



**BOARD
OF
COMMISSIONERS
MEETING
June 13, 2022**

CAPITAL CITY DEVELOPMENT CORPORATION

Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
June 13, 2022, 12 p.m.

This meeting will be available via live stream.
Due to limited seating capacity, virtual attendance is strongly encouraged.

Join at <https://ccdcboise.com/board-of-commissioners/>

AGENDA

- I. **CALL TO ORDER** Chair Zuckerman
- II. **ACTION ITEM: AGENDA CHANGES/ADDITIONS** Chair Zuckerman
- III. **WORK SESSION**
 - A. Participation Program Review & Outlook (30 minutes) Alexandra Monjar/Doug Woodruff
- IV. **ACTION ITEM: CONSENT AGENDA**
 - A. Minutes and Reports
 - 1. Approval of May 9, 2022 Meeting Minutes
 - B. Other
 - 1. Approve Resolution 1769 - 3205 W. Moore St. - Whitewater Townhomes - T1 Participation Agreement
 - 2. Approve Resolution 1768 - 1070 W. Grove St. - The Sparrow - T1 Participation Agreement
 - 3. Approve Resolution 1772 - Records Destruction
 - 4. FY2022 Q2 Financial Report (Unaudited)
- V. **ACTION ITEM**
 - A. **CONSIDER:** Approve Resolution 1773 - Repeal and Replace the Policy and Process for Disposal of Real Property (10 minutes) Ryan Armbruster/Alexandra Monjar
 - B. **CONSIDER:** Approve Resolution 1770 - Waiver of 60 day notice to terminate Parking Permit Purchase Agreement for 5th & Front Garage (10 minutes)
..... Matt Edmond/Clay Carley, Front Street Development, LLC
 - C. **CONSIDER:** Approve Resolution 1771 - Bike Share 2.0 Pilot Sponsorship Agreement (10 minutes)
..... Matt Edmond/Dave Fotsch, Valley Regional Transit
- VI. **ADJOURN**

This meeting will be conducted in compliance with the Idaho Open Meetings Law and will allow both in-person and virtual attendance. In addition, consistent with the Center for Disease Control COVID-19 guidelines, people with symptoms, a positive test, or exposure to someone with COVID-19 should stay home or wear a mask. This meeting is being conducted in a location accessible to those with physical disabilities. Participants may request reasonable accommodations, including but not limited to a language interpreter, from CCDC to facilitate their participation in the meeting. For assistance with accommodation, contact CCDC at 121 N 9th St, Suite 501 or (208) 384-4264 (TTY Relay 1-800-377-3529).



III. WORK SESSION



IV. CONSENT AGENDA

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

I. CALL TO ORDER:

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

Present: Commissioner Dana Zuckerman, Commissioner Lauren McLean, Commissioner Latonia Haney-Keith, Commissioner John Stevens, Commissioner Ryan Erstad, Commissioner Alexis Townsend, and Commissioner Rob Perez.

Commissioner David Bieter and joined via conference call.
Commissioner Danielle Hurd was absent.

Agency staff members present were: John Brunelle, Executive Director, Doug Woodruff, Development Director; Mary Watson, General Counsel, Alexandra Monjar, Project Manager - Property Development, Joey Chen, Finance & Administration Director, Amy Fimbel, Project Manager – Capital Improvements, Kathy Wanner, Contracts Manager, Zach Piepmeyer, Project Manager – Capital Improvements, Ryan Strong, Contracts Specialist & Paralegal; Sandy Lawrence Executive Assistant; and Agency legal counsel, Ryan Armbruster.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS:

There were no changes to the agenda.

III. WORK SESSION:

A. Rebuild 11th Street Blocks

Amy Fimbel, Project Manager - Capital Improvements, gave a report.

Chair Zuckerman welcomed the Board's newest Commissioner, Rob Perez.

IV. ACTION ITEM: CONSENT AGENDA

A. Expenses

1. Approval of Paid Invoice Report – April 2022

B. Minutes and Reports

1. Approval of April 11, 2022 Meeting Minutes

C. Other

1. Approve Resolution 1764 - Eisenman Road Improvements, Blue Sage Lane to Blue Valley Lane - Task Order 19-004 with Civil Survey Consultants for Final Design and Construction Administration Services
2. Approve Resolution 1765 - Old Boise Blocks on Grove Street - Amendment No. 4 to Task Order 19-003 with Jensen Belts Associates for Professional Design Services.

Commissioner Haney-Keith made a motion to approve the consent agenda.
Commissioner McLean seconded the motion.
All said Aye. The motion carried 7 - 0.

V. ACTION ITEM

A. CONSIDER: Approve Resolution 1760 - 11th Street Bikeway and Streetscape Improvement Project -Interagency Agreement with the Ada County Highway District for Construction Services

Amy Fimbel, Project Manager - Capital Improvements, gave a report.

Commissioner Haney-Keith made a motion to adopt Resolution 1760 approving and authorizing the execution of an Interagency Agreement with the Ada County Highway District for construction services associated with the Agency's 11th Street Bikeway and Streetscapes Improvement Project.

Commissioner Erstad seconded the motion.
The motion carried 7 - 0.

Commissioner Bieter left the meeting after Action Item A was voted on.

B. Approve Resolution 1759 - 11th Street Bikeway and Streetscape Improvement Project -Amendment No. 1 to the CM/GC Contract with McAlvain Construction Inc.

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

Commissioner Haney-Keith moved to adopt Resolution 1759 approving and authorizing the execution of Amendment No. 1 to the CM/GC Contract with McAlvain Construction Inc. for the 11th Street Bikeway and Streetscape Improvements Project.

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

C. CONSIDER: Approve Resolution 1761 - 11th Street Bikeway and Streetscape Improvement Project - Task Order 19-006 with Jensen Belts Associates for Construction Administration Services

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

Commissioner Haney-Keith moved to adopt Resolution 1761 approving Task Order 19-006 with Jensen Belts Associates for construction administration services for the 11th Street Bikeway and Streetscape Improvements Project.

Commissioner Perez seconded the motion.

All said Aye. The motion carried 6 - 0

D. CONSIDER: Approve Resolution 1762 – Linen Blocks on Grove Street Streetscape Improvements Project - Task Order 19-003 with GGLO for Professional Design Services

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

Commissioner Haney-Keith moved to adopt Resolution 1762 approving Task Order 19-003 with GGLO for Professional Design Services for the Linen Blocks on Grove Street Streetscape Improvement Project.

Commissioner McLean seconded the motion.

All said Aye. The motion carried 6 - 0

E. CONSIDER: Approve Resolution 1763 - Fulton Street Improvements Project, 9th to Capitol, Task Order 19-002 with The Land Group for Final Design Services

Zach Piepmeyer, Project Manager – Capital Improvements, gave a report.

Commissioner Haney-Keith moved to adopt Resolution 1763 approving Task Order 19-002 with The Land Group, Inc. for the Fulton Street, 9th Street to Capitol Boulevard, Improvements Project.

Commissioner Erstad seconded the motion.

All said Aye. The motion carried 6 - 0

F. CONSIDER: 1110 W Grove St - Hotel Renegade - T4 Participation Designation

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

Commissioner Perez moved to direct staff to negotiate a final Type 4 Participation Agreement with Hendricks Commercial Properties, LLC for future board approval.

Commissioner Haney-Keith seconded the motion.

All said Aye. The motion carried 6 - 0

G. CONSIDER: 1070 W Grove St - Sparrow Hotel - T1 Participation Designation

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

Commissioner Haney-Keith moved to direct staff to negotiate a final Type 1 Participation Agreement with Imperial 700 LLC for future board approval.

Commissioner McLean seconded the motion.

All said Aye. The motion carried 6 - 0

VI. MEETING ADJOURNMENT

There being no further business to come before the Board, Chair Zuckerman declared the meeting adjourned at 1:33 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 13th DAY OF JUNE 2022.

Dana Zuckerman, Chair

Lauren Mclean, Secretary



AGENDA BILL

Agenda Subject: Approve Resolution 1769 - 3205 W Moore St – Whitewater Townhomes - Type 1 Participation Agreement with ESP Property Investments, LLC		Date: June 13, 2022
Staff Contact: Kassi Brown	Attachments: 1) Resolution 1769 2) Type 1 Agreement	
Action Requested: Adopt Resolution 1769 approving the Type 1 Participation Agreement with ESP Property Investments, LLC and authorize the Executive Director to execute the agreement.		

Background:

Whitewater Townhomes at 3205 West Moore Street is a planned development of nine, approximately 2,100 square foot, for-sale townhomes with a common lot in the 30th Street District. Most of these homes will be three-bedroom units with some four-bedroom units and will each have a three-car garage. The community is across Whitewater Park Blvd from Esther Simplot Park and within a quarter mile of a designated Community Activity Center at State Street and Whitewater Park Blvd.

The project is being developed by ESP Property Investments, LLC, which is a family business primarily focused on real estate investing in the Phoenix area and joint partnership activities in other areas across the US. They have experience in multi-family properties as well as new home construction. This will be their first project in Boise and LLC manager Greg Espin and his family intend to live in one of the finished properties.

This project addresses the following elements of urban design encouraged by CCDC and the objectives for the 30th Street District including:

- Improvements to power, water and stormwater management infrastructure
- Adding a pedestrian connection from the West end of Moore Street to Whitewater Park Boulevard
- Enhancing street network connectivity in the west end by allowing cross access to potential future drive aisle on the adjacent vacant lots currently included in an RFP from the Boise City Ada County Housing Authority
- Prominent main entries facing the street with parking tucked behind
- Provide an improved environment for new retail and residential development.

The CCDC Board of Commissioners designated this project for CCDC assistance through the Type 1 program at its April 2022 meeting. Public improvements for this project include extension of Moore Street with a stub at Crane Creek with the anticipation that 32nd Street will be extended through the property across Whitewater Park Blvd in the future, improvements to the Moore Street right of way with a 5' attached sidewalk, an interior sidewalk which will be under a recorded public access agreement providing pedestrian connection from Whitewater Park Blvd to Moore Street, and improvements to power, water and sewer utilities. These eligible expenses are estimated not to exceed \$166,583.

Project Summary:

- 0.72 acres in an R-2 (Medium Density Residential) zone
- Nine (9) high-end townhomes
- \$4.5-5 million estimated total development costs
- \$166,583 in eligible expenses
- 15 Construction Jobs
- Will improve connectivity within the West End neighborhood

Timeline:

- June 2021 – City Approval of Subdivision
- Oct. 2021 – Began application with CCDC
- Nov. 2021 – Site work begins
- April 2022 – Type 1 Designation
- June 2022 – Type 1 Agreement Approval
- Dec. 2022 – Construction complete
- Winter 2022/23 – CCDC reimburses Eligible Expenses

Fiscal Notes:

The project's estimated Eligible Expenses are \$166,583. The final estimate included in the agreement will set the not-to-exceed amount for reimbursement per the Type 1 Participation Program Policy. The Agency's Five-Year Capital Improvement Plan for the 30th Street District includes streetscape grants sufficient to reimburse this project.

Staff Recommendation:

Authorize the Executive Director to execute the Type 1 Participation Program Agreement with the applicant ESP Property Investments, LLC.

Suggested Motion:

I move to adopt Resolution 1769 approving the Type 1 Participation Agreement with ESP Property Investments, LLC and authorize the Executive Director to execute the agreement.

RESOLUTION NO. 1769

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 1 STREETScape GRANT PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND ESP PROPERTY INVESTMENTS LLC; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, 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 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, ESP Property Investments LLC owns or controls certain real property addressed as 3205 West Moore Street, Boise, Idaho, where it plans a residential development of nine (9) for-sale townhomes (the "Project") with certain public improvements including a street stub at Crane Creek, sidewalk upgrades, and improvements to power, water, and sewer utilities (the "Public Improvements"), all of which are located in the 30th Street Urban Renewal District as created by the 30th Street Plan; and,

WHEREAS, the Board of Commissioners has adopted the Participation Program Policy which includes the Type 1 Assistance Program under which the Agency provides reimbursement for construction of certain public improvements that meet the Agency's requirements; and,

WHEREAS, attached hereto as Exhibit A, and incorporated herein as if set forth in full, is the Type 1 Streetscape Grant Participation Agreement and exhibits thereto ("Agreement") with ESP Property Investments LLC, whereby ESP Property Investments LLC will construct the Project and the Agency will reimburse ESP Property Investments LLC for constructing 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 1 Streetscape Grant Participation Agreement, 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 sign and 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 June 13, 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 APPROVED by the Urban Renewal Agency of Boise City, Idaho, on June 13, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on June 13, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Joey Chen, Secretary Pro Tem



TYPE 1 STREETScape GRANT PARTICIPATION AGREEMENT

THIS TYPE 1 STREETScape GRANT PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho (“CCDC”), and ESP Property Investments, LLC, an Arizona Limited Liability Company (“Participant”). CCDC and Participant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

A. Participant owns or controls certain real property addressed as 3205 West Moore Street, Boise, Idaho 83702 (the “Project Site”) which is more accurately depicted on attached **Exhibit A**.

B. The Participant is planning a residential development of nine (9) approximately 2,100 square foot, for-sale townhomes with a common lot at the Project Site (the “Project”). The Project is more accurately depicted on attached **Exhibit B**. The Project is located in the 30th Street District (“30th Street”).

C. The Participant is requesting reimbursement to extend Moore Street with a stub at Crane Creek, sidewalk upgrades and improvements to power, water, and sewer utilities. Under the provisions of the 30th Street Plan (“Plan”), CCDC may enter into cooperative agreements to achieve the objectives of the urban renewal plan. The CCDC Board of Commissioners has adopted the Participation Program Policy which is designed to assist private and public development projects with improvements that benefit the public and which are located in the public rights-of-way or a permanent public easement.

D. The Project meets the requirements of the Type 1 Participation Program and also promotes a CCDC objective to remove barriers to development, enhance street network connectivity, and add pedestrian connections. The Eligible Expenses are depicted on the Public Improvement Plans on attached **Exhibit C**.

E. CCDC deems it appropriate to assist the development of the Project to achieve the objectives set forth in the Plan and in accordance with CCDC’s Participation Program Policy.

AGREEMENT

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

1. **Effective Date and Term.** The effective date (“Effective Date”) of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed) and shall continue until: 1.) the completion of all obligations of each Party; or 2.) eighteen (18) months from the Effective Date, whichever comes first. At CCDC’s sole discretion an extension may be granted for a period not to exceed 180 days.

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

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

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

4. **Notification of Completion; Inspection.** Upon completion of construction and the improvements being open to the public, Participant shall notify CCDC in writing and request a final construction inspection and/or a meeting with CCDC to determine if the Project meets the requirements of this Agreement. At CCDC’s sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, before providing written confirmation of compliance. CCDC shall provide Participant with written confirmation that the Project has been completed in compliance with this Agreement.

5. **Determining Actual Payment after Completion of Construction.** 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:

- a. Schedule of values that includes line items for the Project approved by CCDC for reimbursement so they are identifiable and separate from other line items (“Schedule of Values”).
- b. Invoices from Participant’s general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Project in comparison to the amount used for the remainder of improvements to the Project Site.

- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit D** and the actual costs in the Cost Documentation as requested by CCDC.
- d. A signed and notarized letter by Participant attesting that all materials have been paid for, that all 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.
- e. Additional documentation or clarifications may be required and requested by CCDC.
- f. Recorded easements for any public improvement work done outside of the public rights of way.
- g. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way.

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

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

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

6. CCDC's Reimbursement Payment Amount. In accordance with the Participation Program, CCDC agrees to reimburse Participant's Actual Eligible Expenses not to exceed One Hundred Sixty-Six Thousand Five Hundred Eighty-Three Dollars (\$166,583). Actual Eligible Expenses do not include soft costs (e.g., architectural and engineering design, permits, traffic control, and mobilization). The payment for this Type 1 Agreement will be made as a one-time reimbursement.

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

- a. Project construction is complete and meets the specifications as described in the Recitals section of this Agreement and as shown in Exhibit B.
- b. CCDC receives Cost Documentation as described in Section 5 in a format acceptable to CCDC.
- c. CCDC provides written confirmation to the Participant that the Project has been constructed in compliance with this Agreement.

