504.54		5,808.32	(5,303.78)	-91%
Hotel Overnite		_	_		- 1	0%		_		_	-	0%
Special Event		-	-		-	0%		-		-	-	0%
Total Revenue	\$ 67,6	39.15	\$ 99,515.70	\$	(31,876.55)	-32%	-;	\$ 845,683.26	\$	1,182,585.57	\$ (336,902.31)	-28%
EXPENSES	-											
Payroll	•	596.36	1,542.91		(946.55)	-61%		12,617.80		20,057.85	(7,440.05)	-37%
Payroll Taxes		56.65	146.58		(89.92)	-61%		1,031.50		1,905.50	(874.00)	-46%
Workers Comp		41.15	106.46		(65.31)	-61%		854.31		1,383.99	(529.68)	-38%
401(k) Plan		5.96	15.43		(9.47)	-61%		126.18		200.58	(74.40)	-37%
Health & Welfare (Common Lot)		-	-		- 1	0%		-		-	` -	0%
Total Payroll	\$ 7	700.13	\$ 1,811.38	\$	(1,111.25)	-61%	;	14,629.79	\$	23,547.91	\$ (8,918.12)	-38%
Liability Insurance	1,	111.00	1,111.00		-	0%		13,332.00		13,332.00	_	0%
Material & Supplies		907.73	775.00		132.73	17%		8,546.09		9,300.00	(753.91)	-8%
Repairs & Maintenance	3,	329.69	1,765.00		1,564.69	89%		20,508.10		21,180.00	(671.90)	-3%
Utilities	1,	723.78	2,076.00		(352.22)	-17%		22,161.36		24,912.00	(2,750.64)	-11%
Communications		678.95	1,018.88		(339.93)	-33%		8,557.92		12,444.00	(3,886.08)	-31%
Professional Services		175.00	340.00		(165.00)	-49%		2,100.00		4,080.00	(1,980.00)	-49%
Office Expenses		9.82	42.00		(32.18)	-77%		9.82		504.00	(494.18)	-98%
Miscellaneous		-	10.00		(10.00)	-100%		-		120.00	(120.00)	-100%
Management Fee		-	-		-	0%		-		-	-	0%
Snow Removal		-	-		-	0%		7,500.00		13,200.00	(5,700.00)	-43%
Security Services	1,	257.11	1,365.00		(107.89)	-8%		15,895.77		16,380.00	(484.23)	-3%
Call Center Costs		-	-		-	0%		-		-	- 1	0%
Recruiting Expenses		-	-		-	0%		-		-	-	0%
Auto Expense		-	10.00		(10.00)	-100%		-		120.00	(120.00)	-100%
Uniforms & Laundry		-	37.00		(37.00)	-100%		221.94		444.00	(222.06)	-50%
PARCS System Support	1,	031.44	1,001.39		30.05	3%		12,606.35		12,016.68	589.67	5%
Common Lot Allocations	15,	045.04	14,400.70		644.34	4%		163,639.74		180,365.24	(16,725.50)	-9%
Total Expense	\$ 25,9	69.68	\$ 25,763.35	\$	206.34	1%	_	\$ 289,708.88	\$	331,945.83	\$ (42,236.95)	-13%
Facility Profit(Loss)	\$ 41,6	69.46	\$ 73,752.35	\$	(32,082.89)	-44%	-	\$ 555,974.38	\$	850,639.74	\$ (294,665.35)	-35%



#### ParkBOI - Capital City Development Corporation Capitol & Front (Boulevard) September 2020

Operated by The Car Park			Current	Mo	nth		Year-to-Date					
		Actual	Budget	V	ariance (\$)	Variance (%)	 Actual		Budget	V	ariance (\$)	Variance (%)
INCOME	_											
Monthly Parking	\$	9,480.00	\$ 15,186.60	\$	(5,706.60)	-38%	\$ 114,310.94	\$	180,813.60	\$	(66,502.66)	-37%
Transient Parking		14,250.00	16,552.39		(2,302.39)	-14%	137,868.26		202,943.59		(65,075.33)	-32%
Discounted Parking		(6,213.00)	(5,284.32)		(928.68)	0%	(54,066.00)		(72,983.61)		18,917.61	0%
TCP Refunds		-	- 1		- 1	0%	(1,166.00)		- 1		(1,166.00)	0%
Validation Sales		495.46	1,194.86		(699.40)	-59%	6,026.35		11,054.68		(5,028.33)	-45%
Post-Pays/Violations		-	206.18		(206.18)	-100%	1,639.79		2,301.41		(661.62)	-29%
Hotel Overnite		20,604.80	14,602.30		6,002.50	41%	158,608.10		209,264.50		(50,656.40)	-24%
Special Event		-	-		-	0%	-		-		- 1	0%
Total Revenue	\$	38,617.26	\$ 42,458.01	\$	(3,840.75)	-9%	\$ 363,221.44	\$	533,394.17	\$ (	170,172.73)	-32%
EXPENSES	_											
Payroll	_	903.60	1,290.10		(386.50)	-30%	11,666.38		16,771.34		(5,104.96)	-30%
Payroll Taxes		85.84	122.56		(36.72)	-30%	964.88		1,593.28		(628.39)	-39%
Workers Comp		62.35	89.02		(26.67)	-30%	761.30		1,157.22		(395.92)	-34%
401(k) Plan		9.04	12.90		(3.86)	-30%	116.66		167.70		(51.04)	-30%
Health & Welfare (Common Lot)		-	-		- 1	0%	-		-		- 1	0%
Total Payroll	\$	1,060.83	\$ 1,514.58	\$	(453.75)	-30%	\$ 13,509.23	\$	19,689.54	\$	(6,180.31)	-31%
Liability Insurance		442.00	442.00		-	0%	5,304.00		5,304.00		-	0%
Material & Supplies		22.07	550.00		(527.93)	-96%	7,182.98		6,600.00		582.98	9%
Repairs & Maintenance		311.28	1,137.00		(825.72)	-73%	8,637.26		13,644.00		(5,006.74)	-37%
Utilities		366.65	728.00		(361.35)	-50%	5,663.69		8,736.00		(3,072.31)	-35%
Communications		678.95	1,018.88		(339.93)	-33%	8,557.84		12,444.00		(3,886.16)	-31%
Professional Services		175.00	235.00		(60.00)	-26%	2,100.00		2,820.00		(720.00)	-26%
Office Expenses		9.82	32.00		(22.18)	-69%	65.57		384.00		(318.43)	-83%
Miscellaneous		-	-		-	0%	-		-		-	0%
Management Fee		-	-		-	0%	-		-		-	0%
Snow Removal		-	-		-	0%	1,040.00		840.00		200.00	24%
Security Services		1,257.11	1,365.00		(107.89)	-8%	15,895.78		16,380.00		(484.22)	-3%
Call Center Costs		-	-		-	0%	-		-		-	0%
Recruiting Expenses		-	-		-	0%	-		-		-	0%
Auto Expense		-	10.00		(10.00)	-100%	-		120.00		(120.00)	-100%
Uniforms & Laundry		-	-		-	0%	221.91		-		221.91	0%
PARCS System Support		1,031.43	1,001.39		30.04	3%	12,606.33		12,016.68		589.65	5%
Common Lot Allocations		5,961.24	5,728.46		232.79	4%	64,838.39		71,747.50		(6,909.11)	-10%
Total Expense	\$	11,316.38	\$ 13,762.31	\$	(2,445.93)	-18%	\$ 145,622.98	\$	170,725.72	\$	(25,102.74)	-15%
Facility Profit(Loss)	\$	27,300.88	\$ 28,695.70	\$	(1,394.83)	-5%	\$ 217,598.47	\$	362,668.45	\$ (	145,069.99)	-40%



