CAPITAL CITY DEVELOPMENT CORP

BOARD OF COMMISSIONERS MEETING

February 14, 2022

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
February 14, 2022, 12 p.m.

All Commissioners will attend virtually.
Virtual attendance is strongly encouraged.

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

A G E N D A

I. **CALL TO ORDER** ..... Chair Zuckerman

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS ..... Chair Zuckerman

III. WORK SESSION

A. Trailhead Annual Report (10 minutes)..... Tiam Rastegar, Trailhead Executive Director

B. Old Boise Blocks on Grove Street Neighborhood Investment Update (10 minutes)..... Karl Woods

C. Linen Blocks on Grove Street Streetscapes Improvement Concept Design (10 minutes)…… Amy Fimbel

IV. ACTION ITEM: CONSENT AGENDA

A. Expenses
   1. Approval of Paid Invoice Report - January 2022

B. Minutes and Reports
   1. Approval of January 18, 2022 Meeting Minutes

C. Other
   1. Approve Resolution 1740 - 1001 E Gowen Road - AZEK - T2 Participation Agreement
   2. Approve Resolution 1744 - 951 E Gowen Road - Red River Logistics and Commerce Centers - T2 Participation Agreement
   3. Approve Resolution 1743 - 9th Street and Bannock Street Intersection Geothermal Repairs - T4 Participation Agreement
   4. Approve Resolution 1741 - Transfer of Permanent Public Records to the City of Boise
   5. Approve Resolution 1745 - Amendment 3 to Task Order 19-003, Jensen Belts Associates Professional Design Services for the Old Boise Blocks on Grove Street
   6. Approve Resolution 1747 - Amendment 1 to Task Order 19-002, GGLO Professional Design Services for the Linen Blocks on Grove Street Streetscapes Project
   7. Reject Bids - ParkBOI Handrails and Guardrails Project

V. ACTION ITEM

A. CONSIDER: Annual Independent Audit of FY 2021 Financial Statements (5 minutes)
..... Kevin Smith, Eide Bailly

B. CONSIDER: Approve Resolution 1746 - Interagency Agreement with ACHD for Design Services on Linen Blocks on Grove Street Streetscapes Project (5 minutes) .....Amy Fimbel

C. CONSIDER: 1655 W Fairview Ave - Offices at Fairview and Main - T1 Participation Designation (5 minutes).....Alexandra Monjar

D. CONSIDER: Approve Resolution 1742 - Parking Garage Membrane Replacement and Maintenance Project (10 minutes) ..... Kathy Wanner/Aaron Nelson

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).

CAPITAL CITY DEVELOPMENT CORP

III.
WORK SESSION

Where Business Starts in Boise

2021 Annual Report

Prepared for the CCDC Board of Commissioners

Prepared by: Tiam Rastegar
February 9th, 2022

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    a. Year over Year Financials
    b. Membership Detail

Dear CCDC Board of Commissioners,

I am honored to have the opportunity to lead Trailhead as its Executive Director for the last three and a half years, and to provide you with this annual report for our fiscal year 2021.

We believe that entrepreneurship is one of the most important tools and mindsets our society has to help create the Boise of the future. Entrepreneurship has the potential to democratize wealth, create equitable outcomes and uplift our communities and economy - for all Boiseans.

Alongside 3 individuals from the startup community and the support of a handful of private industry partners (Micron, Albertsons, Perkins Coie and AmerisourceBergen), the City of Boise embarked on a journey in 2015 to provide a place of belonging and a support hub for entrepreneurs in an effort to build, grow and foster the startup community and the entrepreneurial ecosystem in Boise.

Looking back at 2021, I can say with confidence that we have succeeded in our mission, despite a very challenging year.

Trailhead and its impacts on the business community would not exist without the support of the CCDC and the City of Boise. In partnership with you, we have helped and impacted over 700 startups, small businesses and entrepreneurs since our inception just over 7 years ago.

This year's report also marks a major milestone in the history of Trailhead, and our much valued relationship with the CCDC and the City of Boise. Our lease agreement at 500 S 8th Street is due for the first of two optional one-year renewals.

On behalf of Trailhead's Board of Directors, Staff and Members, thank you for your support of Trailhead and your commitment to foster and grow Boise's startup ecosystem.

Sincerely,

Tiam Rastegar
Executive Director

2. About Trailhead

Mission:

Accelerate the creation, growth and scaling of new business ventures in Boise.

History:

Trailhead was created in 2014 as a 501(c) (3) non-profit and was born out of a public-private partnership between the City of Boise and a handful of experienced entrepreneurs. Their shared vision was to create a community to further Boise's startup ecosystem by providing a collaborative space where entrepreneurs can access the people and resources they need to succeed. Early on this underlying mission attracted the support of local private-industry partners such as Micron, Albertsons, Perkins Coie and others, whose contributions were critical in realizing this vision and launching Trailhead.

Video links:

1. 2016 Trailhead Launch Video
2. 2020 American Dream: Trailhead Boise
3. 2021 Fundraiser
4. 2021 You Led Idaho Recap
5. 2021 Trailmix
6. 2021 2 Minute Drill Pitch Competition
7. 2021 Boise Entrepreneur Week Recap

Core Values:

- Entrepreneurship & Innovation
- People & Inclusivity
- Community relations
- Continuous learning
- Stewardship of the entrepreneurial ecosystem
- Hustle

Goals and Strategic Pillars:

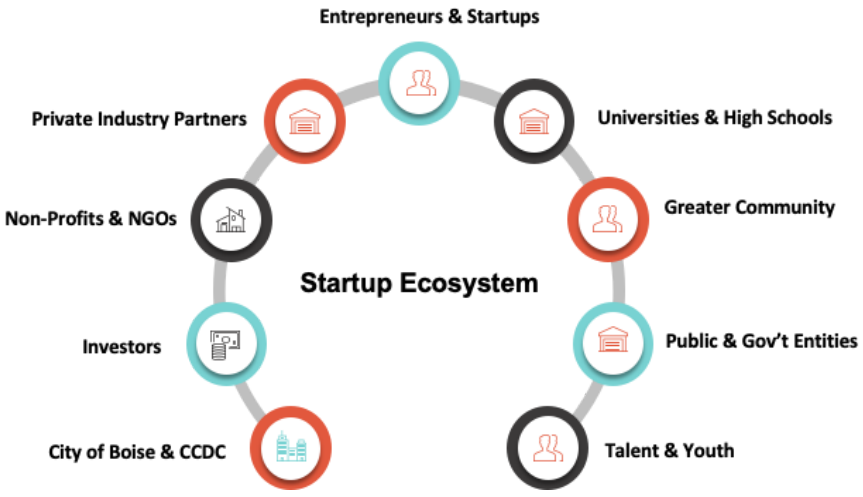
Trailhead's objective is to help launch new businesses and build a robust startup ecosystem in Boise. We serve people with ideas and help them develop products and realize the opportunity to create a business in order to make a positive impact on their community.

We work towards achieving our goals by offering our 4 value streams:

1. Collaborative Workspace
2. Educational Programming
3. Mentorship
4. Community Building

Illustration: Ecosystem Wheel

Community building is a critical ingredient for fostering an innovation economy. It takes many stakeholders and partners working in a coordinated effort to foster entrepreneurship and innovation. Trailhead is a central node in Boise's ecosystem and depends on partnerships with other stakeholders - as shown below:



2. Executive Summary

2021 was a very challenging and yet successful year for Trailhead. We lost over one third of our members, a trend that continued from 2020, as the global pandemic continued to inject uncertainty and fear into our community. Our organization underwent a major employee turnover as well, losing 2 of our 3 full time employees, one of which has since been replaced in January of 2022.

These challenges were offset by a second draw PPP loan, fundraising revenue and contributions by our Board of Directors, enabling us to finish the year strong with a positive net income and overall decent cash position.

In 2021 ur members and alumni collectively generated and achieved:

- **284** full-time jobs paying higher than the ~$60K average in Boise
- **$110,250,000** in revenue
- **$198,600,000** in raised capital

Trailhead launched successful new programs with our partners:

- Idea, Set, Go (Reynolds & Myers)
- Koffee Klatsch (Perkins Coie)
- Boise Startup Blog (Built In Idaho)

Existing programs awarded **$156,000+** to early stage entrepreneurs including:

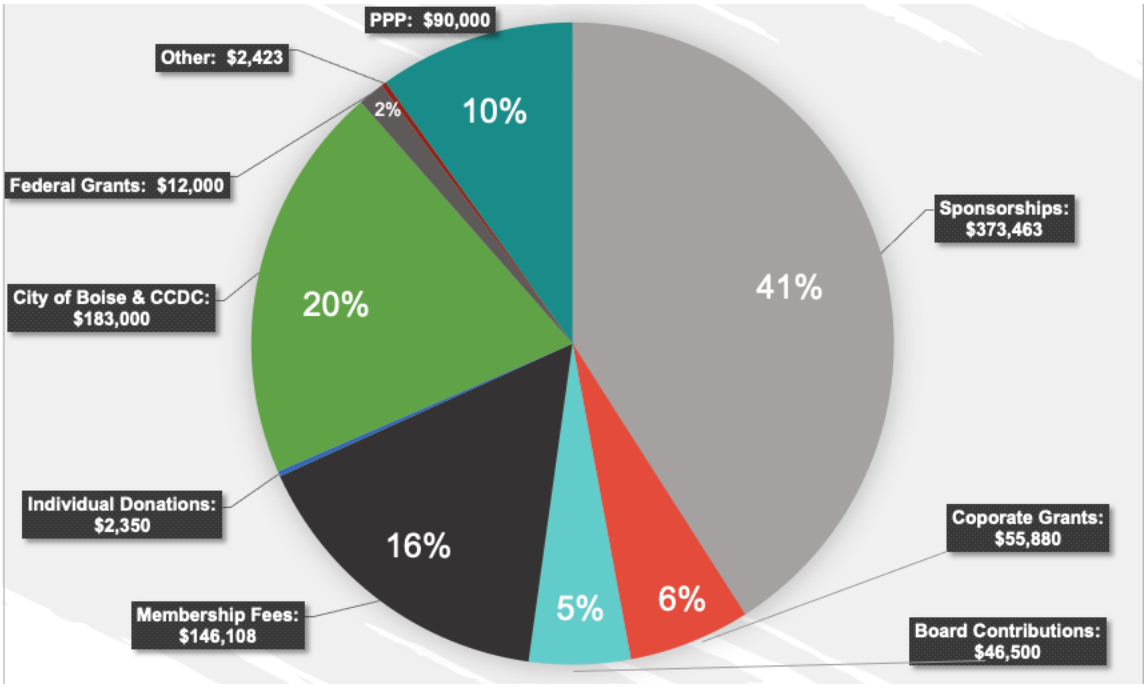
- You Lead Idaho
- Boise Entrepreneur Week (BEW)
- Trailmix

3. Financials

Trailhead bounced back from a net loss in 2020 and achieved a profitable year in 2021. Below are high level financial metrics in comparisons to the prior year in 2020 as well as 2019 noted in apprentices:

- Net Profit improved by **190%** to **$28,645**
- Total Revenue improved by **25%** to **$848,424**
- Membership fees improved **15%** to **$156,165**
- Contributions improved **22%** to **$648,558**
- Gov't grant PPP received in the amount of **$90,000**

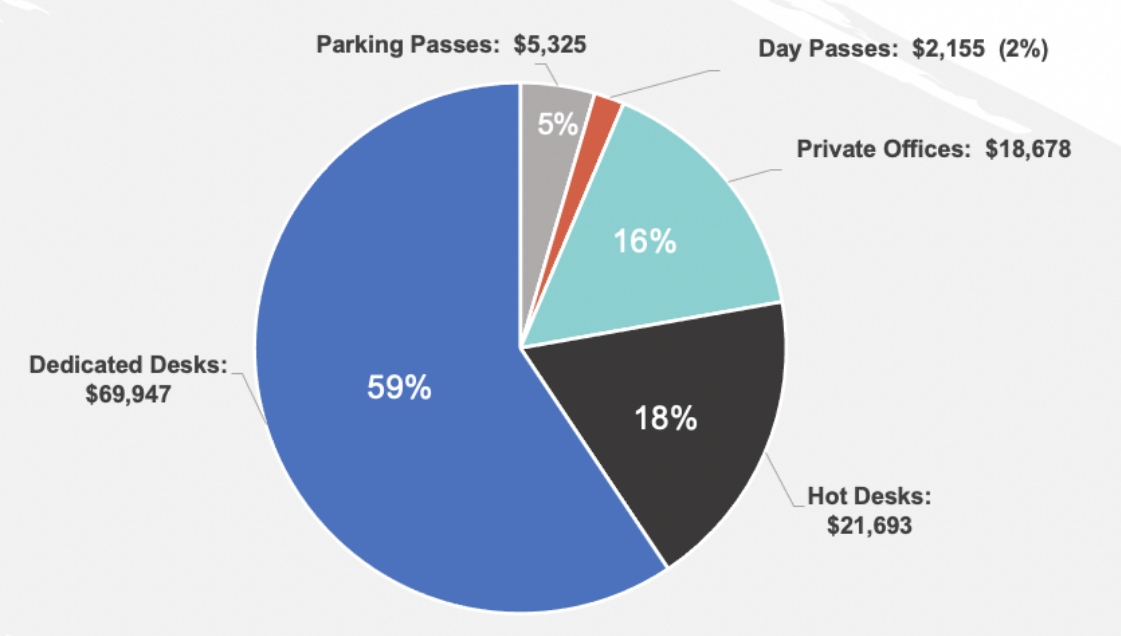
The chart below details Trailhead's categorical sources of revenue and their weight in terms of total revenues. CCDC and the City of Boise remain vital supporter and source of revenue in the form of donated rent representing 20% of total revenue:



4. Membership

Membership Type	Q1	Q2	Q3	Q4	2021 vs 2020
Basecamp - Hot Desk	138	133	112	71	-49%
North - Private Office	11	13	13	7	-37%
North - Dedicated Desk	13	17	18	13	No change
Total Members	**162**	**163**	**143**	**91**	**-32%**

4.1: Member Revenue Detail:



4.2: 2021 Member & Alumni Metrics

Company	Capital Raised	Revenue Generated	Jobs Created	Other Achievements
Lovevery	$100MM	$100MM	177	Reached $800MM valuation
Retrolux	Raised $1.5MM	Undisclosed	3	Filed patents Opened capital round
Tovuti	Raised $8MM	$5MM (ARR)	3	N/A
Cauze	$1MM	Undisclosed	5	Currently raising $5MM Serving 8,000 customers
Killer Creamery	$2MM	$4MM	3	Kroger and Costco are new customers
Renovate	$300K	Undisclosed	4	Launched in 2021
Natural Intelligence Systems	Closed $2MM seed round. Raised additional $3.5MM.	$1.25MM	3	2021 Idaho Innovation Award Winner - Most Innovative Company in Idaho
PlexTrac	$10MM Series A $70MM Series B	Undisclosed	85	Leased Downtown office space
PitchAero	$300,000 (IGEM)	Pre-revenue	1	Awarded 1st patent
TOTAL	**$198,600,000**	**$110,250,000**	**284**	

4.3: All time Trailhead impact metrics:

- **372+** Jobs created (since 2018)
- **50+** startups launched
- **$219MM** in funds raised
- **$153MM** in revenue generated
- **$360K** non-dilutive cash awarded
- **1005** workshop hours delivered
- **1,300** events hosted
- **680+** businesses helped
- **195** pitches coached and presented
- **2,350** mentorship hours provided

5. Programming, Events and Partnerships

Trailhead planned and organized and hosted **200 events** in 2021, with over **2000 guests and attendees (mostly virtual)**. We host a wide range of programming and events, with anything from our ongoing monthly Lunch and Learn series to our annual marquee events like Boise Startup Week, Trailmix and our annual fundraiser.

Trailhead proudly also partners with other local organizations and supports their events by co-promoting and giving them access to our resources and networks.

Community partnerships allow us to work with a diverse group of partner organizations who have mission alignment with Traihead and thereby support underserved members of our community, and audiences we otherwise would not have access to. Some examples of our partnerships are with:

- Idaho Women's Small Business Center
- VentureCapital.org (VCO)
- TechHelp
- BSU Venture College
- One Refugee
- Leadership Boise
- Meridian Library UnBound
- Idaho Digital Learning Academy
- Treefort
- Boise Young Professionals
- Jannus
- Idaho STEM Action Center
- Idaho Women in Technology

Program Highlight - Boise Pitch Night (BPN)

BPN is a quarterly event in partnership with the BSU Venture College, SBDC, Boise Angel Alliance, Signal Rock Capital and VentureCapital.org.

The event features 3 local and regional startups who present their pitch for investment to an audience of local and regional investors. The objective for BPN is to help generate deal flow by sourcing and mentoring startups and putting them in front of accredited investors.

We hosted **9** startups for BPN in 2021. 5 of those continued on to participate in the BSW Pitch Competition and ultimately were chosen to attend the Investors Choice Conference in October.

Trailhead has showcased over **60 pitches** and participants went on to raise **$20MM** in capital.

Below is a picture of our first BPN with Storefront pitching on stage:

Past Featured Participants:


Direct Access


SafeAccess


natural
INTELLIGENCE


Inmedix
Innovative Medical Discovery


FREE to FEED


Title Pipe


chillow


SLANT
3D


PITCH
AERONAUTICS


HausMart


gravity
PAYMENTS


SNACKTIVIST
FOODS


CAFÉ MULÉ
IRONSIDE


SafeAccess


SURVEY SOFT


crave!
DELIVERY


melt
ORGANIC™

6. Appendix

a). Year over Year Financials

	2017	2018	2019	2020	2021
Total Revenue	$811,916	$589,517	$1,015,027	$681,175	$848,424
Memberships	$227,432	$213,779	$243,269	$135,836	$156,165
Fundraising	$518,503	$375,587	$768,103	$531,934	$648,558
Net Income	-$63,402	-$113,616	$81,100	-$31,521	$28,645
Ending Cash	$167,083	$40,206	$137,084	$60,785	$113,669

6.1 Appendix

b). Year over Year Revenue Distribution

Source	2018	2019	2020	2021
CCDC & City of Boise	24%	13%	20%	20%
Membership Fees	35%	16%	20%	21%
Board Contributions	3%	3%	3%	9%
Sponsorships	37%	45%	45%	52%

** Board contributions for 2021 show as 6% in the pie chart. The delta is due to the accounting method of board contributions for sponsorship. 9% is the true amount which includes $20,000 as part of Boise Entrepreneur Week's fundraising total.*

c). Membership Detail

Membership Type	Q1	Q2	Q3	Q4	2021 vs 2020
Basecamp - Hot Desk	138	133	112	71	-49%
North - Private Office	11	13	13	7	-37%
North - Dedicated Desk	13	17	18	13	No change
Total Members	**162**	**163**	**143**	**91**	**-32%**

IV.
CONSENT AGENDA

Paid Invoice Report

For the Period: 1/1/2022 through 1/31/2022

Payee	Description	Payment Date	Amount
Payroll:			
PERSI	Retirement Payment	1/10/2022	19,699.00
EFTPS - IRS	Federal Payroll Taxes	1/12/2022	13,205.30
Idaho State Tax Commission	State Payroll Taxes	1/12/2022	1,878.00
CCDC Employees	Direct Deposits Net Pay	1/12/2022	33,603.47
PERSI	Retirement Payment	1/24/2022	19,863.67
EFTPS - IRS	Federal Payroll Taxes	1/26/2022	13,311.48
Idaho State Tax Commission	State Payroll Taxes	1/26/2022	1,879.00
CCDC Employees	Direct Deposits Net Pay	1/26/2022	34,159.80
		Total Payroll Payments:	137,599.72
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	January 2022	2,388,765.57
		Total Cash Disbursements:	**$ 2,526,365.29**

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

Joey Chen

Finance Director

February 2, 2022

Date

John Brunelle

Executive Director

February 9, 2022

Date

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4136	Abbey Louie LLC	250	Management Training FY2	12/31/2021	4,000.00	12290	01/28/2022
Total 4136:					4,000.00		
4082	Acme Fast Freight	1600009316	11th & Front garage CAM e	01/01/2022	2,548.76	12291	01/28/2022
Total 4082:					2,548.76		
3659	Ada County	JAN 2022 #1	January 2022 Master Grou	01/01/2022	30,555.50	64113	01/26/2022
		JAN 2022 #1	January 2022 Surplus Gro	01/01/2022	13,256.75	64113	01/26/2022
Total 3659:					43,812.25		
3838	American Fire Protection L	12317-2	compliance engine & filing f	12/20/2021	45.00	64114	01/26/2022
		12530	Monthly pump inspection &	11/01/2021	185.00	64114	01/26/2022
		12684	Service call	12/06/2021	110.00	64114	01/26/2022
		12734	Monthly pump inspection &	12/22/2021	185.00	64114	01/26/2022
		12760	Monthly pump inspection &	12/30/2021	185.00	64114	01/26/2022
Total 3838:					710.00		
3885	Berkley North Pacific	60000389 JA	commercial package FY22	01/10/2022	78.00	64115	01/26/2022
Total 3885:					78.00		
1316	Blue Cross of Idaho	2133700000	Health Insurance - Jan 202	01/01/2022	24,307.11	64107	01/01/2022
Total 1316:					24,307.11		
1385	Boise City Utility Billing	X1177 JAN 2	848 Main St # 0447416001	01/01/2022	9.24	12319	01/26/2022
Total 1385:					9.24		
4190	BrandCraft	2817	Grove Plaza Brick Finder o	12/14/2021	1,075.00	12292	01/28/2022
		2886-1	Web Maintenance - parkboi	12/31/2021	250.00	12292	01/28/2022
		2906-1	Web Maintenance - boisep	12/31/2021	250.00	12292	01/28/2022
		2916-1	Web Maintenance - ccdcbo	12/31/2021	250.00	12292	01/28/2022
Total 4190:					1,825.00		
3461	Business Interiors of Idaho	11690-39762	CCDC office walls project -	01/04/2022	10,437.96	64116	01/26/2022
Total 3461:					10,437.96		
3712	Car Park	5TH&FRONT	5th & Front Parking Lease	12/31/2021	30,000.00	12306	01/27/2022
		5TH&FRONT	5th & Front Parking Reven	12/31/2021	29,800.00-	12306	01/27/2022
		5TH&FRONT	5th & Front Parking Lease	11/30/2021	30,000.00	12306	01/27/2022
		5TH&FRONT	5th & Front Parking Reven	11/30/2021	28,975.00-	12306	01/27/2022
		NOV2021	10th & Front - Grove	11/30/2021	20,999.80	12306	01/27/2022
		NOV2021	9th & Front - City Centre	11/30/2021	29,582.43	12306	01/27/2022
		NOV2021	9th & Main - Eastman	11/30/2021	21,382.82	12306	01/27/2022
		NOV2021	Cap & Main - Cap Terrace	11/30/2021	27,549.28	12306	01/27/2022
		NOV2021	Cap & Myrtle - Myrtle	11/30/2021	16,896.66	12306	01/27/2022
		NOV2021	9th & Front - refunds	11/30/2021	147.00	12306	01/27/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		NOV2021	9th & Main - refunds	11/30/2021	15.00	12306	01/27/2022
		NOV2021	Cap & Main - refunds	11/30/2021	15.00	12306	01/27/2022
		NOV2021	Cap & Myrtle - refunds	11/30/2021	27.00	12306	01/27/2022
Total 3712:					117,839.99		
1556	Caselle Inc.	113541	Contract support - Jan 202	01/01/2022	840.00	64108	01/01/2022
Total 1556:					840.00		
1595	City of Boise	IL1814	Downtown Core Maint - R	12/31/2021	2,088.45	64117	01/26/2022
		IL1814	Downtown Core Maint - W	12/31/2021	1,512.33	64117	01/26/2022
		IL1821	Trash - RMOB	11/30/2021	349.49	64117	01/26/2022
		IL1821	Trash - WS	11/30/2021	170.00	64117	01/26/2022
		IL1829	Trash - WS	12/31/2021	166.78	64117	01/26/2022
		IL1829	Trash - RMOB	12/31/2021	338.61	64117	01/26/2022
		IL1832	Downtown Core Maint - R	01/01/2022	2,088.45	64117	01/26/2022
		IL1832	Downtown Core Maint - W	01/01/2022	1,512.33	64117	01/26/2022
Total 1595:					8,226.44		
4116	Civil Survey Consultants In	20015-12	Production Street and Gow	12/31/2021	195.16	12307	01/27/2022
		20015-12	Production Street and Gow	12/31/2021	1,388.84	12307	01/27/2022
		21045-03	Eisenman Interim Improve	12/31/2021	4,154.00	12307	01/27/2022
Total 4116:					5,738.00		
1643	Community Planning Assoc	222041	FY22 2nd qtr Membership	01/03/2022	2,350.00	12293	01/28/2022
Total 1643:					2,350.00		
3947	Crane Alarm Service	87972	Fire Alarm System - Monito	11/01/2021	25.00	64118	01/26/2022
		89985	Fire Alarm System - annual	12/30/2021	4,235.00	64118	01/26/2022
		90130	Fire Alarm System - Monito	01/01/2022	25.00	64118	01/26/2022
Total 3947:					4,285.00		
1838	Elam & Burke P.A.	194014	Units 401/102 Civic Partner	12/31/2021	1,520.45	12308	01/27/2022
		194015	Parking Matters	12/31/2021	3,160.45	12308	01/27/2022
		194016	Shoreline URD	12/31/2021	225.00	12308	01/27/2022
		194017	New URD - State STreet	12/31/2021	175.00	12308	01/27/2022
		194018	V G. Lane	12/31/2021	50.00	12308	01/27/2022
		194019	Early Bond Redemption	12/31/2021	55.25	12308	01/27/2022
		194020	101-0 General	12/31/2021	1,520.70	12308	01/27/2022
		194021	River Myrtle Implement Act	12/31/2021	607.15	12308	01/27/2022
		194022	WS District	12/31/2021	626.50	12308	01/27/2022
		194052	Block 68	12/31/2021	2,025.00	12308	01/27/2022
Total 1838:					9,965.50		
3853	Hawkins Companies LLC	01172022	Cap T. Condo: Jan - Mar 2	01/17/2022	16,197.46	64119	01/26/2022
Total 3853:					16,197.46		
4115	HDR Engineering Inc	1200400011	Main & Fairview Transit Sta	12/25/2021	8,592.76	12309	01/27/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 4115:					8,592.76		
3810	Hummel Architects PLLC	10077	Parking Garage Membrane	11/30/2021	77.75	12294	01/28/2022
		10125	10th & Front Pkg Garage S	12/31/2021	173.25	12294	01/28/2022
Total 3810:					251.00		
2165	Idaho Power	6607 DEC21	9th St outlets #220040660	12/31/2021	6.59	12321	01/20/2022
		X7995 DEC2	9th & State # 2201627995	12/31/2021	11.84	12320	01/19/2022
Total 2165:					18.43		
3900	Idaho Records Manageme	148190	Records Storage	01/01/2022	80.04	12295	01/28/2022
Total 3900:					80.04		
3808	Jed Split Creative	2540	FY2022-2026 CIP Design	12/30/2021	10,450.00	64120	01/26/2022
Total 3808:					10,450.00		
2288	Jensen Belts Associates	2114-7	11th Street Bikeway & Stre	12/31/2021	57,233.36	12310	01/27/2022
		2114-7	11th Street Bikeway & Stre	12/31/2021	10,405.00	12310	01/27/2022
		2144-2	State St, 12th - 14th Street	12/31/2021	980.00	12310	01/27/2022
Total 2288:					68,618.36		
3922	Kevin Martin	12.22.2021	Agency holiday event	12/22/2021	80.00	12288	01/05/2022
Total 3922:					80.00		
2360	Kittelson & Associates Inc.	0122597	8th St Improvements, State	11/30/2021	10,315.00	12311	01/27/2022
Total 2360:					10,315.00		
3950	McAlvain Construction Inc.	1210105.1	WS Preconstruction	12/31/2021	11,362.98	12312	01/27/2022
		1210105.2	RMOB Preconstruction	12/31/2021	8,419.10	12312	01/27/2022
Total 3950:					19,782.08		
2186	McClatchy Company LLC	84344	Legal Notices	12/31/2021	42.19	12296	01/28/2022
Total 2186:					42.19		
3767	neurilink llc	31309	Service Call	12/31/2021	345.00	12297	01/28/2022
		31309	digital media floor box input	12/31/2021	625.00	12297	01/28/2022
Total 3767:					970.00		
4192	Pioneer Title Company	794499 - 521	Purchase of 521 W Grove	01/28/2022	1,788,080.68	12317	01/28/2022
Total 4192:					1,788,080.68		
2774	Pro Care Landscape Mana	41894	Landscape Maintenance -	12/31/2021	540.00	12298	01/28/2022
Total 2774:					540.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
2798	Quadrant Consulting Inc.	11902	State Street Streetscape (	12/31/2021	9,024.00	12313	01/27/2022
Total 2798:					9,024.00		
3896	Rim View LLC	JAN2022	Monthly Rent - Trailhead J	01/01/2022	15,250.00	64109	01/01/2022
Total 3896:					15,250.00		
3796	Scheidt & Bachmann USA I	46327	Nov 2021 Merchant Fees	11/30/2021	808.60	12299	01/28/2022
Total 3796:					808.60		
3851	Shaver Graphics LLC	4216	Professional Photography	11/30/2021	1,190.00	12300	01/28/2022
Total 3851:					1,190.00		
4131	Smarking Inc	5753	Data Management Service	01/01/2022	9,647.00	12314	01/27/2022
Total 4131:					9,647.00		
3974	Stability Networks Inc.	38015	Cisco Phone & Switch - Ha	12/27/2021	3,848.83	12315	01/27/2022
		38029	Dell Desktop	12/27/2021	925.77	12315	01/27/2022
		38045-1	CCDC Laptop	12/27/2021	1,907.52	12315	01/27/2022
		38091	IT Services - FY2022	12/31/2021	3,300.00	12315	01/27/2022
		38183	Cisco Subscription	12/31/2021	5.84	12315	01/27/2022
		38183	AppRiver SecureTide	12/31/2021	89.00	12315	01/27/2022
		38183	M365 Apps for Business	12/31/2021	148.25	12315	01/27/2022
		38183	Cloud Backup	12/31/2021	495.00	12315	01/27/2022
Total 3974:					10,720.21		
3242	Suez Water Idaho	437 S 9TH S	437 S 9th St irri #06006688	12/31/2021	29.31	12322	01/31/2022
		516 S 9TH S	516 S 9th St irri #06006391	12/31/2021	29.31	12324	01/31/2022
		866 W MAIN	Eastman #0600033719285	12/31/2021	52.91	12323	01/31/2022
		GROVE & 10	Grove & 10th #060035756	12/31/2021	49.78	12325	01/31/2022
Total 3242:					161.31		
4109	Syringa Networks LLC	20339 JAN20	internet & data - january 20	01/01/2022	646.69	64121	01/26/2022
Total 4109:					646.69		
3831	The Land Group Inc.	0147368	Fulton St Improvements, 9t	12/31/2021	2,640.00	12301	01/28/2022
Total 3831:					2,640.00		
4074	The Potting Shed	20150	Interior Plant Maint.	12/31/2021	65.00	64122	01/26/2022
Total 4074:					65.00		
3170	Treasure Valley Coffee Inc	2160:080033	Water & Cooler Rental	12/21/2021	106.00	64123	01/26/2022
		2160:080394	Water & Cooler Rental	01/18/2022	106.00	64123	01/26/2022
Total 3170:					212.00		
3233	United Heritage	02014-001 J	Disability insurance - Jan 2	01/01/2022	1,261.91	64124	01/26/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 3233:					1,261.91		
3835	US Bank - Credit Cards	12.27.2021	Recruitment Expenses	12/27/2021	741.00	12289	01/18/2022
		12.27.2021	Voice, data & webhosting s	12/27/2021	153.78	12289	01/18/2022
		12.27.2021	Office Supplies	12/27/2021	897.18	12289	01/18/2022
		12.27.2021	Computer & Software	12/27/2021	645.76	12289	01/18/2022
		12.27.2021	Dues & Subscriptions	12/27/2021	1,298.99	12289	01/18/2022
		12.27.2021	Travel & Meeting (non-local	12/27/2021	2,133.74	12289	01/18/2022
		12.27.2021	Personnel Training (Local)	12/27/2021	60.00	12289	01/18/2022
		12.27.2021	Local meetings & Transport	12/27/2021	319.74	12289	01/18/2022
		12.27.2021	Banking & Merchant Fees	12/27/2021	78.40	12289	01/18/2022
Total 3835:					6,328.59		
4068	Veritas Material Consulting	1717	10th & Front Garage Struct	11/30/2021	1,200.00	12302	01/28/2022
Total 4068:					1,200.00		
3997	Wash Worx	INV-000997	Capital & Myrtle awning	01/10/2022	1,000.00	12303	01/28/2022
		INV-001003	bench repair-WS	01/17/2022	1,000.00	12303	01/28/2022
Total 3997:					2,000.00		
3365	Westerberg & Associates	253	Legislative Advisement Ser	12/31/2021	2,000.00	12304	01/28/2022
Total 3365:					2,000.00		
3998	Western Records Destructi	0571111	Records Destroyed	12/31/2021	47.00	64125	01/26/2022
Total 3998:					47.00		
3374	Western States Equipment	IN001883369	Bldg 8 generator monthly i	12/31/2021	276.64	64126	01/26/2022
Total 3374:					276.64		
3398	Wright Brothers	210068-3	Main & Fairview Transit Sta	12/31/2021	164,005.15	12316	01/27/2022
Total 3398:					164,005.15		
3990	Xerox Corporation	015215999	Copier Lease	12/31/2021	290.22	12305	01/28/2022
Total 3990:					290.22		
Grand Totals:					2,388,765.57		

Report Criteria:
Detail report type printed

MINUTES OF MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
Conference Room, Fifth Floor, 121 N. 9th Street
Boise, ID 83702
January 18, 2022

I. CALL TO ORDER:

Board Members appeared remotely, as did John Brunelle, Executive Director, Doug Woodruff, Development Director, Zach Piepmeyer, Project Manager – Capital Improvements, Alexandra Monjar, Project Manager - Property Development, Matt Edmond, Parking & Mobility Director, Karl Woods, Senior Project Manager – Capital Improvements, and Agency legal counsel, Ryan Armbruster.

Joey Chen, Finance & Administration Director; Mary Watson, General Counsel; and Sandra Lawrence, Executive Assistant, were present at the CCDC physical office location.

There were no members of the public present at the CCDC office during the meeting, which was open and accessible for public attendance. It was confirmed that the live streaming service (BoxCast) was working properly, enabling the public to view the live stream.

Jon Gunnerson, City of Boise, joined the meeting remotely.
Eric Gromacki, Flint Development, joined the meeting remotely.

Present via Zoom: Chair Dana Zuckerman, Commissioner David Bieter, Commissioner Haney-Keith, Commissioner Gordon Jones, Commissioner Lauren McLean, and Commissioner John Stevens.

Absent: Commissioner Danielle Hurd

Roll call was taken by, Ryan Armbruster, Agency Legal Counsel confirming quorum.

Chairman Zuckerman convened the meeting with a quorum at 12:00 p.m.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS:

There were no changes to the agenda.

III. WORK SESSION

A. Consider commencing the process for an amendment to the River Myrtle/Old Boise-URD to extend the boundary of the River Myrtle/Old Boise project area pursuant to Idaho Code Section 50-2033.

Zach Piepmeyer, Project Manager – Capital Improvements, and Doug Woodruff, Development Director, gave a report.

B. Parking Updates

Matt Edmond, Parking & Mobility Director, gave a report.

IV. ACTION ITEMS: CONSENT AGENDA

A. Expenses

1. Approval of Paid Invoice Report - December 2021

B. Minutes and Reports

1. Approval of December 13, 2021 Meeting Minutes

C. Other

1. Approve Resolution 1738 - Change Order 1 Authorizing Additional Contingency for the Main & Fairview Transit Station Project
2. Approve Resolution 1739 – 1700 W Main Street – 17th and Main – T1 Participation Agreement

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

Commissioner Jones seconded.

Roll Call:
Commissioner Bieter - Aye
Commissioner Haney-Keith - Aye
Commissioner Jones - Aye
Commissioner McLean – Aye
Commissioner Stevens - Aye
Commissioner Zuckerman - Aye

The motion carried 6-0

IV. ACTION ITEMS

A. CONSIDER: Election of Board Officers – Chair, Vice-Chair and Secretary/Treasurer

Chair Zuckerman, gave a report.

Commissioner Zuckerman moved to Elect the Board Officers as presented:

- Chair—Commissioner Dana Zuckerman
- Vice-Chair—Commissioner Latonia Haney-Keith
- Secretary-Treasurer-Commissioner Lauren McLean

Commissioner Haney-Keith seconded.

Roll Call:
Commissioner Bieter - Aye

Commissioner Haney-Keith - Aye
Commissioner Jones - Aye
Commissioner McLean – Aye
Commissioner Stevens - Aye
Commissioner Zuckerman - Aye

The motion carried 6-0

B. CONSIDER: 9th Street and Bannock Street Intersection Geothermal Repairs – Type 4 Participation Program Designation

Karl Woods, Senior Project Manager - Capital Improvements, and Jon Gunnerson, Geothermal Coordinator, City of Boise, gave a report.

Commissioner Haney-Keith moved to direct staff to negotiation a final Type 4 Capital Improvement Contribution Agreement with City of Boise for future Board approval.

Commissioner Jones seconded.

Roll Call:
Commissioner Bieter - Aye
Commissioner Haney-Keith - Aye
Commissioner Jones - Aye
Commissioner McLean – Aye
Commissioner Stevens - Aye
Commissioner Zuckerman - Aye

The motion carried 6-0

C. CONSIDER: 1103 W. Lee St. – 11th and Lee – Type 4 Participation Program Designation

Alexandra Monjar, Project Manager - Property Development, gave a report.

Commissioner Haney-Keith moved to direct staff to negotiate a final Type 4 Participation Agreement with 11th and Lee BE, LLC for future board approval.

Commissioner Jones Seconded.

Roll Call:
Commissioner Bieter - Aye
Commissioner Haney-Keith - Aye
Commissioner Jones - Aye
Commissioner McLean – Aye
Commissioner Stevens - Aye
Commissioner Zuckerman - Aye

The motion carried 6-0

D. CONSIDER: 951 E Gowen Rd - Red River Logistics and Commerce Centers - Type 2 Participation Program Designation

Alexandra Monjar, Project Manager - Property Development, gave a report.

Commissioner Haney-Keith moved to direct staff to negotiate a final Type 2 Participation Agreement with Red River Logistics Center LLC and Red River Commerce Center LLC for future board approval.

Commissioner Bieter Seconded.

Roll Call:
Commissioner Bieter - Aye
Commissioner Haney-Keith - Aye
Commissioner Jones - Aye
Commissioner McLean – Aye
Commissioner Stevens - Aye
Commissioner Zuckerman - Aye

The motion carried 6-0

E. CONSIDER: Set March 14, 2022 as the Public Meeting Date to Consider Parking Rate Modifications

Matt Edmond, Parking & Mobility Director,

Commissioner Haney-Keith moved to schedule a public comment date for the Boards meeting of March 14, 2022 to consider adjusting parking rates effective no sooner than May 1, 2022; and authorize Agency staff to take the necessary steps to prepare and publish public notice of the proposed rate increases and to prepare and distribute notice of the proposed rate increases to current patrons and stakeholders.

Commissioner Bieter Seconded.

Roll Call:
Commissioner Bieter - Aye
Commissioner Haney-Keith - Aye
Commissioner Jones - Aye
Commissioner McLean – Aye
Commissioner Stevens - Aye
Commissioner Zuckerman - Aye

The motion carried 6-0

IV. MEETING ADJOURNMENT

There being no further business to come before the Board, a motion was made by Commissioner Haney-Keith to adjourn the meeting. Commissioner Bieter seconded the motion. A roll call vote was taken.

Roll Call:
Commissioner Bieter - Aye
Commissioner Haney-Keith - Aye
Commissioner Jones - Aye
Commissioner McLean – Aye
Commissioner Stevens - Aye
Commissioner Zuckerman - Aye

The motion carried 6-0

The meeting adjourned at 1:07 pm.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 14th DAY OF FEBRUARY 2022.

Dana Zuckerman, Chair

Lauren McLean, Secretary

AGENDA BILL

Agenda Subject: Resolution 1740 – Approving 1001 E Gowen Rd – AZEK Boise Manufacturing — Type 2 Participation Agreement with CPG International, LLC.	**Date:** February 14, 2022
Staff Contact: Alexandra Monjar	**Attachments:** 1) Resolution 1740 2) Type 2 Agreement
Action Requested: Adopt Resolution 1740 approving the Type 2 General Assistance Participation Agreement with CPG International LLC and authorizing the Executive Director to execute the agreement.	

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 the East and Midwest. Its core products are decking and railing for exterior residential and commercial use, with an emphasis on using recycled materials. CPG International, LLC has leased the former Shopko facility located at 1001 East Gowen Road to establish a manufacturing facility and distribution center in the West. 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. Phase I of the project includes building extrusion lines, storage silos, unloading facilities, auxiliary support equipment, IT infrastructure, offices and employee amenities, maintenance facilities, a rail spur, and material handling facilities.

The CCDC Board designated this project for Type 2 General Assistance on August 9, 2021. Since that time, the Agency has been working with the developer to finalize terms of the agreement such that CCDC will not be reimbursing for eligible expenses to be refunded by Idaho Power incentives related to the construction of a new substation transformer. The public improvements also include power distribution lines, and installation of four street lights on Production Street. Placement and design of the street lights has been coordinated with necessary agencies to ensure their compatibility with the planned extension of Production Street and its dedication to ACHD as a public roadway which could be completed as early as May 2023 due to the Red River Logistics and Commerce Centers Type 2 Project designated by the Board in January 2022. Construction of this project is underway and the facility is expected to be complete and ready for operation this spring.

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.

Project Summary:

- 50-acre lot located at 1001 E Gowen Road
- 351,950 total SF industrial space
- $123,230,000 Total Development Costs
- $1.4 M Eligible Expenses
- Estimated 50 construction jobs and 160 permanent jobs with $80k median salary

Timeline:

- July 2021 – Design Review Approval
- August 2021 – CCDC Type 2 Designation and construction begins
- Q1 2022 – Project Complete
- 2023 – Full value on tax rolls
- 2024 - 2029 – Reimbursement Period

Fiscal Notes: Type 2 assistance is limited to the lesser of 1) the agreed upon total project Eligible Expenses or, 2) 80% of the project's tax increment value over the reimbursement term (6 years).

The project has estimated Eligible Expenses of $1,405,300 with an estimated $707,203 to be refunded by Idaho Power, resulting in a total reimbursement from CCDC of $698,097. To ensure that expenses refunded by Idaho Power are not additionally reimbursed by CCDC, the Agency will hold reimbursement related to the substation transformer until Idaho Power refunds are complete, which is anticipated to be March 2027. Other expenses will be reimbursed normally, as demonstrated in the table below. Actual reimbursement will be determined by the actual tax increment generated by the project and received by CCDC.

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.

Estimated Reimbursement Payments	Street lights and Distribution Facilities expenses	Substation Facilities expenses not refunded by Idaho Power
1) September 2024	$ 214,833	$ 0
2) September 2025	$ 214,833	$ 0
3) September 2026	$ 85,334	$ 0
4) September 2027	$ 0	$ 183,097
Subtotals	$ 515,000	$ 183,097
Total		**$ 698,097**

Staff Recommendation: Adopt Resolution 1740

Suggested Motion: I move to Adopt Resolution 1740 approving the Type 2 General Assistance Participation Agreement with CPG International LLC and authorizing the Executive Director to execute the agreement.

RESOLUTION NO. 1740

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 CPG INTERNATIONAL LLC FOR SPECIFIED PUBLIC IMPROVEMENTS; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 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, CPG International LLC is a Delaware Limited Liability Company that owns or controls certain real property addressed as 1001 E. Gowen Road, Boise, Idaho, 83716, that it plans to develop as a manufacturing and distribution center, including certain right-of-way public improvements and infrastructure (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 General Assistance Participation Agreement with CPG International LLC whereby CPG International LLC will construct the Project and the Agency will reimburse CPG International LLC for constructing public improvements as specified in the Agreement; and,

WHEREAS, attached hereto as Exhibit A and incorporated herein as if set forth in full is the Type 2 General Assistance Participation Agreement with CPG International LLC; and,

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

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

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

Section 2: That the Type 2 General Assistance Participation Agreement with CPG International LLC, 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 CPG International LLC and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the February 14, 2022, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 14, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on February 14, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Dana Zuckerman, Chair

ATTEST:

BY: _____
Lauren McLean, Secretary

TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

CAPITAL CITY DEVELOPMENT CORPORATION

AND

CPG INTERNATIONAL LLC

TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

THIS TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of Boise City, 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 CPG INTERNATIONAL LLC, a Delaware 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 1001 East Gowen Road, Boise, Idaho (the "Project Site"), which is more accurately described and depicted on attached **Exhibit A**.

C. Participant plans to construct on the Project Site a manufacturing and distribution center reusing existing industrial buildings and including necessary operation and Information Technology systems. 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: upgrade power facilities and infrastructure and install streetlights. (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") 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 Gateway East 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 November 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 November 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. Parties to This Agreement

1. CCDC

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

2. Participant

Participant is CPG INTERNATIONAL LLC, a Limited Liability Company formed in Delaware and registered with the Idaho Secretary of State as a Limited Liability Company. The principal address of Participant is 1330 West Fulton Street Suite #350, Chicago, Illinois, 60607.

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

"Participant," as used herein, includes CPG INTERNATIONAL LLC and any permitted nominee, assignee, or successor in interest as herein provided. Participant qualifies as an "owner participant" or "participant" as those terms are used in the Plan.

C. The Project

The term "Project" as used herein shall mean all the improvements 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 Twenty-Two Million Six Hundred Ninety-Six Thousand Dollars ($22,696,000) for tax year 2021.

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be One Hundred Twenty-Three Million Two Hundred Thirty Thousand Dollars ($123,230,000) (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 July 22, 2021 (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) in the best interest of the public; (c) provide for enhanced development of the Site; and (d) provide a higher quality of development that should assist CCDC in achieving redevelopment of other properties adjacent to the Site and meeting the objectives of the Plan.

D. Construction of Public Improvements

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

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

E. Estimated Eligible Expenses

Participant has estimated the cost of the Public Improvements to be One Million Four Hundred Five Thousand Three Hundred Dollars ($1,405,300) (the "Estimated Eligible Expenses"). Attached hereto as **Exhibit D** is a schedule of Estimated Eligible Expenses. This Estimate of Eligible Expenses shall serve as the Not-to-Exceed amount for CCDC's reimbursement obligation.

F. Determining Actual Costs / Eligible Expenses / Reimbursement Amount

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

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

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

2. Recorded easements with appropriate governing body for public improvements constructed outside of the right of way, 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.

6. A signed and notarized letter from Participant attesting that all materials used for the construction of the Public Improvements have been paid for, that contractors and subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete

whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.

7. 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 which is attached hereto as **Exhibit E**.

The CCDC Reimbursement is paid using actual tax increment revenue generated by the Project and received by CCDC.

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

[1] 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.

CCDC's projected reimbursement timeline follows with the assumed project completion date in Q1 2022:

Term	Assessment	Assessment Type	Taxes Due	Reimbursement Paid
#1	Jan. 2023	Primary Roll	Dec. 2023 & June 2024	Sept. 2024
#2	Jan. 2024	Primary Roll	Dec. 2024 & June 2025	Sept. 2025
#3	Jan. 2025	Primary Roll	Dec. 2025 & June 2026	Sept. 2026
#4	Jan. 2026	Primary Roll	Dec. 2026 & June 2027	Sept. 2027
#5	Jan. 2027	Primary Roll	Dec. 2027 & June 2028	Sept. 2028
#6	Jan. 2028	Primary Roll	Dec. 2028 & June 2029	Sept. 2029

SPECIAL DETAIL REGARDING IDAHO POWER EXPENSES.
Participant is a Schedule 19 Idaho Power Company customer and is eligible to receive refunds based on the Project's actual energy use for the cost of building new substation facilities ("Substation Allowance Refunds"). Participant's substation improvement expenses are estimated to be Eight-Hundred Ninety Thousand Three-Hundred Dollars ($890,300). Idaho Power anticipates issuing Substation Allowance Refunds totaling approximately Seven-Hundred Seven Thousand Two-Hundred Three Dollars ($707,203). Refunds will be paid by Idaho Power to Participant over five (5) years beginning one (1) year following the first month energy is delivered through the new facilities. The portion of these Eligible Expenses not refunded by Idaho Power may be reimbursed by CCDC, which is estimated to be One-Hundred Eighty-Three Thousand Ninety-Seven Dollars ($183,097).

CCDC will not reimburse for Eligible Expenses otherwise paid for by another public entity. To ensure that CCDC is not reimbursing Eligible Expenses refunded by Idaho Power, CCDC will first issue reimbursements for Eligible Expenses not related to the Substation Facilities, including costs for improving Distribution Facilities estimated to be Four Hundred Fourteen Thousand Dollars ($414,000.00), and the installation of streetlights estimated to cost One Hundred One Thousand Dollars ($101,000). Following full reimbursement for those expenses and completion of Idaho Power's issuance of Substation Allowance Refunds, CCDC will issue reimbursements for eligible Substation Facility expenses. CCDC reimbursements for Substation Facility expenses will be calculated as usual each year and held until the above conditions are met.

Annual reimbursement payments will be determined by the actual tax increment the Project generates and the processes described above. For illustration purposes *only,* a

projected reimbursement schedule is shown below. The reimbursements listed are examples or estimates and are in no way guaranteed.

Estimated Share of Eligible Expense Reimbursement (CCDC) / Refunds (Idaho Power)

	CCDC	Idaho Power
Streetlights	$ 101,000	
Distribution Facilities	$ 414,000	
Substation Facilities	$ 183,097	$ 707,203
Total	**$ 698,097**	**$ 707,203**
	Combined Total:	**$ 1,405,300**

Estimated CCDC Annual Reimbursement Amount

Estimated Assessed Project Value*	$ 61,615,000
2021 Assessed Value	($22,696,000)
Subtotal	$ 38,919,000
X Projected Levy Rate (0.0069)	$ 268,541
X 80% (Gateway Reimbursement Rate)	**$ 214,833**

* *The Estimated Assessed Value is 50% of the "Estimated Value" in Section II. C. to account for potential differences in the actual assessment value and variances due to unknown classifications of personal versus real property values of the improvements.*

Estimated CCDC Annual Reimbursements with Example Idaho Power Refunds

Month Reimbursement / Refund Issued (Payment No.)	CCDC: Streetlights & Dist. Facilities Reimbursement	CCDC: Substation Facilities Reimbursement	Example Idaho Power Substation Refunds
March 2023 (1)			$ 51,467
March 2024 (2)			$ 79,038
September 2024 (1)	$ 214,833	$ 0	
March 2025 (3)			$ 152,562
September 2025 (2)	$ 214,833	$ 0	
March 2026 (4)			$ 177,070

September 2026 (3) (CCDC reimbursements for substation held until Idaho Power Refunds are complete)	$ 85,334	$ 0	
March 2027 (5)			$ 247,065
September 2027 (4)	$ 0	$ 183,097	
Totals	**$ 515,000**	**$ 183,097**	**$ 707,203**
CCDC Reimbursements Combined Total		**$ 698,097**	

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 6 annual payments, CCDC <u>will not</u> 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. <u>Subordination of Reimbursement Obligations</u>

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. <u>Indemnification</u>

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 $2,000,000 each occurrence for bodily injury and death and $1,000,000 property damage; with a minimum limit of liability of $1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than $2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC as additional insured.

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

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

4. All insurance provided by Participant under this Agreement shall include a waiver of subrogation by the insurers in favor of CCDC. Participant hereby releases CCDC, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage covered by Participant's insurance or other insured claims arising out of Participant's performance under this Agreement or construction of the Public Improvements.

5. 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 employee or applicant for employment on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, gender expression, disability, age, or genetic information. 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. Use of the Site

Participant agrees and covenants to comply with all other provisions and conditions of the Plan for the period of time the Plan is in force and effect, which for purposes of this Agreement is deemed effective through December 31, 2039.

B. Local, State and Federal Laws

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

C. Taxes

Participant recognizes CCDC has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property and personal property

taxes. Participant also recognizes the ability of CCDC to reimburse Participant for the CCDC Reimbursement is dependent on the ad valorem assessment and timing of collection process as is the CCDC's ability to successfully meet long term financing and payment obligations and to continue doing business.

1. Taxes Generally

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

2. Tax Appeals/ Exemptions

Participant shall not appeal any assessed value or request for property tax exemption for any of the parcels within the site for an assessment of less than the Estimated Value, as described in Section 2.c. Any appeal of the assessed value or request for any property tax exemption for any of the parcels within the site for an assessment in excess of the Estimated Value, shall require CCDC's written authorization. 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 ***actually*** generated from the Site, and in the event insufficient taxes are received by CCDC for any reason, including a reduction of the tax levy rate or assessed values less than assumed by CCDC and Participant or in the event of any tax delinquency by any owner of parcels within the Site or by any tenant related to personal property, the actual tax increment received by CCDC will be reduced, which in turn will result in lower Annual Payments by CCDC to Participant.

V. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

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

mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

B. Legal Actions

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

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

C. Rights and Remedies Are Cumulative

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

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

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

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

B. Conflicts of Interest

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

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

C. Non-Liability of CCDC Officials and Employees

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

D. Successors and Assigns

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

E. Attorney Fees and Costs

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

F. Severability

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

G. Headings

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

H. Counterparts

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

I. Forced Delay; Extension of Times of Performance

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

J. Inspection of Books and Records

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

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

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

K. Promotion of Project

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

L. Anti-Boycott Against Israel Certification

In accordance with Idaho Code § 67-2346, Participant, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

VII. AMENDMENTS TO THIS AGREEMENT; WAIVERS

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

VIII. ENTIRE AGREEMENT

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

Exhibit A – Depiction of Site
Exhibit B – Project Depiction and Renderings

Exhibit C – Public Improvement Plans
Exhibit D – Schedule of Estimated Eligible Expenses
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

CPG INTERNATIONAL LLC ("Participant")
a Delaware Limited Liability Company, by its manager

1/19/22
Date

Manager/Agent Name: Peter Clifford

Title: CFO

Exhibit A: Depiction of Site



Exhibit B: Project Depiction and Renderings

[Exhibit appears on the following page.]



LEGEND:

- ○ = SET 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "8695" UNLESS OTHERWISE SHOWN
- ◊ = FOUND AS SHOWN
- L.S. = LANDSCAPED AREA
- = ACCESSIBLE PARKING SPACE
- E = ELECTRICAL MANHOLE
- S = SANITARY SEWER MANHOLE
- D = STORM SEWER MANHOLE
- DW = DRYWELL
- T = TELEPHONE MANHOLE
- W = WATER MANHOLE
- FC = GAS FILLING CAP
- G = GAS MANHOLE
- = GAS METER
- = GAS VALVE
- = WATER METER
- = WATER VALVE
- = FIRE HYDRANT
- CO = CLEAN OUT
- = CATCH BASIN
- IV = IRRIGATION VALVE
- EBX = ELECTRICAL METER BOX
- = ELECTRICAL TRANSFORMER
- P = POWER VAULT
- FO = FIBER OPTIC VAULT
- = LUMINAIRE
- TR = TELEPHONE RISER
- MW = MONITORING WELL
- = SIGN

SURVEY NOTES:

SEE THE ALTA SURVEY DATED AUGUST 31, 2020 BY HORROCKS ENGINEERS FOR COMPLETE SITE INFORMATION, INCLUDING LEGAL DESCRIPTION. THIS TOPOGRAPHIC MAPPING IS LIMITED TO THE SOUTHERLY UNDEVELOPED PORTION OF THAT PROPERTY.

SEE THE ALTA SURVEY FOR INFORMATION CONCERNING BOUNDARY, RECORDED EASEMENTS AND OTHER DETAILS AND NOTES.

ELEVATIONAL DATUM IS BASED ON NAVD 88 USING A FOUND PK NAIL MARKED WITH AN ELEVATION OF 2958.82, OPUS PROCESSING CONFIRMED THIS TO BE A NAVD 88 ELEVATION. THIS PK NAIL WAS ACCEPTED AS A SITE BENCH MARK. THE SITE BENCH MARK IS LOCATED N5°08'12"E, 1101.82 FEET FROM THE WEST QUARTER CORNER.

AN UNDERGROUND LOCATE REQUEST WAS MADE PRIOR TO THE SURVEY WORK. NO MARKINGS WERE FOUND WITHIN THE TOPOGRAPHIC MAPPING LIMITS.

NOTE:

1. CONTRACTOR TO FIELD VERIFY LOCATIONS OF EXISTNG UTILITIES.

Drawing Copyright © 2020

CHA
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Parsippany, NJ 07054-4506
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THE AZEK COMPANY

THE AZEK COMPANY

1001 E GOWEN ROAD
BOISE, IDAHO 83716

NOT FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR, TO ALTER ANY ITEM ON THIS DRAWING. THE PERSON IN CHARGE OF ANY ALTERATION SHALL ATTACH THE PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR'S SEAL TO ANY DRAWING THAT HAS BEEN ALTERED, THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

PROJECT WESTING

No.	Submittal / Revision	App'd.	By	Date
B	90% PACKAGE 1	MC	LC	06-28-21
A	60% PACKAGE 1	MC	LC	06-16-21

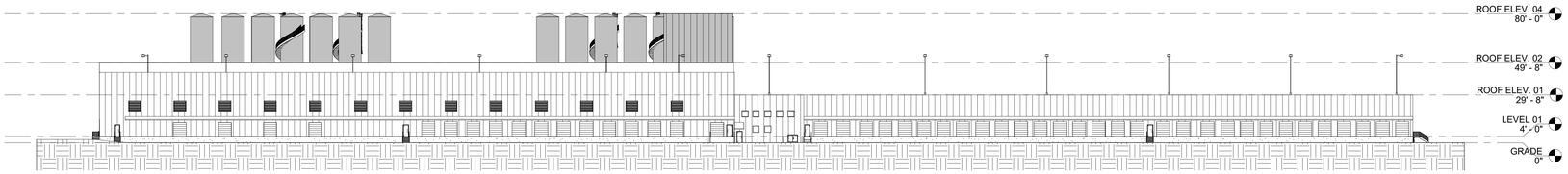
EXISTING CONDITION AND DEMO PLAN

Designed By:	Drawn By:	Checked By:
Issue Date:	Project No: 68001	Scale:

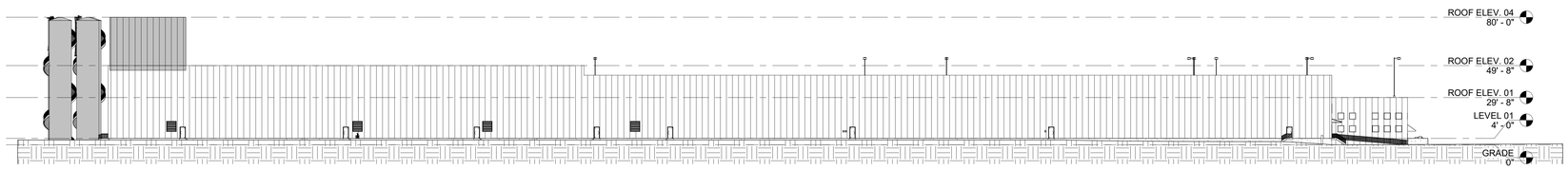
Drawing No.:

C-100

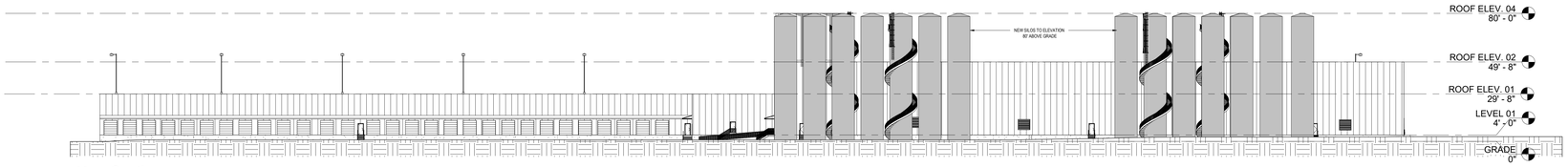
File: V:\PROJECTS\AYV\MS\68001.000\09_DESIGN\DRAWINGS\01_SHEETS\C-100 - 68001.DWG
Saved: 6/25/2021 9:22:46 AM Plotted: 6/25/2021 10:05:31 AM Current User: Zukin, Mike Last Saved By: 5321



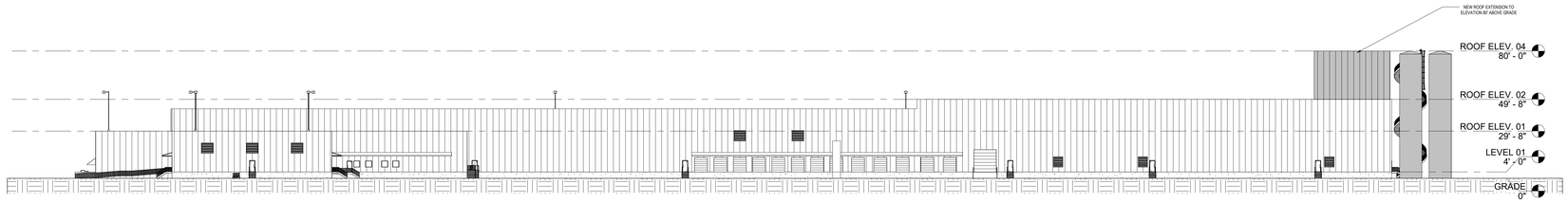
1 North
1/32" = 1'-0"



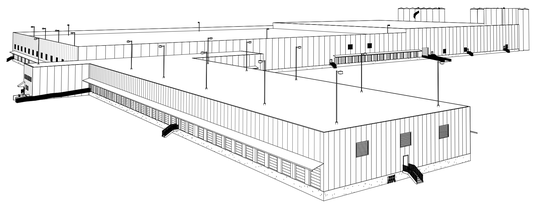
2 East
1/32" = 1'-0"



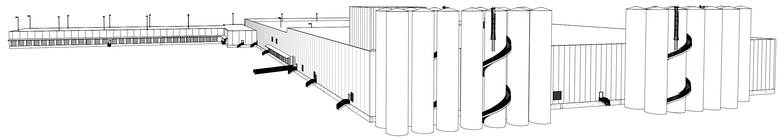
3 South
1/32" = 1'-0"



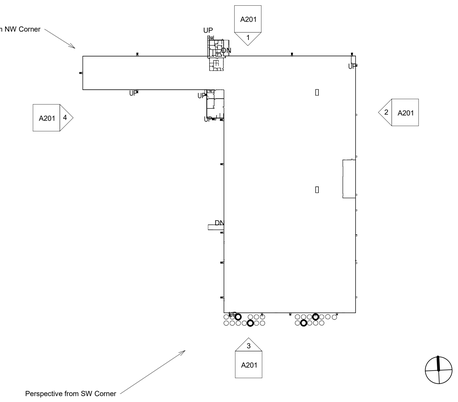
4 West
1/32" = 1'-0"



6 A201 Perspective from North West Corner



7 A201 Perspective from South West Corner



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III Winners Circle, PO Box 5269
Albany, NY 12205-0269
518.453.4500 . www.chacompanies.com

THE AZEK COMPANY

1001 E GOWEN ROAD
BOISE, IDAHO 83716

NOT FOR CONSTRUCTION

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PROJECT WESTING

No.	Submittal / Revision	App'd	By	Date

Elevations

Designed By: Designer	Drawn By: Author	Checked By: Checker
Issue Date: Issue Date	Project No: Project Number	Scale: AS SHOWN

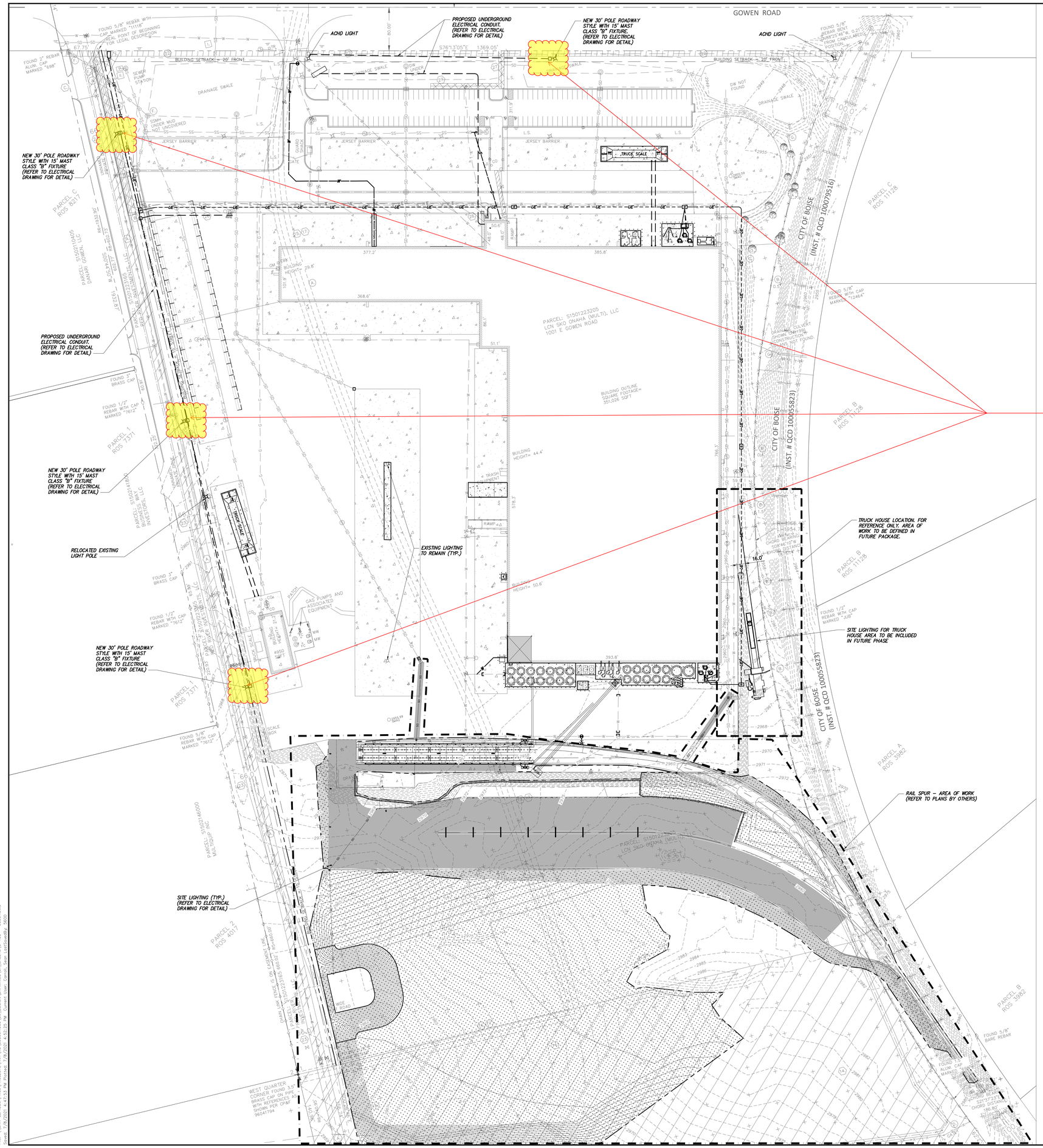
Drawing No:

A201

Central File: Update this text with Central file location
Saved: 3/29/2021 12:20:39 PM Current Local File: C:\Users\5815\Documents\068001.000_R19_VAR - Central_kdelacruz@chacompanies.com.rvt

Exhibit C: Public Improvement Plans

[Exhibit appears on the following page.]



Lights requested by the City of Boise and provided by Azek.

LEGEND:

- = SET 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "8695" UNLESS OTHERWISE SHOWN
- = FOUND AS SHOWN
- L.S. = LANDSCAPED AREA
- = ACCESSIBLE PARKING SPACE
- = ELECTRICAL MANHOLE
- = SANITARY SEWER MANHOLE
- = STORM SEWER MANHOLE
- = DRYWELL
- = TELEPHONE MANHOLE
- = WATER MANHOLE
- = GAS FILLING CAP
- = GAS MANHOLE
- = GAS METER
- = ASPHALT
- = CONCRETE
- = BUILDING
- = OVERHEAD UTILITY LINE
- = UNDERGROUND ELECTRICAL LINE
- = UNDERGROUND GAS LINE
- = SANITARY SEWER LINE
- = STORM SEWER LINE
- = UNDERGROUND TELEPHONE LINE
- = UNDERGROUND CABLE TV LINE
- = WATER LINE
- = GAS VALVE
- = WATER METER
- = WATER VALVE
- = FIRE HYDRANT
- = CLEAN OUT
- = CATCH BASIN
- = IRRIGATION VALVE
- = ELECTRICAL METER BOX
- = ELECTRICAL TRANSFORMER
- = POWER VAULT
- = FIBER OPTIC VAULT
- = LUMINAIRE
- = TELEPHONE RISER
- = MONITORING WELL
- = SIGN
- = BARBED WIRE FENCE LINE
- = CHAIN LINK FENCE LINE
- = GUARD RAIL
- = METAL HAND RAIL
- = ADDITIONAL RIGHT OF WAY
- = CONIFEROUS TREE 1 = 1"–3" 2 = 4"–11" 3 = 12"–23" 4 = 24"–39" 5 = 40"+
- = DECIDUOUS TREE 1 = 1"–3" 2 = 4"–11" 3 = 12"–23" 4 = 24"–39" 5 = 40"+

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THE AZEK COMPANY

THE AZEK COMPANY

1001 E GOWEN ROAD
BOISE, IDAHO 83716

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PROJECT WESTING

No.	Submittal / Revision	App'd.	By	Date
–	PERMIT SET	MC	LC	07–08–21

SITE LIGHTING PLAN

Designed By:	Drawn By:	Checked By:
STC	MZ	CJB
Issue Date:	Project No:	Scale:
07/08/21	68001	

Drawing No.:

C-103

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.

Costs[1]

Distribution Facilities……$414,000
Substation Facilities (total cost - $2,765,000) Project Westing's 32.2% share……..$890,300
Spare Transformer Incremental Cost……..$46,000
TOTAL……$1,350,300

Idaho Power can complete the distribution work described above by July 1, 2021. This would allow Idaho Power to serve the Project with a maximum 5.7MW of available capacity on July 1.

Idaho Power can complete the substation work described above by September 1, 2021. This would allow Idaho Power to serve the Project with a total requested load of 14.428MW.