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

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

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

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

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

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

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

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

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

If to Participant: ESP Property Investments, LLC
 Attn: Gregg Espin
 7875 E. Gold Dust Ave.
 Scottsdale, Arizona 85258
 602-625-7199
 imesp@yahoo.com

Participant's Registered Agent: Gregg Espin
 7875 E. Gold Dust Avenue
 Scottsdale, Arizona 85258

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

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

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

Exhibit A	Project Site Map
Exhibit B	Project Depiction
Exhibit C	Public Improvement Plans
Exhibit D	Schedule of Eligible Expenses

16. 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 respective officers, agents, and employees relating to the construction or design of the Project or otherwise arising out of Participant’s actions or inactions. In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from CCDC shall, at Participant’s expense, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees. The indemnification provisions set forth herein are intended to, and shall, survive the termination or completion of this Agreement.

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

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

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

20. Anti-Boycott Against Israel Certification. In accordance with Idaho Code Section 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.

End of Agreement | Signatures appear on the following page.

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

CCDC:

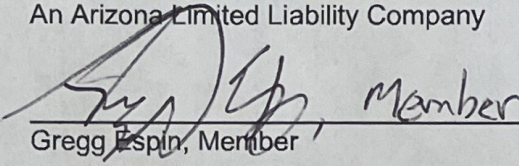
The Urban Renewal Agency of Boise City, Idaho,
a public body, corporate and politic

John Brunelle, Executive Director

Date _____

PARTICIPANT:

ESP Property Investments, LLC
An Arizona Limited Liability Company



Gregg Espin, Member

Date: _____

June 3rd, 2022

Exhibits

- A: Project Site Map
- B: Project Depiction (renderings)
- C: Public Improvement Plans
- D: Schedule of Eligible Expenses

Exhibit A: Project Site Map



Exhibit B: Project Depiction



Exhibit C: Public Improvement Plans

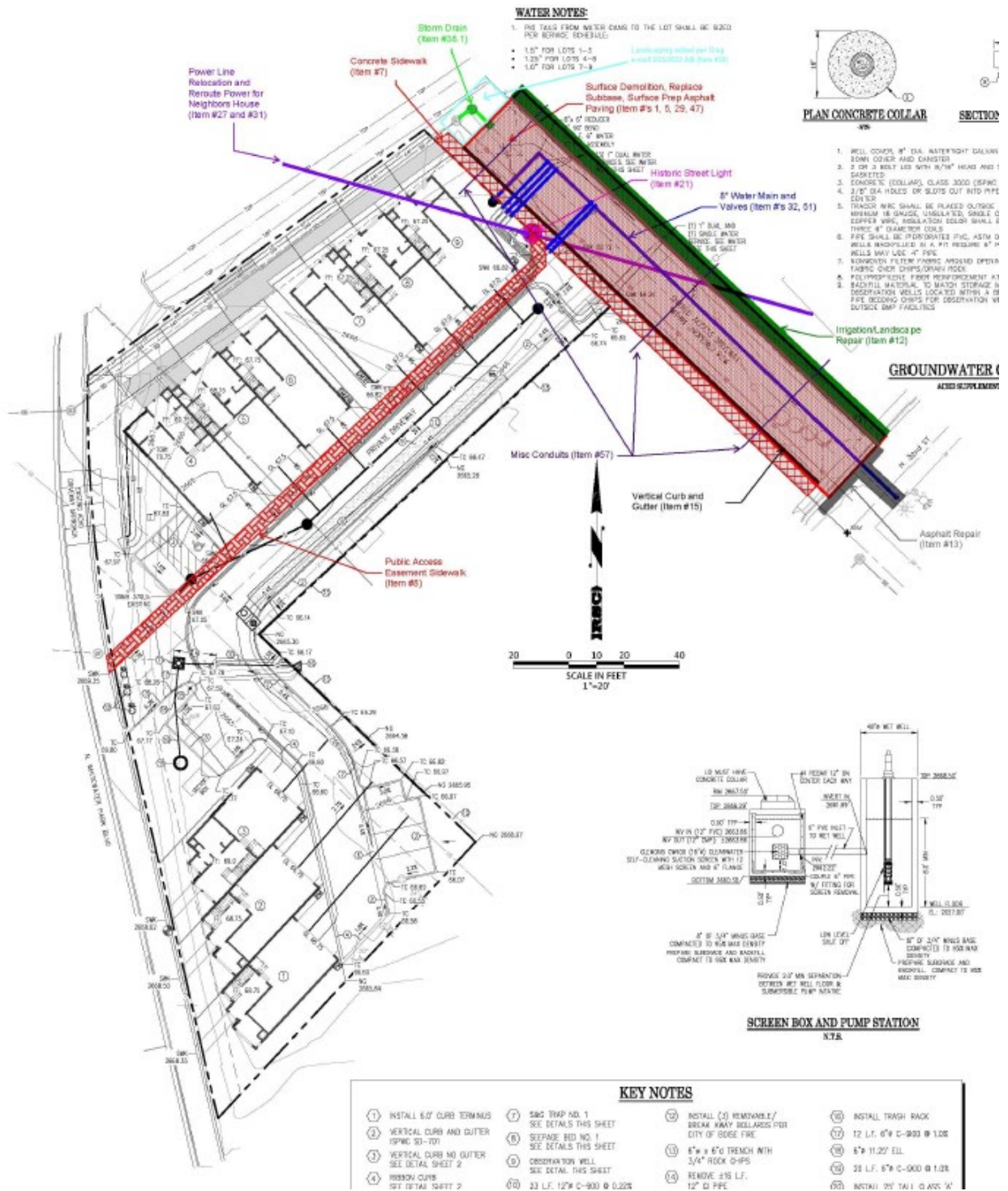


Exhibit D: Schedule of Eligible Expenses (1 of 2)

CCDC Participation Program					
Type 1 Eligible Expenses Application Form					
Actual Eligible Costs To Be Determined by CCDC					
Project Name: 3205 W. Moore St - Whitewater Townhomes			Plan Date: 1/26/22		By: Jeremy Barber
ALL SCOPE MUST BE 1) LOCATED ON PUBLIC IMPROVEMENT PERMIT AND 2) IN THE PUBLIC RIGHT OF WAY					
#	ITEM DESCRIPTION	UNIT (SF, LF, etc.)	UNIT PRICE (In \$)	QUANTITY	TOTAL COST
SITE PREPARATION: DIVISIONS 2 and 31					
1	Surface demolition	LS	3,203	1	3,203
5	Replace subbase	LS	14,420	1	14,420
SIDEWALK WORK: DIVISION 32					
7	Scored concrete sidewalk	LS	7,634	1	7,634
8	Public Access Easement Sidewalk	LS	8,254	1	8,254
12	Irrigation / Landscape Repair	LS	4,000	1	4,000
OTHER: DIVISION 32					
13	Asphalt repair	SF	15	150	2,205
15	Vertical curb and gutter (6")	LS	15,984	1	15,984
SITUATIONAL FURNISHINGS: DIVISION 32					
21	Historic street light	1	11,000	1	11,000
OTHER:					
26	Mobilization	LS	8,096	0	0
27	Rerouting power for neighboring house	LS	2,600	1	2,600
27.3	Fence	LS	23,000	1	0
Total Streetscape Costs:					69,300

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: DIVISION 33					
29	Surface prep	LS	4,122	1	4,122

Exhibit D: Schedule of Eligible Expenses (2 of 2)

	UTILITIES: DIVISION 33		0	0	0
31	Power line (new/relocation/extension)	LS	22,575	1	22,575
32	Water line (new/relocation/extension)	LS	44,154	1	44,154
38.1	Storm Drain Manhole	LS	1,899	1	1,899
	ALLEY:		0	0	0
47	Asphalt paving	SY	20	389	7,718
	OTHER:				
51	Water Main Valves	EA	984	1	984
52	Signage	EA	400	0	0
52.1	Special Inspections	LS	3,914	0	3,914
Total Infrastructure & Utilities Costs:					85,366

CCDC Participation Program Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC					
SITE:					
OTHER:					
57	Misc conduits	LS	1,485	1	1,485
58	Landscaping		2,500	1	2,500
Total Site Costs:					3,985
TOTAL ELIGIBLE COSTS:					158,651
27.1	GC Conditions and Requirements	LS	5,784	1	5,784
27.2	GC Management	LS	11,748	1	11,748
Adjustment - General Conditions limited to 5% Eligible Expenses					(9,599)
TOTAL ELIGIBLE COSTS WITH GENERAL CONDITIONS:					166,583
Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.					



AGENDA BILL

Agenda Subject: Approve Resolution 1768 - 1070 W Grove St – The Sparrow – Type 1 Participation Agreement with Imperial 700 LLC		Date: June 13, 2022
Staff Contact: Alexandra Monjar	Attachments: 1) Resolution 1768 2) Type 1 Agreement	
Action: Adopt Resolution 1768 approving the Type 1 Participation Agreement with Imperial 700 LLC and authorize the Executive Director to execute the agreement.		

Background:

The Sparrow redevelopment project is a proposed boutique motel that consists of the renovation of the former Safari Inn located at 1070 W Grove St, neighbor to the One Nineteen condos, the recently renovated B Side Apartments and the Kount building. The project will include the renovation of 61 existing rooms and the addition of seven more. The planned coffeehouse in the lobby and permanent food truck out front will provide services for both hotel guests and general public. Shared outdoor seating between the food truck and coffeehouse engages with an inviting retail plaza space at the corner of 11th Street and Grove Street. The redevelopment project includes placemaking improvements in the alleyway as well which include potential various private art installations and/or murals in the alleyway after public improvement upgrades have been completed to expand on the placemaking from The Sparrow and the adjacent CCDC Capital Improvement Projects on Grove and 11th Streets.

Based out of Bozeman, Montana, Imperial 700 LLC is a subsidiary of Nest Partners who focuses their development efforts on renovating downtown buildings into vibrant community hubs. The Sparrow will be the fourth “bird” in their “nest” of hotel projects, which includes The Finch in Walla Walla, The Lark in Bozeman, and the soon to be completed Wren in Missoula.

The CCDC Board of Commissioners designated this project for CCDC assistance through the Type 1 program at its May 2022 meeting. Public Improvements submitted for CCDC assistance consist of improvements to the alley including subbase replacement and new pavement, curb and gutter repairs and scored concrete sidewalks. Basalite pavers placed in a herringbone pattern throughout the length of the alleyway will enhance the alley and provide improved safety and walkability. These eligible expenses are estimated to be \$83,255.

This project advances several urban design objectives encouraged by the Agency's District Plan, including:

- Reuse of existing building
- Conversion of surface parking to retail plaza space
- Alleyway upgrades providing improved pedestrian connectivity between blocks
- Tuck-under parking in rear of building
- Placemaking that creates engagement with the street to enhance walkability

Project Summary:

- 1070 W Grove St
- 35,000 sq. ft. boutique hotel
- \$10 million estimated total development costs
- \$83,255 in eligible expenses
- Estimated 30 permanent jobs
- Alleyway upgrades

Timeline:

- December 2021– Design Review Approval
- May 2022 – Type 1 Designation
- June 2022 – Type 1 Agreement Approval
- Fall 2022 – Construction begins
- Fall 2023 – Construction complete
- Fall 2023 – CCDC reimburses Eligible Expenses

Fiscal Notes:

The project's estimated Eligible Expenses are \$83,255. The final estimate included in the agreement will set the not-to-exceed amount for reimbursement per the Type 1 Participation Program policy. The Agency's Five-Year Capital Improvement Plan includes sufficient funding for Type 1 grants in FY2023 to reimburse this project.

Staff Recommendation:

Authorize the Executive Director to execute the Type 1 Participation Program Agreement with the applicant Imperial 700 LLC.

Suggested Motion:

I move to adopt Resolution 1768 approving the Type 1 Participation Agreement with Imperial 700 LLC and authorize the Executive Director to execute the agreement.

RESOLUTION NO. 1768

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 1 STREETScape GRANT PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND THE IMPERIAL SEVEN HUNDRED LLC; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, 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 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 Imperial Seven Hundred LLC owns or controls certain real property addressed as 1070 W. Grove Street, Boise, Idaho, and is renovating the property and completing improvements to the public alleyway at the site (the "Public Improvements"), all of which is located in the Westside Urban Renewal District; and,

WHEREAS, the Board of Commissioners has adopted the Participation Program Policy which is designed to assist private and public development projects with improvements that meet the Agency's requirements; and,

WHEREAS, the Imperial Seven Hundred LLC is requesting reimbursement to enhance the alley and provide improved safety and walkability; and,

WHEREAS, the Project meets the requirements of the Type 1 Participation Program; and

WHEREAS, attached hereto as Exhibit A, and incorporated herein as if set forth in full, is the Type 1 Streetscape Grant Participation Agreement and exhibits thereto ("Agreement") with The Imperial Seven Hundred LLC, whereby The Imperial Seven Hundred LLC will construct the Public Improvements and the Agency will reimburse certain expenses for The Imperial Seven Hundred LLC 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 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 1 Streetscape Grant Participation Agreement, which is attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Executive Director of the Agency is hereby authorized to sign and enter into the 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 June 13, 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 APPROVED by the Urban Renewal Agency of Boise City, Idaho, on June 13, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on June 13, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Joey Chen, Secretary Pro Tem



TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT

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

RECITALS

A. Participant owns or controls certain real property addressed as 1070 W Grove St, Boise, Idaho 83702 (the "Project Site") which is more accurately depicted on attached **Exhibit A**.

B. The Participant is renovating the former Safari Inn and completing improvements to the alleyway at the Project Site (the "Project"). The Project is more accurately depicted on attached **Exhibit B**. The Project is located in the Westside Urban Renewal District ("WS").

C. The Participant is requesting reimbursement to enhance the alley and provide improved safety and walkability with new pavement and subbase replacement, curb and gutter repairs, scored concrete, and new Basalite pavers. Under the provisions of the WS Plan ("Plan"), CCDC may enter into cooperative agreements to achieve the objectives of an urban renewal plan. The CCDC Board of Commissioners has adopted the Participation Program Policy which is designed to assist private and public development projects with improvements that benefit the public and which are located in the public rights-of-way or a permanent public easement.

D. The Project meets the requirements of the Type 1 Participation Program and also promotes a CCDC objective to create engagement with the street to enhance walkability with both the alleyway upgrades and the conversion of surface parking to retail plaza space. The Eligible Expenses are depicted on the Public Improvement Plans on attached **Exhibit C**.

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

AGREEMENT

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

1. **Effective Date and Term.** The effective date (“Effective Date”) of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed) and shall continue until: 1.) the completion of all obligations of each Party; or 2.) eighteen (18) months from the Effective Date, whichever comes first. At CCDC’s sole discretion an extension may be granted for a period not to exceed 180 days.

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

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

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

4. **Notification of Completion; Inspection.** Upon completion of construction and the improvements being open to the public, Participant shall notify CCDC in writing and request a final construction inspection and/or a meeting with CCDC to determine if the Project meets the requirements of this Agreement. At CCDC’s sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, before providing written confirmation of compliance. CCDC shall provide Participant with written confirmation that the Project has been completed in compliance with this Agreement.

5. **Determining Actual Payment after Completion of Construction.** 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:

- a. Schedule of values that includes line items for the Project approved by CCDC for reimbursement so they are identifiable and separate from other line items (“Schedule of Values”).
- b. Invoices from Participant’s general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Project in comparison to the amount used for the remainder of improvements to the Project Site.

- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit D** and the actual costs in the Cost Documentation as requested by CCDC.
- d. A signed and notarized letter by Participant attesting that all materials have been paid for, that all 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.
- e. Additional documentation or clarifications may be required and requested by CCDC.
- f. Recorded easements for any public improvement work done outside of the public rights of way.
- g. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way.

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

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

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

6. CCDC's Reimbursement Payment Amount. In accordance with the Participation Program, CCDC agrees to reimburse Participant Actual Eligible Expenses not to exceed (Eighty-Three Thousand Two Hundred Fifty-Five Dollars (\$83,255)). Actual Eligible Expenses do not include soft costs (e.g., architectural and engineering design, permits, traffic control, and mobilization). The payment for this Type 1 Agreement will be made as a one-time reimbursement.