#### ParkBOI - Capital City Development Corporation Capitol & Myrtle (Myrtle) September 2020

Operated by The Car Park		Curren	t Month		Year-to-Date				
	Actual	Budget	Variance (\$)	Variance (%)	Actual	Budget	Variance (\$)	Variance (%)	
INCOME	_								
Monthly Parking	\$ 27,550.0	0 \$ 34,377.75	\$ (6,827.75)	-20%	\$ 316,521.24	\$ 407,127.60	\$ (90,606.36)	-22%	
Transient Parking	21,742.7	5 51,895.04	(30,152.29)	-58%	359,159.49	686,483.33	(327,323.84)	-48%	
Discounted Parking	(10,128.0	0) (23,297.67)	13,169.67	0%	(154,836.00)	(331,497.15)	176,661.15	0%	
TCP Refunds	-	-	-	0%	(30.00)	- 1	(30.00)	0%	
Validation Sales	694.6	6 1,906.08	(1,211.42)	-64%	11,718.75	17,326.62	(5,607.87)	-32%	
Post-Pays/Violations	172.2	9 328.90	(156.61)	-48%	4,414.86	3,671.31	743.55	20%	
Hotel Overnite	18,008.0	0 19,002.00	(994.00)	-5%	153,288.00	230,969.00	(77,681.00)	-34%	
Special Event	-	-	- 1	0%	-	-	- 1	0%	
Total Revenue	\$ 58,039.7	0 \$ 84,212.10	\$ (26,172.40)	-31%	\$ 690,236.35	\$ 1,014,080.71	\$ (323,844.36)	-32%	
EXPENSES	=								
Payroll	1,628.1	1 1,757.78	(129.67)	-7%	18,538.15	22,851.14	(4,312.99)	-19%	
Payroll Taxes	154.6	7 166.99	(12.32)	-7%	1,551.36	2,170.86	(619.49)	-29%	
Workers Comp	112.3	4 121.29	(8.95)	-7%	1,314.37	1,576.73	(262.36)	-17%	
401(k) Plan	16.2	8 17.58	(1.30)	-7%	185.38	228.54	(43.16)	-19%	
Health & Welfare (Common Lot)	-	-	-	0%	_	-	- 1	0%	
Total Payroll	\$ 1,911.4	0 \$ 2,063.64	\$ (152.23)	-7%	\$ 21,589.27	\$ 26,827.26	\$ (5,238.00)	-20%	
Liability Insurance	701.0	0 701.00	-	0%	8,412.00	8,412.00	-	0%	
Material & Supplies	312.7	0 868.00	(555.30)	-64%	10,333.40	10,416.00	(82.60)	-1%	
Repairs & Maintenance	305.7	1 1,475.00	(1,169.29)	-79%	19,756.90	17,700.00	2,056.90	12%	
Utilities	1,152.9	9 1,571.00	(418.01)	-27%	16,238.14	18,852.00	(2,613.86)	-14%	
Communications	692.0	7 1,030.88	(338.81)	-33%	8,714.28	12,588.00	(3,873.72)	-31%	
Professional Services	175.0	0 261.25	(86.25)	-33%	2,101.88	3,135.00	(1,033.12)	-33%	
Office Expenses	9.8	2 42.00	(32.18)	-77%	57.06	504.00	(446.94)	-89%	
Miscellaneous	-	10.00	(10.00)	-100%	_	120.00	(120.00)	-100%	
Management Fee	-	-	- ′	0%	_	-	-	0%	
Snow Removal	_	_	_	0%	7,500.00	13,200.00	(5,700.00)	-43%	
Security Services	1,257.1	1 1,365.00	(107.89)	-8%	15,895.81	16,380.00	(484.19)	-3%	
Call Center Costs	-	-	` <u>-</u> ´	0%	· -	-	` - ´	0%	
Recruiting Expenses	_	_	_	0%	_	-	_	0%	
Auto Expense	-	10.00	(10.00)	-100%	_	120.00	(120.00)	-100%	
Uniforms & Laundry	-	_		0%	221.91	-	221.91	0%	
PARCS System Support	1,031.4	3 1,001.39	30.04	3%	12,606.33	12,016.68	589.65	5%	
Common Lot Allocations	9,509.6		413.02	5%	103,432.67	113,932.37	(10,499.70)	-9%	
Total Expense	\$ 17,058.8	3 \$ 19,495.73	\$ (2,436.90)	-12%	\$ 226,859.64	\$ 254,203.32	\$ (27,343.67)	-11%	
Facility Profit(Loss)	\$ 40,980.8	7 \$ 64,716.37	\$ (23,735.50)	-37%	\$ 463,376.70	\$ 759,877.39	\$ (296,500.69)	-39%	



#### ParkBOI - Capital City Development Corporation Common Lot September 2020

Operated by The Car Park				Curren	t M	onth		Year-to-Date				
		Actual		Budget	V	ariance (\$)	Variance (%)	Actual	Budget	Variance (\$)	Variance (%)	
INCOME	_											
Monthly Parking	\$	-	\$	-	\$	-	0.0%	\$ -	\$ -	\$ -	0.0%	
Transient Parking		-		-		-	0.0%	-	-	-	0.0%	
Discounted Parking		-		-		-	0.0%	-	-	-	0.0%	
TCP Refunds		(617.50)		-		(617.50)	0%	(15,942.50)	-	(15,942.50)	0.0%	
Validation Sales		-		-		-	0.0%	-	-	- 1	0.0%	
Post-Pays/Violations		-		-		-	0.0%	-	-	-	0.0%	
Hotel Overnite		-		_		-	0.0%	-	-	-	0.0%	
Special Event		-		_		-	0.0%	-	-	-	0.0%	
·				_		-	0.0%	-	-	-	0.0%	
Total Revenue	\$	(617.50)	\$	-	\$	(617.50)	0%	\$ (15,942.50)	\$ -	\$ (15,942.50)	\$ -	
EXPENSES	_											
Payroll	_	38,497.10		30,429.68		8,067.42	27%	369,193.90	395,585.89	(26,391.99)	-7%	
Payroll Taxes		3,657.22		2,890.82		766.40	27%	31,270.27	37,580.66	(6,310.39)	-17%	
Workers Comp		2,624.67		2,099.65		525.02	25%	25,009.76	27,295.43	(2,285.67)	-8%	
401(k) Plan		384.97		304.30		80.67	27%	3,691.94	3,955.90	(263.96)	-7%	
Health & Welfare (Common Lot)		4,830.00		9,500.00		(4,670.00)	-49%	80,730.00	114,000.00	(33,270.00)	-29%	
Total Payroll	\$	49,993.97	\$ 4	45,224.45	\$	4,769.51	11%	\$ 509,895.87	\$ 578,417.88	\$ (68,522.01)	-12%	
Liability Insurance		422.00		422.00		_	0%	5,064.00	5,064.00	_	0%	
Material & Supplies		142.39		520.00		(377.61)	-73%	2,354.80	6,240.00	(3,885.20)	-62%	
Repairs & Maintenance		32.50		200.00		(167.50)	-84%	1,343.25	2,400.00	(1,056.75)	-44%	
Utilities		-		_		-	0%	-	-	-	0%	
Communications		1,125.92		1,115.00		10.92	1%	14,565.98	13,380.00	1,185.98	9%	
Professional Services		164.86		50.00		114.86	230%	1,152.95	600.00	552.95	92%	
Office Expenses		2,475.50		3,925.00		(1,449.50)	-37%	33,099.16	47,100.00	(14,000.84)	-30%	
Miscellaneous		-		200.00		(200.00)		-	2,400.00	(2,400.00)	-100%	
Management Fee		7,166.67		7,166,66		0.01	0%	86,000.04	86,000.00	0.04	0%	
Snow Removal		-		-		_	0%	-	-	-	0%	
Security Services		_		_		_	0%	_	_	_	0%	
Call Center Costs		8,990.00		8,990.00		_	0%	107,880.00	107,880.00	_	0%	
Recruiting Expenses		67.50		125.00		(57.50)	-46%	7,802.65	1,500.00	6,302.65	420%	
Auto Expense		280.17		100.00		180.17	180%	2,384.94	1,200.00	1,184.94	99%	
Uniforms & Laundry		105.68		75.00		30.68	41%	341.94	900.00	(558.06)	-62%	
PARCS System Support		-		_		_	0%	-	-	- ′	0%	
Common Lot Allocations		(70,967.16)		(68,078.45)		(2,888.70)	0%	(771,885.58)	(852,665.88)	80,780.30	0%	
Total Expense	\$	-	\$	34.66	\$	(34.66)	-100%	\$ -	\$ 416.00	\$ (416.00)	-100%	
Facility Profit(Loss)	\$	(617.50)	\$	(34.66)	\$	(582.84)	0%	\$ (15,942.50)	\$ (416.00)	\$ (15,526.50)	0%	



## ParkBOI - Capital City Development Corporation 11th & Front September 2020

I have reviewed and approve the attached report.