Timeline

Idaho Power will make every effort to procure materials, complete design, and secure contractors to meet the in-service date of September 1, 2021, realizing this is a fast-track project. Multiple pieces of equipment have typical lead times from 24 to 32 weeks. Idaho Power may not be able to acquire these materials in time to meet the September 1 in-service date as we are relying on vendors and manufacturers to provide this equipment. Idaho Power has assigned a Project Manager to oversee the project and communicate with Project Westing as we receive updates on delivery dates and other information pertinent to the success of this project.

Anticipated Betterment

The anticipated betterment to Idaho Power is based on Idaho Power's near-term need for additional load capacity in Idaho Power's service area near the Project. Idaho Power's anticipated betterment is determined by the remaining transformer capacity (after connections of Project Westing's 14.428MW load) divided by the 44.8 MW net increase of transformer capacity. The remaining transformer capacity, after connection of Project Westing's requested load, is 30.372 MW (which is the difference between 44.8 MW of net increase and Project Westing's 14.428 MW of requested load). Thus, Idaho Power's betterment equals 67.8% (30.372 MW divided by 44.8 MW).

Capacity

Idaho Power does not indefinitely reserve or hold capacity for its customers. Idaho Power makes capacity available to its existing and prospective customers on a "first come, first served" basis. At the completion of upgrades, Idaho Power commits to making 14.428 MW available for use by Project Westing for a period of five (5) years. At the end of the five years, any unused capacity will be available for Idaho Power to serve other customers.

[1]This cost estimate does not include any contingency allowance for distribution facilities and a 10% contingency on substation facilities. This cost estimate includes overheads of 15.18% for distribution facilities and 8.5% for substation facilities. Overhead costs cover the indirect costs associated with the project and may vary from time to time. The cost estimate above also includes a tax gross-up of 19%. Tax gross-up covers Idaho Power's tax liability due to funds received from the customer for the installation of the facilities necessary to serve the requested load. The tax gross-up ensures that this tax liability is not passed on to Idaho Power's general customer base.

IDAHO POWER®
An IDACORP Company

Exhibit A

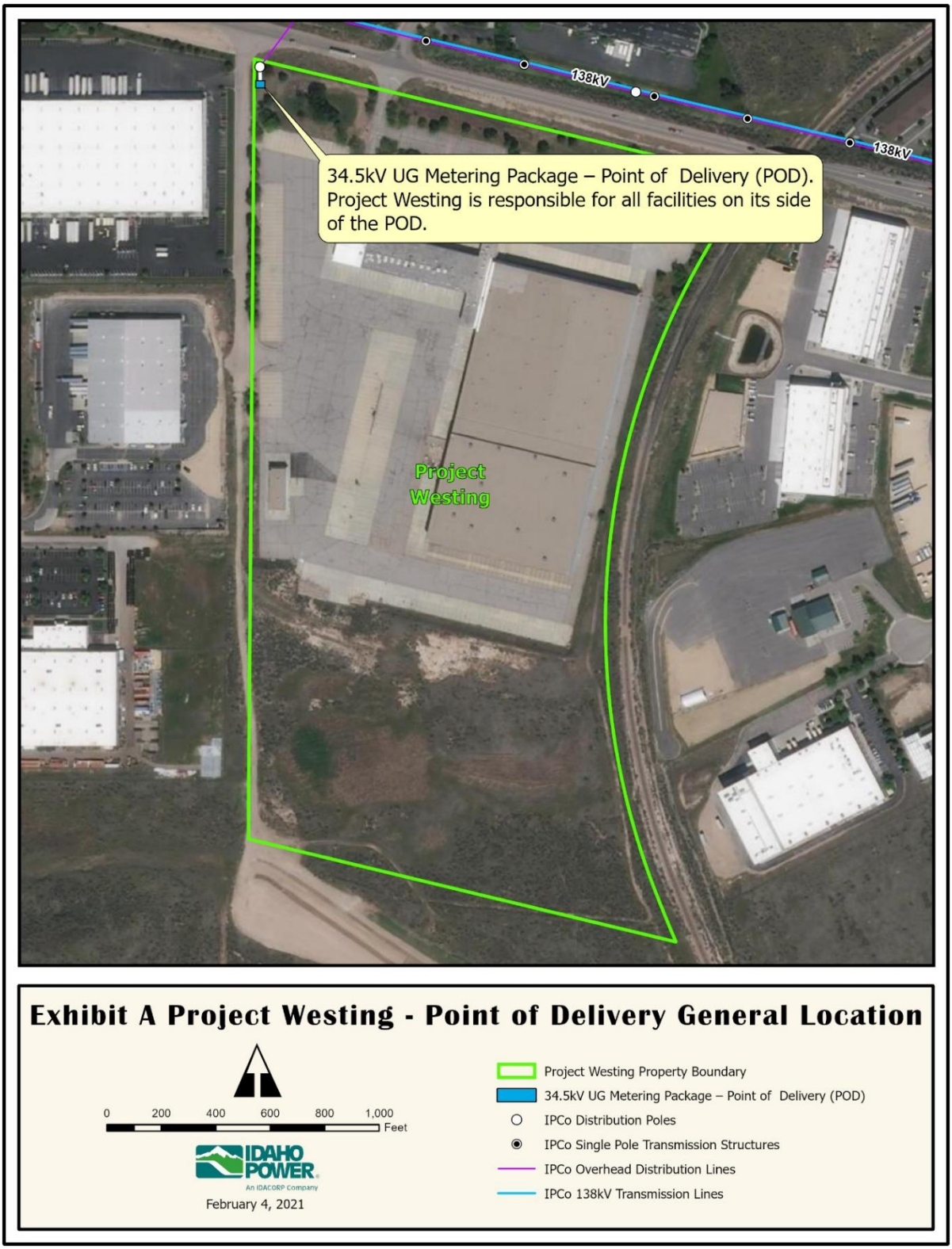

Exhibit A Project Westing - Point of Delivery General Location

0 200 400 600 800 1,000 Feet

IDAHO POWER An IDACORP Company

February 4, 2021

- Project Westing Property Boundary
- 34.5kV UG Metering Package – Point of Delivery (POD)
- IPCo Distribution Poles
- IPCo Single Pole Transmission Structures
- IPCo Overhead Distribution Lines
- IPCo 138kV Transmission Lines

Exhibit D: Schedule of Estimated Eligible Expenses

CCDC Participation Program

Type 2 Eligible Expenses Application Form

Actual Eligible Costs To Be Determined by CCDC

AZEK Boise Manufacturing Facility	*22-Jul-21*	*By: Jason Fuller*

STREETSCAPE: (In right-of-way)

#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
	SITUATIONAL FURNISHINGS:				
19	Street Lights	EA	$ 9,750.00	4	$ 39,000.00
20	Street Light site prep & earthwork	"	$ 12,775.00	4	$ 51,100.00
21	Street Light grounding and circuitry	"	$ 2,725.00	4	$ 10,900.00
	Total Streetscape Costs:				$ 101,000.00

INFRASTRUCTURE & UTILITIES: (In right-of-way)

	UTILITIES:				
25	Power Distribution Facilities	EA	$ 414,000.00	1	$ 414,000.00
26	Power Substation Faciltiies	EA	$ 890,300.00	1	$ 890,300.00
	Total Infrastructure & Utilities Costs:				$ 1,304,300.00

TOTAL ELIGIBLE COSTS: $1,405,300.00

Important Note:

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

Exhibit E: 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 CPG INTERNATIONAL LLC, a Delaware Limited Liability Company ("Participant").

WITNESSETH:

1. CCDC Contribution

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

2. Payment Schedule

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

CCDC shall make a total of 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 2021 tax year assessed value of the Site upon Final Completion of the Project and starting at Occupancy valuation year. The 2021 tax year assessed value of the Site, as determined by the Ada County Assessor is $22,696,000.

Reimbursement for Substation Facilities will be calculated as described below and held until Idaho Power Substation Allowance Refunds are complete, then issued as of the following 30th of September.

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

Second 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

Third Annual Payment – Due on or before September 30, 2026

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 2026

Fourth Annual Payment – Due on or before September 30, 2027
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 2027

Fifth Annual Payment – Due on or before September 30, 2028
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 2028

Sixth Annual Payment – Due on or before September 30, 2029
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 2029

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 six 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 six 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.

AGENCY:
CAPITAL CITY DEVELOPMENT CORPORATION

By: _____
John Brunelle, Executive Director

_____
Date

PARTICIPANT:
CPG INTERNATIONAL LLC

_____
By: Peter Clifford

Its: CFO

1/19/22
Date

AGENDA BILL

Agenda Subject: Resolution 1744 – Approving 951 E Gowen Rd – Red River Logistics and Commerce Centers –Type 2 Participation Agreement with Red River Logistics Center LLC and Red River Commerce Center LLC	**Date:** February 14, 2022
Staff Contact: Alexandra Monjar	**Attachments:** 1) Resolution 1744 2) Type 2 Agreement
Action Requested: Adopt Resolution 1744 approving the Type 2 General Assistance Participation Agreement with Red River Logistics Center LLC and Red River Commerce Center LLC and authorizing the Executive Director to execute the agreement.	

Background: Red River Logistics and Commerce Centers will consist of nearly 1.3 million square feet of speculative Class A industrial space designed to accommodate a wide range of uses in the Gateway East District. The project contemplates concurrent development on two sites, one addressed at 951 E Gowen Road (the "Logistics Center") and one which will be on ~26 acres of the site currently addressed as 7031 S Eisenman Road (the "Commerce Center"). Red River Logistics Center LLC and Red River Commerce Center LLC are special purpose entities created to develop these sites under the overall project from Flint Development, a commercial real estate firm based in Kansas City specializing in industrial and commercial development across the US.

The CCDC Board designated this project for Type 2 General Assistance on January 18, 2022. Flint Development requested assistance for an estimated $4,239,124 of eligible expense to construct significant public improvements. The majority public improvement expenses are for the extension of Production Street, which includes building out utility infrastructure and streetscapes with a 12' detached multi-use pathway along with road construction and a bridge over Five Mile Creek. This extension was identified as an infrastructure project in the Gateway East Plan for the district's 2nd Quarter and will provide connectivity to parcels previously inaccessible by public right of way, and add to the feasibility of future development in the area.

The Logistics Center received Design Review approval in January and the developer anticipates obtaining Design Review approval for the Commerce Center on February 9th. Flint Development plans to begin construction in March of this year and complete construction in May 2023. CCDC's reimbursement period would run from 2025 to 2030 and is a critical component for the project's financing.

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 promotes CCDC and City objectives to diversify and grow Boise's economy by promoting industrial development in Gateway East. To the Agency's knowledge, the developer has not applied for incentive programs incompatible with Type 2 assistance.

Project Summary:

- 951 E Gowen Rd & 7031 S Eisenman Rd
- 120 acres
- ~1.3M SF Class A industrial space
- ~$142.6M Total Development Costs
- ~$4M Estimated Eligible Expenses
- 486 estimated construction jobs
- 640 estimated permanent jobs with estimated $45,000 median salary

Timeline:

- Jan 2022 – DR Approval for Logistics
- Jan 2022 – CCDC Type 2 Designation
- Feb 2022 – DR Approval for Commerce
- Feb 2022 – Type 2 Agreement Approval
- Mar 2022 – Construction begins
- May 2023 – Project Complete
- 2024 – Full value on tax rolls
- 2025- 2030 –Reimbursement Period

Fiscal Notes: Type 2 assistance is limited to the lesser of: 1) the agreed upon total project Eligible Expenses or, 2) 80% of the project's tax increment value over the qualified reimbursement term (6 years). Total reimbursement will not exceed the actual public improvement expenses as verified by CCDC at completion of the project.

The project has estimated Eligible Expenses of $4,239,124. Based on the Participation Program's tax increment generation equation and depending on levy rates, CCDC anticipates being able to reimburse $3.6 million to $4.2 million of these expense over 6 years. The actual reimbursement will be determined by the actual tax increment generated by the project and received by CCDC. Assuming the project is complete per its schedule in May 2023, the developer will begin receiving reimbursements in 2025.

Reimbursement of no more than $105,000 will be paid to Red River Commerce Center LLC. Remaining reimbursements will be paid to Red River Logistics Center LLC. Upon approval of an Agreement, staff will include the project in the next Five-Year Capital Improvements Plan amendment for Gateway East.

Estimated Reimbursement Payments		
1) September 2025	$	720,966
2) September 2026	$	720,966
3) September 2027	$	720,966
4) September 2028	$	720,966
5) September 2029	$	720,966
6) September 2030	$	634,294
Total	**$**	**4,239,124**

Staff Recommendation: Adopt Resolution 1744

Suggested Motion: I move to Adopt Resolution 1744 approving the Type 2 General Assistance Participation Agreement with Red River Logistics Center LLC and Red River Commerce Center LLC and authorizing the Executive Director to execute the agreement.

RESOLUTION NO. 1744

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 RED RIVER LOGISTICS CENTER LLC AND RED RIVER COMMERCE CENTER LLC FOR SPECIFIED PUBLIC IMPROVEMENTS; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 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, Red River Logistics Center LLC and Red River Commerce Center LLC are Delaware Limited Liability Companies that will own or control certain real property addressed as 951 E. Gowen Road, Boise, Idaho, 83716, and 7031 S. Eisenman Road, Boise, Idaho, 83716, respectively, and planned for development to include certain right-of-way construction and dedication, extension of public utilities, and construction of public infrastructure (the "Project"), all of which to be 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, at its January 18, 2022, meeting, the CCDC Board of Commissioners designated the Project as eligible to utilize the Type 2 General Assistance Participation Program and directed Agency to negotiate a final Type 2 agreement with Red River Logistics Center LLC and Red River Commerce Center LLC for future Board approval; and,

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 2 General Assistance Participation Agreement with Red River Logistics Center LLC and Red River Commerce Center LLC whereby Red River Logistics Center LLC and Red River

Commerce Center LLC will construct the Project and the Agency will reimburse Red River Logistics Center LLC and Red River Commerce Center LLC for constructing public improvements as specified in the Agreement; and,

WHEREAS, attached hereto as Exhibit A and incorporated herein as if set forth in full is the Type 2 General Assistance Participation Agreement with Red River Logistics Center LLC and Red River Commerce Center LLC; and,

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

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

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

Section 2: That the Type 2 General Assistance Participation Agreement with Red River Logistics Center LLC and Red River Commerce Center LLC, 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 Red River Logistics Center LLC and Red River Commerce Center LLC and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the February 14, 2022, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 14, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on February 14, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Dana Zuckerman, Chair

ATTEST:

BY: _____
Lauren McLean, Secretary

TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

CAPITAL CITY DEVELOPMENT CORPORATION

AND

RED RIVER LOGISTICS CENTER LLC AND RED RIVER COMMERCE CENTER LLC

TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

THIS TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of Boise City, Idaho, 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 Red River Logistics Center LLC, a Delaware limited liability company and Red River Commerce Center LLC, a Delaware limited liability company (both entities collectively the "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 in Boise, Idaho addressed as 951 East Gowen Road and 7031 South Eisenman Road (the "Project Site"), which are more accurately described and depicted on attached **Exhibit A**.

C. Participant plans to construct on the Project Site approximately 1.28 million square feet of speculative Class A industrial space and associated site improvements (collectively, the "Project"). The Project is visually 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: improve and expand Production

Street and dedicate the right of way to the public; extend a water main, underground power and fiber conduit; construct a detached multi-use pathway with landscaping; install streetlights; perform necessary streetscape improvements on Eisenman Road; and associated improvements as described in **Exhibit D** and **Exhibit E** (collectively, the "Public Improvements"). The Public Improvements are visually 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 the 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 Public Improvements, the cost estimates for which ("Estimated Eligible Expenses") are attached on **Exhibit D and Exhibit E**.

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 December 1, 2023. 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 December 1, 2023, construction completion deadline may be granted upon written approval by CCDC.

"Completion" shall mean that Participant has completed the Public Improvements and received a temporary or final Certificate of Occupancy from the City of Boise ("City").

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement

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

CCDC's authority under the Act and the Plan and is intended to constitute an expenditure of CCDC funds for a public purpose and not be deemed a gift or donation of public funds.

B. Parties to This Agreement

1. CCDC

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

2. Participant

Participant is collectively Red River Logistics Center LLC, a Delaware limited liability company, and Red River Commerce Center LLC, a Delaware limited liability company. Both companies are registered with the Idaho Secretary of State as Foreign Limited Liability Companies. The principal address of Participant is 3515 West 75th St., Suite 103, Prairie Village, Kansas 66208.

The registered agent for Red River Logistics Center LLC, and Red River Commerce Center LLC is Corporation Service Company, 1303 12th Avenue Road, Nampa, Idaho 83686.

"Participant," as used herein, includes Red River Logistics Center LLC, and Red River Commerce Center LLC, and any permitted nominee, assignee, or successor in interest as herein provided. Participant qualifies as an "owner participant" or "participant" as those terms are used in the Plan.

C. The Project

The term "Project" as used herein shall mean the project constructed by Participant upon the Site, as depicted in Exhibit B. The Site consists of two legal parcels with two separate addresses: 951 East Gowen Road and 7031 South Eisenman Road. If the Site is further subdivided as part of the permitting and approvals for the Project, and the City assigns a different address (or addresses) to the Site in connection therewith, Participant shall promptly notify CCDC of the same.

951 East Gowen Road (Parcel No. S1501336300): The current total assessed value, as determined by the Ada County Assessor, is Five Thousand Six Hundred Dollars ($5,600) for tax year 2021.

7031 South Eisenman Road (Parcel No. R3220250302): The current total assessed value, as determined by the Ada County Assessor, is Fourteen Million One Hundred Forty-Six Thousand Nine Hundred Dollars ($14,146,900). The current total assessed land value is Two Million Eight Hundred Seventy-Six Thousand Four Hundred Dollars ($2,876,400), or Seventy-One Thousand Eight Hundred Seventy-Nine Dollars ($71,879) per acre. A portion of 7031 South Eisenman Road is undeveloped. Participant plans to purchase only the undeveloped 28.63 acres of 7031 South Eisenman Road. Based on the tax year 2021

assessments, the total assessed value of the undeveloped 28.63 acres can be estimated to be Two Million Fifty-Seven Thousand Six Hundred Thirty-Six Dollars ($2,057,636).

For illustration purposes within this Agreement only, the current total assessed value of the Site can therefore be estimated to be Two Million Sixty-Three Thousand Two Hundred Thirty-Six Dollars ($2,063,236) for tax year 2021. This estimate will be used within this Agreement for illustration purposes only (the "Estimated Current Assessed Value").

Promptly upon closing on the acquisition of the Site, but no later than July 1, 2022, Participant shall provide CCDC with verifiable information establishing the actual acreage comprising the portion of 7031 South Eisenman Road purchased by Participant to be developed as part of Project. This actual acreage multiplied by $71,879 and then added to $5,600 (the "Base Assessed Value") will be used to determine the actual reimbursement upon completion of Project and according to the terms of this Agreement.

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be One Hundred Three Million One Hundred Sixty Thousand Two Hundred Dollars ($103,160,200) (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 of 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 this Agreement and the application submitted to CCDC on December 29, 2021 (the "Application"), CCDC reserves the right to re-evaluate the Project which could impact the reimbursement. Depending on the changes made by Participant to the Project, CCDC may find the Project is no longer eligible for assistance under the Participation Program.

III. IMPROVEMENT OF THE SITE AND CCDC'S PARTICIPATION

A. Cost of Construction

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

B. CCDC, City, and Other Governmental Entity Permits

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

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

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

C. Public Improvements

"Public Improvements" shall mean those improvements eligible for reimbursement under the Gateway East Participation Program and agreed to for funding by CCDC pursuant to this Agreement. The Public Improvements are depicted in **Exhibit C** and described by line item in **Exhibit D** and **Exhibit E**.

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

D. Construction of Public Improvements

Participant will construct the public improvements as shown in Exhibit C and as approved by the City of Boise, ACHD, and other authorities having jurisdiction. Upon CCDC's request, CCDC shall have the right and the opportunity to review Participant's construction plans, budgets, and bids for the Public Improvements (collectively the "Public Improvement Construction Documents"). Participant will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Public Improvements are constructed consistent with the Public Improvement Construction Documents and are undertaken in a commercially 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 Four Million Two Hundred Thirty-Nine Thousand One Hundred Twenty-Four Dollars ($4,239,124) (the "Estimated Eligible Expenses"). Attached hereto are schedules of Estimated Eligible Expenses related to the site at 951 East Gowen Road, totaling Four Million One Hundred Thirty-Four Thousand One Hundred Twenty-Four Dollars ($4,134,124) (as **Exhibit D**), and 7031 South Eisenman Road, totaling One Hundred Five Thousand Dollars ($105,000) (as **Exhibit E**). Accordingly, $4,134,124 and $105,000 shall serve as the Not-to-Exceed

amounts for CCDC's reimbursement obligation to Red River Logistics Center LLC and Red River Commerce Center LLC, respectively, and described in more detail in Section G of this Agreement.

F. Determining Actual Costs / Eligible Expenses / Reimbursement Amount

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

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 in full and shall include:

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

2. Recorded easements or dedication of right of way with appropriate governing body for public improvements constructed outside of the right of way.

3. Schedule of Actual Eligible Expenses 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 Actual Eligible Expenses").

4. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of Eligible Expense item (e.g. concrete, pavers, benches, street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Public Improvements relative to the amount used for the Project.

5. Explanation of any significant deviation between the initial cost estimates in **Exhibit D and Exhibit E** and the actual costs in the Cost Documentation as requested by CCDC.

6. A signed and notarized letter from Participant attesting that all materials used for the construction of the Public Improvements have been paid for, that all contractors and all levels of subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.

7. Additional documentation or clarifications such as copies of lien waivers may be required and requested by CCDC.

8. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way or easement area.

CCDC shall have thirty (30) days to review the Cost Documentation supplied by Participant and confirm Participant's performance of its obligations under this Agreement. During this 30-day period, CCDC shall review the Cost Documentation in order to: (1) verify the costs were incurred in constructing the Public Improvements; (2) verify the costs incurred are commercially reasonable; and (3) verify Participant has paid all contractors, all levels of 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 Eligible Expenses"), CCDC shall notify Participant of the amount CCDC will reimburse Participant for the Public Improvements (the "CCDC Reimbursement").

G. Reimbursement Schedule

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

The CCDC Reimbursement is paid using actual tax increment revenue generated by the Project and received by CCDC. The Reimbursement shall be paid upon completion of the Project.

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

An anticipated timeline for this Project appears on the following page.

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

Period	Project Completion	Primary Roll Assessment	Taxes Due	Reimburse-ment Paid
#1	May 2023	Jan. 2024	Dec. 2024 & June 2025	Sept. 2025
#2	NA	Jan. 2025	Dec. 2025 & June 2026	Sept. 2026
#3	NA	Jan. 2026	Dec. 2026 & June 2027	Sept. 2027
#4	NA	Jan. 2027	Dec. 2027 & June 2028	Sept. 2028
#5	NA	Jan. 2028	Dec. 2028 & June 2029	Sept. 2029
#6	NA	Jan. 2029	Dec. 2029 & June 2030	Sept. 2030

The annual reimbursement payment will be determined by the actual tax increment the Project generates above the Base Assessed Value determined pursuant to Section II(C). For illustration purposes *only,* the Annual Payment Schedule is estimated below. This is an estimate and is in no way guaranteed.

Estimated Assessed Value*	$82,528,160
Estimated Current Assessed Value	$2,063,236
Subtotal	$80,464,924
X Levy Rate (0.0112)	$901,207
X 80% (Reimbursement Rate)	$720,966

* *The Estimated Assessed Value is 80% of the "Estimated Value" in Section II. C. to account for potential differences in the assessment.*

Estimated Reimbursement Payments

To:	**Logistics Center LLC**	**Commerce Center LLC**
1) September 2025	$ 615,966	$ 105,000
2) September 2026	$ 720,966	
3) September 2027	$ 720,966	
4) September 2028	$ 720,966	
5) September 2029	$ 720,966	
6) September 2030	$ 634,294	
Total per LLC	**$ 4,134,124**	**$ 105,000**
Project Total		**$ 4,239,124**

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 Actual Eligible Expenses are not fully reimbursed by the six annual payments, CCDC <u>will not</u> be obligated to make any additional payments.**

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

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

H. CCDC Reimbursement Assignable

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

I. Subordination of Reimbursement Obligations

The Parties agree this Agreement does not provide Participant with a security interest in any CCDC revenues for the Gateway East 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, defend, and hold CCDC and its officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as "Claim"), which may be imposed upon or incurred by or asserted against CCDC or its officers, agents, and employees relating to the construction or design of the Public Improvements or otherwise arising out of Participant's negligent or tortious actions or inactions.

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

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

K. Insurance

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

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

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

3. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of $1,000,000 per occurrence. This policy shall be endorsed to name CCDC, including (if commercially reasonable and with sufficient information provided by CCDC) 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 and 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. Public improvements maintained by the property owner must be maintained at an equivalent standard as those improvements in the right-of-way. CCDC or City may enforce maintenance standards as needed.

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

A. Use of the Site

Participant agrees and covenants to comply with all other provisions and conditions of the Plan for the period of time the Plan is in force and effect, which for purposes of this Agreement is deemed effective through December 31, 2039.

B. Local, State and Federal Laws

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

C. Anti-Boycott Against Israel Certification

In accordance with Idaho Code § 67-2346, Participant, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

D. Taxes

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

1. Taxes Generally

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

2. Tax Appeals/ Exemptions

Participant shall not appeal any assessed value or request for property tax exemption for any of the parcels within the site for an assessment of less than the Estimated Value, as described in Section 2.c. Any appeal of the assessed value or request for any property tax exemption for any of the parcels within the site for an assessment in excess of the Estimated Value, shall require CCDC's written authorization. The foregoing shall include but is not limited to an exemption or reduction under Idaho Code Section 63-602NN or Idaho Code Section 63-606A, for property taxes assessed for any property tax year up to and including property tax year 2030. The property tax year runs from January 1st to December 31st.

3. Delinquent or Reduced Taxes

Participant expressly acknowledges and understands that the CCDC Reimbursement is linked to the tax increment revenue ***actually*** generated from the Site, and in the event insufficient taxes are received by CCDC for any reason, including a reduction of the tax levy rate or assessed values less than assumed by CCDC and Participant or in the event of any tax delinquency 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, with a copy to Polsinelli PC, Attn: Kevin Lee, 900 W 48th Place, Suite 900, Kansas City, Missouri 64112. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

B. Conflicts of Interest

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

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

C. Non-Liability of CCDC Officials and Employees

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

D. Successors and Assigns

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

E. Attorney Fees and Costs

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

therein by the prevailing Party, and such may be included to the judgment entered in such action.

F. Severability

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

G. Headings

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

H. Counterparts

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

I. Forced Delay; Extension of Times of Performance

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

J. Inspection of Books and Records

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

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

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

K. Promotion of Project

Participant agrees CCDC may in coordination with Participant 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 and coordinated with Participant.

VII. AMENDMENTS TO THIS AGREEMENT; WAIVERS

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

VIII. ENTIRE AGREEMENT

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

Exhibit A – Project Site
Exhibit B – Project Depiction
Exhibit C – Public Improvement Plans
Exhibit D – Schedule of Estimated Eligible Expenses for 951 East Gowen Road
Exhibit E – Schedule of Estimated Eligible Expenses for 7031 South Eisenman Road
Exhibit F – Confirmation of Reimbursement (Draft)

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

End of Type 2 Participation Agreement | Signatures appear on following page.

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

Capital City Development Corporation ("CCDC")

Date

By: John Brunelle
Its: Executive Director

RED RIVER LOGISTICS CENTER LLC ("Participant")
By: Red River Logistics Center Manager LLC
Its: Manager

2/7/22
Date

By: Devin Schuster
Its: Manager

RED RIVER COMMERCE CENTER LLC ("Participant")
By: Red River Commerce Center Manager LLC
Its: Manager

2/7/22
Date

By: Devin Schuster
Its: Manager

Budget Info / For Office Use	
Fund/District	306
Account	
Activity Code	
PO #	
Contract Term	September 2030

Exhibit A
Depiction of Project
Site (Page 1 of 3)



Note: Parcel S1501223165 is the narrow rectangular parcel connected to Gowen Road and which will be dedicated to ACHD as Production Street. It is not included in the Current Assessed Value referenced in this Agreement.

EXHIBIT A

A parcel located in the West Half of Section 1, Township 2 North, Range 2 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the Northwest corner of said Section 1 from which a brass cap monument marking the Southwest corner of the Northwest Quarter of said Section 1 bears
South 0°44'40" West a distance of 2673.38 feet; thence
South 0°44'40" West along the Westerly boundary of said Section 1 a distance of 740.48 feet to a 1-inch diameter aluminum cap on the Southerly right of way of Gowen Road and the POINT OF BEGINNING: thence leaving said Westerly boundary
South 76°13'11" East along said Southerly right of way a distance of 67.75 feet to a 5/8-inch diameter iron pin; thence leaving said Southerly right of way
South 0°44'40" West along a line 66 feet East of and parallel to the Westerly boundary of said Section 1 a distance of 1917.14 feet to a 5/8-inch diameter iron pin; thence continuing along said line
South 0°26'52" West a distance of 156.74 feet to a 5/8-inch diameter iron pin; thence leaving said line
South 76°13'47" East a distance of 1172.73 feet to a 5/8-inch diameter iron pin on the Westerly right of way of the Union Pacific Railroad; thence along said Westerly right of way a distance of 57.24 feet along the arc of a 3879.71 foot radius non-tangent curve left, said curve having a central angle of 0°50'43"and a long chord bearing
South 23°30'23" East a distance of 57.23 feet to a 1 1/2-inch diameter aluminum cap; thence continuing along said Westerly right of way
South 23°19'20" East a distance of 2022.22 feet to a 1 1/2-inch diameter aluminum cap; thence continuing along said Westerly right of way a distance of 2363.89 feet along the arc of a 3770.41 foot radius curve right, said curve having a central angle of 3°35'59"and a long chord bearing
South 22°06'36" East a distance of 236.85 feet to a 1 1/2-inch diameter aluminum cap; thence continuing along said Westerly right of way a distance of 103.60 feet along the arc of a 1860.08 foot radius curve right, said curve having a central angle of 3°11'29"and a long chord bearing
South 18°01'41" East a distance of 103.59 feet to a 1 1/2-inch diameter aluminum cap on the Southerly boundary of said Section 1; thence leaving said Westerly right of way
North 89°45'36" West along the Southerly boundary of said Section 1 a distance of 2169.20 feet to a brass cap monument marking the Southwest corner of said Section 1; thence
North 0°26'52" East along the Westerly boundary of said Section 1 a distance of 2654.66 feet to a brass cap monument marking the Southwest corner of the Northwest Quarter of said Section 1; thence continuing along said Westerly boundary
North 0°44'40" East a distance of 1932.90 feet the POINT OF BEGINNING.

EXHIBIT A

Description of the Premises

(A PORTION OF*)

Lots 9, 10, 11 and 12, in Block 3 of Gowen Business Park Subdivision No. 3, according to the Official Plat thereof, filed in Book 68 of Plats at Pages 6973-6974, records of Ada County, Idaho.

Now known as Parcel A per the Record of Survey for a Parcel Consolidation: Gerber Products Company, Record of Survey No. 9251, recorded on July 24, 2012, as Instrument No. 112073217

*Legal description to be confirmed upon completion of the subdivision.

Exhibit B
Project Depiction and Renderings - Red River Logistics Center
(Page 1 of 2)



SW 7063 - Nebulous White | SW 7064 - Passive | SW 7067 - Cityscape

Flint Development | Boise, ID | 10.04.2021

RED RIVER LOGISTICS

FLINT DEVELOPMENT | davidson ARCHITECTURE+ENGINEERING



SW 7063 - Nebulous White | SW 7064 - Passive | SW 7067 - Cityscape

Flint Development | Boise, ID | 09.16.2021

RED RIVER LOGISTICS

FLINT DEVELOPMENT | davidson ARCHITECTURE+ENGINEERING

Exhibit B

Project Depiction and Renderings - Red River Commerce Center
(Page 2 of 2)





Exhibit C
Public Improvement Plans and Renderings

[Exhibit appears on the following 19 pages.]

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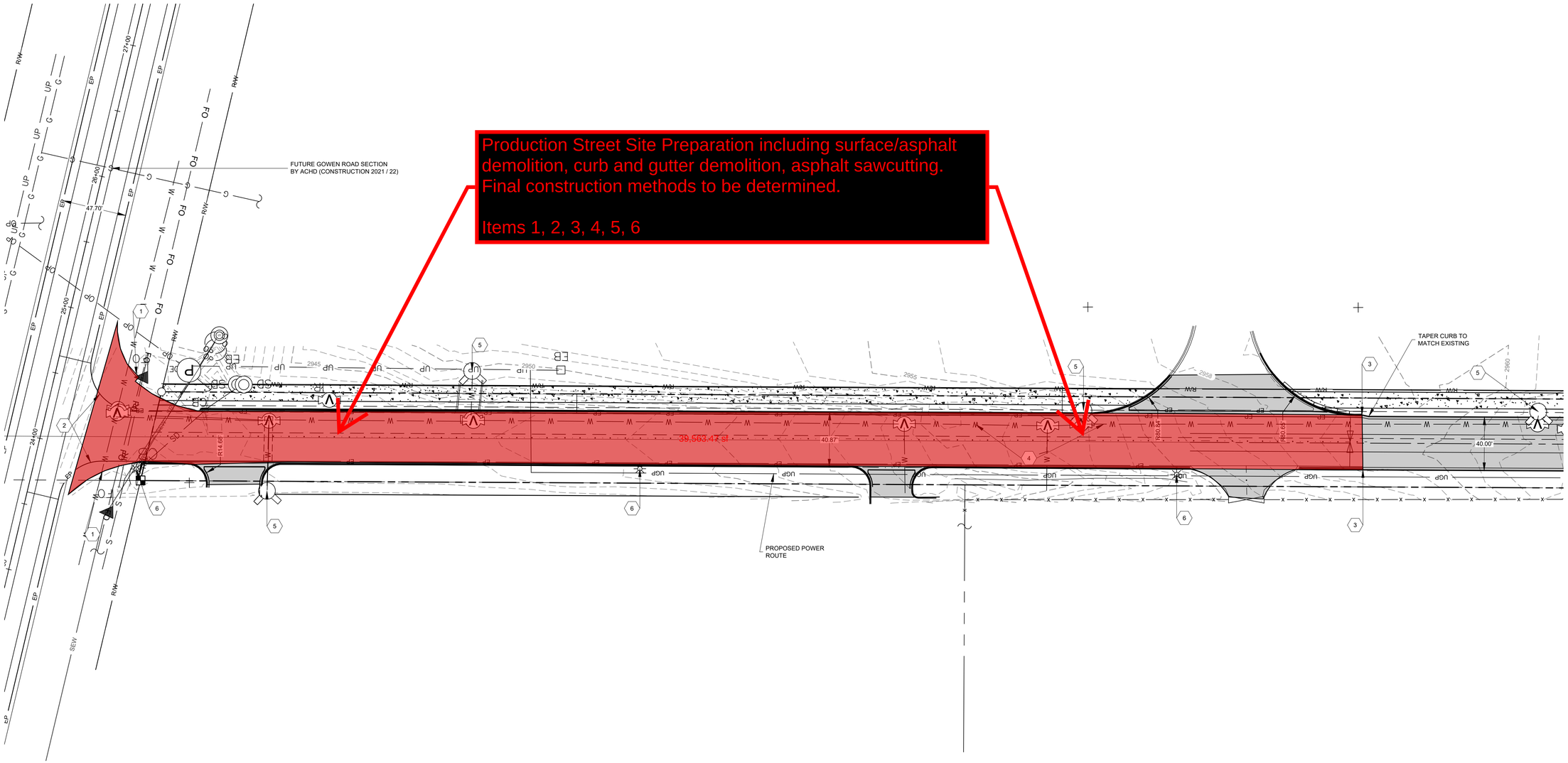

KEYNOTES:

1. EXISTING EDGE OF PAVEMENT
2. PROPOSED EDGE OF PAVEMENT BY OTHERS
3. TIE IN PROPOSED CURB AND GUTTER WITH EXISTING CURB
4. EXISTING WATER MAIN
5. EXISTING HYDRANT
6. PROPOSED PRODUCTION DRIVE STREET LIGHT (SEE LIGHTING PLAN)

PRELIMINARY

FOR DESIGN REVIEW

BORDER SIZE	22"x34"
DESIGNED	EAW
DRAWN	EAW
CHECKED	DNS
APPROVED	DNS

REVISIONS

NO.	DESCRIPTION	DATE
1	REMOVED SMALLER BUILDING	11/23/21
2	REVISED PER CITY COMMENTS	12/15/21

T-O ENGINEERS
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642
PHONE: (208) 323-2288 WWW.TO-ENGINEERS.COM
BOISE ♦ COEUR D'ALENE ♦ HEBER CITY
MERIDIAN ♦ NAMPA ♦ SPOKANE

PRELIMINARY CONCEPT PLAN FOR:

RED RRIVER LOGISTICS

SITE PLAN

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: January 4, 2022
PROJECT: 210488
SHEET: C9.00

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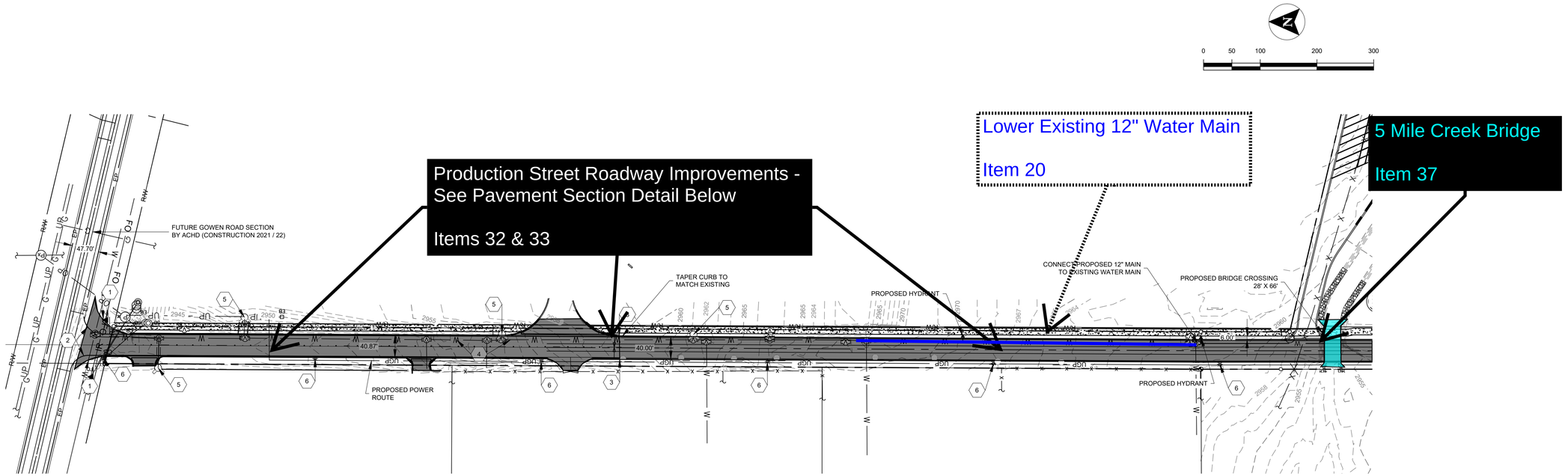

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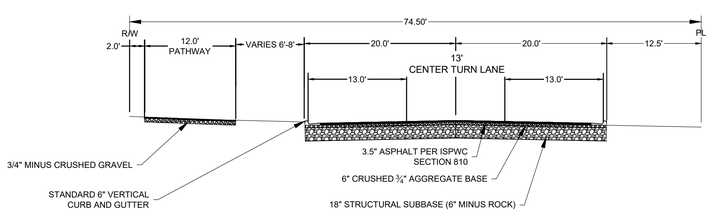
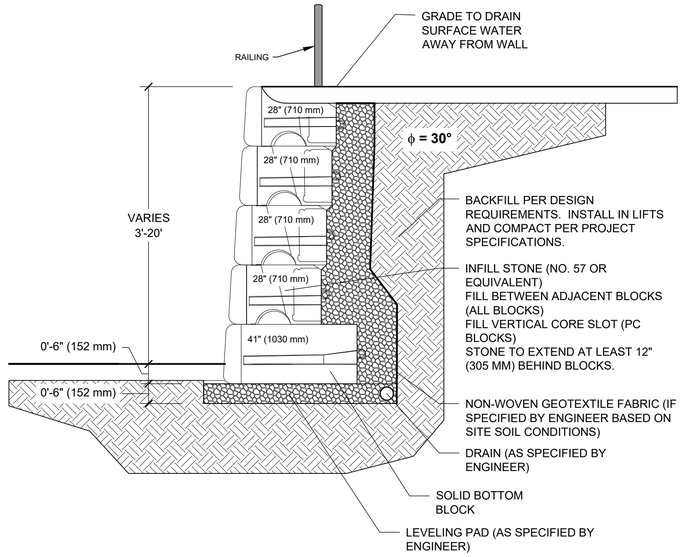


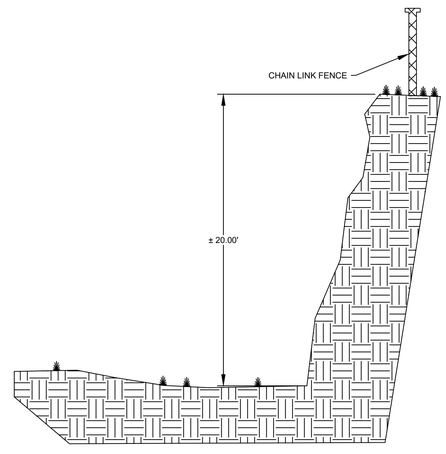
PRODUCTION STREET
ACHD INDUSTRIAL ROADWAY SECTION
40' BOC - BOC
SCALE: NTS

NOTES

1. PAVEMENT SECTION PER ATLAS GEOTECHNICAL REPORT ADDENDUM #1 DATED JANUARY 3, 2022 (NO. B212494G)



TYPICAL REDI-ROCK WALL SECTION
SITE RETAINING WALLS 5' - 20'
SCALE: NTS



TYPICAL ROCK FACE WALL SECTION
SCALE: NTS

PRELIMINARY

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SHEET:	C2.00

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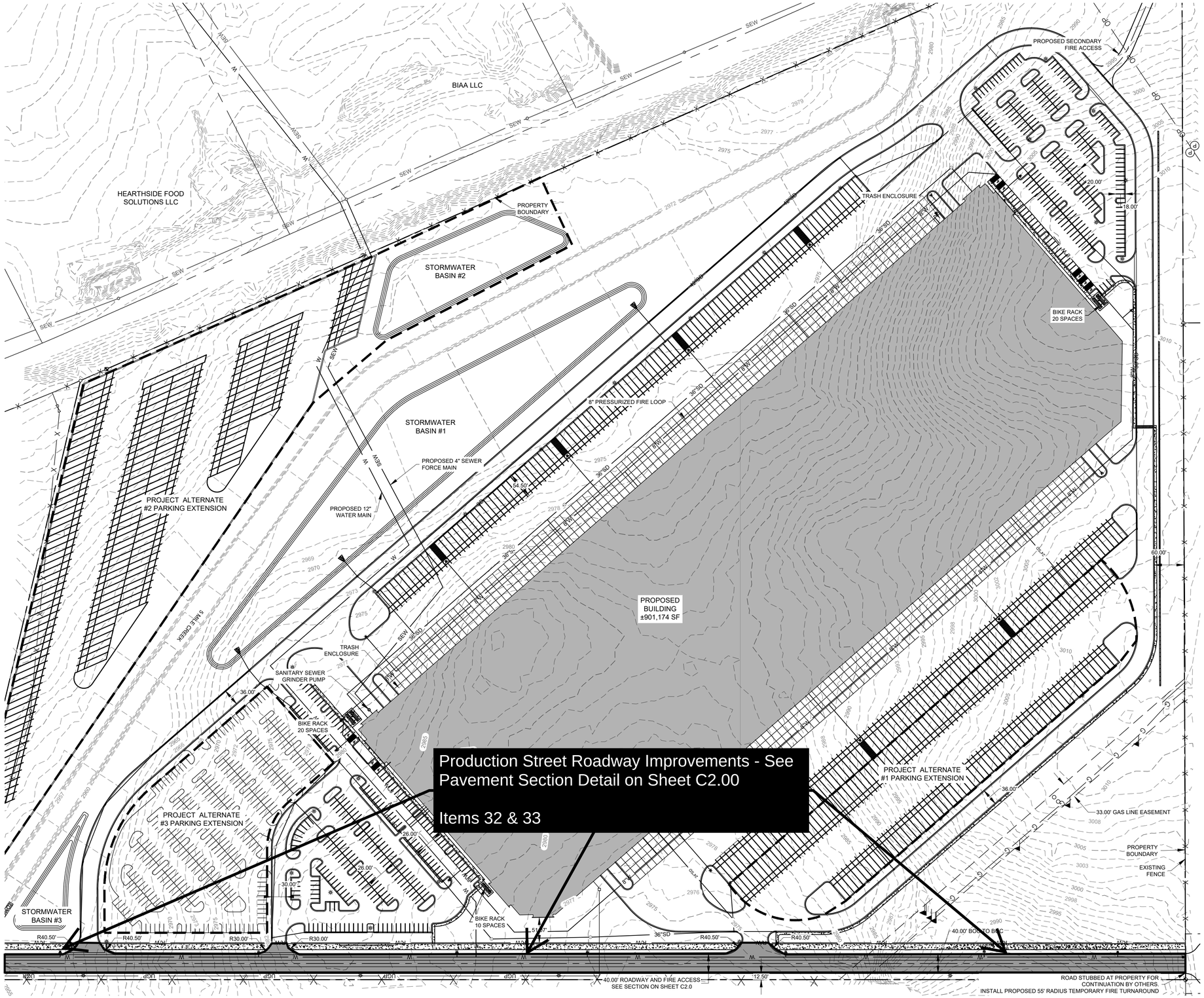

0 50 100 200 300

DEVELOPMENT SUMMARY

BUILDING ACRES	
BUILDING FOOTPRINT AREA	901,174 SF
PAVING	
SITE PAVEMENT	± 875,000 SF
INDUSTRIAL ACCESS ROADWAY	± 157,340 SF
ALTERNATE PARKING EXTENSION 1	± 189,325 SF
ALTERNATE PARKING EXTENSION 2	± 335,110 SF
ALTERNATE PARKING EXTENSION 3	± 161,490 SF
PERSONAL VEHICLE PARKING TOTAL	465
PERSONAL VEHICLE	456
ACCESSIBLE SPACES	9
ALTERNATE PARKING EXTENSION 3	330
SEMI TRUCK AND TRAILER PARKING	
SEMI TRUCK AND TRAILER PARKING	362
ALTERNATE PARKING EXTENSION 1	144
ALTERNATE PARKING EXTENSION 2	172
ZONE	M-2D/DA
SETBACKS	
FRONT	20'
SIDE STREET	15'
SIDE	0'
REAR	0'
BICYCLE SPACES	50

SITE DATA

DEVELOPER AND PLANNER
RED RIVER LOGISTICS CENTER, LLC
CONTACT: DEVIN SCHUSTER
3515 WEST 75TH ST, SUITE 103
PRAIRIE VILLAGE, KS 66208

ENGINEER
DAVID STERLING, P.E.
T-O ENGINEERS
2471 S. TITANIUM PLACE
MERIDIAN, ID 83642

PROJECT ADDRESS
951 E GOWEN RD.
BOISE, ID 83716

PRELIMINARY

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PRELIMINARY CONCEPT PLAN FOR:

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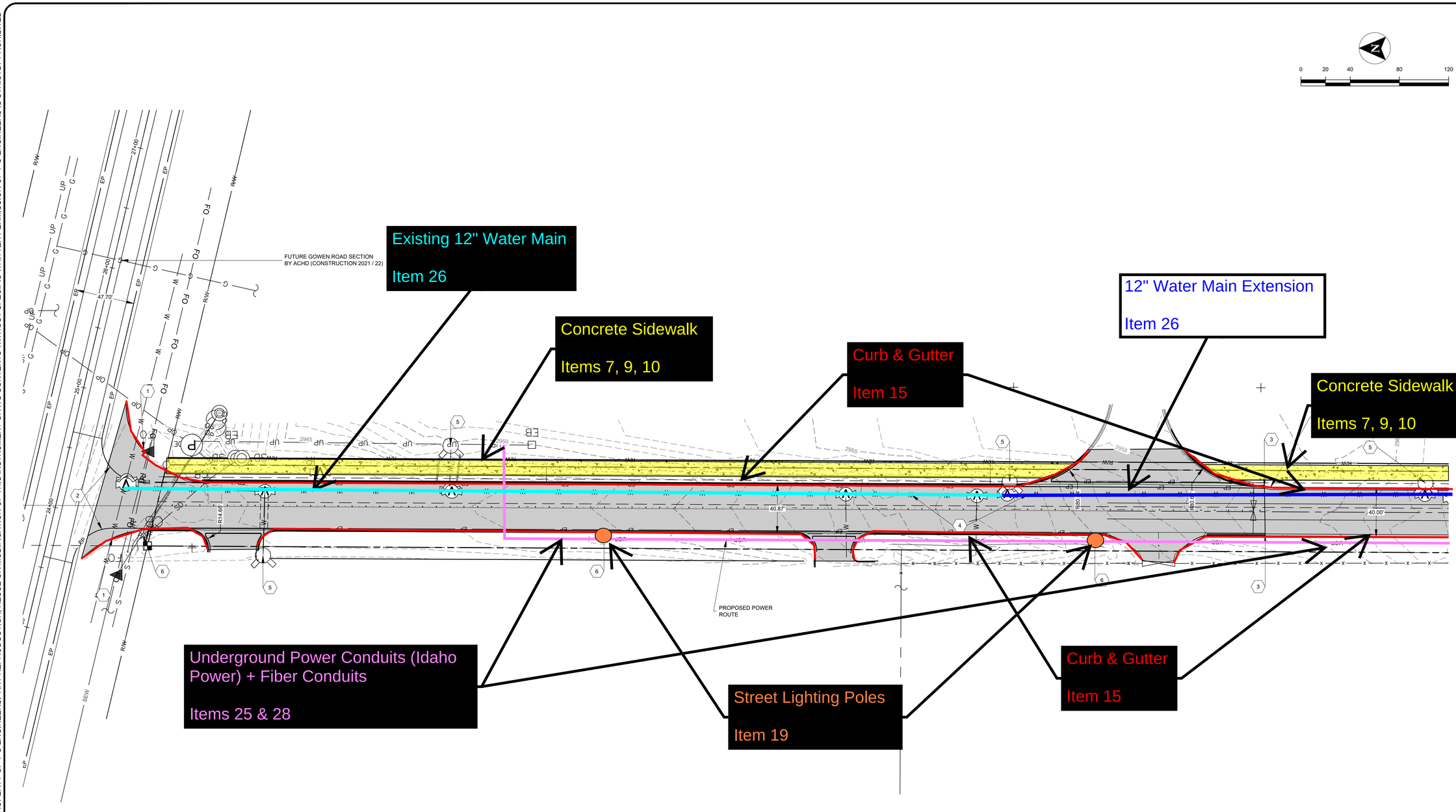

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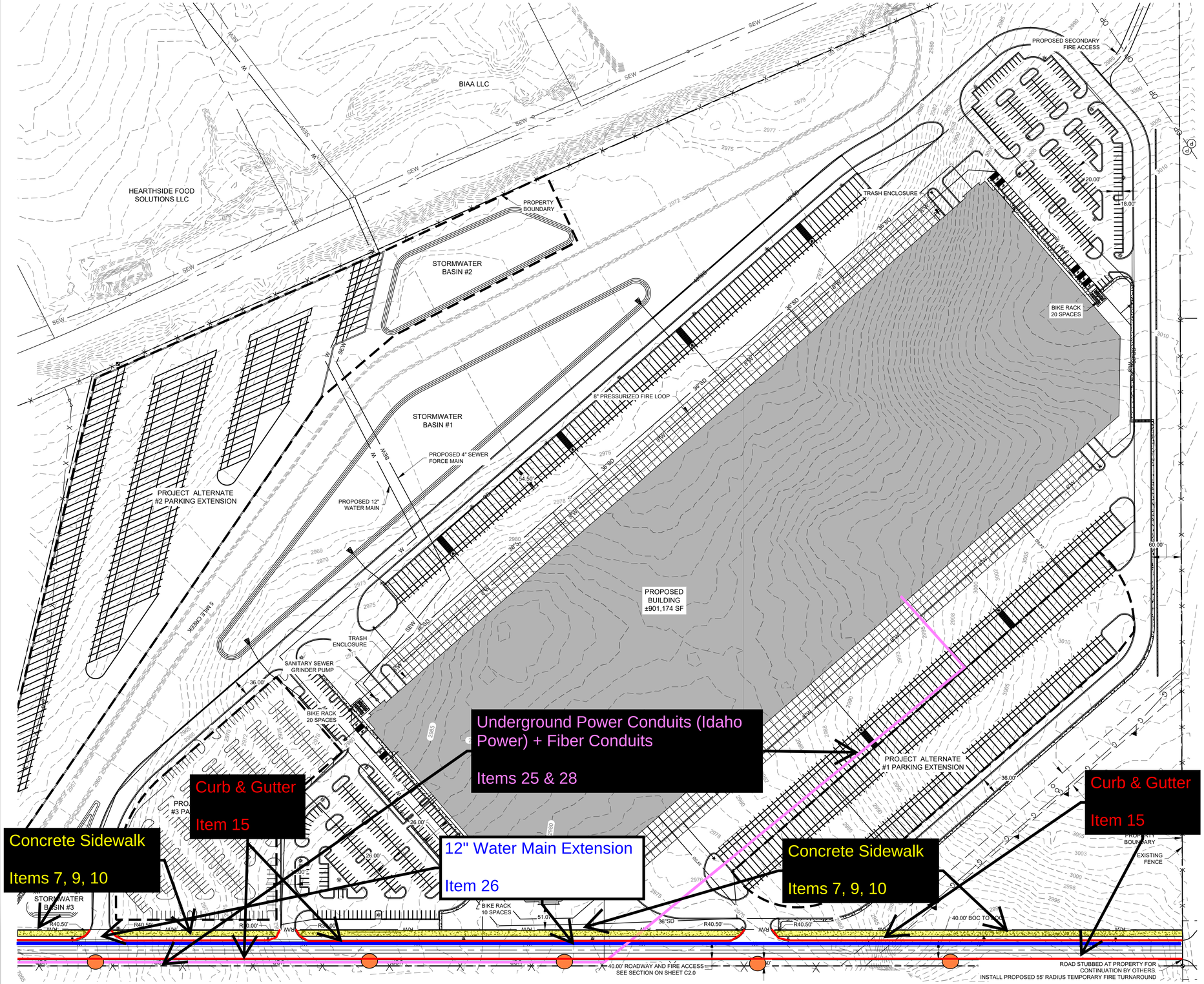

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PRELIMINARY CONCEPT PLAN FOR:

RED RIVER LOGISTICS

SITE PLAN

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DATE: January 4, 2022
PROJECT: 210488
SHEET: C1.00

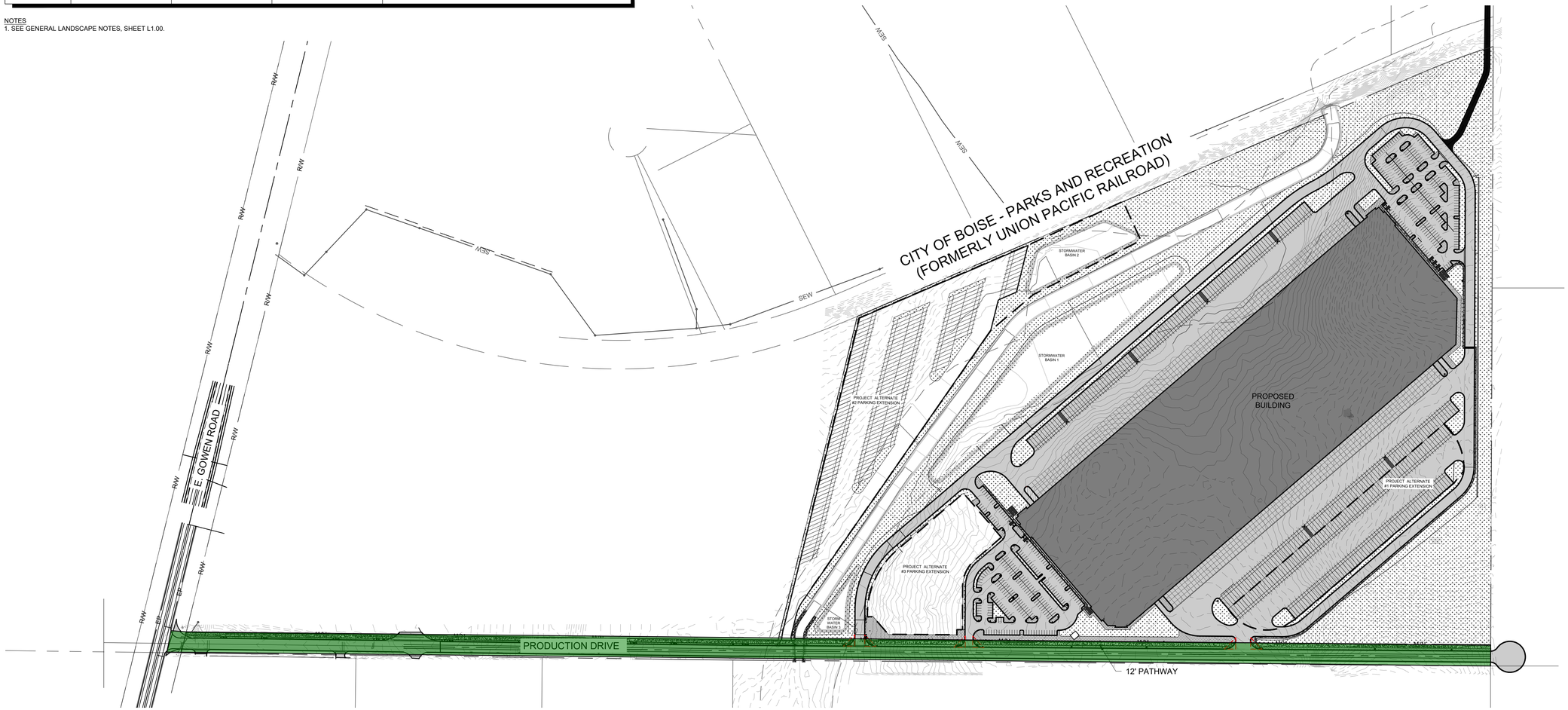
MASTER LANDSCAPE MATERIALS SCHEDULE

Key	Description	Quantity	Material	Notes
	Planter Beds	102,775 SF	2" minus crushed rock mulch. Color: Black and Tan Mix	Located per plan in all areas indicated as planted beds.
	Natural Grass Blend	944,530 SF	Intermountain West Wildfire Resitant Blend or Other	Located per plan in all areas indicated as natural grass areas.
	Clear Vision Triangle	–	Triangle formed per City of Boise Code	Located as landscape intersection corners, per plan.
	Landscape Boulders	+/- 100	$\frac{1}{3}$ ton Lichen Basalt, or Similar	As located per plan. Bury boulders at least 4" into grade for natural appearance.

NOTES
1. SEE GENERAL LANDSCAPE NOTES, SHEET L1.00.

Landscaping Plan - Production Street

Items 6, 11, 12, 18



LANDSCAPE MATERIALS PLAN

0' 100' 200' 400' 600'

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DRAFT

BORDER SIZE	22"x34"
DESIGNED	S. ACEVEDO
DRAWN	S. ACEVEDO
CHECKED	J. SNYDER
APPROVED	J. SNYDER

REVISIONS

NO.	DESCRIPTION	DATE

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DESIGN REVIEW LANDSCAPE PLANS FOR:

RED RIVER LOGISTICS

LANDSCAPE MATERIALS PLAN

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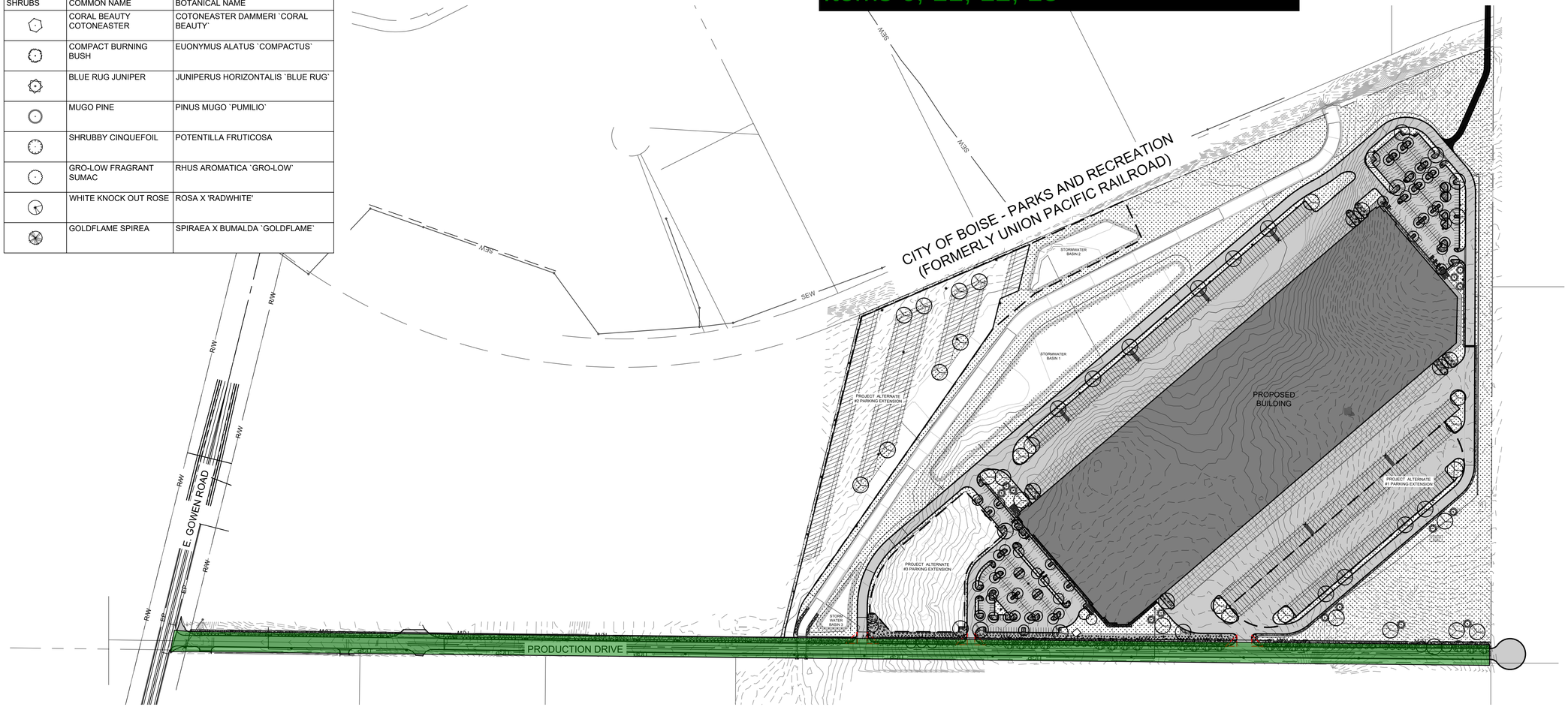
PLANT SCHEDULE

TREES	COMMON NAME	BOTANICAL NAME
	PARKWAY MAPLE	ACER PLATANOIDES 'COLUMNARBROAD'
	EMERALD QUEEN NORWAY MAPLE	ACER PLATANOIDES 'EMERALD QUEEN'
	COMMON HACKBERRY	CELTIS OCCIDENTALIS
	SKYLINE THORNLESS HONEY LOCUST	GLEDITSIA TRIACANTHOS INERMIS `SKYCOLE` TM
	AUSTRIAN PINE	PINUS NIGRA
SHRUBS	**COMMON NAME**	**BOTANICAL NAME**
	CORAL BEAUTY COTONEASTER	COTONEASTER DAMMERI `CORAL BEAUTY`
	COMPACT BURNING BUSH	EUONYMUS ALATUS `COMPACTUS`
	BLUE RUG JUNIPER	JUNIPERUS HORIZONTALIS `BLUE RUG`
	MUGO PINE	PINUS MUGO `PUMILIO`
	SHRUBBY CINQUEFOIL	POTENTILLA FRUTICOSA
	GRO-LOW FRAGRANT SUMAC	RHUS AROMATICA `GRO-LOW`
	WHITE KNOCK OUT ROSE	ROSA X 'RADWHITE'
	GOLDFLAME SPIREA	SPIRAEA X BUMALDA `GOLDFLAME`

Planting Plan - Production Street

Items 6, 11, 12, 18



OVERALL PLANTING PLAN

0' 100' 200' 400' 600'

DRAFT

BORDER SIZE	22"x34"
DESIGNED	S. ACEVEDO
DRAWN	S. ACEVEDO
CHECKED	J. SNYDER
APPROVED	J. SNYDER

REVISIONS		
NO.	DESCRIPTION	DATE

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DESIGN REVIEW LANDSCAPE PLANS FOR:

RED RIVER LOGISTICS

OVERALL PLANTING PLAN

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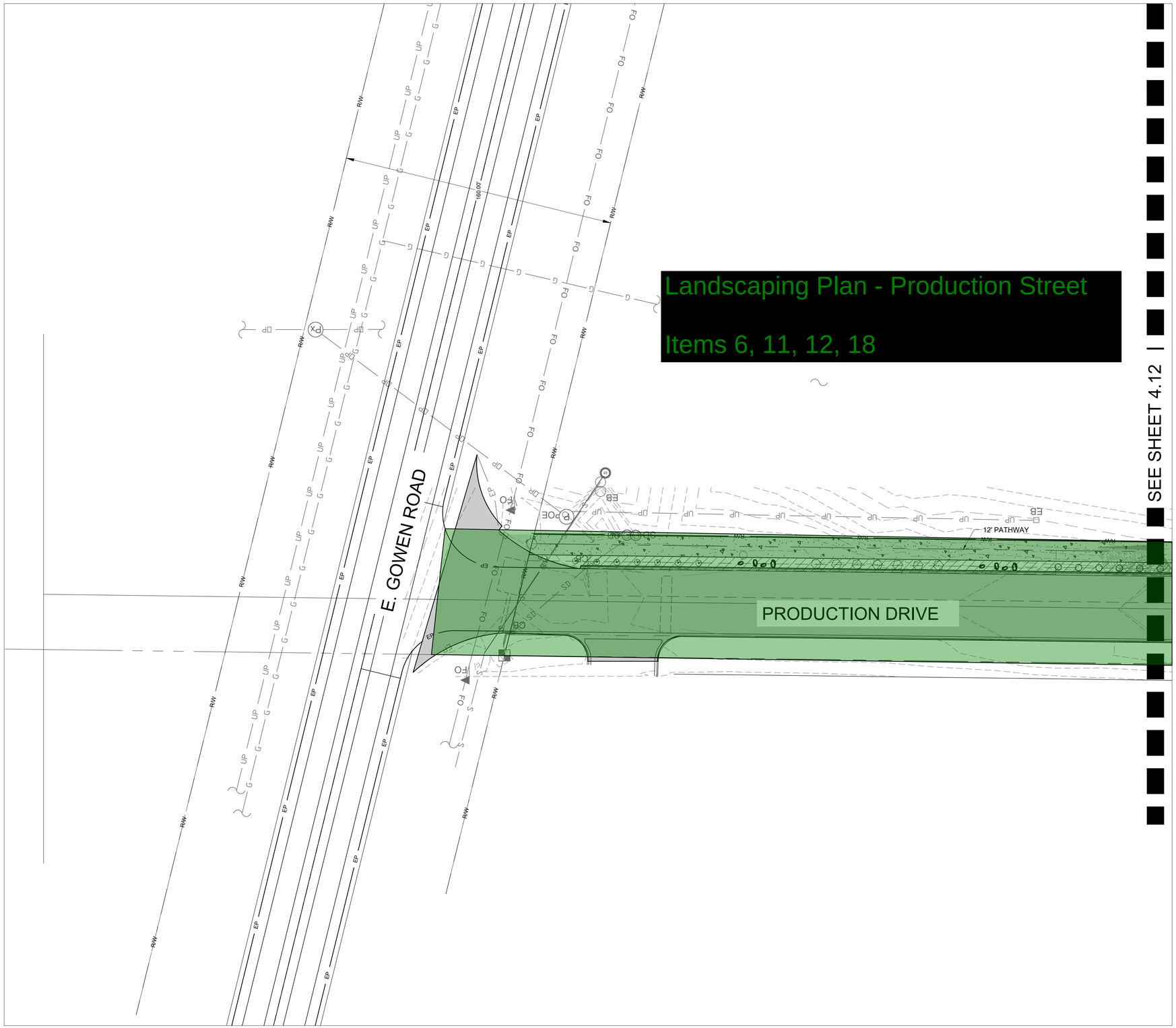

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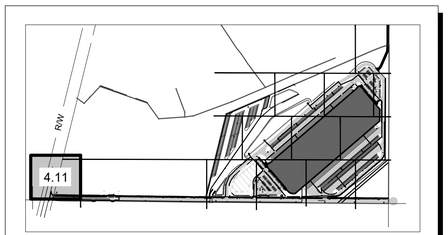
	BLUE RUG JUNIPER	JUNIPERUS HORIZONTALIS `BLUE RUG`
	MUGO PINE	PINUS MUGO `PUMILIO`
	SHRUBBY CINQUEFOIL	POTENTILLA FRUTICOSA
	GRO-LOW FRAGRANT SUMAC	RHUS AROMATICA `GRO-LOW`
	WHITE KNOCK OUT ROSE	ROSA X 'RADWHITE'
	GOLDFLAME SPIREA	SPIRAEA X BUMALDA `GOLDFLAME`

NOTES
1. SEE GENERAL LANDSCAPE NOTES, SHEET L1.00.