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

- a. Project construction is complete and meets the specifications as described in the Recitals section of this Agreement and as shown in Exhibit B.
- b. CCDC receives Cost Documentation as described in Section 5 in a format acceptable to CCDC.
- c. CCDC provides written confirmation to the Participant that the Project has been constructed in compliance with this Agreement.

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

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

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

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

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

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

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

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

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

If to Participant: The Imperial Seven Hundred LLC
 Attn: Erik Nelson, Owner
 113 E Oak Street
 Bozeman, Montana 59715
 406-539-1176
 erik@nest-partners.com

Participant's Registered Agent: Corporation Service Company
 251 Little Falls Drive
 Wilmington, Delaware 19808
 302-636-5401

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

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

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

Exhibit A	Project Site Map
Exhibit B	Project Depiction
Exhibit C	Public Improvement Plans
Exhibit D	Schedule of Eligible Expenses

16. 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 respective officers, agents, and employees relating to the construction or design of the Project or otherwise arising out of Participant's actions or inactions. In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from CCDC shall, at Participant's expense, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees. The indemnification provisions set forth herein are intended to, and shall, survive the termination or completion of this Agreement.

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

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

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

20. Anti-Boycott Against Israel Certification. In accordance with Idaho Code Section 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.

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

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

CCDC:

The Urban Renewal Agency of Boise City, Idaho, a public body, corporate and politic

John Brunelle, Executive Director

Date _____

PARTICIPANT:

The Imperial Seven Hundred LLC
A Delaware Limited Liability Company

Erik Nelson, Owner

Date: _____

Exhibits

- A: Project Site Map
- B: Project Depiction (renderings)
- C: Public Improvement Plans
- D: Schedule of Eligible Expenses

Budget Info / For CCDC Office Use	
Fund/District	303 Westside
Account	6251
Activity Code	N/A
PO #	220084
Contract Term	

Exhibit A: Project Site Map

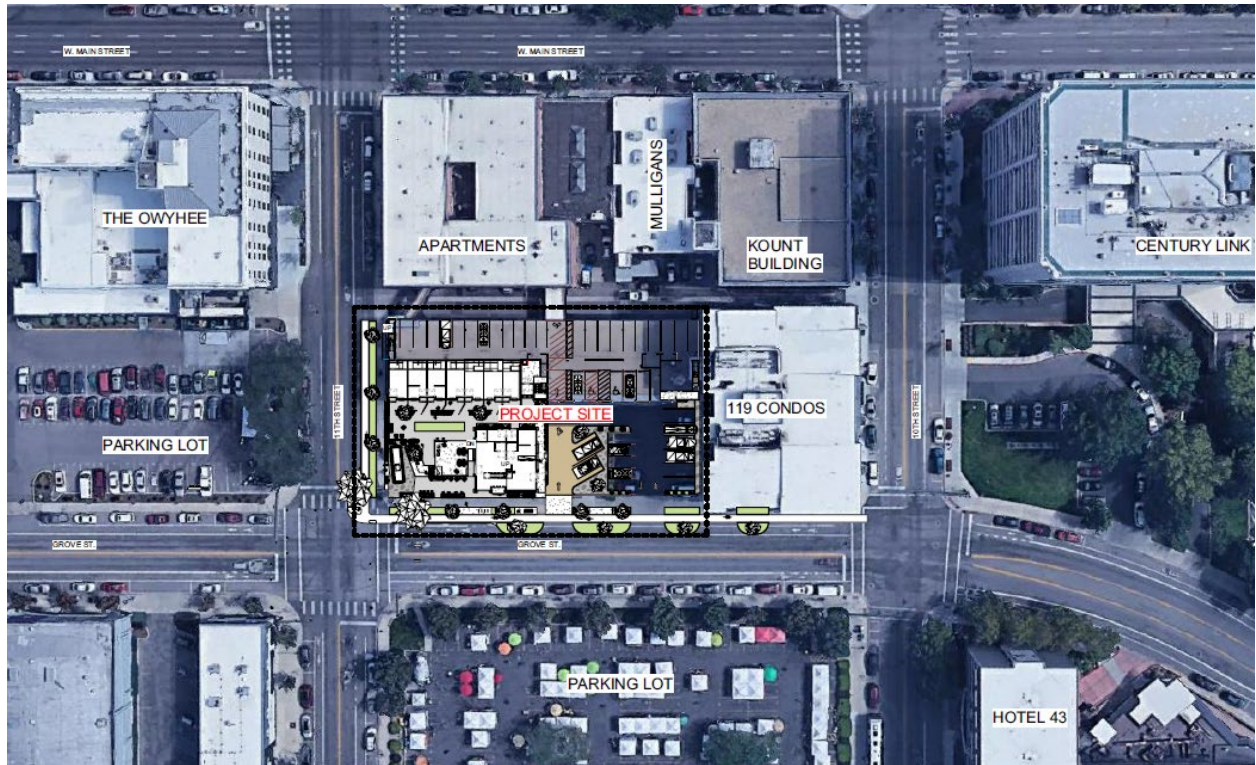


Exhibit B: Project Depiction



CSHQ



[illegible]

Exhibit D: Schedule of Eligible Expenses

CCDC Participation Program Type 1 Eligible Expenses Application Form Actual Eligible Costs To Be Determined by CCDC					
Project Name: 1070 W Grove St			Plan Date: 2/14/2022	By: Erik Nelson	
ALL SCOPE MUST BE 1) LOCATED ON PUBLIC IMPROVEMENT PERMIT AND 2) IN THE PUBLIC RIGHT OF WAY					
#	ITEM DESCRIPTION	UNIT (SF, LF, etc.)	UNIT PRICE (In \$)	QUANTITY	TOTAL COST
SITE PREPARATION: DIVISIONS 2 and 31					
2	Asphalt demolition	3095 sf	3	3,095	9,285
3	Curb and gutter demolition (VALLEY GUTTER)	206 lf	5	206	1,030
4	Saw cut	165 lf	4	165	660
5	Replace subbase	135 cy	6	135	810
SIDEWALK WORK: DIVISION 32					
7	Scored concrete sidewalk	2030 sf	18	2,030	36,540
8	Dry laid brick	1090 sf	1,090	14	15,260
OTHER: DIVISION 32					
15	Vertical curb and gutter (3'-0" VALLEY GUTTER)	206 lf	42	206	8,652
OTHER:					
27	Bollards	5	725	5	3,625
		0	0		0
Total Streetscape Costs:					75,862
Total Infrastructure & Utilities Costs:					0
SITE:					
OTHER:					
57	General conditions (Supervision, daily clean up, temp protection)		0	0	3,793
58	Contractors fee 10%		0	0	3,600
Total Site Costs:					7,393
TOTAL ELIGIBLE COSTS:					83,255
Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.					

RESOLUTION NO. 1772

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 DESTRUCTION OF CERTAIN RECORDS ELIGIBLE FOR DESTRUCTION PURSUANT TO THE PUBLIC RECORD RETENTION POLICY APPROVED ON MARCH 13, 2017, THROUGH THE ADOPTION OF RESOLUTION NO. 1487; AUTHORIZING THE EXECUTIVE DIRECTOR TO DESTROY THOSE RECORDS CURRENTLY ELIGIBLE FOR DESTRUCTION; 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 30th Street Area Urban Renewal Plan ("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, on March 13, 2017, the Agency Board approved Agency Resolution No. 1487 which adopted the Agency's Public Records Retention Policy and Email Policy (the "Public Record Retention Policy"), consistent with Idaho Code Section 50-907 regarding the classification and retention of records; and,

WHEREAS, the Agency believes it to be beneficial to have the Agency Board approve the destruction of records identified on Exhibit A, attached to this Resolution and incorporated by reference as if set forth in total herein, which are currently eligible for destruction pursuant to the Public Record Retention Policy; and,

WHEREAS, the Agency has notified the Boise City Clerk in writing that certain records are scheduled for destruction and has invited the City to notify the Agency within 30 days whether they wish to retain all or a portion of said records at their own expense; and,

WHEREAS, the Agency recommends approval of the destruction of those records currently eligible for destruction according to the Public Record Retention Policy, unless the Boise City Clerk should respond affirmatively within the given time frame that they wish the records to be retained; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and the public to approve the destruction of those records currently eligible for destruction, provided that the Boise City Clerk does not indicate that the records should be retained.

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

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

Section 2: That the Executive Director is authorized and directed to take all action to destroy the records listed on Exhibit A, attached hereto, including providing advance notice to the Boise City Clerk.

Section 3: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on June 13, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on June 13, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Joey Chen, Secretary Pro Tem



RECORDS DESTRUCTION EXHIBIT SUMMARY SHEET

By my signature below, I certify the following statements.

I have reviewed the list of documents on the attached Exhibit. The listed documents are semi-permanent or temporary records as described in the Public Records Retention Policy adopted by the CCDC Board on March 13, 2017. All of the documents listed on the attached Exhibit are beyond the retention requirement and are therefore eligible for destruction.

The Boise City Clerk has been notified in writing of CCDC's intent to destroy these documents (see attached letter). CCDC will hold destruction of the documents until the date noted in the letter to provide the City Clerk an opportunity to request retention of the documents if they wish.

Kathy Wanner

Kathy Wanner

June 13, 2022

Date



June 13, 2022

Jamie Heinzerling
Deputy City Clerk
cityclerk@cityofboise.org
PO Box 500
Boise, ID 83701

Re: CCDC - Public Records Destruction

Dear Ms. Heinzerling,

Attached is Capital City Development Corporation's Resolution No. 1772 which was presented and adopted by the Board on June 13, 2022. This resolution authorizes the destruction of the attached temporary and semi-permanent records.

In compliance with Idaho Code Section 50-907 and the CCDC Public Records Retention Policy (approved on March 13, 2017, through the adoption of CCDC Resolution No. 1487), we are notifying you of our intent to destroy these records.

If you would like any of these documents to be retained, please notify me by July 13, 2022. If CCDC does not hear from you by that date, we will proceed with the destruction of these records on or after July 13, 2022.

Please contact me by phone at 208-384-4264 or email at kwanner@ccdcboise.com if you have any questions or require further information.

Sincerely,

Kathy Wanner
Contracts Manager

EXHIBIT A

CCDC RECORDS ELIGIBLE FOR DESTRUCTION

Board Review Date: 06/13/2022 - Resolution No. 1772

Date	Contents	Retention Classification	Eligible Destruction Date & Review
	Competitive Selection records (bid invitations, statements of qualification, bid responses, notice of award) for the following projects, including digital files		
5/1/2013	IFB - Boulevard Garage Sprinkler Replacement	SEMI-PERMANENT	FY2018
4/25/2011			
	Administrative Records, including digital files		
11/7/2007	Surplus Disposal List	SEMI-PERMANENT	FY2012
3/29/2007	Surplus Disposal List	SEMI-PERMANENT	FY2012
6/29/2005	Surplus Disposal List	SEMI-PERMANENT	FY2010
	Misc Service Agreements and Task Orders, including digital files		
12/13/2014	JedSplit Task Order 15-001 Logo Templates / Mapping / Design Applications	SEMI-PERMANENT	FY2020
3/26/2015	JedSplit Task Order 15-001 Amendment 1 Logo Templates / Mapping / Design Applications	SEMI-PERMANENT	FY2020
3/26/2015	JedSplit Task Order 15-002 1/5 Year Graphics and Business Card Design	SEMI-PERMANENT	FY2020
3/16/2015	JedSplit Task Order 15-003 Boise Green Bike Design	SEMI-PERMANENT	FY2020
5/22/2015	JedSplit Task Order 15-004 Downtown Boise Streetscape Standards Manual Design	SEMI-PERMANENT	FY2020
12/23/2014	Jensen Belts Task Order 14-003 2015 Old Boise Streetscapes Project CD-Bid-CA	SEMI-PERMANENT	FY2019
1/30/2015	Jensen Belts Task Order 14-004 2015 Westside Streetscapes Project CD-Bid-CA	SEMI-PERMANENT	FY2019
4/22/2015	Jensen Belts Task Order 14-005 DT Streetscapes Standards & Specs Manual Update	SEMI-PERMANENT	FY2020
4/16/2015	Kimley Horn TO 15-001 Parking Projects Scoping & Developer Roundtable	SEMI-PERMANENT	FY2020
5/12/2015	Kimley Horn TO 15-002 Parking Rates Assessment	SEMI-PERMANENT	FY2020
6/16/2015	Kimley Horn TO 15-003 Parking Strategic Plan	SEMI-PERMANENT	FY2021
2/16/2016	Kimley Horn TO 15-003 Amendment 1 Parking Strategic Plan	SEMI-PERMANENT	FY2021
6/26/2014	Westerberg & Associates 2014 Legislative Services	SEMI-PERMANENT	FY2023
6/13/2011	Westerberg & Associates 2011 Legislative Services	SEMI-PERMANENT	FY2018
5/25/2012	Westerberg & Associates 2011 Legislative Services - Amendment 1	SEMI-PERMANENT	FY2018
8/30/2013	Westerberg & Associates 2011 Legislative Services - Amendment 2	SEMI-PERMANENT	FY2018

EXHIBIT A

CCDC RECORDS ELIGIBLE FOR DESTRUCTION

Board Review Date: 06/13/2022 - Resolution No. 1772

	Misc Public Works Agreements, including digital files		
12/29/2011	Treasure Valley Fire Protection - Sprinkler System Repair Replacement Project - City Centre Garage	SEMI-PERMANENT	FY2016
4/2/2013	Treasure Valley Fire Protection - Fire Sprinkler Service & Maintenance Agreement - Extension	SEMI-PERMANENT	FY2019
6/19/2015	A-Core - Concrete Grinding Basque Block	SEMI-PERMANENT	FY2020
12/2/2014	Alloway Electric - Historic Street Light Delivery	SEMI-PERMANENT	FY2019
5/27/2015	Alloway Electric - Sign Installation	SEMI-PERMANENT	FY2020
6/11/2015	Capital Landscape - WR 14-007 Brick Repair 2015	SEMI-PERMANENT	FY2020
6/25/2015	Capital Landscape - WR 14-008 RMOB Spring Paver repair	SEMI-PERMANENT	FY2020
6/13/2017	Capital Landscape - TO 14-013 - Spring 2017 Sidewalk Repair	SEMI-PERMANENT	FY2022
12/16/2016	Capital Landscape - TO 14-012 - Paver Maintenance Fall 2016	SEMI-PERMANENT	FY2021
12/16/2016	Capital Landscape - TO 14-011 Idaho Power Tree Grates	SEMI-PERMANENT	FY2021
6/27/2016	Capitol Landscape - TO 14-010 - Spring 2016 Sidewalk Maintenance	SEMI-PERMANENT	FY2021
4/12/2016	Capitol Landscape - TO 14-008 - Truncated Dome Repairs (8th St)	SEMI-PERMANENT	FY2021
12/7/2015	Capitol Landscape - TO 14-007 - Winter 2016 Sidewalk Maintenance	SEMI-PERMANENT	FY2020
12/12/2015	Commercial Painting - FY2016 CCDC Office Updates	SEMI-PERMANENT	FY2020
12/16/2015	Commercial Painting - FY2016 CCDC Office Updates - Amendment 1	SEMI-PERMANENT	FY2020
10/27/2014	Gingerich Site & Underground - Landscape Maintenance Agreement 2014-2017	SEMI-PERMANENT	FY2021
6/1/2015	Gingerich Site & Underground - WR 14-001 - 9th & Fulton Tree Transplant	SEMI-PERMANENT	FY2021
12/17/2017	Gingerich - TO 14-005 - Landscape Maintenance 2017	SEMI-PERMANENT	FY2022
4/18/2016	Gingerich - TO 14-004 - Bannock St Irrigation Repair	SEMI-PERMANENT	FY2021
10/27/2015	Gingerich - TO 14-003 - Landscape Maintenance FY2016	SEMI-PERMANENT	FY2020
3/23/2015	Gingerich - TO 14-002 - FY15 Misc Irrigation Maintenance	SEMI-PERMANENT	FY2020
12/4/2014	Gingerich - TO 14-001 - FY15 Watercooler - 14th Street Maintenance	SEMI-PERMANENT	FY2019
4/25/2011	Guho - City Stair Replacement Project	SEMI-PERMANENT	FY2016
2/23/2015	KB Fabrication - 2015 Bicycle Rack Fabrication Agreement	SEMI-PERMANENT	FY2020
5/5/2015	KB Fabrication - TO 15-001 - Bike Racks 2015	SEMI-PERMANENT	FY2020
7/17/2015	KB Fabrication - WR 15-001 Bike Corrals - Westside	SEMI-PERMANENT	FY2020
12/23/2016	KB Fabrication - 2016 Bike Racks	SEMI-PERMANENT	FY2021
5/30/2017	MR Priest - WR 15-005 The Grove Plaza No Alcohol Signage	SEMI-PERMANENT	FY2022
4/21/2017	MR Priest - WR 15-004 EV Charging Station Signage	SEMI-PERMANENT	FY2022

