



**BOARD
OF
COMMISSIONERS
MEETING
July 11, 2022**

CAPITAL CITY DEVELOPMENT CORPORATION

Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
July 11, 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://ccdcb Boise.com/board-of-commissioners/>

A G E N D A

I. CALL TO ORDER Chair Zuckerman

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS Chair Zuckerman

III. WORK SESSION

A. Participation Program Policy Update (30 minutes) Alexandra Monjar/Doug Woodruff

B. 1721 W Idaho Type 5 Project Update (10 minutes).....Alexandra Monjar/Shellan Rodriguez, SMR Development

IV. ACTION ITEM: CONSENT AGENDA

A. Expenses

- 1. Approval of Paid Invoice Report - June 2022
- 2. Approval of Paid Invoice Report - May 2022

B. Minutes and Reports

- 1. Approval of June 13, 2022 Meeting Minutes

C. Other

- 1. Approve Resolution 1776 - 1103 W. Lee St. - 11th & Lee - T4 Participation Agreement
- 2. Approve Resolution 1775 - Interagency Agreement with ACHD for State Street URD
- 3. Approve Resolution 1774 - Amendment No. 1 to Task Order 19-002 with Kittelson & Associates, Inc for Professional Design Services for the 8th Street Improvements Project, State to Franklin

V. ACTION ITEM

A. CONSIDER: Approve Resolution 1778 - Block 68 Catalytic Redevelopment Project Land Exchange Agreement with the YMCA (10 minutes).....Alexandra Monjar

B. CONSIDER: Approve Resolution 1777 - Purchase and Sale Agreement for acquisition of 703 S 8th Street (10 minutes)Alexandra Monjar

C. CONSIDER: Approve Resolution 1756 - Old Boise Blocks on Grove Street Streetscape Improvements Project - Design Professional Services Agreement with Jensen Belts Associates (15 minutes)
..... Karl Woods /Kim Siegenthaler, Jensen Belts

D. CONSIDER: 2426 N Arthur St - State & Arthur Apartments - T1 Participation Designation (10 minutes)
.....Kevin Holmes

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



AGENDA BILL

Agenda Subject: Work Session: Participation Program Policy Update		Date: July 11, 2022
Staff Contact: Doug Woodruff Alexandra Monjar	Attachments: 1) Redlined Participation Program policy document 2) Draft State Street Participation Program policy document with redlines	
Work Session Item: For informational purposes, provide feedback on proposed policy updates and draft State Street Participation policy document.		

Background:

The Agency’s Participation Program (Program) was adopted in March 2013 and updated in 2015, 2019, and 2021. The Program is designed to be statutorily compliant, financially sustainable, transparent, understandable, consistent, and expeditious. The Program successfully guides the Agency’s public-private partnership project funding strategy, and since 2013, CCDC has invested \$70 million leveraging \$1.9 billion in private development-working out to over \$27 dollars of private investment for every \$1 dollar of Program funding.

At CCDC’s June 2022 Board of Commissioners’ meeting, Agency staff presented a review of the program and three situations prompting considerations for program updates: 1) continual improvements to the Program; 2) the upcoming sunset of River-Myrtle Old Boise (RMOB) and Westside (WS) Districts; and 3) the recent establishment of the State Street District.

The proposed updates address these situations while maintaining the balance of the Program with CCDC’s important work with partner Agencies and its Capital Improvement Plan:

- 1) To increase the Program’s effectiveness in enhancing the quality of development and catalyzing transformative projects, the Agency proposes:
 - The addition of project criteria to the Type 1 program reinforcing the intent to fund projects aligned with a District’s objectives, and
 - Defining Affordable Housing developed with Low Income Housing Tax Credits (LIHTC) and the participation of an additional public agency as eligible for Type 3 participation. This change would allow the Agency to participate in these projects to the fullest extent possible and with the possibility for reimbursement immediately following project completion instead of over an eight-year reimbursement term.

- 2) To address the Agency’s ability to meaningfully influence and participate in large projects completed near a District’s sunset, the Agency proposes updating the Type 2 program to include an option to reimburse projects with funds programed in the Capital Improvement Plan when such project meet Type 2 criteria and will be completed within 2 years of a District Sunset.

- 3) To fine-tune the program to effectively incentivize projects aligned with the State Street District's unique transit-oriented focus and urbanizing context, the Agency proposes the creation of a State Street Participation Program based in the standard program but with a specialized Scorecard, implementing and incentivizing design guidelines and policy recommendations developed through several plans and consolidated into the State Street District Framework Plan.