PLANTING PLAN

0' 15' 30' 60' 90'



PLAN DIRECTORY

DRAFT

BORDER SIZE	22"X34"
DESIGNED	S. ACEVEDO
DRAWN	S. ACEVEDO
CHECKED	J.SNYDER
APPROVED	J.SNYDER

REVISIONS

NO.	DESCRIPTION	DATE

T-O ENGINEERS
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
2471 S. TITANIUM PLACE
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PHONE: (208) 323-2288 WWW.TO-ENGINEERS.COM
BOISE • CODY • COEUR D'ALENE • HEBER CITY
MERIDIAN • NAMPA • SPOKANE

DESIGN REVIEW LANDSCAPE PLANS FOR:

RED RIVER LOGISTICS

PLANTING PLAN

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: September 14, 2021
PROJECT: 210488
SHEET: L4.11

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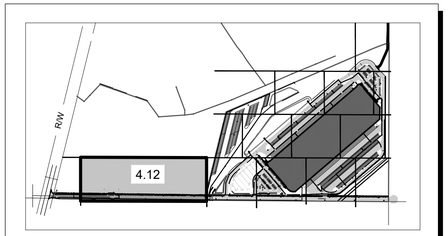
Landscaping Plan - Production Street

Items 6, 11, 12, 18



PLAN DIRECTORY

PLANT_SCHEDULE

TREES	COMMON NAME	BOTANICAL NAME
	PARKWAY MAPLE	ACER PLATANOIDES 'COLUMNARBROAD'
	EMERALD QUEEN NORWAY MAPLE	ACER PLATANOIDES 'EMERALD QUEEN'
	COMMON HACKBERRY	CELTIS OCCIDENTALIS
	SKYLINE THORNLESS HONEY LOCUST	GLEDITSIA TRIACANTHOS INERMIS `SKYCOLE` TM
	AUSTRIAN PINE	PINUS NIGRA

SHRUBS	COMMON NAME	BOTANICAL NAME
	CORAL BEAUTY COTONEASTER	COTONEASTER DAMMERI `CORAL BEAUTY`
	COMPACT BURNING BUSH	EUONYMUS ALATUS `COMPACTUS`
	BLUE RUG JUNIPER	JUNIPERUS HORIZONTALIS `BLUE RUG`
	MUGO PINE	PINUS MUGO `PUMILIO`
	SHRUBBY CINQUEFOIL	POTENTILLA FRUTICOSA
	GRO-LOW FRAGRANT SUMAC	RHUS AROMATICA `GRO-LOW`
	WHITE KNOCK OUT ROSE	ROSA X 'RADWHITE'
	GOLDFLAME SPIREA	SPIRAEA X BUMALDA `GOLDFLAME`

NOTES
1. SEE GENERAL LANDSCAPE NOTES, SHEET L1.00.

PLANTING PLAN

0' 15' 30' 60' 90'

DRAFT
STATE OF IDAHO
SNYDER
LANDSCAPE ARCHITECT

BORDER SIZE	22"X34"
DESIGNED	S. ACEVEDO
DRAWN	S. ACEVEDO
CHECKED	J.SNYDER
APPROVED	J.SNYDER

REVISIONS

NO.	DESCRIPTION	DATE

T-O ENGINEERS
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MERIDIAN ♦ NAMPA ♦ SPOKANE

DESIGN REVIEW LANDSCAPE PLANS FOR:

RED RIVER LOGISTICS

PLANTING PLAN

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE:	September 14, 2021
PROJECT:	210488
SHEET:	L4.12

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SEE SHEET 4.12

SEE SHEET 4.07

SEE SHEET 4.14

PROJECT ALTERNATE
#2 PARKING EXTENSION

FIVE MILE CREEK

NATURAL
GRASS
BLEND,
TYP.

8' TEMPORARY
NATIVE GRASS
BLEND

PROJECT ALTERNATE
#3 PARKING EXTENSION

TEMPORARY NATIVE
GRASS BLEND

STORMWATER BASIN 3

12' PATHWAY

PRODUCTION DRIVE

Landscaping Plan - Production Street

Items 6, 11, 12, 18

PLANT SCHEDULE

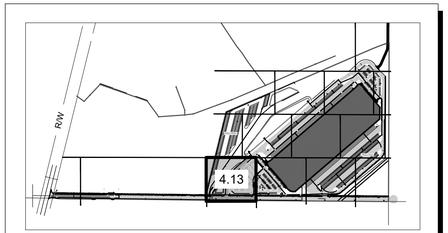
TREES	COMMON NAME	BOTANICAL NAME
	PARKWAY MAPLE	ACER PLATANOIDES 'COLUMNARBROAD'
	EMERALD QUEEN NORWAY MAPLE	ACER PLATANOIDES 'EMERALD QUEEN'
	COMMON HACKBERRY	CELTIS OCCIDENTALIS
	SKYLINE THORNLESS HONEY LOCUST	GLEDITSIA TRIACANTHOS INERMIS `SKYCOLE` TM
	AUSTRIAN PINE	PINUS NIGRA
SHRUBS	COMMON NAME	BOTANICAL NAME
	CORAL BEAUTY COTONEASTER	COTONEASTER DAMMERI `CORAL BEAUTY`
	COMPACT BURNING BUSH	EUONYMUS ALATUS `COMPACTUS`
	BLUE RUG JUNIPER	JUNIPERUS HORIZONTALIS `BLUE RUG`
	MUGO PINE	PINUS MUGO `PUMILIO`
	SHRUBBY CINQUEFOIL	POTENTILLA FRUTICOSA
	GRO-LOW FRAGRANT SUMAC	RHUS AROMATICA `GRO-LOW`
	WHITE KNOCK OUT ROSE	ROSA X 'RADWHITE'
	GOLDFLAME SPIREA	SPIRAEA X BUMALDA `GOLDFLAME`

NOTES
1. SEE GENERAL LANDSCAPE NOTES, SHEET L1.00.

PLANTING PLAN

0' 15' 30' 60' 90'

PLAN DIRECTORY



DRAFT
STATE OF IDAHO
SNYDER
LICENSED LANDSCAPE ARCHITECT

BORDER SIZE	22"X34"
DESIGNED	S. ACEVEDO
DRAWN	S. ACEVEDO
CHECKED	J.SNYDER
APPROVED	J.SNYDER

REVISIONS

NO.	DESCRIPTION	DATE

T-O ENGINEERS
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BOISE • CODY • COEUR D'ALENE • HEBER CITY
MERIDIAN • NAMPA • SPOKANE

DESIGN REVIEW LANDSCAPE PLANS FOR:

RED RIVER LOGISTICS

PLANTING PLAN

ATTENTION:
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DATE: September 14, 2021
PROJECT: 210488
SHEET: L4.13

H:\210488\3_ACAD\DWG\MODEL\210488-LSCP-122821.DWG, 12/29/2021



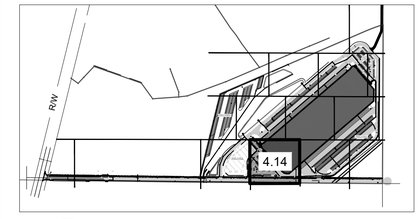
PLANT SCHEDULE

TREES	COMMON NAME	BOTANICAL NAME
	PARKWAY MAPLE	ACER PLATANOIDES 'COLUMNARBROAD'
	EMERALD QUEEN NORWAY MAPLE	ACER PLATANOIDES 'EMERALD QUEEN'
	COMMON HACKBERRY	CELTIS OCCIDENTALIS
	SKYLINE THORNLESS HONEY LOCUST	GLEDITSIA TRIACANTHOS INERMIS `SKYCOLE` TM
	AUSTRIAN PINE	PINUS NIGRA
SHRUBS	COMMON NAME	BOTANICAL NAME
	CORAL BEAUTY COTONEASTER	COTONEASTER DAMMERI `CORAL BEAUTY`
	COMPACT BURNING BUSH	EUONYMUS ALATUS `COMPACTUS`
	BLUE RUG JUNIPER	JUNIPERUS HORIZONTALIS `BLUE RUG`
	MUGO PINE	PINUS MUGO `PUMILIO`
	SHRUBBY CINQUEFOIL	POTENTILLA FRUTICOSA
	GRO-LOW FRAGRANT SUMAC	RHUS AROMATICA `GRO-LOW`
	WHITE KNOCK OUT ROSE	ROSA X 'RADWHITE'
	GOLDFLAME SPIREA	SPIRAEA X BUMALDA `GOLDFLAME`

NOTES
1. SEE GENERAL LANDSCAPE NOTES, SHEET L1.00.

PLANTING PLAN

0' 15' 30' 60' 90'



PLAN DIRECTORY

DRAFT

BORDER SIZE	22"x34"
DESIGNED	S. ACEVEDO
DRAWN	S. ACEVEDO
CHECKED	J.SNYDER
APPROVED	J.SNYDER

REVISIONS

NO.	DESCRIPTION	DATE

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MERIDIAN • NAMPA • SPOKANE

DESIGN REVIEW LANDSCAPE PLANS FOR:

RED RIVER LOGISTICS

PLANTING PLAN

ATTENTION:
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DATE: September 14, 2021
PROJECT: 210488
SHEET: L4.14

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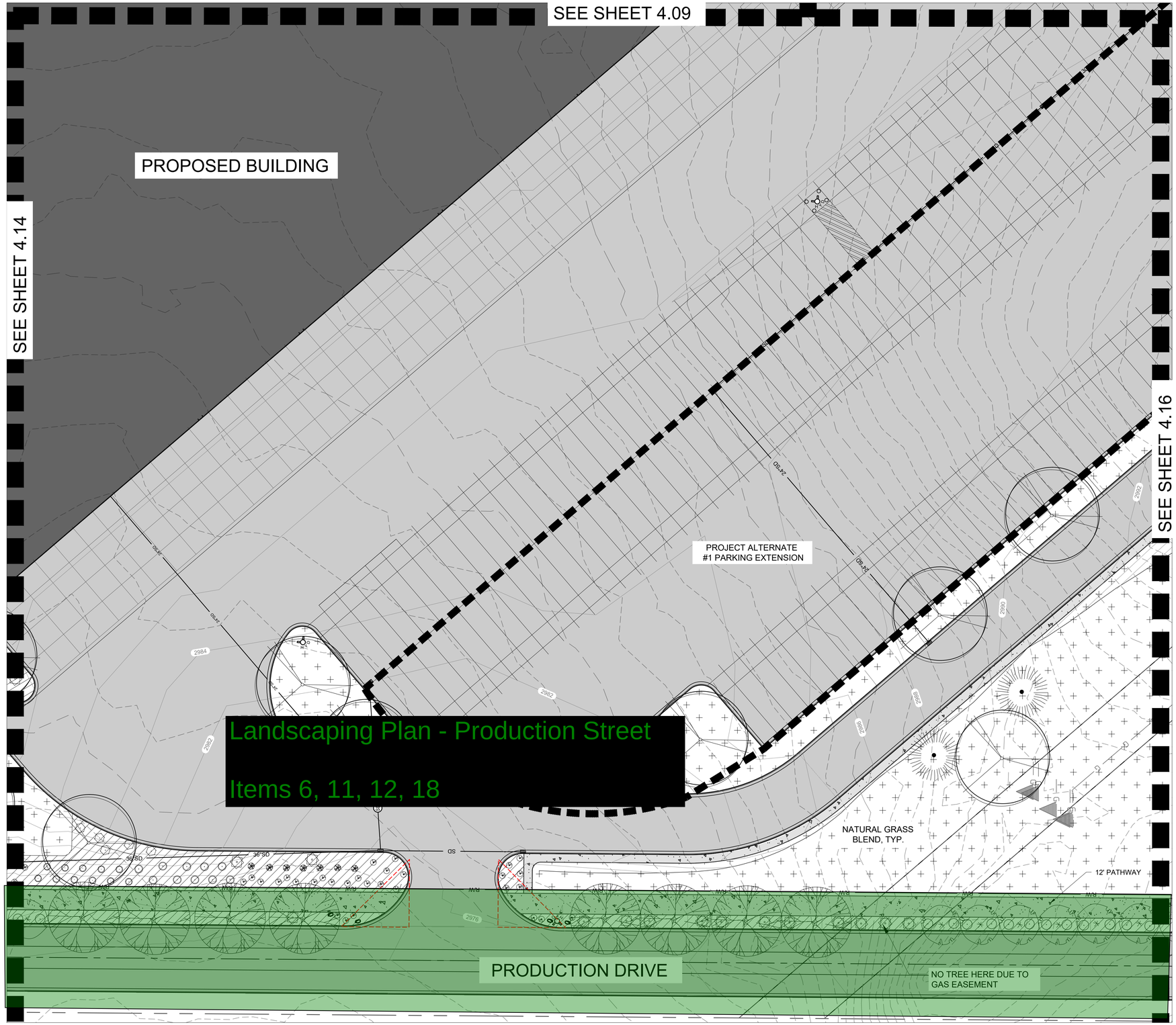

PLANT SCHEDULE

TREES	COMMON NAME	BOTANICAL NAME
	PARKWAY MAPLE	ACER PLATANOIDES 'COLUMNARBROAD'
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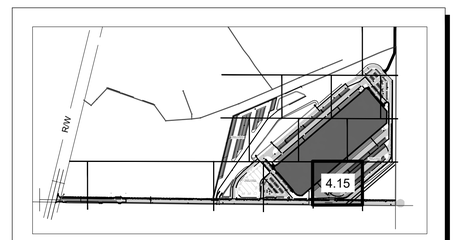
	SHRUBBY CINQUEFOIL	POTENTILLA FRUTICOSA
	GRO-LOW FRAGRANT SUMAC	RHUS AROMATICA `GRO-LOW`
	WHITE KNOCK OUT ROSE	ROSA X 'RADWHITE'
	GOLDFLAME SPIREA	SPIRAEA X BUMALDA `GOLDFLAME`

NOTES
1. SEE GENERAL LANDSCAPE NOTES, SHEET L1.00.

N

PLANTING PLAN

0' 15' 30' 60' 90'



N

PLAN DIRECTORY

DRAFT
STATE OF IDAHO
JOSHUA D. SNYDER
LICENSED LANDSCAPE ARCHITECT

BORDER SIZE	22"X34"
DESIGNED	S. ACEVEDO
DRAWN	S. ACEVEDO
CHECKED	J.SNYDER
APPROVED	J.SNYDER

REVISIONS

NO.	DESCRIPTION	DATE

T-O ENGINEERS
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PHONE: (208) 323-2288 WWW.TO-ENGINEERS.COM
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MERIDIAN • NAMPA • SPOKANE

DESIGN REVIEW LANDSCAPE PLANS FOR:

RED RIVER LOGISTICS

PLANTING PLAN

ATTENTION:
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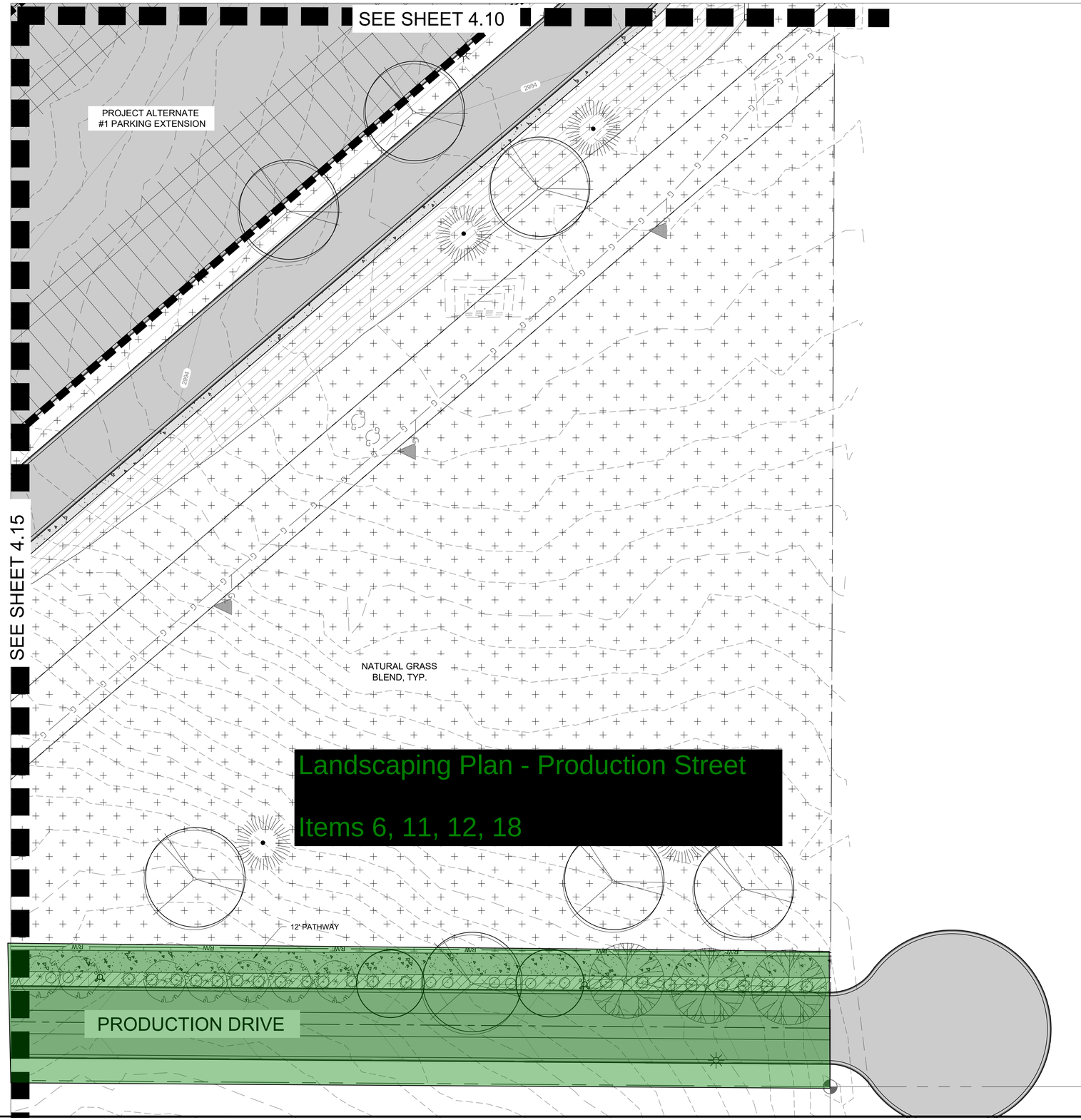
DATE: September 14, 2021
PROJECT: 210488
SHEET: L4.15



Landscaping Plan - Production Street

Items 6, 11, 12, 18

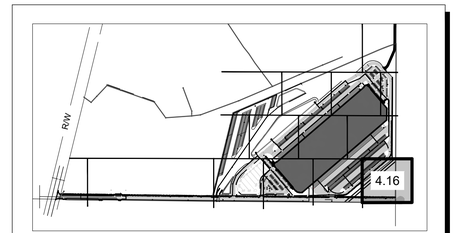
PLANT SCHEDULE

TREES	COMMON NAME	BOTANICAL NAME
	PARKWAY MAPLE	ACER PLATANOIDES 'COLUMNARBROAD'
	EMERALD QUEEN NORWAY MAPLE	ACER PLATANOIDES 'EMERALD QUEEN'
	COMMON HACKBERRY	CELTIS OCCIDENTALIS
	SKYLINE THORNLESS HONEY LOCUST	GLEDITSIA TRIACANTHOS INERMIS `SKYCOLE` TM
	AUSTRIAN PINE	PINUS NIGRA
SHRUBS	COMMON NAME	BOTANICAL NAME
	CORAL BEAUTY COTONEASTER	COTONEASTER DAMMERI `CORAL BEAUTY`
	COMPACT BURNING BUSH	EUONYMUS ALATUS `COMPACTUS`
	BLUE RUG JUNIPER	JUNIPERUS HORIZONTALIS `BLUE RUG`
	MUGO PINE	PINUS MUGO `PUMILIO`
	SHRUBBY CINQUEFOIL	POTENTILLA FRUTICOSA
	GRO-LOW FRAGRANT SUMAC	RHUS AROMATICA `GRO-LOW`
	WHITE KNOCK OUT ROSE	ROSA X 'RADWHITE'
	GOLDFLAME SPIREA	SPIRAEA X BUMALDA `GOLDFLAME`

NOTES
1. SEE GENERAL LANDSCAPE NOTES, SHEET L1.00.

PLANTING PLAN

0' 15' 30' 60' 90'



PLAN DIRECTORY

DRAFT

BORDER SIZE	22"x34"
DESIGNED	S. ACEVEDO
DRAWN	S. ACEVEDO
CHECKED	J.SNYDER
APPROVED	J.SNYDER

REVISIONS

NO.	DESCRIPTION	DATE

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MERIDIAN, IDAHO 83642
PHONE: (208) 323-2288 WWW.TO-ENGINEERS.COM
BOISE • CODY • COEUR D'ALENE • HEBER CITY
MERIDIAN • NAMPA • SPOKANE

DESIGN REVIEW LANDSCAPE PLANS FOR:

RED RIVER LOGISTICS

PLANTING PLAN

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: September 14, 2021
PROJECT: 210488
SHEET: L4.16

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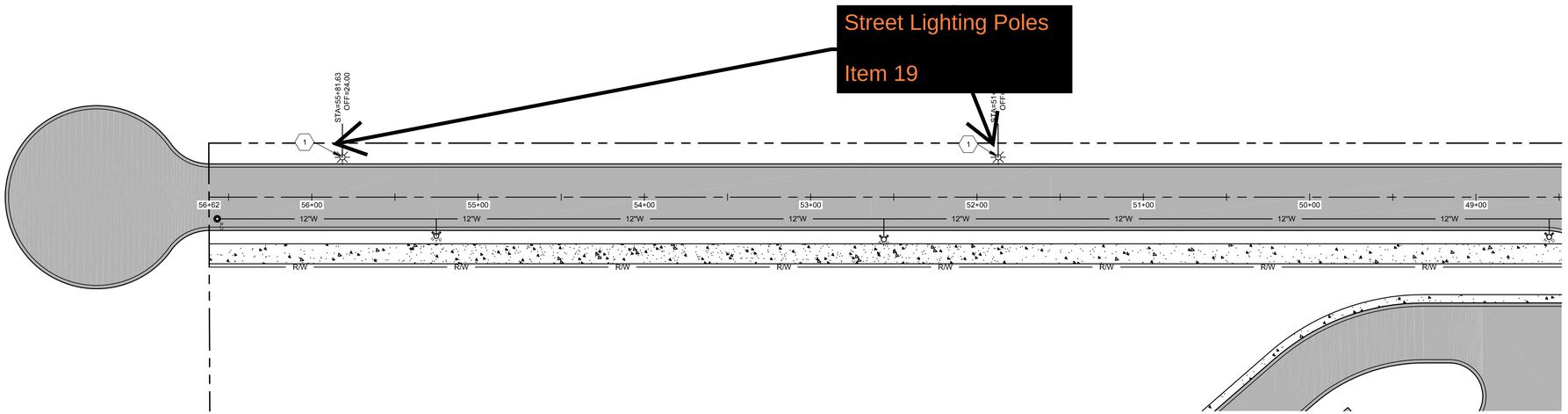
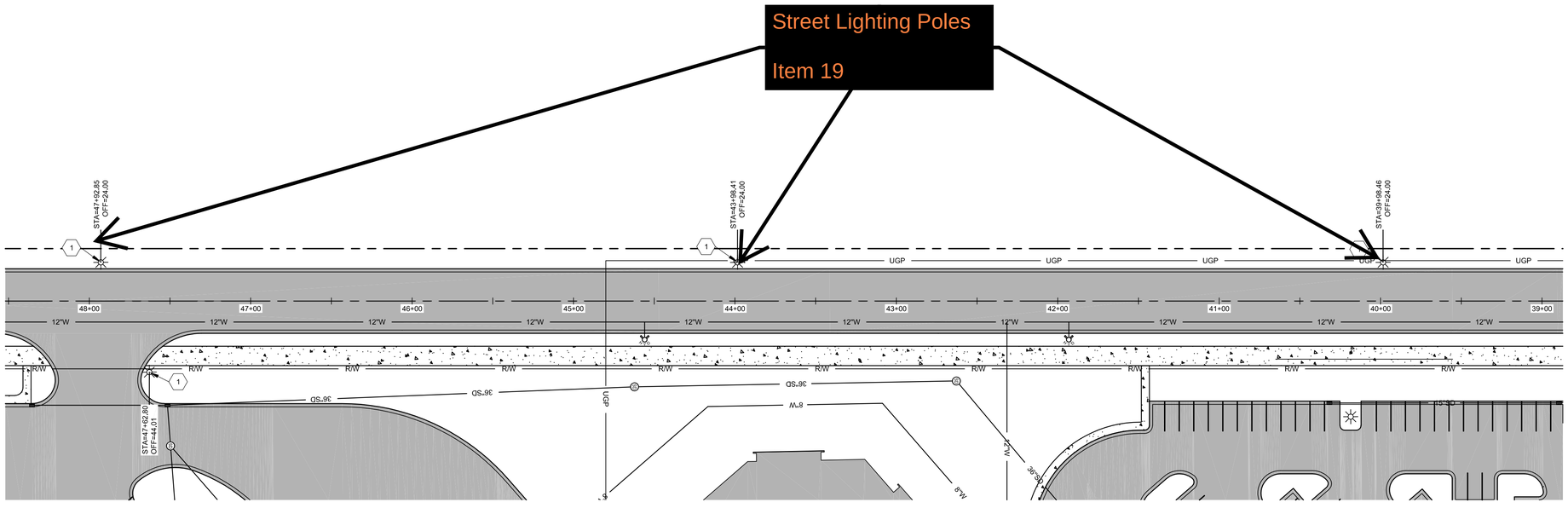
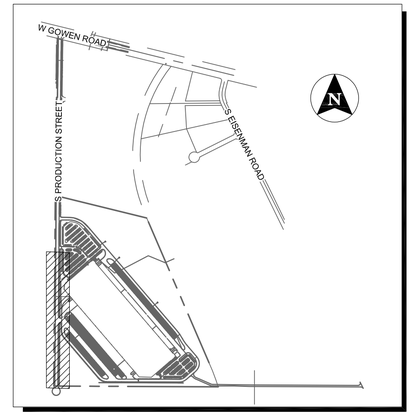
Street Lighting Exhibit



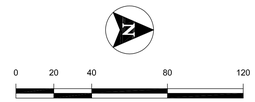
S PRODUCTION STREET STA 48+50 TO 56+62



S PRODUCTION STREET STA 39+00 TO 48+50



VICINITY MAP
SCALE: 1"=1000'



KEY NOTES

1. STREET LIGHT PER CITY OF BOISE STANDARD REVISIONS TO ISPWC DIVISION 1102. ALL PROPOSED STREET LIGHTS SHALL MATCH EXISTING OR APPROVED EQUAL AND CONFORM TO THE CITY OF BOISE SPECIFICATIONS

NOTES

1. LIGHT POLES SHALL BE ROADWAY LIGHT POLES PER APPROVED PART NUMBER LISTING FOR CITY OF BOISE STREET LIGHTING.
2. STREET LIGHTS SHALL MEET THE REQUIREMENTS OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, STANDARD DRAWINGS, AND THE BOISE CITY STANDARD REVISIONS FOR ISPWC DIVISION 1102 STREET LIGHTS.
3. NEW STREET LIGHT INSTALLATIONS SHALL CONFORM TO THE CURRENT VERSION OF BOISE STANDARD REVISIONS, IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC) USING APPROVED LED FIXTURES PER THE CITY OF BOISE WEBSITE.
4. INSTALLATION SHALL MEET THE REQUIREMENTS OF ISPWC DRAWINGS SD-1109, BC SD-1117, AND BC SD-1127.
5. LIGHT FIXTURES SHALL MEET THE REQUIREMENTS OF BOISE CITY STANDARD REVISIONS FOR ISPWC DIVISION 1102.
6. METER SERVICE CABINETS SHALL BE PER THE APPROVED LIST FROM THE CITY OF BOISE WEBSITE.
7. DEVELOPER SHALL NOT CONNECT, OR ALLOW ANY SUBCONTRACTOR TO CONNECT TO ANY IRRIGATION TIMERS, DECORATIVE LIGHTING, ENTRANCE LIGHTING, OUTLETS OR OTHER ELECTRICAL DEVISES TO ANY STREET LIGHTING CIRCUITS.
8. ALL ELECTRICAL WORK MUST BE COMPLETED BY A LICENSED JOURNEYMAN ELECTRICIAN, AS PER STATE CODE TO INCLUDE UNDERGROUND CONDUIT, WIRE, POLE BASE, LIGHT POLE, FIXTURE AND METER CABINETS, THE ELECTRICIAN MUST BE PRESENT AT ALL INSPECTIONS AND ALL WORK SHALL BE PERFORMED TO THE CURRENT NATIONAL ELECTRICAL CODE.

RED RIVER PRODUCTION DRIVE STREET LIGHT EXHIBIT

DATE: 10/22 JOB: 21048

T-O ENGINEERS
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642
208-323-2288 | WWW.TO-ENGINEERS.COM

H:\21048\3_Acad\dwg\Sheets\Exhibits\Street Light Exhibit.dwg, 10/2022 3:39:38 PM, Will Rankin, Bluebeam PDF4.pc3
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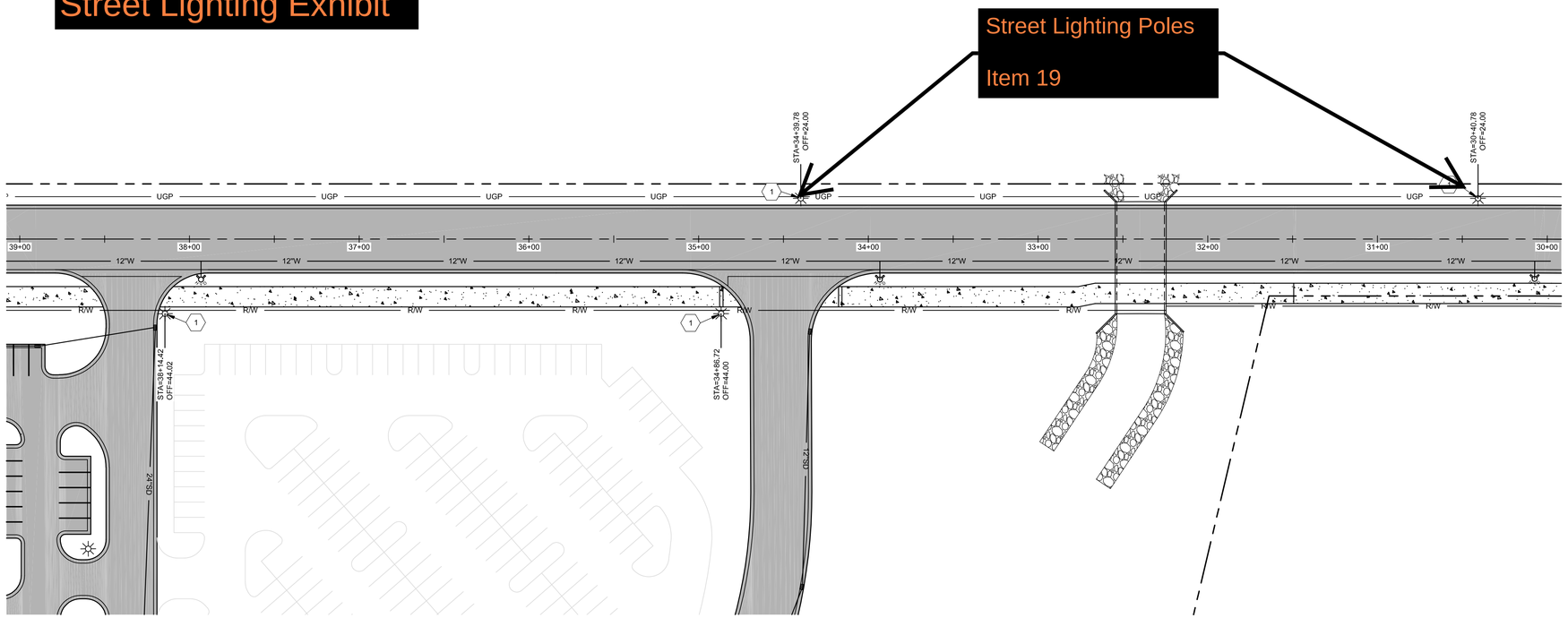
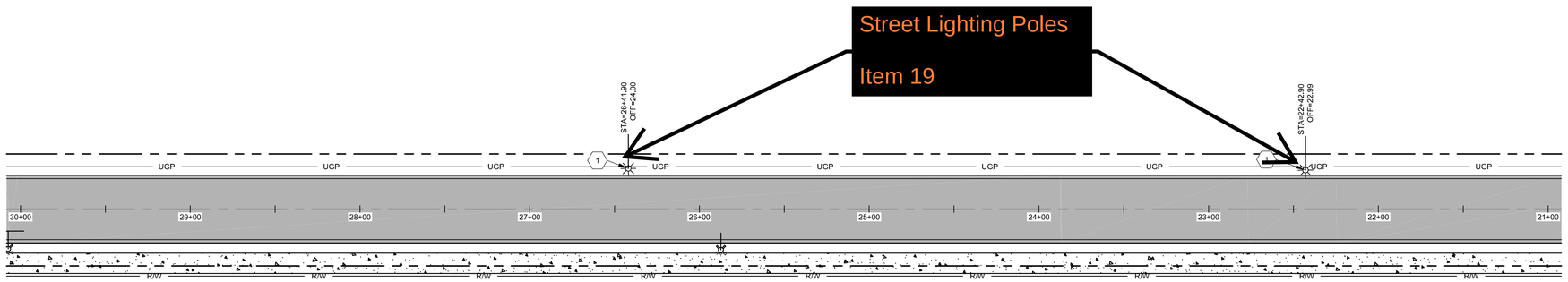
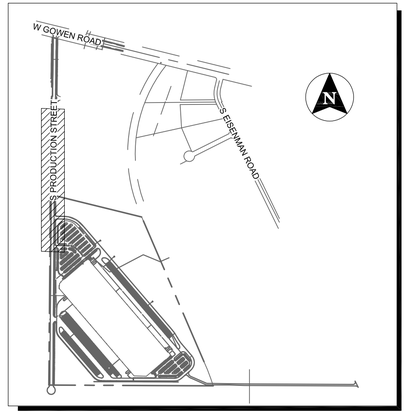
Street Lighting Exhibit



S PRODUCTION STREET STA 30+00 TO 39+00



S PRODUCTION STREET STA 21+00 TO 30+00



VICINITY MAP
SCALE: 1"=1000'

N

0 20 40 80 120

KEY NOTES

1. STREET LIGHT PER CITY OF BOISE STANDARD REVISIONS TO ISPWC DIVISION 1102. ALL PROPOSED STREET LIGHTS SHALL MATCH EXISTING OR APPROVED EQUAL AND CONFORM TO THE CITY OF BOISE SPECIFICATIONS

NOTES

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8. ALL ELECTRICAL WORK MUST BE COMPLETED BY A LICENSED JOURNEYMAN ELECTRICIAN, AS PER STATE CODE TO INCLUDE UNDERGROUND CONDUIT, WIRE, POLE BASE, LIGHT POLE, FIXTURE AND METER CABINETS. THE ELECTRICIAN MUST BE PRESENT AT ALL INSPECTIONS AND ALL WORK SHALL BE PERFORMED TO THE CURRENT NATIONAL ELECTRICAL CODE.

DATE: 1/22 JOB: 210488

T-O ENGINEERS
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642
208-323-2288 | WWW.TO-ENGINEERS.COM

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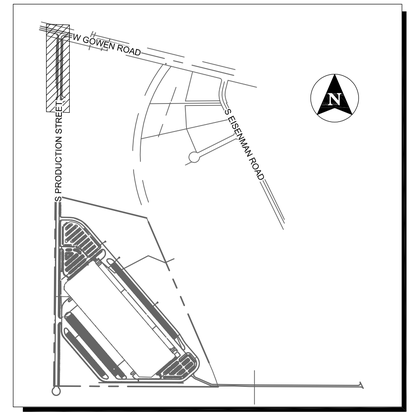
Street Lighting Exhibit

KEY NOTES

(1) STREET LIGHT PER CITY OF BOISE STANDARD REVISIONS TO ISPWC DIVISION 1102. ALL PROPOSED STREET LIGHTS SHALL MATCH EXISTING OR APPROVED EQUAL AND CONFORM TO THE CITY OF BOISE SPECIFICATIONS

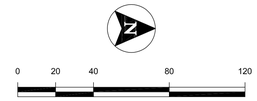
NOTES

1. LIGHT POLES SHALL BE ROADWAY LIGHT POLES PER APPROVED PART NUMBER LISTING FOR CITY OF BOISE STREET LIGHTING.
2. STREET LIGHTS SHALL MEET THE REQUIREMENTS OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, STANDARD DRAWINGS, AND THE BOISE CITY STANDARD REVISIONS FOR ISPWC DIVISION 1102 STREET LIGHTS.
3. NEW STREET LIGHT INSTALLATIONS SHALL CONFORM TO THE CURRENT VERSION OF BOISE STANDARD REVISIONS, IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC) USING APPROVED LED FIXTURES PER THE CITY OF BOISE WEBSITE.
4. INSTALLATION SHALL MEET THE REQUIREMENTS OF ISPWC DRAWINGS SD-1109, BC SD-1117, AND BC SD-1127.
5. LIGHT FIXTURES SHALL MEET THE REQUIREMENTS OF BOISE CITY STANDARD REVISIONS FOR ISPWC DIVISION 1102.
6. METER SERVICE CABINETS SHALL BE PER THE APPROVED LIST FROM THE CITY OF BOISE WEBSITE.
7. DEVELOPER SHALL NOT CONNECT, OR ALLOW ANY SUBCONTRACTOR TO CONNECT TO ANY IRRIGATION TIMERS, DECORATIVE LIGHTING, ENTRANCE LIGHTING, OUTLETS OR OTHER ELECTRICAL DEVISES TO ANY STREET LIGHTING CIRCUITS.
8. ALL ELECTRICAL WORK MUST BE COMPLETED BY A LICENSED JOURNEYMAN ELECTRICIAN, AS PER STATE CODE TO INCLUDE UNDERGROUND CONDUIT, WIRE, POLE BASE, LIGHT POLE, FIXTURE AND METER CABINETS. THE ELECTRICIAN MUST BE PRESENT AT ALL INSPECTIONS AND ALL WORK SHALL BE PERFORMED TO THE CURRENT NATIONAL ELECTRICAL CODE.



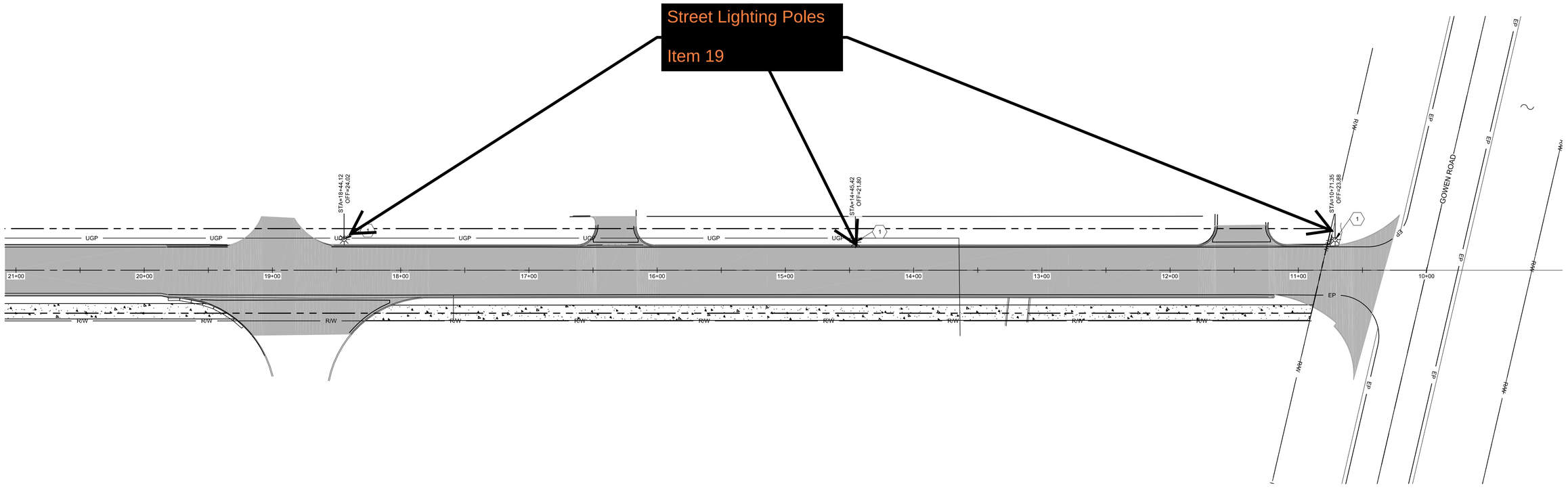
VICINITY MAP

SCALE: 1"=1000'



Street Lighting Poles

Item 19



S PRODUCTION STREET STA 10+00 TO 21+00

DATE: 1/3/22 JOB: 210488

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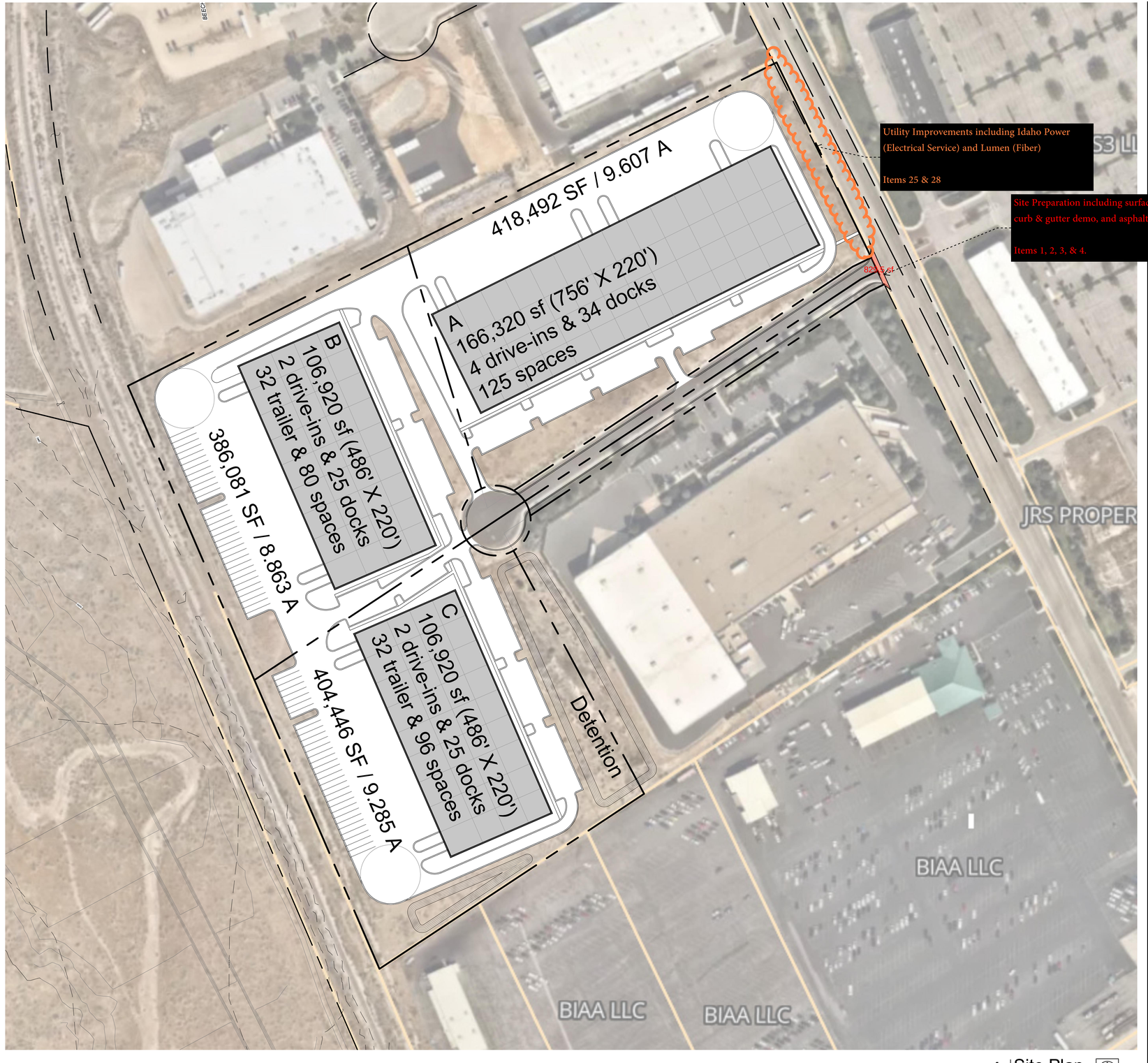

1 Site Plan
scale: 1" = 100'-0"
north

a new project for
Flint Red River
South Eisenman Rd.
Boise, Idaho

date
10.26.2021
drawn by
DAE
checked by
DAE
revisions

sheet number
A1.3
drawing type
preliminary
project number
21171

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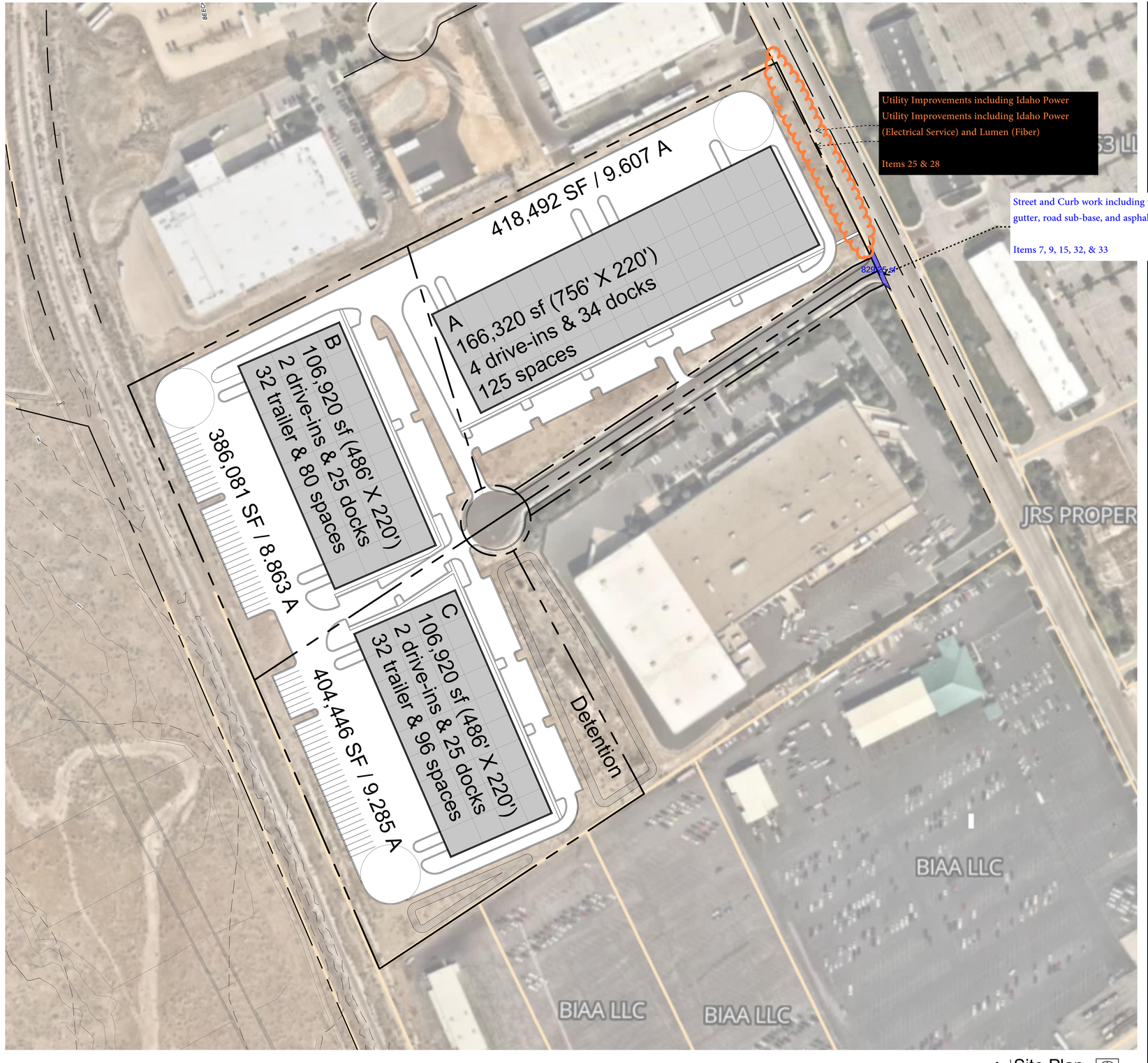


1 Site Plan
scale: 1" = 100'-0"
north

a new project for
Flint Red River East
South Eisenman Rd.
Boise, Idaho

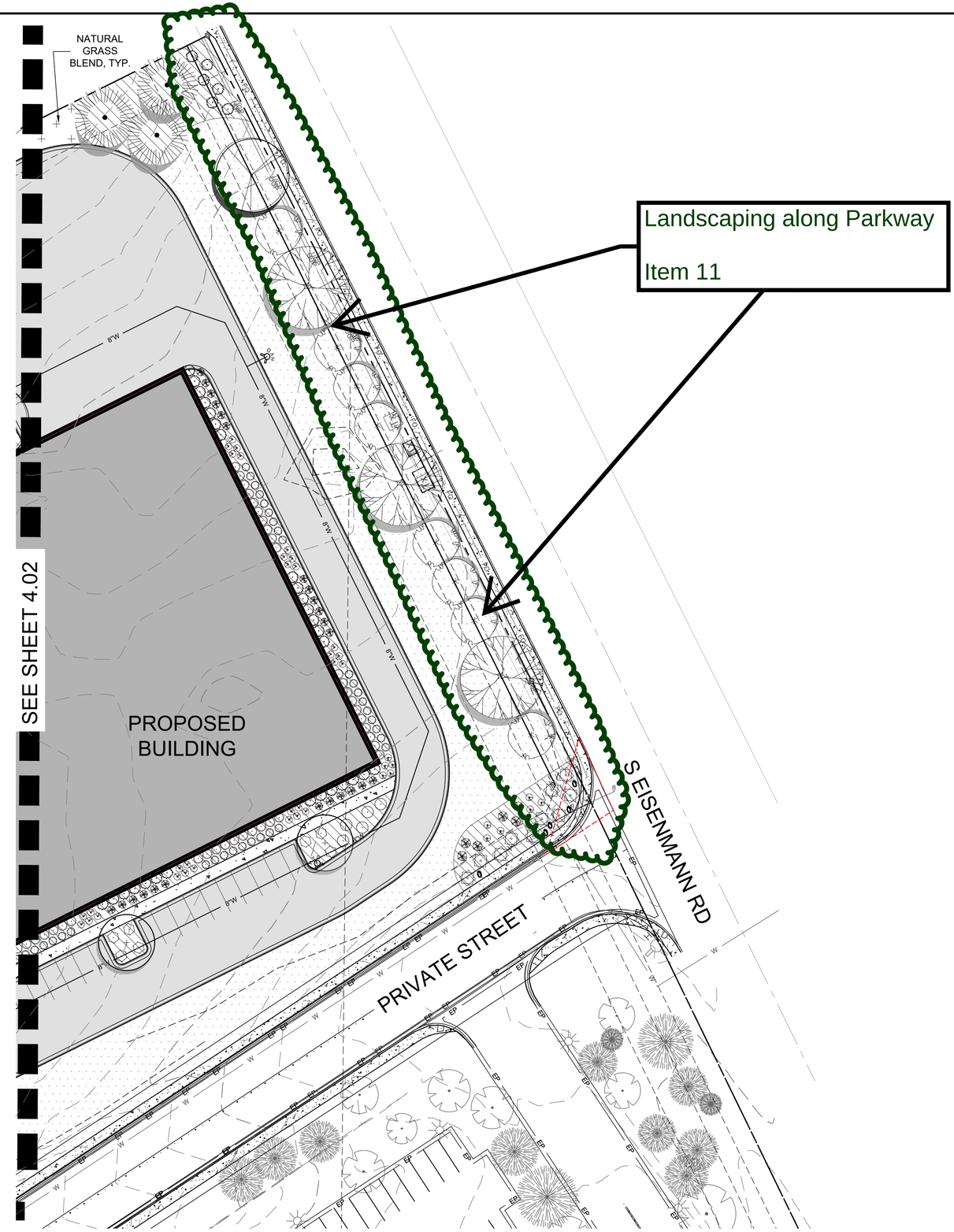
date
10.26.2021
drawn by
DAE
checked by
DAE
revisions

sheet number
A1.3
drawing type
preliminary
project number
21171

PLANT SCHEDULE

TREES	COMMON NAME	BOTANICAL NAME
	Parkway Maple	Acer platanoides 'Columnarbroad'
	Emerald Queen Norway Maple	Acer platanoides 'Emerald Queen'
	Common Hackberry	Celtis occidentalis
	Skyline Honey Locust	Gleditsia triacanthos inermis 'Skycole' TM
	Austrian Pine	Pinus nigra
SHRUBS	**COMMON NAME**	**BOTANICAL NAME**
	Coral Beauty Cotoneaster	Cotoneaster dammeri 'Coral Beauty'
	Compact Burning Bush	Euonymus alatus 'Compactus'
	Blue Rug Juniper	Juniperus horizontalis 'Blue Rug'
	Dwarf Mugo Pine	Pinus mugo 'Pumilio'
	Shrubby Cinquefoil	Potentilla fruticosa
	Gro-Low Fragrant Sumac	Rhus aromatica 'Gro-Low'
	Pink Knock Out Rose	Rosa x 'Radcon'
	Goldflame Spirea	Spiraea x bumalda 'Goldflame'
	Miss Kim Korean Lilac	Syringa pubescens patula 'Miss Kim'

NOTES
1. SEE GENERAL LANDSCAPE NOTES, SHEET L1.00.



PLANTING PLAN

0' 15' 30' 60' 90'

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DRAFT

BORDER SIZE	22"x34"
DESIGNED	S. ACEVEDO
DRAWN	S. ACEVEDO
CHECKED	J. SNYDER
APPROVED	J. SNYDER

REVISIONS

NO.	DESCRIPTION	DATE

T-O ENGINEERS
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
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BOISE • CODY • CHEYENNE • COEUR D'ALENE
HEBER CITY • MERIDIAN • NAMPA • SPOKANE

DESIGN REVIEW LANDSCAPE PLANS FOR:

RED RIVER COMMERCE

PLANTING PLAN

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE:	December 30, 2021
PROJECT:	210705
SHEET:	L4.03

Exhibit D
Schedule of Estimated Eligible Expenses for 951 East Gowen Road
(Page 1 of 2)

CCDC Participation Program

Type 2 Eligible Expenses Application Form

Actual Eligible Costs To Be Determined by CCDC

Project Name: Red River Logistics	*Plan Date:*	*By: Flint Development*

STREETSCAPE: (In right-of-way)

#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
	SITE PREPARATION:				
1	Surface demolition (Clear, grub & haul off)	SF	$ -	INC BELOW	$ -
2	Asphalt demolition (Removal & haul off)	SF	$ -	INC BELOW	$ -
3	Curb and gutter demolition	LF	$ -	INC BELOW	$ -
4	Saw cut asphalt	LF	$ -	INC BELOW	$ -
5	Replace subbase (Removal & Pitrun place & prep)	TN	$ -	0	$ -
6	Stand alone tree removal	EA	$ -	INC BELOW	$ -
	SIDEWALK WORK:				
7	Concrete sidewalk	SF	$ 6.00	53,295	$ 319,770.00
9	Pedestrian ramp	SF	$ -	INC ABOVE	$ -
10	Truncated dome	SF	$ -	INC ABOVE	$ -
11	Lawn parkway	SF	$ 20,000.00	1	$ 20,000.00
12	Irrigation	LS	$ 15,000.00	1	$ 15,000.00
	OTHER:				
13	Asphalt repair	SF	$ -	0	$ -
14	Concrete curb cut	EA	$ -	0	$ -
15	Vertical curb and gutter (6")	LF	$ 18.00	9270	$ 166,860.00
16	Myers cabinet	EA	$ -	0	$ -
17	Water meter	EA	$ -	0	$ -
	SITUATIONAL FURNISHINGS:				
18	Street trees	EA	$ -	INC ABOVE	$ -
19	Street Lights	EA	$ 15,444.38	13	$ 200,777.00
	OTHER:				
20	Lower Existing 12" Water Main	LF	$ 165.00	600	$ 99,000.00
21	TBD	0	$ -	0	$ -
	Total Streetscape Costs:				$ 821,407.00

Exhibit D
Schedule of Estimated Eligible Expenses for 951 East Gowen Road
(Page 2 of 2)

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

INFRASTRUCTURE & UTILITIES: (In right-of-way)

		UNIT	UNIT PRICE	QUANTITY	TOTAL COST
	STORM WATER MITIGATION:				
22	Surface demo	LS	$ -	0	$ -
23	Surface prep	LS	$ -	0	$ -
24	Finish materials (permeable pavers, etc.)	0	$ -	0	$ -
	UTILITIES:				
25	Power line (new/relocation/extension)	LS	$ 282,200.00	1	$ 282,200.00
26	Water main (new/relocation/extension)	LS	$ 382,250.00	1	$ 382,250.00
27	Sewer line	LS	$ -	0	$ -
28	City Fiber Optic Conduit Bank (new/relocation/extension)	LF	$ -	INC ABOVE	$ -
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	LS	$ 1,212,880.00	1	$ 1,212,880.00
33	Asphalt paving	SY	$ 24.98	21555	$ 538,524.00
	PATH:				
34	Surface demolition	SF	$ -	0	$ -
35	Surface prep	SF	$ -	0	$ -
36	Paving material	SF	$ -	0	$ -
	OTHER:				
37	5 Mile Creek Crossing - Bridge	LS	$ 550,000.00	1	$ 550,000.00
38	Storm Sewer Improvements	LS	$ 150,000.00	1	$ 150,000.00
	Total Infrastructure & Utilities Costs:				$ 3,115,854.00

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

SITE:

39	Brownfield Environmental Assessment	0	$ -	0	$ -
40	Brownfield Environmental Remediation	0	$ -	0	$ -
	OTHER:				
41	General Conditions (5% Construction Costs)	LS	$ 196,863.05	1	$ 196,863.05
42	TBD	0	$ -	0	$ -
	Total Site Costs:				$ 196,863.05

TOTAL ELIGIBLE COSTS: $4,134,124.05

Exhibit E
Schedule of Estimated Eligible Expenses for 7031 South Eisenman Road

CCDC Participation Program

Type 2 Eligible Expenses Application Form

Actual Eligible Costs To Be Determined by CCDC

Project Name: Red River Commerce Center	*Plan Date:*	*By: Flint Development*

STREETSCAPE: (In right-of-way)

#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
	SITE PREPARATION:				
1	Surface demolition (Clear, grub & haul off)	SF	$ 5.25	830	$ 4,357.50
2	Asphalt demolition (Removal & haul off)	SF	$ 5.25	830	$ 4,357.50
3	Curb and gutter demolition	LF	$ 10.00	75	$ 750.00
4	Saw cut asphalt	LF	$ 2.68	200	$ 535.00
5	Replace subbase (Removal & Pitrun place & prep)	TN	$ -	0	$ -
6	Stand alone tree removal	EA	$ -	INC BELOW	$ -
	SIDEWALK WORK:				
7	Concrete sidewalk	SF	$ -	INC BELOW	$ -
9	Pedestrian ramp	SF	$ -	INC BELOW	$ -
10	Truncated dome	SF	$ -	0	$ -
11	Lawn parkway	SF	$ 15,000.00	1	$ 15,000.00
12	Irrigation	LS	$ -	0	$ -
	OTHER:				
13	Asphalt repair	SF	$ -	0	$ -
14	Concrete curb cut	EA	$ -	0	$ -
15	Vertical curb and gutter (6")	LF	$ 20.00	75	$ 1,500.00
16	Myers cabinet	EA	$ -	0	$ -
17	Water meter	EA	$ -	0	$ -
	SITUATIONAL FURNISHINGS:				
18	Street trees	EA	$ -	0	$ -
19	Street Lights	EA	$ -	0	$ -
	OTHER:				
20	TBD	0	$ -	0	$ -
21	TBD	0	$ -	0	$ -
	Total Streetscape Costs:				$ 26,500.00

Exhibit E
Schedule of Estimated Eligible Expenses for 7031 South Eisenman Road
(Page 2 of 2)

	CCDC Participation Program Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC						
	INFRASTRUCTURE & UTILITIES: (In right-of-way)						
		UNIT	**UNIT PRICE**		**QUANTITY**	**TOTAL COST**	
	STORM WATER MITIGATION:						
22	Surface demo	LS	$	-	0	$	-
23	Surface prep	LS	$	-	0	$	-
24	Finish materials (permeable pavers, etc.)	0	$	-	0	$	-
	UTILITIES:						
25	Power line (new/relocation/extension)	LS	$	60,000.00	1	$	60,000.00
26	Water main (new/relocation/extension)	LS	$	-	0	$	-
27	Sewer line	LS	$	-	0	$	-
28	City Fiber Optic Conduit Bank (new/relocation/extension)	LF	$	-	INC ABOVE	$	-
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	SF	$	10.71	830	$	8,888.89
33	Asphalt paving	SY	$	50.00	92	$	4,611.11
	PATH:						
34	Surface demolition	SF	$	-	0	$	-
35	Surface prep	SF	$	-	0	$	-
36	Paving material	SF	$	-	0	$	-
	OTHER:						
37	TBD	LS	$	-	0	$	-
38	TBD	LS	$	-	0	$	-
	Total Infrastructure & Utilities Costs:					$	73,500.00
	CCDC Participation Program Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC						
	SITE:						
39	Brownfield Environmental Assessment	0	$	-	0	$	-
40	Brownfield Environmental Remediation	0	$	-	0	$	-
	OTHER:						
41	General Conditions (5% Construction Costs)	LS	$	5,000.00	1	$	5,000.00
42	TBD	0	$	-	0	$	-
	Total Site Costs:					$	5,000.00
	TOTAL ELIGIBLE COSTS:						$105,000.00

Exhibit F
Confirmation of Reimbursement (DRAFT)

CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE

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

WITNESSETH:

1. CCDC Contribution

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

2. Payment Schedule

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

CCDC shall make a total of 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 2021 tax year assessed value of the Site upon Final Completion of the Project and starting at Occupancy valuation year. The pre-improvement assessed value of the Site, as determined by the Ada County Assessor is - _____ dollars ($_____).

First Annual Payment – Due on or before September 30, 2025
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 2025.

Second Annual Payment – Due on or before September 30, 2026
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 2026.

Third Annual Payment – Due on or before September 30, 2027
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 2027.

Fourth Annual Payment – Due on or before September 30, 2028
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 2028.

Fifth Annual Payment – Due on or before September 30, 2029
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 2029.

Sixth Annual Payment – Due on or before September 30, 2030
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 2030.

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 six 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 six 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.

CCDC:
CAPITAL CITY DEVELOPMENT CORPORATION

By: _____
John Brunelle, Executive Director

_____
Date

PARTICIPANT:
RED RIVER LOGISTICS CENTER LLC

By: _____
Devin Schuster, Manager

_____
Date

And
RED RIVER COMMERCE CENTER LLC

By: _____
Devin Schuster, Manager

_____
Date

AGENDA BILL

Agenda Subject: Resolution No. 1743 - Approval of 9th Street and Bannock Street Intersection Geothermal Repairs Type 4 Partnership with Boise City	**Date:** February 14, 2022
Staff Contact: Karl Woods Senior Project Manager Mary Watson General Counsel	**Attachments:** Resolution No. 1743 which includes the Contribution Agreement
Action Requested: Adopt Resolution No. 1743 approving the Type 4 Capital Improvement Contribution Agreement with the City of Boise for 9th Street and Bannock Street Intersection Geothermal Repairs.	

Background:
Boise's geothermal system has critical lines in the vicinity of 9th Street and Bannock Street that provide service to a large portion of west downtown. These geothermal lines, and related assets, installed in the early 1980s are reaching the end of their useful life and need replacement. The City of Boise Division of Public Works is requesting funding assistance from the Agency for the needed repairs.

Ada County Highway District (ACHD) is planning to complete significant roadway improvements in this area beginning July 2022. Roadway sections will be replaced with concrete, making future underground utility work more difficult, more expensive, and representing a longer disruption to downtown businesses and commuters. To minimize future disruptions from the geothermal system, Public Works will replace geothermal lines prior to the roadway improvements. Coordination with the ACHD road project will minimize construction durations and reduce costs.

The Type 4 Capital Improvement Contribution Agreement ("Agreement") sets forth the Agency's commitment to reimburse Boise City Public Works the actual cost—not to exceed $250,000—for geothermal repairs. By Council Resolution 73-22, the Boise City Council approved this Agreement at its public meeting on February 1, 2022.

Fiscal Notes:
The Agency's FY2022 approved Capital Improvement Plan (CIP) includes $250,000 for the 9th Street and Bannock Street Intersection Geothermal Repairs. This funding augments a $261,480 contribution from Public Works for a project total budget of $511,480.

City staff believes the budget is adequate given that construction activity will be completed by City Utility Maintenance crews, along with the efficiencies created by collaborating with the ACHD project.

Staff Recommendation:
Staff recommends approval of Resolution No. 1743.

Suggested Motion:
I move to adopt Resolution No. 1743 approving the Type 4 Capital Improvement Contribution Agreement with the City of Boise for the 9th Street and Bannock Street Intersection Geothermal Repairs.

RESOLUTION NO. 1743

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 TYPE 4 CAPITAL IMPROVEMENT CONTRIBUTION AGREEMENT BETWEEN THE AGENCY AND THE CITY OF BOISE CITY, FOR 9TH STREET AND BANNOCK STREET INTERSECTION GEOTHERMAL REPAIRS; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS 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 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 is upgrading its geothermal system on Bannock Street between 9th and 10th Streets and on 9th Street between Jefferson and Idaho Streets, Boise (the "Project"), within the Westside Urban Renewal District, with said upgrading to be coordinated with the Ada County Highway District ("ACHD") plans to repave the area; and

WHEREAS, attached hereto as Exhibit A, and incorporated herein as if set forth in full, is the Type 4 Capital Improvement Contribution Agreement and exhibits thereto ("Agreement") with the City whereby the City will construct the Project and the Agency will reimburse certain expenses for the City to construct the public improvements as specified in the Agreement; and,

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

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

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

Section 2: That the Type 4 Agreement with the City, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Executive Director of the Agency is hereby authorized to sign and enter into the Type 4 Capital Improvement Contribution Agreement with the City 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 February 14, 2022, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 14, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on February 14, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

CAPITAL CITY DEVELOPMENT CORPORATION

CITY OF BOISE CITY, IDAHO

TYPE 4 CAPITAL IMPROVEMENT CONTRIBUTION AGREEMENT

9th Street and Bannock Street Intersection Geothermal Repairs

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

RECITALS

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

WHEREAS, the City is upgrading its geothermal system on Bannock Street between 9th and 10th Streets and on 9th Street between Jefferson and Idaho Streets, Boise (the "Project"), with said upgrading to be coordinated with the Ada County Highway District ("ACHD") plans to repave the area; and

WHEREAS, the Project area is located in the Westside Urban Renewal District wherein CCDC funds public utility improvements as an economic development tool to attract people and businesses to those districts; and

WHEREAS, the Project objectives are to replace aging geothermal pipes with more modern and durable pipe materials prior to concrete paving at the intersection, to improve system hydraulics overall, and to replace isolation valves for better system control, all to be completed by City Utility Maintenance crews; and,

WHEREAS, the City has requested CCDC's participation in the Project through CCDC's Participation Program, said request attached as Exhibit C, and CCDC has budgeted sufficient Agency funds in FY2022 for this expense; and,

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

AGREEMENT

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

1. Purpose. The purpose of this Agreement is to memorialize the Parties' agreement concerning the financial contributions for the improvement of portions of the geothermal system in downtown Boise.

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

3. Term. This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or 2.) September 30, 2022, whichever comes first.

4. Project Scope. The Parties agree to the following Scope of Work for the Project: Construction of main lines under Bannock Street between 9th Street and 10th Street, and on 9th Street between Jefferson Street and Idaho Street. The main lines to be located in the roadway below vehicle travel lanes. The Parties agree that the Project is depicted on Exhibit A.

5. Construction; Construction Responsibility. City agrees to construct the Project in accordance with City-designed plans and specifications. All survey work, easements, inspections, permits, payment of permit fees, design and engineering services, and construction materials shall be City's responsibility and obligation under this Agreement.

6. Reimbursement. CCDC shall reimburse City for public right-of-way expenses (the "Eligible Project Costs"), after said project-related expenses are incurred and documented and upon sufficiently detailed invoicing having been received by CCDC from City, an amount not to exceed TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000).

7. Method of Payment. CCDC and City have agreed upon a "Schedule of Eligible Project Costs," attached as Exhibit B, and hereby confirm the Schedule is sufficiently accurate for this Agreement and that actual total costs may end up being more or less than are shown on Exhibit B.

a. City shall invoice CCDC for actual costs incurred, up to a maximum of $250,000. With each invoice, City shall provide sufficient detail to CCDC regarding the actual costs incurred, including sufficient proof of payment to contractors and materials suppliers, with additional detail provided if requested by CCDC.

b. CCDC shall pay invoices within thirty (30) days after receipt; provided, however, that if CCDC disputes or disapproves any requested payment amount, the undisputed or approved amount shall be paid and the Parties shall exert cooperative efforts to resolve the disputed or disapproved amount as soon as practicable.

c. In order to contain all project-related costs in FY2022, CCDC can, at its option, remit to City a lump sum amount equal to this Agreement's outstanding balance at any time prior to September 30, 2022.

8. Project Management; Project Updates. City shall be responsible for managing all aspects of the Project under this Agreement. City shall be responsible for receipt and review of invoices from, as well as disbursement of payments to, contractors and all tiers of subcontractors and suppliers. City will provide periodic reports to CCDC on the progress of the Project.

9. Subordination of Reimbursement Obligations. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations previously entered into which have committed available CCDC FY2022 funds.

10. Maintenance After Construction. After construction, CCDC shall have no further financial obligation nor maintenance responsibility for the Project under this Agreement.

11. Promotion of Project. City shall recognize CCDC as a funding partner in any publicity, signage, reports, or documentation related to the Project. Either Party may promote the Project and involvement in this Agreement including information posted on websites and social media.

12. Warranty. The City shall require its contractor to warranty the Project work for a minimum period of one (1) year after completion of the Project.

13. Ownership. CCDC makes no claim now or in the future to any ownership of the geothermal improvements made under this Agreement.

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

a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.

b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.

c. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.

d. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.

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

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

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

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

If to CCDC: Karl Woods, Senior Project Manager
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
Kwoods@ccdcboise.com

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

If to Boise City: Jon Gunnerson, Geothermal Coordinator
Boise City Department of Public Works
150 N. Capitol Boulevard
Boise, Idaho 83701
Jgunnerson@cityofboise.org

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

19. Indemnification. The following indemnification provisions shall be deemed as separate and independent from this Agreement in the event there is any default, termination,

cancelation, or expiration of this Agreement and shall expressly survive any such default, termination, cancelation, or expiration:

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

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

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

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

22. Entire Agreement; Waivers. This Agreement, including its exhibits, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties for the subject matter herein. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and City.