EXHIBIT A

CCDC RECORDS ELIGIBLE FOR DESTRUCTION

Board Review Date: 06/13/2022 - Resolution No. 1772

2/28/2017	MR Priest - WR 15-003 - Main Street Bike Rack	SEMI-PERMANENT	FY2022
3/26/2015	MR Priest - WR 15-002 - Rebranding A-Frames & Fabricating Signicades	SEMI-PERMANENT	FY2020
1/22/2016	MR Priest - WR 15-001 - "P" Signs for Parking Garages	SEMI-PERMANENT	FY2021
3/12/2015	Pavement Specialties of Idaho - 8th Street Re-striping (Spring 2015)	SEMI-PERMANENT	FY2020
2/2/2016	Pavement Specialties of Idaho - 8th Street Re-striping (Spring 2016)	SEMI-PERMANENT	FY2021
3/20/2017	Pavement Specialties of Idaho - 8th Street Re-striping (Spring 2017)	SEMI-PERMANENT	FY2022
3/26/2015	Power Wash Plus - 8th Street Pressure Washing 2015	SEMI-PERMANENT	FY2020
3/3/2016	Power Wash Plus - 8th Street Pressure Washing 2016	SEMI-PERMANENT	FY2021
10/1/2015	ProCare - TO 14-005 8th Street Snow Removal & Deicing 2016	SEMI-PERMANENT	FY2020
10/1/2015	ProCare - TO 14-004 Landscape & Irrigation Mtnc 2016	SEMI-PERMANENT	FY2020
8/25/2015	ProCare - WR 14-005 - 10 Barrel Winterization	SEMI-PERMANENT	FY2020
9/25/2015	ProCare - WR 14-006 - Weed Spray 9th & River	SEMI-PERMANENT	FY2020
9/25/2015	ProCare - WR 14-007 - Cut Volunteer Trees at 503 Ash St	SEMI-PERMANENT	FY2020
10/24/2016	ProCare - WR 14-008 - Tree Grates winter 2016	SEMI-PERMANENT	FY2021
3/21/2017	ProCare - WR 14-009 617 Ash St Irrigation Relocate	SEMI-PERMANENT	FY2021
6/22/2017	ProCare - WR 14-010 - Remove Hose Bibs	SEMI-PERMANENT	FY2021
6/22/2017	ProCare - WR 14-011 - Install Pea Gravel & Level Tree Wells	SEMI-PERMANENT	FY2021
8/8/2017	ProCare - WR 14-012 - 2017 Tree Grates	SEMI-PERMANENT	FY2021
11/21/2014	ProCare - Holiday Lighting FY2015	SEMI-PERMANENT	FY2019
11/6/2015	ProCare - Holiday Lighting FY2016	SEMI-PERMANENT	FY2020
10/28/2016	ProCare - Holiday Lighting FY2017	SEMI-PERMANENT	FY2021
9/13/2016	Quality Electric - Trailhead Panel Replacement	SEMI-PERMANENT	FY2021
11/10/2015	Quality Electric - Trailhead Electrical	SEMI-PERMANENT	FY2020
12/22/2014	Russ McCrea Builders - CCDC Office Upgrade Dec 2014	SEMI-PERMANENT	FY2019
2/19/2015	Russ McCrea Builders - CCDC Office Upgrade Feb 2015	SEMI-PERMANENT	FY2020
5/28/2015	Capitol Terrace Garage - 2015 Waterproofing Project	SEMI-PERMANENT	FY2020
5/23/2015	Tribal Fire Sprinklers - Capitol Terrace Garage	SEMI-PERMANENT	FY2018
9/30/2016	TriState Electric CCDC Garages Electric Signs & Horns	SEMI-PERMANENT	FY2021
1/4/2017	TriState Electric Amend 1 - CCDC Garages Electric Signs & Horns	SEMI-PERMANENT	FY2022
2/9/2017	TriState Electric Amend 2 - CCDC Garages Electric Signs & Horns	SEMI-PERMANENT	FY2022
9/22/2012	TriState Electric - Electric Services for Historic Street Lights on 10th & 11th	SEMI-PERMANENT	FY2015
11/27/2012	TriState Electric - Amend 1 Electric Services for Historic Street Lights on 10th & 11th	SEMI-PERMANENT	FY2015

EXHIBIT A

CCDC RECORDS ELIGIBLE FOR DESTRUCTION

Board Review Date: 06/13/2022 - Resolution No. 1772

9/25/2014	Valley Landscape - Landscaping Maintenance Svcs Agmt 2014-2017	SEMI-PERMANENT	FY2019
8/4/2015	Valley Landscape - WR 14-001 - Summer 15 Bike Racks & Benches - WS	SEMI-PERMANENT	FY2020
3/29/2016	Valley Landscape - WR 14-002 - Tree Grates Benches Racks - Watercooler Move	SEMI-PERMANENT	FY2021
6/20/2016	Valley Landscape - WR 14-003 - Benches - Refurbish	SEMI-PERMANENT	FY2021
9/7/2012	Watson Assoc - Eastman Garage - Column Caps, Sandrels & Rail Repair	SEMI-PERMANENT	FY2017
9/26/2012	Watson Assoc - Boulevard Garage - Water Infiltration Investigation	SEMI-PERMANENT	FY2017
10/24/2013	Watson Assoc - Grove St Garage - Spalling Repair	SEMI-PERMANENT	FY2018
4/24/2014	Watson Assoc - Eastman Garage- Railing Repair	SEMI-PERMANENT	FY2019
6/26/2014	Watson Assoc - Eastman Garage- Railing Repair Amend 1	SEMI-PERMANENT	FY2019
9/4/2012	Wright Brothers - Pioneer Corridor Phase 2	SEMI-PERMANENT	FY2017
5/20/2013	Wright Brothers - Pioneer Corridor Phase 3	SEMI-PERMANENT	FY2018
7/11/2014	Yesco - Eastman Garage - Sign Removal	SEMI-PERMANENT	FY2019
11/16/2014	Yesco - Eastman Garage - Sign Replacement	SEMI-PERMANENT	FY2019
4/23/2015	Guho Corp - 2015 RMOB Streetscapes	SEMI-PERMANENT	FY2020
6/17/2015	Guho Corp - 2015 RMOB Streetscapes Change Order 1	SEMI-PERMANENT	FY2020
7/20/2015	Guho Corp - 2015 RMOB Streetscapes Change Order 2	SEMI-PERMANENT	FY2020
8/12/2015	Guho Corp - 2015 RMOB Streetscapes Change Order 3	SEMI-PERMANENT	FY2020
9/24/2015	Guho Corp - 2015 RMOB Streetscapes Change Order 4	SEMI-PERMANENT	FY2020
5/27/2014	Diamond Contractors - 2014 Old Boise Streetscapes	SEMI-PERMANENT	FY2019
7/28/2014	Diamond Contractors - 2014 Old Boise Streetscapes - Change Order 1	SEMI-PERMANENT	FY2019
7/16/2014	Diamond Contractors - 2014 Old Boise Streetscapes - Change Order 2	SEMI-PERMANENT	FY2019
7/30/2014	Diamond Contractors - 2014 Old Boise Streetscapes - Change Order 3	SEMI-PERMANENT	FY2019
8/25/2014	Diamond Contractors - 2014 Old Boise Streetscapes - Change Order 4	SEMI-PERMANENT	FY2019
10/18/2014	Diamond Contractors - 2014 Old Boise Streetscapes - Change Order 5	SEMI-PERMANENT	FY2019
11/3/2014	Diamond Contractors - Mutual Termination of Contract	SEMI-PERMANENT	FY2019
6/11/2013	Wright Brothers - 2013 Streetscape Project Base Bid 2	SEMI-PERMANENT	FY2018
9/5/2013	Wright Brothers - 2013 Streetscape Project Base Bid 2 - Change Order 1	SEMI-PERMANENT	FY2018
9/27/2013	Wright Brothers - 2013 Streetscape Project Base Bid 2 - Change Order 2	SEMI-PERMANENT	FY2018
10/17/2013	Wright Brothers - 2013 Streetscape Project Base Bid 2 - Change Order 3	SEMI-PERMANENT	FY2018
11/26/2013	Wright Brothers - 2013 Streetscape Project Base Bid 2 - Change Order 4	SEMI-PERMANENT	FY2018
6/11/2013	Wright Brothers - 2013 Streetscape Project Base Bid 1	SEMI-PERMANENT	FY2018
8/21/2013	Wright Brothers - 2013 Streetscape Project Base Bid 1 - Change Order 1	SEMI-PERMANENT	FY2018

EXHIBIT A

CCDC RECORDS ELIGIBLE FOR DESTRUCTION

Board Review Date: 06/13/2022 - Resolution No. 1772

9/5/2013	Wright Brothers - 2013 Streetscape Project Base Bid 1 - Change Order 2	SEMI-PERMANENT	FY2018
9/27/2013	Wright Brothers - 2013 Streetscape Project Base Bid 1 - Change Order 3	SEMI-PERMANENT	FY2018
10/17/2013	Wright Brothers - 2013 Streetscape Project Base Bid 1 - Change Order 4	SEMI-PERMANENT	FY2018
11/26/2013	Wright Brothers - 2013 Streetscape Project Base Bid 1 - Change Order 5	SEMI-PERMANENT	FY2018
9/30/2015	Pusher Construction - Pioneer Corridor Phase 3	SEMI-PERMANENT	FY2020
12/12/2015	Pusher Construction - Pioneer Corridor Phase 3 - Change Order 1	SEMI-PERMANENT	FY2021
12/31/2015	Pusher Construction - Pioneer Corridor Phase 3 - Change Order 2	SEMI-PERMANENT	FY2022
12/29/2015	Pusher Construction - Pioneer Corridor Phase 3 - Change Order 3	SEMI-PERMANENT	FY2023
1/8/2016	Pusher Construction - Pioneer Corridor Phase 3 - Change Order 4	SEMI-PERMANENT	FY2021
3/4/2016	Pusher Construction - Pioneer Corridor Phase 3 - Change Order 5	SEMI-PERMANENT	FY2021
	Real Estate - Lease		
5/31/2000	805 W Idaho office lease	SEMI-PERMANENT	FY2013
	Intergovernmental Agreements, including digital files		
10/23/2007	Cooperative Agreement - VRT & CCDC - Annual Dues & Service Contribution	SEMI-PERMANENT	FY2012
10/14/2008	Cooperative Agreement - VRT & CCDC - Annual Dues & Service Contribution	SEMI-PERMANENT	FY2013
11/2/2010	Cooperative Agreement - VRT & CCDC - Annual Dues & Service Contribution	SEMI-PERMANENT	FY2015
10/14/2011	Cooperative Agreement - VRT & CCDC - Annual Dues & Service Contribution	SEMI-PERMANENT	FY2016
10/14/2012	Cooperative Agreement - VRT & CCDC - Annual Dues & Service Contribution	SEMI-PERMANENT	FY2017



FY2022 Q2 Financial Report (Unaudited)

October 1, 2021 thru March 31, 2022



FY2022 Q2 Financial Report (Unaudited)

October 1, 2021 – March 31, 2022

REVENUES:

Actual tax increment revenue for the first two quarters totaled \$11.6 million or 63% of the annual budgeted tax increment revenue for FY2022; on the consolidated level (totaling all five districts), this is consistent with expectations. However, for 30th Street District individually, the actual year-to-date revenue is 36% below budget. This is due to the fact that there was incorrect data on the valuation reports received from Ada County Assessor's Office when the Agency's budget was developed last summer. This incorrect data caused our budgeted revenue for 30th Street District was overstated by about \$600k. The Agency discovered the error earlier this year by inquiring both Ada County's Assessor's Office and Treasurer's Office. After multiple follow-up's, Ada County confirmed their error on the valuation reports and the fact that they only notified the tax payer when tax adjustment was made (they did not notify impacted entities like CCDC and taxing districts). The Agency will adjust officially for this when the FY2022 budget is amended in August.

Total parking revenues were approximately \$4 million or 52% of the total annual budget amount at the end of the second quarter. Overall, parking revenues continue to track very closely with what was budgeted for FY2022.

EXPENSES:

At the end of the second quarter, the Agency's operating expenses were 39% of the annual budget amount. Capital outlay expenditures as of the second quarter were 9% of the annual budget. Most of the expenses for capital projects hit during the construction season which corresponds with the Agency's third and fourth quarters. Planning and design for capital projects was underway during the first two quarters.

ABOUT THIS REPORT. This report includes all budgeted agency funds.

Revenues

- Ada County distributes property tax revenue to local governments monthly as received; however, almost 99% of the total budgeted amount is distributed twice a year in January (about 60%) and in July (about 40%) after property tax due dates (December and June).
- Parking garage revenue is generated and received daily throughout the year.
- Fund Balance: Transfer-in if revenues exceed expenses, transfer-out if expenses exceed revenues.

Expenses

- Capital projects are typically designed and planned during the first half of a fiscal year with construction and most expenses occurring in the second half.
- Revenues received from sub-lessee Civic Plaza are equal to the expenses distributed to Ada County for the Ada County Courthouse Master/Surplus Ground Lease. They are passed through only.