David Deignan

David Deignan

General Manager

ParkBOI

## 11th & Front Garage

Statement of Revenue September 2020

		2	2020		
Sep	tember	В	udget		r/(Under) udget
\$	58,200.00	\$	98,245.00	\$	(40,045.00)
\$	8,883.00	\$	8,172.93	\$	710.07
\$	(6,102.00)	\$	(4,065.93)	\$	(2,036.07)
\$	275.00	\$	150.00	\$	125.00
\$	128.75	\$	-	\$	128.75
\$	-	\$	100.00	\$	(100.00)
\$	15,387.50	\$	8,835.00	\$	6,552.50
\$	-	\$	-	\$	-
\$	(521.76)	\$	(1,100.00)	\$	578.24
	76,250.49		110,337.00		(34,086.51)
\$	4,488.12	\$	6,419.10	\$	(1,930.98)
\$ \$	393.35	۶ \$	609.81	\$ \$	(216.46)
\$	309.68	\$	442.92	\$	(133.24)
\$	1,597.57	\$	1,597.57	\$	(133.24)
\$	824.24	\$	411.00	\$	413.24
\$	-	\$	489.00	\$	(489.00)
\$	1,236.96	\$	1,300.00	\$	(63.04)
\$	1,230.30	\$	257.00	\$	(257.00)
\$	100.00	\$	216.67	\$	(116.67)
\$	-	\$	35.00	\$	(35.00)
\$	_	\$	20.00	\$	(20.00)
\$	2,173.00	\$	2,173.00	\$	-
\$	-	\$	-	\$	_
\$	3,760.64	\$	4,100.00	\$	(339.36)
\$	1,170.00	\$	1,170.00	\$	-
\$	-	\$	25.00	\$	(25.00)
\$	_	\$	65.83	\$	(65.83)
\$	_	\$	-	\$	-
\$	_	\$	15.00	\$	(15.00)
\$	-	\$	15.00	\$	(15.00)
\$	-	\$	15.00	\$	(15.00)
\$	-	\$	95.00	\$	(95.00)
\$	382.40	\$	800.00	\$	(417.60)
\$	149.75	\$	217.50	\$	(67.75)
\$	-	\$	25.00	\$	(25.00)
\$	14.16	\$	80.56	\$	(66.40)
	16,599.87		20,594.96		(3,995.09)
	59,650.62		89,742.04		(30,091.42)
¢	_	\$	_	\$	
\$ \$	92.09	\$	133.26	\$ \$	- (41.17)
ب	92.09	Ş	133.20	ş	(41.1/)

Monthly Permit Income Transient Income Discounted Parking Validation Income Parkmobile Income Post-Pay/Violation Income Hotel Overnight Event Parking Less: Credit Card Fees Gross Revenues  Payroll Payroll Taxes Workers Comp Liability Insurance Materials & Supplies Repairs and Maintenance Utilities Communications Professional Services Tickets and Printing Miscellaneous Management Fee Snow Removal Security Services Call Center Costs Auto Expense Uniforms & Laundry Amano System Support Personnel Selection Employee Relations Drug Screen/Criminal Rubbish/Sweeping Wireless Services/Internet Data Processing Insurance Claims Violation expense  Total Expenses	P
Post-Pay/Violation Income Hotel Overnight Event Parking Less: Credit Card Fees  Gross Revenues  Payroll Payroll Taxes Workers Comp Liability Insurance Materials & Supplies Repairs and Maintenance Utilities Communications Professional Services Tickets and Printing Miscellaneous Management Fee Snow Removal Security Services Call Center Costs Auto Expense Uniforms & Laundry Amano System Support Personnel Selection Employee Relations Drug Screen/Criminal Rubbish/Sweeping Wireless Services/Internet Data Processing Insurance Claims Violation expense Total Expenses	Transient Income Discounted Parking Validation Income
Payroll Payroll Taxes Workers Comp Liability Insurance Materials & Supplies Repairs and Maintenance Utilities Communications Professional Services Tickets and Printing Miscellaneous Management Fee Snow Removal Security Services Call Center Costs Auto Expense Uniforms & Laundry Amano System Support Personnel Selection Employee Relations Drug Screen/Criminal Rubbish/Sweeping Wireless Services/Internet Data Processing Insurance Claims Violation expense Total Expenses	Post-Pay/Violation Income Hotel Overnight Event Parking Less: Credit Card Fees
Liability Insurance Materials & Supplies Repairs and Maintenance Utilities Communications Professional Services Tickets and Printing Miscellaneous Management Fee Snow Removal Security Services Call Center Costs Auto Expense Uniforms & Laundry Amano System Support Personnel Selection Employee Relations Drug Screen/Criminal Rubbish/Sweeping Wireless Services/Internet Data Processing Insurance Claims Violation expense	Payroll
Utilities Communications Professional Services Tickets and Printing Miscellaneous Management Fee Snow Removal Security Services Call Center Costs Auto Expense Uniforms & Laundry Amano System Support Personnel Selection Employee Relations Drug Screen/Criminal Rubbish/Sweeping Wireless Services/Internet Data Processing Insurance Claims Violation expense Total Expenses	Liability Insurance Materials & Supplies
Miscellaneous Management Fee Snow Removal Security Services Call Center Costs Auto Expense Uniforms & Laundry Amano System Support Personnel Selection Employee Relations Drug Screen/Criminal Rubbish/Sweeping Wireless Services/Internet Data Processing Insurance Claims Violation expense Total Expenses	Utilities Communications
Security Services Call Center Costs Auto Expense Uniforms & Laundry Amano System Support Personnel Selection Employee Relations Drug Screen/Criminal Rubbish/Sweeping Wireless Services/Internet Data Processing Insurance Claims Violation expense Total Expenses	Miscellaneous Management Fee
Uniforms & Laundry Amano System Support Personnel Selection Employee Relations Drug Screen/Criminal Rubbish/Sweeping Wireless Services/Internet Data Processing Insurance Claims Violation expense Total Expenses	Security Services Call Center Costs
Drug Screen/Criminal Rubbish/Sweeping Wireless Services/Internet Data Processing Insurance Claims Violation expense Total Expenses	Uniforms & Laundry Amano System Support
Data Processing Insurance Claims Violation expense Total Expenses	Drug Screen/Criminal Rubbish/Sweeping
Total Expenses	Data Processing Insurance Claims
	•

Cash Bank in Amano Equip Revenue per Space

\$

	Y	TD 9	September		
	2020		Rudget	Ove	r/(Under)
	2020		Budget		Budget
\$	778,560.00	\$	1,098,163.50	\$	(319,603.50)
\$	113,254.00	\$ \$	103,302.89	\$	9,951.11
\$	(66,168.00)	\$	(51,391.89)	\$	(14,776.11)
\$	3,757.00	\$	1,800.00	\$	1,957.00
\$	2,950.45	\$	-	\$	2,950.45
\$	763.00	\$	1,200.00	\$	(437.00)
\$	99,390.00	\$	109,863.75	\$	(10,473.75)
\$	-	\$	-	\$	-
\$	(10,886.18)	\$	(13,200.00)	\$	2,313.82
	921,620.27		1,249,738.25		(328,117.98)
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		, .,		(,,
\$	65,155.57	\$	83,448.31	\$	(18,292.74)
\$	5,861.71	\$	7,927.59	\$	(2,065.88)
\$	4,302.45	\$	5,757.93	\$	(1,455.48)
\$	19,170.84	\$	19,170.84	\$	-
\$	4,001.92	\$	4,932.00	\$	(930.08)
\$	2,483.66	\$	5,868.00	\$	(3,384.34)
\$	17,582.05	\$	20,400.00	\$	(2,817.95)
\$	-	\$	3,084.00	\$	(3,084.00)
\$	1,216.31	\$	2,600.04	\$	(1,383.73)
\$	-	\$	420.00	\$	(420.00)
\$	-	\$	240.00	\$	(240.00)
\$	26,076.00	\$	26,076.00	\$	-
\$	8,220.00	\$	15,580.00	\$	(7,360.00)
\$	46,525.35	\$	49,200.00	\$	(2,674.65)
\$	14,040.00	\$	14,040.00	\$	-
\$	-	\$	300.00	\$	(300.00)
\$	40.03	\$	789.96	\$	(749.93)
\$	1,959.96	\$	-	\$	1,959.96
\$	-	\$	180.00	\$	(180.00)
\$	-	\$	180.00	\$	(180.00)
\$	-	\$	180.00	\$	(180.00)
\$	-	\$	1,140.00	\$	(1,140.00)
\$	6,226.58	\$	6,400.00	\$	(173.42)
\$	2,153.00	\$	2,536.25	\$	(383.25)
\$	-	\$	300.00	\$	(300.00)
\$	752.98	\$	966.72	\$	(213.74)
	225,768.41		271,717.64		(45,949.23)
	695,851.86		978,020.61		(282,168.75)
<u></u>				ć	
\$	-	\$	-	\$	-