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

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

25. Anti-Boycott Against Israel Certification. In accordance with Idaho Code Section 67-2346, City, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

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

FOR CCDC:

By: _____
John Brunelle, Executive Director

Date: _____

Approved as to form:

_____
Mary Watson, General Counsel

Date: _____

CCDC Budget Info / For Office Use	
Account	303-6250
Activity Code	22014
PO#	220028
Contract Term	September 30, 2022

FOR BOISE CITY:

By: _____
Lauren McLean, Mayor

Date: 2/1/2022

ATTEST:

_____
Lynda Lowry, *Ex-Officio* City Clerk

Date: 2/1/2022

Approved as to form:

_____
Rob Lockward, Deputy City Attorney

Date: 1/25/2022

EXHIBITS
A: Depiction of Project
B: Schedule of Eligible Project Costs
C: City of Boise Memo, dated December 22, 2021, describing

EXHIBIT A: Depiction of Project

GEO 213 - 9th Street and Bannock Street Geothermal Pipe Replacment

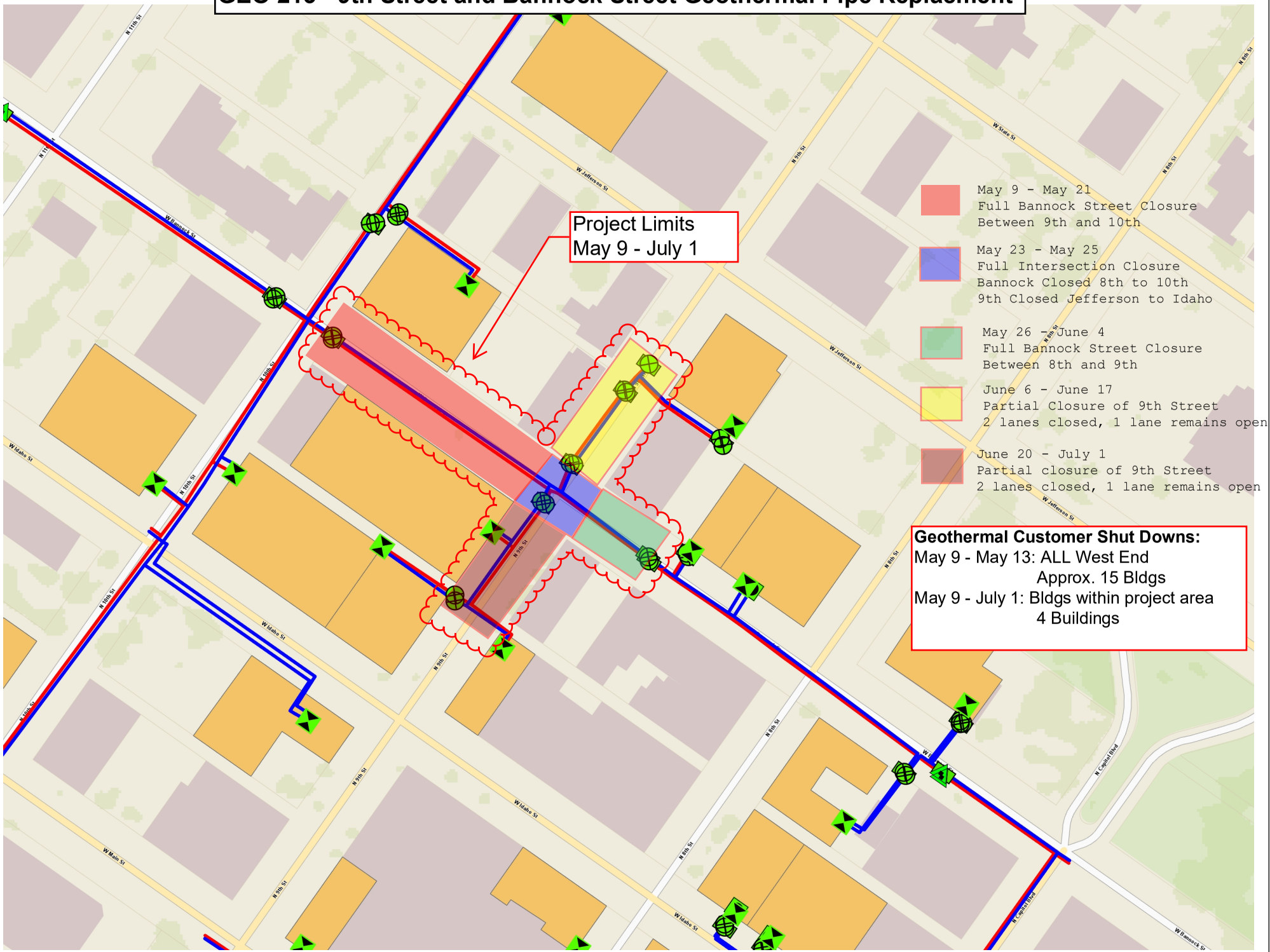


EXHIBIT B
SCHEDULE OF ELIGIBLE PROJECT COSTS

January 3, 2022
Jon Gunnerson, City of Boise

9th and Bannock Cost Estimate

Item	Unit	Price/Unit	Quantity	Cost
Materials	LS	$279,040.43	1	$279,040.43
Freight	LS	$35,000.00	1	$35,000.00
Traffic Control	LF	$25.00	870	$21,750.00
Trench Excavation	LF	$30.00	870	$26,100.00
Type B-2 Trench Bedding	LF	$15.00	870	$13,050.00
Type A Trench Backfill	LF	$5.00	870	$4,350.00
Type P Surface Restoration	LF	$35.00	870	$30,450.00
Service Connections	Each	$10,000.00	4	$40,000.00
Valves and Vaults	Each	$15,000.00	4	$60,000.00
Erosion and Sediment Control	LF	$2.00	870	$1,740.00
			PROJECT TOTAL	**$511,480.43**

EXHIBIT C

OFFICE OF THE MAYOR

MAYOR: Lauren McLean

MEMO

TO: Doug Woodruff, Development Director, CCDC

FROM: Sean Keithly, Economic Development Director, City of Boise

CC: Jon Gunnerson, Geothermal Coordinator, City of Boise Public Works

DATE: 12/22/2021

RE: 9th and Bannock St. Geothermal Upgrades – Funding Request

PROJECT BACKGROUND

Boise's geothermal system has lines located in 9th and Bannock Streets that provide service to a large portion of west downtown. These lines were installed in the early 1980's and are reaching the end of their useful life.

The Ada County Highway District (ACHD) is planning to complete significant roadway improvements in this area beginning July 2022, including replacement of the existing asphalt with concrete pavement. Geothermal lines in this area should be replaced prior to these significant roadway improvements. ACHD and the City often look for opportunities to combine projects in order to realize cost savings and minimize the impacts to local businesses and commuters.

This project would involve replacement of aging geothermal piping over nearly three (3) city blocks (located within the Westside Urban Renewal District) prior to roadway re-surfacing with concrete. Replacement of this piping prior to resurfacing will help to avoid costly near-term future upgrades that would require cutting and removal of concrete. The total anticipated cost is $500,000; the City of Boise plans to fund $250,000 of these improvements.

PROJECT SCHEDULE

To coordinate with the ACHD roadway project, geothermal construction would need to begin no later than June 2022. Schedule and funding details are as follows:

- November 2021 – Complete design (in house)
- January 2022 – Purchase materials ($300,000)
- May 2022 – Begin construction ($200,000)
    - Construction costs include traffic control, equipment rental, and misc. subcontractor costs.

REQUEST

The City of Boise requests $250,000 from CCDC to fund the remaining $250,000 balance of project costs.

AGENDA BILL

Agenda Subject: Transfer of Permanent Public Records to the City of Boise	**Date:** February 14, 2022
Staff Contact: Kathy Wanner, Contracts Manager	**Attachments:** A. Resolution 1741 Exhibit A: Declaration Exhibit B: Acceptance Form for Boise City Exhibit C: List of records to be transferred
Action Requested: Adopt Resolution 1741 approving the transfer of permanent public records to the City of Boise.	

Background:
Since the inception of urban renewal in Boise in the 1960s, the Agency's permanent public records have been retained and stored for future generations in order to help them understand the role of urban renewal in the City of Boise. Over the years the records have been stored in basements, file cabinets, boxes, and more recently at Idaho Records Management. These records present a fascinating look into Boise history but by the nature of their storage remain not easily accessed by the public.

In 2014, the Agency undertook a large records project. Through the efforts of Agency staff, consultant archivist Linda Morton-Keithley, and TAG Historical Research and Consulting, the Agency's Records Retention Policy was updated in accordance with state statute to adequately categorize the records as permanent, semi-permanent, temporary, or transitory. Then the records were boxed, filed, and moved into storage locations or destroyed according to the policy.

Around the same time as the Agency's records project, the City of Boise Arts & History Department was looking to develop a dedicated facility for the City's records management program. The facility was envisioned to house the City's archival collections, historical collections from various City departments, and permanent, historical records not generated by the City – including the Agency's permanent historical records. The City now has acquired a dedicated facility and staff archivist and has the resources to adequately store and maintain the Agency's permanent historical records in perpetuity.

The City has requested that 137 boxes of permanent public records be formally transferred at this time. A list of these permanent public records is attached. Adoption of Resolution 1741 and its attachment, the "*Declaration – Transfer of Permanent Public Records*," will formally accomplish this transfer for permanent ownership and maintenance.

Fiscal Notes:
The Agency will save an estimated $500 per year by moving the 137 boxes from Idaho Records Management.

Staff Recommendation:
Adopt Resolution 1741 transferring certain permanent public records to the City of Boise and authorizing the Executive Director to execute the Declaration.

Suggested Motion:
I move to adopt Resolution 1741 transferring certain permanent public records to the City of Boise and authorizing the Executive Director to execute the Declaration.

RESOLUTION NO. 1741

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

A RESOLUTION OF THE BOARD OF COMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, TO TRANSFER CERTAIN PERMANENT PUBLIC RECORDS TO THE CITY OF BOISE; AUTHORIZING AND DIRECTING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE "DECLARATION – TRANSFER OF PERMANENT PUBLIC RECORDS"; AUTHORIZING THE EXECUTIVE DIRECTOR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE DECLARATION; PROVIDING FOR ANY NECESSARY TECHNICAL CHANGES TO THE DECLARATION; 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 (the "Law"), and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (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 1987 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "Boise Central District Urban Renewal Plan") and, following said public hearing, the City adopted its Ordinance No. 5026 on August 19, 1987, approving the Boise Central District Urban Renewal Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the 1994 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "1994 Amended Urban Renewal Plan") and, following said public hearing, the City adopted its Ordinance No. 5597 on December 6, 1994, approving the 1994 Amended Urban Renewal Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the 2007 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "Central District Plan") and, following said public hearing, the City adopted its Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving the Central District Plan; and,

WHEREAS, the termination date for the Central District revenue allocation area as set forth in the Central District Plan was December 31, 2017, except for revenues received in 2018, and the City by its ORD-49-18 adopted October 9, 2018, pursuant to Idaho Code § 50-2903(5) provided for the termination of the revenue allocation area in the Central District Plan to be effective on or before December 31, 2018; and,

WHEREAS, 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 30th Street Plan and making certain findings; and,

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

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

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the State Street District Urban Renewal Project (the "State Street District Plan"), and following said public hearing the City adopted its Ordinance No. 45-21 on October 26, 2021, approving the State Street District Plan and making certain findings; and,

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

WHEREAS, Idaho Code defines public records and establishes requirements for the preservation of permanent public records and retention and disposition of semi-permanent and temporary public records; and,

WHEREAS, the Agency is a public agency and produces records considered to be permanent, semi-permanent, temporary, and transitory; and,

WHEREAS, the Agency Board adopted Resolution No. 1487 on March 13, 2017, approving a Public Records Retention Policy and Email Policy; and,

WHEREAS, Resolution 1487 states that retention of permanent records may be transferred to the City of Boise to retain in perpetuity; and,

WHEREAS, the City has a department dedicated to the retention and archiving of permanent and historic records; and,

WHEREAS, the City has made known its intention to permanently archive the Agency's records; and,

WHEREAS, the archived records will be adequately protected for future generations and accessible to the public; and,

WHEREAS, the City has requested that 137 boxes of permanent records be formally transferred from the Agency to the City; and,

WHEREAS, Agency staff has concluded that the 137 boxes of permanent records be transferred to the City for permanent ownership and archiving because the City is the most permanent institution available to insure and maintain the historic and permanent records of the Agency for the citizens of Boise; and,

WHEREAS, transferring the records would accurately reflect the Agency's recommendation that historic and permanent records be fully owned and maintained by the City of Boise; and,

WHEREAS, attached hereto as Exhibit A is a "*Declaration – Transfer of Permanent Public Records*" which Declaration includes a list of 137 separate boxes of permanent records currently retained by the Agency and proposed for formal transfer to the City; and,

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Declaration and to authorize the Agency Executive Director to execute the Declaration and to execute all necessary documents necessary to implement the transfer of permanent public records, subject to the conditions set forth below.

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 in this resolution are true and correct.

Section 2: That the "*Declaration – Transfer of Permanent Public Records*" transferring 137 boxes of permanent public records from the Agency to the City, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized and permitted to sign the "*Declaration – Transfer of Permanent Public Records*" and further permitted and directed to execute all necessary documents required to implement the actions contemplated by the Declaration, subject to representations by the Agency's legal counsel that all conditions precedent to actions and any necessary technical changes to the Declaration, or other documents, are consistent with the provisions of the Declaration as presented to the Agency Board at its February 14, 2022 meeting; and the Executive Director is further authorized, permitted and directed to perform any and all other duties required pursuant to said Declaration.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 14, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on February 14, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Dana Zuckerman, Chair

ATTEST:

BY: _____
Lauren McLean, Secretary

CCDC Resolution No. 1741
Exhibit A

DECLARATION – TRANSFER OF PERMANENT PUBLIC RECORDS

The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation ("CCDC"), is an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, being Idaho Code, Chapter 20, Title 50, as amended and supplemented (the "Law"). CCDC has retained permanent public records, as authorized by the Law and CCDC's Public Records Retention Policy and Email Policy. CCDC hereby transfers to the City of Boise (the "Donee") all rights, title, and interest in the property more particularly described on the schedule attached hereto. This transfer shall be made in the name of the Donee and shall be effective from and after February 14, 2022. It is the express intent of the undersigned that all incidents of absolute ownership of records set forth herein, including, but not limited to, maintenance, storage, insurance, risk of loss, and any adverse claims, be vested from said date forward in the Donee pursuant to this instrument.

DATED this _____ day of _____, 2022.

_____
John Brunelle, Executive Director
Capital City Development Corporation

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2022, before me, a Notary Public, personally appeared John Brunelle, the Executive Director of the Urban Renewal Agency of Boise City, an independent public body corporate and politic, organized under the laws of the state of Idaho, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the Capital City Development Corporation 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.

_____
Notary Public for Idaho
Residing at _____
Commission Expires _____

CCDC Resolution No. 1741
Exhibit B

ACCEPTANCE

I, Lauren McLean, Mayor of the City of Boise, do hereby acknowledge receipt of the transfer of permanent public records as more particularly described on the attached schedule, all of which are located in Boise, Ada County, Idaho, and do agree to accept the terms of said transfer.

DATED this _____ day of _____, 2022.

CITY OF BOISE

_____
Lauren McLean, Mayor

ATTEST

_____
Lynda Lowry, Ex-Officio City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2022, before me, a Notary Public, personally appeared Lauren McLean, the Mayor for the City of Boise, an independent public body corporate and politic, organized under the laws of the state of Idaho, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the City of Boise 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.

_____
Notary Public for Idaho
Residing at_____
Commission Expires_____

CCDC Resolution 1741
EXHIBIT C
LIST OF PERMANENT RECORDS TRANSFERRED TO CITY OF BOISE

IRM BARCODE #	CLIENT BOX #	RECORD SERIES	CONTENT DESCRIPTION	ALPHA/NUMERIC RANGE FROM/TO	DATE RANGE 00/00/00 TO 00/00/00	NOTES
392380	I-Box 1	I Admin and Ops	Annual reports; personal property inventories; executive director reports and confidential memos (1983-1984)	PERMANENT	1966-2013	3/4 full
392381	II-Box 1	II Agency history	Newspaper clippings	PERMANENT	c. 1968-1991	
392382	II-Box 2	II Agency history	Newspaper clippings	PERMANENT	1970-1978	
392383	II-Box 3	II Agency history	Newspaper clippings	PERMANENT	1980-1984	
392384	II-Box 4	II Agency history	Newspaper clippings	PERMANENT	1985-1986	
392385	II-Box 5	II Agency history	Newspaper clippings	PERMANENT	1998-2006	
392386	II-Box 6	II Agency history	Newspaper clippings	PERMANENT	c. 1970-2007	1/2 full
392387	II-Box 7	II Agency history	Slides	PERMANENT	c. 1960s-1980s	5 metal boxes
392388	II-Box 8	II Agency history	Slides and photo album	PERMANENT	c. 1970s and undated	slides in 3 carousels
392389	II-Box 9	II Agency history	Photos - ISHS photos on boards, metal box of prints and negatives, 3 folders of aerial views, loose b&w prints	PERMANENT	c. 1960s-1980s	
392390	II-Box 10	II Agency history	Photos - 5 miscellaneous albums, 3 folders of BRA Board and downtown Boise, loose photos and negatives	PERMANENT	c. 1960s-1990s	
392391	II-Box 11	II Agency history	Photos and slides - Egyptian Theatre condition reports, public art, small slide boxes, loose photos	PERMANENT	c. 1980s-1990s	
392392	II-Box 12	II Agency history	Photos and slides, albums in binders	PERMANENT	c. 1960s-1980s	
392393	II-Box 13	II Agency history	Photos - oversize album, photos of specific blocks, loose photos; clippings and other information re: competing mall sites in Boise and Ada County	PERMANENT	1969-c. 1990s	
460007	II-Box 15	II Agency history	Awards and Plaques	PERMANENT	1989-2005	Design Review Award 07/25/1989 Affordable Housing Award - 5/2012 James C. Howland Urban Enrichment Award 11/1989 The Office of the Mayor CoB State of Idaho Proclamation 06/09/1987 International Economic Development Council Excellence in Economic Development Award 2009 Design Review Award - Grove Street Parking Graage Plaza Design - 10/18/2005 River Plaza Dedication Award - 05/05/2000 Outstanding Planning Award For a Planning Tool - Idaho Planning Association - 09/26/2002 May in Motion 2015 Transportation Champion Silver Level May in Motion 2011 Transportation Champion Platinum Level May in Motion 2012 Transportation Champion Platinum Level May in Motion 2016 Transportation Champion Silver Level Boise Center 25th Anniversary commemorative paperweight 8th & Main Building – Gardner Company 2014 Commemorative Gift
392341	III-Box 1	III Board of Commissioners	Resolutions, 1-170	PERMANENT	1966-1971	
392342	III-Box 2	III Board of Commissioners	Resolutions, 171-301	PERMANENT	1971-1973	
392343	III-Box 3	III Board of Commissioners	Resolutions, 302-437	PERMANENT	1974-1978	
392344	III-Box 4	III Board of Commissioners	Resolutions, 438-581	PERMANENT	1979-1989	473-483 are missing
392345	III-Box 5	III Board of Commissioners	Resolutions, 582-689	PERMANENT	1989-1995	
392346	III-Box 6	III Board of Commissioners	Resolutions, 690-884	PERMANENT	1995-2002	
392347	III-Box 7	III Board of Commissioners	Resolutions, 885-1090	PERMANENT	2002-2007	

392348	III-Box 8	III Board of Commissioners	Resolutions, 1091-1318	PERMANENT	2007-2013	
392349	III-Box 9	III Board of Commissioners	Resolutions, 1319-1400	PERMANENT	2013-2015	1/3 full
392350	III-Box 10	III Board of Commissioners	Meeting minutes	PERMANENT	1966-1982	
392351	III-Box 11	III Board of Commissioners	Meeting minutes	PERMANENT	1982-1985	
392352	III-Box 12	III Board of Commissioners	Meeting minutes	PERMANENT	1985-1986	
392353	III-Box 13	III Board of Commissioners	Meeting minutes	PERMANENT	1987	
392354	III-Box 14	III Board of Commissioners	Meeting minutes	PERMANENT	1988-1989	
392355	III-Box 15	III Board of Commissioners	Meeting minutes	PERMANENT	1990-1993	Jan-Aug 1990 missing
392356	III-Box 16	III Board of Commissioners	Meeting minutes	PERMANENT	1994-1995	
392357	III-Box 17	III Board of Commissioners	Meeting minutes	PERMANENT	1996-1998	Jan-June 1996 missing
392358	III-Box 18	III Board of Commissioners	Meeting minutes	PERMANENT	1998-1999	Nov-Dec 1999 missing; includes one volume dated 1990-1999)
392359	III-Box 19	III Board of Commissioners	Meeting minutes	PERMANENT	2000-2012	
392360	III-Box 20	III Board of Commissioners	Board packets	PERMANENT	1967-1968; Oct. 1980-Dec. 1983; Jan - Mar 1986	Some minutes missing (or don't exist); early folders labeled: Agendas and meeting notices
392361	III-Box 21	III Board of Commissioners	Board packets	PERMANENT	Jan-June 1996; Nov-Dec 1999; 2000	Some minutes missing (or don't exist)
392362	III-Box 22	III Board of Commissioners	Board packets	PERMANENT	2001-Jan 2002	
392363	III-Box 23	III Board of Commissioners	Board packets	PERMANENT	Feb 2002-2003	
392364	III-Box 24	III Board of Commissioners	Board packets	PERMANENT	2004	
392365	III-Box 25	III Board of Commissioners	Board packets	PERMANENT	Jan. 2005-June 2006	
392366	III-Box 26	III Board of Commissioners	Board packets	PERMANENT	July 2006-March 2008	
392367	III-Box 27	III Board of Commissioners	Board packets	PERMANENT	April 2008-June 2010	
392368	III-Box 28	III Board of Commissioners	Board packets	PERMANENT	July 2010-2012	
392369	III-Box 29	III Board of Commissioners	Board orientation; Board retreats (including strategic planning and City Council briefing information); Executive Committee minutes	PERMANENT	2000-2013	
474420	XII-Box 1	XII Parking & Facilities	**PARKING STUDIES & ANALYSES, PARKING GARAGE FINANCING METHODS, OPERATION OF B.R.A. PARKING LOTS**	PERMANENT	1966-1994	**Parking Studies by Wilbur Smith & Associates** Boise City Center Parking Needs (aka shopping mall) 1-1974 Main Street Parking Study 11-16-1976 Parcel G Parking Garage (aka Grove St Garage) 2-1977 200-3b Parking - General (1977-86) 200-3b-1 Parking - Local (1968-1985) 200-3b-3 Financing Parking Structures (File 1) (1966-1977) 200-3b-3 Financing Parking Structures (File 2) (1977-1981) 200-3b-6b Wilbur Smith & Assoc - Parking Study (re: Parking Lots) (1976) 200-3b-8 Main Garage (in conjunction with Shopping Mall) (1977-1979) 200-4b-27b Consultants - Barton Aschman Associates - Boise Doqwntown Redevelopment Project Parking Analysis 4-25-1986 200-5h-21h Civic Center Parking Garage (SWC 6th & Idaho) - update facade; add auto lube business on first floor) - 1977-1978 200-8c-1 Parking Lots (Marlene Spence) - operations info on parking lots that B.R.A owned and operated on property that B.R.A. had bought, cleared and was holding as redevelopment site for shopping mall. Marlene Spence was operator. (1970-1983) 200-8c-3 Parking Operation - Bill Killian (1977-1980) Bids for Operating Parking Lots 1974, 1975

392306	XIII-Box 1	XIII Development Properties	**DEVELOPMENT PROPERTIES** **GENERAL ADMIN FILES** (Series 200-2 to 200-5) Priority Info; Proclaimer Certificates; Amendatory Policy Reports Filed with HUD 1969-1979; Intro files on Real Estate and Acquisition.	PERMANENT	1969-1982	**GENERAL ADMIN FILES** 200-2a-5 Priority Information 200-2a-6 Proclaimer Certificates 200-2a-7 Amendatory Policy 200-2d-3 REPORTS FILED WITH HUD 1969-1979 - (Semi-Annual; Relocation; Progress Reports; Status of Land Acquisition and Redevelopment; Annual Report) 200-5a - REAL ESTATE - General 200-5c - ACQUISITION - General 200-5c-2 - Early Land Acquisition 200-5c-3 - Property Owners 200-5c-3a - Property Owner Test Case (Yick Kong) 200-5c-4 - Price Concurrence 200-5c-5 - Condemnation 200-5c-6 - Closing Memos **NOTE**: More detailed case files on appraisals and acquisition of specific properties are later in this series.)
392307	XIII-Box 2	XIII Development Properties	**DEVELOPMENT PROPERTIES** **RELOCATION - ADMIN FILES** (Series 200-6) Lists of Property Owners, Occupants, Tenants; Informational Mailings; Relocation Resources; Regs; Grievance Procedures; HUD Correspondence/ Reports B.R.A Relocation Plan Uniform Relocation Act of 1971 HUD Regulations / Bulletins	PERMANENT	1969-1982	**RELOCATION - ADMIN FILES** (Series 200-6) 200-6a-1 - Relocation - General 200-6a-2 - Project Owner/Occupants 200-6a-2d - Broadbent Estate Inc 200-6a-3 - Project Tenants 200-6a-4 - Informational Mailings 200-6a-5 - Relocation Resources - Individuals 200-6b-1 - Relocation Regs, Bulletins, Memos 200-6b-1a - Grievance Procedures 200-6b-2 - Relocation Correspondence with HUD 200-6b-3 - Periodic Relocation Reports to HUD B.R.A. Relocation Plan Uniform Relocation Act of 1971 HUD Regulations / Bulletins **NOTE:** Case files on relocation of individual business owners/ tenants are in XIII-
392308	XIII-Box 3	XIII Development Properties	**ADMINISTRATIVE FILES RE: DEVELOPMENT PROPERTIES** **HISTORIC STRUCTURES** (Series 200-5c-8 and 300-5c-8) Historic Building Evaluation, Archeological Studies, Historic/ Architectural Material Recovery Program, Historic American Buildings Survey (HABS), Prelim. Case Reports/ MOA on Hist. Buildings; Coorespondence; Compliance Letters; Misc. Info B.R.A. Insurance Policies on Hist. Buildings	PERMANENT	1978-1990	**HISTORIC STRUCTURES** (Series 200-5c-8 / 300-5c-8) 300-5c-8c - Historic Building Evaluation 300-5c-8e - Archeological Studies 300-5c-8f - Historic & Architecural Materials Recovery Program 300-5c-8g - Historic Amer. Buildings Survey (HABS) Preparation of Prelim. Case Reports and MOA on Hist. Buildings - 1980-1986 Broadbent Bldg MOA; Falks HABS & MOA; Fidelity / Union Block In Block Files: Removal of De Lamar House - Block 21 Salvage of Historic/Architectural Elements from Kress Building - Block 45 Archeological Dig at Hip Sing Buiding - Block 22

392309	XIII-Box 4	XIII Development Properties	**DEVELOPMENT PROPERTIES** **HISTORIC STRUCTURES** - continued Historic Correspondence Coorespondence; Compliance Letters; Misc. Info B.R.A. Insurance Policies on Hist. Buildings; National Register of Hist. Places Historic Preservation - Misc BUILDING REHAB (300-7) PROPERTY MANAGEMENT (300-8) SITE IMPROVEMENTS (300-9)	PERMANENT	1971-1991	**HISTORIC STRUCTURES** - continued Historic Preservation Correspondence 1974-1987 Historic Preservation Compliance Letters 1986-1991 Historic Preservation 1993 - present Hist. Buildings - B.R.A. Property Insurance Policies National Register of Historic Places Historic Preservation - Miscellaneous Info BUILDING REHABILITATION (Series 300-7) - 2 files PROPERTY MANAGEMENT (Series 300-8) Notebook with Inventory Land Acquisition & Lease Info Property Management - Leaseable Space Rental Analysis Overland Hotel, Zacherson Apts; Broadbent Properties Site Improvements - General (Series 300-9) - 1 file
392310	XIII-Box 5	XIII Development Properties	**BUILDING SURVEYS** Project Areas 1 and 2; Blocks 1, 2, 3, 4, 8, 9, 10, 20, 21, 43, 44, 45, 52, 53; Blocks 7 and 23 (possible expansion areas).	PERMANENT	1969-1974	**BUILDING SURVEYS** Project Area 1: "Building Survey Report Summary" Report Original Building Surveys in Project Area 1 and 2 to assess structural condition; filed by blocks.
392311	XIII-Box 6	XIII Development Properties	**TITLE COMPANIES - CONTRACTS** **APPRAISER CONTRACTS & CORRESPONDENCE** Included in Appraiser Files: WINMAR SITE APPRAISALS (1978) By Marshall & Stevens / Meenach REUSE APPRAISAL FOR PA 1- Parcel A REUSE APPRAISAL FOR PA 2 - Parcel 3 By Coldwell Banker PROJECT AREA 1 - FIRST, SECOND AND THIRD REUSE APPRAISALS (1968 - 1971) PROJECT AREA 2 - REUSE APPRAISAL (1971)	PERMANENT	1968 - 1979	**TITLE COMPANIES - CONTRACTS** **APPRAISER CONTRACTS & CORRESPONDENCE** Administrative / Contract files for title companies (300-5b) Title Reports - Idaho Title Co (200-5b). Individual title reports in Acquisition Files. Appraisers - General (200-5d-1) Appraisers - General (300-5d-1) Appraisals - General (200-5d-1a) Contract files for appraisers (300-5d) . Certain appraiser files have project appraisals including: Coldwell Banker - Reuse Appraisal PA 1 - Parcel A and PA2 - Parcel 3 Marshall & Stevens - Winmar Site (1978) Meenach - Winmar Site (1978) Project Area 1 First Reuse Appraisal - 1968 (200-4b-3; 200-5d-1a) Second Reuse Appraisal - 1969 (200-4b-4; 200-5d-2) Third Reuse Appraisal - 1971 (200-4b-7; 200-5d-6, 6a) Project Area 2 Reuse Appraisal - 1971

392312	XIII-Box 7	XIII Development Properties	**APPRAISALS - PROJECT AREA 1** Property Appraisals - Project Area 1, Blocks 4, 8-10, 20-22 These appraisals done to estimate & budget for cost of land acquistion to accomplish UR Plan goals.	PERMANENT	1968-1973	**APPRAISALS - PROJECT AREA 1** 1968 - Johnston Master File & Data Book 1969 - Doyle Second Acquisition Appraisal Vol 1 - General Data Book Vol 2 - Blocks 8, 9, 22, Part of Block 4 Vol 3 - Blocks 10 & 20 Vol 4 - Blocks 4 & 21 1970 - Doyle - Block 8, Parcel 3; Block 9 Parcel 4 1973 - Doyle - Parcel 10-5 1970-72 - Harper - Blocks 4, 9, 10, 20-22 1970-71 - Onweiler - Blocks 8, 9, 10, 20, 21 These appraisals were done to estimate cost of land acquisition program to accomplish the urban renewal plan; appraisals also done later as part of real estate
392313	XIII-Box 8	XIII Development Properties	**APPRAISALS - PROJECT AREA 2** Property Appraisals - Project Area 2, Blocks 1, 2, 3, 43, 44, 45, 52, 53 These appraisals done to estimate & budget for cost of land acquistion to accomplish UR Plan goals.	PERMANENT	1970-1979	**APPRAISALS - PROJECT AREA 2** Project Area 2 1970 - Groberg Blocks 1, 2, 43, 44, 45, 52, 53 1971-72 Johnston & Pifari Master File; Data Book Appraisals for Blocks 1,2, 3, 43, 44, 45, 52 1972-74 Doyle Blocks 2, 3, 43; Block 1 - Sonna Bldg 1976-77 Meehach - Blocks 2, 43, 44 1977 - Idaho Land & Appraisal - Block 43 1979 - Mountain States Appraisal Blocks 44, 45 These appraisals were done to estimate cost of land acquisition program to accomplish the urban renewal plan; appraisals also done later as part of real estate transactions; filed in Property Acquisition Files.
392314	XIII-Box 9	XIII Development Properties	**PROPERTY ANAYLSIS & FIXTURE APPRAISALS** Property Analysis and Budget Estimates; five volume report for Project Area 2 - Blocks 1, 2, 3, 43, 44, 45 (1970); Individual fixture appraisals for 89 businesses by name in PA 2 (1970-1978)	PERMANENT	1970-1978	**PROPERTY ANAYLSIS & FIXTURE APPRAISALS** **Property Analysis Report** prepared to: Define appraisal coverage between real estate and immovable and movable fixtures. Determine budget estimates for acquiring movable fixtures; business relocation costs. Project number of Direct Loss of Property Claims. **Fixture appraisals** prepared to inventory fixtures and establish value to determine compensation

392315	XIII-Box 10	XIII Development Properties	**FIXTURE ACQUISTIONS** Project Area 1, Blocks 4, 8, 10 14 businesses Project Area 2, Blocks 2, 43, 44 16 businesses Individual packets of documents for specific businesses by name. Fixture lists, sale contracts, closing statements. Lawsuits re: fixture appraisals Skaggs Drug Center Block 3, Lots 7, 8, 9 Bouquet / Al Barro - Main St	PERMANENT	1970-1975	**FIXTURE ACQUISTIONS** Project Area 1, Blocks 4, 8, 10 Project Area 2, Blocks 2, 43, 44 Individual packet of documents for specific businesses by name. Packets labeled and filed by with Block, then Lots. Packet usually includes: Lists of fixtures, offer and contract, escrow closing statement, bill of sale. Sometimes includes petition from B.R.A to Ada County requesting removal of fixtures from tax roles. Civil Case No. 52410 - Skaggs Drug Center Block 3, Lots 7, 8, 9 - 130 N. 8th St Dispute over Fixture Appraisal Discovery; Interrogatories Appraisals - 1970, 1972, 1974, 1975 Civil Case No. 46512 - Bouquet / Al Barro Main St (no address given)
	XIII-Box 10 continued		**APPRAISALS** **RIVER STREET NEIGHBORHOOD** A.O. Miller Addition Block 1: Lots 1-15 and Lots 23-25 Lover's Lane Addition Block 1, Lots 18-22 Block 2, Lot 4	PERMANENT	1973	**APPRAISALS - RIVER STREET NEIGHBORHOOD** Prepared as part of work on Neighborhood Development Plan (NDP) for River Street Neighborhood - see XV Boxes 6 and 7. This area was not included in the original project areas (1-5) identified for Boise's urban renewal program using federal funding. Appraisals prepared by Harper A.O. Miller Addition - five reports Lover's Lane Addition - three reports
392316	XIII-Box 11	XIII Development Properties	**PROPERTY ACQUISITION** Land Acquisition Reference Materials, HUD Regs & Data **PROPERTY ACQUISITION - PA-1** Acquisition List for PA 1 & 2 Summaries File - Project Area 1 Closing Statements - Project Area 1 Title Info - Blocks 4, 8, 9 Individual Acquisition Files for parcels in Blocks 4, 8, 9 (Parcels 1-6); contain real estate transaction documents.	PERMANENT	1969-1973	**Land Acquisition Reference Materials, HUD Regs & Data** **Property Acquisition List for PA 1 & PA 2 with following data: Parcel #, Date of Purchase, Property Owner (Seller), Purchase Amount.** **Summaries File - Project Area 1** **Closing Statements File - Project Area 1** **Individual Acquistion Files** for: Block 4, Parcels 1-7 Block 4 - Title Info Folder (at start of Blk 4 section) Block 8, Parcels 1-9 Block 8 - Title Info Folder (at start of Blk 8 section) Block 9, Parcels 1-6 (Parcels 7-12 in next box) Block 9 - Title Info Folder (at start of Blk 9 section) Individual Files include: real estate contracts, closing statements, title insurance, deeds, HUD docs, correspondence. Some files include property appraisals and fixture appraisals.

392317	XIII-Box 12	XIII Development Properties	**PROPERTY ACQUISITION - PA 1** Title Info - Block 10 Individual Acquisition Files for Block 9 (Parcels 7-12) and Block 10; contain real estate transaction documents.	PERMANENT	1970-1973	**Individual Acquistion Files** for: Block 9, Parcels 7-12 Block 10, Parcels Parcels 1-12 Block 10 - Title Info Folder (at start of section) Individual Files include: real estate contracts, closing statements, title insurance, deeds, HUD docs, correspondence. Some files include property appraisals and fixture appraisals.
392318	XIII-Box 13	XIII Development Properties	**PROPERTY ACQUISITION - PA 1** Title Info - Blocks 20, 21, 22 Individual Acquisition Files for parcels in Blocks 20, 21, 22; contain real estate transaction documents.	PERMANENT	1969-1972	**Individual Acquistion Files** for: Block 20, Parcels 1-12 Block 20 - Title Info Folder (at start of section) Block 21, Parcels 1 - 8 Block 21 - Title Info Folder (at start of section) Block 22, Parcels 1-10 Block 22 - Title Info Folder (at start of section) Individual Files include: real estate contracts, closing statements, title insurance, deeds, HUD forms, correspondence. Some files include property appraisals and fixture appraisals. **Acquisition Data for Broadbent Estate Properties**
392319	XIII-Box 14	XIII Development Properties	**PROPERTY ACQUISITION - PA 2** Acquisition List for PA 1 & 2 Closing Statements - Project Area 2 Individual Acquisition Files for parcels in Blocks 1, 2 (Parcels 1-7 start); contain real estate transaction documents. Litigation Files Case No. 54322 re: Block 2, Parcel 3 - Commercial State Bank vs Simplot & B.R.A.	PERMANENT	1970-1976 1975-1979 Lawsuit	**Property Acquisition List for PA 1 & 2 with following data: Parcel #, Date of Purchase, Property Owner (Seller), Purchase Amount.** **Individual Acquistion Files** for: Block 1, Parcels 1-4 Block 1 - Title Info Folder (at start of section) Block 1 - A-Files 102, 104, 105, 106 files at end of section **(See NOTE below.)** Block 2, Parcels 1-7 (Start of 7; remainder in next box) Block 2 - Title Info Folder (at start of section) Individual Files include: real estate contracts, closing statements, title insurance, deeds, HUD docs, correspondence. Some files include property appraisals and fixture appraisals.
	XIII - Box 14 continued		(Notes on files in this box labeled with an "A" followed by number on tab - see last column.)			**NOTES on Files labeled with an "A" followed by a number on tab:** These files appear to be staff working files on acquistions, existing leases, correspondence, etc. Parcel reference number on the tab is first to the Block then to B.R.A.'s own parcel numbering system (not to legal lot numbers). The legal block and lots are noted in pen on the face of the manilla folder just below tab. Filed at the end of each Block section in BLOCK & LOT order (not in order by A-File number). **Litigation Files Case No. 54322 - Block 2 Parcel 3** Simplot vs Commercial State Bank and CSB vs Simplot & B.R.A.

392320	XIII-Box 15	XIII Development Properties	**PROPERTY ACQUISITION - PA 2** Individual Acquisition Files for parcels in Block 2 (Parcel 7 end) and Block 3; contain real estate transaction documents.	PERMANENT	1972-1978	**Individual Acquisition Files** for: Block 2, Parcel 7 (end) Block 2 - A-Files 109, 110, 101, 111, 103, 107, 108 (at end of section) Block 3, Parcels 1-6 Block 3 - Title Info Folder (at start of section) Block 3 - A-Files 116, 115, 114, 112 (at end of section) Individual Files include: real estate contracts, closing statements, title insurance, deeds, HUD docs, correspondence. Some files include property appraisals and fixture appraisals. **For A-Files, see NOTE in XIII Box 14 - continued row.** Filed by block and lot at end of Block section to which they pertain.
392321	XIII-Box 16	XIII Development Properties	**PROPERTY ACQUISITION - PA 2** Individual Acquisition Files for parcels in Block 43 (Parcels 1-9; contain real estate transaction documents.	PERMANENT	1972-1980	**Individual Acquisition Files** for: Block 43, Parcels 1-11 Block 43 - Title Info Folder (at start of section) Block 43 - A-Files in next box Individual Files include: real estate contracts, closing statements, title insurance, deeds, HUD forms, correspondence. Some files include property appraisals and fixture appraisals. **For A-Files, see NOTE in XIII Box 14 - continued row.** Filed by block and lot at end of Block section to which they pertain.
392322	XIII-Box 17	XIII Development Properties	**PROPERTY ACQUISITION - PA 2** Individual Acquisition Files for parcels in Block 43 (Parcels 10-11); Block 44 (Parcel 1 Start); contain real estate transaction documents.	PERMANENT	1970-1980	**Individual Acquisition Files** for: Block 43, Parcels 10-11 Block 43 - A-Files 112, 123, 124, 125, 117, 118, 119, 120, 121 (at end of section) Block 44, Parcel 1 (Start) Block 44 - Title Info Folder (at start of section) Block 44 -Files in next box Individual Files include: real estate contracts, closing statements, title insurance, deeds, HUD forms, correspondence. Some files include property appraisals and fixture appraisals. **For A-Files, see NOTE in XIII Box 14 - continued row.** Filed by block and lot at end of Block section to which they pertain.
392323	XIII-Box 18	XIII Development Properties	**PROPERTY ACQUISITION - PA 2** Individual Acquisition Files for parcels in Block 44 (Parcel 1 end to Parcel 7); Blocks 45, 52 and 53. contain real estate transaction documents. Litigation Case 65231 re: Block 44, Lot 7 - B.R.A. vs Van Deusen	PERMANENT	1970-1980 Lawsuit 1979-1981	**Individual Acquisition Files** for: Block 44, Parcel 1 (End) to Parcel 7 Block 44 - A-Files 130-133, 127-129 Block 45, Parcels 1-6 Block 45 - Title Info Folder (at start of section) Block 45 - A-Files 138-140, 134-137 Block 52 - Parcels 1-6/A-Files 141-146 Title Info Only Block 53 - Parcels 1-9 / A-Files 152-155, 147-151 Title Info Only Individual Files include: real estate contracts, closing statements, title insurance, deeds, HUD forms, correspondence. Some files include property appraisals and fixture appraisals. **For A-Files, see NOTE in Box XIII 14 - continued row.** Filed by block and lot at end of Block section to which they pertain. **Litigation Files Case No. 62531 - Block 44, Lot 7**

392324	XIII-Box 19	XIII Development Properties	**RELOCATION** Relocation Case Files - Blocks 2 & 3	PERMANENT	1971-1976	**NOTES for RELOCATION (XIII-Boxes 19 - 22)** Administrative Files on Relocation Program are in XIII-Box 2. Individual relocation cases are in Boxes 19-22. They are filed by block and then name of affected property owner / business / individual.
392325	XIII-Box 20	XIII Development Properties	**RELOCATION** Relocation Case Files - Blocks 4, 8, 9 (start)	PERMANENT	1969-1974	See Tabs in this spreadsheet labelled "Index to Reloc Files - by Name" and "Index to Reloc Files - by Block" for lookup tables that locate where individual case files are located in the Box system.
392326	XIII-Box 21	XIII Development Properties	**RELOCATION** Relocation Case Files - Blocks 9 (end) & 10	PERMANENT	1968-1975	The lookup tables connect the name of a business to the box where it is stored.
392327	XIII-Box 22	XIII Development Properties	**RELOCATION** Relocation Case Files - Blocks 20, 21, 22, 43, 44 & 45	PERMANENT	1969-1974	To do a complete search of all relocation materials, pull XIII Box 2 and Boxes 19 - 22.
392328	XIII-Box 23	XIII Development Properties	**DEMOLITION** (Series 200-9b & 300-9b) **ADMINISTRATIVE FILES - DEMOLITION PROGRAM** **DEMOLITION CASE FILES** Project Area 1 - 40 cases Project Area 2 - 5 cases Tech data on buildings, engineer's estimates, photographs of demo work, public notices, bid invitations, bids, contracts, cert. of completion	PERMANENT	1969-1976	**200-9b-1a Demolition - Administration** Bidding Procedures, Sample Contract Docs; HUD Docs, General Correspondence **200-9b-1b Demolition Program** Logs of Demolition Cases; Progress Reports; Data for Reports **200-9b-1c Demolition - Block 10 Program** 200-9b-1d **Demolition Contractors File** Lists/Literature from Firms/Correspondence Demolition Files for specific properties as follows: **Project Area 1 - Advertised Competitive Bids** 200-9b-2a (1) thru (26) - yellow tabs **Project Area 1 - Negotiated Contracts** 200-9b-2c (N-1) through (N-14) - yellow tabs **Project Area 2 - Advertised Competive Bids** 300-9b-2a (1) - white tab with black bar **Project Area 2 - Negotiated Contracts** **300-9**b-2c (N-1 to N-4) - white tabs with black bar
	XIII-Box 23 continued		(Notes on Demolition Files - see last column)			**NOTES ON DEMOLITION FILES (XIII Box 23):** Demolition Case Files typically include tech data on building, engineer's estimates, photographs, public notices, bid invitation, bids, contract, bonds, insurance, payroll sheets re: Davis-Bacon compliance, certificates. of completion, correspondence. Bid bonds and routine receipts more than 30 years old have been removed. See Tabs in this spreadsheet labelled "Index to Demo Files - by Job #" and "Index to Demo FIles - by Name" for lookup tables that locate where individual case files are located in the Box system. Cases also listed in logs in 200-9b-1b.

392329	**XIII-Box 24**	XIII Development Properties	**DEMOLITION continued** **SITE CLEARANCE & PREP AFTER DEMO (Series 200-9c)** Miscellaneous Negotiated Contracts (1970-1973) Site cleanup, grading, paving, fencing, repair of sidewalks after demolition of buildings. **CENTRAL DISTRICT - REDEVELOPMENT (Series 200)** Boise Cascade Urban Development Foundation **PROJECT AREAS 1-2 - GEN. STUDIES** Structural Surveys /Foundation Investigation/Real Estate Data Book Central Heating/Cooling Plant **DT SHOPPING MALL - INITIAL DESIGNS** (by consultants for B.R.A.) Skidmore, Ownings , Merrill - PA 1 Gruen - PA 1 & 2	PERMANENT	1967-1972	**SITE CLEARANCE & PREP AFTER DEMO** 200-9c Miscellaneous Negotiated Contracts List of contracts with summary info at front of file. Street Improvements - Block11 (west side of 10th St) 200-9c-8 Continental Life and Accident Co 200-9c-12 Commercial State Bank **CENTRAL DISTRICT - REDEVELOPMENT** (Series 200-1 to 200-5 - XIII Boxes 24 - 35) **PROJECT AREAS 1-2 - GENERAL STUDIES** 200-1 Consultants Interested in Urban Renewal **200-1b Boise Cascade Urban Development Foundation** (Contract 11-8-1967). Hired to provide services/expertise as advisor/consultant to B.R.A. on urban renewal program (Cost: $1.00 per year). Team included Skidmore, Owings & Merrill (SOM) & Ernst & Ernst. 300-2b-1 - Boise City/CH2M Hill Structural Survey 300-2b-2 - Real Estate Research - Data Book 300-3b-1 - Foundation Investigation (PA-2) 200-3f-1-2 - Reg. DT Shopping Center - General 200-3g - Central Heating/Cooling Plant
	XIII-Box 24 continued	XIII Development Properties	(Continuation of notes on contents of Box 24 - see last column.)			**DT SHOPPING MALL - INITIAL DESIGNS** B.R.A commissioned design concepts from SOM (PA 1) and Gruen Associates (PA-2). Gruen later hired to refine SOM's initial design concept, and unify the design concept for an 8-block shopping mall. **No developer(s) in the picture yet.** **200-4b-1a & 1b Skidmore, Owings, Merrill (SOM) - Architectural Design - PA 1** **200-4b-1a - Original Urban Renewal Plan for PA 1 - 1968** **200-4b-2a &2b - Ernst & Ernst - Financial Feasibility/ Land Use & Marketability** 200-4b-6a Gruen - DT Shopping Mall - General **200-4b-6b Gruen - PA 2 - Architectural Design** **200-4b-6c Gruen - PA 1 - Design Concept Refinement/Parking Facilities/Mall Systems/** **Construction Cost Estimates** Progressive versions of SOM and Gruen shopping mall design, perspective renderings, misc graphics in files in Boxes XIII-24 & 25.

392330	XIII-Box 25	XIII Development Properties	**DT SHOPPING MALL - INITIAL DESIGNS** (by consultants for B.R.A.) Gruen - Heating & Cooling Plant Gruen - Graphics illustrating site plan / sections / circulation / merchandising layout Market Analysis for DT Shopping Mall - Economics Research Associates - 1977 **LAND DISPOSITION - General Info (Series 200-5g)** **REDEVELOPERS** **(Series 200-5h)** **Hotel Developers - General** **Boise Cascade Corporation - selected as DT Shopping Mall developer (1970 - 1972)**	PERMANENT	1968-1979 Marketing in Wall St Journal 1977, 1983	**DT SHOPPING MALL - INITIAL DESIGNS** (continued) 200-4b-6d - Gruen - Heating & Cooling Plant 200-4b-6e - Gruen - Graphics illustrating site plan; sections; circulation; merchandizing layout prepared by Gruen Associates & subconsultants (4 files and two envelopes w materials) 200-4b-10 - Analysis of Market Support for Proposed DT Shopping Mall / Economics Research Associates - 1977 **LAND DISPOSITION** (Series 200-5g) 200-5g-5 Land Disposition 200-5g-6 Marketing - Wall Street Journal **REDEVELOPERS** 200-5h-1 Redevelopers - General (2 Files) 200-5h-1a Paul B Larsen (Liaison w Dept. Stores & Developers 200-5h-1b Hotel Developers
	XIII - Box 25 continued		**See previous line.**	PERMANENT		**REDEVELOPERS - con't** 200-5h-4 Daum Development Company 200-5h-6 R.T. Nahas 200-5h-9 Pankow Construction Company 200-5h-10 Urban Properties, Inc. 200-5h-10a Newman Properties 200-5h-10b Eddy & Paynter Associates 200-5h-10e Cline, Smull, Hamill, Shaw & Associates 200-5h-11 Boise Cascade Corporation 200-5h-12 Greater Boise Chamber of Commerce (Office Building on Capitol Blvd)
	XIII-Box 25 continued		(Notes on Boise Cascade as DT Shopping Mall Developer - see last column.)			**NOTES on Boise Cascade as DT Shopping Mall Developer.** HUD regulations contained abolute prohibition against general consultant acquiring any direct or indirect interest in an urban renewal project (i.e. cannot also act as consultant and redeveloper at same time). Boise Cascade Foundation (BCF) hired by B.R.A. as planning consultant 11/8/1967. B.R.A passed Reso 75 on 1/8/1970 terminating agmt with BCF. B.R.A. passed Reso 88 on 4/8/1970 stating, since BCF no longer consultant, then HUD regulation no longer applies and Boise Cascade Corporation may compete/act as redeveloper in PA 1. Boise Cascade Corporation (BCC) presented prosposal for development of Boise Center and offer to negotiate land disposition contract with B.R.A. for PA 1. Proposal & offer accepted by B.R.A. on 5/4/1970. Competitive selection process for design team -Gruen Associates; Eddy & Paynter Assoc; Cline Smull, Hammill, Shaw & Assoc. B.R.A approved Reso 202 on 4/18/1972 releasing BCC of its obligations as the shopping mall developer by mutural agreement.

392331	XIII-Box 26	XIII Development Properties	**REDEVELOPERS (Series 200-5h)** - continued Able Investments - Hotel/Office Blk 22 / Blk 10 International Motor Hotels - Blk 22 **DAYTON HUDSON PROPERTIES** **BOISE PROJECT** DT Shopping Mall - PA 1 & PA2 1972-1977 Series 200-5h-18 Chronological Corresp. Files (Project schedule; financial feasibility; parking structure cost estimates; design work; prospective mall tenants; community response.) Prospective Mall Tenants	PERMANENT	1971-1977	**REDEVELOPERS (Series 200-5h)** - continued 200-5h-13 Able Investments, Inc (Hotel / Office Building Developer 1971-1979) Block 22 / Block 10 200-5h-17 International Motor Hotels - Block 22 200-5h-18 Dayton Hudson Properties (DHP) - Chronological Files 1972 - 1977 (includes literature on DHP; project schedule; financial feasibility; parking structure cost estimates; design work, prospective mall tenants; community response; etc.) 200-5h-18a DHP Agreement 200-5h-18b DHP Mall - Common Area Maintenance 200-5h-18c DHP Mall - Parking Garage Corresp. Parking Garage Cost Estimates - Spreadsheets Dec 1972 200-5h-18d DHP Mall - Prospective Mall Tenants (Department Stores) 200-5h-18d (1) JC Penny's (2 files) 200-5h-18d (2) ZCMI
392332	XIII-Box 27	XIII Development Properties	**DAYTON HUDSON PROPERTIES** **BOISE PROJECT** DT Shopping Mall - PA 1 & PA2 1972-1977 Series 200-5h Environmental Impact 1973-1974 DT Mall Drawings & Plans 1972-1977 Reports - 1972-1975 (Retail analysis, site analysis, specs; project summary) Boise Auto Mart - Block 20 Alternate Redevelopers to DHP (1975-78) Continental Life - PA 1 Wright-Oppenheimer-Graham - PA 1 & PA 2 J.A. Terteling & Sons - PA 2 Westwater Hotel Mgmt - Blk 22	PERMANENT	1972 - 1979	**DAYTON HUDSON PROPERTIES** - continued 200-5h-18e DHP Environmental Impact 1973-1974 200-5h-18f DHP - BOISE PROJECT Drawings & Plans 1972-1977 200-5h-18g DHP - BOISE PROJECT Reports Retail Development Analysis - Aug 1972 Preliminary Outline Specs - Nov 1972 Site Analysis - Dec 1972 Project Summary - Jan 1975 200-5h-18x GRUEN ASSOCIATES (DHP / Boise Project - Architects 200-5h-19 Boise Auto Mart - Block 20 200-5h-21 City Hall/Ada County Administration Building - see Block Files - Blk 4 Master Developers - as alternatives to DHP 200-5h-22 Continental Life & Accident Co. - Proposal for PA-1 - Blks 8-10, 20-22 200-5h-23 Emkay Development Co - PA 1 /Block 8 (Initial developer for Idaho First National Bank Tower - now US Bank Tower) - see Block Files - Blk 8 200-5h-24 Wright-Oppenheimer-Graham (WOG) - Proposal for PA-1 & PA-2. 200-5h-25 J.A. Terteling & Sons PA 2 - Blks 2, 3, 43, 44 200-5h-27 Westwater Hotel Mgmt - Block 22

392340	XIII-Box 28	XIII Development Properties	**WINMAR** **MASTER DEVELOPER 1977 - 1984** **BOISE CITY CENTER** **Series 200-5h-32 to 32a** General Press Clippings Annual Reports / Publications Option Agreement - 1977 DDA - 1987-1984 Parking Agreements 1980-1983 Plans & Renderings/ Aerials	PERMANENT	1977-1984	**WINMAR - Start** Timeline /Acomplishments/Obstacles overcome in Winmar Era 200-5h-32 - General 200-5h-32 - Press Clippings 1977-1981 200-5h-32 - WINMAR - Annual reports / publications 200-5h-32a - Option Agreement - 1977 200-5h-32a - Summaries of Agreements 1981-1983 200-5h-32a - Disposition & Develop Agmt 1987-1984 200-5h-32a - Parking Agreements 1980-1983 200-5h-32a - Site Plan/ Floorplans/ Elevations/ Perspective Drawings/ Renderings/ Aerials Boise City Center Marketing Brochure
392333	XIII-Box 29	XIII Development Properties	**WINMAR** **MASTER DEVELOPER 1977 - 1984** **BOISE CITY CENTER** **Series 200-5h-32a-1 to 32a-3** Implementation Agreements (Amendments to DDA) Assessment of Impact on Historic Environment Environ. Assessment & Variance Petition for Parking Garages Early Entry Agmts for Historic Buildings (Alexander; Idaho; Eastman) Termination of DDA - 1984	PERMANENT	1981-1984	**WINMAR - continued** 200-5h-32a-1 - Implementation Agreements (Amendments) to DDA 200-5h-32a-2 - Impact on Historic Environment - Assessment by Lombard 200-2c-7a - Application for Permit to Construct Indirect Sources (environmental assessment of parking garages expected to be built with Boise City Center) - 1977-1979 200-5h-32a-2 - Environ. Variance Petition Submitted for Pkng Garages to Idaho Dept of Health & Welfare (air pollution) - 1979 200-5h-32a-2a - Alexander Bldg - Early Entry Agmt - Building Inspection 200-5h-32a-2b - Alexander Bldg - Early Entry Agmt - Remodeling 200-5h-32a-2c - Idaho Bldg - Early Entry Agmt - Restoration 200-5h-32a-2d - Eastman Building - Demolition 200-5h-32a-3 - Termination of DDA - General 1984
	XIII-Box 29 continued	XIII Development Properties	Notes on 1984 Termination Agreement - see last column.	PERMANENT	1981-1984	**NOTES on 1984 Termination Agreement**. Based on skimming the files - B.R.A sold mall site to Winmar on 6-2-1981. There was a public controversy over whether WINMAR should be paying property taxes since the mall site had changed from public to private ownership. However, mall had not been constructed between 1981-1984, so WINMAR had no income from a mall. B.R.A terminated DDA, and WINMAR reconveyed the land back to B.R.A. in 1984. Back taxes were paid from the escrow account. (In hindsight, transfer of land in 1981 was premature. WINMAR was never able to sign more than two department stores for Boise Project. In 7-7-1983 letter, Mayor Dick Eardley wrote to Rouse Company that The Bon and Nordstrom steadfastly committed to downtown; Sears, Pennys and ZCMI steadfastly adhering to suburban strategy; B.R.A. believed at least three dept. stores needed for DT mall to be successful. Starting in 1981, B.R.A started getting proposals from other developers who wanted to take on the mall project. See Notes on Boxes 31 and 32.) Meanwhile there was active effort by Daum Industries Inc to obtain approval for a shopping center called Westpark where Boise Town Square is now located. Effort was ultimately successful.

392334	XIII-Box 30	XIII Development Properties	**WINMAR** **MASTER DEVELOPER 1977 - 1984** **BOISE CITY CENTER** **Series 200-5h-32a-4 to 200-5h-32f** Market Studies Land Sale from B.R.A. to Winmar - 1981; Reconveyance to B.R.A. - 1984 Re-Use Appraisals 1978-1979 Citizen Opposition Alternate Developers	PERMANENT	1981-1984	**WINMAR - End** 200-5h-32a-4 Market Studies Martket Analysis of Dept. Store Sales (Sales Projections) - 1981 200-5h-32a-6 Land Sale (B.R.A. to Winmar) - General 200-5h-32a-6a Land Sale - Agmt, Documents, Title Report 200-5h-32a-6b - Land Sale - Public Briefing 200-5h-32a-6c - Land Sale - Reconveyance to B.R.A. 200-5h-32b - Re-Use Appraisals - 1978-1979 200-5h-32c - Local Partners (Oppenheimer / Broadbent / Futura) 200-5h-32d - WINMAR Citizens Advisory Committees (DT Merchants / Energy Conservation / Redevelopment Design & Impacts / Traffic Flow) 200-5h-32e - Utility Plans 200-5h-32f - Citizen Opposition/Alternate Development Proposals Boise Now - 1978 (Alt. Development Proposal) Boise United - 1983 Boise Recall Committee 1983 200-5h-32g - WESTPARK literature - WINMAR's competition (now Boise Towne
	XIII- Box 31 / 32	XIII Development Properties	**Notes on Boxes 31 and 32 -** **See last column**			**Notes on Boxes 31 and 32** As it became more and more apparent that WINMAR would not unable to sign a sufficient number of department stores needed to finance the 8-block mall project, B.R.A.began getting/entertaining proposals from other developers that wanted the opportunity to do the project even though the WINMAR DDA was still in place (terminated 12-1984). American City Corporation (subsidiary of Rouse Company) submitted proposals in 1982 and 1983. Price Development Company submitted concept design in 1981; proposal in 5/1983. Price proposal presented to B.R.A. board in 10/25/1983. Board was considering reassignment of WINMAR rights to Price. Board decided to terminate WINMAR DDA and conduct a competitive process instead, and directed that a RFP for master redevelopers be issued. RFP issued on 12/1/1983. Submittals received from Price and Taubman; Rouse Company sent letter affirming interest; proposal sent in 5/1983 should be used as their proposal for RFP. Only Price and Taubman proposals were evaluated.

392335	XIII-Box 31	XIII Development Properties	**ALTERNATE REDEVELOPERS (after WINMAR)** **Series 200-5h-36 to 200-5h-39** 36-American City Corporation 1982 and 1983 Proposals 37-Price Development Company 1981, 1983 and 1984 Proposals 38-Taubman Company 1984 Proposal Transcripts of Selection Advisory Committee interviews with Price and Taubman Price vs B.R.A. - Lawsuit re: Developer Selection Process	PERMANENT	1981-1984	**ALTERNATE REDEVELOPERS (after WINMAR)** **Series 200-5h-36 to 200-5h-39** **Files in Box 31 include materials submitted for 1983-1984 RFP Process (see Box 32 for RFP selection process)** 200-5h-36-American City Corporation (subsidiary of Rouse Company) - 1982 & 1983 Proposals 200-5h-37-Price Development Company - 1981 concept & 1983 proposal before 1984 RFP issued. 200-5h-37-a Price - Proposal submitted for 1984 RFP 200-5h-37-a Price - Transcript of Interview w Selection Advisory Committee (SAC) 200-5h-37-b PRICE vs B.R.A. - Lawsuit re: Developer Selection Process 200-5h-38 Taubman Company - General 200-5h-38a Taubman - Proposal for 1984 RFP 200-5h-38a-1 Taubman - Selection Process 200-5h-38a-1 Taubman - Transcript of Interview w SAC See Box 32 for 1983-1984 RFP Process
392336	XIII-Box 32	XIII Development Properties	**ALTERNATE REDEVELOPERS (after WINMAR)** **1983-1984 RFP PROCESS** **Series 200-5h-38 to 200-5h-39** 38-Taubman Company - continued Negotiation Agreement & DDA Press Releases Traffic Studies / Financial Options 39-Rouse Company **1983-1984 RFP PROCESS** **Series 200-5i - Requests for Proposal / Developer Selection Process** General RFP Document Evaluation/Selection Process Ada County Commissioners Fact Finding Trip re: DT Redevlelopmt	PERMANENT	1981-1984	**ALTERNATE REDEVELOPERS (after WINMAR)** **1983-1984 RFP PROCESS** **Series 200-5h-38 to 200-5h-39** 200-5h-38 -Taubman Company - continued 200-5h-38a-2 - Taubman Negotiation Agreement / Letter of Credit 200-5h-38b - Taubman DDA 200-5h-38c - Taubman Press Releases 200-5h-38d - Traffic Studies 200-5h-38e - Financing Options 39-Rouse Company - Correspondence Rouse Company sent letter affirming interest; proposal sent in 5/1983 should be sufficient as their submittal for RFP (see Box 31). **1983-1984 RFP PROCESS** **Series 200-5i - Requests for Proposal / Developer Selecction Process** General RFP with all attachments as issued RFP document w graphics/some attachments Developer Evaluation/Selection Process 200-5i-X Ada County Commissioners trip to Los Angeles, Seatle, Salt Lake City to

392337	XIII-Box 33	XIII Development Properties	**1985 RFP PROCESS** **Series 200-5j** **1985 Requests for Proposals - General** **Chron File from Mar 1984 - Dec 1985** **General Developer Selection Process - Project Notebook** **Findings of Fact and Selection of Developers for ERNs** **Developer Proposals**	PERMANENT	1984-1987	**1985 RFP PROCESS** **Series 200-5j** **200-5j - 1985 Requests for Proposals - General** **General Developer Selection Process - Project Notebook** **Findings of Fact and Selection of Developers for ERNs** **Developer Proposals in Individual Files numbered 200-5j-1 thru 200-5j-21.** **Developer proposals in Box 33 are:** 1-Chapterhouse Bookstore - 1985 2-Modish - 1985 3-W.H. Moseley - 1985-1987 3a - W.H. Moseley - 1986-1987 (Boise City Nat'l Bank) 4-Brookover's' Inc - 1985 5-Hawkins & Associates - 1985 6-Fidelity Associates (Fidelity Building) (1985-1986) 7-The Mode Ltd. - 1985 8-Lancey/Whipple/Clemens - 1985 9-Thomas T. Wright Company - 1985 10-EBCO, Inc (1985-1987)
392338	XIII-Box 34	XIII Development Properties	**1985 RFP PROCESS** **Series 200-5j** **Developer Proposals**	PERMANENT	1985-1987	**1985 RFP PROCESS** **Series 200-5j** **Developer proposals in Box 34 are:** 12-Oppenheimer Development Corp. (1985-1987) 13-James Struckman & Associates - 1985 14-Moore Financial Group 1985-1987 15-Wright-Leasure Development Co/EBCO - Blocks 2, 3 and 43 (1985-1987) 15a- Wright Leasure Development Co/Winder-Leasure Realty CO - Alexander Building (1985-1987)

392339	XIII-Box 35	XIII Development Properties	**1985 RFP PROCESS** **Series 200-5j** **Developer Proposals** **Evaluation Committee Findings & Recommendations** **Exclusive Right to Negotiate Agmts - Reso 504** **Developer Negotiations** **Project Implementation** **Parking/Parking Committee** **DT Circulation Study** **Development Plan Approval Committee** **Mgmt, Maintenance & Marketing Program**	PERMANENT	1985-1986	**1985 RFP PROCESS** **Series 200-5j** **Developer proposals in Box 35 are:** 16-Ballou-Lattimer Drug Company - 1985 17-Planning Dynamics (potential partner: Upland Industries Corp., subsidiary of Union Pacific (1985-1986) 18-Parklane Development Co - 1985 19-EBCO/Oppenheimer/Wright Leasure Development Co - statement of cooperation (not proposal) (1985-1986) 20-Holmes & Perry - 1985 21-Boise Secretarial School -1985 200-5j-22 - 1985 RFP Evaluation Committee "Findings of Fact & Recommendations" 200-5j-23 - Exclusive Right to Negotiate Agreements (Reso 504 - granting ERNs to selected developers) 200-5j-24 - Developer Negotiations 200-5j-25 - Project Implementation 200-5j-27 - Parking / Parking Committee (includes Parking Analysis Report) 200-5j-28 - DT Circulation Study 200-5j-30 - Development Plan Approval Committee 200-5j-31 - Disposition & Development Agreement (DDA) Committee (this item not yet added to box) 200-5j-32 - Management, Maintenance & Marketing Program
392396	XIII - Box 36	XIII Development Properties	**BLOCK 1** **Central District (PA-2) 1971-2001** **Westside District 2001-2025** **IDANHA HOTEL (Lots 1 & 2)** **Building Rehab** **JC PENNYS & SONNA BLDGS (Lots 2-6)** **ODD FELLOWS BLDG - 115 N. 9th St** **BLOCK 2** **Central DIstrict (PA 2) 1971-2017** **ALEXANDER BLDG - Lot 1** Chron/Rehab Files - 1986-1989	PERMANENT	1973-1993	**BLOCK 1** **IDANHA HOTEL - Rehab (1973-1986)** Rehabilitation Structural Analysis Report - 1974 (prepared for B.R.A.) Contract for preparation of report Photographs/Literature/Room Rates/News Article (in white envelope) Discussion of renovation as hotel or apartments. **JC PENNYS & SONNA BUILDINGS - Rehab (1973-1975)** Owned by Broadbent Development Co; OPA for renovation of both buildings. **JC PENNYS - Chron File (1988-1995)** has history of building ownership/rehab not done/building demolition at front of file. **ODD FELLOWS BLDG - 115 N. 9th St (1993)**- used to be located between 121 N. 9th St and alley north of Sonna Building. Property purchased by First Security Bank (which used to own/occupy 121 N. 9th St.) DR application to replace building with plaza once building was demolished. Plaza was redesigned/renovated when Tomlinson's investment group bought 121 N. 9th St. **BLOCK 2** **ALEXANDER BLDG - Chron/Rehab (1986-1989)** - ERN/DDA/IMP AGMT for rehab of historic building.