FY2022 ORIGINAL BUDGET REVENUE SUMMARY	FY2022 Total (Original) Budget	FY2022 Q2 Actual	% Actual To Total Budget
Revenue from Operations			
Revenue Allocation (Tax Increment).....	18,480,000	11,611,642	63%
Parking Revenue.....	7,636,762	3,962,614	52%
Other Revenues (Various Reimbursements).....	1,678,800	177,104	11%
Subtotal	<u>\$ 27,795,562</u>	<u>\$ 15,751,360</u>	<u>57%</u>
Other Sources			
Misc. Revenues (Grants/Leases/Property Transactions).....	181,914	254,546	140%
Use of (Transfer to) Working Capital Fund.....	33,354,489	2,678,450	8%
Subtotal	<u>\$ 33,536,403</u>	<u>\$ 2,932,996</u>	<u>9%</u>
Subtotal - Revenue from Operations	\$ 61,331,964	\$ 18,684,356	30%
Pass-Through Revenue			
Ada County Courthouse Corridor Leases.....	423,795	53,398	13%
Subtotal	<u>\$ 423,795</u>	<u>\$ 53,398</u>	<u>13%</u>
TOTAL REVENUE	\$ 61,755,759	\$ 18,737,753	30%
EXPENSE SUMMARY	FY2022 Total (Original) Budget	FY2022 Q2 Actual	% Actual To Total Budget
Operating Expense			
Services & Operations.....	2,821,661	1,307,872	46%
Personnel Costs.....	2,470,650	1,056,160	43%
Facilities Management.....	989,289	424,338	43%
Professional Services	1,639,000	294,020	18%
Subtotal	<u>\$ 7,920,600</u>	<u>\$ 3,082,390</u>	<u>39%</u>
Debt Service & Contractual Obligations			
Debt Service.....	12,324,042	11,985,973	97%
Contractual Obligations.....	3,428,622	180,000	5%
Subtotal	<u>\$ 15,752,664</u>	<u>\$ 12,165,973</u>	<u>77%</u>
Capital Outlay			
Office Furniture/Computer Equipment.....	46,000	43,703	95%
Capital Improvement Plan (CIP).....	36,060,700	3,090,562	9%
Parking Reinvestment Plan (PRP).....	1,432,000	206,728	14%
Mobility Projects.....	120,000	95,000	79%
Subtotal	<u>\$ 37,658,700</u>	<u>\$ 3,435,993</u>	<u>9%</u>
Subtotal - Expenses for Operations	\$ 61,331,964	\$ 18,684,356	30%
Pass-Through Expense			
Ada County Courthouse Corridor Leases.....	423,795	53,398	13%
Subtotal	<u>\$ 423,795</u>	<u>\$ 53,398</u>	<u>13%</u>
TOTAL EXPENSE	\$ 61,755,759	\$ 18,737,753	30%

FY2022 Q2 OPERATING REVENUES

QUARTERLY REVENUE REPORT PROPERTY TAX REVENUE ALLOCATION DISTRICT (RAD) & PARKING SYSTEM SUMMARY October 2021 - March 2022

Activity	FY 2021	FY 2022	FY 2022			
	Total Actual	Total Budget	YTD Budget	YTD Actual	YTD Variance \$	YTD Variance %
TIF BY DISTRICT						
River-Myrtle / Old Boise	10,731,136	10,100,000	5,883,586	6,488,809	605,222	10%
Westside	4,166,300	4,100,000	2,392,359	2,533,277	140,918	6%
30th Street	961,780	1,600,000	940,968	603,552	(337,416)	-36%
Shoreline	267,800	430,000	243,981	252,429	8,448	3%
Gateway East	1,488,373	2,250,000	1,528,004	1,733,576	205,572	13%
TOTAL RAD	17,615,388	18,480,000	10,988,898	11,611,642	622,744	6%
PARKING BY GARAGE						
9th & Main (Eastman)	1,347,129	1,471,103	771,147	759,358	(11,789)	-2%
Capitol & Main (Cap Terrace)	1,287,061	1,869,486	937,027	1,084,640	147,613	16%
9th & Front (City Centre)	1,062,783	1,584,282	796,906	770,358	(26,548)	-3%
10th & Front (Grove st.)	834,451	1,051,880	513,387	508,782	(4,606)	-1%
Capitol & Myrtle (Myrtle st.)	686,797	949,113	464,778	452,864	(11,914)	-3%
11th & Front (CCDC's portion 30.1)	253,805	320,698	153,613	172,600	18,987	12%
Misc. Parking	237,545	390,200	195,100	214,012	18,912	10%
TOTAL PARKING	5,709,571	7,636,762	3,831,959	3,962,614	130,655	3%
Other	475,490	1,678,800	839,400	177,104	(662,296)	-79%
TOTAL	23,800,449	27,795,562	15,660,257	15,751,361	91,103	1%

RECONCILIATION TO FY2022 BUDGETED OPERATING REVENUES

Total Revenues Approved Budget	\$61,755,759
Ada County Courthouse Master/Surplus Ground Lease (passed-through)	(423,795)
Use of Fund Balance	(33,354,489)
Bond Financing Proceeds	0
Miscellaneous Revenue (Lease, Property Transactions)	(181,914)
Operating Revenues	<u>\$27,795,562</u>

Capital City Development Corporation
Balance Sheet - Governmental Funds
March 31, 2022 (Unaudited)

	General Fund	River Myrtle District RA Fund	Westside District RA Fund	30th Street District RA Fund	Shoreline District RA Fund	Gateway East District RA Fund	Parking Fund	Total
ASSETS								
Cash and investments	1,300,000	24,975,414	9,293,230	1,898,607	485,463	3,084,591	12,062,680	53,099,985
Accounts receivable	5,092	-	41,826	-	-	-	53,520	100,438
Interest receivable	3,989	-	-	-	-	-	-	3,989
Taxes receivable	-	4,036,533	1,648,805	1,077,067	212,776	633,069	-	7,608,250
Prepays	404	15,250	-	-	-	-	30,000	45,654
Restricted cash	-	-	-	-	-	-	507,937	507,937
Property held for resale or development	-	54,490	7,152,327	-	-	-	-	7,206,817
Total assets	<u>1,309,485</u>	<u>29,081,687</u>	<u>18,136,188</u>	<u>2,975,674</u>	<u>698,239</u>	<u>3,717,660</u>	<u>12,654,137</u>	<u>68,573,070</u>
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES								
LIABILITIES								
Accounts payable	48,206	93,982	55,732	8,374	-	2,304	358,505	567,103
Accrued liabilities	103,556	-	-	-	-	-	-	103,556
Advanced revenues	-	-	-	-	-	-	-	-
Refundable deposits	-	-	54,026	-	-	-	-	54,026
Total liabilities	151,762	93,982	109,758	8,374	-	2,304	358,505	724,685
DEFERRED INFLOWS OF RESOURCES								
Unavailable property tax	-	4,036,533	1,648,805	1,077,067	212,776	633,069	-	7,608,250
Total deferred inflows of resources	-	4,036,533	1,648,805	1,077,067	212,776	633,069	-	7,608,250
FUND BALANCES								
Nonspendable	404	69,740	7,152,327	-	-	-	30,000	7,252,471
Restricted	-	24,881,432	9,225,298	1,890,233	485,463	3,082,287	7,935	39,572,648
Committed	-	-	-	-	-	-	500,000	500,000
Assigned	-	-	-	-	-	-	11,757,697	11,757,697
Unassigned	<u>1,157,319</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,157,319</u>
Total fund balances	<u>1,157,723</u>	<u>24,951,172</u>	<u>16,377,625</u>	<u>1,890,233</u>	<u>485,463</u>	<u>3,082,287</u>	<u>12,295,632</u>	<u>60,240,135</u>
TOTAL LIABILITIES DEFERRED INFLOWS OF	<u>1,309,485</u>	<u>29,081,687</u>	<u>18,136,188</u>	<u>2,975,674</u>	<u>698,239</u>	<u>3,717,660</u>	<u>12,654,137</u>	<u>68,573,070</u>

FUND BALANCE DEFINITIONS

Nonspendable: cannot be spent because they are not in spendable form or are legally or contractually required to remain intact.

Restricted: can be spent for only stipulated purposes as determined by law or external resource providers.

Committed: can be spent for only specific purposes as determined by formal CCDC Board action.

Assigned: intended for specific purposes but not committed or restricted.

Unassigned: all other funds; typically the General Fund.



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V. ACTION ITEMS



AGENDA BILL

Agenda Subject: Approve Resolution 1773 – Process to Dispose of Real Property Incompatible with Redevelopment through Request for Proposal Process		Date: June 13, 2022
Staff Contact: Alexandra Monjar	Attachments: Resolution 1773	
Action Requested: Approve Resolution 1773 establishing a new policy for disposition of real property found to be incompatible with redevelopment through the Agency’s Request for Proposal process		

Background:

CCDC extensively reviews redevelopment potential before its strategic acquisition of any real property. However, in rare instances, after acquiring a property circumstances may change which make it impractical for CCDC to redevelop a property through the Request for Proposal (RFP) process set forth in the Idaho Urban Renewal Law (the “Law”) and warrants an alternative approach for property disposition. If the RFP process is not used or proven unsuccessful, the CCDC Board must approve such an alternative approach. On July 15, 2019, the CCDC Board approved Resolution 1614 authorizing a policy for disposition via a sealed bid sale for real property determined to be no longer suitable for development by RFP.

The Agency has since determined that it would be beneficial and in the best interest of the public to replace this policy with one that allows for more flexibility with additional disposition processes. These additional methods include live auction sale and property exchange in lieu of an auction sale or sealed bid sale. Resolution 1773 repeals the previous policy and replaces it with the approval of a new policy allowing the Agency to utilize these methods to better respond to market and site conditions when property it owns is no longer suitable for development through the RFP process.

The new policy retains conditions for determining whether property may be disposed of through an alternate process, and the Agency’s ability to sell or exchange such property as it deems in its best interest if the selected disposition process is unsuccessful. To utilize an alternative disposition process, a parcel should be found to meet at least one of the following conditions:

- The Agency’s Urban Renewal Plans no longer contemplate any other use or redevelopment of such parcel; or
- Conditions have changed resulting in no reasonable development opportunity in compliance with the Law, the Local Economic Development Act, and the Plans; or

- The parcel is no longer suitable for redevelopment under the Agency's Plans because of the size or configuration of the parcel; or
- The Agency was unsuccessful in acquiring other parcels to provide for a likely development opportunity; or
- The Agency published a Request for Proposals and did not receive a proposal from a qualified developer for a development that would achieve the objectives of the Plans.

If the Agency finds that a property meets such criteria and therefore desires to dispose of the property through an alternative disposition, it will follow this process:

1. Declare its intent to sell the property through sealed bid or live auction or property exchange;
2. Publish a summary of the Agency's determination and provide at least 14-days' notice of its public hearing before the Board;
3. Obtain an appraisal as may be deemed appropriate by the Board;
4. Determine a minimum price for the parcel, if any;
5. Proceed through the selected disposition process (a live public auction, a sealed bid auction, or a property exchange in lieu of an auction sale), and if such disposition is unsuccessful, sell the property as it deems in the best interest of the Agency.

During the disposition process, the Board may impose other conditions of sale as appropriate. Additionally, CCDC reserves the right to reject all bids or exchanges if none are in the best interests of the Agency.

Fiscal Notes:

In the case that a property is sold through a live auction or sealed bid auction, the Agency would take the highest offer that complies with the conditions of the bid. In the case of a property exchange, the Agency may receive land only or land plus cash to establish equal exchange value. The proceeds from such sales can be used to purchase a more appropriate parcel for redevelopment or fund capital improvement projects or other Agency operations.

Staff Recommendation:

Adopt Resolution 1773 approving the Process to Dispose of Real Property Incompatible with Redevelopment through RFP

Suggested Motion:

I move to adopt Resolution 1773 approving the Process to Dispose of Real Property Incompatible with Redevelopment through RFP

RESOLUTION NO. 1773

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION, APPROVING AND AUTHORIZING A POLICY, AND ADOPTING OF PROCESS TO DISPOSE OF REAL PROPERTY, REPEALING RESOLUTION NO. 1614; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, by Resolution No. 1154, adopted on August 23, 1965, the City Council (the "City Council") and Mayor of the city of Boise City, Idaho (the "City") created an urban renewal agency, the Boise Redevelopment Agency, now known as Capital City Development Corporation (the "Agency"), authorizing it to transact business and exercise the powers granted by the Law and the Act, upon making the findings of necessity required for creating said Agency;

WHEREAS, under the Law and Act, the Agency has prepared, and the City Council has approved, several urban renewal plans;

WHEREAS, the urban renewal plans currently effective are commonly referred to as:

The River Myrtle Old Boise Plan
The Westside Plan
The 30th Street Plan
The Shoreline District Plan
The Gateway District Plan
The State Street Plan

including any amendments thereto. The above urban renewal plans are collectively referred to, along with any future urban renewal plan approved by the City Council, as the Plans;

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

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

WHEREAS, Idaho Code § 50-2011 allows an urban renewal agency to dispose of real property under such reasonable competitive bidding procedures as it shall prescribe or as set forth in Idaho Code § 50-2011;

WHEREAS, on July 15, 2019, by Resolution No. 1614, the Agency adopted a policy concerning declaration of surplus real property and the process by which to dispose of such surplus real property (the “Surplus Resolution”);

WHEREAS, after the adoption of Resolution No. 1614, the Agency pursued disposition of Agency property following the requirements of Resolution 1614;

WHEREAS, the Agency has determined a policy which provides more options and flexibility is in the best interest of the Agency and the public;

WHEREAS, the Agency board deems it appropriate to adopt a policy which repeals, supersedes, and replaces Resolution No. 1614;

WHEREAS, the Agency deems it in its best interest and the public interest to provide for a process to dispose of real property in the circumstances set forth herein;

WHEREAS, over the course of time, such acquired Agency property may, based on the reasons set forth below, no longer be practicable for the Agency to own, and the Agency may wish to dispose of the property as a result of one of the following circumstances:

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

WHEREAS, in the event any Agency parcel becomes subject to the above circumstances, the Board finds it appropriate and in the best interest of the Agency and the public to consider a policy which will guide the disposition of the parcel through a specifically defined process;

WHEREAS, the Board finds it in the best interests of the Agency and the public to dispose of any property, which falls within the criteria set out above, by using the process described herein for disposition of property providing for a public hearing, establishing a sealed bid process, a live public auction, either of which may establish a minimum price, allowing for a property exchange in lieu of an auction sale or sealed bid sale, or if no bids are received or a property exchange is unsuccessful, authorizing the sale of such property as the Agency deems in the best interest of Agency;

WHEREAS, the Agency may also be guided by certain processes and procedures used by other public entities, including, but not limited to, cities and counties to achieve the objectives of this policy;

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

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

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

Section 2. That Resolution No. 1614 is hereby repealed and replaced and superseded by this resolution herein.

Section 3. The Board hereby finds that if any of the following conditions apply for real property owned by the Agency:

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

disposition of such real property shall be as stated herein.

Section 4. Upon a finding an Agency parcel is subject to any of the conditions set forth in Section 2, it shall then follow the process set forth below:

- declaration of the Agency's intent to sell the property through sealed bid or live auction or exchange real property;
- publishing a summary of the Agency action declaring such parcel is subject to disposition and providing a notice of public hearing before the Board which shall be published at least fourteen (14) days prior to the date of the public hearing;
- obtaining an appraisal under such terms and conditions as may be deemed appropriate by the Board;
- determination of a minimum price for the parcel or declaring that the subject property will be offered without establishing a minimum price, if any;
- proceeding through a live public auction, a sealed bid auction, or a property exchange in lieu of an auction sale, and if no bids are received or a property exchange is unsuccessful, to sell such property as it deems in the best interest of the Agency; and
- imposition of other conditions of sale as may be deemed appropriate by the Board.

Section 5. The Chair, Vice-Chair, and Executive Director of the Agency are each hereby authorized to take all action necessary or desirable in conformity with this Resolution, including reference to process and procedures used by other public entities, including, but not limited to, cities and counties to achieve the objectives of this policy.

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

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on June 13, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on June 13, 2022 .

APPROVED:

By _____
Dana Zuckerman, Chair

ATTEST:

By _____
Joey Chen, Secretary Pro Tem



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AGENDA BILL

Agenda Subject: Waiver of Notice Requirement for Termination of Parking Permit Purchase Agreement for 5 th & Front Garage		Date: June 13, 2022
Staff Contact: Matt Edmond, Director of Parking & Mobility	Attachments: <div>1. Resolution 1770 Waiving Notice Requirement for Termination of Parking Permit Purchase Agreement</div> <div>2. Notice of Early Termination</div>	
Action Requested: Adopt Resolution 1770 waiving the 60-day notice requirement for termination of the Parking Permit Purchase Agreement with Front Street Development, LLC for 5 th & Front Garage.		

Background:

In May 2018, the Agency entered into a Parking Permit Purchase Agreement with Front Street Development, LLC for purchase and resale of 200 parking permits in the 5th & Front Garage for a period beginning when the garage opened and lasting up to seven years. At the time, the garage was under construction concurrently with the adjacent Home 2 Suites hotel. The purpose of this agreement was to provide a floor of stable revenue for the garage while a number of nearby residential developments—which would eventually make use of the garage—were completed and their occupancies stabilized.

This Agreement was part of a larger effort to facilitate redevelopment of a number surface lots in downtown Boise between Front, Main, 5th and 6th Streets and to increase the inventory of downtown housing. Today, this effort has proven largely successful, resulting in over \$100 million in private investment, including 249 residential units, a 138-room hotel, and over 20,000 square feet of retail and office space. All this was accomplished in spite of the 5th & Front Garage opening in May 2020, during the height of the COVID-19 pandemic, when downtown parking demand was cratering.

The Parking Permit Purchase Agreement includes an option for Front Street Development, LLC to terminate early upon 60 days' notice to the Agency. On May 31, Front Street Development, LLC submitted its notice of intent to terminate and requested the Agency allow said termination to be as soon as possible. Agency staff is recommending a waiver of the Agreement's 60 day notice requirement to allow the Agreement to terminate effective June 30, 2022.