92.76 \$ 125.78 \$

(33.02)

## 11th & Front Garage - CCDC (30.1%)

Statement of Revenue September 2020

		2020			_ '	YTD S	September		
Sep	tember	Budget	er/(Under) Budget		2020		Budget	Ove	er/(Under) Budget
			•				-		•
\$	17,518.20	\$ 29,571.74	\$ (12,053.54)	Monthly Permit Income	\$ 207,467.26	\$	330,547.21	\$	(123,079.95)
\$	2,673.78	\$ 2,460.05	\$ 213.73	Transient Income	\$ 34,089.45	\$	31,094.17	\$	2,995.28
\$	(1,836.70)	\$ (1,223.84)	\$ (612.86)	Discounted Parking	\$ (19,916.57)	\$	(15,468.96)	\$	(4,447.61)
\$	82.77	\$ 45.15	\$ 37.62	Validation Income	\$ 1,130.86	\$	541.80	\$	589.06
\$	38.75	\$ -	\$ 38.75	Parkmobile Income	\$ 888.09	\$	-	\$	888.09
\$	-	\$ 30.10	\$ (30.10)	Post-Pay/Violation Income	\$ 229.66	\$	361.20	\$	(131.54)
\$	4,631.64	\$ 2,659.33	\$ 1,972.30	Hotel Overnight	\$ 29,916.39	\$	33,068.99	\$	(3,152.60)
\$	-	\$ -	\$ -	Event Parking	\$ -	\$	-	\$	-
\$	(157.05)	\$ (331.10)	\$ 174.05	Less: Credit Card Fees	\$ (3,000.13)	\$	(3,973.20)	\$	973.07
	22,951.39	33,211.43	(10,260.05)	Gross Revenues	250,805.01		376,171.21		(125,366.20)
\$	1,350.92	\$ 1,932.15	\$ (581.22)	Payroll	\$ 19,611.83	\$	25,117.94	\$	(5,506.11)
\$	118.40	\$ 183.55	\$ (65.15)	Payroll Taxes	\$ 1,764.38	\$	2,386.21	\$	(621.83)
\$	93.21	\$ 133.32	\$ (40.11)	Workers Comp	\$ 1,295.04	\$	1,733.13	\$	(438.09)
\$	480.87	\$ 480.87	\$ -	Liability Insurance	\$ 5,770.42	\$	5,770.42	\$	-
\$	248.10	\$ 123.71	\$ 124.39	Materials & Supplies	\$ 1,204.58	\$	1,484.53	\$	(279.95)
\$	-	\$ 147.19	\$ (147.19)	Repairs and Maintenance	\$ 747.58	\$	1,766.27	\$	(1,018.69)
\$	372.32	\$ 391.30	\$ (18.98)	Utilities	\$ 5,292.20	\$	6,140.40	\$	(848.20)
\$	-	\$ 77.36	\$ (77.36)	Communications	\$ -	\$	928.28	\$	(928.28)
\$	30.10	\$ 65.22	\$ (35.12)	<b>Professional Services</b>	\$ 366.11	\$	782.61	\$	(416.50)
\$	-	\$ 10.53	\$ (10.53)	Tickets and Printing	\$ -	\$	126.42	\$	(126.42)
\$	-	\$ 6.02	\$ (6.02)	Miscellaneous	\$ -	\$	72.24	\$	(72.24)
\$	654.07	\$ 654.07	\$ -	Management Fee	\$ 7,848.88	\$	7,848.88	\$	-
\$	-	\$ -	\$ -	Snow Removal	\$ 2,474.22	\$	4,689.58	\$	(2,215.36)
\$	1,131.95	\$ 1,234.10	\$ (102.15)	Security Services	\$ 14,004.13	\$	14,809.20	\$	(805.07)
\$	352.17	\$ 352.17	\$ -	Call Center Costs	\$ 4,226.04	\$	4,226.04	\$	-
\$	-	\$ 7.52	\$ (7.52)	Auto Expense	\$ -	\$	90.30	\$	(90.30)
\$	-	\$ 19.81	\$ (19.81)	Uniforms & Laundry	\$ 12.05	\$	237.78	\$	(225.73)
\$	-	\$ -	\$ -	Amano System Support	\$ 589.95	\$	-	\$	589.95
\$	-	\$ 4.51	\$ (4.51)	Personnel Selection	\$ -	\$	54.18	\$	(54.18)
\$	-	\$ 4.51	\$ (4.51)	Employee Relations	\$ -	\$	54.18	\$	(54.18)
\$	-	\$ 4.51	\$ (4.51)	Drug Screen/Criminal	\$ -	\$	54.18	\$	(54.18)
\$	-	\$ 28.59	\$ (28.59)	Rubbish/Sweeping	\$ -	\$	343.14	\$	(343.14)
\$	115.10	\$ 240.80	\$ (125.70)	Wireless Services/Internet	\$ 1,874.20	\$	1,926.40	\$	(52.20)
\$	45.07	\$ 65.47	\$ (20.39)	Data Processing	\$ 648.05	\$	763.41	\$	(115.36)
\$	-	\$ 7.52	\$ (7.52)	Insurance Claims	\$ -	\$	90.30	\$	(90.30)
\$	4.26	\$ 24.25	\$ (19.99)	Violation expense	\$ 226.65	\$	290.98	\$	(64.33)
	4,996.54	6,199.05	(1,202.49)	Total Expenses	67,956.31		81,787.00		(13,830.69)
	17,954.85	27,012.38	(9,057.56)	Net Profit	182,848.70		294,384.21		(111,535.51)
\$		\$ _	\$ 	Cash Bank in Amano Equip	\$ 	\$		\$	



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**DATE:** August 9, 2021

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:** CCDC leases 200 monthly, reserved spaces for public use. Installation of the "Pale Blue Dot", for which the CCDC Board previously approved and authorized \$90,000 in assistance, is scheduled to begin September 2021. Upon completion of the art installation's cost documentation, the Agency will reimburse actual Eligible Expenses up to \$90,000 *Project Lead: Brady Shinn* 



- **200 W. Myrtle Street Jules on 3<sup>rd</sup> (formerly Boise Caddis) PP Type 2:** Residents on finished floors are moving in as finishing work wraps up on other floors and common areas. The building includes 160 for-rent apartments and 400 parking spaces owned by Ada County. 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. The Agency expects to receive cost documentation from the developer in the next couple of months. *Project Lead: Alexandra Monjar*
- **204 E. Myrtle Street CDG Boise PP Type 2:** The Board approved this project for Type 2 assistance in December 2019. CDG Boise is building a 249-unit apartment building with 353 parking spaces. CCDC will reimburse approximately \$980,000 of public improvements including streetscapes and utility work. The developer expects to complete construction in late 2022. *Project Lead: Alexandra Monjar*
- **406 W. Broad Street Hearth (formerly The Cartee) Apartments PP Type 2:** This project includes 160 apartment units and 176 structured parking spaces and approximately \$1.3 million in eligible expenses for streetscape improvements and utility upgrades. The developer anticipates completion in Fall 2021. *Project Lead: Alexandra Monjar*
- 512 W. Grove Street The Lucy PP Type 2: This project includes 114 apartments and 8,000 square feet of ground floor retail. Fifty of the units will be dedicated to workforce housing, serving households earning 120% Area Median Income (AMI) and below. The CCDC Board approved a Type 2 General Assistance Participation Agreement with 5th and Grove Investors, LLC at its March 2020 meeting to reimburse approximately \$1 million in Eligible Expenses for public improvements along 5th Street, Grove Street and the alley. With changes in timelines for CCDC's Grove Street project since this Agreement was originally signed, CCDC and the Developer are coordinating the construction reimbursement for Grove Street Streetscapes, with an amendment on the Board's August agenda. The developer expects to complete the project in October 2021. Project Lead: Alexandra Monjar