392397	XIII-Box 37	XIII Development Properties	**BLOCK 2 / LOTS 5 & 6** **Central District (PA-2)** **EASTMAN BUILDING** Property Management 1970-1979 Chron Files 1978-1986 Fire & Disposition 1987-1989 **EASTMAN SITE (no building)** Chron Files 1990-1995 ERN w Petersen **BOISE TOWER** Chron Files 1996-2004 Draft DDA 4-1997	PERMANENT	1970-2004	**EASTMAN BUILDING** Extensive records on evaluation of building condition, debate on whether to rehabilitate or demolish the building, B.R.A. application to de-list building from National Register in prep for demolition, proposal to move the building, community comment, fire that destroyed building, historical info, news articles. **EASTMAN SITE** Chron Files 1990-1995 ERN w Peterson 1-31-1994 **BOISE TOWER** Records on Boise Tower era are very cursory. A more complete collection may be in contract files and/or litigation files on the Boise Tower Project.
392398	XIII-Box 38	XIII Development Properties	**BLOCK 2** **Central District (PA-2)** **BROADBENT BUILDING (Lot 7)** Chron Files 1987-1992 DDA , First Implement. Agmt, Closing Documents; Cert. of Completion; Cross Access Esmt (Lots 1, 2, 7, 8) **BOISE CITY NATIONAL BANK BUILDING (AKA SIMPLOT BUILDING) (Lots 10-12)** Property Mgmt Files 1970-1976 Chron Files 1986-1992 Reuse Appraisals ERNs, DDA w PPD, Inc.	PERMANENT	1970-1992	**BROADBENT BUILDING (Lot 7)** **Chron Files 1987-1992** **Key Docs** DDA 4-21-1989 First Implement. Agmt 1-8-1990 Closing Documents 9-1989; 1-1990 Cross Access Esmt 1-19-1990 Cert. of Completion 5-13-1991 **BOISE CITY NATIONAL BANK BUILDING (AKA SIMPLOT BUILDING) (Lots 10-12)** **Property Mgmt Files 1970-1976** Urban Conservation and Adaptive Reuse Analysis - 1978 **Chron Files 1986-1992** **Key Docs:** Reuse Appraisal 11-1986 ERN - Christensen 12-11-1989 ERN - Schuerman 6-8-1992 ERN - PPD, Inc 9-14-1992 DDA - PPD, Inc 12-18-1992

392399	XIII-Box 39	XIII Development Properties	**BLOCK 2** **Central District (PA-2)** **BOISE CITY NATIONAL BANK BUILDING (AKA SIMPLOT BUILDING) (Lots 10-12)** Chron Files 1993-1997 Reuse Appraisals, Deveopment Proposals, ERN, DDAs, Disposition of Property & Deed, Progress Reports, Cert of Completion **FALKS DEPT STORE** (Lots 1, 2, 3 & 4 -Part) **BLOCK 3 RETAIL PROJECT** Initial Planning & Site Prep	PERMANENT	1970-1997	**BOISE CITY NATIONAL BANK BUILDING** **(AKA SIMPLOT BUILDING) (Lots 10-12)** **Chron Files 1993-1997** **Key Docs** Reuse Appraisal - 1-1993; 2-5-1993 Title Work - 3-1993 DDA w PPD - City Council Approval - 3-9-1993 DDA Termination w PPD - 2-22-1994 Two proposals in response to legal notice Wright Brothers and Eastman Tower Associates 4-25-1994 ERN w Eastman Tower Assoc- 4-25-1994 Reuse Appraisal - 12-1994 DDA - 2-13-1995 (DDA face page dated 12-1994; CCDC Board Approval 2-13-1995; City Council Approval 3-7-1995) Disposition of Property & Deed - 3-31-1995 Progress Reports Certificate of Completion - 10-28-1996
	XIII-Box 39 Continued	XIII Development Properties	**See previous line.**			**BLOCK 3** **FALKS DEPARTMENT STORE** (Lots 1, 2, 3, Part of 4) **Chron File 1970-1988** **BLOCK 3 RETAIL PROJECT (Lots 1, 2, 3 & 4)** **INITIAL PLANNING & SITE PREP** Block 3 Initial Planning - 1987 Asbestos Removal - 1987, 1989 Alley Vacation - 1987-1988 Demolition - 1987-1988
392400	XIII-Box 40	XIII Development Properties	**BLOCK 3** **Central District (PA-2)** **CAPITOL TERRACE RETAIL BLDG (Lots 1, 2, 7, 8)** **Excavation & Backfill - 1988** **Chron File 1987-1992** RFP, Developer Proposals, DDA, Appraisal, Closing Docs, Deed **CAPITOL TERRACE APTS (Lots 1, 2, 7, 8)** **(Rental Housing / Ken Howell)** **Chron File 2004-2008**	PERMANENT	1987-2008	**BLOCK 3** **CAPITOL TERRACE RETAIL BLDG (Lots 1, 2, 7 & 8)** **Developer: Roper Investment Co** **Excavation & Backfill - 1988** **Chron File - 1987-1992** **Key Docs** RFP - 7-12-1987 Proposals from Roper and Janss Corp - 8-5-1987 DDA w Roper - 3-18-1988 Appraisal - 4-1988 Closing Docs - 5-26-1988 Quit Claim Deed - 3-6-1989 **CAPITOL TERRACE APTS (Lots 1, 2, 7 & 8)** **Developer: Capitol Terrace Apartment Associates (Howell)** **Chron File 2004-1008** **Key Docs** Settlement Agmt 9-26-2007 Quit Claim Deed 9-3-2008

392401	XIII-Box 41	XIII Development Properties	**BLOCK 3** (continued) **Central District (PA-2)** **CAPITOL TERRACE APTS** **Topic Files -** Air Rights Easement, Construction, Design Review,Parking, Reuse Appraisal, Amended Condo Dec & Plat, Mediation & Settlement	PERMANENT	2004-2008	**BLOCK 3** (continued) **CAPITOL TERRACE APTS (Lots 1, 2, 7 & 8)** **Topic Files**: **Key Docs** **In Mediation File** Summary of Available Market & Parking Info Re: Proposed Capital Terrace Apts (prepared for mediation process) - 10-24-2006 Settlement Agreement 9-26-2007 **In Reuse Appraisal File:** Reuse Appraisal - Air Rights Parcel 10-20-2007 Revised Reuse Appraisal 11-29-2007 Final revised condominium documents are not in these files. See P: Drive.
392402	XIII-Box 42	XIII Development Properties	**BLOCK 3** (continued) **Central District - PA 2** **EGYPTIAN THEATER (Lots 5-6)** **Chron File 1976-1997** Land Sale Contract, Closing Docs, Deed, Cert. of Completion Rehabilitation Specifications **Topic Files - See Index** **BLOCK 3, PARCEL 3-5 (Lots 11 & 12)** **1977 RFP** **CAPITOL PLAZA** **(now known as Chase Tower)** **Parcel 3-5 (Lots 11 & 12)** **Chron File 1987-1991** ERN, DDA.	PERMANENT	1976-1991	**BLOCK 3** (continued) **EGYPTIAN THEATER (Lots 5-6)** **Developer: Earl M. Hardy** **Chron File 1976-1997** **Key Docs** 6-29-1977 - Land Sales Contract, Terms & Conditions, CC&Rs, Bargain & Sale Deed 7-1-1977 - Closing Documents 1976-1978 - Rehabilitation Study & Specifications 1-15-1988 - Cert of Completion 1-21-1988 - Vacation of ROW **Topic Files:** Bldg Condition, Easement & Maintenance Agmt, Rehabilitation, Reuse Appraisal, Streetscape & Vaults Agmt **BLOCK 3, PARCEL 3-5 (Lots 11-12)** **1977 RFP -** Issued 11-6-1977 First set of notices in file for RFP were for 1-31, 2-7 and 2-14 -1977 (unknown if actually published). Second set of notices for 11-5, 11-6 and 11-7-1977 Proposals received from EBCO and Hon-Howard Co ; EBCO selected. Proposal for office building. BRA postponed action on 10-3-1978. Land Sales Contract. Winmar then issued a revised Concept Plan showing Parcel 3-5 as part of plaza. Letters from EBCO's attorney in file. EBCO and Winmar plans did not go forward.
	XIII-Box 42 continued	XIII Development Properties	**See previous line.**			**BLOCK 3** (continued) **CAPITOL PLAZA - Parcel 3-5 (Lots 11-12)** **(aka Washington Mutual Tower; Chase Tower)** **Developer: Clegg Investments** **Chron File 1987-1991** **Key Docs** **9-24-1990 -** ERN **7-26-1991 -** DDA

392403	XIII-Box 43	XIII Development Properties	**BLOCK 3** (continued) **Central District - PA 2** **CAPITOL PLAZA** **Lots 11 & 12 aka Parcel 3-5** **Chron File 1992 - 1998** **BLOCK 4 (aka Parcel H)** **Central District - PA 1** **BOISE CITY HALL** **Lots 1-3, 7-12** **1973-1982** **ADA COUNTY ADMINISTRATION BLDG** **Lots 4-6** **1976-1979**	PERMANENT	1973-1998	**BLOCK 3** (continued) **CAPITOL PLAZA** **Developer: Clegg Investments** **Lots 11 & 12 aka Parcel 3-5** **Chron File 1992 - 1998** **Key Docs** Implementation Agreement Easements Signage License, Access & Delivery Agmt Parking Lease Agmt Deeds **BLOCK 4 (aka Parcel H)** **Central District - PA 1** **BOISE CITY HALL** **Lots 1-3, 7-12** **1973-1982** Land Sale Agreement; Design Review, Plans, Site Prep, Construction & Infrastructure Issues **ADA COUNTY ADMINISTRATION BLDG** **Lots 4-6** **(1976-1979)**
392404	XIII-Box 44	XIII Development Properties	**BLOCK 8** **PARCEL A & E (Lots 1-12)** **Central District - PA 1** **EMKAY DEVELOPMENT** (1975-1976) **IDAHO FIRST NATIONAL BANK** **(now known as US Bank Plaza)** **Emkay/IFNB** (1976-2000) **BLOCK 9** **Central District - PA 1** **FIRST INTERSTATE CENTER (Lots 1-12)** **(now known as Wells Fargo Building)** (1986-1987)	PERMANENT	1975-2000	**BLOCK 8** Emkay Development (subsidiary of Morrison-Knudsen) submitted original proposal for multi-story office building. Later it was revealed that the intended owner/tenant was Idaho First National Bank. Emkay assigned its rights to IFNB on 3-2-1976. Project resulted in building now known as US Bank Plaza. **EMKAY DEVELOPMENT** 12-2-1975 - B.R.A - Emkay Letter of Agreement 2-10-1976 - Amendment to Letter of Agreement 3-2-1976 - Emkay assignment of rights to IFNB **IDAHO FIRST NATIONAL BANK (200-5h-26)** **Chron File 1978-2000** **Key Docs** 8-3-1976 - Land Sale Contract for Parcel A 8-3-1976 - Lease and Option Agreement for Parcel E 6-30-1983 - Land Sale Contract for Parcel E **BLOCK 9** **FIRST INTERSTATE CENTER** **Developer: Oppenheimer Development Corp.** DDA & Implementation Agmt, Deed, Easements, CC&Rs (1986 - 1987) **Chron File** - Related to Development Agreements

392405	XIII-Box 45	XIII Development Properties	**BLOCK 9** (continued) **Central District - PA 1** **FIRST INTERSTATE CENTER (Lots 1-12) (now known as Wells Fargo Building)** (1986-1987) **BLOCK 10** **Central District - PA 1** **Westside District (2001)** **Rehabilitation/Demolition Files Re: Block 10** (1971-1975) Pacific Hotel (909-1/2 Main St) Continental Life & Accident Co (103 S. 9th St) **ONE CAPITAL CENTER (Lots 1-12)** (1973-1974)	PERMANENT	1971 - 1999	**BLOCK 9** (continued) **FIRST INTERSTATE CENTER** **Developer: Oppenheimer Development Corp.** Chron File - 1986-1999 **BLOCK 10** **Pacific Hotel (909 - 1/2 Main St)** Property Mgmt File - 1971 Rehabilitated in 1971; later demolished to make way for One Cap. **Continental Life & Accident Co (103 S. 9th St)** Rehabilitation/Demolition File - 1971-1975 Building evaluated for rehabilitation (1971); demolished to make way for One Cap. (1977). Continental relocated to a historic building on SW corner of 11th & Main (Block 11) which was renovated including new brick, modern-style facade. File includes news articles; many photos of both buildings.
	XIII-Box 45 continued	XIII Development Properties	**See previous line for label.**			**BLOCK 10** **ONE CAPITAL CENTER (Lots 1-12)** Developer: Wright-Oppenheimer 200-5h-20 - 200-5h-20d Topic Files: 200-5h-20 -Land Sale Agreement - 1973-1977 200-5h-20a - Simplot Industries (Co-Developer) 200-5h-20b - Maps/Plans - 1973-1980 200-5h-20c - Wright-Oppenheimer - General 1973-79 200-5h-20d - Environmental Clearance - 1973-1977 200-5h-20e - Affirmative Action Plan - 1973-1974 Continued in next box.
392406	XIII-Box 46	XIII Development Properties	**BLOCK 10** (continued) **Central District - PA 1** **Westside District (2001)** **ONE CAPITAL CENTER (Lots 1-12) (1973-1980)** **BLOCK 11, 14 and 16** **Westside District** Block 11 - Phoenix Corp. Bldg (SWC of 10th & Main) - brick removal Block 14 - Idaho Power Hdqts - master plan Block 16 - Alaska Bldg Renovation **BLOCK 17** **River Myrtle-Old Boise District** Owyhee Plaza Hotel/RS Hosac parking garage proposal	PERMANENT	1973 - 2001	Continued from previous box. Topic Files: 200-5h-20f - Parcel "G" - Parking Garage 1973-1979 B.R.A. & Wright-Oppenheimer discussion re: B.R.A. would build public parking garage on Parcel "G" adjacent to One Capital Center; Grove St Garage later built on Parcel "G". Need for additional parking anticipated if Oppenheimer built 2nd office tower as shown in master plan for One Capital Center site. One option considered was to build parking structure over Grove Street to connect to One Cap site.) 200-5h-20g - Parcel "G" - Temporary Parking 1973-1975 200-5h-20h - Foundation Investigation - CH2M Hill 1973, 1976 200-5h-20i - Site Clearance Inspection - CH2M Hill 1975 200-9c-11 - Street Improvements - 1975 200-9c-11a - Street Improvements Inspection - CH2M Hill 1975 200-9c-11b - Site Clearance - 1975 Signage Plan; Photos of site clearance, groundbreaking, construction.

	XIII-Box 46 continued		**See previous line for label.**	PERMANENT	1974-2001	**Westside District** **BLOCK 11** - Phoenix Corp. Building (SWC 10th & Main) photo of brick removal - 1974 **BLOCK 14** - Idaho Power Hdqts - notes on Idaho Power master plan - 2007 **BLOCK 16** 300-5c-8h - Alaska Building renovation - 1983 **River Myrtle-Old Boise District** **BLOCK 17** - Owyhee Plaza Hotel / R.S. Hosac parking garage proposal - 2001
392407	XIII-Box 47	XIII Development Properties	**BLOCK 20** **Central District - PA 1** **Westside District (2001)** **STATEHOUSE INN** **(Now HOTEL 43)** **(1973-1991)** Parking Lot; Reuse Appraisals; Contract for Sale; Hotel/Motel Development	PERMANENT	1973-1991	**BLOCK 20** **(aka PARCEL G)** **STATEHOUSE INN** **(Now HOTEL 43)** 200-9c-5 Parking Lot 200-5d-7 Reuse Appraisal - Business Economics Inc 200-5d-8 Reuse Appraisal - Ashton Associates 200-5h-29 Motel/Hotel Site - General 200-5h-29a Contract for Sale (Files a, a-1 thru a-6) 200-5h-29b Reuse Appraisals 200-5h-29c Maps / Plans 200-5h-29d Design Review 200-5h-29f Streetscaping / Landscaping CHRON FILES 1978-1985 and 1988-1991
392408	XIII-Box 48	XIII Development Properties	**BLOCK 21** **Central District - PA 1** **CONVENTION CENTER** **Known as Boise Centre on the Grove; Boise Centre)** **(1970-1992)** **B.R.A. Site Acquisition; Financing Options; Financial Forecast; DDA; Closing Documents; Deed of Sale to GBAD; Parking Agmt; Cert of Completion; CHRON FILE**	PERMANENT	1970-1992	**BLOCK 21** **Lots 1-12; B.R.A Parcels A, A-1, B-1, B-2, B-3, C** **(see map with Title Documents)** **CONVENTION CENTER** **Known as Boise Centre on the Grove; Boise Centre** **Built, owned & operated by Greater Boise Auditorium District** 200-5c-8a De Lamar House (built 1879) on Convention Center site; long road to demolition 1970-1974 Acquisition of Block 21 by B.R.A - 1974 Convention Center Financing - 1985-1987 Convention Center Financing - 1991-1993 Sale of Site to GBAD - 1986-1990 **CHRON FILES - 1986-1992** **Key Documents** Option Agreements - 1-21-1987; 2-10-1990 Title Commitment/Title Policy - 1-19-1988, 4-2-1988 - clipped together Financial Forecast - 4-18-1988 Deed/Closing Documents - Sale to GBAD - 4-28-1988 DDA - 4-28-1988 Parking Agreement 8-13-1990 Cert of Completion 7-24-1990

392409	XIII-Box 49	XIII Development Properties	**BLOCK 21** **Central District - PA 1** **CONVENTION CENTER** **Known as Boise Centre on the Grove; Boise Centre)** **(1993-2015)** **CHRON FILE - 1993-2015** **2000 DDA & Expansion Options 2000, 2005, 2010, 2012; other issues**	PERMANENT	1992-2015	**BLOCK 21** **Lots 1-12; B.R.A Parcels A, A-1, B-1, B-2, B-3, C** **(see map with Title Documents)** **CONVENTION CENTER** **Known as Boise Centre on the Grove; Boise Centre** **Built, owned & operated by Greater Boise Auditorium District** **CHRON FILES 1993-2015** **Key Documents - 2000 DDA & Expansion Options** **2000** - DDA for Parcel C (expansion proposal to build bridge across Front Street with building space on bridge and connect to City Centre Garage) 12-11-2000 **2005** - Design Concepts by ZGF - 2005 1. Scheme 1 - new building on Parcel C & D (btwn Front & Myrtle, 9th & 1th) 2. Scheme 2 - expansion into Quest Arena **2007** - Expansion - build new building on Parcel B (btwn Front and Mrytle, 11th & 13th) - records are under Projects-Development in digital files and at Boise City. **2010** - Colliers Intl Report - Quest Arena Acquisition Feasibility 12-20-10 - GBAD would acquire arena and use for convention exhibit hall/sports venue **2012** - KPFF Engineers Report - Vertical Expansion Option (add building space above existing building)
392410	XIII-Box 50	XIII Development Properties	**BLOCK 22** **Central District - PA 1** **BLOCK 22 PREDEVELOPMENT; HOTEL / OFFICE PROJECTS** **(1969-1989)** **Hip Sing Bldg - Archeological Dig;** **Able Invest. Hotel Proposal (1973-76)** **Jun-1988 RFP for Hotel Developers** Contek & EBCO hotel proposals Contek ERN & Termination; Contek vs CCDC lawsuit & resolution 1989-1990 **Nov-1988 RFP for Office Developers** Cantlon office proposal - 1988 Cantlon ERN & Termination	PERMANENT	1969-1990	**BLOCK 22** **Central District - PA 1** **BLOCK 22 PREDEVELOPMENT; HOTEL PROJECT** **(1969-MAR 1989)** 200-5c-8c Hip Sing Building - Archeological (Gem Antique Bottle Collectors) - 1969-1971 Able Investments - Offer to Negotiate - Construction of Hotel-Convention Center Complex - 1973-1976 Hotel-Motel Development - General 1977-1978 a. Market Demand Study - Hilton Garden Hotel 6-1977 b. Market & Economic Analysis - 12-1977; Updated 11/1978 c. Market Demand Study - Motor Hotel - 12-1978 Block 22 Parking Issues - 1987 to 1992; See also CHRON FILES Block 22 Parking Lot - 1988-1989 **CHRON FILES - HOTEL and HOTEL/OFFICE Proposals** Key Documents EBCO Hotel Proposal 1986-1987 **RFP FOR HOTEL DEVELOPERS - June 1988** ERN w Contek - dated 8-10-1988 unsigned B.R.A. Board delayed issuance of RFP - 8-12-1988 (continued on next line)

392411	XIII-Box 51	XIII Development Properties	**BLOCK 22** **Central District - PA 1** **HOTEL PROJECT/OFFICE PROJECTS 1989-1992** **Feb 1989 RFP for Hotel Developers** Cantlon & Oppenheimer Proposals & ERNs Oppenheimer/Hammons (Embassy Suites) DDA & Termination	PERMANENT	1989 - 1992	**CHRON FILES** This box picks up the quest for a hotel developer in 1-1989 as B.R.A. is moving to terminate Contek ERN. 1-10-1989 - Citizen Petition urging B.R.A to defer action of Contek-Howard Johnson proposal until new nationwide search conducted. **RFP FOR HOTEL DEVELOPERS** RFP Document 2-1989 Hotel Developer Distribution List B.R.A. evaluates ground lease w Red Lion Hotel; obtains appraisals 2-10-1989 (separate from Cantlon deal) Proposals received: Cantlon Proposal - Idaho Plaza (two versions which are different - don't know which one is real) a. Cover page 2-1989; cover letter 4-24-1989 b. Cover page 2-1989; date stamped 4-24-1989; no cover letter. Oppenheimer Development Corp - 4-24-1989 Comparsion of Proposals 5-31-1989 Findings & Recommendations 6-26-1989 (continued on next line)
	XIII - Box 51 (continued)	XIII Development Properties	**BLOCK 22** **Central District - PA 1** **HOTEL PROJECT/OFFICE PROJECTS (see line above for label)**	PERMANENT	1989 - 1992	(continued from previous line) ERN w Cantlon (hotel & office) 9-18-1989 ERN w Oppenheimer (Embassy Suites) 9-18-1989 Cantlon Supplemental Info 10-15-1989 Oppenheimer Supplemental Info 10-15-1989 Letter re: Revision to agency development strategy to allow hotel-only development on Block 22 - 12-5-1989 Extensive info on parking options Ped. Overpass at 8th St 9-23-90; 11-14-90; 10-7-91; 10-28-91 MOU w Oppenheimer/Hammons extending ERN; additional issues 5-7-1990 Draft Revision to Development Strategy 6-6-1990 Notice inviting competing proposals to Oppenheimer/Hammons 5-20, 7-4, 7-11-1990 DDA - Hammons-Oppenheimer Associates 7-23-1990 Design Review Application 9-20-1990 Escrow Documents - 11-5-1990 1st Implementation Agmt to DDA 12-10-1990 Hotel put on hold; waiting for financing 3-11-1991 Commitment for Title Insurance 8-19-1991 Status of East Spoke of Grove Plaza - 9-24-1991 (Legal Descriptions of East Spoke - see 11-12-1990) Project foundering due to inability to secure financing. DDA terminated 6- 9-92. Work on new

392412	XIII-Box 52	XIII Development Properties	**BLOCK 22** **Central District - PA 1** **HOTEL PROJECT** **1992-1993** **1993 Hotel Development Selection Process**	PERMANENT	1992 - 1993	**CHRON FILES** This box begins with notice that CCDC is seeking developers/owners interested in developing a downtown hotel for interviews; issued 11-16-1992. Hotel Developer List; five agreed to interviews: Northland Development Co/Five Star; Onesta Corp; White-Leasure Develop Co/WestCoast Hotels; Oppenheimer/Hammons; Triumph Enterprises. Triumph withdrew. Interviews in Jan-Mar 1993. Request for final conceptual submissions 4-30-1993 **Intro material submitted** Northland 1-19-93 / WestCoast 2-19-93 **Request for final conceptual submissions 4-30-1993** **Proposals submitted** Northland 5-12-93 / WestCoast 5-14-93 / Hammons 5-13-93 Findings/Recommendations on Hotel Developer Selection Process 5-19-1993 Investigation of Developer's Financial Status 5-26-1993; additional info requested 6-16-93 **Supplemental Responses from Developers** Northland 6-29-93 / WestCoast 6-30-93 / Hammons 6-30-93 Submittal from Five Star 7-7-1993 (for CCDC Board?) Supplemental Findings/Recommendations 7-8-1993 Reso 651 - Selecting WestCoast 7-12-1993 ERN w White Leasure/WestCoast Hotels 8-9-1993
392413	XIII-Box 53	XIII Development Properties	**BLOCK 22** **Central District - PA 1** **HOTEL/EVENT CENTER** **1993-1995** **WestCoast Hotel** **Multi-Purpose Event Center** Layout/Design; Financing Alternatives; Legal Issues Evaluation re: GBAD Use of Arena MOU w WestCoast Hotels DDA w Block 22 LLC Environmental Assessment Design Review Approval	PERMANENT	1993-1995	**CHRON FILES** $20,000 non-refundable deposit received from Hammons 9-9-1993; related to Embassy Suites development that did not go forward. (See attached documents from Mar 1993 re: call on letter of credit.) See also Box 52. This box begins with evaluation of adding a multi-purpose arena to the WestCoast Hotel project. Includes documents on layout/design; financing alternatives; legal issues (Sep-Dec 1993) Reso 660 approving MOU btw WestCoast Hotels & CCDC and MOU both signed 1-24-1994. Predevelopment schedules prepared in 3-1994. Construction schedules prepared in 4-1994. Block 22 Hotel Public Hearing 5-9-1994; many letters of support. Reso 666 approving DDA w Block 22 LLC - 5-9-1994 and DDA w Block 22 LLC signed 5-9-1994 (includes hotel and event center); developer deposit. LIterature on HNTB - hotel architect 7-11-1994 Hotel design concept; evaluation re: use of event center by GBAD; financing obtained 8-29-1994; opposition to design of hotel & event center by GBAD (Sep-Oct 1994) Continued on next line.

	XIII - Box 53 continued	XIII Development Properties	**BLOCK 22** **Central District - PA 1** **HOTEL/EVENT CENTER** **(see line above for label)**	PERMANENT	1993-1995	Continued from previous line. Subsurface soil investigation by MTI 8-30-1994 First Implementation Agmt - 10-21-1994 Environmental Site Assessment - Phase 1 - 11-8-1994 Second Implementation Agmt - 2-13-1995 MOU btw Block 22 LLC & CCDC re easement between hotel/arena site and bank tower (Block 8); aka East Spoke of Grove Plaza 5-1-1995. Parking requirements Memo on Design Review 6-8-1995 Design Review Public Hearing 6-12-1995 Elevations 6-12-1995 Design Review Approval 7-10-1995 Drawings - Progress Set 7-21-1995 Predevelopment/Construction Schedule 7-31-1995
392414	XIII - Box 54	XIII Development Properties	**BLOCK 22** **Central District - PA 1** **HOTEL/EVENT CENTER** **1995 - 2008** **Implementation Agmts; Drawings; DR Approval; Bldg Height Approval; Land Sale - Closing Documents; Boulevard Garage - Bonds & Max Price; Parking Mgmt Plan; Deed to CCDC for Boulevard Garage; Easement for Grove Plaza - East Spoke; Cert of Completion**	PERMANENT	1995-2008	**CHRON FILES** Drawings - Progress Set 12-7-1995 Groundbreaking set for 1-4-1996 (12-12-1995) Parking Mgmt Plan; Third Implementation Agmt; Limited Guarantee Agmt 12-14-1995 Official Statement - Parking & Revenue Allocation Bonds (for Boulevard Garage) - 12-15-1995 Reso 703 approving 3rd Implementation Agmt - 12-18-1995; signed copy of agmt dated 1-3-1996 attached. Design Criteria for Parking Garage 12-22-1995. 1-22-1996 Staff Report - West One Easement and Sale (Trade between bank on Block 8 and CCDC to establish easement for east spoke of Grove Plaza, add land to bank site; loss of bank parking compensated by lease of parking stalls in CCDC parking system.) Survey documents (9-5-1995) clipped to staff report. Grant of Perpetual Easement (East Spoke of Grove) - signed 12-26-1995; rec'd 9-5-1996. 1-3-1996 - Deed, Deed of Trust, Promissory Note, 3rd Implementation Agmt - all signed. 1-4-1996 - Closing Statement on Sale to Block 22 LLC. 1-4-1996 - Invitation to Groundbreaking Ceremony 1-4-1996 Memorandum of Limited Guaranty; Collateral Assignment of DDA Continued on next line.

	XIII - Box 54 continued	XIII Development Properties	**BLOCK 22** **Central District - PA 1** **HOTEL/EVENT CENTER** **(see line above for label)**		1995-2008	Continued from previous line. 1-9-1996 - Closing Documents 1-18-1996 - Title Insurance Policy 1-19 to 23-1996 - Limited Guaranty Agreement Bargain & Sale Deed (dated 1-22-96; rec'd 9-5-1996) 1-31-1996 - License Agmt btw US Bank & Block 22 LLC re: encroachment during construction 3-11-1996 - P&Z Commission hearing on building height; approved 17 stories (news article 3-12-1996). 3-14-1996 - Staff Report - CCDC Hearing on Design Review 4 to 5-1996 - Parking Garage: Revised Costs & Budget 5/1996 - Call for Artists; led to River Sculpture Amendment to CC&Rs (dated 7-24-96; rec'd 9-5-96) 9-10-1996 - Recorded Documents (amendment to CC&Rs; Bargain & Sale Deed; Grant of Perpetual Easement. 9-19-96 - Early Entry Agreement (for pkng garage) 10-4-1996 - Underground storage tanks investigation Plaza 10-11-1997 - artist contract - River Sculpture (signed) (see also 1997 in CHRON FILES) Air & Ground Rights Esmt (sign 11-18-96; rec'd 12-6-96) 12-5-96 - Guaranteed Max Price for parking level 3-20-1997 - Fourth Implementation Agmt (signed) 7-21-1997 - Impact Fee Credit (from ACHD) Continued on next line.
	XIII - Box 54 continued	XIII Development Properties	**BLOCK 22** **Central District - PA 1** **HOTEL/EVENT CENTER** **(see line above for label)**		1995-2009	Continued from previous line. 8-25-1997 - Fifth Implementation Agmt (signed) 9-26-1997 - Block 22 Garage Occupancy Checklist 8 to 10-1997- Restaurant encroachment on Grove Plaza; enclosure of 1st & 2nd terrace; balcony enclosure (Sports Zone) 2-9-1998 - Agmt re: Operation, Maintenance and Management of Block 22 Public Parking Facility (Boulevard Garage) (signed) 3-3-1998 - Temporary Occupancy - 2nd Flr Mtg Rooms 3-23-1998 - Parking Lease Agmt - w Condo Assoc 3-24-1998 - Early Occupancy Agmt - Boulevard Garage 3-26-1998 - Deed (Condo Unit 4 - Boulevard Garage) 7-12-1999 - Cert of Completion 2005 - Property Tax Audit
392415	XIII - Box 55	XIII Development Properties	**BLOCK 43** **Central District - PA 2** **FIDELITY/UNION BLOCK BUILDINGS** **Union Block Building - also in Box 56 (1975-1996)**	PERMANENT	1975-1996	**BLOCK 43** **FIDELITY/UNION BLOCK BUILDINGS** 200-5l-1 FIDELITY/UNION BLOCK - Developer Selection Process 200-5l-2 FIDELITY/UNION BLOCK - Selected Developer: CSHQA 1987 200-5l-3 FIDELITY/UNION BLOCK - Selected Developer: Janss Corp 1987 **FIDELITY BUILDING** Building Evaluation - 1975 CHRON FILE Aug 1988- 1996 **UNION BLOCK** **AGENCY CHRON FILE** **1975-1992** (continued in next box)

392416	XIII - Box 56	XIII Development Properties	**BLOCK 43** **Central District - PA 2** **UNION BLOCK BUILDING** **(1986 - 1997)**	PERMANENT	1986-1997	**UNION BLOCK Lots** **AGENCY CHRON FILE** 1993-1997 (continued from previous box) **Project Manager CHRON FILE** 1986-1995
392417	XIII - Box 57	XIII Development Properties	**BLOCK 43** **Central District - PA 2** **KEY BANK TOWER 1987-1994** **IDAHO BUILDING 1964-1988**	PERMANENT	1964-1994	**KEY BANK TOWER Lots 5 & 6** **CHRON FILE 1987-1994** **IDAHO BUILDING - Lots 7 & 8** **CHRON FILE 1964-1988 (continued in next box)**
392418	XIII - Box 58	XIII Development Properties	**BLOCK 43** **Central District - PA 2** **IDAHO BUILDING 1988-1995** **BLOCK 44 - 1978-1981** **Central District - PA 2** **KRESS BUILDING** **Historic Salvage 1978** **JANSS DEVELOPMENT - 1978-1981**	PERMANENT	1978-1995	**BLOCK 43** **IDAHO BUILDING - Lots 7 & 8** **CHRON FILE 1988-1995** **BLOCK 44** **KRESS BUILDING - Lot 4** **Historic Salvage 1978** **JANSS DEVELOPMENT Lots 1-4, 7-12** **CHRON FILE - 1978-1981 (continued in next box)**
392419	XIII - Box 59	XIII Development Properties	**BLOCK 44 - 1992-2006** **Central District - PA 2** **JANSS DEVELOPMENT - 1992-2006**	PERMANENT	1992-2006	**BLOCK 44** **JANSS DEVELOPMENT - Lots 1-4, 7-12** **CHRON FILE - 1992-2006**
392420	XIII - Box 60	XIII Development Properties	**BLOCK 44** **Central District - PA 2** **THE MODE - 1987-1995** **The Mode Resale - 1992-1995** **BLOCK 44 Public Records Request**	PERMANENT	1987-1995	**BLOCK 44** **THE MODE - Lots 5 & 6** **CHRON FILE 1987-1995** **The Mode Resale 1992-1995** **BLOCK 44 Public Records Request**

392421	XIII - Box 61	XIII Development Properties	**BLOCK 44** **Central District - PA 2** **Property & Fixture Acquisition Files for Lots 1-6** **Includes McCarty Building, Mode Building**	PERMANENT	1966 - 1982	**BLOCK 44** **Lot 1 (Parcel 4) - Day & Eberle** (Property Owners) McCarty Bldg - Property Acquisition 1966-1980 Fixture appraisals for some tenants Ballou-Latimer Drug Co (Tenant) - Fixture Acquisition 1965-1983 & Litigation 1980-1982 - long protracted process to clear way for property acquistion **Lot 2 (Parcel 5) - Brimmer & Wilson** (Property Owners) Property Acquisition - 1973 Lerner Shops (Tenant) - Fixture Acquistion - 1973 **Lot 3 (Parcel 6) -Urban Properties** Property Aquisition - 1972-1980 **Lot 4 (Parcel 7) - Day & Eberle** (Property Owners) - Acquisition Files Red Apple (Tenant) - Fixture Acquisition **Lot 5 & 6 (Parcel 8) - Broadbent Estate** (Property Owners) Mode Bldg - Property Acqusition 1978 Fixture appraisals for some tenants Includes deeds from 1901 and 1907
392422	XIII - Box 62	XIII Development Properties	**BLOCK 45** **Central District - PA 2** **Westside (starting 2001)** **Kress & Baker Shoe Bldg** **Bon Marche** **First Security Place** **Price Tower** **9th & Idaho Building**	PERMANENT	1973 - 2011	**Lots 1-4** **CC Anderson Building / Bon Marche** **300-5a-2d Bon Marche 1969-1979** Photo of original architecture 1-20-1969 Correspondence on Bon Marche moving to Boise Mall when built; sale of Lots 8-10 to First Security (see below); linking existing Bon Marche to new mall; proposal from Winmar to purchase Bon Marche parking garage to support new mall. **300-5a-2d Bon Marche 2000-2011** Proposal for renovation of Bon Marche building. Elevations showing two options: return to historic architecture and improve existing non-historic architecture. Correspondence on funding options. **Lots 5 & 6** **Kress & Baker Shoes Building** - 900 Idaho St - owned by Broadbent Development Corp. Appraisal; acquisition documents - 1973-1977 (Continued on next line.)

	XIII - Box 62 continued	XIII Development Properties	**BLOCK 45** **(see line above for label)**	PERMANENT		(Continued from previous line.) **300-5h-3 - General 1976-1995** Covers both First Security Place and Price Tower (see below). **First Security Place - Lots 5-6, 8-12** **300-5h-3a - Land Sale & Develop Agmt - B.R.A to First** **300-5h-3b - Schematic Drawings** **300-5h-3c Transfer of Land Sale Agreement to Price Development** B.R.A owned Lots 5&6 where First Security Bank was operating a bank facility. First Security had options to buy Lots 10, 11 & 12. Allied Stores owned Lots 1-4 (occupied by Bon Marche) and Lots 8-9 used by Bon Marche for employee parking. First Security wanted to build an office building w larger bank facility on Lots 5-6 and a parking garage on Lots 8-12. B.R.A executed deed of sale for Lots 5-6 to First Security on 6/6/1978; included covenants & conditions stating development requirements. First Security and B.R.A signed Land Sale Contract on 6/12/1978 for two phase redevelopment proposal Phase 1 - parking garage on Lots 8-12; Phase 2 - office building on Lots 5-6. First Security and Allied signed Sale and Development Agreement on 6/26/1978 which provided for sale of Lots 8-9 to First Security. (Continued on next line.)
	XIII - Box 62 continued	XIII Development Properties	**BLOCK 45** **(see line above for label)**	PERMANENT		Continued from previous line. Land sale agreement assigned to Price Development Co on 11/20/1978. Included requirement that bank facility be built on first floor of parking garage; and parking be made available to bank in garage. **Price Tower** **300-5h-3d - Development Agmt Amendment** **300-5h-3e - Basic Concept Drawings** **300-5h-3f - Schematic Drawings** **300-5h-3g Development Agmt /Plans /Maps** Price started construction of parking garage and bank facility on Lots 8-12 in 12/1978; opened 11/1979. First Security former bank facility demolished and replaced by parking lot. Price submitted three successive office development proposals to B.R.A./CCDC for Lots 5&6 between 1978-1990; see rolled plans for drawings. In 300-5h-3 - General CCDC notified developer that they were in default 12/18/1989 for lack of progress; office project had not been built. CCDC notified developer that contract for sale of land officially terminated as of 11/3/1995; CCDC considered Price to have abandoned project. CCDC stipulated that Lots 5&6 be sold back to CCDC in 30 days. Property later sold by Price to Gary Christensen who built 9th & Idaho Building. **9th & Idaho Building - Lots 5&6** CHRON File - 1/1993 - 12/1998

392423	XIII - Box 63	XIII Development Properties	**BLOCK 46, 52, 53, 66, 114 & 116** **Westside** **Empire Building** **Banner Bank Building** **Hoff Building** **Watercooler Business Incubator** **Additional Development Proposals (not built)** **LINEN DISTRICT (BLOCKS 107-112)** **Westside / River Myrtle-Old Boise**	PERMANENT	1979 - 2008	**Block 46** **Empire Building -** campaign to prevent its demolition - 1995 **Block 52** Christensen Blocks Project - 2000 (Lots 1-5) Banner Bank Building - 2000-2005 (Lots 1-4) **Block 53** Fit Stop - 830 W. Bannock **Hotel Boise / Hoff Building** - Lots 5 & 6 Chron File 1974- 1978 **Statehouse Square** (revitalization of Hoff Building; addition on bldg space at top of tower) 1979-1984 **Block 66** **Broadbent Office Tower & Parking Garage** - 1986 (not built) Continued on next line.
	XIII - Box 63 continued	XIII Development Properties	**See previous line for label.**			Continued from previous line. **Block 114 - Boise Heating & AC Building** **Snake River Brewing** develop proposal- 2000-2002 (not realized; CCDC purchased building instead) **Watercooler Business Incubator** - Staff reports on lease w M.Rivers 2007; building improvements in 2009, 2010; applications for congressional grant award 2009. Not a complete record; see onsite files. **Block 116** **The Metropolitan** - develop proposal 2007 (not built) **Blocks 107-112** (Dividing line between districts is at Grove St) **Linen District -** Miscellaneous documents 2005-2008; property inventory 2012. Not a complete record; see onsite records. **Development Companies - Various Blocks**
392424	XIII - Box 64	XIII Development Properties	**FOSTER BLOCK - Part 1** **Central / River Myrtle-Old Boise** **Environmental Site Assessment - 1993** **Property Acquisition** **Foster Block Garage** **(now City Centre Garage)** **Simplot / S-16 Land Exchange & Cinema Proposal** **GBAD Proposal - Convention Center Expansion**	PERMANENT	1987-1997	**Block bounded by Front, Capitol, Broad and 9th.** Boundary between Central and River Myrtle-Old Boise splits block from east to west. See district map. **FOSTER BLOCK PROPERTY** Environmental Site Assessment 2/16/1993 **CHRON FILE 1987-1997** Property acquisition; documents on Foster Block Parking Garage (now City Centre Garage) GBAD proposal joint acquisition of Foster Block to provide expansion room for convention center. **PROJECT MANAGER FILES** - have not been reviewed or organized; it is likely there is overlap with CHRON File. **SIMPLOT/S-16** Simplot land exchange & S-16 proposal for cinema project wrapping east and south side of garage.

392425	XIII - Box 65	XIII Development Properties	**FOSTER BLOCK - Part 2** **Central / River Myrtle-Old Boise** **Aspen Lofts**	PERMANENT		**Block bounded by Front, Capitol, Broad and 9th.** Boundary between Central and River Myrtle-Old Boise splits block from east to west. See district map. **PROJECT MANAGER FILES** **Aspen Lofts Project** Plans; design review; removal and reuse of cladding from City Centre garage; insurance & performance bond to addresses risks to City Centre garage during construction. Staff reports, correspondence. Condo plat Fiscal impact of Aspen Lofts project on City Centre Garage Tax counsel opinion on private use of garage spaces by Aspen Lofts.
392426	XIII-Box 66	XIII Development Properties	Project II Files on Block 52 & 53 Block 52 (Bannock Garage) Block 114 (Watercooler) Talk to Celine.	PERMANENT		Project II Files on Block 52 & 53 Block 52 (Bannock Garage) Block 114 (Watercooler)
392427	XIII-Box 67	XIII Development Properties	620 S 9th St (River & 9th) RFQ Documents	PERMANENT		620 S 9th St (River & 9th) RFQ Documents
392428	XIII-Box 68	XIII Development Properties	620 S 9th St (River & 9th) RFQ Documents	PERMANENT		620 S 9th St (River & 9th) RFQ Documents
408213	XIII-Box 69	XIII Development Properties	620 S 9th St (River & 9th) RFQ Documents	PERMANENT		620 S 9th St (River & 9th) RFQ Documents
408214	XIII-Box 70	XIII Development Properties	620 S 9th St (River & 9th) RFQ Documents	PERMANENT		620 S 9th St (River & 9th) RFQ Documents
408215	XIII-Box 71	XIII Development Properties	Block 24 This is not Block 24 Agency Property (503/509 Ash St; 429 S 10th St – Plum; 215 Myrtle St – Dentson) Riverwalk Apartments / 13th & Grand / City Side Lofts	PERMANENT		Block 24 This is not Block 24 Agency Property (503/509 Ash St; 429 S 10th St – Plum; 215 Myrtle St – Dentson) Riverwalk Apartments / 13th & Grand / City Side Lofts
408216	XIII-Box 72	XIII Development Properties	City Side Lofts DDA/ERN	PERMANENT		City Side Lofts DDA/ERN
408217	XIII-Box 73	XIII Development Properties	13th St Property (13th & Myrtle) DDA/ERN 1211/1215 Myrtle St Hosac Apartments	PERMANENT		13th St Property (13th & Myrtle) DDA/ERN 1211/1215 Myrtle St Hosac Apartments
408218	XIII-Box 74	XIII Development Properties	Parcel A Simplot / Parcel B JUMP Site Railroad Property (Between 8th/9th South of Front) Railroad Property (Between 9th/13th South of Front) Level 1 Site Environmental Assessment Re: Chemical Hazards for Union Pacific Railroad 14 acres (West of Broadway Ave North of Front)	PERMANENT		Parcel A Simplot / Parcel B JUMP Site Railroad Property (Between 8th/9th South of Front) Railroad Property (Between 9th/13th South of Front) Level 1 Site Environmental Assessment Re: Chemical Hazards for Union Pacific Railroad 14 acres (West of Broadway Ave North of Front)
408219	XIII-Box 75	XIII Development Properties	620 S 9th St (River & 9th) RFQ Documents Block 24 Block 58 The Jefferson Block 32 CW Moor Plaza/Old Boise Eastside	PERMANENT		620 S 9th St (River & 9th) RFQ Documents Block 24 Block 58 The Jefferson Block 32 CW Moor Plaza/Old Boise Eastside

408220	XIII-Box 76	XIII Development Properties	Waremart Project Files Planning & Zoning Hearing Tapes Fery 11th & Myrtle Front 5 Fulton St Village Ida Build Parcel 9 (CH Corridor) Pioneer Plaza Pioneer Square Apartments	PERMANENT		Waremart Project Files Planning & Zoning Hearing Tapes Fery 11th & Myrtle Front 5 Fulton St Village Ida Build Parcel 9 (CH Corridor) Pioneer Plaza Pioneer Square Apartments
408221	XIII-Box 77	XIII Development Properties	BODO Development 8th Street Marketplace Owner Participation Agreements	PERMANENT		BODO Development 8th Street Marketplace Owner Participation Agreements
408222	XIII-Box 78	XIII Development Properties	RM Projects / River 8-Hosac Central Projects / Convention Center 8th & Main	PERMANENT		RM Projects / River 8-Hosac Convention Center 8th & Main
474416	XIII-Box 79	XIII Development Properties	620 S 9th St (River & 9th) Associated Warehouse	PERMANENT	2011	HOSAC - River 8 - ERN & Letter of Credit Development Concept - Pre-ERN - Hosac
474418	XIII-Box 80	XIII Development Properties	Elliot's Bar - 1413 W Idaho Cline Property - 1022 W Miller St Cityside Lofts - 412 S 13th Street	PERMANENT	2001 - 2010	**Elliot's Bar - 1413 W Idaho** Purchase (4-4-2005) Site Assessment (11-16-2004) Abestos Removal/Demolition (4-3-2007) Appraisal (3-5-2005) **Cline Property - 1022 W Miller** Purchase 1-11-2011, Warranty Deed, Buyers Escrow Closing Statement, Commitment for Title Insurance, Phase 1 Environmental Assessment (MTI), Agreement of Purchase & Sale & Escrow Instructions, Appraisal Report - 12/3/2001 Planning Studies - 11th & Miller Land Exchange - Boise City 2-26-2007 **Cityside Lofts 412 S 13th Street** **General:** Developers Stmt for Public Disclosure, Early Entry Agmt, 1st Amend to Early Entry Agmt CCDC Contribution Certificate of Completion, Financing, DDA, Exclusive Right to Negotiate, Purchase / Land Assembly, Reuse Appraisal, Sale and Closing
392266	XV-Box 1	XV Urban Renewal Districts	Market & Traffic Studies (68), Environmental/Assesment & Clearance (68), Tax Credits (73-74)	PERMANENT	1968-1974	
392267	XV-Box 2	XV Urban Renewal Districts	Neighborhood Development Program (73/74); Action Plans; Contract for Advance (66); Contract for Advance (75); General Neighborhood Renewal Plan (67)	PERMANENT	1966-1975	
392268	XV-Box 3	XV Urban Renewal Districts	Project Area I (R-4) - Urban Renewal Plan; Project Budget; Loan & Capital Grant Contracts; Survey & Planning Grant Applications; Non-Cash Grant in Aid; Structural Survey of Block 22	PERMANENT	1967-1977	start of the central district See also XV - Box 9
392269	XV-Box 4	XV Urban Renewal Districts	Project Area I (R-4) / Project Area II (R-5) - contracts; survey & planning applications, loan & grant applications, public hearing minutes, correspondence; Project Area I Reuse Appraisal	PERMANENT	1967-1974	start of the central district See also Box XV - 9

392270	XV-Box 5	XV Urban Renewal Districts	Project Area III (R-6 and R-7)	PERMANENT	1971-1974	Central District - Project 3, R-6 and R-7 - survey and planning application; correspondence, visual exhibits. urban renewal/general development plan; project area committee minutes, constitution and by-laws; correspondence; Old Boise Concept Plan. See also XV - Box 9
392271	XV-Box 6	XV Urban Renewal Districts	River Street Neighborhood Development Program	PERMANENT	1968-1973	General information re: Neighborhoord Development Plan (NDP); Project A-1, River Street NDP - contract; River Street NDP - maps; progress reports; studies - "Disposition Value Estimate Report: Preliminary Estimates of Fair Value," "Land Utilization and Marketability Study," "Zoning Ordinance," "Flood Plain Information: Boise, Idaho and Vicinity" See XIII-Box 10 for Property Appraisals prepared for NDP.
392272	XV-Box 7	XV Urban Renewal Districts	River Street Neighborhood Development Program	PERMANENT	1972-1973	River Street NDP - financial reports, land ownership information, assessments, building survey reports See XIII-Box 10 for Property Appraisals prepared for NDP.
392273	XV-Box 8	XV Urban Renewal Districts	Conversion to Community Development Block Grant (CDBG), Categorical Program Settlement Grant (CPSG); report - "Environmental Assessment; Financial Settlement of Urban Renewal Projects, Idaho R-4 and R-5"; floodplain compliance; TIF Expansion Plan	PERMANENT	1978-1986	
408223	XV-Box 9	XV Urban Renewal Districts	Boise Planning & Development Committee; Central District Development Guide; General Neighborhood Plan for DT Boise; Boise Model Cities; City Center Study; Boise Urban Design Plan; River Street NDP.	PERMANENT	1964-1980	030-2 Boise Planning & Development Committee 1964-1974 P&D Committee was non-profit corporation formed "to create a dynamic plan and sound guide for Greater Boise Development". Proposal for formation of committee circulated to business people / stakeholders in 12-7-1964; held initial meeting and asked for pledges of support. Citizen effort to create a coordinated plan for downtown Boise; funded by committee members. Published Central District Development Guide 12-7-1966. 200-3b-1 Boise City Parking & Transportation Committee 1973 200-10b Local Grant-in-Aid 1966-1980 General Neighborhood Renewal Plan (for DT Boise) - 12-7-1967 Map of Boise Metro Area; Project Areas 1 - 5; Map of Project Area 2 Land Use & Marketability: Transient Housing Study (hotels, motels, convention facilities) 6-3-1971 General Neighborhood Plan - Economic Analysis 11-15-1971 Boise Model Cities - Comprehensive Demostration Plan - 4-14-1973 Summary of Project Data - Project Area I (Idaho R-4) 3-22-1971 020-17b North Bank (Community Development) 1975-1979 020-17c City Center Study (Community Development) 1975-1977 200-4a-1 Boise URban Design Plan - SOM 1978-1979 040-1g Economic Development Admin. - EDA Projects 1973-1979 River Street Neighborhood Development Program (see also XV-Box 6): River Street Project Area Committee - meeting minutes 1972-1973 Constitution of River Street Project Area Committee 9-12-1972 (in minute book)

408224	XV-Box 10	XV Urban Renewal Districts	No. 79-1335, VOL IX; STIP. EXS 5-A thru 5-T No. 79-1335, VOL X; STIP. EXS 6A thru 6L Documents Related to Urban Renewal Project Areas I (R-4) and II (R-5); UR Plans; Loan & Grant Apps & Contracts; Project Closeout & Conversion to CDBG Program	PERMANENT	1966-1979	Urban Renewal Documents No. 79-1335, VOL IX ; STIP. EXS. 5-A thru 5-T No. 79-1335, VOL X; STIP. EXS. 6-A thru 6-L HUD CITY AND ACHP AGENCY - RECORD DOCUMENTS (ACHP is probably typo; should be ACHD - ACHD formed in 1971) Appears to be exhibits to a contract between B.R.A. and HUD for funding. Not sure what STIP means. Only reference found to STIP on internet is Statewide Transportation Improvement Program. When states want transportation funding, they must file a STIP with the federal goverment. Transportation projects are only eligible for funding only if they are included in the STIP. The notebooks may have been related to relocating Grove Street or construction of the Connector. Exhibits include many important historic documents including: VOL IX: 5-A Contract for Prepartion of General Neighborhood Renewal Plan 3-31-70 5-B & C Loan & Capital Grant Contracts - Project R-4 7-14-1969; 8-13-1973; 5-D & E Boise Central District Project I (Idaho R-4) Urban Renewal Plan 9-27-1968, 1-1971 5-F Negative Declaration on Environmental Impact - Idaho R-4 5-G & H Loan and Capital Grant Contract - Project Area II (Idaho R-5) - 6-25-1971; 1973 5-I Boise Central District Project II (Idaho R-5) Urban Renewal Plan 3-1971 5-J to 5-L - Environmental Clearance - Project II (Idaho R-5) 5-M & N - City of Boise Application for Categorical Program Settlement Grant 8-23-1979; 7-14-1978; 5-P to 5-T - Closeout & Conversion documents
	XV-Box 10 continued		See previous line for label			Continued from previous line VOL X: 6-A Proposed amendments to Project Area I, Idaho R-4 boundary - 1968 Correspondence on Survey & Planning Application 3-29-1968 6-B-1 & 2 Submittal of Structural Inspection Form for Project Area II - for approval 1-23-1970 6-B-3 Loan & Grant Application - Project Area II R-5 - 5-4-1971 6-B-4 Final Project Report for Project Area I - 6-8-71 6-B-5 Real Estate Price Concurrence for Eastman Building 11-3-1972 6-B-6 Preservation of Historic Buildings (list) 10-23-1974 6-B-8 - 9 MOU between Boise City & B.R.A. & correspondence re: preservation of Eastman Building 1979 6-C Negative Declaration on Environmental Impact re: Loan & Grant Application 5-24-1971 6-D Financial Settlement & Release of Funds - 6-25-1979 (part of Urban Renewal Program closeout and conversion to CDBG grant program) 6-E & F City of Boise CDBG Program Applications - 1979 & 1978 6-G 1979 Amended Application , Supplemental Request 6-H Environmental Assessment re: 1979 Amended Application, Supplemental Request 6-I Schedule for Compliance - National Historic Preservation Act 6-J Preparation of Environmental Assessment 6-K Minutes of B.R.A. Special Board Meeting 6-13-1978; 9-25-1978 6-L Correspondence; testimony re: preservation vs. demolition of Eastman Bldg; Advisory Council on Historic Preservation publication - outline of process

408225	XV-Box 11	XV Urban Renewal Districts	Project Areas I & II Working Papers related to Formation, Plan Prep & HUD Applications; News Articles UR Plan for Project Area I - 1-1971 UR Plan for Project Area II - 3-1971	PERMANENT	1968-1975	PROJECT AREA I (Idaho R-4) & PROJECT AREA II (Idaho R-5) Legal descriptions for project areas; maps; data; property inventories; relocation program; cost estimates for construction of public improvements related to shopping mall & parking facilties; Final adopted version of UR Plans for Project Areas I and II Correspondence w HUD News articles w photos re: early developments constructed in Project Areas (Ex: One Capital Center)
408226	XV-Box 12	XV Urban Renewal Districts	BLUE MEADOWS URSA - 1992 GATEWAY EAST URSA - 2001-2007 ARMORY URSA - 2008-2009	PERMANENT	1992-2009	URBAN RENEWAL STUDY AREAS BLUE MEADOWS Neighborhood Area north of State St/west of Collister CC Reso prepared for City Council to make finding that area was deteriorated and deteriorating (first step in urban renewal district formation). Copy in file not signed. Capture revenue allocation from new 224 apartment development. Upgrade infrastructure; roadway realignment; land acquisition; add neighborhood park Did not go forward. GATEWAY EAST City purchased 320 acres on the south side of I-84 between the Gowen and Eisenman interchanges. City property and adjacent land holdings lacked infrastructure. City asked CCDC to evaluate if an urban renewal district could be formed to install infrastructure, subdivide and create industrial park in a 1070 acre study area. City and CCDC signed MOU in 2001 to pursue creating urban renewal district; eligibility report completed in 2001; market strategy in 2002. RFP issued for consultant to prepare master plan in 2003. CSHQA selected; created five development alternatives; subdivision layouts; roadway and utility plans; started capital improvement plan and cost estimates. When Mayor Coles resigned, and Mayor Bieter was elected, project stalled (2004) and then was cancelled (2007). Continued on next line.

	XV-Box 12 continued	Urban Renewal Districts	See previous line for label	PERMANENT		GATEWAY EAST continued. Documents on file include: General/Correspondence Community Meetings Eligibility Study - KMA - 4-2001 Financial Plan Market Strategy - Leland Consulting - 1-2002 Master Plan/Maps/Development Alternatives Memorandum of Understanding 2001; Amended 2-11- 2003 Previous Studies: Issac's Canyon Property - Prelim Development Report (prepared by JUB for Boise City) Eisenman Road Parcels - Phase I Environmental Assessment - Terracon ARMORY Boise City owned the Armory Building; wanted to sell the building. Requested CCDC's assistance re: sale & redevelopment of the site. Eastside neighborhood had strong interest in the process and outcome; wanted building saved and neighborhood input included in creating development program. CCDC engaged ZGF, Leland and Stastny as consultants to assist. Leland recommended expanding scope to include properties owned by public agencies in Fort Boise that were/could be in motion. Desireable location for new in-fill urban neighborhood. Phase 1 - interviewing stakeholders/visioning/IGA; Phase 2 - create urban renewal district. Stakeholder interviews held. IGA drafted but not executed. Initiative did not go forward. Disposed of to developer (J&M Land) in 2012/13. Chron File - 2007 -2009

AGENDA BILL

Agenda Subject: Amendment 3 to Task Order 19-003, Jensen Belts Associates, PLLC Professional Design Services for the Old Boise Blocks on Grove Street Streetscape Improvements Project.	**Date:** February 14, 2022
Staff Contact: Karl Woods, Senior Project Manager Kathy Wanner, Contracts Manager	**Attachments:** 1) Resolution 1745 2) Task Order 19-003 Amendment 3
Action Requested: Approve the Amendment 3 to Task Order 19-003, Jensen Belts Associates' Professional Design Services for the Old Boise Blocks on Grove Street Streetscape Improvements Project.	

Fiscal Notes:
Task Order 19-003 total not-to-exceed amount of $211,805 is amended by Resolution 1745 to the amount of $239,830. The project's FY2022 approved budget sufficiently funds the amended task order.

Background:

The Jensen Belts Associates Team was selected for professional design services for the Old Boise Blocks on Grove Streetscape Improvements in February 2021. The team produced a design for the project from March 2021 – July 2021. The project was presented at a Council Work Session on July 20, 2021. Following direction from the City, the Jensen Belts Team is ready to complete the Design Review Package. Prior amendments were for services through the Council Work Session. This Amendment 3 provides funding for the team to prepare and submit the Design Review Package.

Agency staff and Jensen Belts Associates negotiated the scope of service and the proposed fee that is included in the amended task order. Due to the amended task order's fee amount exceeding the Executive Director's independent spending authority, staff is requesting board approval of the proposed amendment.

Staff Recommendation:
Staff recommends that the Agency's Board find it in the best interest of the public and the Agency to approve Amendment 3 to Task Order 19-003, Jensen Belts Associates' Professional Design Services for Old Boise Blocks on Grove Street Streetscape Improvements Project.

Suggested Motion:
I move to adopt Resolution 1745 approving Amendment 3 to Task Order 19-003 with Jensen Belts Associates' for Professional Design Services for the Old Boise Blocks on Grove Street Streetscape Improvements Project.

RESOLUTION NO. 1745

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 AMENDMENT 3 TO TASK ORDER 19-003 WITH JENSEN BELTS ASSOCIATES FOR THE OLD BOISE BLOCKS ON GROVE STREET STREETSCAPE IMPROVEMENTS PROJECT; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE TASK ORDER 19-003 AMENDMENT 3; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION INCLUDING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, upon approval of Resolution No. 1692 by its Board of Commissioners on February 8, 2021, the Agency entered into a Task Order 19-003 with Jensen Belts Associates to act on the Agency’s behalf as the Landscape Architect of Record for the Old Boise Blocks on Grove Street Streetscape Improvements Project for a scope of work involving construction drawings, bidding, permitting, and construction administration; and,

WHEREAS, in accordance with Resolution No. 1692 which authorized the Agency Executive Director to expend funds totaling $194,980 plus ten-percent (10%) of that amount as a contingency for unforeseen expenses, the Agency Executive Director did execute Amendment 1 to Task Order 19-003 on July 16, 2021, for $16,825, for changes to the scope of work including additional concept design options, City Council presentations, and associated tasks; and,

WHEREAS, in order to align the project with the prolonged project schedule and extend the duration of Task Order 19-003 the Agency Executive Director did execute Amendment 2 to Task Order 19-003 on January 13, 2022, for additional time; and,

WHEREAS, the Agency and Jensen Belts Associates desire to amend Task Order 19-003 at this time with the execution of Amendment 3 to Task Order 19-003, attached as Exhibit A, in order to incorporate the changes to the scope of work the Agency required of Jensen Belts Associates including: design team coordination, production, and submittal of a Design Review package; and Board meeting preparation and presentation; and,

WHEREAS, the Agency Board of Commissioners finds it to be in the best public interest to approve Amendment 3 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.

Section 2: That Jensen Belts Associates Task Order 19-003 Amendment 3, attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to execute Task Order 19-003 Amendment 3 for the additional amount of TWENTY-EIGHT THOUSAND TWENTY-FIVE DOLLARS ($28,025), for a new Task Order amount of $239,830; and further, is hereby authorized to execute all necessary documents required to implement Amendment 3 to Task Order 19-003, subject to representation by Agency legal counsel that all necessary conditions have occurred.

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

PASSED AND APPROVED by the Urban Renewal Agency of Boise City, Idaho, on February 14, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on February 14, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

JENSEN BELTS ASSOCIATES, PLLC
2019-2024 ON-CALL PROFESSIONAL SERVICES AGREEMENT

TASK ORDER #19-003
AMENDMENT No. 3

*CONSULTANT: Use the Project Name and **PO# 210027** on all project-related invoices.*

PROJECT NAME: **Old Boise Blocks on Grove Street Streetscape Improvement Project – Schematic Design / Design Review Phases**

ORIGINAL TASK ORDER DATE:	February 8, 2021
Original Task Order Amount:	$194,980
Amendment No. 1 Amount:	$ 16,825
Amendment No. 2 Amount:	$0 (time only)
Amendment No. 3 Amount:	**$ 28,025**
New Task Order Amount:	**$239,830**

TASK ORDER AMENDMENT NO. 3 DATE: _____

Task Order #19-003 is hereby amended as set forth in this Amendment No. 3. All other terms and conditions of Task Order #19-003 and prior amendments remain in full force and effect.

1. **SECTION 3: SERVICES TO BE PERFORMED ("Scope of Services")**
In addition to the services outlined in Task Order 19-003 and Amendments No. 1 and No. 2, CCDC desires CONSULTANT to provide additional design and coordination related to the collaborative work with the City; production and submittal of Design Review package; and Board meeting preparation and presentation, as described in Exhibit A, attached hereto.

2. **SECTION 5: COST; INVOICES**
By this Amendment No. 3, CCDC is approving an increase of TWENTY-EIGHT THOUSAND TWENTY-FIVE DOLLARS ($28,025) for a new Task Order total amount of Two Hundred Thirty-Nine Thousand Eight Hundred Thirty Dollars ($239,830).

3. **SECTION 7: DELIVERABLES / COPIES OF PRODUCTS**
CONSULTANT shall provide CCDC with the additional work products and services as outlined below and further described in the attached Exhibit A.

Task 2 DR Submittal	February 2022
Task 2 DR Phase Complete	June 30, 2022

4. CONTRACT TERMS

Terms of the 2019-2024 On-Call Professional Services Agreement shall apply to the services performed and work products created under this Task Order.

End of Amendment No. 3 | Signatures appear on next page

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Amendment No. 3 to Task Order #19-003 as of the date last written below.

CAPITAL CITY DEVELOPMENT CORP.	CONSULTANT JENSEN BELTS ASSOCIATES
	Kimberly C Siegenthaler
John Brunelle, Executive Director	Kim Siegenthaler, Principal
Date:	Date: 02-07-2022

Exhibits

A: CONSULTANT'S Proposal / Scope of Work dated February 7, 2022

Budget Info / For Office Use	
Fund/Account	302-6250
Activity Code	20007
PO #	210027
TO Term	June 30, 2022

EXHIBIT A

February 7, 2022

Mr. Karl Woods
Capital City Development Corporation
121 W Idaho Street #501
Boise, ID 83702

Re: **Old Boise Blocks Grove Street**
Proposal for Additional Fee Request

Dear Mr. Woods:

The Old Boise Blocks Grove Street Design Team is requesting additional fees for the continuation of the SD/DR Phase for the Grove St. Streetscape project. The following items have changed from the original scope of services.

Team scope has changed or increase due to City delays to project production and timeline as follows:

- Additional team/coordination meetings from City Council Work Session (July 2021) to current (Feb 2022).
- Production on DR drawing set
  - Illustrative and black/white overall and enlarged plan set (4)
  - Illustrative street sections (3+)
- Detail sheets on paving, water feature, and seating elements
- Material and planting intent
- Design team coordination to submit DR application anticipated by February 28, 2022.
- JBA to attend one (1) CCDC Board meeting in February or March 2022.

Jensen Belts Associates (20 hrs x $100.00 - Sr. L. Arch)	**Proposed Additional Fee $ 2,000.00**
ZGF (see attached proposal)	**Proposed Additional Fee $ 26,025.00**
TOTAL PROPOSED ADDITIONAL FEES	**Proposed Fee (Hourly, Not-To-Exceed) $ 28,025.00**

The proposed additional fee is for an hourly, not-to-exceed amount. JBA will provide monthly invoicing for work completed during the billing period. The design team looks forward to continuing the work on the Old Boise Block Grove St. Project. Should the additional services meet with your approval, please facilitate an amendment to the current task order for SD/DR Package at your earliest convenience.

Very Truly Yours,
JENSEN BELTS ASSOCIATES, PLLC

Kimberly C. Siegenthaler
Principal

Chow, Debbie

Subject: OBB task 2: Additional Service Request form

ZIMMER GUNSUL FRASCA ARCHITECTS LLP

1223 SW Washington Street
Suite 200
Portland, OR 97205
T 503 224 3860
F 503 224 3268

This form is to be used as a preliminary authorization request to the Client, a formal proposal will follow

Additional Service Request

Client Name:	**Capital City Development Corporation (CCDC)**
Project Name:	**Old Boise Blocks on Grove Street – Streetscape Improvement Project**
Base Project No.:	**P23632.00**

Are subconsultants involved:	YES	**NO**	
If yes, which ones:			

Scope of Work:

Task 2

1. Design team coordination meetings from City Council Work Session (July, 2021) to current (Feb 2022)
2. Production of DR drawing set,
   a. Illustrative and black/white overall and enlarged plan set (4)
   b. illustrative street sections (3+)
3. Detail sheets on paving, water feature and seating
4. Material and planting intent
5. Design team coordination to submit DR drawing set by end of Feb.

Scope of Work compensation or ROM:

150 hours at $165/hour, coordination, design, production, meeting/review time.
5 hours at $255/hour, peer review time

Attachments:

ZIMMER GUNSUL FRASCA ARCHITECTS LLP	**CLIENT NAME**
Debbie Chow	
Signature	Signature
Date: Feb 3, 2022	Date:

AGENDA BILL

Agenda Subject: Amendment 1 to Task Order 19-002, GGLO Professional Design Services for the Linen Blocks on Grove Street Streetscapes Improvement Project.	**Date:** February 14, 2022
Staff Contact: Amy Fimbel Project Manager Kathy Wanner Contracts Manager	**Attachments:** A. Resolution 1747 B. Task Order 19-002 Amendment 1
Action Requested: Adopt Resolution 1747 approving Amendment 1 to Task Order 19-002 GGLO Professional Design Services for the Linen Blocks on Grove Street Streetscapes Improvement Project.	

FISCAL NOTES

Task Order 19-002 total not-to-exceed amount of $121,998 is amended by Resolution 1747 to the amount of $473,894. The project's FY2022 approved budget sufficiently funds the amended task order.

BACKGROUND

In April 2021, CCDC completed its selection process for a professional design team for the Linen Blocks on Grove Street Streetscapes Improvement Project which is focused on the west end of Grove Street between 9th and 16th Streets. The RFQ was issued March 15, 2021 to three Landscape Architects on the CCDC roster, and proposals were received from each of the three firms. The proposals were evaluated and scored by a multi-agency selection panel in accordance with the criteria and procedures set forth in the RFQ and the selection panel determined that GGLO was the best qualified and highest ranked proposer.

On July 12, 2021, CCDC's Board of Commissioners approved Resolution 1710, which approved GGLO as Landscape Architect of Record for the Project and approved Task Order 19-002 with GGLO for a scope of work involving alternatives analysis and preferred concept design (30% design), stakeholder engagement and public outreach, and City of Boise Design Review submittal and approval. GGLO has submitted to Design Review and the project is expecting approval soon. With that milestone complete, the project will enter into the next phase of design.

Amendment 1 to Task Order 19-002 for GGLO includes professional services to progress the design through 60% technical design. It also includes some additional services to complete the

concept design, topographic survey/base mapping, geotechnical evaluation, traffic analysis related to expanded project scope. Agency staff and GGLO negotiated the scope of service and the proposed fee that is included in Amendment 1. The fee amount for Amendment 1 exceeds the Executive Director's independent spending authority, and as such, staff is requesting board approval of the proposed Amendment.

Upon completion of the preliminary design phase, the Agency intends to negotiate future task order amendments with GGLO for the following remaining steps of the project: final design (95% design), obtaining appropriate permitting approvals, finalizing construction documents, supporting the bidding of the work and administering construction of the project.

STAFF RECOMMENDATION

Staff recommends that the Agency's Board find it in the best interest of the public and the Agency to approved Amendment 1 to Task Order 19-002, GGLO's Professional Design Services for the Linen Blocks on Grove Street Streetscapes Improvement Project.

Suggested Motion:

I move to adopt Resolution 1747 approving Amendment 1 to Task Order 19-002 with GGLO's for Professional Design Services for the Linen Blocks on Grove Street Streetscapes Improvement Project.

RESOLUTION NO. 1747

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 AMENDMENT 1 TO TASK ORDER 19-002 WITH GGLO ARCHITECTURE, INTERIOR DESIGN, LANDSCAPE ARCHITECT, PLANNING AND URBAN DESIGN, LLC (“GGLO”) FOR THE LINEN BLOCKS ON GROVE STREET STREETSCAPES IMPROVEMENT PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT 1 TO TASK ORDER 19-002 AND ANY DOCUMENTS OR AGREEMENTS NECESSARY TO IMPLEMENT THE AMENDMENT, 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"), a duly created and functioning urban renewal agency for Boise City, Idaho, hereinafter referred to as the "Agency."

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

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

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

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

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

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

WHEREAS, 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, in March 2021 the Agency used a Request for Qualifications procurement process to select GGLO Architecture, Interior Design, Landscape Architect, Planning and Urban Design, LLC ("GGLO") to provide the necessary design services for the Agency's planned Linen Blocks on Grove Street Streetscapes Improvement Project; and,

WHEREAS, upon approval of Resolution No. 1710 by its Board of Commissioners on July 12, 2021, the Agency entered into Task Order 19-002 with GGLO to act on the Agency's behalf as the Landscape Architect of Record for the Linen Blocks on Grove Street Streetscapes Improvement Project for a scope of work involving transitioning from visioning to concept design, stakeholder engagement and public outreach, and City of Boise Design Review approval; and,

WHEREAS, the Agency and GGLO desire to amend Task Order 19-002 at this time to add additional services to advance the project through preliminary design (60% design).

WHEREAS, attached hereto as Exhibit A, and incorporated herein as if set forth in full, is Amendment 1 to Task Order 19-002 and exhibits thereto ("Agreement") with GGLO whereby GGLO will complete additional services necessary to bring the project through preliminary design, as described therein; and,

WHEREAS, the Agency Board finds it in the best public interest to approve Amendment 1 to Task Order 19-002 with GGLO and to authorize the Agency Executive Director to execute same.

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

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

Section 2: That Amendment 1 to Task Order 19-002 with GGLO, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to execute Amendment 1 to Task Order 19-002 with GGLO for an additional amount of ($351,896) for a new Task Order amount of FOUR HUNDRED SEVENTY-THREE THOUSAND EIGHT HUNDRED NINETY-FOUR DOLLARS ($473,894); and further, is hereby authorized to execute any necessary documents or agreements necessary to implement Amendment 1 to Task Order 19-002, subject to representation by Agency legal counsel that all necessary conditions have been met; the Agency is further authorized to expend any and all funds contemplated by Amendment 1 to Task Order 19-002 and to perform any and all other duties required pursuant to said Task Order and Amendment 1.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 14, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on February 14, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

GGLO
2019-2024 ON-CALL PROFESSIONAL SERVICES AGREEMENT

TASK ORDER #19-002
AMENDMENT No. 1

*CONSULTANT: Use the Project Name and **PO# 210076** on all project-related invoices.*

PROJECT NAME: **Linen Blocks on Grove Street Design Services**

ORIGINAL TASK ORDER DATE:	July 16, 2021
Original Task Order Amount:	$121,998
Amendment No. 1 Amount:	$351,896
New Task Order Amount:	**$473,894**

TASK ORDER AMENDMENT NO. 1 DATE: _____

Task Order #19-002 is hereby amended as set forth in this Amendment No. 1. All other terms and conditions of Task Order #19-002 dated July 16, 2021 remain in full force and effect.