Fiscal Notes:

With the early termination of the Parking Permit Purchase Agreement, the Agency will not budget for purchase and resale of parking passes in the 5th & Front Garage in FY2023 or beyond.

Staff Recommendation:

Adopt Resolution 1770 waiving the 60-day notice requirement for termination of the Parking Permit Purchase Agreement with Front Street Development, LLC for 5th & Front Garage, and allowing the Agreement to terminate on June 30, 2022.

Suggested Motion:

I move to Adopt Resolution 1770 waiving the 60-day notice requirement for termination of the Parking Permit Purchase Agreement with Front Street Development, LLC for 5th & Front Garage, and allowing the Agreement to terminate on June 30, 2022.

RESOLUTION NO. 1770

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, WAIVING THE 60-DAY WRITTEN NOTICE REQUIREMENT FOR TERMINATION OF THE PARKING PERMIT PURCHASE AGREEMENT BETWEEN THE AGENCY AND FRONT STREET DEVELOPMENT, LLC, AND ALLOWING THE AGREEMENT TO TERMINATE ON JUNE 30, 2022; 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, at its public meeting on May 14, 2018, the Agency Board adopted Resolution 1545 approving a Parking Permit Purchase Agreement (the "Agreement") between the Agency and Front Street Development, LLC ("Front Street"), which Agreement provided for the Agency to purchase 200 monthly parking permits which would be resold on behalf of the Agency by Front Street for a term of up to 7 years; and,

WHEREAS, Section 3.2 Right to Terminate of the Agreement states that Front Street has the right to terminate the Agreement upon 60 days written notice to the Agency; and,

WHEREAS, Front Street has submitted a letter to the Agency dated May 31, 2022, a copy of which is attached hereto as Exhibit A, providing notice of its intent to terminate the Agreement in accordance with Section 3.2 Right to Terminate and requesting that the Agency allow for the termination to be as soon as possible; and,

WHEREAS, the Agency Board finds it in the best public interest to waive the 60-day written notice requirement for termination of the Parking Permit Purchase Agreement and allow the Agreement to terminate on June 30, 2022.

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 in accordance with the request made by Front Street Development, LLC, a copy of which is attached hereto as Exhibit A, the Agency hereby waives the 60-day written notice requirement for termination of the Parking Permit Purchase Agreement and allows the Agreement to terminate on June 30, 2022.

Section 3: 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 June 13, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on June 13, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Joey Chen, Secretary Pro Tem

Front Street Development LLC

Mr. John Brunelle
Executive Director
Capitol City Development Corporation
121 Nth 9th, Suite 501
Boise, ID 83702

May 31, 2022

Dear Mr. Brunelle,


I am writing to inform the CCDC of our desire to terminate the "Parking Permits Purchase Agreement" dated May 25, 2018. Per Section 3.2 we wish to make this termination immediate or as soon as the CCDC can execute this termination.

Front Street Development LLC is very grateful for the CCDC having the flexibility and vision to make this agreement. This agreement provided the long-term income guarantee needed to influence our lender to provide adequate funding to build this project. Without the construction of this garage the following projects would not have been constructed: Home2 Suites, The Thomas Logan, The Lucy, Beta Office, The Vanguard, and a future project across the alley. These built projects amount to 138 hotel rooms, approximately 250 apartments (45 of which are below 60% AMI rents and 50 of which are 100% AMI rents), 7,200 sq ft of office space, and approximately 18,000 square feet of retail space.

That's quite a return from this agreement. I haven't done the math, but my guess is the CCDC invested almost no funds after calculating the income generated from this agreement.

As always, it has been a pleasure to work with your organization. The staff is exceptional, and the Board is forward thinking and has the community's best interests in mind in its deliberations and actions. Old Boise is a far better neighborhood as result of this agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Clay Carley', written in a cursive style.

Clay Carley
Front Street Development LLC



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AGENDA BILL

Agenda Subject: Sponsorship of Boise Bike Share 2.0 Pilot Program		Date: June 13, 2022
Staff Contact: Matt Edmond, Director of Parking & Mobility	Attachments: <div>1. Resolution 1771 Approving Sponsorship Agreement</div> <div>2. Boise Bike Share 2.0 Pilot Program Sponsorship Agreement</div>	
Action Requested: Adopt Resolution 1771 approving the proposed sponsorship agreement between the Agency and Valley Regional Transit for a Boise Bike Share 2.0 pilot program.		

Background

Boise's first modern bike share program, Boise GreenBike, launched in April 2015 with 114 bikes stationed at 15 hubs located throughout downtown Boise and Boise State University. The program later expanded to 127 bikes stationed among 110 regular and flex hubs in Southeast Boise, the North End, and Garden City in addition to downtown and Boise State, serving 23,500 active members. Due to the phase out of 2G and 3G cellular networks that supported the bikes, and due to the uncertainty imposed by the COVID-19 pandemic on prospective sponsors of a necessary fleet upgrade, Boise GreenBike discontinued operations in September 2020.

Since 2019, Valley Regional Transit (VRT) has been working to replace the GreenBike fleet with newer technology. VRT selected the Canadian company Drop Mobility as its preferred vendor for bike share following a rigorous interagency request for proposal process, and has secured letters of support from over 30 public agencies, non-profit organizations, and for-profit businesses. Drop Mobility has agreed to provide unbranded electric-assist bikes for a pilot project in 2022 (tentatively, July 1 through October 30) based on local investment amounts as set forth in the table below. Should VRT proceed with a permanent bike share program, the local investment will be applied toward the purchase of branded bikes for the permanent bike share program at \$2,000 per bike.

Local Investment	Total Number of Bikes
\$50,000	50
\$100,000	75
\$150,000	100
\$200,000	125
\$250,000	150
\$300,000	175

Agency staff proposes a sponsorship agreement that provides \$50,000 up front to ensure a pilot program with 50 bikes, and a dollar-for-dollar match for another \$50,000 against other sponsorship contributions secured by VRT before September 1, 2022. If VRT is able to secure funding to maximize the Agency contribution, it would ensure a pilot program of 100 bikes, which is almost the size of the original Boise GreenBike fleet. The Agency is also proposing to offer use of 421 N. 10th Street to support VRT bike share operations during the pilot program.

In exchange for the Agency's contribution, VRT agrees to place 75% of the bikes in or adjacent to (within 1,000 feet) active urban renewal districts.

Fiscal Impact:

The Agency has sufficient funds in the Parking & Mobility budget to cover the potential \$100,000 sponsorship.

Staff Recommendation:

Adopt Resolution 1771 approving the proposed sponsorship agreement between the Agency and Valley Regional Transit for a Boise Bike Share 2.0 pilot program.

Suggested Motion:

I move to adopt Resolution 1771 approving the proposed sponsorship agreement between the Agency and Valley Regional Transit for a Boise Bike Share 2.0 pilot program.

RESOLUTION NO. 1771

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE BOISE BIKE SHARE 2.0 PILOT PROGRAM SPONSORSHIP AGREEMENT WITH VALLEY REGIONAL TRANSIT; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of 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, 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, the Agency has long recognized the importance and significance of the development of transportation services including alternative transportation modes within the established urban renewal districts as a critical component of revitalization; and,

WHEREAS, the Agency is responsible for the implementation of the Plans, which plans identify certain transportation goals and objectives and the establishment of transit, pedestrian, and bicycle facilities to encourage use of alternative means of transportation; and,

WHEREAS, under the provisions of the Plans and as authorized by Idaho Code § 50-2015, the Agency may enter into cooperative agreements with public bodies to achieve the objectives of an urban renewal plan; and,

WHEREAS, Valley Regional Transit seeks to own and operate a bike share program which would include electric assist bicycles and bike share stations forming an urban alternative transportation network in the greater downtown Boise area and along transit corridors into downtown Boise; and,

WHEREAS, Valley Regional Transit seeks to conduct a pilot program including approximately 100 bicycles in 2022 in order to generate interest and excitement to attract financial backing to fund a full bike share program in 2023; and,

WHEREAS, the Agency and Valley Regional Transit desire to partner in a sponsorship arrangement involving an initial contribution from Agency of \$50,000 for 50 bicycles and a dollar-for-dollar match for an additional \$50,000 against other sponsorship contributions secured by Valley Regional Transit before September 1, 2022; and,

WHEREAS, the Agency Board finds it to be in the best public interest to approve the Boise Bike Share 2.0 Pilot Program Sponsorship Agreement with Valley Regional Transit and 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 the Bike Share 2.0 Pilot Sponsorship Agreement with Valley Regional Transit, a copy of which is attached hereto as Exhibit A and incorporated herein as if set out in full, be and the same is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to sign and 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 Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the June 13, 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 June 13, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on June 13, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST

By: _____
Joey Chen, Secretary Pro Tem

BOISE BIKE SHARE 2.0 PILOT PROGRAM SPONSORSHIP AGREEMENT

This Boise Bike Share Station Sponsorship Agreement ("Agreement") is made this ____ day of May, 2022 (the "Effective Date") by and between CAPITAL CITY DEVELOPMENT CORPORATION ("Sponsor") and VALLEY REGIONAL TRANSIT ("VRT") for the BOISE BIKE SHARE 2.0, the regional public transportation authority for Ada and Canyon Counties, Idaho, organized and existing pursuant to Idaho Code §§ 40-2101 et seq. Sponsor and VRT are hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. VRT seeks to own and operate a bike share program which would include electric assist bicycles and bike share stations forming an urban alternative transportation network in the greater downtown Boise area and along transit corridors into downtown Boise.

B. VRT seeks to conduct a pilot program including approximately 100 bicycles in 2022 in order to generate interest and excitement to attract financial backing to fund implementation of a full bike share program in 2023.

C. VRT's preferred vendor (as selected through a formal request for proposal process), Drop Mobility, has agreed to lease bicycles to VRT on a temporary basis for a pilot program running from July 1 until October 30, 2022.

D. Sponsor desires to become a sponsor of the Boise Bike Share 2.0 program which may include placement of Sponsor's advertising on the bicycles or bike share station(s) identified herein.

E. The Parties desire to set forth the terms and conditions of their agreement regarding such sponsorship and advertising, as further set forth below.

NOW, THEREFORE, in consideration of the foregoing and the terms, conditions and covenants herein contained, the parties hereby mutually agree as follows:

AGREEMENT

1. Grant of Rights. During the Term ("Term") of this Agreement, except as otherwise specifically set forth herein, Sponsor shall have the following rights:

1.1 To have Sponsor's contribution to the Boise Bike Share 2.0 pilot program pay for the expenses incurred by VRT to acquire and maintain, for the duration of Sponsor's Sponsorship, the bicycles and bike share station(s) described in Exhibit A, attached hereto and incorporated herein.

1.2 Because Sponsor is the Urban Renewal Agency for Boise, VRT will endeavor to place 75% of the Boise Bike Share 2.0 bicycles within or immediately adjacent to (within 1000 feet) an active Urban Renewal District.

1.3 Link to Sponsor website and Sponsor logo on the bike share website.

1.4 Invitation of Sponsor to participate in any Boise Bike Share 2.0 pilot project promotional events.

1.5 Upon reasonable notice, VRT will provide up to 20 Boise Bike Share 2.0 bicycles to a specific location for Sponsor to use in guided bike tours up to four (4) times during the Term.

1.6 Within a reasonable time after completion of the Term of this Agreement, VRT will present findings to Sponsor's Board of Commissioners and plan details for permanent bike share implementation.

2. Exclusions. Except as set forth in Section 1 above, the grant of rights to Sponsor under this Agreement are non-exclusive. Specific exclusions from the grant of rights to Sponsor include, without limitation, the following:

2.1 VRT reserves the right to sell other Sponsorships to any other businesses and parties as determined by VRT, including, without limitation, competitors of Sponsor.

2.2 VRT reserves the rights to sell other advertising and sponsorships on the system map modules outside of the spaces reserved for Sponsor on any Sponsor's station.

2.3 VRT reserves the right to sell other sponsorships related to the bike share program to any other businesses and parties, as determined by VRT, including, without limitation, competitors of Sponsor.

2.4 VRT reserves the right to sell advertising on the bike share website or bike share mobile applications to any other businesses and parties, as determined by VRT, including, without limitation, competitors of Sponsor.

2.5 VRT reserves the right to solicit private donations to the bike share program and recognize donors on the bike share website and bike share mobile applications and social media.

3. Costs. To the extent Sponsor requests the placement of logos, decals, appliques and/or advertising content, text or materials upon a station or within bike share releases and materials, Sponsor will provide the same at no cost to VRT, including, without limitation, any artwork and/or web links for same, as the case may be. Sponsor shall also be responsible for the cost of any Sponsor's staff time for coordination with VRT and the process of review and approval as set forth herein.

4. Term. The Term of this Agreement shall commence on the Effective Date and terminate on October 31, 2022.

5. Payment. In support of the Boise Bike Share 2.0 pilot program, and in consideration of the rights and benefits granted to Sponsor under this Agreement, Sponsor agrees to pay VRT a fee ("Sponsorship Fee") payable as follows:

(a) The Sponsorship Fee is Fifty Thousand Dollars (\$50,000).

(b) In addition to the \$50,000 Sponsorship Fee, the Sponsor will also match other sponsorship contributions received before September 1, 2022, dollar for dollar ("Match Fee"), not to exceed \$50,000.

(c) The Sponsorship Fee shall be paid by Sponsor to VRT, or its designee, by Automated Clearing House ("ACH"), electronic funds transfer, or other immediately available funds on the payment date.

6. Payment. The Sponsorship Fee shall be due and payable within 30 days of the Effective Date. The Match Fee shall be due within 30 days of submission of documentation by VRT of any other sponsorship contributions received by September 1, 2022.

7. Bicycle Storage. VRT shall be able to use a portion of the Property owned by Sponsor and located at 421 N. 10th Street, Boise, Idaho, (the "Property") for storage of bicycles during the Term of this Agreement. The exact location for VRT storage shall be in Sponsor's sole discretion. Sponsor provides no warranties to VRT, and VRT expressly accepts the Premises "as is" and "where is" and is relying upon his or her own judgment, information, and inspection of the Premises. VRT shall not use or permit the Property to be used for the storage or disposal of any hazardous chemicals or materials, except such non-toxic items used in the ordinary course or business, including alcohol and cleaning solutions. Sponsor extends no warranties of safety or security to VRT and VRT assumes all risk and responsibility with respect to the use of the Property during the Term of the Agreement. VRT shall take all reasonable and necessary precautions to secure the Property and accepts responsibility for the security of any materials, equipment, supplies, or other goods kept on the Property. Upon the expiration of the Term of this Agreement the Property shall be restored by VRT, at its sole cost and expense, to at least as good a condition as existing on the Effective Date of this Agreement. In VRT's use of the Bicycle Storage at the Property, VRT shall indemnify and hold harmless and shall defend Sponsor and its officers, agents, and employees from and against all claims for loss, injury, death, and damage, including reasonable attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against Sponsor or its respective officers, agents, and employees relating to VRT's use of the Property. In the event an action or proceeding is brought against Sponsor or its respective officers, agents, and employees by reason of any such Claim, VRT, upon demand with written notice from Sponsor shall, at VRT's expense, resist or defend such action or proceeding. Notwithstanding the foregoing, VRT shall have no obligation to indemnify, defend, or hold Sponsor 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 Sponsor 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 until expiration of any applicable statute of limitations.

8. Stations. The location(s) of the station(s), sponsored under the terms of this Agreement, is (are) set forth on Exhibit A attached hereto and made a part hereof.

9. Cancellation and Assignment. This Agreement is not subject to cancellation by Sponsor. Sponsor may not assign its rights to others without the prior written consent of VRT, which shall not be unreasonably withheld.