## 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.
- 116 6th Street Thomas Logan PP Type 2: This will be a mixed-use residential and retail project consisting of 60 apartments, including income restricted and market rate units, 5,000 square feet of retail and 9,000 square feet of office space. The CCDC Board approved a Type 2 General Assistance Participation Agreement with development partners Capital Partners, Galena Fund, and deChase Miksis at its March 2020 meeting approving reimbursement for approximately \$600,000 of Eligible Expenses for public improvements in the alley and streetscapes along Grove and Sixth streets. An amendment to the Agreement is on the Board's August agenda to coordinate construction timing for CCDC's Old Boise Blocks on Grove Street Streetscapes project. *Project Lead: Alexandra Monjar*
- **600 W. Front Street The Vanguard PP Type 2:** Visum Development is constructing a 75-unit apartment building on the corner of 6th and Front Streets (former Biz Print location). The CCDC Board approved this project for Type 2 assistance at its December 2019 meeting. Visum has requested reimbursement for approximately \$400,000 of public improvements, including



streetscapes and utility work. Construction is ongoing and the developer plans to complete the project in September 2021. *Project Lead: Alexandra Monjar* 

601 S. 8th Street – Mixed-Use with Public Parking – PP Type 3: Jordan-Wilcomb Construction is partnering with local developer Global Senior Housing on a mixed-use project that preliminarily includes office, retail, public parking and residential spaces. The residential portion will be specialty, an "Active Adult Community Platform" for 55+ year-old adults. Current use at the property is a vacant, one-story building that previously housed the Foothills School for Arts and Sciences. CCDC is interested in potentially purchasing a parking condominium and providing public parking at the location due primarily to its proximity to the main Library!. The project anticipates over 160 residential living spaces over five floors, 300 parking stalls, and over 20,000 square feet of commercial and retail spaces. The project's total development cost is estimated to be \$53 million with construction anticipated to begin in 2021 and open by late 2022 or early 2023. The CCDC Board approved designation of the project for Type 3 participation assistance at the September 2020 Board meeting, and authorized the Executive Director to execute a Letter of Intent at the February 2021 Board meeting. The Developer is working to complete all information required for a Type 3 Transformative Assistance project details. *Project Lead: Brady Shinn* 

#### Infrastructure

**11th Street Bikeway & Streetscape Improvements - Grove Street to River Street:** This project combines the installation of bikeway infrastructure, streetscape improvements, ACHD planned pavement rehabilitation, and stormwater infrastructure upgrades. A full report can be found under the Westside District. *Project Lead: Amy Fimbel* 

### Mobility

- **S. 5th St & Myrtle St Signalized Crossing:** This project anticipates installing a traffic signal on Myrtle Street at the 5th Street intersection to provide a safe crossing between Julia Davis Park and the Central Addition, and to extend the signal-coordinated traffic calming of Myrtle Street. Kittelson & Associates completed a traffic signal warrant analysis for this project, which CCDC submitted to ITD on July 15, 2021 with a formal request to allow signalization of the intersection. *Project Lead: Zach Piepmeyer*
- **505 W. Bannock St 505 Bannock T1 Designation:** Local general contractor Visser Construction has built a three-story mixed-use property at the site of the former Wells Fargo bank branch. The project features over 11,000 sq ft of dining space between two restaurants, and 3,700 sq ft top floor office space. The Board approved a Type 1 Agreement with developer I M IRIE TWO LLC in February 2021. Construction is complete and the Agency is working to obtain cost documentation for reimbursement for approximately \$100,000 in eligible expenses for streetscape and utility improvements by the end of FY21. *Project Lead: Alexandra Monjar*

**ParkBOI - 11th & Front Parking Garage - Agency Owned Property:** Additional suicide prevention signs have been added to top levels of this garage. *Project Lead: Aaron Nelson* 

#### **Place Making**

**Grove Street Old Boise Blocks - Multi-Block Improvement Project:** CCDC conducted an inclusive, community-driven visioning process to develop a place-making strategy for this site. The process began in June 2020 with a series of stakeholder visioning meetings to create a community-supported vision for the area. The public had several opportunities to engage in the visioning process through summer and fall. Agency presented the visioning documents to the Board at its December 14, 2020 meeting. The Agency selected Jensen Belts Associates in



February as the Landscape Architect of Record for the project following an RFQ process. The Board approved the ranking of Guho Corp as the selected CM/GC for the project at the April Board meeting. Stakeholder meetings have been completed. The project was presented to City Council July 20. CCDC is waiting on direction from the Mayor's Office to assess requested modifications to the streetscape design. *Project Leads: Karl Woods, Jordyn Neerdaels* 

Linen Blocks - W. Grove Street Improvements: This project assesses the Linen Blocks on Grove Street between 10th and 16th streets for catalytic infrastructure improvements. CCDC conducted an inclusive, community-driven visioning process for the Linen Blocks on Grove St from September 2020 to June 2021. The process included a series of stakeholder visioning meetings and public surveys. CCDC will present the visioning document to the Board at its August 9, 2021 meeting. CCDC Board approved GGLO's initial design task order at the July 12, 2021 Board meeting. Concept refinement and design will occur throughout the remainder of 2021 and early part of 2022 with construction anticipated in 2022/2023. A public open house for feedback on design alternatives is anticipated in late August 2021. *Project Lead: Amy Fimbel* 

Grove Street Pathway, 3rd Street to Broadway: This project anticipates constructing a non-motorized multi-use pathway generally aligned with the Grove Street corridor, connecting 3rd Street to Broadway at the recently installed enhanced pedestrian crossing to Dona Larsen Park. As recommended in the 2020 Old Boise Blocks Visioning Report, pedestrian activation and connectivity through the Grove Street corridor (including connectivity to Broadway Ave) is important to stakeholders and the public. The project will include concept work (i.e. alternatives analysis), public outreach, final design and construction. Because no continuous public right-of-way exists within which to construct the pathway, close coordination with adjacent property owners will be important. CCDC has initiated preliminary discussions with property owners and agency partners. Agency is developing an RFQ for design-related services. Consultant selection and design work is anticipated to begin fall 2021. *Project Lead: Zach Piepmeyer* 

Fulton Street Improvements, 9th Street to Capitol Blvd: This project intends to improve Fulton Street between 9th Street and Capitol Blvd. Between 2010 and 2016 the City and CCDC engaged in several planning efforts related to the southern end of 8th Street and Fulton Street. These efforts recommended improvements to these two blocks of Fulton Street, emphasizing the corridor location as the center of the City's Cultural District. Improvements were suggested which will facilitate street festivals and other public outdoor special events such as theatre, dance and musical performances as well as outdoor markets. CCDC selected The Land Group to perform consultant design services for the project. Topographic Survey of the project area is completed and the design team is engaging with property owners and public agency partners in a preliminary outreach effort. An initial public survey for this project is anticipated to be distributed to the public in mid-August 2021. *Project Lead: Zach Piepmeyer* 

#### Special Projects

**RMOB Public Art - City of Boise Broad Street Sculpture - PP Type 4:** The Arts & History Commission approved the design in October 2020. CCDC supported the project through funding and involvement in the selection process. Installation of the sculpture is anticipated in August 2021. *Project Lead: Karl Woods* 