1. SECTION 3: SERVICES TO BE PERFORMED ("Scope of Services")

The Linen Blocks on Grove Street project focuses on Grove Street between 9th and 16th Streets and includes improved bike and pedestrian infrastructure, intersection signal upgrades, roadway reconstruction/rehabilitation, stormwater improvements, lighting, public art, street trees and furnishings. Due to the complexity of the project, additional time and effort is needed for the concept design, topographic survey/base mapping, geotechnical evaluation, traffic analysis, and progression of the design to 60% preliminary design as further described and detailed in **Exhibit A**, attached hereto.

2. SECTION 5: COST; INVOICES

By this Amendment No. 1, CCDC is approving an increase of **THREE HUNDRED FIFTY-ONE THOUSAND EIGHT HUNDRED NINETY-SIX DOLLARS ($351,896)** for a new Task Order total amount of FOUR HUNDRED SEVENTY-THREE THOUSAND EIGHT HUNDRED NINETY-FOUR DOLLARS ($473,894). The Scope of Work, specific tasks and costs associated are further outlined in **Exhibit A.**

3. SECTION 6: SCHEDULE

CONSULTANT will begin work upon execution of this Task Order Amendment No. 1 and work diligently toward completion of the 60% design by May 16, 2022. Further detail of project schedule is outlined below and further described in **Exhibit A**.

- 60% Design Completion – May 16, 2022

CCDC will negotiate future task order amendments to complete CDs and construction administration phases of the project.

4. SECTION 7: DELIVERABLES / COPIES OF PRODUCTS

CONSULTANT shall provide CCDC with the additional work products and services as described in **Exhibit A**.

5. CONTRACT TERMS

Terms of the 2019-2024 On-Call Professional Services Agreement shall apply to the services performed and work products created under this Task Order.

End of Amendment No. 1 to Task Order #19-002

[Signatures appear on next page.]

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Amendment No. 1 to Task Order #19-002 as of the date last written below.

CAPITAL CITY DEVELOPMENT CORP.	CONSULTANT GGLO
John Brunelle, Executive Director	Mark Sindell, Principal
Date:	Date: 1/28/2022

Exhibits

A: CONSULTANT'S Proposal / Scope of Work dated January 25, 2022 (thirty-nine pages)

Budget Info / For Office Use	
Fund/District	302 | 303
Account	6250
Activity Code	20006
PO #	210076
TO Term	June 15, 2022

GGLO

EXHIBIT A

ARCHITECTURE
INTERIORS
LANDSCAPE
URBAN DESIGN

Supplemental Services Agreement

Project:	Linen Blocks on Grove Street Design Services	**Owner:**	John Brunelle, Executive Director CCDC
Date of Agreement:	July 12, 2021	**SSA No.:**	SSA-01
Date of SSA	January 25, 2022	**Project No.:**	2021031.01

In accordance with the Agreement referenced above, authorization is hereby given to:

☒ proceed with Additional Services
☒ proceed with revised scope of Basic Services
☒ incur Reimbursable Expenses

AS FOLLOWS:

Task 981 (Westside) & Task 982 (River Myrtle/ Old Boise) Base Mapping, Geotechnical & Traffic Analysis

Additional services to provide base map/ survey, collect geotechnical information and traffic analysis for the development of the *Linen Blocks on Grove Street Streetscape Improvement Project*. Concept plans will be realigned and tested to the survey. Studies and design of Grove Street will be updated per approved lane adjustments by ACHD.

Work for both Tasks include:

- Survey of Grove Street between 9th Street and 17th Street (See Exhibit A for detailed scope)
- Traffic Data Collection for 16th & Grove Street Intersection (See Exhibit B for detailed scope)
- Intersectional Capacity Analysis at the 16th & Grove Street Intersection (See Exhibit C for detailed scope)
- Geotechnical Services (See Exhibit D for detailed scope)

Task 381 (Westside) & 382 (River Myrtle/ Old Boise) Concept Design

Increase the Concept Design fee to account for the following additional scope items:

- Two-month extension of Concept Design Phase
- Additional Coordination Meetings with City Planner
- Additional Coordination for Public Art (Vangie Osborne an Arts and History)
- Meeting with Accessibility Advisory Group
- Design Iterations for the 14th-15th Block Study, parking layout, road alignment, plaza design

- CMGC interview and selection
- CMGC Coordination and Pavement Mockup

Task 481 (Westside) & 482 (River Myrtle/ Old Boise) 60% Preliminary Design

GGLO will be provide Landscape Architectural Services and Project Administrative Lead. Civil, Electrical, and Structural will be provided by GGLO subconsultants. CCDC Approved Design Review Submittal to serve as basis for 60% Preliminary Design Phase

GGLO Scope of Work:

- Project Administrative Lead/ Project Management
  - Manage listed subconsultants, administer subconsultant contracts and facilitate delivery of drawing sets including meetings and coordination.
  - Create and maintain Project Schedule.
  - Bi-Weekly Owner/ Design Team meetings (video conference). Includes administrating meetings, agendas, and minutes.
  - Documentation Model Management

- Authorities Having Jurisdiction (AHJ) Coordination
  - Coordination with approval agencies: City of Boise Design Review and Boise Fire Department.
  - Coordination of design with Arts & History, Parks and Recreation, Community Forestry, City of Boise Planning, City of Boise Parking Services

- 60% Preliminary Design
  - Facilitate Kickoff Meeting (video conference)
  - Respond to comments from Design Review (DR) Package
  - (1) Resubmittal of DR Package
  - Prepare preliminary Landscape Plan (Hardscape Finishes, Lighting, Site Furnishings, Art – including general layout, lighting, footings)
  - Prepare preliminary Irrigation Plan
  - Prepare preliminary Planting Plan
  - Prepare preliminary Landscape Details
  - Prepare Draft Project Specifications
  - Conduct 60% Preliminary Design Review with CCDC and AHJ
  - Coordinate preparation of 60% Preliminary Design Set with CM/GC
  - Aide CM/GC in development of 60% cost estimate
  - (2) Site Visits for project and/or contractor coordination

- 60% Preliminary Design Package Deliverables:
  - Preliminary Landscape Plan
  - Preliminary Irrigation Plans
  - Preliminary Planting Plans
  - Preliminary Landscape Details
  - Draft Landscape Specifications
- Duration: 4 months

Attachments:

Exhibit A: Civil Survey Scope of Work & Fee Estimate
Exhibit B: Traffic Scope of Work & Fee Estimate
Exhibit C: HDR Scope of Work & Fee Estimate
Exhibit D: Geotechnical Scope of Work & Fee Estimate
Exhibit E: MEP Scope of Work & Fee Estimate

Compensation shall be adjusted as follows:

Task	Westside Fee	RMOB Fee	Terms
Base Mapping & Traffic Analysis	**Task 981**	**Task 982**	
HDR (Civil)	$3,244	$3,244	Hourly, NTE
Civil Survey (Survey)	$31,370	$31,370	Hourly, NTE
L2 Data Collection (Traffic)	$175	$175	Hourly, NTE
Terracon (Geotechnical)	$6,934	$6,934	Hourly, NTE
Subtotal	**$41,723**	**$41,723**	
Concept Design Extension	**Task 382**	**Task 383**	
GGLO (Landscape)	$31,810	$40,010	Hourly, NTE
Subtotal	**$31,810**	**$40,010**	
60% Preliminary Design	**Task 482**	**Task 483**	
GGLO (Landscape)	$38,490	$38,490	Hourly, NTE
HDR (Civil)	$53,200	$53,200	Hourly, NTE
Musgrove (Electrical)	$5,700	$5,700	Hourly, NTE
Subtotal	**$97,390**	**$97,390**	
Reimbursable Expenses	**Task 002**	**Task 003**	
Expenses (Terracon)	$175	$175	Estimated
Printing, Travel, Etc.	$750	$750	Estimated
Subtotal	**$925**	**$925**	
Total	**$171,848**	**$180,048**	

Upon execution, this Supplemental Services Agreement shall become a part of the original Agreement referenced above, and supplemental services described above shall commence.

Submitted by:
GGLO,
1199 Shoreline Ln Ste 290
Boise, ID 83702

By:

Printed Name: Mark Sindell
Title: Principal
Date:1/25/2022

Authorized by Owner:
CCDC
121 N. 9th Street, Ste 501
Boise, ID 83702

By:

Printed Name:
Title:
Date:

GGLO Task Hours and Fee Summary

	Westside				River-Myrtle (RMOB)				Total
Task 382 & 383: Concept Design Extension	**PIC ($280)**	**PLA ($170)**	**PD ($125)**		**PIC ($280)**	**PLA ($170)**	**PD ($125)**		
Administrative Lead/ Project Management Extension				**Subtotal**				**Subtotal**	
Manage subconsultants, administer contracts, facilitate delivery of drawing sets and coordinate scope of services including meetings, invoicing	4	20		24	4	20		24	
Update and maintain Project Schedule	1	4		5	1	4		5	
Additional City of Boise Coordination meetings and documentation		8	4	12		8	4	12	
Bi-Weekly Owner/ Design Team meetings (video conference). Includes administrating meetings, agendas and minutes	1	8		9	1	8		9	
Continuation of Documentation/Model Management		8		8		8		8	
Subtotal Hours	6	48	4	58	6	48	4	58	
Subtotal Fee	$1,680	$8,160	$500	**$10,340**	$1,680	$8,160	$500	**$10,340**	**$20,680**
Public Engagement									
Accessibility Workshop		4				4		4	
Neon Sign Coordination	2	12	2		2	12	2	28	
Driveway Apron negotiation/documentation with Property Owners		4				4			
Subtotal Hours	2	20	2		2	20	2	24	
Subtotal Fee	$560	$3,400	$250	**$4,210**	$560	$3,400	$250	**$4,210**	**$8,420**
Additional Concept Design Documentation									
Grove Street between 14th & 15th: Parking iterations, plaza design, road alignment iterations, side street parking					4	20	20	44	
Parking Studies for 14th between Grove Street & Front Street						4	4	8	
Additional Coordination with 11th Street Design Team		8		8		8		8	
Contractor Selection	1	8		9	1	8		9	
CMGC Coordination		16		16		16		16	
Grove Street @ 16th Turning Lane Study/Design Adjustments		4	12	16		4	12	16	
Plan updates	2	40	16	58	2	40	16	58	
Subtotal Hours	3	76	28	107	7	100	52	159	
Subtotal Fee	$840	$12,920	$3,500	**$17,260**	$1,960	$17,000	$6,500	**$25,460**	**$42,720**
Task 382 & 383: Concept Design Extension Fee				**$31,810**				**$40,010**	**$71,820**

Task 482 & 483: 60% Preliminary Design	**PIC ($280)**	**PLA ($170)**	**PD ($125)**		**PIC ($280)**	**PLA ($170)**	**PD ($125)**		
Administrative Lead/ Project Management				**Subtotal**				**Subtotal**	
Manage subconsultants, administer contracts, facilitate delivery of drawing sets and coordinate scope of services including meetings, invoicing	4	16		20	4	16		20	
Update and maintain Project Schedule		4		4		4		4	
Bi-Weekly Owner/ Design Team meetings (video conference). Includes administrating meetings, agendas and minutes.	8	16		24	8	16		24	
Subtotal Hours	12	36		48	12	36		48	
Subtotal Fee	$3,360	$6,120	$0	**$9,480**	$3,360	$6,120	$0	**$9,480**	**$18,960**
Authorities Having Jurisiction Coordination									
Coordination with approval agencies: COB Design Review and Boise Fire Department	1	16		17	1	16		17	
Coordination with departments: Arts & History, Parks & Recreation, Community Forestry, COB Planning, COB Parking Services	1	4		5	1	4		5	
Design Review comments response	1	4		5	1	4		5	
(1) Design Review Resubmittal	1	4	16	21	1	4	16	21	
Subtotal Hours	4	28	16	48	4	28	16	48	
Subtotal Fee	$1,120	$4,760	$2,000	**$7,880**	$1,120	$4,760	$2,000	**$7,880**	**$15,760**
60% Preliminary Design Documentation									
Facilitate Kickoff meeting	1	2	2	5	1	2	2	5	
Documentation Model Management		24	4	28		24	4	28	
Prepare Preliminary Plans per scope of work	2	16	40	58	2	16	40	58	
Prepare 60% Project Specifications	2	16		18	2	16		18	
CMGC Coordination	1	8		9	1	8		9	
(2) site visits	4	8		12	4	8		12	
Subtotal Hours	10	74	46	130	10	74	46	130	
Subtotal Fee	$2,800	$12,580	$5,750	**$21,130**	$2,800	$12,580	$5,750	**$21,130**	**$42,260**
Task 482 & 483: 60% Preliminary Design Fee				**$38,490**				**$38,490**	**$76,980**
Grand Total				**$70,300**				**$78,500**	**$148,800**

Exhibit A: Survey Scope of Work & Fee Estimate

300 TOPOGRAPHIC SURVEY & BASE MAPPING

Civil Survey Consultants, Inc. (CSC) will perform topographic survey for this project as a sub-consultant to GGLO. CSC will develop base mapping from all topographic survey collected in the field as well as property boundary research and calculations performed. CSC will prepare a survey notification letter to be delivered to all property owners along the project limits. CCDC will review and approve this letter and CSC will deliver it to each property owner before any field survey work is conducted. Topographic survey limits will be Grove Street between 9th Street and 17th Street/Fairview Avenue in Boise, ID.

CSC will establish a minimum of eight (8) temporary benchmarks (TBM), one per block, throughout the project area in the field and will provide horizontal and vertical location information for all TBMs in the topographic survey deliverable. The TBM's shall be established in locations which minimize disturbance during construction and must be easily accessible to the contractor and/or surveyor. Monuments within the roadway, i.e. Centerline monuments, and intersection monuments as well as chiseled "X" in curbs which will be destroyed during construction shall not be used as TBM's.

CSC will procure all title reports and conduct property research to identify all R/W lines, property lines, and easement lines within the project area. All such line work will be included in the base map.

Assumptions

- All existing features along the corridor extending from right-of-way to right-of-way (80 feet wide, typically), centered on the roadway, will be surveyed. An additional 5-10 feet of survey width will be collected behind existing sidewalk and at pedestrian ramp locations. Survey limits will be to face of building where back of sidewalk is in close proximity. Features will be surveyed beyond the ROW where feasible and relevant to the project and will be included in right of entry letters. Topographic survey shall extend 100 feet in each direction along intersecting streets.
- No digital terrain model of existing ground will be provided. CSC will provide HDR with the raw survey data in a format that will allow HDR to produce the model.
- There are 35 parcels along the project limits. CSC will acquire title reports for properties located at intersecting street corners. With modifications to pedestrian ramps, the parcels located on street corners are the most likely to require easements and/or right-of-way impacts. It is anticipated that a maximum of 29 title reports will be required. The cost of the title reports is included in the estimate.
- This scope of work assumes a maximum of 29 parcels will have right-of-way impacts and require legal descriptions.
- All survey data including found and set monuments shall be converted to the Ada County GIS Coordinate System which is a modified state plane projection unique from standard Idaho State Plane Coordinate. All mapping shall be on the Ada County GIS Coordinate System. A list of physical monuments with the corresponding Ada County GIS coordinates is available at https://adacounty.id.gov/Development-Services/Surveying-Division/GPS-Control.
- The feature location surveys for determination of x,y,z coordinate values shall comply with FGDC Geospatial Positioning Accuracy Standards, Part 4: Standards for Architecture, Engineering, Construction (A/E/C), and Facility Management.

- All original field notes and computer files shall become the property of CCDC.
- No paper copies of the base map will be provided.
- After construction is complete, in order to verify right of way that was acquired, CCDC will provide copies of the recorded ROW acquisition documents complete with instrument numbers, which will be used to help create the Record of Survey drawings.

Deliverables

- Survey Notification letters prepared and delivered to CCDC for review and approval. After approval, the letters shall be delivered to the property owners at least seven (7) days before survey activities begin.
- Existing right-of-way and property ownership base map (including all private and utility easements)
- Topographic map and survey data for the project
- Coordinates for all survey data including topographic data, right-of-way data, monuments, control points set and found, benchmarks, and all mapping shall be provided to HDR on the Ada County GIS Coordinate System which is a modified state plane projection unique from standard Idaho State Plane Coordinate.
- TBM information.
- Request to DigLine for utility mapping
- Topographic mapping sufficient for the design of roadway improvements
- Base Map of Existing Utilities (created from maps provided by utility companies and Digline information)
- After construction is complete, any existing monuments disturbed during construction will be reset. Monuments will be set in locations where new right of way was acquired. A Record of Survey will be prepared and recorded with the Ada County Assessor's Office.

CCDC
Grove Street
Civil Survey Consultants
Survey Services Man-Hour and Fee Estimate

Task Description	Project Manager	Chief Of Surveys	Project Engineer	Project Surveyor	Design/ Survey Tech.	Survey Crew	Total Man-Hours
1.0 General							
1.2 Project Administration/Meetings	4						4
Project Initiation	4						4
Invoices	2						2
Quality Control	8						8
3.0 Location Surveying and Mapping							
Existing right-of-way and property ownership				40			40
Request Utility Locates/Mapping from Digline					1		1
Request Title Reports					1		1
Topography field survey (approx 3,200 ft)					16	64	80
Topographic mapping (office/drafting)					40		40
Review/Draft Utilities based on Mapping					8		8
Set TBM's						4	4
Monument & Property Corner Search & Tie				8		24	32
Preparation of Legal Descriptions and Sketches (up to 29 max)				87			87
Record of Survey (field)					8	32	40
Record of Survey (office)				32			32
Total Man-Hours	18	0	0	167	74	124	383

Design Services			
Classification	Hours	Rate	Total
Project Manager	18	$ 145.00	$ 2,610.00
Chief Of Surveys	0	$ 145.00	$ -
Project Engineer	0	$ 132.00	$ -
Project Surveyor	167	$ 120.00	$ 20,040.00
Design/Survey Technician	74	$ 100.00	$ 7,400.00
Survey Crew	124	$ 165.00	$ 20,460.00
Labor SubTotal	383		$ 50,510.00

Direct Costs			
Classification	Each	Costs	Total
Title Reports	29	$ 250.00	$ 7,250.00
Recording Fee (ROS)	1	$ 50.00	$ 50.00
Direct SubTotal			$ 7,300.00

Total Costs (Labor + Direct) =	**$57,810.00**
Additional Survey for Sewer (Approved by CCDC on 11/01/2021) =	**$4,930.00**
Revised Budget =	**$62,740.00**

Exhibit B: Traffic Scope of Work & Fee Estimate

L2 Data Collection
and GPS Fleet Management Solutions

October 12, 2021

TRAFFIC DATA COLLECTION SERVICES FOR
GGLO
Scope of Services and Cost Proposal

L2 Data Collection (L2DC) is pleased to submit this proposal to provide traffic data collection services in Boise, ID:

1. **Data Collection: Intersection Turning Movement**
   Type: Vehicle Volume & Direction
   Time: 7-9AM and 4-6PM
   Classification: No
   Day: Weekday (non-holiday)
   Locations:
   16th and Grove Street

2. **Deliverables**
   The Traffic Data Report will be delivered no later than 5 days after the on-site data collection is completed.

3. **Contract and Payment Terms**
   Payment terms for the services listed above are net 60 days. Client will notify L2DC, prior to authorizing work, if terms are pay-when-paid.

4. **Cost Proposal**
   The total lump-sum cost for the services listed above is $350.00, including travel time, mileage, data collection and data processing.

Site Map

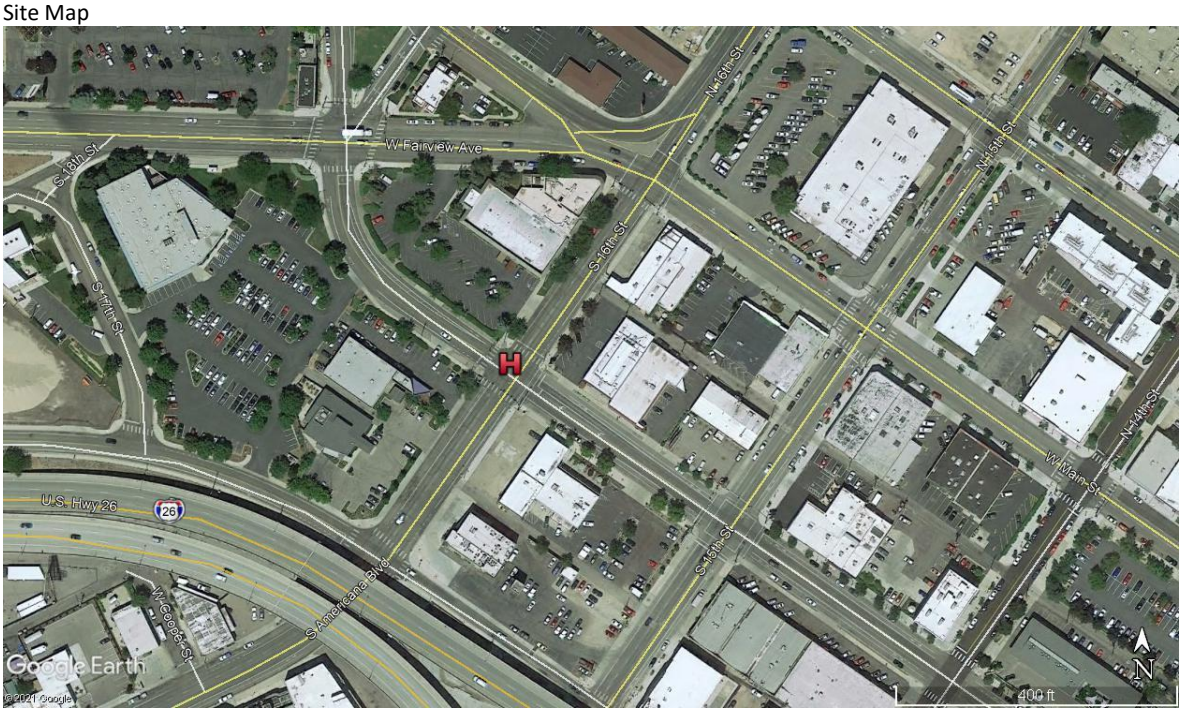


Exhibit C: Civil Scope of Work & Fee Estimate

October 12, 2021

Christine Harrington
Senior Associate, GGLO
1301 1st Ave Ste 301
Seattle, WA 98101

Dear Christine,

HDR is pleased to present the following proposal to provide an intersectional capacity analysis at the intersection of 16th and Grove for the Linen Blocks on Grove Street Streetscape Improvement Project.

Please let us know if you have any questions regarding the proposed scope of services.

Sincerely,
HDR Engineering, Inc.



Pierson Dewit

Traffic and Planning Section Manager



Kate Eldridge

Vice President

hdrinc.com

412. E Parkcenter Blvd. – Suite 100
Boise, ID 83706-6659

Key Understandings

The following are the key understandings of the analysis

Key Understandings

- The intersection of 16th and Grove will be analyzed in isolation. Changes in travel patterns in the downtown grid that may be caused by changes in lane configurations at the intersection are not considered as part of this analysis.
- Only AM and PM peak hour periods will be analyzed
- The existing year is considered to be 2021 and the design year is considered to be 2040.

1. HDR - Project Management / Administration

- Project Management
  - HDR will prepare invoices for this project under the previous Linen Block on Grove Streetscape Improvement Project.

    Assumptions
    - Analysis duration is assumed to be two (2) months for estimating purposes
    - Project Schedule will be administered by GGLO – HDR will provide input for tasks assigned
    - This scope includes one virtual coordination meeting to be attended by two (2) HDR staff. HDR will prepare minutes from the meeting for dissemination to project team. Meeting will last one (1) hour pus 0.5 hours to develop minutes.

2. HDR Scope – Data Collection

- Existing Traffic Counts
  - HDR will utilize L2 Data Collection to conduct peak hour traffic counts at the intersection on a typical weekday.
  - Counts will include vehicle volume and directions

    Assumptions
    - L2 will contract directly with GGLO
    - AM Peak Hour is assumed to be between 7-9am.
    - PM Peak Hour is assumed to be between 4-6pm.
    - The attached document dated 10/12/21 will be used for defining the scope of services L2 will provide.

Existing Data Request

- HDR will request the following data from the ADA County Highway District
    - Signal Timings for both peak hours
    - GIS and Aerial Imagery
    - Design year travel demand, either daily, peak hour or both.
- HDR will review the collected data and additional requests as needed.

3. Existing Conditions Analysis

- Existing Conditions Analysis
    - HDR will create one (1) Synchro model of the intersection to analyze the existing intersection AM and PM conditions during the peak fifteen-minute periods using the data collected in Task 2.
    - HDR will create a summary of existing conditions for inclusion in the draft and final report.

      Assumptions
        - The intersection is assumed to be analyzed in isolation and not included in a larger grid.
        - No midday peak period analysis will be conducted.

4. Alternatives Analysis

- Future Year Volume Development
    - HDR will establish a base growth rate to determine the 2040 turning movements based on information obtained from ACHD.
    - HDR will create a summary of future year turning movements for inclusion in the draft and final report.

      Assumptions
        - Existing Intersection turning movement percentages will be perpetuated to the 2040 analysis year

- Alternatives Analysis
  - HDR will develop Synchro model for each of the peak periods for the following two scenarios:
    - No-build: No changes to the existing lane configurations
    - Build: the left turn lane on the east leg will be removed and the thru lane will be converted to a shared thru-left lane.
  - The no-build and build models will be analyzed for existing volumes and the design year volumes
  - Summaries for each of the alternative's measures of effectiveness will be include in the draft and final reports.

    Assumptions
    - Design year signal timing and analysis parameters will follow guidelines set forth in section 7106.6 in ACHD's policy manual.

5. Analysis Memorandum

- Draft Memorandum
  - HDR will develop the memo summarizing the intersection operational analysis conducted in Tasks 3 and 4.
  - HDR will submit a PDF draft copy of the memo to GGLO to distribute to partner agencies for comment
- Final Memorandum
  - HDR will summarize the comments received from the draft memo review and revise the memo as necessary.
  - HDR will submit a PDF final copy of the memo to GGLO to distribute to partner agencies for final approval.

    Assumptions
    - One (1) round of comments on the draft memo is assumed in the budget.
    - Two (2) weeks are assumed for agency partners to complete the draft memo review.

CONSULTANT NAME: **HDR Engineering, Inc.**
PROJECT NAME: **GGLO Grove Street**
PROJECT NO.: **N/A**
KEY NO. **N/A**

DESIGN

A. SUMMARY ESTIMATED MAN-DAY COSTS

	Man-Days		Man-Hours				Raw Labor
1 Project Principal	0.19	=	1.5	@	$224.00	=	$336.00
2 Transportation Engineer/Quality Cont	0.50	=	4.0	@	$224.00	=	$896.00
4 Project Manager/Transportation Busi	0.25	=	2.0	@	$192.00	=	$384.00
5 Traffic Engineer	2.06	=	16.5	@	$131.00	=	$2,161.50
6 Transportation EIT	2.63	=	21.0	@	$102.00	=	$2,142.00
7 CADD/BIM	0.38	=	3.0	@	$104.00	=	$312.00
9 Accountant	0.38	=	3.0	@	$85.00	=	$255.00
	6.38		51.00		**TOTAL LABOR COST =**		**$6,486.50**

HDR Total = **$6,486.50**

SCOPE OF SERVICES

Project Description

Capital City Development Corporation (CCDC), in cooperation with the City of Boise and ACHD is seeking to redesign Grove Street between 10th and 16th Streets in Boise, ID. The streetscape improvements in this area will focus on multi-modal transportation through the use of universal/accessible design best practices and with the goal of drawing more people and economic activity to the area.

This Scope of Services (SOS) includes the analysis and design necessary to develop the needed corridor improvements along Grove Street between 9th and 16th and intersection improvements at 10th, 12th, 13th, 14th, 15th, 16th and Grove Street. 11th / Grove Street intersection improvements will occur under a separate SOS. 9th / Grove and 17th / Grove Street intersection improvements are not included in this SOS.

HDR Engineering, Inc. (HDR) will lead all tasks in this scope with GGLO supporting landscaping and irrigation design.

All deliverables will be electronic PDF copies unless otherwise noted.

100 PROJECT MANAGEMENT & MEETING

101 Project Setup

HDR will set up and maintain a system of project management tools, reports and controls to monitor budget, and deliverables. This task also includes project close-out activities.

102 Invoicing and Progress Reports

Monthly invoices specific to this project will be developed for its duration. Progress reports will describe work completed during the previous month, deliverables submitted, and issues requiring attention by CCDC or GGLO staff.

103 Project Team Meetings

There will be up to eight (8) in-person or web-based Project Team meetings for the duration of the 60% design submittal. GGLO will be responsible for providing meeting agendas and materials for review in advance of the meeting and providing meeting notes after each meeting. HDR will provide task specific details outlined herein for these agendas in advance of each Project Team meeting. Project Team members will be responsible for reviewing materials and providing timely feedback and direction, when requested. Project Team Meeting # 1 will be a kick off meeting to outline this phase of the project.

In addition to the meetings described above, the HDR Project Manager will communicate with Project Team members throughout the project.

Assumptions

- The project tasks covered by this scope of services will require four (4) months, starting in January 2022 with 60% construction documents completed in April 2022.
- Four (4) monthly invoices, including labor and expense back-up.
- Invoices will be submitted electronically (PDF) to GGLO. Hard copies of the invoices will not be mailed.

- CCDC & GGLO will select and invite Project Team members to team meetings, potentially including representatives from the City of Boise and ACHD. CCDC will schedule meetings.
- HDR Project Manager and Design Lead will attend all Project Team Meetings for a duration of one and one-half (1.5) hours with one (1) hour to prepare support materials for GGLO agendas and meeting minutes.

Deliverables

- Four (4) monthly invoice packets, including progress report, back-up information, submitted via email.
- Support materials for project team meeting agendas and minutes.

200 60% DESIGN DEVELOPMENT

Based on the approved concept design, programming, comments, and site analysis HDR will create the 60% submittal Design Development plans.

201 Topography, Horizontal and Vertical Design & Plans

HDR will complete the design of the Grove Street corridor from 9th to 16th and associated intersection improvements within the project limits. Horizontal plan layout and elevation information will be shown along Grove Street with associated amenities and features, including overall street layout, signal, pedestrian, bike, and vehicular facilities. Raised intersections are proposed along each intersection within the project footprint. Horizontal and vertical design for each intersection will be incorporated into the proposed corridor design.

Deliverables

- Existing Ground Surface of topography mapping previously provided by Civil Survey Consultants.
- Plan and profile of the proposed design along Grove Street between 9th and 16th Streets – including intersections.

Assumptions

- Grove and 11th Street intersection improvements will be developed as a separate project.
- Structural section details and thickness requirements for Grove Street will be provided by ACHD.

202 Intersection Grading Design

Not included with the 60% submittal. Covered under the 95% submittal.

203 Stormwater Design & Irrigation Water Service

Project design must comply with the Clean Water Act, NPDES requirements and the currently approved ACHD Section 8000 Stormwater Policy and Section 8200 Stormwater Design Manual. Projects should use the Green Stormwater Infrastructure (GSI) Guidance Manual to determine the feasibility of GSI for the project area.

HDR will evaluate the general characteristics of the project area, including existing drainage facilities and infiltration characteristics. The existing drainage infrastructure will be improved to accommodate the proposed roadway improvements. Proposed drainage improvements will consist of developing Silva Cells at locations identified in the approved concept.

HDR will prepare a Draft Stormwater Memo documenting existing infrastructure conditions and proposed design for submittal to CCDC, GGLO, the City of Boise, and ACHD.

HDR will depict the proposed design of the stormwater report on the design plans. Storm sewer networks, surface collection and discharge facilities, inlets, and culverts will be depicted on the plans.

HDR will determine and identify a location for water service specific to irrigation use within the project limits. HDR will coordinate with Suez to determine the proposed water services location and obtain their approval.

Assumptions

- ACHD will provide existing stormwater system information and design files, as available and applicable.
- Silva Cells will be incorporated into the roadway design at locations identified in the approved concept.
- Infiltration rates for proposed Silva Cell and other drainage improvements will be provided by Terracon under a separate SOS.
- ISPWC standard items will be used for placement of the water service for irrigation.

Deliverables

- Draft Stormwater Memo – Included with the 60% submittal
- *Final Stormwater Memo – Delivered with the 95% submittal*

204 Erosion and Sediment Control
Not included with the 60% submittal. Covered under the 95% submittal.

205 Signal Design, City of Boise Duct Bank and ACHD Interconnect
HDR will develop the preliminary horizontal locations for each signalized intersection at:

- 10th / Grove
- 13th / Grove
- 15th / Grove
- 16th / Grove

The 60% signal design will evaluate the general characteristics of the sidewalk, landscape buffer and raised intersection to orient the signal, pedestrian and bike signal infrastructure. The proposed location for all foundations and pole placement will be incorporated with the 60% design submittal.

HDR will provide a preliminary plan view layout of the proposed City of Boise Duct Bank conduit runs and vault locations.

HDR will provide a preliminary plan view layout of the proposed ACHD interconnect conduit runs and vault locations.

HDR will evaluate the potential to co-locate the ACHD interconnect and City of Boise Duct Bank in a single trench.

Assumptions

- Stop Control will remain in place at the intersections of 12th / Grove and 14th / Grove.
- 11th / Grove signal design is not included in this SOS.

Deliverables

- Preliminary City of Boise Duct Bank and ACHD interconnect conduit and vault plan view locations will be depicted on the Roadway Plans.
- Preliminary Signal Design pole locations will be depicted on the Roadway Plans.

206 Right-of-Way
Not included with the 60% submittal. Covered under the 95% submittal.

207 Utility Coordination
HDR will coordinate with utilities as design progresses. HDR will attend one (1) coordination meeting with ACHD and utility company representatives to obtain additional information and address utility concerns.

Civil Survey will include information of existing utility facilities on the plans as identified in survey data and utility maps provided by the utility owners. This information will be contained in the provided topographic basemap completed under a previous contract. Additionally, HDR will:

- Review horizontal field survey designating subsurface utilities and provide utility location updates.
- Adjust design to avoid unnecessary utility conflicts, if possible.
- Coordinate with the design for the relocated private sewer utility proposed along Grove
- Coordinate with the 11th Street Design team for utility needs within the 11th/ Grove intersection in support of the Grove Street Design

Assumptions

- Any design required potholing data will be provided by the Construction Manager – General Contractor via a written request from HDR to GGLO.

Deliverables

- Utility Coordination Meeting summary
- Utility conflict evaluation

CCDC Responsibilities

- CCDC will schedule and facilitate the utility coordination meeting.

208 City of Boise Permits & ACHD Approval Process

Not included with the 60% submittal. Covered under the 100% submittal.

209 Signing and Pavement Markings

HDR will design the preliminary sign and pavement marking plans based on the 60% design.

Assumptions

- Signs and pavement markings provided will be specific to the roadway, bike and pedestrian facilities proposed along Grove throughout the project limits, excluding 11th / Grove which will be contained in the 11th Street Design Plans as a standalone project.

Deliverables

- Preliminary City of Boise Duct Bank and ACHD interconnect conduit and vault plan view locations
- Preliminary Signal Design pole locations will be depicted on the Roadway Plans.

210 Temporary Traffic Control

Not included with this SOS, to be completed by the project team General Contractor / Construction Manager - GGLO

211 Specifications and Contractor Notes

HDR will develop the necessary special provisions that modify the ISPWC and ACHD Supplemental Special Provisions as needed for plans developed for the 60% submittal. Contractor notes will be prepared for construction items requiring special consideration by the Contractor and will be included in the specifications.

Assumptions

- Specifications will follow ACHD standard formatting and include ACHD standard contractor notes.
- If an item number or description cannot be found, HDR will prepare a Special Provisions Request or Modification Form for ACHD's review and approval. No altered ISPWC, Special Provision (SP), or Standard Special Provisions (SSP) will be used or submitted without ACHD's and CCDC's approval.

212 Opinion of Probable Construction Cost

Not included with this SOS, to be completed by the project team General Contractor / Construction Manager - GGLO

213 Design Submittal

This task includes performing an internal review of all deliverables and preparing the submittal documents. GGLO will be responsible for transmitting plan sets to the Project Team.

Deliverables

- Title Sheet

- Survey Control (2 sheets)
- Typical Sections (2 sheets)
- Roadway Plan and Profile Sheets – Including Storm drain data and proposed signal foundation location, City of Boise Duct Bank and ACHD interconnect conduit and vault locations (6 sheets)
- Signing and pavement marking plan sheets (3 sheets)
- List on the plans, on table form, all calibration points, including northing, easting, elevation and monument type
- Show on the plan sheets, the locations of TBM's and provide TBM information (Station Offset, Northing, Easting, Elevation and monument type)
- Specifications, Special Provisions and Contractor Notes

214 Design Review Meeting

CCDC will distribute the design submittal documents to all reviewing parties, collect review comments from all parties, and provide comments and the review plan sets to HDR prior to the review meeting. HDR will compile comments for the plans outlined in this SOS in a Comment/Response Matrix and send a draft to the CCDC Project Manager prior to the review meeting. CCDC will make final decisions for conflicting review comments HDR will complete the Comment/Response Matrix after the Design Review meeting and submit to CCDC.

Deliverables

- Review Meeting Notes
- Maintain Comment/Response Matrix

CCDC Responsibilities

- Schedule and Host Meeting
- Provide Comments – One (1) week prior to the meeting

HDR Engineering, Inc.
Linen Blocks on Grove Street Streetscape Improvement Project

PROJECT NO._____: _____

			HDR									
			Kate	*Cameron*	*Pierson*	*Focht*	*Mauron Ghane*	*Brett*	*Healey*	*Aubrey*	*Alesha*
		SUBTOTAL HDR ONLY	**Project Principal**	**Transportation Engineer/Quality Control**	**Project Manager/Traffic and Planning Section Manager**	**Drainage Engineer**	**Roadway Engineer**	**Traffic PE**	**CADD/BIM**	**Traffic / Roadway EIT**	**Accountant**
100	**PROJECT MANAGEMENT & MEETINGS**	**84**	**2**	**2**	**38**	**0**	**28**	**0**	**0**	**0**	**14**
101	Project Setup	**14**	2	2	4						6
102	Invoicing and Progress Reports	**14**			6						8
103	Project Team Meetings	**56**			28		28				
200	**60% DESIGN DEVELOPMENT**	**586**	**0**	**24**	**94**	**86**	**122**	**40**	**152**	**68**	**0**
201	Topography, Horizontal and Vertical Design & Plans	**174**		4	20		96		54		
202	*Intersection grading Design (Not Included for 60%)*	**0**									
203	Stormwater Design & Irrigation Water Service	**166**		2	12	72	16		64		
204	*Erosion and Sediment Control (Not Included for 60%)*	**0**									
205	Signal Design, City of Boise Duct Bank and ACHD Interconnect	**72**		4	8			12	16	32	
206	*Right-of-Way (Not Included for 60%)*	**0**									
207	Utility Coordination	**24**			16				8		
208	*City of Boise Permits & ACHD Approval Process (Not Included for 60%)*	**0**									
209	Signing and Pavement Markings	**56**		2	6			20		28	
210	*Temporary Traffic Control (Not Included for 60%)*	**0**									
211	Specifications and Contractor Notes	**16**		4	12						
212	*Opinion of Probable Construction Cost (Not included in this SOS)*	**0**									
213	Design Submittal	**50**		8	12	6	6	4	10	4	
214	Design Review Meeting	**28**			8	8	4	4		4	
	Total:	**670.0**	**2.0**	**26.0**	**132.0**	**86.0**	**150.0**	**40.0**	**152.0**	**68.0**	**14.0**
	Total Check:	**670.0**	**2.0**	**26.0**	**132.0**	**86.0**	**150.0**	**40.0**	**152.0**	**68.0**	**14.0**
	Sub-Consultant Totals:		**670.0**								
	Percent of HDR Sub-Total:		**0.3%**	**3.9%**	**19.7%**	**12.8%**	**22.4%**	**6.0%**	**22.7%**	**10.1%**	**2.1%**

CONSULTANT NAME: **HDR Engineering, Inc.**
PROJECT NAME: **Linen Blocks on Grove Street Streetscape Improvement Proje**
PROJECT NO.: **N/A**
KEY NO. **N/A**

DESIGN

A. SUMMARY ESTIMATED PERSON-DAY COSTS

		Man-Days		Man-Hours				Labor
1	Project Principal	0.25	=	2	@	$305.00	=	$610.00
2	Transportation Engineer/Quality Control	3.25	=	26	@	$235.00	=	$6,110.00
3	Project Manager/Traffic and Planning Secti	16.50	=	132	@	$204.00	=	$26,928.00
4	Drainage Engineer	10.75	=	86	@	$135.00	=	$11,610.00
5	Roadway Engineer	18.75	=	150	@	$200.00	=	$30,000.00
6	Traffic PE	5.00	=	40	@	$149.00	=	$5,960.00
7	CADD/BIM	19.00	=	152	@	$108.00	=	$16,416.00
8	Traffic / Roadway EIT	8.50	=	68	@	$108.00	=	$7,344.00
9	Accountant	1.75	=	14	@	$90.00	=	$1,260.00
		83.75		670.00		**TOTAL LABOR COST =**		**$106,238.00**

B. OUT-OF-POCKET EXPENSES

Item	**No.**	**per**	@	**Cost**		Total
Printing (8.5x11)	50	sheet	@	$0.05	=	$2.50
Printing (8.5x11 Color)	75	sheet	@	$0.16	=	$12.00
Printing (11x17)	100	sheet	@	$0.10	=	$10.00
Printing (11x17 Color)	150	sheet	@	$0.32	=	$48.00
Roll Plot - Color	100	square foot	@	$0.90	=	$90.00
				HDR TOTAL ESTIMATED EXPENSE*	=	**$162.50**
				HDR Subtotal	=	**$106,400.50**

C. Escalation

Anticipated NTP Date: January 2022
Project/Phase Duration: 4 months
Escalation Period: 0 months

Total Labor		Esc Ratio		Annual Esc		
$106,238.00	X	0%	x	4.0%	=	**$0.00**

DESIGN TOTAL =	**$106,400.50**

Name	Position	2022 Rate
Kâren Sander	HDR Client Liaison	$179.00
Oliver Kuehne	Senior Planner and Urban Designer	$191.00
Kate Eldridge	Project Principal	$305.00
Matt Gurrad	Senior Landscape Architect	$198.00
Tom Shook	Transit Planner	$235.00
Cameron Waite	Idaho Transportation Business Group Manager	$228.00
Pierson Dewit	Senior Transportation Engineer	$204.00
John Singleton	Transportation Engineer	$180.00
Ben Focht	Transportation Engineer	$135.00
Brett Kohring	Transportation Engineer	$149.00
Aubrey Thomas	Transportation EIT	$108.00
Mauron Ghanem	Roadway Engineer	$200.00
Roy Blower	Roadway Engineer	$177.00
John Healey	CADD/BIM	$108.00
Rich Kinder	Construction Services Lead	$228.00
John McNeese	Construction Project Manager	$180.00
Jessica Dovel	Civil Construction Inspector	$132.00
Stephanie Borders	Sr. Public Involvement	$188.00
Jennifer Gonzalez	Public Involvement Coordinator	$129.00
Alesha Willis	Accountant	$90.00
Jessamyn Summers	Administration	$98.00
Summer Hudson	Technical Editor	$156.00

Effective Date: January 1, 2022

We reserve the right to update wage rates on January 1, 2023

NOTE: This rate sheet is considered CONFIDENTIAL information, not for distribution. The list of employees above may be supplemented as work tasks are identified by CCDC.

We reserve the right to add additional staff as appropriate for work requested.

Exhibit D: Geotechnical Scope of Work & Fee Estimate

October 13, 2021

HDR, Inc.
412 E Parkcenter Blvd Suite 100
Boise, Idaho 83706

Attn: Mr. Pierson Dewit
P: (208) 387-7115
E: pierson.dewit@hdrinc.com

Re: Scope of Geotechnical Engineering Services
Grove Street Drainage Evaluation
Grove Street from 10th Street to 16th Streets
Boise, Ada County, Idaho
Terracon Proposal No. P62215130

Dear Mr. Dewit:

We appreciate the opportunity to submit this scope of geotechnical engineering services to HDR, Inc. (HDR) for the above referenced project. The following are attachments to this cover letter.

Attachment A	Project Understanding
Attachment B	Scope of Services
Attachment C	Compensation and Project Schedule
Attachment D	Site Location and Nearby Geotechnical Data
Attachment E	Anticipated Exploration Plan

Your authorization for Terracon to proceed in accordance with this scope of services can be issued by providing a contract for our review.

Sincerely,
Terracon Consultants, Inc.

Greg J. Taddicken, P.E.
Office Manager

Ryan J. Olsen, P.E.
Senior Geotechincal Engineer

ATTACHMENT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by HDR and the expected subsurface conditions as described below. We have not visited the project site to confirm the provided information. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Location Information	The project is located at Grove Street from 10th Street to 16th Streets in Boise, Ada County, Idaho. The project alignment consists of 6 city blocks in an urban setting (approximately 2,300 feet). Approximate Latitude/Longitude: 43.6178°, -116.2100°
Existing Improvements	Grove Street is an urban roadway in a developed section of the City of Boise. Improvements include paved roadways with bike lanes and street parking, sidewalks, landscaping, business access, cross streets, and buildings. Currently, stormwater is shed from the surface to curb inlets along the segment.
Current Ground Cover	Ground cover consists of asphalt and concrete pavements. Urban landscaping is also present along the alignment.
Existing Topography	The alignment is generally level with a slight downward grade to the northwest.
Expected Subsurface Conditions	Based on our previous experience in the area, we anticipate the native soil conditions will consist of a fill layer of varying thickness and silty/clayey sand overlaying sand and gravel deposits. It is anticipated that groundwater may be encountered within the depths explored.

Planned Construction

Item	Description
Information Provided	Project details were provided by HDR via email correspondence between September 27, 2021 and October 11, 2021.
Project Description	The project includes pavement rehabilitation of Grove Street from 9th Street to 16th street and associated stormwater management improvements. We understand eastern end of the stormwater managements will be at 10th Street. Terracon's services relate specifically to subsurface drainage and proposed silva cell installation along the segment, and recommendations for pavement design and construction are not included in Terracon's services.
Stormwater Disposal	We understand that new silva cells will be included in construction to manage stormwater as a part of the pavement rehabilitation project.

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

A piezometer and infiltration test will be installed at two locations along the project alignment (a total of two piezometers and two infiltration tests). The anticipated approximate exploration locations are presented in Exhibit E.

Piezometer Installation and Groundwater Reading: Piezometers will extend to a maximum depth of about 15 feet and be constructed of two-inch I.D. PVC and will be protected with a flush-mount vault and locking cap.

In accordance with the ACHD Policy Manual, we propose to measure groundwater in the piezometers twice monthly. Due to the proximity to the Boise River the measurements will extend from mid-April through the end of June (maximum of 6 measurements). Groundwater measurements obtained after the issuance of our letter report will be provided via email. Abandonment of the piezometers is not included in these services.

Infiltration Rate Testing: Due to limited space to perform infiltration testing, we assume design level infiltration tests in accordance with Sections 8000 and 8200 of the ACHD Policy manual will be waived by ACHD and borehole test methods will be accepted for this project. The borings will extend to maximum depths of about 10 feet below the existing ground surface. The tests will be performed with 5-inch-diameter pipe through which to perform the test, so larger diameter augers will be used to advance the borings. Bentonite will be placed in the annular space around the pipe to act as a seal. The soil at the bottom of the test pipe will be presoaked the day prior to testing and performed with a head of water of approximately 24 inches.

Boring Layout and Elevations: We will use handheld GPS equipment to record the boring locations with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. Relative elevations will not be recorded. If elevations and more precise location information is needed, the borings should be surveyed by the project surveyors.

Right-of-Way Use Permitting: We assume an ACHD Right-of-Way Use permit will be required for our field exploration. We will submit the application for the permit with traffic control plans and exploration methodology for ACHD's review and approval. We assume that the fees for the ROW Use permit will be waived and those fees have not been included in our cost estimation. We assume that drilling will be restricted to nights between the hours of 9pm and 6am

Subsurface Exploration Procedures: We will advance soil borings with a truck-mounted drill rig using continuous-flight hollow-stem augers. Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Sampling will also occur at the bottom of infiltration test locations, with depths to be determined in the field. Soil sampling will be typically performed using split-barrel sampling procedures in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling, if encountered.

We propose to place the piezometer and preliminary infiltration rate testing borings in existing landscaping areas that are within the existing ROW (see Attachment E for proposed locations). We assume that night work will be required.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill infiltration test borings in accordance with Idaho Department of Water Resources requirements upon completion. We have included an expense line item in our cost estimate to repair irrigation/sprinkler lines that may be encountered in the landscape areas. Excess auger cuttings will be removed from the site. We will attempt to generally restore the exploration locations with the existing ground cover, which we assume to be soil, bark, or small landscape rock. Some disturbance will still be evident once exploration is complete.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface. Therefore, Terracon will contact the local “One-Call” utility location service, DigLine. We also retain a subcontract with a private utility locator to assist in identifying utilities near the proposed boring locations. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. Terracon will not be responsible for damage to unidentified utilities.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to evaluate the engineering properties of various soil strata. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS). Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Atterberg limits
- Grain size analysis
- Percent passing No. 200 sieve

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, review the field infiltration test data, and prepare a geotechnical engineering letter report.

Your project will be delivered using our ***GeoReport***® system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration and preliminary infiltration rate testing
- Geotechnical Engineering – Recommendations and geotechnical exploration letter report

When services are complete, we will upload a printable version of our completed geotechnical letter report, including the professional engineer's seal and signature. Submittals, collaboration and the report are maintained in our system.

The geotechnical engineering letter report will provide the following:

- Boring logs with field and laboratory data
- Groundwater levels observed during drilling, if encountered
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Infiltration rate testing results

Compensation

Based upon our understanding of the site, the project as summarized in Attachment A, and our planned Scope of Services outlined in Attachment B, we have developed project costs on a cost-plus-fixed-fee basis. Estimated hours, expenses, and associated costs are included in the tables on the following pages. The costs assume that exploration will be restricted to nights between the hours of 9pm and 6am and that all work will be completed in one work shift. If hours restrictions dictate that two mobilizations are required, additional costs will be incurred.

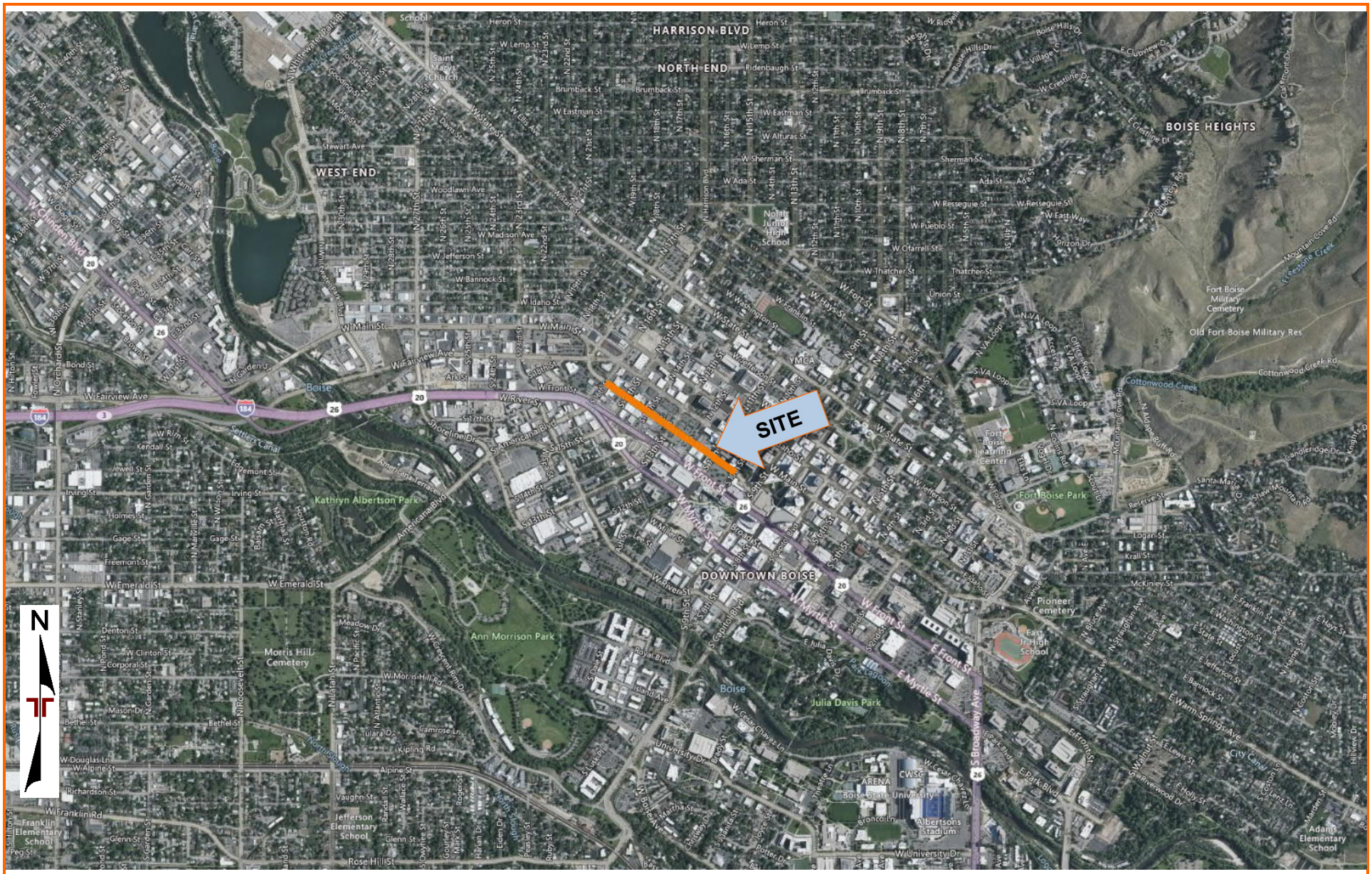
Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

Based on recent scheduling discussions with the drilling subcontractor, we anticipate the field exploration can occur within approximately 4 weeks of receiving notice to proceed. Verbal results of the infiltration testing can be provided within several days of drilling. We estimate the final geotechnical letter report can be completed within about 2 weeks after the soil borings are drilled. Groundwater measurements obtained after submittal of the letter report will be submitted via email.

ATTACHMENT D – SITE LOCATION

Grove Street Drainage Evaluation ■ Boise, Ada County, Idaho
October 13, 2021 ■ Terracon Proposal No. P62215130



ATTACHMENT E – ANTICIPATED EXPLORATION PLAN

Grove Street Drainage Evaluation ■ Boise, Ada County, Idaho

October 13, 2021 ■ Terracon Proposal No. P62215130

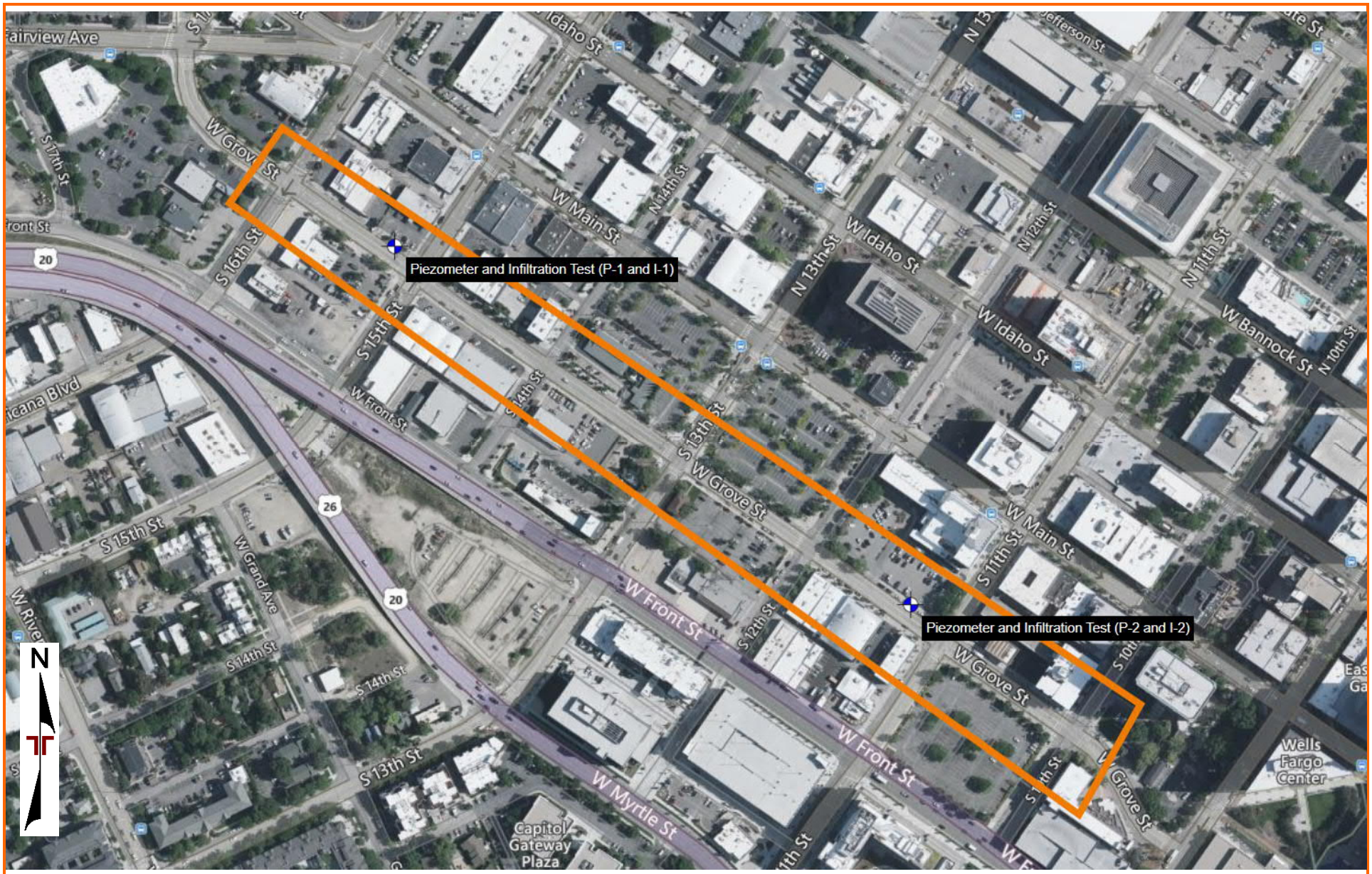


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

TERRACON
GEOTECHNICAL ENGINEERING SERVICES

Grove Street Drainage - 10th to 16th Streets

Boise, Idaho

LABOR HOUR ESTIMATE
October 13, 2021

Terracon Proposal No. P62215130

TASK #	TASK DESCRIPTION	TOTAL	SR. GEOTECHICAL ENGINEER	STAFF ENGINEER	FIELD ENGINEER	CLERICAL
1.0	**Administration and Invoicing**	4	0	2	0	2
	Administration and Invoicing	4		2		2
2.0	**Geotechnical Investigations**	56	4	14	37	1
	Boring Layout, Utility Locate, Temporary Use Permit & Traffic Control	10	1	2	7	
	Field Drilling Piezometers and Infiltration Rate Test Pipe Installation	13	1	1	11	
	Infiltration Rate Testing	11		1	10	
	Groundwater Measurements (Maximum 6 Measurements)	9		3	6	
	Laboratory Evaluations	2		1	1	
	Infiltration Letter Report	11	2	6	2	1
TOTAL LABOR HOURS		60	4	16	37	3

TERRACON
GEOTECHNICAL ENGINEERING SERVICES

Grove Street Drainage - 10th to 16th Streets

Boise, Idaho

COST ESTIMATE

A. SUMMARY ESTIMATED LABOR DAY COSTS

		Labor Hours		Hrly Rate		Cost
1	QC Review Engineer (R. Olsen)	4	@	$55.29	=	$221.16
2	Sr. Staff Engineer (L. Marsh)	16	@	$39.90	=	$638.40
3	Field Engineer (A. Silverthorne)	37	@	$28.85	=	$1,067.45
4	Sr. Admin. Staff (J. Schmalhorst)	3	@	$27.00	=	$81.00
				SUBTOTAL RAW LABOR COST	**=**	**$2,008.01**

* See Attached Labor Hour Estimate

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost		Approved Overhead Rate		
$2,008.01	X	185.17%	=	**$3,718.23**

C. FIXED FEE

Total Raw Labor & Overhead		Approved Fixed Fee Rate		
$5,726.24	X	12.0%	=	**$687.15**

D. FCCM

Total Raw Labor Cost		Approved FCCM Rate		
$2,008.01	X	0.53%	=	**$10.64**

E. OUT-OF-POCKET EXPENSE SUMMARY

		Estimated Amount		Unit Cost		Expense
1	Mileage[x]	64	@	$0.560	=	$35.84
2	Landscape Irrigation Repair (estimate)	1	@	$300.00	=	$300.00
				TOTAL ESTIMATED EXPENSE	**=**	**$335.84**

F. SUBCONSULTANTS AND TERRACON LABORATORY TESTING

		Estimated Quantity		Unit Cost		Expense
1	Drilling Contractor (night work estimate)	[xx]			=	$4,421.00
2	Traffic Control Contractor (estimate)	[xxx]			=	$2,000.00
3	Private Utility Locate (estimate)	[xx]			=	$400.00
4	Terracon Laboratory Testing					
	Moisture Content	3	@	$19.00	=	$57.00
	Atterberg Limits	1	@	$90.00	=	$90.00
	Sieve Analysis, SPT Samples	2	@	$70.00	=	$140.00
				TOTAL ESTIMATED SUB/LAB EXPENSE	**=**	**$7,108.00**

[x] As per the "FEDERAL PER DIEM RATES FOR IDAHO"

[xx] See Attached Subconsultant's Summary

[xxx] Estimate

TOTAL	=	$13,867.87

HAZ-TECH DRILLING, INC.
1798 E PLAZA LOOP
NAMPA, ID., 83687
PH: (208) 461-7277 OR (800) 359-1502
FAX: (208) 461-5211

PROPOSAL

TO: TERRACON
ATTN: RYAN

DATE : 10/13/2021
INVOICE # XX
PROJECT: GROVE STREET DRAINAGE
BOISE, ID.

TERMS : ***NET 30 DAYS***

DESCRIPTION	UNITS EST	UNIT PRICE	AMOUNT EST
MOB-DEMOB TRUCK MOUNT, PER DAY	1.00	$350.00	$350.00
AUGER DRILLING, PER FOOT	30.00	$22.50	$675.00
2" PIEZO'S INSTALLED, EACH	2.00	$575.00	$1,150.00
PERC BORINGS WITH 12" AUGER, EACH	2.00	$350.00	$700.00
MOVING / WATER HAUL / STANDBY, PER HOUR	2.00	$175.00	$350.00
SUPPORT EQUIPMENT, PER DAY	1.00	$150.00	$150.00
FLUSH MOUNT SURFACE COMPLETIONS, EACH	2.00	$150.00	$300.00
BENTONITE, PER BAG	10.00	$8.00	$80.00
SAND, PER BAG	12.00	$18.00	$216.00
OFF-SITE CUTTING DISPOSAL	1.00	$200.00	$200.00
NIGHT WORK SURCHARGE, PER SHIFT	1.00	$250.00	$250.00
		TOTAL AMOUNT EST:	**$4,421.00**

2 PIEZO'S TO 15'
2 PERC BORINGS UP TO 10' WITH 12" AUGER

SCOTT CORN

TERRACON
GEOTECHNICAL ENGINEERING SERVICES

Grove Street Drainage - 10th to 16th Streets

Boise, Idaho

Terracon Proposal No. P62215130

Traffic Control			
ITEM	**Quantity**	**Unit Price**	**Estimated Cost**
Two Flaggers Per Night Shift	1	$ 1,450.00	$ 1,450.00
Light Towers Per Night Shift	1	$ 120.00	$ 120.00
Mobilization, Signs, Delineation, Traffic Control Plans	1	$ 550.00	$ 550.00
TOTAL			**$ 2,120.00**

Based on a unit rates provided by Specialty Construction Supply

TERRACON
GEOTECHNICAL ENGINEERING SERVICES

Grove Street Drainage - 10th to 16th Streets

Boise, Idaho

Terracon Proposal No. P62215130

Private Utility Locating Service			
ITEM	**Quantity**	**Unit Price**	**Estimated Cost**
Private Utility Locating Service, Per Hour	4	$ 100.00	$ 400.00
TOTAL			**$ 400.00**

Based on a unit rates provided by Gem State Locating

TERRACON
GEOTECHNICAL ENGINEERING SERVICES

Grove Street Drainage - 10th to 16th Streets

Boise, Idaho

Terracon Proposal No. P62215130

MILEAGE ESTIMATE			
NO. TRIPS	**DESTINATION**	**ROUNDTRIP MILEAGE**	**TOTAL MILEAGE**
4	Project Site: Boring Layout, Utility Clearance, Drilling, Infiltration Rate Testing	16	64
		ESTIMATED PROJECT TOTAL MILEAGE	**64**

Exhibit E: MEP Scope of Work & Fee Estimate

MUSGROVE ENGINEERING, P.A.

Bill A. Carter, P.E. – Principal
Todd D. Nelson, P.E. – Principal
Kurt E. Lechtenberg, P.E. – Principal
Jason A. Rice, P.E. – Principal
Thad S. Mason, P.E. – Principal
Matthew N. Bradley, P.E. - Principal

BOISE OFFICE:
234 S. Whisperwood Way
Boise, Idaho 83709
208-384-0585

IDAHO FALLS OFFICE:
645 W. 25TH Street
Idaho Falls, Idaho 83402
208-523-2862

January 24, 2022

GGLO
1301 First Ave., Ste. 301
Seattle, WA 98101

RE: Engineering Fee Proposal - REVISED
Project – Linen Blocks on Grove Street Streetscape Improvements –
(60% Preliminary Design Submittal)

We appreciate the opportunity to continue to be a part of your design team on the above referenced project. Based on our understanding of the project, we propose the following fees for our services:

Electrical:

60% Design & Construction Documents:

Westside District:
Hourly, with a not-to-exceed amount of..... $ 5,700.00

River-Myrtle Old Boise District:
Hourly, with a not-to-exceed amount of..... $ 5,700.00

Reimbursable Expenses:
Expenses (mileage, printing, travel, deliveries) will be billed at cost.

The above fees are based on the following scope of work:

60% Electrical Design & Construction Documents:
- Historical Street lighting and receptacles. (Est. 40-Hours)
- Irrigation system electrical connections. (Est. 2-Hours)
- Electrical service modifications for “Art Ports”. (Est. 22-Hours)
- Electrical and controls connections for neon signs. (Est. 4-Hours)
- Electrical specifications. (Est. 2-Hours)

The following services are not included in the above fees.
- Opinion of probable construction cost.
- Value engineering revisions after bidding.
- Construction Administration.

Services provided on an hourly basis shall be at the following hourly rates for 2021. Services provided beyond 2021 shall be at the rates in effect at the time of service.

Principal	$170.00/hour
Commissioning Agent	$140.00/hour
Energy Modeling	$140.00/hour
Senior Project Engineer	$140.00/hour
Project Manager	$120.00/hour
Project Engineer	$100.00/hour
Senior Project Designer	$100.00/hour
Project Designer	$ 90.00/hour
CADD Operator	$ 80.00/hour
Administrative Assistant	$ 80.00/hour

Expenses (mileage, printing, travel, deliveries) ..... Billed at Cost

Billings for services are issued on a monthly basis and are due within 30 days following the billing date. Any amounts unpaid at the end of 60 days following the billing date will accrue interest (from the billing date) at the rate of 1½% per month, which will be added to the unpaid balance.

Musgrove Engineering will perform its services using the degree of care and skill ordinarily exercised by design professionals performing similar services in the same locality under similar circumstances and conditions.

I sincerely appreciate the opportunity to present you with this proposal, Kim. If this proposal meets your approval, please sign it in the appropriate space below and return it to me, retaining a copy for your files.

Respectfully,

Kurt Lechtenberg, P.E., LEED AP
KL/eby

Project: Linen Blocks on Grove Street Streetscape Improvements

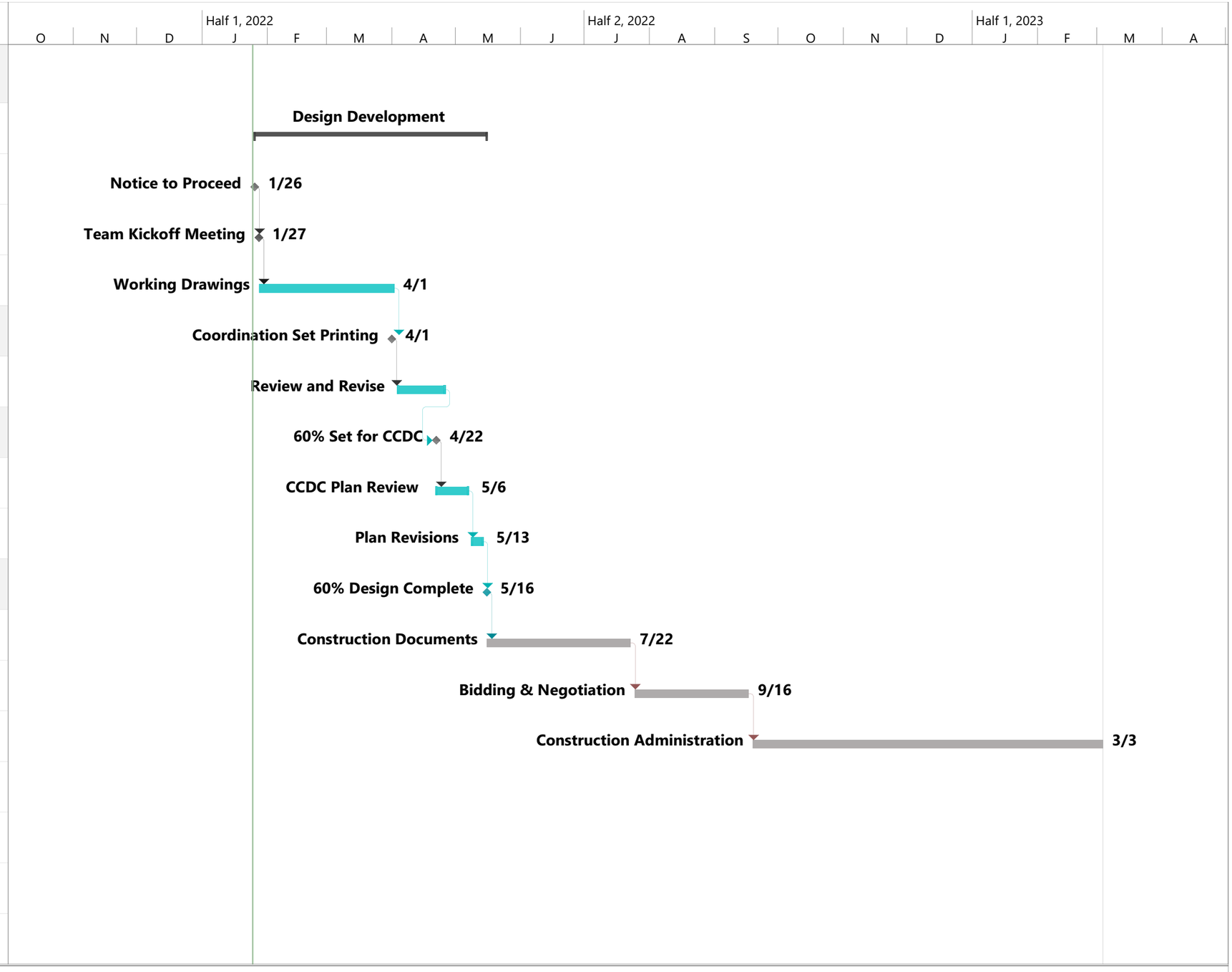
Client: GGLO

Approved this _____ day of _____ , 2022.