10. Insurance. VRT shall, at all times during the Term of this Agreement, and at its sole cost and expense, obtain and maintain a policy of commercial general liability insurance to the limits allowed for public agencies under Idaho law, which policy shall declare Sponsor to be an additional insured. It is specifically provided that nothing in the foregoing or elsewhere in this Agreement is intended, nor may it be construed to increase the limits of liability of VRT as capped by the Idaho Tort Claims Act (Idaho Code § 6-901 through § 6-929), or to otherwise lessen the protections afforded VRT under said Act. Further, notwithstanding anything to the contrary herein, no provision hereof shall be construed to impose any personal or pecuniary liability upon any officer, employee, director, stockholder or member of either Party, and no Party shall be liable for any indirect, special, incidental, exemplary, consequential or punitive damages by reason of a claim brought on the basis of this Agreement, whether based in contract, warranty, indemnity, tort, negligence, strict liability or any other theory of law or equity, and no arbitrator shall have the power or jurisdiction to award same; provided, however, that this limitation of liability shall not apply to intentional tort or fraud. This Section shall survive the termination or expiration of this Agreement.

11. Marks. The Parties acknowledge and agree that any brand for the Boise Bike Share 2.0 system including, without limitation, as regards name, colors, logos and so forth (hereinafter referred to, collectively, as the "Bike Share Brand") shall be owned by VRT in all respects. Subject to the foregoing, Sponsor shall retain all right, title and interest in Sponsor's name and related marks and logos; and VRT shall retain all right, title and interest in their name and related marks and logos. Except as specifically set forth herein, this Agreement shall not be construed to give either Party the right to use the marks or logos of the other Party after expiration of this Agreement.

12. Notices. Any notice or other communication required or provided for under this Agreement shall be delivered in person, via nationally recognized overnight courier, or sent by United States certified or registered mail, postage prepaid, to the Parties at the addresses set forth below. Notices shall be in writing unless oral notice is expressly permitted by this Agreement and shall be deemed given the date immediately following deposit with the overnight courier or upon actual receipt, if earlier. A Party may change its notice

address as set forth herein by delivering notice thereof to the other Party. Notices shall be delivered as follows:

Sponsor: CCDC
121 N. 9th Street – Suite 501
Boise, Idaho 83702
Attention: Matt Edmond

VRT: Valley Regional Transit
700 NE 2nd Street – Suite 100
Meridian, Idaho 83642
Attention: Dave Fotsch

13. Modifications. Modifications to this Agreement must be in writing and mutually agreed to by authorized representatives for both Parties.

14. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to all subject matter and supersedes all prior negotiations and understandings, whether verbal or written. No waiver, modification, or amendment of any provision of this Agreement shall be valid or effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement is sought.

15. Governing Law. This agreement shall be controlled by the laws of the State of Idaho and any dispute arising from it shall be resolved in a court of competent jurisdiction in Ada County, Idaho.

16. Savings Clause. If any provision of this Agreement shall be held invalid or unenforceable by a court or competent jurisdiction, such holding shall not invalidate or render unenforceable any provision hereof.

17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

18. Attorneys' Fees. If either Party is required to initiate or defend itself in arbitration or litigation proceedings, if permitted under this Agreement, and in any way connected with this Agreement, the prevailing Party in such proceedings, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees and costs, including on appeal and in bankruptcy proceedings. Except as provided in the foregoing, and except as otherwise specifically provided herein, each respective Party hereto shall be responsible for its own legal, accounting, and other professional fees incurred in relation to this Agreement.

19. No Waiver. A Party's failure to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said Party may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained herein by the same or any other Party.

20. 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.

21. No Joint Venture; No Third Party Rights. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties. Nothing contained in this Agreement is intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a Party hereto unless otherwise expressly provided herein.

22. Dissolution; Insufficient Funding; Non-Appropriation. This Agreement shall in no way or manner be construed so as to bind or obligate VRT or Sponsor if either is dissolved, or to bind or obligate VRT or Sponsor beyond the term of (i) any particular appropriation of funds by the state legislature, if applicable, or (ii) any funds provided by a city, a county, the state of Idaho or the federal government necessary for VRT or Sponsor to meet any obligation under this Agreement.

23. Default. No Party shall be deemed to be in default under this Agreement except upon the expiration of 10 business days from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement, unless such Party, prior to expiration of said 10 business day period, has rectified the particulars specified in said notice of default. Subject to the provisions of Section 9, upon the occurrence of any default, the non-defaulting Party shall have all rights and remedies available to it at law or in equity to the same extent as if fully set forth herein word for word, and no remedy available to any Party shall exclude any other remedy available to such Party under the Agreement or under law or equity. All remedies shall be cumulative.

24. Counterparts; Facsimile Delivery. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original when signed and all of which together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile, telecopy, telex, e-mail or other means of electronic communication producing a written copy will be deemed to be as effective as delivery of an original.

End of Agreement

Signatures follow on the next page.

IN WITNESS WHEREOF, the Parties have
executed this Agreement as of the Effective Date.

VRT:

VALLEY REGIONAL TRANSIT

By: Kelli Badesheim
Name: Kelli Badesheim
Its: Executive Director

Date: May 24, 2022

SPONSOR:

CAPITAL CITY DEVELOPMENT CORPORATION

By: _____
Name: John Brunelle
Its: Executive Director

Date: _____

Attachments:

EXHIBIT A – Station hub locations and bicycles

Budget Info / For Office Use	
Fund/District	401
Account	6150
Activity Code	
PO #	220083
Contract Term	October 30, 2022

Exhibit A: Bike Share 2.0 Pilot Number of Bikes and Station Locations

Local Investment	Total Number of Bikes
\$50,000	50
\$100,000	75
\$150,000	100
\$200,000	125
\$250,000	150
\$300,000	175

Bike and Station Locations:

Station Hub	Status	URD y/n	# racks	target # bikes	Running total
Grove Plaza	Existing	n	15	10	10
City Hall	Existing	n	15	8	18
Borah PO	Existing	y	15	5	23
U of I Water Center	Existing	y	10	5	28
13th & Main	Existing	y	9	5	33
Ada Co Courthouse	Existing	y	8	4	37
6th & Broad	Existing	y	10	5	42
Fulton St	Existing	y	10	5	47
9th & Broad	Existing	y	3	3	50
YMCA	Existing	y	8	3	53
15th & State	Existing	y	5	2	55
5th & State	Existing	y	5	2	57
Watercooler	Existing	y	5	2	59
Shoreline	Existing	y	5	3	62
Handlebar	Existing	y	Corral	2	64
Modern Hotel	Existing	y	Corral	3	67
Red Lion	Existing	y	5	2	69
17th & Main	Future	y	5	2	71
27th & Main	Future	y	5	2	73
24th & Fairview	Future	y	5	2	75
CWI property	Future	y	5	2	77
Idaho River Sports	Future	y	5	2	79
Julia Davis - 5th St	Existing	y	5	2	81
Ann Morrison path	Existing	y	5	3	84
State & 35th	Future	y	5	2	86
State & Willow	Future	y	5	2	88
State & Collister (outbound)	Future	y	5	2	90
State & Collister (inbound)	Future	y	5	2	92
Flying M (5th & Idaho)	Flex	y	5	2	94
Trailhead Boise	Flex	y	5	2	96
Grand & Miller	Future	y	5	2	98
Winco	Future	y	5	2	100



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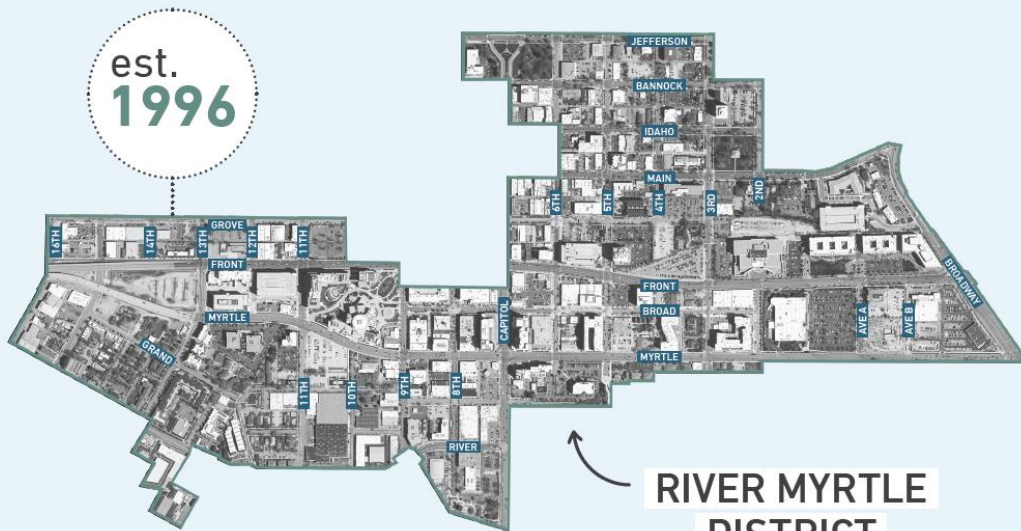
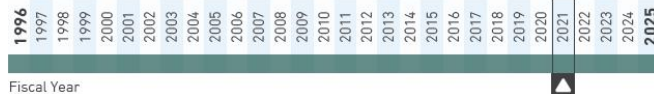


DATE: June 13, 2022
 TO: Dana Zuckerman, Chair
 Board of Commissioners
 FM: John Brunelle, Executive Director
 RE: CCDC Monthly Report

RIVER MYRTLE - OLD BOISE DISTRICT



303 ACRES



DISTRICT MAP



Economic Development

5th & Front Streets - Hotel and Parking Garage - PP Type 3, 5: Installation of the public art piece approved for reimbursement, "Pale Blue Dot," is expected to be complete by August 2022. *Project Lead: Alexandra Monjar*

CW Moore Park Improvements – PP Type 4 Partnership with Boise Parks: This partnership with Boise 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 Board approved the project in March for T4 Agreement Designation. Staff is preparing the final agreement. *Project Lead: Karl Woods*

1103 W Lee Street - 11th and Lee - PP Type 4: The Agency is negotiating final terms and coordination of work scope with the developer for this missing middle housing project, which overlaps with CCDC's Rebuild 11th Street project. An Agreement will be presented for the Board's approval in July. *Project Lead: Alexandra Monjar*

US Assay Office Pathway & Landscaping- 210 W Main St - PP Type 1: The Agency is negotiating final terms with the Developer for this public open space site improvement project. An Agreement will be presented for the Board's approval in July. *Project Lead: Kevin Holmes*

Infrastructure

"Rebuild 11th Street Blocks" - Redevelopment of the 11th Street Corridor - State Street to Grove Street: This project combines the installation of bikeway infrastructure, streetscape improvements, ACHD-planned pavement rehabilitation, and stormwater 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*

Mobility

5th St & 6th St Two-Way Conversion: CCDC is assisting the City of Boise with this high-priority project to convert the two existing one-way corridors to two-way vehicle travel. ACHD previously conducted feasibility studies and performed concept level design work prior to 2019. CCDC will assist the City by managing the Final Design, agency approval and construction processes. A CCDC will enter a Cost Share Agreement with ACHD 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, State of Idaho (Dept. of Admin) and ITD staff on project scope as well as outreach with property owners. Staff anticipates consultant final design work to begin summer 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. CCDC will incorporate traffic signal improvements in 5th & 6th Two-Way Conversion project as listed above. *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

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.

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. CCDC submitted a DR package for review on March 4 and met with the City on April 11 to discuss the submittal. CCDC received a letter regarding the submittal on April 15 and had a follow-up meeting with the City on April 25. CCDC is revising the Design Review drawings for a resubmittal the week of June 6. *Project Lead: Karl Woods*

Linen Blocks – West 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 Avenue 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 Avenue) 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 property owners will be essential. 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 summer 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. CCDC completed public outreach on the draft alternatives in February 2022 with selection of a preferred alternative by Boise City Council at a Work Session on April 5, 2022. The Board approved a task order with The Land Group for Final Design and Services during Construction at the May 2022 Board meeting. *Project Lead: Zach Piepmeyer*

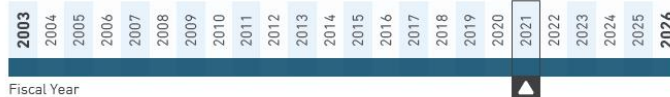
Special Projects

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



157 ACRES



est.
2003



WESTSIDE
DISTRICT

DISTRICT MAP



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 Board approved the T4 Agreement on February 14, 2022. *Project Lead: Karl Woods*

1721 W Idaho Street - 17th and Idaho - Agency-Owned Property: The Agency negotiated a Disposition and Development Agreement with SMR Development LLC as approved at its July 12, 2021 Board Meeting. In accordance with the terms of the Agreement, sale of the property closed on October 15, 2021 and the project is under construction. Work is progressing well and framing is nearly complete. *Project Lead: Alexandra Monjar*

Block 68 Catalytic Redevelopment Project: At its December 2021 meeting, the Board selected Edlen & Company's proposal for disposition of Agency owned property at 1010 W. Jefferson Street and 421 N. 10th Street through a competitive RFP process and approved the Agreement to Negotiate Exclusively (ANE) with the developer in March 2022. The Agency and developer are negotiating terms for two Disposition and Development Agreements (DDA) - one for the Mixed-Use Residential & Mobility Hub Project on Block 68 South involving disposition of 1010 W Jefferson St, and one for the Workforce Housing Project on Block 69 North involving a land exchange of 421 N 10th St for a portion of Block 69 N and the Agency's subsequent disposition of the exchanged properties. The Agency has drafted a Land Exchange Agreement, which it will bring to the Board for approval in July. The agreement stipulates that the exchange will occur immediately prior to selling the exchanged parcels to the Developer subject to conditions in the forthcoming DDA. Work on DDA drafts is ongoing and the developer will begin performing initial due diligence this month. *Project Lead: Alexandra Monjar*

1010 W. Jefferson Street - 10Ten Building - Agency Owned Property: McAlvain companies will be using 60 parking spaces for staging items for Rebuild 11th Street Blocks, as well as using a small office space on the second floor for a construction field office. No significant maintenance items to report. *Project Lead: Amy Fimbel/ Aaron Nelson*

421 N. 10th Street - Agency Owned Property: As of May 30, 2022 the building has no tenants, all signage has been removed. Touch up painting completed to make the exterior more presentable. *Project Lead: Aaron Nelson.*

1700 W Main Street - Rock Hard Granite Renovation - PP Type 1: Approval of the final agreement for this commercial building renovation occurred in February and some demolition has begun with completion expected summer 2022. The developer is working through final permitting with the City of Boise. *Project Lead: Alexandra Monjar*

1655 W. Fairview - Office Renovation - PP Type 1: The Agency has negotiated a final agreement and received the Board's approval in April. Construction began this spring and is expected to be complete later this year. *Project Lead: Kassi Brown*

1070 W. Grove Street - The Sparrow - PP Type 1: The Agency received an application from Imperial 700 LLC for Type 1 assistance to fund public improvements related to the renovation and addition of the former Safari Inn. Extensive improvements to the alleyway will enhance the alley-scape and provide improved safety and walkability. Approval of the final agreement will be considered at the June 2022 Board Meeting on Consent Agenda. *Project Lead: Alexandra Monjar*

1744 W. Main Street - Multi-Tenant Kitchen - PP Type 1: The Agency received an application for Type 1 assistance for public streetscape improvements related to the conversion of an existing building into a food kitchen with 15 individual kitchen areas serving take-out and delivery orders. This project will be considered for Designation by the Board at the July 2022 meeting. *Project Lead: Kevin Holmes*

Infrastructure

"Rebuild 11th Street Blocks" - Redevelopment of the 11th Street Corridor - 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 Street to River Street. ACHD completed the design of bikeway facility improvements for 11th Street from Heron Street to State Street, 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, stormwater upgrades, and the replacement of the underground Boise City Canal Bridge crossing on 11th Street. Jensen Belts Associates lead the design effort and McAlvain Construction Companies is the Construction Manager/General Contractor (CM/GC). Project is awaiting final permitting agency approvals and construction is anticipated to start June 2022. *Project Lead: Amy Fimbel*