#### **WESTSIDE DISTRICT**



#### **Economic Development**

**1111 Idaho St - 11th & Idaho Building - PP Type 2:** This nine-story, Class A office building was developed by Rafanelli and Nahas. The building is adjacent to the Cherie Buckner-Webb Park set to open to the public early August. The final agreement was approved by the Board in August 2019. The Agency is working with the Participant to gather all necessary cost documentation. CCDC will reimburse the developers for streetscape improvements completed along Idaho and 11th streets, not to exceed \$740,690. *Project Lead: Alexandra Monjar* 

**1015 W. Main Street - 11th and Main Apartments - PP Type 1**: Seattle's Revolve Development rehabilitated part of the former Safari Inn located at 11<sup>th</sup> and Main Streets, transforming it into 41 studio and one bedroom apartments. The Agency has completed its review of the Type 1 project's cost documentation and will issue a check for \$22,612 to reimburse expenses for replacing the 11th Street alley drive-up ramp in August 2021 as approved by the Board in July 2020. *Project Lead: Alexandra Monjar* 

**1715 W. Idaho St - 17th and Idaho - Agency-Owned Property:** The Developer, SMR Development LLC, has negotiated a Purchase and Sale Agreement for the additional properties beyond 1715 Idaho included in its proposal. Agency staff has negotiated a Disposition and Development Agreement with SMR Development LLC, as previously directed by the CCDC Board at the January 28 Special Board meeting. The Board of Commissioners approved the negotiated Disposition and Development Agreement at the July 12, 2021 Board meeting. Upon satisfaction of the terms of the Agreement, the Agency will convey the land to the development team. The project hopes to break ground in September 2021. *Project Lead: Brady Shinn* 



Block 68 Catalytic Redevelopment Request for Proposals: At the Board's May 2021 meeting, the Agency received Board approval to issue a Request for Proposals concerning disposition of the two Agency-owned properties of 1010 W. Jefferson Street and 421 N. 10th Street. As part of Block 68 Catalytic Redevelopment RFP, the Agency seeks a public-private partnership to develop housing that fills gaps unmet by the private market, to expand attainable housing opportunities for Boise's active workforce and their families. The Agency is offering its two properties, participation with public infrastructure improvements and a Park BOI mobility hub. In exchange the Block 68 RFP expects proposals to embrace density and reinvestment in the City's existing infrastructure. It expects proposals to develop more affordable housing units, maintain the authentic neighborhood fabric, advance mobility initiatives, and contribute to Boise's long-term sustainability. The RFP is seeking proposals of high architectural aspirations with visionary and creative development programs that include or catalyze further development of nearby underutilized land. The Block 68 RFP was published on May 17, 2021, with Questions and Clarifications due by August 3, 2021 and RFP proposals due by August 19, 2021. The Agency published the first set of Questions and Clarifications on July 22, 2021 to the Agency's website. Project Lead: Brady Shinn

**1010 W. Jefferson St - 10Ten Building - Agency-Owned Property:** No significant maintenance items to report. The Agency's CM/GC for the Westside Urban Park project will be using a portion of the adjacent parking lot for construction staging. *Project Lead: Aaron Nelson* 

**421 N. 10th St - Agency Owned Property:** The Agency executed new leases with the two tenants through May of 2022, after which the Agency expects to vacate the property for redevelopment. *Project Lead: Aaron Nelson.* 

#### Infrastructure

**Bannock Street Streetscape - 8th to 9th Streets:** This project will improve the streetscapes and bike facilities as well as upgrade the geothermal system, provide new paving and extend the downtown fiber-optic network in accordance with CCDC and City plans and public and partner agency input. This \$2.6 million project is substantially complete and the final walk through occurred on July 14. Project closeout is in process. *Project Lead: Karl Woods* 

11th Street Bikeway & Streetscape Improvements - State Street to Grove Street: This project combines the installation of bikeway infrastructure with streetscape improvements to realize plans by the City and ACHD for 11th St as a corridor on the west side of downtown that prioritizes cyclists, pedestrians, retail business, and residents while accommodating existing vehicular use. The project spans two URDs with the improvements extending into RMOB with the continuation from Grove St to River St. ACHD is advancing with the design of bikeway facility improvements for 11th St from Heron St to State St in preparation for installation in FY2022. To maximize public investment, the Agency is working closely with ACHD to include in the project scope ACHD planned pavement rehabilitation, stormwater upgrades, and the replacement of the Boise City Canal bridge crossing on 11th Street. The Board approved an Interagency Agreement with ACHD for the design of the ACHD improvements at the May 10, 2021 Board meeting. CCDC issued a RFQ for a professional design team and selected Jensen Belts Associates as the design professional. Design work commenced February 2021 and will be complete by February 2022 with construction to follow in 2022. CCDC Board approved the Construction Manager/General Contractor rankings at the Board's May 10 meeting. Design Review package to be submitted in late August. Project Lead: Amy Fimbel

**1010 W. Main St - Avery Building - PP Type:** Avery LLC, led by local developer Michael Hormaechea in partnership with chef Cal Elliott, a Boise native and Michelin star recipient, is currently renovating the vacant, four-story building at 1010 W. Main Street to include 39 boutique hotel rooms and two restaurant spaces. In addition to restoring the building, Avery LLC plans to



enhance the alley as a public space, for access to one of the restaurants. The Avery Hotel redevelopment will be the first time in sixty years that all four stories will be in use. The building is a contributing element on the National Register of Historic Places and the developer is pursuing an Historic Facade Easement with Boise City, and likewise requesting reimbursement for eligible facade restoration work as part of a Type 3 Transformative Assistance project. In total, the project is estimating nearly \$1.1 million in reimbursement costs. At the July 12, 2021 Board meeting, the Agency approved designating the project as a Type 3 Transformative Assistance Agreement. *Project Lead: Brady Shinn* 

State Street Streetscape & Fiber-Optic Conduit: This is a cost-share project with an ACHD Downtown Boise Implementation Program (DBIP) project to rehabilitate State Street between 2nd and 15th Street. CCDC-funded improvements include installation of a fiber-optic conduit bank between 8th Street and 15th Street and streetscape improvements between 12th Street and 14th Street. Streetscape components include wider sidewalk, street trees, furnishing zone and Silva cells for tree root growth and stormwater retention. In the absence of CCDC participation on this project, existing streetscapes would be eliminated by ACHD between 12th and 14th Street due to roadway widening to five travel lanes. ACHD is considering additional green stormwater infrastructure features in the form of bio retention planters at select intersections throughout the project area. CCDC negotiated an interagency agreement and cost share permit with ACHD and the City. The CCDC Board approved the agreement with ACHD in December 2020. ACHD's design consultant is currently preparing 95% design plans for the project, with an expected construction start date of late spring 2022. *Project Lead: Zach Piepmeyer* 

#### Mobility

ParkBOI - 10th & Front Garage - Agency Owned Property: John Rohrer Contracting Company (JRCC), started repair work on Level 2 in early May. JRCC has completed Phase 1 cement pours. This is part of Phase 1 of 3 of the overall repairs for the garage. JRCC has begun Phase 2 and is expected to complete Phase 2 in late August. To perform the repairs, JRCC will close up to 150 parking spaces while maintaining access to the garage. This project will extend the service life of the repaired areas by 12-15 years. The Agency issued additional work including waterproofing and accessibility upgrades to the Hotel 43 entrance ramp that were not included in the original scope. The project is currently on schedule to be completed in late October. *Project Lead: Aaron Nelson* 

**North 8th Street - City/ACHD Traffic Configuration:** This project will improve the streetscapes and bike facilities on North 8th Street as well as provide new paving and extend the downtown fiber-optic network in accordance with CCDC and City plans and public and partner agency input. This \$2.6 million project is substantially complete and the final walk through occurred on July 14. Project closeout is in process. *Project Lead: Karl Woods* 

8th Street Improvements, State Street to Franklin Street: With the Westside URD expansion in late 2020, CCDC intends to implement low-stress bike facilities on 8th Street between State Street and Franklin Street. This project will improve mobility and safety between the North End and Downtown Boise. The proposed 8th Street bike facilities will connect to a future east-west Franklin Street Bikeway (by ACHD). The project will also contemplate undergrounding of existing overhead power and telecommunication lines as well as streetscape improvements along the frontage of several properties which have sub-standard streetscapes. CCDC selected Kittelson & Associations to perform consultant design services in late May 2020 and negotiated the first Task Order to complete concept design between July and December 2020. Topographic survey of the project area is underway and the consultants are preparing a technical memo about traffic and existing conditions of the area. Construction is anticipated in 2022/2023. *Project Lead: Zach Piepmeyer* 