By_____ _____
(Please Print Name & Title) (Signature)

Note: We cannot begin work on any project without receipt of a signed contract. Payment for services is due after completion of services – whether or not the project proceeds into construction.

ID	Task Name	Duration	Start
1	**Linen Blocks on Grove Street Project Schedule**		
2	**Design Development**	**78 days**	**Wed 1/26/22**
3	Notice to Proceed	0 days	Wed 1/26/22
4	Team Kickoff Meeting	2 days	Wed 1/26/22
5	Working Drawings	46 days	Fri 1/28/22
6	Coordination Set Printing	0 days	Fri 4/1/22
7	Review and Revise	16 days	Mon 4/4/22
8	60% Set for CCDC	0 days	Fri 4/22/22
9	CCDC Plan Review	11 days	Fri 4/22/22
10	Plan Revisions	5 days	Mon 5/9/22
11	60% Design Complete	0 days	Mon 5/16/22
12	**Construction Documents**	10 wks	Mon 5/16/22
13	**Bidding & Negotiation**	8 wks	Mon 7/25/22
14	**Construction Administration**	6 mons	Mon 9/19/22
15			
16			
17			
18			



Project: 2021056.01
Date: Tue 1/25/22

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

AGENDA BILL

Agenda Subject: Rejecting Bids – ParkBOI Handrails and Guardrails Project	**Date:** February 14, 2022
Staff Contact: Kathy Wanner, Contracts Manager	**Attachments:** A. Bid Results
Action Requested: Reject all bids received for the ParkBOI Handrails and Guardrails Project.	

Background:
In 2019 Hutchinson Smith Architects conducted a building code analysis of the ParkBOI garages to assess compliance with life safety and accessibility requirements. It was determined that upgrades to the handrails and guardrails in four ParkBOI garages were necessary to bring them into compliance with the respective codes.

Idaho Code § 67-2805 allows for an informal bidding process when the Agency contemplates an expenditure to procure public works construction valued between $50,000 and $200,000. With the help of the Agency's design professional, project costs were estimated at under $200,000 and an informal bid process was conducted. When bids were received on February 2, 2022, all bids exceeded the $200,000 informal bid threshold. As such, the Agency must reject all bids and rebid the project, in accordance with the formal bidding procedures required by Idaho Code § 67-2805(2).

Suggested Motion:
I move to reject all bids received for the ParkBOI Handrails and Guardrails Project.

CAPITAL CITY DEVELOPMENT CORP

All bids exceed the informal bid threshold.

ParkBOI Handrail Guardrail Replacement Project
BIDS DUE: FEBRUARY 2, 2022 - 3:00 PM

Bid Results

CONTRACTOR	PWC License	Subcontractor List per Idaho Code § 67-2310	Completed Signed Bid Form	Signed Contractor's Affidavit Concerning Taxes	TOTAL BID AMOUNT
Guho Corp.	PWC-C-12569-U-1-2-3-5	Yes	Yes	Yes	$421,319.00
Hellmann Construction	PWC-C-16637-A-1-3	Yes	Yes	Yes	$591,000.00
Cascade Enterprises	003516-U-1-3-4	Yes	Yes	Yes	$344,000.00

CAPITAL CITY DEVELOPMENT CORP

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V.
ACTION ITEMS

AGENDA BILL

Subject	Date
FY 2021 Financial Statements Audit Report	February 14, 2022

Staff Contact	Attachments
Joey Chen, Finance & Administration Director	1. Audit Committee Agenda 2. Independent Auditor's Communication with Those Charged with Governance 3. Independent Auditor's Report of the Agency's FY 2021 Financial Statements

Action Requested

Accept independent auditor Eide Bailly LLP's report of the Agency's FY 2021 financial statements, and authorize distribution to all required entities.

Background

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

The report must be filed within 10 days of receipt with the City of Boise, the Agency's "local governing body," and the Idaho Legislative Services Office.

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

Fiscal Note

Per Engagement Letter, Eide Bailly estimated its fee to perform an independent audit of Agency FY 2021 financial statements to be $36,800.

Staff Recommendation

Accept the Eide Bailly audit report of Agency's FY 2021 financial statements and authorize staff to file the report with the required entities.

Suggested Motion

I move to accept independent auditor Eide Bailly's report of the Agency's Fiscal Year 2021 financial statements and authorize staff to deliver the audit report to all required entities.

Attachment 1

AUDIT COMMITTEE AGENDA

Executive Committee serves concurrently as Audit Committee

11:45 – Noon, Monday, February 14, 2022

Via Zoom

1. **Call to Order.**
   - Chair Zuckerman
2. **FY 2021 Audit Report Presentation by independent auditor Eide Bailly, LLP.**
   - Kevin Smith, Audit Partner
3. **Discussion.**
   - Chair Zuckerman
4. **Audit Committee discussion with Independent Auditor.**
   - Chair Zuckerman
   - Agency staff dismissed
5. **Adjourn**

Noon: Board of Commissioners Regular Monthly Meeting

I. ACTION ITEM

A. CONSIDER: Annual Independent Audit of FY2021 Financial Statements (10 minutes)
.....Kevin Smith, Eide Bailly

EideBailly

CPAs & BUSINESS ADVISORS

Attachment 2

February 4, 2022

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

We have audited the financial statements of Capital City Development Corporation (the Agency) as of and for the year ended September 30, 2021, and have issued our report thereon dated February 4, 2022. Professional standards require that we advise you of the following matters relating to our audit.

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

As communicated in our letter dated August 18, 2021, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

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

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

Planned Scope and Timing of the Audit

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

Compliance with All Ethics Requirements Regarding Independence

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

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Agency is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2021. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

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

The most sensitive accounting estimates affecting the financial statements are:

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

Financial Statement Disclosures

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

> The disclosure of long-term debt in Note 5 to the financial statements discloses the various debts held by the Agency, as well as the related terms, prepaid interest, premiums, discounts and payment schedules.
>
> The disclosure of employer pension assumptions in Note 6 to the financial statements is sensitive as this footnote supports the assumptions made and inputs used to determine the employer pension assumption.
>
> The disclosures of commitments and significant contract agreements are in Note 8 and 9, respectively. These notes disclose possible future cash outflows that are or may be required of the Agency.

Significant Difficulties Encountered during the Audit

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

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. There were no corrected misstatements identified as a result of our audit procedures. There were no uncorrected or corrected misstatements identified as a result of our audit procedures.

Disagreements with Management

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

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated February 4, 2022.

Management's Consultations with Other Accountants

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

Other Significant Matters, Findings, or Issues

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

Other Matters

We applied certain limited procedures to Management's Discussion and Analysis, Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual, Schedule of Employer's Share of Net Pension Liability and Schedule of Employer Contributions, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's

responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

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

Eide Bailly LLP

Boise, Idaho

Attachment 3

Financial Statements
September 30, 2021

Capital City Development Corporation

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CAPITAL CITY DEVELOPMENT CORPORATION

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September 30, 2021

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EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report

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

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Capital City Development Corporation (the Agency), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinions
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Capital City Development Corporation, as of September 30, 2021, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

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

Other Reporting Required by *Government Auditing Standards*
In accordance with *Government Auditing Standards*, we have also issued a report dated February 4, 2022, on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting and compliance.

Eide Bailly LLP

Boise, Idaho
February 4, 2022

This section of Capital City Development Corporation's (the Agency's) annual financial report is provided by the management in accordance with GASB requirements to assist the reader in identifying and reviewing key issues and financial activity for the fiscal year ending September 30, 2021. Since this discussion and analysis focuses on the current fiscal year's activities and is a summary, the reader is encouraged to review the financial statements and notes which follow this section to gain a complete understanding of the Agency's finances.

Financial Highlights

- The Agency's total assets and deferred outflows of resources exceeded its liabilities and deferred inflow of resources at the close of the fiscal year 2021 by $72,884,273. Of this total, $19,982,334 is invested in capital assets (net of debt).

- At fiscal year close, the Agency's governmental funds reported a combined ending fund balance of $62,915,231, of which $61,932,023 is nonspendable, restricted, committed or assigned.

- During fiscal year 2021 the Agency's expenses were $17,782,307 compared to the $16,047,701 reported in 2020. The change was primarily due to the increase in community development expenses related to the increase in capital related expenses in 2021.

- Total revenues increased by $3,661,328. The increase is mainly due to the fact that: (1) revenue allocation funds increased by $1,158,402; (2) $2,028,078 various one-time reimbursements from Ada County Highway District (ACHD) and City of Boise for construction projects in Westside district.

- Interest and fees expense on long-term debt in governmental activities decreased by $116,407 compared with fiscal year 2020. In fiscal year 2021, no refunding or early redemption occurred. Early redemption of existing long-term debt is approved by Board of Commissioners and is scheduled on December 1, 2021. See Note 12 Subsequent Events for more details.

- The Agency's key revenues are parking revenues and revenue allocation district revenues (tax increment revenue). Parking revenues gradually recovered from pandemic in fiscal year 2021 with an increase of $88,989 to $6,153,401. Revenue allocation funds increased 7% or $1,158,402 in fiscal year 2021 as compared to the prior year due to the increased property valuations and new construction in Agency urban renewal districts.

Overview of the Financial Statements

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

Governmental Funds statements show how general government services such as urban renewal and parking were financed in the short-term as well as what remains for future spending.

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

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

Figure A - Required Components of CCDC Annual Financial Report

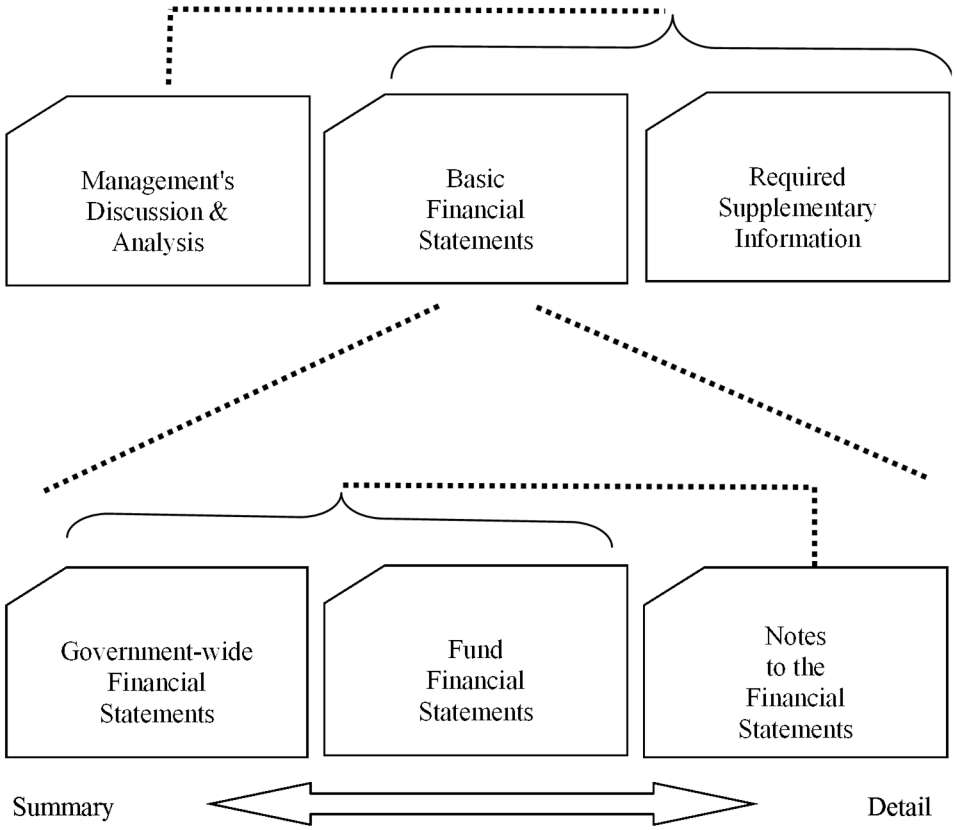

Figure B identifies the presentation of the Agency's financial statements.

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

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

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

Government-Wide Financial Statements

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

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

The Statement of Activities provides information showing changes made to the Agency's net position during fiscal year 2021. Financial activity shown on this statement is reported on an accrual basis (at the time the underlying event causing the change occurs, rather than at the time the cash flows happen). Thus revenue and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods. All of the year's revenues and expenses are accounted for in the Statement of Activities. The Agency's principal activities relate to planning and facilitation of quality private development, public infrastructure improvements, operation of the downtown parking system, and issuance of debt financing for larger strategic projects. The Agency's program operation, urban renewal activities and parking system operation are included in the governmental activities. The individual district activities are tracked separately and combined for reporting purposes.

Fund Financial Statements

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

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

Notes to the Financial Statements

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

Agency-Wide Financial Analysis

Table 1 reflects the condensed fiscal year 2021 and fiscal year 2020 Statement of Net Position. Increases or decreases in Net Position value may vary significantly with variations in debt service payments, the timing of large public improvement projects, or the purchase or sale of land, buildings, and parking facilities. The Agency's total Net Position increased $10,158,104 during fiscal year 2021.

Table 1
Statement of Net Position
As of September 30, 2021 and 2020

	2020	2021	Percent Change 2020-2021
Current and Other Assets	$ 71,393,640	$ 83,918,874	17.5%
Capital Assets	24,465,970	22,238,390	(9.1%)
Total Assets	**95,859,610**	**106,157,264**	**10.7%**
Deferred Outflows of Resources	**308,161**	**566,373**	**83.8%**
Long-Term Debt Outstanding	16,367,123	11,715,000	(28.4%)
Other Liabilities	1,433,898	1,787,942	24.7%
Total Liabilities	**17,801,021**	**13,502,942**	**(24.1%)**
Deferred Inflows of Resources	**15,640,581**	**20,336,422**	**30.0%**
Net Position			
Net Investment in Capital Assets	21,505,532	19,982,335	(7.1%)
Restricted	40,483,630	51,918,730	28.2%
Unrestricted	737,007	983,208	33.4%
Total Net Position	**$ 62,726,169**	**$ 72,884,273**	**16.2%**

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

Table 2 provides a summary of the Agency's operations for the fiscal year ended September 30, 2021. Prior year data is presented for comparison purposes.

Table 2
Statement of Activities
For Years Ended September 30, 2021 and 2020

	2020	2021	Percent Change 2020-2021
Revenues			
Program Revenues			
Charges for Services	$ 733,400	$ 591,597	(19.3%)
Operating Grants and Contributions	614,549	2,563,586	317.1%
Parking	6,064,412	6,153,401	1.5%
Total Program Revenue	**7,412,361**	**9,308,584**	**25.58%**
General Revenue			
Property Tax Increment	16,560,513	17,718,915	7.0%
Unrestricted Investment Earnings	306,209	57,079	(81.4%)
Unrealized gain on Investments	-	3,910	100.0%
Gain (Loss) on Sale of Capital Assets	-	851,923	100.0%
Total Revenues	**24,279,083**	**27,940,411**	**15.08%**
Expenses			
Program Expenses			
Community Development	11,647,826	13,461,104	15.6%
Interest on Long-Term Debt	614,031	497,624	(19.0%)
Parking Facilities	3,785,844	3,823,579	1.0%
Total Program Expenses	**16,047,701**	**17,782,307**	**10.8%**
Increase in Net Position	**8,231,382**	**10,158,104**	23.4%
Net Position - Beginning	**54,494,787**	**62,726,169**	**15.1%**
Net Position - Ending	**$ 62,726,169**	**$ 72,884,273**	**16.2%**

Revenues: *Charges for Services* include lease revenues from the Ada County Courthouse Corridor Project and from properties held for redevelopment in Westside District, and from leasing activities in parking fund. *Operating Grants and Contributions* include various reimbursements from construction projects. *Parking* includes proceeds generated from operating the public parking garages. *General Revenues* include earnings on investments, unrealized gain on investments and gain on sale of assets. Overall, total Agency revenues increased $3,661,328 compared with the prior year. Tax increment revenues increased $1,158,402 compared to fiscal year 2020, due to the increase in property valuations and new construction in Agency urban renewal districts. Parking revenues

gradually recovered from the pandemic with an increase of $88,989. One of the Agency owned and operated garages, Capitol & Front garage was sold on June 30, 2021. A total gain of $851,923 was recorded from this sale.

Expenses: *Community Development* includes the general expenses of the Agency related to fulfilling its mission. *Interest on Long-Term Debt* includes the interest portion of payments related to long-term financing arrangements. *Parking Facilities* includes the cost of operating the public parking system. Overall, total Agency expenses in fiscal year 2021 increased $1,734,606. The change was primarily due to the increase in community development projects.

Budgetary Highlights

The fiscal year 2021 budget was amended once during the year. The budget was decreased for amounts related to the timing of capital improvement projects that were continued into the next fiscal year or for capital improvement projects that were added, deleted or modified during the fiscal year.

Capital Assets

Tables 3 and 4 present the Agency's Capital Assets. During fiscal year 2021, the Agency started several projects in Agency-owned garages and the work continues through 2022. Therefore, a total of $1,797,080 is recorded as construction in progress. These projects are: 9th & Front Garage Stairs Structural Repairs; 10th & Front Garage Structural Repairs; Garage Waterproofing; Garage Hand & Guard Rails Project; 10th & Front Garage Stair Tower Enclosure.

One of the Agency-owned garages, Capitol & Front Garage, was sold during 2021. Proceeds of $3,965,428 was received and gain of $851,923 was recorded from the sale. Land cost of $504,716, building cost of $5,375,125, improvement cost of $55,915 were deleted from capital assets with the disposition. See additional information in Note 4.

Table 3
Capital Assets Net of Depreciation

	2020	2021	Total Dollar Change 2020-2021
Land	$ 3,943,660	$ 3,438,944	$ (504,716)
Construction in Progress	465,189	1,797,080	1,331,891
Building, Improvements and Equipment, net	20,057,121	17,002,366	(3,054,755)
Total Capital Assets	**$ 24,465,970**	**$ 22,238,390**	**$ (2,227,580)**

Table 4
Major Capital Additions during Fiscal 2021

Beginning Balance	$ 24,465,970
Capital Additions:	
Construction in Progress	1,734,561
Buildings, Improvements and Equipment	350,186
Total Capital Additions	2,084,747
Capital Deletions and transfers:	
Land	(504,716)
Buildings	(5,375,125)
Improvements other than Buildings	(55,915)
Equipment	-
Accumulated Depreciation for deletions	2,822,251
Total Capital Deletions	(3,113,505)
Current Year Depreciation	(1,198,822)
Ending Balance	$ 22,238,390

Debt Amortization

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

Table 5
Long-Term Debt

Activity	Type	2020	2021	Total Dollar Change 2020-2021
2011 B	Note	$ 4,930,000	$ 3,780,000	$ (1,150,000)
2017 A	Bond	7,455,000	5,655,000	(1,800,000)
2017 B	Bond	3,000,000	2,280,000	(720,000)
Total		**$ 15,385,000**	**$ 11,715,000**	**$ (3,670,000)**

Economic Factors

CCDC, the urban renewal agency for Boise City, creates a five-year, fiscally responsible Capital Improvement Plan (CIP) as a predictable framework to collaborate with agencies and community partners to achieve economic and redevelopment goals that align with the long-term vision for City of Boise. 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 periodically to make necessary adjustments as conditions change.

Highlights of each urban renewal district are as follows:

The River-Myrtle / Old Boise (RMOB) district is fast approaching its statutory termination year. CCDC's current 5-Year CIP, FY2021-25, encompasses RMOB's final five years and programs all projected revenues for a variety of public investments, working with partners and independently. The current locus of development activity in the district is east of Capitol Boulevard in and around Old Boise and along east, west arterials Myrtle and Front streets where several large apartment buildings are out-of-the-ground along with another hotel that is nearing completion.

The Westside district will sunset one year after RMOB, at the end of fiscal year 2026. The nine-story office tower at 11th & Idaho streets is now completed in FY2021. The developers are the owners of the Boise Plaza building on the adjacent block. Two-thirds of the north half of that block, bounded on the north by Bannock Street, has transformed to be the Cherie Buckner-Webb Park, a collaborative project between CCDC ($3.0 million) and the city ($1.4 million and owner / operator). This urban park provides a destination community space open to everyone. CCDC used Requests for Proposals to invite developers to propose tailored projects for a small, recently acquired parcel at 1715 Idaho Street (housing infill). The disposition of the parcel occurred on October 15, 2021 to the developer SMR Development LLC and it's expected to break ground for this 48 mixed-income units apartment building. CCDC used Requests for Proposals for the Brady Blocks (Block 68), the area around 11th & State streets. The Agency has received three responsive proposals for this Block 68 catalytic redevelopment project and currently formed a review committee for the evaluation process.

Two of the three major developments in the 30th Street District occupying the long-vacant parcels in the western Fairview Avenue area are now complete and occupied: New Path Community Housing (40 permanent supportive housing units) and Adare Manor (134 market rate to affordable housing units plus some retail). Construction on the St Luke's Regional Medical Center multi-story imaging center adjacent to Adare Manor is well underway.

Agency's newer urban renewal districts: Gateway East – the Agency's first industrial-focused, non-urban district – and Shoreline. Gateway East, located along I-84 between Micron and the Boise Airport, is off to a strong start due to its abundant, multi-mode transportation access and land availability. Shoreline, straddling the Boise River between Capitol Boulevard west to the Connector, is less a blank slate. Even with comparatively limited potential, it is an extraordinary location along the river and proximate to downtown that will attract high-caliber, urban development.

The Agency and the City of Boise established the State Street Urban Renewal District in November 2021. This new urban renewal district is to promote compact, mixed-use, mixed-income development along State Street between 27th Street and Horseshoe Bend Road and is supportive of and supported by transit. The District has a base valuation year of 2021 and an expiration date of December 31, 2041.

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

Further Information Available

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

CAPITAL CITY DEVELOPMENT CORPORATION
STATEMENT OF NET POSITION
September 30, 2021

	Governmental Activities
ASSETS	
Cash and investments	$ 53,857,599
Receivables	
Accounts receivable	803,610
Interest receivable	2,057
Taxes receivable	19,211,799
Prepaids and deposits	48,178
Restricted cash	2,143,659
Property held for resale or development	7,816,817
Capital assets	
Land, non-depreciable	3,438,944
Construction in progress, non-depreciable	1,797,080
Buildings, improvements, and equipment, net of accumulated depreciation	17,002,366
Net Pension Asset	35,155
TOTAL ASSETS	106,157,264
DEFERRED OUTFLOWS OF RESOURCES	
Deferred charge on debt refunding	23,945
Deferred outflows related to pensions	542,428
TOTAL DEFERRED OUTFLOWS OF RESOURCES	566,373
LIABILITIES	
Accounts payable	1,524,270
Accrued liabilities	168,082
Advanced revenues	40,310
Interest payable	31,254
Refundable deposits	24,026
Long-term debt	
Current portion	3,780,000
Long-term	7,935,000
TOTAL LIABILITIES	13,502,942
DEFERRED INFLOWS OF RESOURCES	
Unavailable revenue - property tax	19,211,799
Deferred inflows related to pensions	1,124,623
TOTAL DEFERRED INFLOWS OF RESOURCES	20,336,422
NET POSITION	
Net investment in capital assets	19,982,335
Restricted	51,918,730
Unrestricted	983,208
TOTAL NET POSITION	$ 72,884,273

CAPITAL CITY DEVELOPMENT CORPORATION
STATEMENT OF ACTIVITIES
YEAR ENDED September 30, 2021

Functions / Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities
Governmental activities					
Community development	$ 13,461,104	$ 591,597	$ 2,563,586	$ -	$ (10,305,921)
Interest on long-term debt	497,624	-	-	-	(497,624)
Parking facilities	3,823,579	6,153,401	-	-	2,329,822
Total	$ 17,782,307	$ 6,744,998	$ 2,563,586	$ -	(8,473,723)

General revenues:	
Property tax increment	17,718,915
Unrestricted investment earnings	57,079
Unrealized gain (loss) on investments	3,910
Gain (Loss) on sale of capital assets	851,923
Total general revenues	18,631,827
Change in net position	10,158,104
Net position, Beginning of Year	62,726,169
Net position, End of Year	$ 72,884,273

CAPITAL CITY DEVELOPMENT CORPORATION
BALANCE SHEET – GOVERNMENTAL FUNDS
September 30, 2021

	General Fund	Debt Service Fund	River Myrtle District RA Fund	Westside District RA Fund
ASSETS				
Cash and investments	$ 1,200,080	$ -	$ 29,299,996	$ 6,454,614
Accounts receivable	5,166	-	102,092	629,524
Interest receivable	2,057	-	-	-
Taxes receivable	-	-	10,521,108	4,178,884
Prepaids	2,928	-	15,250	-
Restricted cash	-	-	232,274	-
Property held for resale or development	-	-	54,490	7,762,327
	$ 1,210,231	$ -	$ 40,225,210	$ 19,025,349
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES				
LIABILITIES				
Accounts payable	$ 56,013	$ -	$ 217,135	$ 242,527
Accrued liabilities	168,082	-	-	-
Advanced revenues	-	-	-	-
Refundable deposits	-	-	-	24,026
Total liabilities	224,095	-	217,135	266,553
DEFERRED INFLOW OF RESOURCES				
Unavailable- property tax	-	-	10,521,108	4,178,884
Total deferred inflows	-	-	10,521,108	4,178,884
FUND BALANCES				
Nonspendable	2,928	-	69,740	7,762,327
Restricted	-	-	29,417,227	6,817,585
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	983,208	-	-	-
Total fund balances	986,136	-	29,486,967	14,579,912
	$ 1,210,231	$ -	$ 40,225,210	$ 19,025,349

CAPITAL CITY DEVELOPMENT CORPORATION
BALANCE SHEET – GOVERNMENTAL FUNDS
September 30, 2021

30th Street District RA Fund	Shoreline District RA Fund	Gateway East District RA Fund	Parking Fund	Total Governmental Funds
$ 2,060,076	$ 321,464	$ 1,664,911	$ 12,856,457	$ 53,857,598
-	-	-	66,828	803,610
-	-	-	-	2,057
1,680,179	465,077	2,366,551	-	19,211,799
-	-	-	30,000	48,178
-	-	-	1,911,385	2,143,659
-	-	-	-	7,816,817
$ 3,740,255	$ 786,541	$ 4,031,462	$ 14,864,670	$ 83,883,718
$ 226,288	$ -	$ 145,488	$ 636,819	$ 1,524,270
-	-	-	-	168,082
-	-	-	40,310	40,310
-	-	-	-	24,026
226,288	-	145,488	677,129	1,756,688
1,680,179	465,077	2,366,551	-	19,211,799
1,680,179	465,077	2,366,551	-	19,211,799
-	-	-	30,000	7,864,995
1,833,788	321,464	1,519,423	1,411,383	41,320,870
-	-	-	500,000	500,000
-	-	-	12,246,158	12,246,158
-	-	-	-	983,208
1,833,788	321,464	1,519,423	14,187,541	62,915,231
$ 3,740,255	$ 786,541	$ 4,031,462	$ 14,864,670	$ 83,883,718

CAPITAL CITY DEVELOPMENT CORPORATION

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

September 30, 2021

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

Total fund balance		$62,915,231
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.		
Cost of land	3,438,944	
Cost of construction in progress	1,797,080	
Cost of buildings, improvements, equipment and artwork	33,072,837	
Accumulated depreciation	(16,070,471)	22,238,390
Net pension asset is not a current financial resource and therefore is not reported in the funds, but is reported on the Statement of Net Position.		35,155
Interest is expensed when paid on the Statement of Revenues, Expenditures and Changes in Fund Balances but is accrued as a payable on the Statement of Net Position.		(31,254)
Proceeds from the theater parking validation agreement were recorded as revenue when received and available on the governmental fund statements however were amortized over the life of the agreement as advanced lease payments on the Statement of Net Position.		
Theater validation proceeds	(1,741,920)	
Revenue amortized to date	1,741,920	-
Long-term liabilities applicable to the Agency's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities - both current and long-term - are reported in the Statement of Net Position.		
Bonds payable - current	(3,780,000)	
Bonds payable - long-term	(7,935,000)	(11,715,000)
Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the funds.		
Deferred outflows of resources related to pensions:		
Changes of assumptions	403,533	
Contributions made subsequent to measurement date	42,041	
Changes in proportionate share	45,058	
Differences between expected and actual experience	51,796	542,428
Deferred inflows of resources related to pensions:		
Net difference between projected and actual investment earnings on pension plan investments	(1,104,188)	
Differences between expected and actual experience	(20,434)	(1,124,622)
Deferred charge on debt refunding		
Deferred economic loss on 2017 B Bonds	23,945	23,945
Net position for governmental activities		$72,884,273

CAPITAL CITY DEVELOPMENT CORPORATION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2021

	General Fund	Debt Service Fund	River Myrtle District RA Fund	Westside District RA Fund
REVENUES				
Lease	$ -	$ 104,850	$ -	$ 123,275
Interest	3,148	-	30,506	8,402
Unrealized gain on investments	80	-	2,111	469
Other	62,862	-	470,180	2,028,078
Parking	-	-	-	10,650
Revenue allocation funds	-	-	10,834,662	4,166,300
Total revenues	66,090	104,850	11,337,459	6,337,174
EXPENDITURES				
Administrative expenses	2,891,118	-	-	-
Operating expenses	672,821	104,850	496,956	269,740
Capital outlay and related expenses	26,570	-	3,127,577	5,450,946
Debt service - principal	-	-	2,520,000	-
Debt service - interest	-	-	257,556	-
Total expenditures	3,590,509	104,850	6,402,089	5,720,686
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(3,524,419)	-	4,935,370	616,488
OTHER FINANCING SOURCES (USES)				
Interfund transfers	3,773,548	-	(830,338)	(805,439)
Proceeds from sales of capital assets	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	3,773,548	-	(830,338)	(805,439)
NET CHANGE IN FUND BALANCES	249,129	-	4,105,032	(188,951)
FUND BALANCES, BEGINNING OF YEAR	737,007	-	25,381,935	14,768,863
FUND BALANCES, END OF YEAR	$ 986,136	$ -	$ 29,486,967	$ 14,579,912

CAPITAL CITY DEVELOPMENT CORPORATION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2021

30th District RA Fund	Shoreline District RA Fund	Gateway East District RA Fund	Parking Fund	Total Governmental Funds
$ -	$ -	$ -	$ 363,472	$ 591,597
2,063	281	992	11,687	57,079
156	39	117	938	3,910
-	-	-	2,466	2,563,586
-	-	-	6,130,654	6,141,304
961,780	267,800	1,488,373	-	17,718,915
963,999	268,120	1,489,482	6,509,217	27,076,391
-	-	-	-	2,891,118
258	28,041	1,039	2,186,665	3,760,370
400,617	-	148,722	2,565,077	11,719,509
-	-	-	1,150,000	3,670,000
-	-	-	234,175	491,731
400,875	28,041	149,761	6,135,917	22,532,728
563,124	240,079	1,339,721	373,300	4,543,663
(300,209)	(94,038)	(336,820)	(1,406,704)	-
-	-	-	3,965,428	3,965,428
(300,209)	(94,038)	(336,820)	2,558,724	3,965,428
262,915	146,041	1,002,901	2,932,024	8,509,091
1,570,873	175,423	516,522	11,255,517	54,406,140
$ 1,833,788	$ 321,464	$ 1,519,423	$ 14,187,541	$ 62,915,231

CAPITAL CITY DEVELOPMENT CORPORATION

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

YEAR ENDED SEPTEMBER 30, 2021

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

Net change in fund balances - total governmental funds		$ 8,509,091
Capital outlays are reported in governmental funds as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.		
Capital outlay	2,084,748	
Proceeds from sale of capital assets	(3,965,428)	
Gain (loss) from sale of capital assets	851,923	
Depreciation	(1,198,822)	(2,227,579)
Proceeds from the prepaid theatre validations were recorded as revenue when received on the Governmental Fund Statements but amortized over the life of the theatre validation agreement for the Statement of Activities and recorded as unavailable revenue on the Statement of Net Position.		12,097
Amortize deferred economic gain (loss) on refunded debt		
2017 B Refunding	(15,617)	(15,617)
Bond proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of bond principal is an expenditure in the governmental funds, but a reduction of long-term liabilities in the statement of net position. In addition, interest expense is not recognized in the governmental funds until it is legally due, but is recognized when incurred and payable in the Statement of Activities.		
Princial payments of long-term debt	3,670,000	
Change In Interest payable	9,724	3,679,724
In the Governmental funds, pension contributions are considered an expense, while on the Statement of Activities the contributions are considered a deferred outflow because they are made subsequent to the measurement date. The cost of pension benefits earned net of employee contribution is reported as pension expense.		
Adjustments to pension contribution	197,494	
Pension expense related to net pension liability	2,894	200,388
Changes in net position of governmental activities		$ 10,158,104

Note 1 - Summary of Significant Accounting Policies

Financial Reporting Entity

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

Urban Renewal Districts

The Agency currently has five urban renewal districts: River Myrtle/Old Boise District, Westside District, 30th Street District, Shoreline District, and Gateway East District.

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

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

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

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

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

Government-Wide and Fund Financial Statements

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

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

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

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

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

The Agency reports the following major governmental funds:

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

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

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

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

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

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

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

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

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

Cash and Cash Equivalents

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

Investments

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

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

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

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

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

Repurchase agreements secured by the above.

Custodial Credit Risk

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

At year end, the carrying amount of the Agency's deposits were $35,238,130 and the bank balance was $35,271,688. Of the bank balance $250,000 was covered by federal depository insurance; in addition Federal Home Loan Bank of Cincinnati issued a letter of credit that would allow the Agency to draw up to $47,000,000 or the amount of the deposit balance, in the event of bank default. All cash is held in national financial institutions located in Ada County.

Concentration of Credit Risk

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

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely impact the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates. The weighted average maturity of the Local Government Investment Pool is 133 days as of September 30, 2021.

Property Taxes (Tax Increment Revenue) Receivable

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

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

The Agency received property taxes during the current fiscal year in the amounts of $10,834,662 from the River-Myrtle/Old Boise District, $4,166,300 from the Westside District and $961,780 from 30th Street District, $267,800 from Shoreline District, and $1,488,373 from Gateway East District.

Accounts Receivable

The Agency provides credit based on contractual agreements in the normal course of business. An allowance for doubtful accounts is based on management's review of the outstanding receivables, historical collection information and existing economic conditions. Accounts receivable are past due based on the terms of the contracts and interest is charged on overdue receivables on a case-by-case basis as allowed by the contracts. Based on management's review of accounts receivable, no allowance was deemed necessary as of September 30, 2021.

Capital Assets

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

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

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

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

Property Held for Resale or Development

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

Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employee Retirement System of Idaho Base Plan (Base Plan) and additions to/deductions from Base Plan's fiduciary net position have

been determined on the same basis as they are reported by the Base Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Deferred Outflows/Inflows of Resources and Unavailable Revenue

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

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

Fund Equity

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

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

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

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

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

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

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

Per the guidance in the policy, the Board established that an emergency repair reserve in the minimum amount of $500,000 shall be on hand as of September 30th of each fiscal year in the Parking fund. Funds within this reserve may be used intra-fiscal year for unforeseen, non-routine repair and maintenance expenditures in the garages when failure to do such repair and maintenance could adversely affect life safety or the ability to operate the garage(s) normally in the immediate future. The Board will evaluate the emergency repair reserve amount as part of each fiscal year's budget process and may amend the amount by resolution as it deems appropriate. The balance in the Parking Emergency Repair Reserve fund as of September 30, 2021 was $500,000.

The Board further determined that it may be appropriate to set aside funds apart from working capital for a future project or initiative pursuant generally to the budget and related documents such as the capital improvement plan and parking reinvestment program. The Board delegated its authority to assign funds in this manner to the Executive Director. As of September 30, 2021, $12,246,158 was assigned in the Parking fund for parking reinvestment projects and commitments budgeted in fiscal year 2021.

Estimates

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

Note 2 - Restricted Assets

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

Restricted fund balances as of September 30, 2021:

River Myrtle District Revenue Allocation Fund	$ 29,417,227
Westside District Revenue Allocation Fund	6,817,585
30th Street District Revenue Allocation Fund	1,833,788
Shoreline District Revenue Allocation Fund	321,464
Gateway East District Revenue Allocation Fund	1,519,423
Parking Fund	1,411,383

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

Note 3 - Interfund Transfers

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

Note 4 - Capital Assets

Capital asset activity for the year ended September 30, 2021, was as follows:

	September 30, 2020	Additions	Deletions	Transfers	September 30, 2021
Governmental Activities					
Capital assets, not depreciated					
Land	$ 3,943,660	$ -	$ (504,716)	$ -	$ 3,438,944
Construction in progress	465,189	1,734,561	-	(402,670)	1,797,080
	4,408,849	1,734,561	(504,716)	(402,670)	5,236,024
Capital assets, depreciated					
Buildings	33,164,164	-	(5,375,125)	-	27,789,039
Improvements other than buildings	4,077,605	341,297	(55,915)	402,670	4,765,657
Equipment	509,252	8,889	-	-	518,141
Total	37,751,021	350,186	(5,431,040)	402,670	33,072,837
Less accumulated depreciation					
Buildings	(14,674,339)	(692,753)	2,777,145	-	(12,589,947)
Improvements other than buildings	(2,668,679)	(408,887)	45,106	-	(3,032,460)
Equipment	(350,882)	(97,182)	-	-	(448,064)
Total	(17,693,900)	(1,198,822)	2,822,251	-	(16,070,471)
Total depreciated capital assets, net	20,057,121	(848,636)	(2,608,789)	402,670	17,002,366
Governmental activities capital assets, net	$24,465,970	$ 885,925	$(3,113,505)	$ -	$22,238,390

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

Governmental Activities	
Parking	$ 1,147,692
Community Development	51,130

Note 5 - Long-Term Debt

At September 30, 2021, long-term debt consists of the following:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Government activities					
2011 B	$ 4,930,000	$ -	$ (1,150,000)	$ 3,780,000	$ 1,200,000
2017 A	7,455,000	-	(1,800,000)	5,655,000	1,840,000
2017 B	3,000,000	-	(720,000)	2,280,000	740,000
	$ 15,385,000	$ -	$ (3,670,000)	$ 11,715,000	$ 3,780,000

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

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

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

There are certain restrictive covenants, coverage requirements and ratios associated with the Agency's bonds and notes. As of September 30, 2021, the Agency is in compliance with these requirements.

The annual requirements to retire the debt for the 2011 B Note, 2017 A Bond and 2017 B Bond as of September 30, 2021 are shown below.

	Governmental Activities	
	Principal	Interest
2022	$ 3,780,000	$ 375,042
2023	3,905,000	254,486
2024	4,030,000	129,472
Total	$ 11,715,000	$ 759,000

Note 6 - Pension Plan

Plan Description

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

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

Pension Benefits

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

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

Member and Employer Contributions

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

The contribution rates for employees are set by statute at 60% of the employer rate for general employees. As of June 30, 2021 it was 7.16% for general employees. The employer contribution rate as a percent of covered payroll is set by the Retirement Board and was 11.94% for general employees.

The Agency's contributions were $189,895 for the year ended September 30, 2021.

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

At September 30, 2021, the Agency reported a liability for its proportionate share of the net pension liability (asset). The net pension liability (asset) was measured as of July 1, 2021, and the total pension liability (asset) used to calculate the net pension liability (asset) was determined by an actuarial valuation as of that date. The Agency's proportion of the net pension liability (asset) was based on the Agency's share of contributions in the Base Plan pension plan relative to the total contributions of all participating PERSI Base Plan employers. At July 1, 2021, the Agency's proportion was 0.0445123% compared with 0.0422940% at July 1, 2020.

For the year ended September 30, 2021, the Agency recognized pension expense of $2,894. At September 30, 2021, the Agency reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 51,796	$ 20,434
Changes in assumptions or other inputs	403,533	-
Net difference between projected and actual earnings on pension plan investments	-	1,104,188
Changes in the employer's proportion and differences between the employer's contributions and the employer's proportionate contributions	45,058	-
Agency's contributions subsequent to the measurement date	42,041	-
Total	$ 542,428	$ 1,124,622

An amount reported as deferred outflows of resources related to pensions resulting from Employer contributions subsequent to the measurement date totaling $42,041 will be recognized as a reduction of the net pension liability (asset) in the year ending September 30, 2022.

The average of the expected remaining service lives of all employees that are provided with pensions through the Base Plan (active and inactive employees) determined at July 1, 2020 the beginning of the measurement period ended June 30, 2021 is 4.6 years.

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

Years Ended September 30,	
2022	$ (140,826)
2023	(128,312)
2024	(114,656)
2025	(240,441)

Actuarial Assumptions

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

The total pension liability in the June 30, 2021 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.30 percent
Salary increases including inflation	3.05 percent
Investment rate of return-net of investment fees	6.35 percent
Cost of living (COLA) adjustments	1.00 percent

Several different sets of mortality rates are used in the valuation for contributing members, members retired for service and beneficiaries. These rates were adopted for the valuation dated July 1, 2021.

Contributing Members, Service Retirement Members, and Beneficiaries

General Employees and All Beneficiaries - Males	Pub-2010 General Tables, increased 11%
General Employees and All Beneficiaries - Females	Pub-2010 General Tables, increased 21%
Teachers - Males	Pub-2010 Teacher Tables, increased 12%
Teachers - Females	Pub-2010 Teacher Tables, increased 21%
Fire & Police - Males	Pub-2010 Safety Tables, increased 21%
Fire & Police - Females	Pub-2010 Safety Tables, increased 26%
Disabled Members - Males	Pub-2010 Disabled Tables, increased 38%
Disabled Members - Females	Pub-2010 Disabled Tables, increased 36%

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

These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Even though history provides a valuable perspective for setting the investment return assumption, the System relies primarily on an approach which builds upon the latest capital market assumptions. Specifically, the System uses consultants, investment managers and trustees to develop capital market assumptions in analyzing the System's asset allocation. The assumptions and the System's formal policy for asset allocation are shown below. The formal asset allocation policy is somewhat more conservative than the current allocation of System's assets. The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation.

Capital Market Assumptions from Callen 2021

Asset Class	Target Allocation	Long-Term Expected Nominal Rate of Return (Arithmetic)	Long-Term Expected Real Rate of Return (Arithmetic)
Core Fixed Income	30.00%	1.80%	-0.20%
Broad US Equities	55.00%	8.00%	6.00%
Developed Foreign Equities	15.00%	8.25%	6.52%
Assumed Inflation - Mean		2.00%	2.00%
Assumed Inflation - Standard Deviation		1.50%	1.50%
Portfolio Arithmetic Mean Return		6.18%	4.18%
Portfolio Standard Deviation		12.29%	12.29%
Portfolio Long-Term (Geometric) Expected Rate of Return		5.55%	3.46%
Assumed Investment Expenses		0.40%	0.40%
Portfolio Long-Term (Geometric) Expected Rate of Return, Net of Investment Expenses		5.15%	3.06%

Investment Policy Assumptions from PERSI November 2019

Portfolio Long-Term Expected Real Rate of Return, Net of Investment Expenses	4.14%
Portfolio Standard Deviation	14.16%

Economic/Demographic Assumptions from Milliman 2018

Valuation Assumptions Chosen by PERSI Board	
Long-Term Expected Real Rate of Return, Net of Investment Expenses	4.05%
Assumed Inflation	2.30%
Long-Term Expected Geometric Rate of Return, Net of Investment Expenses	**6.35%**

Discount Rate

The discount rate used to measure the total pension liability (asset) was 6.35%. The projection of cash flows is used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate. Based on these assumptions, the pension plans' net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability (asset). The long-term expected rate of return was determined net of pension plan investment expense but without reduction for pension plan administrative expense.

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

The following presents the Employer's proportionate share of the net pension liability (asset) calculated using the discount rate of 6.35 percent, as well as what the Employer's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (5.35 percent) or 1-percentage-point higher (7.35 percent) than the current rate:

	1% Decrease (5.35%)	Current Discount Rate (6.35%)	1% Increase (7.35%)
Employer's proportionate share of the net pension liability (asset)	$ 1,222,059	$ (35,155)	$ (1,065,719)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERSI financial report. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained at www.persi.idaho.gov.

Payables to the Pension Plan

At September 30, 2021, the Agency reported payables to the defined benefit pension plan of $6,046 for legally required employer contributions and $0 for legally required employee contributions which had been withheld from employee wages but not yet remitted to PERSI.

Defined Contribution – PERSI Choice 401(k)

Employees of the Agency participating in the PERSI Base Plan may enroll in the PERSI Choice 401(k) defined contribution retirement savings plan available to active members. Participation is voluntary. The PERSI Choice 401(k) is intended to be a governmental plan within the meaning of Code Section 414 (d) and within the meaning of section 3(32) of the Employee Retirement Income Security Act (ERISA) and as such, is exempt from provisions of Title I ERISA. The Agency will match participants' contributions in the PERSI Choice 401(k) up to 4% of base annual salary. A participant shall be 100% vested in their individual account at all times. The authority of the benefit and contribution terms are established and amended by the PERSI Board. The Agency recognized $60,445

contributions to the PERSI Choice 401(k) as benefits expense during the year ended September 30, 2021. The Agency recognized $0 for the employer's liability outstanding for contributions for the period ended September 30, 2021.

Note 7 - Leases

Advance Lease Payments

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

Lease Expense

The Agency is a party to the following operating leases:

The Agency renewed the lease for its office space on October 1, 2021. The lease term expires on September 30, 2026. Monthly rent is $14,145 for the first two years, $14,499 for the third year, $14,859 for the fourth year and $15,234 for the fifth year. A one-time allowance of $84,870 is provided by the landlord and may use for tenant improvements, rent and leasing fees.

The Agency entered into the lease for Trailhead office space on February 1, 2015. Trailhead is a non-profit entrepreneurial resource center supported by the Agency, City of Boise and private sector partners. The original lease term expired on January 31, 2020 and it was renewed through April 30, 2022. Current monthly rent is $15,250.

Lease Other

In fiscal year 2016, the Agency entered into a Termination Agreement and Mutual Release with Civic Partners Idaho, LLC and Ada County. The Termination Agreement terminates the Sublease Agreements with Civic Partners and all interest that Civic Partners has in and to the subleased properties. In fiscal year 2021, the Agency made a total payment of $172,122 for rent. These payments and future payments of the rent for the parcels that Civic Partners defaulted on in 2016 allow the Agency to retain full lessee authority concerning the units and parcels under the two ground leases. Total ground lease expense for the year ended September 30, 2021, was $276,972.

	Master Ground	Office Facility
2022	$ 282,044	$ 276,490
2023	295,672	169,740
2024	368,853	173,988
2025	374,125	178,308
2026	380,013	182,808
2027-2031	1,432,554	-
2032-2036	565,580	-
2037-2041	655,666	-
2042-2046	760,091	-
2047-2051	881,144	-
2052-2056	1,021,499	-
2057-2061	1,184,202	-
2062-2066	1,372,809	-
2067-2071	1,591,462	-
2072-2076	1,844,940	-
2077-2081	2,138,793	-
2082-2086	2,479,451	-
2087-2091	2,874,362	-
2092-2096	3,332,172	-
2097-2098	1,103,505	-
Total	$ 24,938,937	$ 981,334

Note 8 - Commitments and Contingencies

The Agency entered into a Memorandum of Understanding (MOU) and related agreements with the City of Boise for the non-profit Trailhead Entrepreneurial Resource Center. The Agency and the City have been working together to encourage private investment within the City by facilitating business education, connecting entrepreneurs to resources, and working to increase the interaction between entrepreneurs and local businesses located in downtown Boise. Trailhead was established in February 2015 by the Agency and the City to accomplish this goal. The Agency agreed to take responsibility for the rent and maintenance of the office space occupied by Trailhead at 500 South 8th Street. See Note 7 for details of the lease for Trailhead office space. During the fiscal year 2021, a total of $183,000 has been made for rent. As of September 30, 2021, a total of $1,154,675 has been paid to landlord and other vendors since the MOU was executed.

The Agency entered into an Owner's Participation Agreement (OPA) and related agreements with Pennbridge Bodo, LLC, the developer of the Residence Inn by Marriott – a 10-story extended stay hotel of approximately 186

hotel rooms, conference room, fitness area, pool, a third floor patio and bar, and 103 parking spaces in the River-Myrtle/Old Boise District. The project was estimated by the developer to have a total value of $25 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $875,897 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project was completed in fall 2017. Payments are expected to be made over four years from fiscal year 2019 to 2022. During the fiscal year 2021, a total of $315,903 was paid. As of September 30, 2021, total payments of $854,248 have been made.

The Agency entered into an OPA and related agreements with Boise Hotel Investors, LLC, the developer of the Hyatt Place – a 5-story hotel of approximately 150 hotel rooms, conference rooms, fitness area, spa, and eating area in the Westside District. The project was estimated by the developer to have a total value of $20 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $452,463 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project completed in summer 2017. Payments are expected to be made over four years from fiscal year 2019 to 2022. During the fiscal year 2021, a total of $88,599 was paid. As of September 30, 2021, total payments of $281,372 have been made.

The Agency entered into an OPA and related agreements with 5th and Idaho Development, LLC, the developer of the 5th and Idaho Apartments (The Gibson), a mixed-use, 5-story project consisting of approximately 81 studio one and two bedroom apartments, 82 underground parking stalls, 3,000 square feet of retail space, and a 3,600 square foot public park facing Idaho Street in the River-Myrtle/Old Boise District. The project was estimated by the developer to have a total value of $13 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $1,155,000 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project started construction in the fall of 2017 and completed in 2019. During the fiscal year 2021, a total of $172,451 was paid. As of September 30, 2021, total payments of $1,087,046 have been made.

The Agency entered into an OPA and related agreements with BVGC Parcel B, LLC, the developer of Pioneer Crossing (previously known as Parcel B), a completed mixed-use development consisting of retail space, office space, other commercial uses and an 839-space parking garage in the River-Myrtle/Old Boise District. The project was estimated by the developer to have a total value of $46 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $9,688,625 for public improvements ($4,288,625) and purchase of 250 parking spaces ($5,400,000) to be available to the public in the 11th and Front parking garage. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. During fiscal year 2021, a payment of $640,282 was made for the public improvements reimbursement. As of September 30, 2021, total payments of $6,929,155 have been made.

The Agency entered into a Type 4 Capital Improvements Reimbursement Agreement with Northwest Integrity Housing Co., an Idaho nonprofit corporation (NIHC) and a Type 2 General Assistance Participation Agreement with Adare Manor, LLC, an Idaho Limited Liability Company. NIHC is Managing Member for the Adare Manor Apartments, a mixed-use project including retail space along Fairview Avenue and 25th Street and 134 units affordable housing in the 30th Street District. The project is estimated by the developer to have a total value of $20.5 million upon completion. The Agency's financial participation was an anticipated amount not to exceed $563,598 for public improvements ($285,196) over the course of four years after the project is complete and for

undergrounding utilities improvement ($278,402). The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project completed in 2019. During fiscal year 2021, a total of $87,122 has been paid to the developer for the Type 2 General Assistance Participation Agreement. As of September 30, 2021, total payments of $365,524 have been made.

The Agency entered into a Type 3 Transformative Assistance Agreement and a parking permit purchase agreement with Front Street Investors, LLC, the developer of 6th and Front project, a mixed-use development consisting of a 7- story hotel with 138 rooms and a parking garage with 540 parking spaces in the River-Myrtle/Old Boise District. The project is estimated by the developer to have a total value of $43 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $4,088,439 for public improvements ($1,568,439) over the course of four years after the project is complete and purchase of 200 monthly parking permits for seven years to for public parking ($2,520,000). The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The garage portion of the project was completed in 2020 and the hotel is expected to be completed in 2021. During fiscal year 2021, a total of $360,000 has been made with the purchase of 200 monthly parking permits and a total of $330,000 has been made with the Type 3 public improvement reimbursement. As of September 30, 2021, total payments of $840,000 have been made.

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

The Agency entered into an OPA and related agreements in fiscal year 2019 with Boise Caddis, LLC, the developer of Boise Caddis – a 173-unit residential apartment project with 394 structured parking spaces and 4,000 square feet of ground floor retail space in the River-Myrtle/Old Boise District and in Boise's Central Addition district. The project is now known as Jules on 3rd Apartments. The project is estimated by the developer to have a total value of $31 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $1,122,334 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project started construction in fall 2019 and completed in summer 2021. Payments are expected to be made over four years from fiscal year 2022 to 2025. As of September 30, 2021, no payments have been made.

The Agency entered into an OPA and related agreements in fiscal year 2019 with 11th & Idaho Partners, LLC, the developer of 11th & Idaho Office Building – 9-stories with approximately 10,000 square feet of lobby, retail and office space on the ground floor, approximately 170,000 square feet of floor 2 to 9 being Class A office space in the Westside District. The project is estimated by the developer to have a total value of $40 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $740,690 for public improvements over the course of three years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project started construction in August 2019 and completed in 2021. Payments are expected to be made over three years from fiscal year 2022 to 2024. As of September 30, 2021, no payments have been made.

The Agency entered into an OPA and related agreements in fiscal year 2020 with CDG Acquisitions, LLC, the developer of a mixed-use building on 204 and 270 E Myrtle Street consisting of approximately 249 rental apartments, indoor and outdoor community amenities, 7,800 square feet of ground floor retail and a 353 space structured parking garage. The project is in the River-Myrtle/Old Boise District. The project is estimated by the developer to have a total value of $52 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $988,276 for public improvements over the course of three years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to start construction in November 2020 and is expected to complete in winter 2022. Payments are expected to be made over three years from fiscal year 2023 to 2025. As of September 30, 2021, no payments have been made.

The Agency entered into an OPA and related agreements in fiscal year 2020 with 600 Vanguard, LLC, the developer of a mixed-use building on 600 W. Myrtle Street consisting of approximately 75 rental apartments, indoor and outdoor community amenities and 2,600 square feet of ground floor retail. The project is in the River-Myrtle/Old Boise District. The project is estimated by the developer to have a total value of $16 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $497,674 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to complete in late 2021. Payments are expected to be made over four years from fiscal year 2022 to 2025. As of September 30, 2021, no payments have been made.

The Agency entered into an OPA and related agreements in fiscal year 2020 with 9025 Federal, LLC, the developer of a mixed-use office/industrial building on 9025 S. Federal Way consisting of three office suites, two warehouse bays and 30 surface parking stalls. The project is in the Gateway East District. The project is estimated by the developer to have a total value of $2.1 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $92,113 for public improvements over the course of six years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project completed in 2021. Payments are expected to be made over six years from fiscal year 2022 to 2027. As of September 30, 2021, no payments have been made.

The Agency entered into an OPA and related agreements in fiscal year 2020 with 6th and Grove Limited Partnership, the developer of a mixed-use building on 116 S 6th Street, a 7-story building that will house 60 income-restricted and market-rate apartments, 5,000 square feet of ground floor commercial space and 9,000 square feet of office space. The project is in the River-Myrtle/Old Boise District. The project is now known as Thomas Logan Apartments. The project is estimated by the developer to have a total value of $15 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $597,848 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to complete in late 2021. Payments are expected to be made over four years from fiscal year 2022 to 2025. As of September 30, 2021, no payments have been made.

The Agency entered into an OPA and related agreements in fiscal year 2020 with 5th and Grove Investors, LLC, the developer of a mixed-use building on 512 W. Grove Street – 6 story building that will house 114 market-rate apartments, 8,000 square feet of ground floor retail space and amenity space including a rooftop patio. The project is in the River-Myrtle/Old Boise District. The project is now known as The Lucy Apartments. The project is estimated by the developer to have a total value of $25.5 million upon completion. The Agency's financial

participation is an anticipated amount not to exceed $1,111,347 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to complete in late 2021. Payments are expected to be made over four years from fiscal year 2022 to 2025. As of September 30, 2021, no payments have been made.

The Agency entered into an OPA and related agreements in fiscal year 2020 with Boise Gateway 1, LC. The developer constructed a 168,000 square foot industrial building at 9605 S. Eisenman Road with related infrastructure and site improvement. The project is in the Gateway East District. The project was estimated by the developer to have a total value of $12.8 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $426,144 for public improvements over the course of five years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project completed in summer 2020. Payments are expected to be made over five years from fiscal year 2022 to 2026. As of September 30, 2021, no payments have been made.

The Agency entered into an OPA and related agreements in fiscal year 2020 with Main Eleven LLC, the owner of the property on 1015 W. Main Street. The owner intends to modernize the alley drive-ramp on West 11th Street to meet ADA accessibility standards. The project is the Westside District. The Agency's financial participation is an anticipated amount not to exceed $22,612 for public improvements after the project is complete. The OPA sets out conditions the owner must meet to become eligible for Agency financial participation. The project completed in 2021. During fiscal 2021, the first and final payment of $22,612 has been made.

The Agency entered into an OPA and related agreements in fiscal year 2020 with FireFusion Studio LLC, the owner of the property on 1322 W. Main Street. The owner is renovating public improvements on the streetscape. The project is the Westside District. The Agency's financial participation is an anticipated amount not to exceed $54,367 for public improvements after the project is complete. The OPA sets out conditions the owner must meet to become eligible for Agency financial participation. The project completed in 2021. During fiscal 2021, the first and final payment of $47,792 has been made.

The Agency entered into an OPA and related agreements in fiscal year 2021 with I.M. IRIE TWO LLC, the owner of the property on 505 West Bannock Street. The owner is renovating public improvements on the streetscape. The project is the River-Myrtle/Old Boise District. The Agency's financial participation is an anticipated amount not to exceed $120,412 for public improvements after the project is complete. The OPA sets out conditions the owner must meet to become eligible for Agency financial participation. The project completed in 2021. During fiscal 2021, the first and final payment of $120,412 has been made.

The Agency entered into an OPA and related agreements in fiscal year 2021 with Lynch Land Development. The developer is constructing a new travel center off the I-84 Eisenman Road Exit in Boise with fuel and amenities for professional drivers as well as commuter and recreational traffic with fuel canopies and an 11,000 square foot convenience store. Project location is 10026 S. Eisenman Road and is in the Gateway East District. The project was estimated by the developer to have a total value of $12.9 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $1,005,645 for public improvements over the course of six years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to complete in fall 2021. Payments are expected to be made over five years from fiscal year 2023 to 2028. As of September 30, 2021, no payments have been made.

The Agency entered into an OPA and related agreements in fiscal year 2021 with Prentiss Properties 21, LLC, the owner of the property on 901 N 27th Street. The owner is renovating public improvements on the streetscape. The project is the 30th Street District. The Agency's financial participation is an anticipated amount not to exceed $200,000 for public improvements after the project is complete. The OPA sets out conditions the owner must meet to become eligible for Agency financial participation. The project is expected to complete in 2022. As of September 30, 2021, no payments have been made.

The Agency entered into an OPA and related agreements in fiscal year 2021 with 3rd & Broad LLC, the owner of the property on 406 S 3rd Street. The owner is renovating public improvements on the streetscape. The project is the River-Myrtle/Old Boise District. The Agency's financial participation is an anticipated amount not to exceed $200,000 for public improvements after the project is complete. The OPA sets out conditions the owner must meet to become eligible for Agency financial participation. The project is expected to complete in late 2021. As of September 30, 2021, no payments have been made.

The Agency entered into an OPA and related agreements in fiscal year 2021 with Boise Gateway2, LC. The developer is constructing a 278,000 square foot industrial building on 2155 East Freight Street. The project is in the Gateway East District. The project was estimated by the developer to have a total value of $53.9 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $895,382 for public improvements over the course of six years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to complete in late 2021. Payments are expected to be made over five years from fiscal year 2023 to 2028. As of September 30, 2021, no payments have been made.

Note 9 - Significant Contractual Agreements

The Agency is party to numerous agreements related to the development of the parcels in the Ada County Courthouse Corridor. In 2011, the various agreements were amended to facilitate the refunding of the 2002 B bonds with the 2011 B Revenue Refunding Note. The Business Terms Sheet/Funds Flow calculation was one of the agreements amended. Under the terms of the amended agreement, the tax increment guarantee for the Idaho Place parcels was restated as $245,000 for fiscal year 2011, increasing 3% each year thereafter through fiscal year 2024.The developer will receive credit against the guarantee amount for any actual increment received from the subject parcels. The supplemental rent obligation on the apartment parcels in the Courthouse Corridor is stated in the Business Terms Sheet as $289,865 for fiscal year 2011, increasing 3% each year thereafter through fiscal year 2024. The developer will receive credit against the supplemental rent amount for any actual increment received from the apartment parcels. During fiscal year 2021, the tax increment guarantee and supplemental rent obligations in the amounts of $100,304 and $3,222 were received in full.

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

entered into a Termination Agreement and Mutual Release (Termination Agreement). The Termination Agreement terminates the Sublease Agreements with Civic Partners and all interest that Civic Partners has in and to the subleased properties.

Note 10 - Pledged Revenues

The Agency has certain long-term debt obligations for which revenues have been pledged. The Agency issued the Series 2011 B Revenue Refunding Note to refund the 2002 B bonds. Amounts in the Series 2011 B note fund are pledged to support this debt. One twelfth of the annual debt service is to be deposited into the note fund each month. The source revenues for the deposits into the note fund are revenue allocation from the River-Myrtle/Old Boise District and net parking revenues from the parking system. The 2011 B Revenue Refunding Note matures in 2024. The bond fund is pledged until the bonds mature. For the year ended September 30, 2021, the total debt service on this note was $1,384,175.

The Agency issued the Series 2017 A Redevelopment Bond in fiscal year 2017. Amounts in the Series 2017 A bond fund are pledged to support this debt. One twelfth of the annual debt service is to be deposited into the bond fund each month. The source revenues for the deposits into the bond fund are revenue allocation from the River-Myrtle/Old Boise District and net parking revenues from the parking system. The Series 2017 A bond matures in 2024. The bond fund is pledged until the bond matures. For the year ended September 30, 2021, the total debt service on this bond was $1,972,956.

The Agency issued the Series 2017B Bond to refund the 2010B Bond. Amounts in the Series 2017B Bond fund are pledged to support this debt. One-twelfth of the annual debt service is to be deposited into the bond fund each month. The source revenues for the deposits into the bond fund are revenue allocation from the River Myrtle/Old Boise District and net parking revenues from the parking system. For the year ended September 30, 2021, the total debt service on these bonds was $804,600.

Note 11 - Conduit Debt

On April 29, 2016, the Agency authorized the issuance of its Lease Revenue Bonds, Series 2016 (Greater Boise Auditorium District Expansion Project), in the aggregate principal amount of $23,085,000. The proceeds of the bonds were used to expand and improve the “Boise Centre”, an existing convention center and public event facility in downtown Boise operated by the Greater Boise Auditorium District (the District), to pay bond issuance costs, to fund capitalized interest and to fund a reserve fund. The Series 2016 Bonds was issued at a fixed rate range from 3.00% to 5.00%. The issuance is a conduit financing arrangement for the District. The Agency receives no benefit from the issuance of these bonds and has no liability. Therefore, the Agency has not recorded any benefit or liability. The first principal payment was scheduled and made on December 15, 2017. As of September 30, 2021, the unpaid principal balance is $19,965,000.

Note 12 - Subsequent Events

On October 15, 2021, the Agency completed the disposition of 1715 West Idaho Street, one of the properties held for redevelopment, in Westside District. The sales price was $605,000 to the developers, SMR Development LLC, deChase Miksis and Edlen & Co. The housing infill project will provide 48 mixed-income residential apartment units in the west downtown neighborhood.

On November 3, 2021, the Agency and City of Boise established the State Street Urban Renewal District. This district is to promote compact, mixed-use, mixed-income development along State Street between 27th Street and Horseshoe Bend Road. The district will receive its first tax increment revenue in fiscal year 2023 and terminates on December 31, 2041.

On December 1, 2021, the Agency early redeemed all three outstanding bonds – 2011 B, 2017 A and 2017 B bonds. The total redemption cost is $11,900,973, including repayment of principal $11,715,000, accrued interests $93,761, and prepayment fee $92,212. The early redemption of bonds saved a total of $573,027 compared to the current debt service schedule.

CAPITAL CITY DEVELOPMENT CORPORATION

REQUIRED SUPPLEMENTARY INFORMATION

CAPITAL CITY DEVELOPMENT CORPORATION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2021

	General Fund			
	Original Budget	Amended Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Interest	$ 10,000	$ -	$ 3,148	$ 3,148
Unrealized gain on investments	-	-	80	80
Other	188,000	175,314	62,862	(112,452)
Total revenues	198,000	175,314	66,090	(109,224)
EXPENDITURES				
Operating and administrative expenses	4,237,000	4,182,174	3,563,939	618,235
Capital outlay and related expenses	46,000	65,000	26,570	38,430
Total expenditures	4,283,000	4,247,174	3,590,509	656,665
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(4,085,000)	(4,071,860)	(3,524,419)	547,441
OTHER FINANCING SOURCES (USES)				
Interfund transfers	4,085,000	4,563,444	3,773,548	(789,896)
TOTAL OTHER FINANCING SOURCES	4,085,000	4,563,444	3,773,548	(789,896)
NET CHANGE IN FUND BALANCES	-	491,584	249,129	(242,455)
FUND BALANCES, BEGINNING OF YEAR	737,007	737,007	737,007	-
FUND BALANCES, END OF YEAR	$ 737,007	$ 1,228,591	$ 986,136	$ (242,455)

CAPITAL CITY DEVELOPMENT CORPORATION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2021

	River Myrtle District RA Fund			
	Original Budget	Amended Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Interest	$ 80,000	$ -	$ 30,506	$ 30,506
Unrealized gain on investments	-	-	2,111	2,111
Other	512,500	458,500	470,180	11,680
Revenue allocation funds	11,850,000	10,550,000	10,834,662	284,662
Total revenues	12,442,500	11,008,500	11,337,459	328,959
EXPENDITURES				
Operating and administrative expenses	644,122	649,222	496,956	152,266
Capital outlay and related expenses	19,539,900	3,523,739	3,127,577	396,162
Debt service - principal	2,520,000	2,520,000	2,520,000	-
Debt service -interest	257,556	257,556	257,556	-
Total expenditures	22,961,578	6,950,517	6,402,089	548,428
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(10,519,078)	4,057,983	4,935,370	877,387
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(1,159,834)	(1,113,471)	(830,338)	283,133
Total other financing sources (uses)	(1,159,834)	(1,113,471)	(830,338)	283,133
NET CHANGE IN FUND BALANCES	(11,678,912)	2,944,512	4,105,032	1,160,520
FUND BALANCES, BEGINNING OF YEAR	25,381,935	25,381,935	25,381,935	-
FUND BALANCES, END OF YEAR	$ 13,703,023	$ 28,326,447	$ 29,486,967	$ 1,160,520

CAPITAL CITY DEVELOPMENT CORPORATION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2021

	Westside District RA Fund			
	Original Budget	Amended Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Lease	$ 300,000	$ 99,318	$ 123,275	$ 23,957
Interest	15,000	-	8,402	8,402
Unrealized gain on investments	-	-	469	469
Other	1,790,945	2,001,531	2,028,078	26,547
Parking revenues	39,120	9,975	10,650	675
Revenue allocation funds	4,500,000	4,000,000	4,166,300	166,300
Total revenues	6,645,065	6,110,824	6,337,174	226,350
EXPENDITURES				
Operating and administrative expenses	432,000	377,000	269,740	107,260
Capital outlay and related expenses	21,095,000	6,111,599	5,450,946	660,653
Total expenditures	21,527,000	6,488,599	5,720,686	767,913
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(14,881,935)	(377,775)	616,488	994,263
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(980,400)	(1,003,958)	(805,439)	198,519
Net proceeds and payoffs, refunded debt	10,000,000	-	-	-
Total other financing sources (uses)	9,019,600	(1,003,958)	(805,439)	198,519
NET CHANGE IN FUND BALANCES	(5,862,335)	(1,381,733)	(188,951)	1,192,782
FUND BALANCES, BEGINNING OF YEAR	14,768,863	14,768,863	14,768,863	-
FUND BALANCES, END OF YEAR	$ 8,906,528	$ 13,387,130	$ 14,579,912	$ 1,192,782

See Notes to Required Supplementary Information

CAPITAL CITY DEVELOPMENT CORPORATION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2021

	30th Street District RA Fund			
	Original Budget	Amended Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Interest	$ 5,000	$ -	$ 2,063	$ 2,063
Unrealized gain on investments	-	-	156	156
Revenue allocation funds	1,100,000	930,000	961,780	31,780
Total revenues	1,105,000	930,000	963,999	33,999
EXPENDITURES				
Operating and administrative expenses	70,000	60,200	258	59,942
Capital outlay and related expenses	1,920,000	352,122	400,617	(48,495)
Total expenditures	1,990,000	412,322	400,875	11,447
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(885,000)	517,678	563,124	45,446
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(245,100)	(365,076)	(300,209)	64,867
Total other financing sources (uses)	(245,100)	(365,076)	(300,209)	64,867
NET CHANGE IN FUND BALANCES	(1,130,100)	152,602	262,915	110,313
FUND BALANCES, BEGINNING OF YEAR	1,570,873	1,570,873	1,570,873	-
FUND BALANCES, END OF YEAR	$ 440,773	$ 1,723,475	$ 1,833,788	$ 110,313

CAPITAL CITY DEVELOPMENT CORPORATION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2021

	Shoreline District RA Fund			
	Original Budget	Amended Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Interest	$ 100	$ -	$ 281	$ 281
Unrealized gain on investments	-	-	39	39
Revenue allocation funds	290,000	260,000	267,800	7,800
Total revenues	290,100	260,000	268,120	8,120
EXPENDITURES				
Operating and administrative expenses	105,000	30,100	28,041	2,059
Capital outlay and related expenses	100,000	3,000	-	3,000
Total expenditures	205,000	33,100	28,041	5,059
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	85,100	226,900	240,079	13,179
OTHER FINANCING SOURCES (USES)				
Interfund transfers	18,300	(128,172)	(94,038)	34,134
Total other financing sources (uses)	18,300	(128,172)	(94,038)	34,134
NET CHANGE IN FUND BALANCES	103,400	98,728	146,041	47,313
FUND BALANCES, BEGINNING OF YEAR	175,423	175,423	175,423	-
FUND BALANCES, END OF YEAR	$ 278,823	$ 274,151	$ 321,464	$ 47,313

CAPITAL CITY DEVELOPMENT CORPORATION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2021

	Gateway East District RA Fund			
	Original Budget	Amended Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Interest	$ 300	$ -	$ 992	$ 992
Unrealized gain on investments	-	-	117	117
Revenue allocation funds	1,730,000	1,500,000	1,488,373	(11,627)
Total revenues	1,730,300	1,500,000	1,489,482	(10,518)
EXPENDITURES				
Operating and administrative expenses	50,000	45,000	1,039	43,961
Capital outlay and related expenses	720,000	455,000	148,722	306,278
Total expenditures	770,000	500,000	149,761	350,239
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	960,300	1,000,000	1,339,721	339,721
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(285,950)	(410,710)	(336,820)	73,890
Total other financing sources (uses)	(285,950)	(410,710)	(336,820)	73,890
NET CHANGE IN FUND BALANCES	674,350	589,290	1,002,901	413,611
FUND BALANCES, BEGINNING OF YEAR	516,522	516,522	516,522	-
FUND BALANCES, END OF YEAR	$ 1,190,872	$ 1,105,812	$ 1,519,423	$ 413,611

CAPITAL CITY DEVELOPMENT CORPORATION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2021

	Parking Fund			
	Original Budget	Amended Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Lease	$ 448,032	$ 310,000	$ 363,472	$ 53,472
Interest	30,000	-	11,687	11,687
Unrealized gain on investments	-	-	938	938
Other	45,000	50,000	2,466	(47,534)
Parking revenues	4,138,445	5,944,466	6,130,654	186,188
Total revenues	4,661,477	6,304,466	6,509,217	204,751
EXPENDITURES				
Operating and administrative expenses	2,718,309	2,044,457	2,186,665	(142,208)
Capital outlay and related expenses	3,373,500	2,821,200	2,565,077	256,123
Debt service - principal	1,150,000	1,150,000	1,150,000	-
Debt service - interest and fees	234,175	234,175	234,175	-
Total expenditures	7,475,984	6,249,832	6,135,917	113,915
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(2,814,507)	54,634	373,300	318,666
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(1,571,016)	(1,673,642)	(1,406,704)	266,938
Proceeds from sales of capital assets	-	3,977,000	3,965,428	(11,572)
TOTAL OTHER FINANCING SOURCES	(1,571,016)	2,303,358	2,558,724	255,366
NET CHANGE IN FUND BALANCES	(4,385,523)	2,357,992	2,932,024	574,032
FUND BALANCES, BEGINNING OF YEAR	11,255,517	11,255,517	11,255,517	-
FUND BALANCES, END OF YEAR	$ 6,869,994	$ 13,613,509	$ 14,187,541	$ 574,032

CAPITAL CITY DEVELOPMENT CORPORATION

SCHEDULE OF EMPLOYER'S SHARE OF NET PENSION LIABILITY AND SCHEDULE OF EMPLOYER CONTRIBUTIONS

YEAR ENDED SEPTEMBER 30, 2021

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

	2021	2020	2019	2018	2017	2016	2015
Employer's portion of net of the pension (asset) liability	0.0445123%	0.0422940%	0.0422401%	0.0405570%	0.0397908%	0.0403932%	0.0361820%
Employer's proportionate share of the net pension (asset) liability	$ (35,155)	$ 982,123	$ 482,159	$ 598,223	$ 625,443	$ 818,832	$ 476,459
Employer's covered payroll	$ 1,535,074	$ 1,506,386	$ 1,426,600	$ 1,309,034	$ 1,277,551	$ 1,194,427	$ 1,035,703
Employer's proportionate share of the net pension (asset) liability as a percentage of its covered payroll	-2.29%	65.20%	33.80%	45.70%	48.96%	68.55%	46.00%
Plan fiduciary net position as a percentage of the total pension (asset) liabil	100.36%	82.22%	93.79%	91.69%	90.68%	87.26%	91.38%

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

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

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

	2021	2020	2019	2018	2017	2016	2015
Statutorily required contribution	$ 189,895	$ 184,578	$ 166,029	$ 153,809	$ 140,234	$ 135,975	$ 124,326
Contributions in relation to the statutorily required contribution	$ (189,531)	$ (189,706)	$ (167,556)	$ (152,231)	$ (140,418)	$ (133,983)	$ (123,145)
Contribution deficiency (excess)	$ 364	$ (5,128)	$ (1,527)	$ 1,578	$ (184)	$ 1,992	$ 1,181
Employer's covered payroll	$ 1,561,822	$ 1,567,710	$ 1,446,855	$ 1,346,870	$ 1,222,892	$ 1,202,851	$ 1,096,499
Contributions as a percentage of covered payroll	12.14%	12.10%	11.58%	11.30%	11.48%	11.14%	11.23%

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

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

Note 1 - Summary of Significant Accounting Policies

Financial Reporting Entity

The Agency follows these procedures in establishing the budget:

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

Note 2 - Summary of Significant Accounting Policies

The fiscal year 2021 budget was amended once during the year to reflect a restatement of appropriations in the adopted and amended budget.