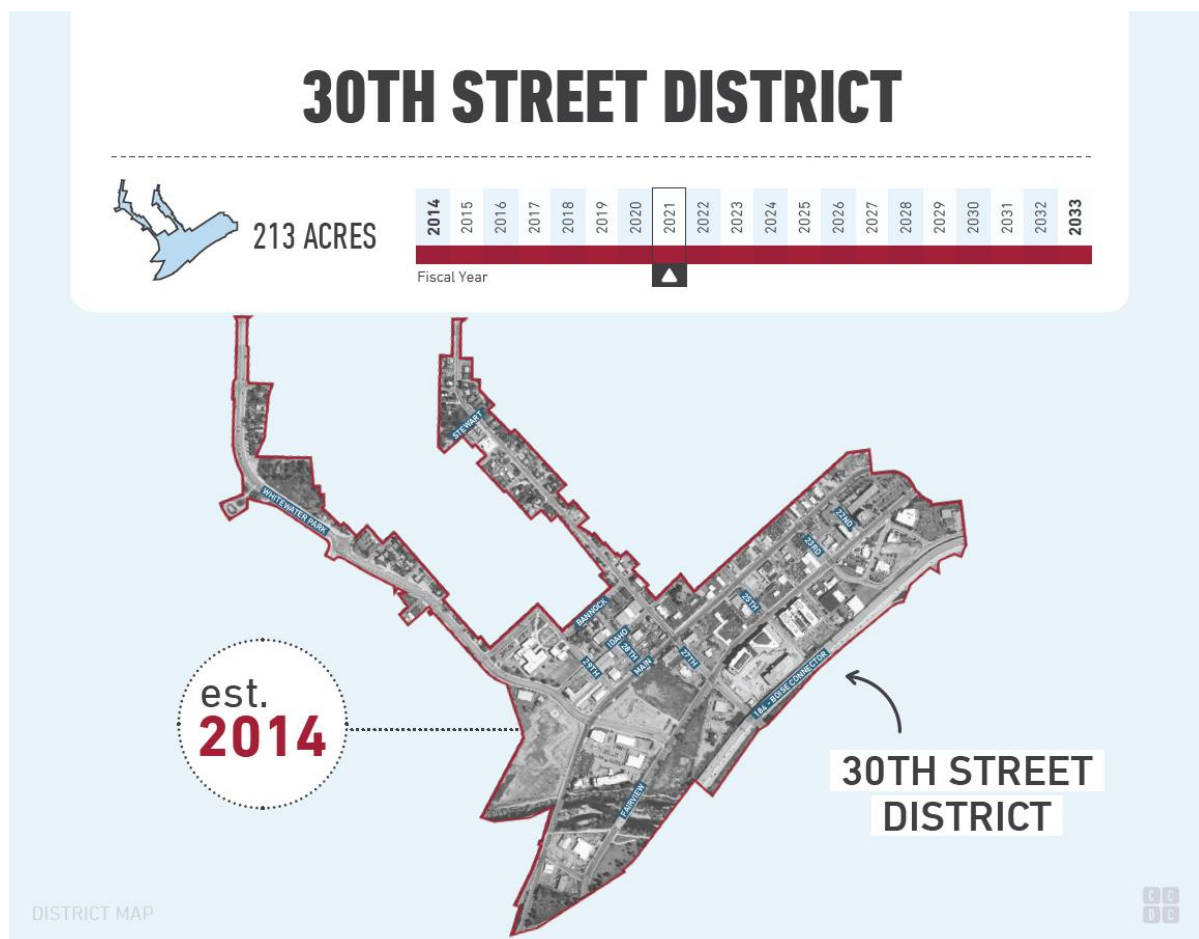
State Street Streetscape & Fiber-Optic Conduit: This is a cost-share project with an ACHD Downtown Boise Implementation Program (DBIP) project to rehabilitate State Street between 2nd & 16th Streets. CCDC-funded improvements include installation of a fiber-optic conduit bank between 8th Street and 15th 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 stormwater infrastructure features in the form of bioretention planters and a landscaped median at select locations throughout the project area. CCDC anticipates a Type 4 participation agreement with the City of Boise for landscaping within the bioretention planters and potential landscaped median features between 12th and 14th Streets. ACHD anticipates bidding this project in June 2022 with construction beginning late summer 2022. *Project Lead: Zach Piepmeyer*

1110 W Grove St - Renegade Hotel - PP Type 4: The Agency has been in communication with Hendricks Commercial Properties to coordinate streetscape and infrastructure improvements as part of the Linen Blocks on Grove Street and 11th Street Bikeway CIP projects with the planned development of this 7-story, 122-key boutique hotel. The Board designated the project for Type 4 Capital Improvement Project Coordination participation to subcontract any scope that would be in the best interest of the public for the

developer to include in their permits. The Agency plans to present a final agreement for Board approval in July or August. *Project Lead: Alexandra Monjar*

Mobility

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 and ACHD jointly completed public outreach on the draft alternatives in February 2022. At a March 15, 2022 Work Session, the Boise City Council affirmed Concept A as the preferred alternative to recommend to ACHD. Agency presented this recommended alternative to the ACHD Commission at a Work Session on April 20, 2022. A Public Hearing for the preferred alternative began at the April 27, 2022 ACHD Commission meeting but the Commission has deferred making a formal decision on the preferred alternative so that property owner concerns can be considered. *Project Lead: Zach Piepmeyer*



Economic Development

2724 W Fairview Ave - The Avens - PP Type 2: The Agency has received an application from Roundhouse to participate in this project to build 160 apartments with Passive House certification, ground floor commercial/retail space, and an extension of North 28th Street connecting Main and Fairview. Future phases could add more apartments and commercial space. Construction anticipated beginning this

fall/winter. The Agency expects to present this project for designation in mid-summer. *Project Lead: Kevin Holmes*

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 has obtained approval for street extension plans from ACHD. The Agency expects to present this project for designation in late summer. *Project Lead: Kevin Holmes*

3205 W Moore Street - Whitewater Townhomes - PP Type 1: Type 1 assistance was approved by the Board at its April 2022 meeting to fund public improvements related to development of nine townhomes on a currently vacant parcel. The project will extend Moore Street and associated streetscapes as well as upgrades to power and water lines. Approval of the final agreement will be considered at the June 2022 Board Meeting on Consent Agenda. *Project Lead: Alexandra Monjar*

Mobility

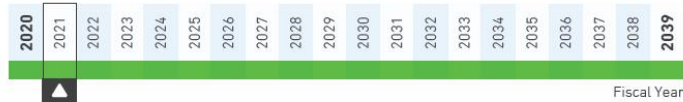
Main and Fairview Transit Stations: The City of Boise, Valley Regional Transit and CCDC are redesigning and constructing improvements at six bus stops along Main Street and Fairview Avenue between North 27th Street and North 16th Street. Transit stations are fully operational and Wright Brothers is finishing punchlist work. *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 and the Board approved a Type 4 Participation Agreement to subcontract for the construction of this platform in March 2022. Station construction is planned to begin in May and be complete by fall 2022. *Project Lead: Alexandra Monjar*

SHORELINE DISTRICT



195 ACRES



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SHORELINE DISTRICT

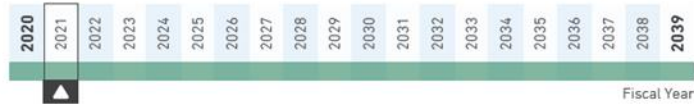
Economic Development

17th Street Streetscape Improvements, Shoreline Drive to Cul-de-Sac: Pedestrian improvements to address the current gaps in the sidewalk and install additional overhead lighting on 17th Street between Shoreline Drive and the east end of 17th street (cul-de-sac). The goal of this effort is to improve safety and mobility within the public right-of-way on 17th Street. Consultant to be selected summer of 2022. Construction anticipated in late 2022. *Project Lead: Kassi Brown*

818 W Ann Morrison Park Drive - Mixed-Use - PP Type TBD: Continued tracking of project to include new five-story mixed-use residential building with 91 units (282 BR) and ground floor commercial space with associated site improvements on property. Private auto and bike parking included in project plan.
Project Lead: Kevin Holmes

GATEWAY EAST DISTRICT

2,643 ACRES



DISTRICT MAP

Economic Development

1001 E Gowen Road – AZEK – PP Type 2: The Board approved this agreement at its February meeting. Decking manufacturer AZEK is investing over \$123 million to retrofit the old Shopko building, and full operation is expected in May and the developer is preparing cost documentation materials. *Project Lead: Alexandra Monjar*

951 E Gowen Road - Red River Logistics and Commerce Centers - PP Type 2: The Board approved this agreement at its February meeting to participate in the extension and public dedication of Production Street and associated utility and streetscape improvements. This street extension is included in the Gateway East District Plan and will open opportunities for additional development on adjacent vacant parcels. *Project Lead: Kevin Holmes*

Mobility

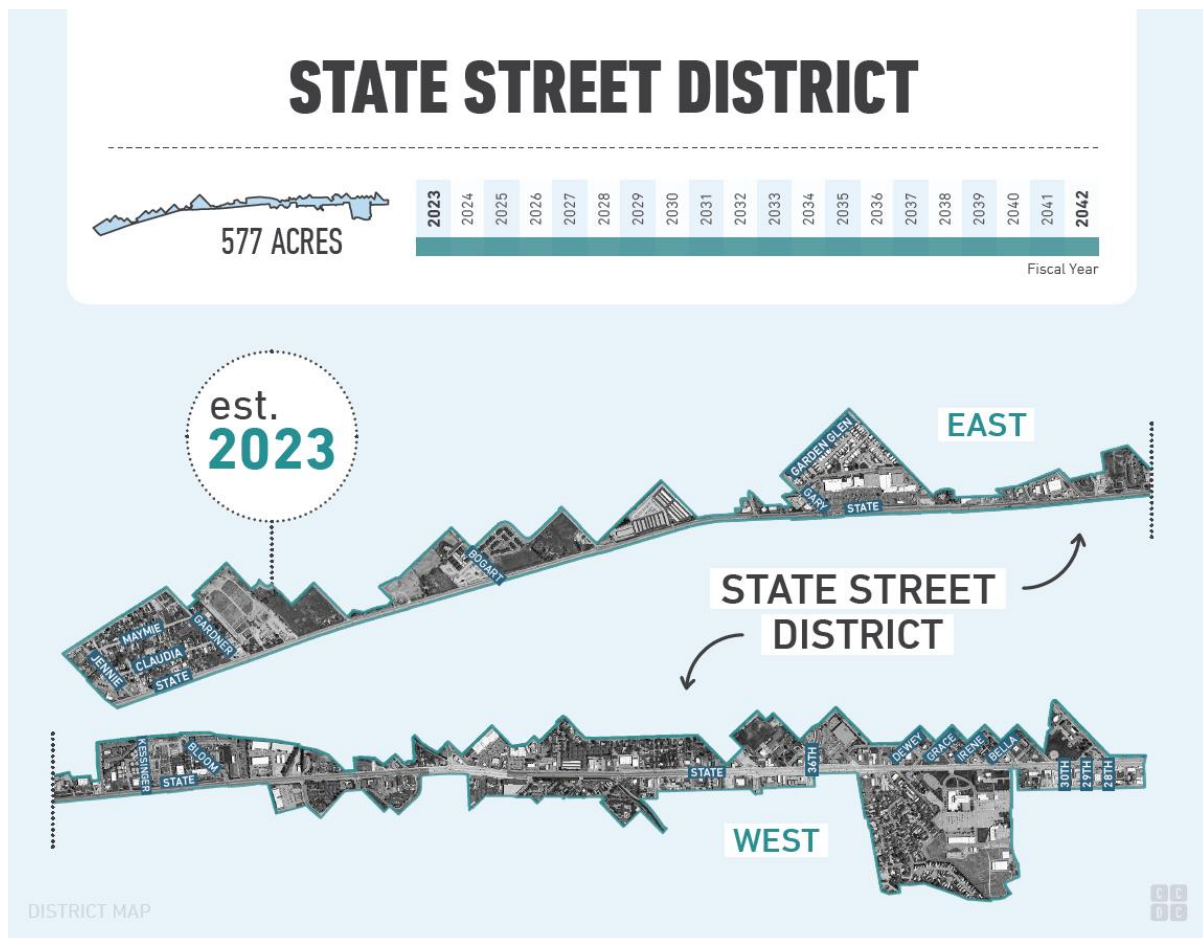
Gowen Road - ACHD Cost Share - PP Type 4: This is a cost-share project with an ACHD bridge replacement project on Gowen Road at the railroad crossing. CCDC-funded improvements include installation of a fiber-optic conduit bank between Exchange Street and Eisenman Road, a wider sidewalk on the approaches 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: CCDC contracted with Civil Survey Consultants (CSC) on an initial task order to analyze three different pedestrian facility alternatives. Through discussions with the City, Boise School District, and ACHD, CCDC has selected a preferred alternative to construct an interim five-foot wide asphalt pathway along the frontage of the Blue

Valley Estates Mobile Home Park. Kick-Off Meeting held in May and pending permit approval, the geotechnical investigation will begin in June. *Project Lead: Kassi Brown*

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 in June 2022. *Project Lead: Amy Fimbel*



New District – State Street: The State Street Plan to promote compact, mixed-use, mixed-income, neighborhood-oriented development supportive of and supported by transit and other alternative transportation along the State Street corridor, was approved by City Council on October 12, 2021. The final reading was November 2, 2021 and the ordinance was published in the Idaho Statesman on November 3, 2021. District establishment is complete, with a base valuation date of January 1, 2021; a District sunset date of December 31, 2041; and tax increment revenue to the District terminating by September 30, 2042. *Project Lead: Matt Edmond*

AGENCY WIDE – ALL DISTRICTS

Parking & Mobility

Parking Management Plan Rewrite: The Agency is working on an Amended and Restated Public Parking Management Plan to replace the current Parking Management Plan that was originally written in 1988. The new Plan will follow an Accredited Parking Organization format as developed by the International Parking & Mobility Institute. Staff will present the draft Plan in the work session during the July Board meeting. *Project Lead: Matt Edmond*

Boise Bike Share 2.0: Valley Regional Transit is seeking sponsorship funding for a Bike Share 2.0 pilot program in and around downtown Boise this summer. Agency staff will propose a sponsorship agreement for consideration at the June Board meeting. *Project Lead: Matt Edmond*

ParkBOI - Garage Stairwell Handrails: Cascade Enterprises will be removing out of compliance handrails and cable guards and refabricating, painting and reinstalling new ones in the 9th & Main, 10th & Front, Capitol & Main, Capitol & Myrtle Garages, anticipated construction start is July 2022. The project estimated cost is (\$397,000). *Project Lead: Aaron Nelson*

ParkBOI- Garage Systemwide Projects- Spring cleaning: ParkBOI power washes the six Agency owned garages twice a year, in the spring and fall, to promote sustainability and safety. The Spring-cleaning started March 18 and completed June 4, 2022. *Project Lead: Aaron Nelson*

421 N 10th St Property- As of May 30, 2022 the building has no tenants and all signage removed. Touch up painting performed to make the exterior more presentable. *Project Lead: Aaron Nelson*

ParkBOI - 10th & Front Garage - Stairwell Enclosure: Guho Corporation enclosed the stairwells with storefront windows in order to prevent weather damage and water infiltration. Construction started February 28, window enclosure is complete as of March 15. Painting of the stair towers started May 19 with expected completion date by June 10. Lighting upgrades inside the stairwells will occur in June. The project estimated cost is (\$87,000). *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: Consurco won the contract for the 9th & Main and Capitol & Main garage membrane project. Patching the waterproofing membrane every 3-5 years will help extend the life of the garage. Construction will start the second week of July, with estimated completion to be at the end of August. Work will involve full closures of each garage with Capitol & Main on Thursday-Monday, July 14-18 and 9th & Main, Thursday-Monday, August 4-8. The contract amount is \$394,592. *Project Lead: Aaron Nelson*

Condominium Associations

Building Eight Condominiums Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	Capitol & Myrtle Parking Garage (Unit 2)	35%
Raymond Management	Hampton Inn & Suites (Unit 1)	62.5%

Hendricks	Retail Units (Units 3 & 4)	2.5%
Condo Board Meetings		
Last Meeting	Next Meeting	Next Report Due
December 20, 2021	December 2022	December 31, 2022
Issues/Comments:	The Agency is working on expanding EV charging stations to all garages this calendar year.	

Front Street Condominium Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	9 th & 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	October, 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	9 th & 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
January 3, 2022	TBD	TBD
Issues/Comments:		

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VI. ADJOURN



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