#### Place Making

**11th Street & Bannock Street – Cherie Buckner-Webb Park:** Made possible through a public-private partnership, this park provides a much-needed public space on the west side of downtown for Boise residents and workers to enjoy. Construction is complete and a park dedication and grand opening ceremony occurred on August 5, 2021. *Project Lead: Amy Fimbel* 

#### 30<sup>™</sup> STREET DISTRICT



#### **Economic Development**

**186 S Whitewater Park Blvd - Corner Gem / North 27th and West Main Mixed Use:** Roundhouse has submitted a Type 3 application for a project at this 186 South Whitewater Park Boulevard that includes over 150 apartments and 15,000 square feet of commercial and retail space. The developer would also build a North 28th Street extension connecting Main Street and Fairview Avenue through the property. The developer plans future phases that will potentially add apartments, transportation connectivity, structured parking and commercial spaces. The developer anticipates beginning road work in fall 2022. *Project Lead: Alexandra Monjar* 

**901 N 27th Street - 27th Street Crossing – PP Type1:** The Board approved a Type 1 agreement in May 2021 for this mixed-use project located at the northeast corner of N. 27th Street and Stewart Ave. The project will include 65 apartments and 6,000 square feet of ground-floor commercial space. Eligible Expenses would include improvements to stormwater facilities, sidewalks with trees and landscaping, alley improvements and public art. Site preparation work has begun and completion is expected in June 2022. *Project Lead: Alexandra Monjar* 

2850 W Fletcher Street - 27th and Fairview Apartments: The Agency is in discussions with developer KAL Pacific & Associates for Type 2 assistance for its planned residential and



commercial mixed-use project located at 27th Street and Fairview Avenue. The project contemplates two, seven-story, mixed-use apartment buildings with 358 total units and ground floor retail space and parking, and a four-story office building. The developer plans to extend Fletcher Street to Fairview Avenue, which was proposed in the <a href="ACHD Fairview and Main Local Streets Plan">ACHD Fairview and Main Local Streets Plan</a> and connect the greenbelt to both streets. The project received Design Review approval in May 2021. *Project Lead: Alexandra Monjar* 

#### **Mobility**

**Main and Fairview Transit Stations and Platforms**: The City of Boise, Valley Regional Transit and CCDC are redesigning and constructing improvements at six bus stops along Main St and Fairview Ave between Whitewater Park Blvd and N 16th Street. After no bids were received in response to a formal invitation to bid in April, Agency staff negotiated a contract directly with Wright Brothers, which the CCDC Board then approved at its June 14 Board meeting. Construction is anticipated to start later this summer. *Project Lead: Amy Fimbel* 

**2525 W Fairview - St. Luke's Transit Station – PP Type 4:** The construction of St. Luke's project on 27th and Fairview overlaps with CCDC's Main and Fairview Transit Stations and Platforms project. The Agency is negotiating with St. Luke's to finalize a Type 4 Participation Agreement for the construction of this platform following the Board's designation in June 2021. *Project Lead: Alexandra Monjar* 

#### **SHORELINE**



#### **Economic Development**

**17th Street Reinvestment Study:** CCDC has prepared a neighborhood level study for the western portion of the Shoreline URD generally bounded by the I-184 Connector, Americana Blvd and the Boise River. The objective of this project is to identify opportunities for public investment by CCDC and partner agencies which will spur private investment in the study area. CCDC hired

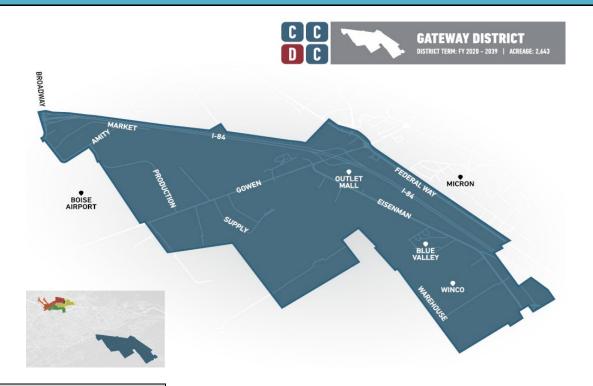


Cushing Terrell to assist with evaluating existing infrastructure and land use conditions within the study area, meeting with Stakeholders (i.e. property and business owners within the study area, including the City of Boise and ACHD) to assess barriers to redevelopment and vision for the study area, and establishing a set of project and/or policy recommendations for CCDC and partner agencies to consider. The Project Team has conducted three stakeholder meetings and anticipates delivery of the final report at the end of July 2021. *Project Lead: Zach Piepmeyer* 

#### Mobility

**1401 W Shoreline - Food Truck Park Bike Corral:** The Green Acres Food Truck park opened Memorial Day weekend 2021. CCDC supported the economic and place making activation of this area with a bike corral strategically placed to serve cyclists accessing the food truck park from both the Greenbelt and the Shoreline Drive bikeway. The ACHD Common approved the license agreement in July and the corral is in its permanent location on Shoreline Drive. *Project Lead: Alexandra Monjar and Aaron Nelson* 

#### **GATEWAY EAST**



**Economic Development** 

**9100 S. Eisenman Road – PP Type 2:** R.L.R. Investments, LLC is building a new regional hub with an estimated total cost of \$9.8 million that will include three structures - a 5,000 square foot office, 60,000 square foot freight terminal, and 9,000 square foot maintenance shop. The CCDC Board approved the Type 2 agreement in June 2020, which included approximately \$385,000 in eligible expenses, at the June 2020 Board meeting. Construction is underway on the main structure; with an estimated completion this fall. *Project Lead: Alexandra Monjar* 

**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 was 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. The project was completed last summer and the primary tenant, Verde Fulfillment, now occupies and is operating out of the building. Total project value is estimated to be \$13 million, with an estimated \$425,000 of Eligible Expenses. The project was designated for Type 2 assistance at the November 2019 Board meeting. Boyer will submit final cost documentation in September 2021 after all vendors have been paid and CCDC will begin reimbursement in September 2022. *Project Lead: Alexandra Monjar* 

**2155 E. Freight Street - Boise Gateway 2 - PP Type 2:** Boise Gateway 2 will be a 287,000 square foot retail sort station for online order fulfillment. This project is the second phase of the 140-acre Boise Gateway Industrial Park. Total project value is estimated to be \$53,900,000 with approximately \$580,000 in Eligible Expenses. The Board designated this project in February 2021 and a final Agreement is on the Board's August agenda. Construction is expected to finish in September 2021. *Project Lead: Alexandra Monjar* 

**10026 S. Eisenman Road – Mr. Gas 21 – PP Type 2:** Lynch Land Development is building Mr. Gas' first Boise location off the Eisenman exit of I-84. The project will include amenities for professional drivers including trailer drop-off areas, a truck scale, bulk fuel storage facilities, temporary and overnight parking, showers, and an 11,000 square foot retail center offering prepared foods, essential goods, and showers. Total estimated development costs are approximately \$12.9 million with just over \$1 million spent on public improvements to extend water and sewer main lines and install a sidewalk and streetlights. CCDC estimates it will be able to reimburse \$480,000 of these costs through the agreement approved March 2021. Construction has begun and completion is expected fall 2021. *Project Lead: Alexandra Monjar* 

**1001 E. Gowen Road – AZEK – PP Type 2:** Decking manufacturer AZEK recently selected Boise for the construction of their flagship location in the West. The company anticipates investing over \$123 million to retrofit the old Shopko building, including \$1.4M in Eligible Expenses to build a power substation and distribution bay, install a power distribution line and four street lights. The company estimates the project will create 160 new permanent jobs with a median salary of \$80,000. This project will be presented to the Board for consideration for Type 2 designation in August 2021. Construction is anticipated to commence later this year with full operation beginning in early 2022. *Project Lead: Alexandra Monjar* 