Note 3 - Actuary Assumptions

The total pension liability (asset) in the June 30, 2021 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.30 percent
Salary increases including inflation	3.05 percent
Investment rate of return-net of investment fees	6.35 percent
Cost of living (COLA) adjustments	1.00 percent

Several different sets of mortality rates are used in the valuation for contributing members, members retired for service and beneficiaries. These rates were adopted for the valuation dated July 1, 2021.

Contributing Members, Service Retirement Members, and Beneficiaries

General Employees and All Beneficiaries - Males	Pub-2010 General Tables, increased 11%
General Employees and All Beneficiaries - Females	Pub-2010 General Tables, increased 21%
Teachers - Males	Pub-2010 Teacher Tables, increased 12%
Teachers - Females	Pub-2010 Teacher Tables, increased 21%
Fire & Police - Males	Pub-2010 Safety Tables, increased 21%
Fire & Police - Females	Pub-2010 Safety Tables, increased 26%
Disabled Members - Males	Pub-2010 Disabled Tables, increased 38%
Disabled Members - Females	Pub-2010 Disabled Tables, increased 36%

The Total Pension Liability as of June 30, 2021 is based on the results of an actuarial valuation date of July 1, 2021. The District's proportionate share of changes in assumptions as of the measurement date totaled $403,533.

EideBailly

CPAs & BUSINESS ADVISORS

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

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

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of Capital City Development Corporation (the Agency), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated February 4, 2022.

Internal Control over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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



Boise, Idaho
February 4, 2022

CAPITAL CITY DEVELOPMENT CORP

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AGENDA BILL

Agenda Subject: CONSIDER: Resolution 1746 Approval of an Interagency Agreement with the Ada County Highway District for Design Services on Linen Blocks on Grove Street Streetscapes Improvement Project	**Date:** February 14, 2022
Staff Contact: Amy Fimbel	**Attachments:** 1. Resolution 1746 2. Interagency Agreement
Action Requested: Adopt Resolution 1746 approving and authorizing the execution of an Interagency Agreement with the Ada County Highway District for design services associated with the Agency's Linen Blocks on Grove Street Streetscapes Improvement Project.	

Background:
The Agency's Linen Blocks on Grove Street Streetscapes Improvement Project includes significant investment in public improvements such as a raised bikeway, new streetscapes, furnishings, street lights, stormwater upgrades including green stormwater infrastructure, rebuilt concrete roadway, and fiber optic expansion. The existing pavement sections on Grove Street between 9th and 16th Streets were previously included for rehabilitation in the ACHD 2020 Downtown Boise Implementation Plan (DBIP) project. The ACHD 2020 DBIP project also included replacing stormwater facilities as needed. This ACHD work was scheduled to happen with the Agency's planned streetscape improvements along Grove Street to increase construction efficiencies, reduce costs, and minimize disruptions to business and the traveling public. Per ACHD policies and best practices, these sections of Grove Street will be rehabilitated with new base material and concrete pavement and that stormwater facilities will be replaced as needed along with the Agency's planned improvements.

Agency and ACHD staff have negotiated an agreement to share the expenses involved in the design of the reconstruction of Grove Street between 9th and 16th Streets. The parties are prepared to proceed with the Agency's design team designing the aforementioned improvements.

Fiscal Notes:
The Interagency Agreement will reimburse CCDC approximately $112,607 for project design services associated with ACHD public improvements.

Staff Recommendation:
Staff recommends the Agency Board find it in the best interest of the Agency and the public to approve and authorize execution of the Interagency Agreement with ACHD.

Suggested Motion:
I move to adopt Resolution 1746 approving and authorizing the execution of an Interagency Agreement with the Ada County Highway District for design services associated with the Agency's Linen Blocks on Grove Street Streetscapes Improvement Project.

RESOLUTION NO. 1746

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AN INTERAGENCY AGREEMENT BETWEEN THE AGENCY AND THE ADA COUNTY HIGHWAY DISTRICT FOR CERTAIN DESIGN SERVICES ASSOCIATED WITH THE LINEN BLOCKS ON GROVE STREET STREETSCAPES IMPROVEMENT PROJECT; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

WHEREAS, in cooperation with the City of Boise and the Ada County Highway District (ACHD), the Agency seeks to make certain transformative improvements and enhancements to Grove Street between 9th Street and 16th Street, in downtown Boise, to wit: changes to the layout, construction of raised/separated bicycle facilities, streetscapes, raised intersections, and reconstructed curbs, gutters, and sidewalks; and,

WHEREAS, the existing pavement on sections of the area of Grove Street were previously included for rehabilitation in the ACHD 2020 Downtown Boise Implementation Plan project, and those sections were delayed due to the Agency's interest in changing the layout of its Linen Blocks on Grove Street Project; and

WHEREAS, the ACHD Resident Engineer has directed that Grove Street between 9th Street and 16th Street be rehabilitated with new base material and concrete pavement and that stormwater facilities be replaced; and,

WHEREAS, efficiencies are achieved by allowing the Agency to design the entirety of the ACHD improvements along with the Agency's own improvements to Grove Street and thereafter be reimbursed by ACHD for its associated design costs, at the estimated rate of 32% of the overall design cost; and,

WHEREAS, the Agency and ACHD have determined that it is in the best public interest to enter into an Interagency Agreement, attached hereto as Exhibit A, whereby the Parties agree the Agency's design team will design the aforementioned improvements and ACHD will reimburse for its share of the cost of the work; and

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

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

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

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

Section 3: That the Executive Director of the Agency is hereby authorized to enter into the 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 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 February 14, 2022, Agency Board meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 14, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on February 14, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Dana Zuckerman, Chair

ATTEST:

BY: _____
Lauren McLean, Secretary

INTERAGENCY AGREEMENT BETWEEN ADA COUNTY HIGHWAY DISTRICT AND CAPITAL CITY DEVELOPMENT CORPORATION FOR
Design of Reconstruction of Roadway of
Grove Street between 16th Street and 9th Street in Boise, Idaho

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho ("ACHD"), and CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic, exercising governmental functions and powers, organized and existing under the Idaho Urban Renewal Law, Chapter 20, Title 50, Idaho Code ("CCDC").

RECITALS

WHEREAS, ACHD is a single county-wide highway district, a public entity, organized and existing pursuant to Idaho Code Title 40, Chapter 14, as amended and supplemented, with the exclusive jurisdiction, and authority to maintain, improve, regulate, and operate public rights-of-way in Ada County.

WHEREAS, CCDC is an urban renewal agency, a public entity, organized and existing pursuant to Idaho Code Title 50, as amended and supplemented, with the power to undertake and carry out urban renewal projects and related activities within its urban renewal districts.

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

WHEREAS, CCDC desires to change the layout, adding raised/separated bicycle facilities, streetscaping, raised intersections, including reconstructing curbs, gutters and sidewalks within downtown Boise on **Grove Street between 16th Street and 9th Street**, also known as the CCDC Linen Blocks on Grove Street project ("CCDC PROJECT").

WHEREAS, the existing pavement on sections of this portion on Grove Street were previously included for rehabilitation in the ACHD 2020 Downtown Boise Implementation project. These sections were delayed due to CCDC's interest in changing the layout with the CCDC Linen Blocks on Grove Street project, with proposed improvements including raised/separated bicycle facilities, streetscaping, potential permeable pavers in the parking lanes, curb extensions, raised intersections and green stormwater infrastructure. Therefore, the ACHD Resident Engineer has directed that Grove Street between 16th Street and 9th Street be rehabilitated by excavating 15-inches and replacing with 6-inches of base material and 9-inches of concrete pavement.

The ACHD 2020 Downtown Boise Implementation project also included replacing stormwater facilities as needed, including:

- Replacing all 'old style' inlets (if any)

- Replacing any corrugated metal pipe (CMP) within the public right-of-way (if any)
- Replacing other pipes, inlets, and manholes as needed

All work in this section within the area between the new edges of pavement, unless needed solely due to the CCDC PROJECT, henceforth called ACHD PROJECT.

WHEREAS, ACHD is the principal permittee for National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit #IDS-027561 effective February 1, 2013.

WHEREAS, the NPDES MS4 permit requires ACHD to implement and enforce a program to control stormwater runoff from all new development and redevelopment projects resulting in land disturbance, including asphalt removal or regrading, of 5,000 square feet (ft2) or more, and the use of Green Stormwater Infrastructure (GSI) can meet this Permit requirement by providing onsite stormwater management. The ACHD PROJECT is maintenance work that does not add impervious area nor impact the subbase and therefore does not require additional stormwater facilities.

WHEREAS, ACHD and the City of Boise executed a Master License Agreement on May 24, 2016, which provides a limited license to the City of Boise to regulate and control the size, placement, operation, and maintenance of green stormwater drainage facilities located within and under sidewalks and other areas adjacent to and behind the curb within the public rights-of-way for the purpose of providing safe and effective alternative stormwater drainage systems in the Greater Downtown Boise Area and to improve upon the aesthetics therein, and which limited license sets forth the purposes, powers, rights, objectives, and responsibilities of ACHD and the City of Boise relating to the green stormwater drainage facilities.

WHEREAS, CCDC has offered to design the entirety of ACHD PROJECT, provided that ACHD reimburses costs associated.

WHEREAS, an estimate of the design costs as related to the estimated construction cost will be used to find the initial agreement amount (Exhibit "A"). ACHD agrees to reimburse CCDC the agreed percentage of the overall design costs for the CCDC Linen Blocks on Grove Street Design contract (CCDC PROJECT) as set forth in Section 1.d. below.

WHEREAS, completion of the ACHD PROJECT will extend the life of CCDC's investments in improvements.

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACHD and CCDC agree as follows:

1. ACHD RESPONSIBILITIES:

a. Review and approve the design contract between CCDC and its consultant.

b. Receive and review design invoices from CCDC's consultant when they are submitted to ACHD by CCDC, as set forth in Section 2.b. below.

c. Review and approve the design invoices, as part of the reimbursement requests (Section 3.a. below), to CCDC from its consultant.

d. Provide payment to CCDC for ACHD's portion of the design costs at the end of the ACHD 2022 fiscal year, and at the end of the design contract if after the end of the ACHD 2022 fiscal year. ACHD's portion is expected to be 32% of the overall design costs for the CCDC Linen Blocks on Grove Street Design contract, though this percentage may change if approved by both parties, as set forth in Section 3.b below.

2. CCDC RESPONSIBILITIES:

a. Provide for design, and future bidding, and award of the ACHD PROJECT as a component of the CCDC PROJECT.

b. Provide design invoices from CCDC's consultant to ACHD within a reasonable time after they are received by CCDC; discuss with ACHD any concerns ACHD may have about the invoices, if applicable.

3. PAYMENT:

a. CCDC shall provide reimbursement requests to ACHD consistent with the schedule set forth in Section 1.d. above, including the invoices for the design contract from CCDC's consultant to ACHD, which will be used to find the amounts ACHD is to reimburse CCDC. ACHD shall pay each reimbursement request within thirty (30) days of receipt.

b. CCDC shall provide all design contract supplemental requests and information provided by CCDC's consultant. In the occurrence of a design supplemental, ACHD and CCDC shall review the supplemental and jointly decide the percentage of responsibility of each party. In most cases ACHD would be fully or partially responsible for supplementals required for the ACHD PROJECT. ACHD shall include such supplementals as needed in the reimbursement payments to CCDC; provided, however, that if ACHD disputes or disapproves any requested payment amount, the undisputed or approved amount shall be paid, and the Parties shall exert cooperative efforts to resolve the disputed or disapproved amount as soon as practicable.

4. ADDITIONAL PROVISIONS:

a. In accordance with Idaho Code § 67-2332, the purposes, powers, rights, and objectives of each of the parties are as set forth in the Recitals above. Each of the Recitals above is incorporated into the body of this Agreement.

b. Each of the exhibits referenced herein is incorporated into the body of this Agreement.

c. ACHD's approval by the ACHD Project Manager will be required for any supplemental affecting the ACHD PROJECT.

d. It is anticipated that the term of this Agreement shall be perpetual. Neither party may terminate this Agreement without the prior written consent of the other party.

e. CCDC hereby indemnifies and holds ACHD harmless from and against any and all claims or actions for loss, injury, death, damages, and mechanics and other liens, arising out of the failure or neglect of CCDC, CCDC's employees, contractors, and agents, in connection with its activities under this Agreement and the exercise of any privileges or performance of any obligations of CCDC hereunder, and including any attorney fees and costs that may be incurred by ACHD in defense of such claims or actions indemnified against by CCDC hereunder, but only to the extent caused by the negligent acts or omissions of CCDC, or CCDC's employees, contractors, and agents. For claims or actions arising out of failures or neglect occurring during the term of this Agreement, CCDC's obligations pursuant to this section shall survive the termination of this Agreement.

f. ACHD hereby indemnifies and holds CCDC harmless from and against any and all claims or actions for loss, injury, death, damages, and mechanics and other liens, arising out of the failure or neglect of ACHD, ACHD's employees, contractors, and agents, in connection with its activities under this Agreement and the exercise of any privileges or performance of any obligations of ACHD hereunder, and including any attorney fees and costs that may be incurred by CCDC in defense of such claims or actions indemnified against by ACHD hereunder, but only to the extent caused by the negligent acts or omissions of ACHD, or ACHD's employees, contractors, and agents. For claims or actions arising out of failures or neglect occurring during the term of this Agreement, ACHD's obligations pursuant to this section shall survive the termination of this Agreement.

g. This Agreement may not be enlarged, modified, amended, or altered except in writing signed by both of the parties hereto.

h. All signatories to this Agreement represent and warrant that they have the power to execute this Agreement and to bind the agency they represent to the terms of this Agreement.

i. Should either party to this Agreement be required to commence legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in said action.

j. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Idaho, County of Ada.

k. This Agreement shall be binding upon and inure to the benefit of the personal representatives, heirs and assigns of the respective parties hereto.

l. Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.

m. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.

n. This Agreement and any exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and no party shall be liable or bound to the other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

o. The promises, covenants, conditions, and agreements herein contained shall be binding on each of the parties hereto and on all parties and all persons claiming under them or any of them; and the rights and obligations hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

p. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

q. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's right to enforce any provision or exercise any right. No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by ACHD and CCDC.

r. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

s. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same.

t. The parties hereto agree that nothing herein contained shall be construed to create a joint venture, partnership, or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.

u. Time shall be of the essence for all events and obligations to be performed under this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year herein first written.

ATTEST: By:	ADA COUNTY HIGHWAY DISTRICT By:
Name: Bruce Wong Title: ACHD Director	Name: Mary May Title: President ACHD Board of Commissioners
ATTEST: By:	CAPITAL CITY DEVELOPMENT CORPORATION By:
Name: Mary Watson Title: CCDC General Counsel	Name: John Brunelle Title: Executive Director

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2022 before me, a notary public in and for said state, personally appeared MARY MAY and BRUCE WONG, PRESIDENT of the ADA COUNTY HIGHWAY DISTRICT BOARD OF COMMISSIONERS and DIRECTOR of the ADA COUNTY HIGHWAY DISTRICT, respectively, and known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said highway district.

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

_____
Notary Public for Idaho
Residing at _____, Idaho
My commission expires:

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2022, before me, the undersigned, personally appeared JOHN BRUNELLE, EXECUTIVE DIRECTOR of CAPITAL CITY DEVELOPMENT CORPORATION, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for and on behalf of said corporation.

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

_____
Notary Public for Idaho
Residing at _____, Idaho
My commission expires:

Exhibit "A"
ACHD PROJECT DESIGN COST ESTIMATE
GROVE STREET BETWEENT 16TH STREET AND 9TH STREET

	ACHD PROJECT Design Estimate
Total Construction Estimate	$11,574,552
ACHD PROJECT Construction Estimate	$3,647,675
ACHD PROJECT % of Total Construction Estimate	32%
CCDC Design Contract	$351,896
ACHD PROJECT Percetage	32%
ACHD PROJECT portion of Design	**$112,607**

CAPITAL CITY DEVELOPMENT CORP

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AGENDA BILL

Agenda Subject: 1655 W Fairview Ave – Offices at Fairview & Main – Type 1 Participation Agreement Designation	**Date:** February 14, 2022
Staff Contact: Alexandra Monjar	**Attachments:** 1) Site Map 2) Renderings 3) Public Improvement Plan
Action: Review 1655 W Fairview as a project eligible to utilize the Type 1 One Time Assistance Participation Program and direct staff to continue negotiating a final agreement with Fairview Partners LLC for future board approval.	

Background: 1655 West Fairview Avenue or Offices at Fairview & Main is a project to improve an existing commercial office and retail building at Main and Fairview. Upon renovation, the project will include 17 offices and two retail/office suites. The property is in the Westside Urban Renewal District, and located between Grove and Main Streets and 16th and 17th Streets. The renovation includes interior and exterior improvements in addition to some site improvements to landscaping and parking that have been completed. This next phase of improvements includes updating interiors, adding egress for the North building, increasing the rentable area of the building to just over 28k SF, and improvements to the right of way. The project is estimated to create 15 construction jobs and once complete, the office will provide a workplace for 63 people. The building has a surface parking lot with 61 striped spaces and is within a block of transit stops improved by CCDC's Main and Fairview Transit Stations project.

The project is from GSD, a small development firm established by Michael Polombo in 2013. Prior to forming GSD, Mr. Polombo worked with the Austin-based company Investcor. His development portfolio includes multi-family, office, and retail projects since 2003. GSD's goal is to enhance the quality of life in areas they build through intelligently designed projects, and an affinity for urban walk-live areas sets the tone for the design and direction of the projects they select. GSD is now based in Boise and the firm's first development associate hire in the city was made in the summer of 2021.

Public improvements submitted for CCDC assistance include sidewalk repair and upgrades, including installing brick sidewalk on the prominent corner of the lot, improving accessibility with a new pedestrian ramp at Main and Fairview and removing street trees in narrow right of way, planting new street trees and landscaping, improving storm water management, and undergrounding power and telecomm utilities. This block was identified in a recent assessment of the district to require major improvements to be compliant with standards which these repairs and upgrades will remedy. These eligible expenses are estimated to be just over $222,000.

Type 1 projects are eligible for reimbursement of 100% of public improvement costs up to $200,000, matched by developer investment and subject to Board approval. While the Type 1 Program does not require scoring for participation, this project aligns with goals and intentions of the program by activating a disinvested site and substantially improving connectivity and comfort for pedestrians.

The total development costs for the interior and exterior improvements is estimated to be $600,000. The developer has recently invested another $148,000 in deferred maintenance repairs to the parking lot and HVAC system.

The project has been submitted to Design Review, and approval is expected this month through staff-level review. The developer plans to begin construction next month, with improvements complete this July. Type 1 projects are reimbursed upon completion and verification of actual eligible expenses, so CCDC would expect to issue a reimbursement this summer.

Offices at Fairview & Main meets the requirements of the Participation Program as approved by the CCDC Board and promotes the objectives of the Westside District Plan.

Project Summary:
- 1655 W Fairview Ave
- 28,070 SF Office and Retail
- ~$600,000 Total Development Costs
- ~$222,000 Estimated Eligible Expenses

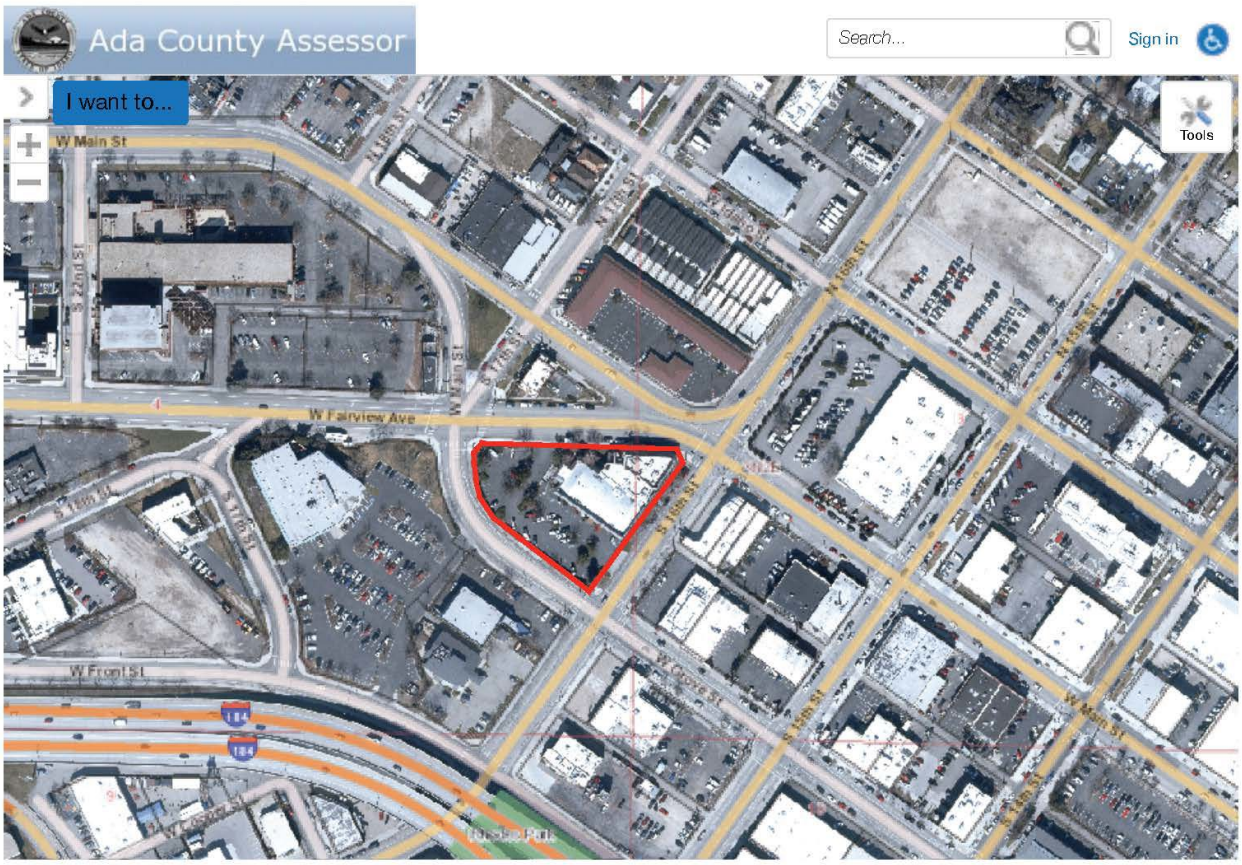
Timeline:
- Feb 2022 – Anticipated Design Review Approval (staff level review, application submitted January 25)
- TODAY – Type 1 Designation
- March 2022 – Construction begins
- March/April 2022 – Type 1 Agreement Approval
- July 2022 – Construction Complete
- August/September 2022 – CCDC Reimburses Actual Eligible Expenses

Fiscal Notes:
The project has estimated Eligible Expenses of $222,000. $200,000 of these may be reimbursed through a Type 1 Agreement. The Agency's Five Year Capital Improvements Plan includes a line item for Type 1 Participation in the Westside District with sufficient funds to reimburse this project.

Staff Recommendation:
Provide feedback and direct for staff to continue negotiating and finalizing the terms of the Type 1 Participation Agreement for future board approval.

Suggested Motion:
I move to direct staff to negotiate a final Type 1 Participation Agreement with Fairview Partners LLC for future board approval.

Attachment #1 – Site Map

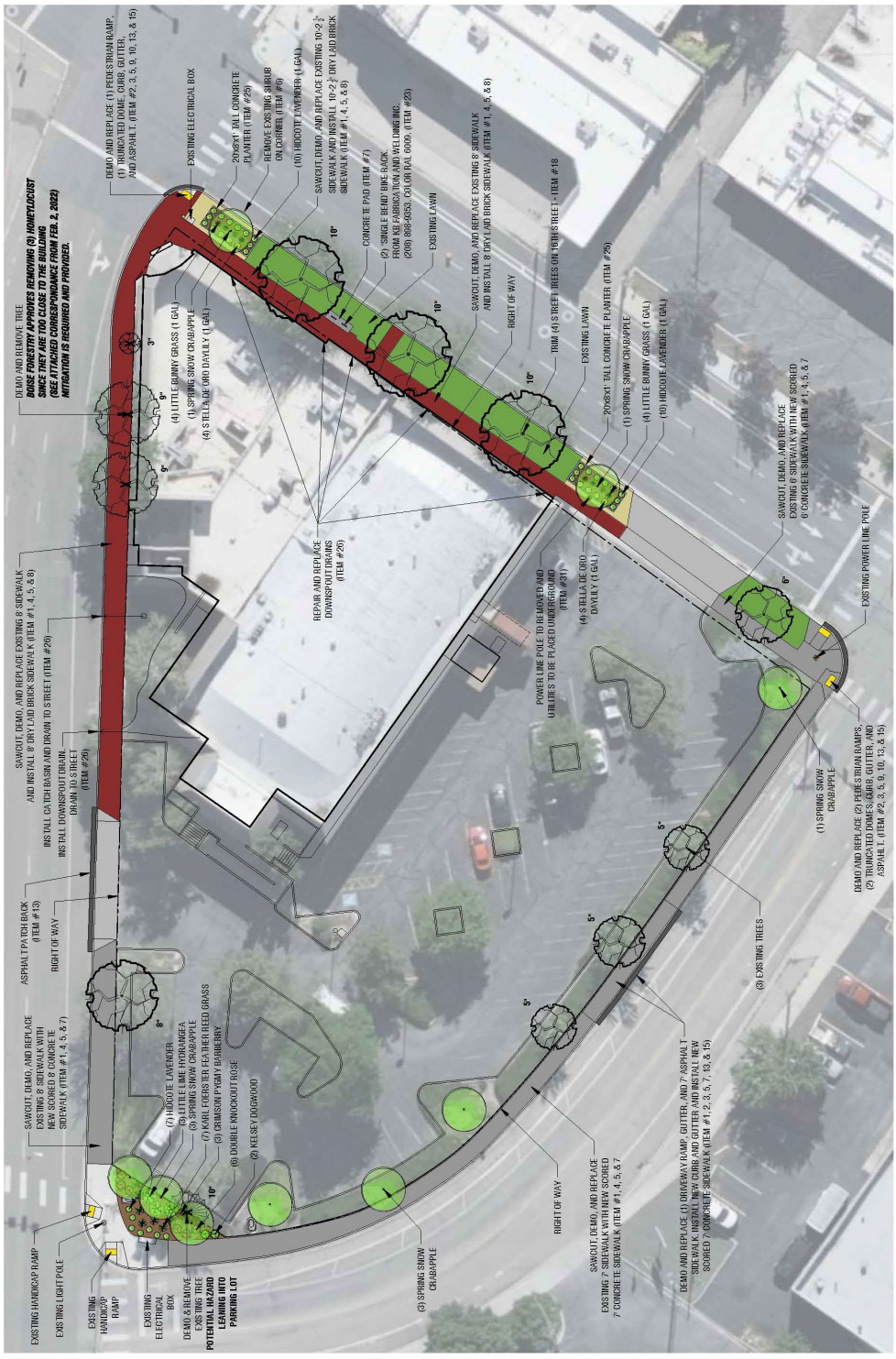


Attachment #2 – Renderings





Attachment #3 – Public Improvement Plan



PLANT LEGEND

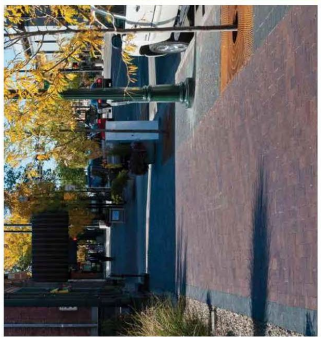
Qty	Common Name	Botanical Name	Mature Size	Sun Exposure	Size
	Trees				
9	Spring Snow Crabapple	Malus Spring Snow	15'-20' tall and wide	Partial Sun to Full Sun	2" caliper
	Shrubs				
3	Crimson Pygmy Barberry	Berberis thunbergii 'Crimson Pygmy'	2' tall x 3' wide	Full Sun	5 gallon
2	Kelsey Dogwood	Cornus sericea 'Kelseyi'	2'-2.5' tall and wide	Partial to Full Sun	5 gallon
3	Little Lime Hydrangea	Hydrangea paniculata 'Jane'	3'-5' tall and wide	Partial to Full Sun	5 gallon
6	Red Carpet Rose	Rosa x 'Noare'	2'-3' tall x 3' wide	Full Sun	2 gallon
	Perennials				
7	Karl Foerster Feather Reed Grass	Calamagrostis x acutiflora 'Karl Foerster'	5'-4' tall x 1.5'-3' wide	Full Sun	1 gallon
8	Stella De Oro Daylily	Hemerocallis x 'Stella de Oro'	2'-3' tall and wide	Partial Sun to Full Sun	1 gallon
8	Little Bunny Grass	Pennisetum alopecuroides 'Little Bunny'	1'-2' tall and wide	Full Sun	1 gallon
27	Hidcote Blue English Lavender	Lavandula angustifolia 'Hidcote Blue'	2'-3' tall and wide	Full Sun	1 gallon



'SINGLE BEND' BIKE RACK - KB FABRICATION AND WELDING INC



SPRING SNOW CRABAPPLE



ENDICOTT BRICK PAVER WITH 8" BORDER

CAPITAL CITY DEVELOPMENT CORP

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AGENDA BILL

Agenda Subject: Awarding Contract – Parking Garage Membrane Replacement and Maintenance Project	**Date:** February 14, 2022
Staff Contact: Aaron Nelson, Parking & Facilities Manager Kathy Wanner, Contracts Manager	**Attachments:** A. Resolution No. 1742 B. Bid Results C. Bid Received from Consurco, Inc.
Action Requested: Adopt Resolution No. 1742 awarding the contract for the Parking Garage Membrane Replacement and Maintenance Project to Consurco, Inc.	

Background:
Since FY2009, the Agency has been making major reinvestments to extend the longevity and enhance the appearance of the parking garages in the ParkBOI system. In 2019 the Agency engaged Veritas Material Consulting to conduct non-structural condition assessments of the concrete in the 9th & Main and Capitol & Main Garages. The assessments determined that overall, the concrete surfaces in the garages were in good condition; however, the waterproof membranes in isolated locations on multiple levels need repair. The 9th & Main Garage membrane was repaired in 2011 and the Capitol & Main Garage membrane was last repaired in 2015. The Agency expects the repaired membranes to last 10-12 years; this project will help prevent further damage to the garage structures and surfaces.

The project scope of work includes locating repair areas for new coatings, cutting out any flaking or loose membrane materials, preparing surfaces, and applying new membrane materials.

Agency on-call architectural firm, Hummel Architects, has been assisting with the design, bid specifications, and plans, and will continue with construction administration services through project completion.

Bidding Requirements:
State law requires a formal, sealed bid process for public works construction projects exceeding $200,000 and selection of the lowest responsive bidder. The Agency advertised an Invitation to Bid for the Parking Garage Membrane Replacement and Maintenance Project in the *Idaho Statesman* newspaper on December 15 and December 22, 2021. In an effort to receive as many competitive bids as possible, a notice also was emailed to the plan rooms at the Idaho

Association of General Contractors (AGC) and Idaho Blueprint as well as to eight (8) separate public works contractors holding the requisite public works license.

Two (2) bids were received by the January 25 deadline:

Company	Total Bid Amount
Consurco, Inc.	$394,542
John Rohrer Contracting Company	$649,980

Part of the administrative review process is to verify the responsiveness of the bids. Each bid was submitted in a timely manner and met all required submission criteria, and each bidder has appropriate and valid public works contractor licenses.

Consurco, Inc. submitted the required Bid Form and Contractor's Affidavit Concerning Taxes. Consurco, Inc. submitted some additional bidding paperwork with its bid, but that paperwork was later withdrawn by Consurco, Inc. and was disregarded by the Agency as non-responsive.

As shown above, Consurco, Inc. has submitted the lowest responsive bid.

Fiscal Notes:
The Agency's FY2022 budget identifies sufficient funds for waterproof membrane replacement and maintenance in the 9th & Main and Capitol & Main public parking garages.

Staff Recommendation:
The Board adopt Resolution No. 1742 recognizing Consurco, Inc. as the lowest responsive bidder for the Project and awarding the Parking Garage Membrane Replacement and Maintenance Project to Consurco, Inc. for a Total Bid amount of $394,542.

Suggested Motion:
I move to adopt Resolution No. 1742 recognizing Consurco, Inc. as the lowest responsive bidder; awarding the Parking Garage Membrane Replacement and Maintenance Project contract to Consurco, Inc. for the total Bid amount of $394,542; and authorizing the Executive Director to execute the contract and expend funds.

ATTACHMENT A
RESOLUTION 1742

RESOLUTION NO. 1742

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, FINDING CONSURCO, INC. IS THE QUALIFIED BIDDER WHICH SUBMITTED THE LOWEST BID FOR THE PARKING GARAGE MEMBRANE REPLACEMENT AND MAINTENTANCE PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT WITH CONSURCO, INC. FOR THE PARKING GARAGE MEMBRANE REPLACEMENT AND MAINTENTANCE PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THE RESOLUTION INCLUDING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Idaho Code § 67-2805(2)(a) provides for a competitive sealed bidding process for procurement of public works construction valued in excess of $200,000; and,

WHEREAS, the Agency issued an Invitation to Bid for its Parking Garage Membrane Replacement and Maintenance Project (the "Project") on December 15, 2021, and published the requisite public notice of the Invitation to Bid in the *Idaho Statesman* newspaper on December 15 and December 22, 2021; and,

WHEREAS, the Agency received two (2) sealed bids by the due date and time of 3:00 p.m. on January 25, 2022; and,

WHEREAS, the bids received met all of the required statutory and administrative criteria for submission and the bidders have appropriate and valid public works contractors licenses; and,

WHEREAS, CONSURCO, INC. submitted the lowest responsive bid; and,

WHEREAS, Agency staff recommends to the Board that the contract award for the Project be made to CONSURCO, INC. the lowest responsive bidder.

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

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

Section 2: That the Board hereby finds that CONSURCO, INC. was the qualified bidder submitting the lowest responsive bid for the Parking Garage Membrane Replacement and Maintenance Project.

Section 3: That the Executive Director of the Agency is hereby authorized to negotiate and execute a public works construction contract with CONSURCO, INC. for the total bid amount of THREE HUNDRED NINETY-FOUR THOUSAND FIVE HUNDRED FORTY-TWO DOLLARS ($394,542), consistent with the Board's stated instructions at the February 14, 2022, Agency Board Meeting; and further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the contract, subject to representations by Agency legal counsel that all conditions precedent to those actions and the contract or other documents are acceptable and consistent with the comments and discussions received at the February 14, 2022, Agency Board Meeting.

Section 4: That the Executive Director is further authorized to expend funds for the total bid amount plus up to 10% of the total bid amount for construction contingencies if determined necessary in his best judgment.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 14, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on February 14, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

ATTACHMENT B
BID RESULTS

Parking Garage Membrane Replacement and Maintenance Project
BIDS DUE: JANUARY 25, 2022 - 3:00 PM

Bid Results

CONTRACTOR	PWC License	Addendum #1 Acknowledged	Subcontractor List per Idaho Code § 67-2310	Completed Signed Bid Form	Signed Contractor's Affidavit Concerning Taxes	TOTAL BID AMOUNT
JRCC	012706	Yes	Yes	Yes	Yes	$649,980.00
Consurco	PWC-C-14819	Yes	Yes	Yes	Yes	$394,542.00

ATTACHMENT C
BID SUBMITTED BY CONSURCO, INC.

SECTION 00 41 13 BID FORM

BID FORM

PROJECT: **PARKING GARAGE MEMBRANE AND MAINTENANCE PROJECT**

THIS BID IS SUBMITTED TO:

Capital City Development Corporation
Attn: **PARKING GARAGE MEMBRANE AND MAINTENANCE PROJECT**
Via email: bids@ccdcboise.com

1.01 The undersigned Bidder proposes and agrees to enter into a Contract with CCDC in the form included in the Project Manual to perform all the Work as specified or indicated in the Project Manual for the prices indicated in this Bid and in accordance with the other terms and conditions of the Project Manual.

1.02 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CCDC.

1.03 Within thirty (30) days from receiving a written notice of acceptance of this Bid, Bidder shall execute the Contract and shall deliver evidence of required insurance coverages and bonds in the amounts required by the Contract.

1.04 In submitting this Bid, Bidder represents, as set forth in the Contract and Project Manual, that:

a. Bidder has examined and understands the Project Manual and the following Addenda:

Addendum No.	Addendum Date
#1	1-18-2022

b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

c. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

d. Bidder has carefully studied: 1.) all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Project Manual; and 2.) all reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Project Manual.

e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Project Manual to be employed by Bidder, and safety precautions and programs incident thereto.

f. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Project Manual.

g. Bidder is aware of the general nature of work to be performed by CCDC and others at the Site that relates to the Work as indicated in the Project Manual.

h. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Project Manual, and all additional examinations, investigations, explorations, tests, studies, and data with the Project Manual.

i. Bidder has given CCDC written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Project Manual, and the written resolution thereof by CCDC is acceptable to Bidder.

j. The Project Manual is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

k. Bidder is responsible for ascertaining the existence of any addenda and the contents thereto.

1.5 Bidder represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CCDC.

1.6 Bidder agrees that the Work will be substantially completed and fully completed ready for final payment in accordance with General Conditions on or before the dates or within the number of calendar days indicated in the Contract Documents. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work within the times specified.

1.7 Bidder agrees to comply with Idaho Code § 44-1001 through 44-1006 regarding employment of Idaho residents.

1.8 The following documents are attached to and made a condition of this Bid: 1.) Contractor's Affidavit Concerning Taxes.

Bidder agrees to include with the Bid the names and addresses and Idaho Public Works Contractor License numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract.

1.9 WAIVER & RELEASE: Bidder has read and fully accepts CCDC's discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC's decision to proceed with a selection process in response to the Invitation to Bid, including the right in its sole discretion and judgment for whatever reason it deems appropriate, at any time unless contrary to applicable state law, to:

a. Modify or suspend any and all aspects of the process seeking a contractor to construct Project.

b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to CCDC's Bid Invitation (any such person, entity, or group responding is, for convenience, hereinafter referred to as "Bidder"), and to ascertain the depth of Bidder's capability and experience for construction of Project and in any and all other respects to meet with and consult with any Bidder or any other person, entity, or group.

c. Waive any formalities or defects as to form, procedure, or content with respect to its Bid Invitation and any responses by any Bidder thereto.

d. Accept or reject any sealed Bid received in response to the Bid Invitation, including any sealed Bid submitted by the undersigned; or select any one submission over another.

e. Accept or reject all or any part of any materials, plans, drawings, implementation programs, schedules, phrasings and proposals or statements, including, but not limited to, the nature and type of Bid.

Bidder agrees that CCDC shall have no liability whatsoever, of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.

SUBCONTRACTORS

CCDC requires the names and addresses of subcontractors to whom work will be awarded, subject to approval of CCDC and Architect, and pursuant to Idaho Code § 67-2310. If such work is not required, Bidder will indicate "Not Applicable" in the list below. In the event that the general (Trade) contractor intends to self-perform the plumbing, HVAC, or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work. The general (Trade) contractor shall demonstrate compliance with this requirement by listing the valid contractor's license number for the plumbing, HVAC, or electrical work to be self-performed by the general contractor on the bid form.

Failure to name subcontractors as required by Idaho Code shall render any bid submitted unresponsive and void.

Plumbing Not Applicable

Address: _____

_____

Public Works License No. _____

Idaho Plumbing Contractors License No. _____

Heating & Air Conditioning Not Applicable

Address: _____

_____

Public Works License No. _____

Idaho HVAC Contractors License No. _____

Electrical Not Applicable

Address: _____

_____

Public Works License No. _____

Idaho Electrical Contractors License No. _____

BASE BID - OFFER

Bidder agrees to perform all the work described in the Contract Documents, Drawings and Specifications for the total lump sum bid of:

Three-Hundred ninety four thousand five-hundred forty two dollars and zero cents

($ 394,542.00) Dollars, lawful money of the United States.
[Show amount in both words and figures; in event of discrepancy, the amount in words shall govern.]

BID FORM SIGNATURE

SUBMITTED on January 25th, 2022.

X _____
SIGNATURE

Jose Chavez Project Manager
Print Name and Title

Consurco
Contractor / Company

621 E. King St., Suite 150
Address

Meridian, ID 83642
City, State, Zip

PWC-C-14819 A-4
Idaho Public Works Contractor License No.

10.31.2022
License Expiration Date

43-1920012
Federal Tax ID #

jose.chavez@consurco.com
E-mail Address

208-608-0531
Phone No.

208-375-4954
Fax No.

ATTENTION: Did you remember the Contractor's Affidavit Concerning Taxes Form? Contractor's Affidavit Concerning Taxes is **REQUIRED**.

IF CONTRACTOR'S AFFIDAVIT IS NOT INCLUDED, YOUR BID WILL BE CONSIDERED NON-RESPONSIVE.

END OF SECTION 00 41 13

SECTION 00 45 46 CONTRACTOR'S AFFIDAVIT CONCERNING TAXES
MUST EXECUTE AND SUBMIT WITH BID

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF IDAHO

COUNTY OF ADA

Pursuant to Chapter 15, Title 63, Idaho Code, I the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to the State of Idaho and its taxing units, for which I or my property is liable, then due or delinquent, have been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho.

Consurco Inc
Contractor / Company

621 E King St. #150
Address

Meridian ID 83642
City, State, Zip

x Tim Ling
Authorized Representative Signature

TIM LING
Print Name and Title

VICE PRESIDENT

Subscribed and sworn to before me this 25 day of Jan, 2023

Lora Allen
Notary Public
Residing at: IDAHO
Commission Expires: 11-16-24

Lora Allen NOTARY PUBLIC Comm No. 20192209 STATE OF IDAHO

END OF SECTION 00 45 46

CAPITAL CITY DEVELOPMENT CORP

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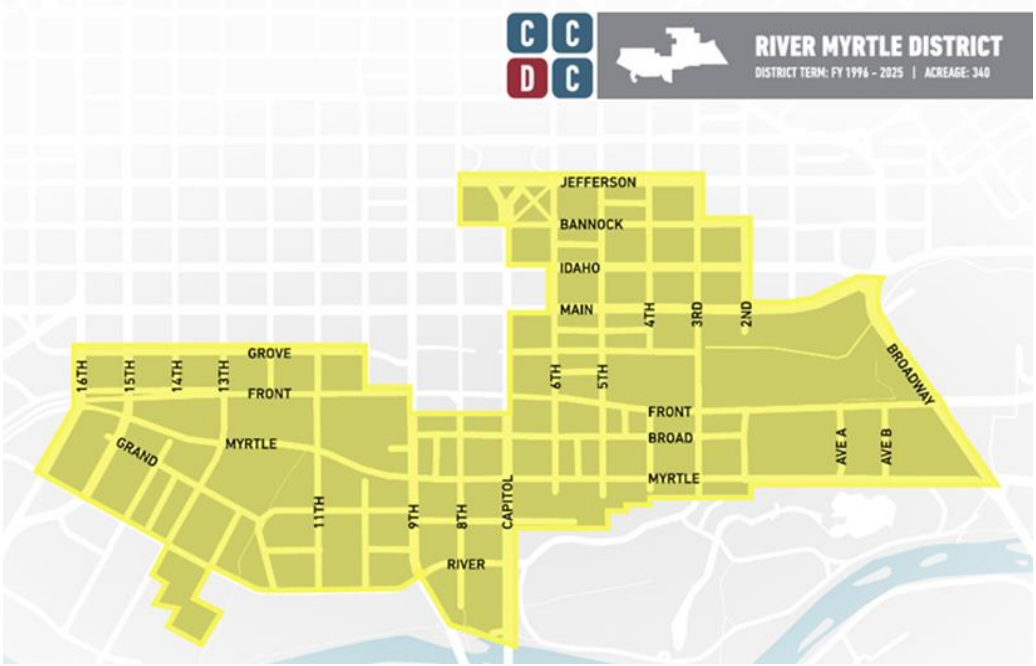
DATE: February 14, 2022

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 - PP Type 3, 5: CCDC leases 200 monthly, reserved spaces for public use and will reimburse for the installation of the approved public art piece, "Pale Blue Dot." On October 11, 2021, the Board approved an amendment to extend the deadline for the art installation to December 31, 2022 due to material and fabrication delays. *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 units. The residential portion will be a specialty "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 purchasing a parking condominium and providing public parking at the location to support the surrounding area. The project anticipates more than 160 residential units over 5 floors, 300 parking stalls, and over 20,000 sq. ft. of commercial and retail spaces. The project's total estimated development cost is $53 million with

construction anticipated in 2021 and open by late 2022 or early 2023. The Board approved designation of the project for Type 3 Participation Assistance at its September 2020 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: Doug Woodruff*

CW Moore Park Improvements - Type 4 Partnership with Boise Parks: This partnership with City Parks and Recreation will provide upgrades to CW Moore Park. The Agency is working with Parks to help fund the improvements, not to exceed $200,000. The project will be presented to the Board in March for T4 Agreement Designation. *Project Lead: Karl Woods*

1103 West Lee Street - 11th and Lee - PP Type 4: The Board designated this missing middle housing project for ~$303,000 in Type 4 Participation in January 2022. Developer deChase Miksis will construct a portion of the 11th Street Bikeway project and make improvements to Lee Street utilities and streetscapes and widen the alley adjacent to the project to bring it into compliance with ACHD standards. *Project Lead: Alexandra Monjar*

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 storm water infrastructure upgrades. A full report is located under the Westside District. *Project Lead: Amy Fimbel*

RMOB Closeout Inventory and Analysis: This project will identify locations where streetscape infrastructure repairs or upgrades are needed to address minor deficiencies, deterioration or hazards within the streetscapes of existing rights-of-way. CCDC contracted with Stack Rock Group to perform the district-wide assessment of current conditions and to identify locations in need of improvements. Locations identified through this effort will be prioritized to inform the programming of closeout project work prior to RMOB sunset. *Project Lead: Zach Piepmeyer*

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.

Mobility

5th St & 6th St Two-Way Conversion: CCDC is assisting the City of Boise with this high-priority project to convert the two one-way corridors to two-way vehicle travel. ACHD previously conducted feasibility studies and performed concept level design work prior to 2017. CCDC will assist the City by managing the Final Design, agency approval and construction processes. A cost share with ACHD will be required to complete design, outreach and construction work for portions of these corridors located outside of URD boundaries. CCDC staff is currently coordinating with ACHD, City of Boise and ITD staff on project scope and anticipates final design work by a consultant to begin in spring 2022. Project Lead: Zach Piepmeyer

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 the Idaho Transportation Department on July 15, 2021, with a formal request to allow signalization of the intersection. ITD reviewed the request and is not supportive of a signal at this intersection due to the proximity of other crossing locations along the corridor and that sufficient signal warrants are not currently met at 5th & Myrtle. *Project Lead: Zach Piepmeyer*

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 2020. The 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. The Board approved the ranking of Guho Corp. as the selected Construction Manager/General Contractor (CM/GC) for the project at the April Board meeting. Stakeholder meetings are complete, and the project presented to City Council in July 2021. CCDC received a draft memo from the City, which proposed tasks and a road map to gain design review approval for the project. CCDC has responded to the memo and is awaiting a reply from the City. While awaiting the response, CCDC is preparing for a Design Review submission. *Project Lead: Karl Woods*

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 project from September 2020 to June 2021. The process included a series of stakeholder visioning meetings and public surveys and resulted in a final visioning document. GGLO started design in July 2021 and. submitted a Design Review application to the City in December 2021. GGLO plans to have a completed design by December 2022. The Board approved Guho Corp. as the selected CM/GC for the project at the October 2021 Board Meeting. Guho anticipates starting construction summer 2022 with an advanced sewer package with construction of the full improvements to follow in 2023. *Project Lead: Amy Fimbel*

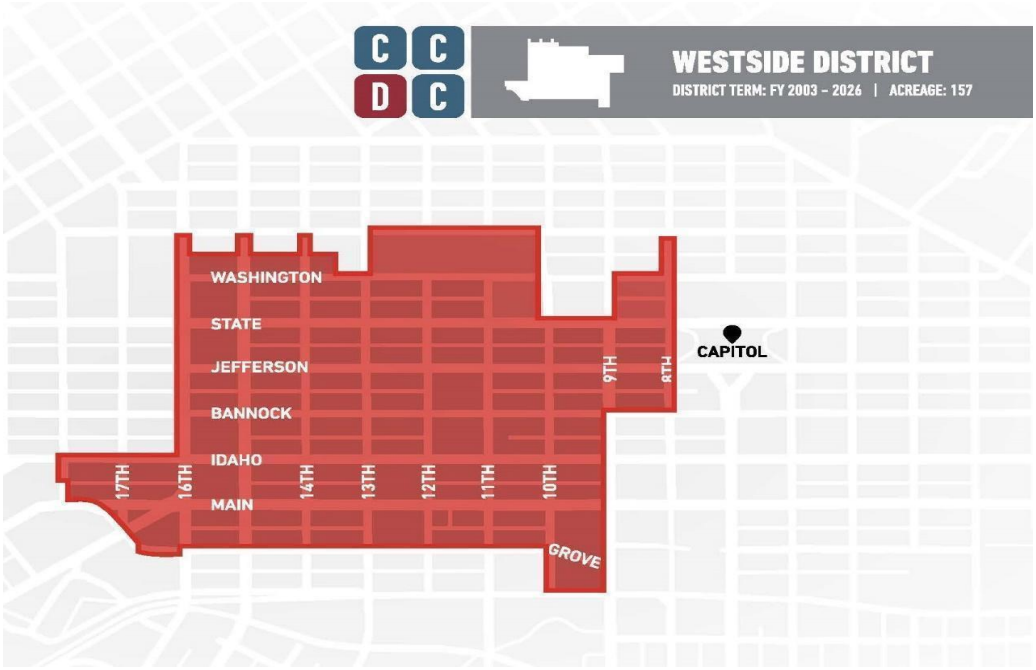
Boise City Canal Pathway - 3rd Street to Broadway: As identified in the recently adopted 2022 City of Boise Pathway Master Plan, this project anticipates constructing a non-motorized multi-use pathway generally aligned with the Grove Street corridor, connecting 3rd Street to Broadway at the recently 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 and cooperation with adjacent property owners will be important. CCDC has initiated preliminary discussions with property owners and agency partners and is developing an RFQ for design-related services. Consultant selection and design work anticipated to begin spring 2022. *Project Lead: Zach Piepmeyer*

Fulton Street Improvements - 9th Street to Capitol Blvd: This project will improve Fulton Street between 9th Street and Capitol Boulevard. CCDC selected The Land Group to perform consultant design services for the project. The design team previewed draft concept alternatives with the CCDC Board in December and with the City of Boise in early January 2022. Public outreach on the draft alternatives is ongoing with selection of a preferred alternative anticipated in spring 2022. *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. Fabrication of the sculpture is complete and Arts & History has decided to store the sculpture until the completion of the Ovation Apartment construction to avoid potential damage to the sculpture. *Project Lead: Karl Woods*

WESTSIDE DISTRICT



Economic Development

9th and Bannock Streets Intersection Geothermal Repairs - Type 4 Partnership with Boise City: This partnership with the City will provide upgrades to the City of Boise's geothermal system adjacent to the intersection of 9th & Bannock Streets. The Agency is working with Public Works Engineering to help fund the geothermal upgrade costs, not to exceed $250,000. The T4 Agreement will be on the Board agenda on February 14, 2022. *Project Lead: Karl Woods*

1721 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 1721 Idaho included in its proposal. The Agency negotiated a Disposition and Development Agreement with SMR Development LLC, as previously directed by the CCDC Board at the January 28, 2021, Special Board Meeting. The CCDC Board approved the negotiated Disposition and Development Agreement at its July 12, 2021 Board Meeting. In accordance with the terms of the Agreement, sale of the property to Developer closed on October 15, 2021, and the project is now progressing into the construction phase. *Project Lead: Doug Woodruff*

Block 68 Catalytic Redevelopment Request for Proposals: At its May 2021 meeting, the Board approved issuance of 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 ParkBOI mobility hub. At the September 2021 Board meeting, the Agency introduced the three received proposals and formed the Board's Review Committee, which is comprised of three Board members and assisted by the Agency. *Project Lead: Doug Woodruff*

1010 W. Jefferson St. - 10Ten Building - Agency Owned Property: No significant maintenance items to report. *Project Lead: Aaron Nelson*

421 N. 10th St. - Agency Owned Property: No significant maintenance items to report. *Project Lead: Aaron Nelson.*

1700 W. Main St - Rock Hard Granite Renovation - PP Type 1: The Board approved this commercial building renovation for ~$182,000 in Type 1 assistance in December 2021. The renovation will include streetscape upgrades and replacing the degraded awning. Approval of the final agreement is on the Board's February consent agenda. *Project Lead: Alexandra Monjar*

1655 W. Fairview - Office Renovation - PP Type 1: The Agency is in communication with local developer GSD with regard to his internal and external office renovation. The streetscapes on this parcel were identified as needing major upgrades to conform to streetscape standards in a recent Westside Streetscape Assessment. The developer plans to repair or replace sidewalks, improve accessibility and compliance with ACHD standards, and upgrade landscaping for pedestrian and driver comfort. The project is on track to be considered for designation by the Board at their February meeting. *Project Lead: Alexandra Monjar*

Infrastructure

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 Street as a corridor 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 completed the design of bikeway facility improvements for 11th Street from Heron Street to State, in preparation for installation in FY2022. To maximize public investment, the Agency entered into an Interagency Agreement with ACHD to include in the project scope ACHD planned pavement rehabilitation, storm water upgrades, and the replacement of the Boise City Canal Bridge crossing on 11th Street. Jensen Belts Associates started design work February 2021 and submitted for Design Review in September 2021. Final design anticipated in February 2022 with construction to follow starting summer 2022. McAlvain Companies is the Construction Manager/General Contractor (CM/GC) assisting with pre-construction efforts. *Project Lead: Amy Fimbel*

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 & 16th Streets. 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 sidewalks, street trees, furnishing zones, and suspended pavement systems (Silva cells) for tree root growth and storm water retention. The project also anticipates green storm water infrastructure features in the form of bioretention planters at select intersections throughout the project area. CCDC anticipates a Type 4 participation agreement with the City of Boise for landscaping within the bioretention planters, which are located within the Westside URD. ACHD's design consultant has completed 95% design plans for the project with an expected construction start in summer2022. *Project Lead: Zach Piepmeyer*

Mobility

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 City plans and public and partner agency input. This $2.6 million project is complete and the final walk through occurred on July 14. *Project Lead: Karl Woods*

8th Street Improvements, State Street to Franklin Street: This project will improve mobility and safety between the North End Neighborhood and Boise State University. The proposed 8th Street bike facilities will connect to a future east-west ACHD Franklin Street Bikeway and ACHD has initiated a companion project to extend 8th Street bike facility improvements north of Franklin Street. to Union Street. The CCDC project contemplates undergrounding overhead power and telecommunication lines as well as streetscape and transit improvements along the frontage of several properties. CCDC selected Kittelson & Associations to perform consultant design services. The design team previewed three draft concept alternatives with the CCDC Board in December 2021 and previewed the concepts with ACHD and the City in January 2022. Public outreach on the draft alternatives is underway and selection of a preferred alternative anticipated in spring 2022. . *Project Lead: Zach Piepmeyer*

30TH STREET DISTRICT



Economic Development

2850 W. Fletcher Street - Whitewater Phase 1 - PP Type 2: Roundhouse has held initial meetings with Agency staff concerning their project to build a modular, passive house certified project with over 160 apartments with ground floor commercial and retail space. The project includes a North 28th Street extension connecting Main Street and Fairview Avenue. The developer plans future phases that will potentially add more apartments and commercial spaces. The developer anticipates beginning roadwork in fall 2022. The project has received Design Review approval and the Agency expects to receive an application soon. *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, as proposed in the ACHD Fairview and Main Local Streets Plan and connect the Greenbelt to both streets. The project received Design Review approval in May 2021 and is currently working to obtain approval for street extension plans from ACHD. *Project Lead: Alexandra Monjar*

3205 W Moore Street - Whitewater Townhomes - PP Type 1: The Agency has received an application from developer Gregg Espin for Type 1 assistance to fund public improvements related to a project building nine townhomes on a currently vacant parcel. The project will extend Moore Street and associated streetscapes and upgrade power and water lines. This project will be considered for Designation by the Board at their February 2022 meeting. *Project Lead: Alexandra Monjar*

Mobility

Main and Fairview Transit Stations: The City of Boise, Valley Regional Transit and CCDC are redesigning and constructing improvements at six bus stops along Main Street and Fairview Avenue between North 27th Street and North 16th Street. Wright Brothers started construction August 26 and anticipates being complete by spring 2022. *Project Lead: Amy Fimbel*

2525 W. Fairview - St. Luke's Transit Station - PP Type 4: The construction of St. Luke's project at 27th and Fairview Avenue overlaps with CCDC's Main and Fairview Transit Station at the intersection. The Agency is finalizing its Type 4 Participation Agreement with St. Luke's Health System, which will subcontract for the construction of this platform, following the Board's designation in June 2021. Station construction will be complete by fall 2022. *Project Lead: Alexandra Monjar*

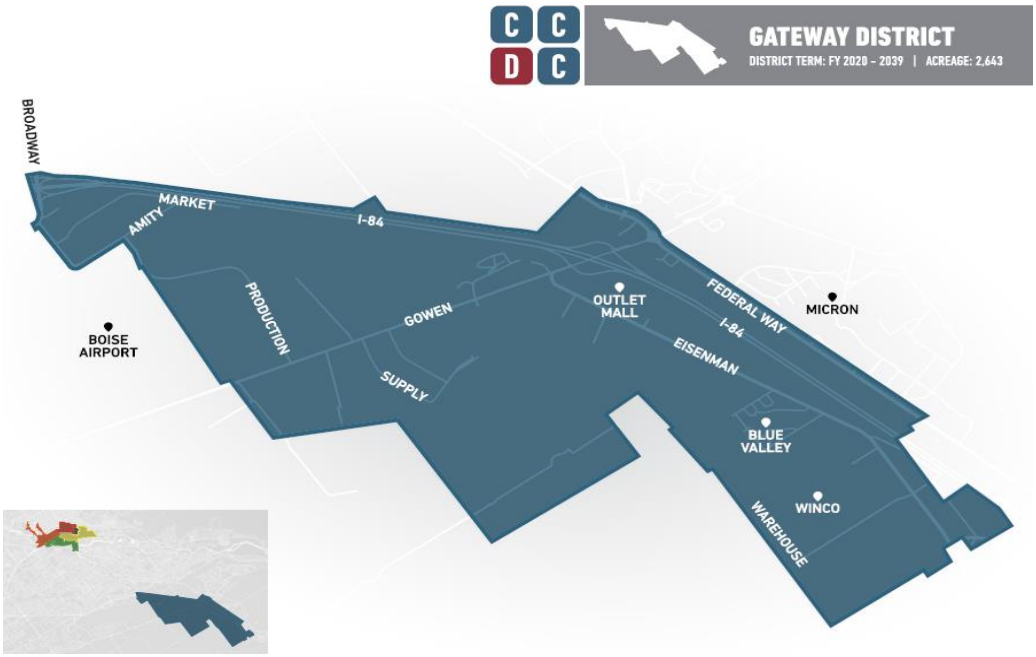
SHORELINE



Economic Development

17th Street Reinvestment Study: CCDC prepared a neighborhood level study for the western portion of the Shoreline URD generally bounded by the I-184 Connector, Americana Boulevard and the Boise River. The objective of this project was to identify opportunities for public investment by CCDC and partner agencies, which will spur private investment in the study area. The Project Team delivered the final report at the end of August 2021. *Project Lead: Zach Piepmeyer*

GATEWAY EAST



Economic Development

1001 E. Gowen Road – AZEK – PP Type 2: Decking manufacturer AZEK is investing over $123 million to retrofit the old Shopko building, including $1.4M in eligible expenses to expand power infrastructure and four streetlights to create its flagship location in the American West. The company anticipates creating 160 new permanent jobs with a median salary of $80,000. The Board designated this project for Type 2 participation in August 2021 and construction began later that month with full operation expected in March 2022. Approval of the final agreement is on the Board's February consent agenda. *Project Lead: Alexandra Monjar*

951 E. Gowen Road - Red River Logistics and Commerce Centers - PP Type 2: Flint Development plans to construct nearly 1.3 million square feet of speculative Class A industrial space over two sites adjacent to the Boise Cut-Off rail line. The Board designated the project for Type 2 assistance in January 2022. Public improvements of nearly $4 million include the extension of Production Street, a project included in the Gateway East District Plan. The Agency is negotiating a final agreement for Board approval. *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. Construction of the improvements is underway and expected to be complete during winter/spring 2022. *Project Lead: Zach Piepmeyer*

Eisenman Road Interim Improvements, Blue Sage Lane to Blue Valley Lane: The southern end of Eisenman Road is currently a two-lane rural roadway with no pedestrian or bike facilities. While a future project is anticipated in the ACHD CIP between 2036 and 2040 to widen Eisenman and will likely include permanent bike/ped facilities, residents of the Blue Valley Estates Mobile Home Park desire a safe option for pedestrian travel along the Eisenman frontage of the Park now, particularly for school-age children trying

to access the only available school bus stop at the intersection of Eisenman Road and Blue Valley Lane. CCDC is coordinating with the South Eisenman Neighborhood Association, Boise School District, Idaho Power, and City of Boise to identify potential interim pedestrian and overhead lighting improvements on the west side of Eisenman adjacent to the Park. CCDC has contracted with Civil Survey Consultants on an initial task order to analyze three different alternative opportunities to improve conditions: two alternatives seek to provide interim pedestrian facilities and the third will provide infrastructure, which would allow Boise School District to modify current school bus routing and better serve the Park. CCDC is coordinating alternatives with the School District and City of Boise. Idaho Power installed overhead lighting improvements in early February 2022. . *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 Board approved contract award to Track Utilities LLC at the September Board meeting. Track Utilities started construction November 2 and anticipates being complete by February2022 with final pavement restoration occurring in spring 2022. *Project Lead: Amy Fimbel*

AGENCY WIDE – ALL DISTRICTS

Parking & Mobility

ParkBOI - Garage Stairwell Handrails: The Agency hired Hummel Architects to develop plans to modify or replace non-code compliant handrails and guardrails in the stair towers and non-compliant cable guard rails on the parking decks at 9th & Main, 10th & Front, Capitol & Main, Capitol & Myrtle Garages. Bids received February 2, 2022 at 3pm. All bids received exceeded $200,000, the formal bid threshold set by Idaho Code §67-2805. An agenda bill will be created for the February board meeting rejecting the bids, send notice to bidders, and update the project manual for a formal bid. Anticipated construction start date is early 2022. .*Project Lead: Aaron Nelson*

ParkBOI - 10th & Front Garage - Stairwell Enclosure: The Agency hired Hummel Architects to provide drawings and specifications to enclose the stairwells in order to prevent weather damage and water infiltration. The Agency accepted bids on December 16 and awarded the project to Guho Corporation. Construction anticipated starting in March 2022. *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 Valley Regional Transit, City of Boise, ACHD Commuteride, Boise State University, St Luke's Hospital, Downtown Boise Association, and CCDC involves marketing its transportation products and services to the downtown community. The CCDC Board approved a renewed Memorandum of Understanding for City Go at its October 2020 meeting. In response to a request from VRT, the Agency has included a $60,000 contribution to City Go in the proposed FY2022 budget for CCDC. An overview is located at citygoboise.com. *Project Lead: Matt Edmond*

ParkBOI - 9th & Main Garage, Capitol & Main Garage Waterproofing: The Agency hired Hummel Architects to provide coordination drawings for bidding waterproofing patching at specific areas at the 9th & Main and Capitol & Main garages. Patching the waterproofing membrane every 3-5 years will help extend the life of the garage. The Agency received two bids on January 20, 2022. The Agency is reviewing the bids and will seek approval in the February Board meeting. Construction expected in spring 2022. *Project Lead: Aaron Nelson*

ParkBOI - Parking Rate Adjustment: Agency staff has issued notice of a proposed rate adjustment in early 2022 to manage demand and generate the additional revenue necessary for continued operations, maintenance, and modernization of the ParkBOI system. The CCDC Board will accept public comment and consider rate adjustments at its March 14 meeting. Any approved changes expected to go into effect on May 1, 2022. *Project Lead: Matt Edmond*

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**
December 20, 2021	December 2022	December 31, 2022
Issues/Comments:	Hampton Inn has expressed interest in an EV charging station; Agency will work with the Building Eight Condo owners to explore options.	

Front Street Condominium Association CCDC Contact: Aaron Nelson		
Member	**Unit**	**Percent Interest**
CCDC	9th & 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, 17 2021	TBD	November 30, 2022
Issues/Comments:	New property manager for the Aspen lofts is BCPM	

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	August 2022
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**
October 26, 2021	October, 2022	February 2022
Issues/Comments:	Meeting held October 26. Shayna Cox informed the Agency a new trash compactor in the trash room and a recycler for cardboard to be installed.	

Downtown Parking Condominiums Association CCDC Contact: Aaron Nelson		
Member	**Unit**	**Percent Interest**
CCDC	9th & 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 15, 2021	September 2022	September 30, 2022
Issues/Comments:	Annual meeting held on September 15, 2021. Les Bois Holdings and Eastman Building notified of upcoming Garage projects that will take place in Fiscal year 2022.	

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	TBD
Issues/Comments:		

# # #

VI.
ADJOURN



END