#### Mobility

Gowen Road - ACHD Cost Share - PP Type 4: This is a cost-share project with an ACHD bridge replacement project on Gowen Road at the railroad crossing. CCDC-funded improvements include installation of a fiber-optic conduit bank between Exchange Street and Eisenman Road, a wider sidewalk on the approaches to the bridge and a longer bridge span which will accommodate a future rail with trail pathway under the bridge. At its May 2020 meeting, the CCDC Board approved an amended cost share permit and interagency agreement for these improvements. Construction of the improvements is underway. A Construction Change Order request from ACHD is anticipated in August 2021 to cover additional costs associated with modifying the proposed subterranean fiber optic vault size for two locations. The cost of this change is anticipated to be within the available project budget. *Project Lead: Zach Piepmeyer* 

#### Infrastructure

**Production Street and Gowen Road Utilities:** This project will install new fiber optic conduit banks and associated vaults along Production Street and Gowen Road for the City to enhance



data connectivity within city limits. CCDC issued a formal invitation to bid on July 22 and bids are due by August 12, 2021. *Project Lead: Amy Fimbel* 

#### **AGENCY WIDE - ALL DISTRICTS**

#### **Economic Development**

**ParkBOI - Capitol & Front Parking Garage:** The Agency sold the Capitol & Front Parking Garage to Capitol & Front Garage LLC on June 30, as authorized by the CCDC Board at its April 2021 Board meeting. *Project Lead: John Brunelle* 

**2020 Annual Report:** The 2020 Annual Report was filed with the City Clerk on March 22, 2021. A copy of the Report is available at City Hall, at CCDC and online at <a href="mailto:ccdcboise.com">ccdcboise.com</a>. *Project Lead: Jordyn Neerdaels* 

**State Street Study Area:** This effort seeks to establish a new urban renewal district along State Street to promote compact, mixed-use, mixed income development along the corridor that is supportive of and supported by high quality transit, in accordance with established plans for the corridor. The project team is finalizing the State Street Urban Renewal Plan and supporting documents to be presented to the CCDC Board for consideration for approval at the August 9 Board meeting. Should the Board approve the Plan, staff will transmit it to the City of Boise and other taxing districts. Agency and City staff plan to present the Plan to Planning & Zoning in September to consider conformity with Blueprint Boise, and then to City Council at a public hearing in October, with the intent to gain approval to establish a district by the end of calendar year 2021. *Project Lead: Matt Edmond* 

#### Mobility

Parking Operator Request for Qualifications: The final contract extension of the 2016 Parking Operations Agreement with The Car Park is set to expire on September 30 of this year. In anticipation of the contract expiration, Agency staff published a request for qualifications for parking operators in May and convened an evaluation panel that included representatives from CCDC, City of Boise, Downtown Boise Association, Ball Ventures Alhquist (co-owner of 11th & Front Garage), and Rocky Mountain Companies to evaluate responses. The Agency received four responses by the June 22 deadline, and each of the six panelists submitted scores by July 20. The panel unanimously scored The Car Park as the top respondent, and by an aggregate margin of over 15% above the second-ranked firm. In light of this, and the fact that The Car Park is the incumbent operator and headquartered in downtown Boise, the panel elected to forego interviews and recommend The Car Park as the top-ranked firm. The Board will consider respondent rankings and authorizing the Executive Director to negotiate a Parking Operations Agreement at the August 9 Board meeting. *Project Lead: Matt Edmond* 

**ParkBOI - All Garages – Cleaning:** The Capitol & Myrtle,10th & Front and Capitol & Main, 9th & Front, and 9th & Main Garage have been pressure washed and cleaned as of June 26. 11th & Front will have the ground level and ramp to the 2nd floor cleaned in early August. 9th & Front and 9th & Main cleaning was completed in June. *Project Lead: Aaron Nelson* 

**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, BSU, St Luke's, Downtown Boise Association (DBA), and CCDC involves marketing its transportation products and services to the downtown community. The CCDC Board approved a renewed MOU for City Go at its October 2020 meeting. In response to



a request from VRT, Agency staff has included a \$60,000 contribution to City Go in the proposed FY2022 budget for CCDC. An overview can be found at <a href="mailto:citygoboise.com">citygoboise.com</a>. *Project Lead: Matt Edmond* 

**ParkBOI - 9th & Main Parking Garage:** Veritas Materials Consulting performed a condition assessment in January 2021 and found the structure to be in very good condition, exhibiting only moderate visible damage in discrete locations. Agency is creating a plan to address the areas in need of repair. *Project Lead: Aaron Nelson* 

**ParkBOI - 9th & Front Parking Garage:** Guho Corp has completed Phase 1 and the 9th street tower stairs and elevator are now open. Guho has started Phase 2 of the project and the 8th street stairs and elevators are now closed. This project will extend the service life of the stair towers by 10-15 years. The project is currently on schedule to be completed in October 2021. *Project Lead: Aaron Nelson* 

**ParkBOI - Door Hardware & ADA Upgrades:** The agency initiated this project to bring door hardware and accessible routes up to current International Building Code. Project is complete. *Project Lead: Karl Woods* 

**ParkBOI - LED Lighting Upgrades - Phase 2:** Primary Electric has completed the retrofit of all remaining ParkBOI garages to LED light fixtures in May. Idaho Power verified all lights have been upgraded to LED. The total project cost of the 2021 LED upgrades was \$107,000. Idaho Power has reimbursed the Agency \$84,000 as part of the energy savings incentive program. *Project Lead: Aaron Nelson* 

#### **Condominium Associations**

Building Eight Condominiums Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	Capitol & Myrtle Parking Garage (Unit 2)	35%
Raymond Management	Hampton Inn & Suites (Unit 1)	62.5%
Hendricks	Retail Units (Units 3 & 4)	2.5%
Condo Board Meetings		
Last Meeting	Next Meeting	Next Report Due
October 2020	TBD	December 31, 2021
Issues/Comments:		



F	ront Street Condominium Association CCDC Contact: Aaron Nelson	n
Member	Unit	Percent Interest
CCDC	9 <sup>th</sup> & Front Parking Garage	25.76%
GBAD		2.00%
Aspen Condominiums	Aspen Lofts	52.17%
Hendricks	BoDo Retail Units	20.07%
	Condo Board Meetings	
Last Meeting/Report	Next Meeting	Next Report Due
November 2020	TBD	November 30, 2021
Issues/Comments:		

Bank Plaza Condominium Association CCDC Contact: Matt Edmond		
Member	Unit	Percent Interest
LN City Center Plaza/ Clearwater Analytics	A, 1A, 1B, 1C, 1H, 1K, 1L, 2C, 3C, 5A, 6A, 7A, 8A, 9A	77.372%
CCDC	1F, 1G, 1J, 2B, 4B, 5B	6.861%
GBAD	4A	3.040%
Boise State University	1D, 1E, 2A, 3A, 3B	6.131%
Valley Regional Transit	B1, B2, B3	6.429%
Sawtooth Investment Mgmt	10A	0.167%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
July 23, 2021	TBD	July 2021
Issues/Comments:		



Capitol Terrace Condominium Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	Capitol & Main Parking Garage	50%
Hawkins Companies	Main + Marketplace	50%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
February 23, 2021	TBD	February 2022
Issues/Comments:		

Downtown Parking Condominiums Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	9 <sup>₅</sup> & Main Parking Garage	93.51%
Les Bois Holdings, LLC	Commercial, Main Street side	2.03%
Eastman Building, LLC	Commercial, Idaho Street side	4.46%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
September 11, 2020	TBD	September 30, 2021
Issues/Comments:		

ACME Fast Freight Condominium Association CCDC Contact: Matt Edmond		
Member	Unit	Percent Interest
CCDC	11th & Front Parking Garage, 30.1% (Units 402, 403, 501, 502)	28.485%
Ball Ventures Ahlquist	11th & Front Parking Garage, 69.9% (Units 104, 015, 201, 202, 301, 302, 401)	66.490%
Boise Metro Chamber	Boise Chamber Offices (Units 101, 102, 203)	5.025%



	Condo Board Meetings	
Last Meeting/Report	Next Meeting	Next Report Due
September 9, 2020	TBD	September 30, 2021
Issues/Comments:		

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# VI. ADJOURN



# **END**