In addition to these revisions, minor grammatical and administrative updates and clarifications have also been included.

Next Steps:

The Agency plans to share the draft State Street Participation Program policy document with agency partners including the City of Boise and members of the development community for feedback and fine-tuning of the proposed Scorecard to ensure that the program aligns with the goals of the Framework Plan, the City of Boise, and functions within market realities. Between now and August, the Agency will incorporate this feedback along with feedback from the Board and present final drafts of the regular policy and State Street policy for Board approval on August 15, 2022.

Fiscal Notes:

The Participation Program is designed to be fiscally self-sustaining for all development projects by reinvesting a portion of the TIF each project generates back into the public improvements related to the project. Increasing the percentage of a reimbursement or shifting the reimbursement source from TIF to budgeted funds will ultimately reduce funds for other CIP projects. Agency staff, with the approval of the Board, will work to balance funds dedicated to Participation Program projects with Agency-initiated projects considering a District's remaining planned projects, available funds, and the qualities of any project requesting assistance.

Staff Recommendation:

Provide feedback on the suggested updates and draft State Street Participation Program policy document as well as the proposed next steps.



PARTICIPATION PROGRAM

Stimulating downtown development with public infrastructure

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Overview & Goals

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

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

Type 1 - One Time Assistance

Type 2 - General Assistance

Type 3 - Transformative Assistance

Type 4 - Capital Improvement Project Coordination

Type 5 - Property Disposition

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

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

Statutory Framework

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

Idaho Code 50-2002 URBAN RENEWAL LAW (excerpt)

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

Idaho Code 50-2902 ECONOMIC DEVELOPMENT ACT (excerpt)

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

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

Best Practices

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

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

Eligible Expenses

The Program can assist private and public development projects with improvements that benefit the public, which are located in the public right of way. These are called Eligible Expenses. All Eligible Expenses are paid by project owner/developer as expenses are incurred, and CCDC reimburses for Eligible Expenses after the project is complete. CCDC will pay for public improvements as defined in the Boise City Streetscapes Standard manual or approved by the City.

Eligible Expenses generally include:

- Sidewalks, ADA pedestrian facilities, street lights, and furnishings (benches, bike racks, trash receptacles, etc.)
- Streets/road paving, curb and gutter
- Street trees, irrigation, and suspended paving systems when required
- Awnings located over public right-of-way or [a public easement area](#) that meet the criteria outlined in the Program Definitions (under Section 9. Walkability). Acceptable Eligible Expenses for awnings will be determined by comparing the request to conventional, commercially reasonable estimates, which are evaluated on a per square foot basis as part of the Participation Program application. CCDC may determine that some but not all of the awning expenses are in the public's best interest.
- Utility main lines and distribution facilities (power, water, geothermal water, sewer, phone, fiber)
- Certain expenses for exterior façade restoration improvements for buildings deemed to be of significant historic and/or aesthetic value to the public and conditioned upon a perpetual building façade easement being accepted by the City of Boise Historic Preservation Commission
- Public plazas and/or parks that meet the criteria outlined in the Program Definitions (Under Section 5. Connectivity) and are approved by the Boise City Parks and Recreation Department and in a perpetual open space easement*
- Public art – when selected **and** approved by the City of Boise Arts and History Department as outlined in Program Definitions (Under Section 9. Walkability) and in the public right-of-way or under an easement* or agreement with the City of Boise
- Certain environmental remediation improvements as may be preparatory to construction are evaluated on a case by case basis. An example of an eligible environmental remediation cost would be the hard costs for the removal of an underground storage tank in the public right of way. Soft costs, such as environmental assessments and costs within a private building, such as asbestos abatement, are not eligible for general assistance.
- Extended sidewalks areas/plazas that are approved by the Boise City Design Review and in a dedicated public easement area accepted by the City of Boise
- CCDC may reimburse for general conditions / general requirements related to work on Eligible Expenses described above, limited to five percent (5%) of total actual Eligible Expenses.

The project including the associated public improvements must be approved by Boise City and/or appropriate public agency with jurisdiction (i.e. ACHD, ITD). Certain Eligible Expenses must meet specific criteria defined by CCDC's "Program Definitions" found at the end of this document (after

the Scorecard).

Ineligible Expenses:

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

New curb cuts and driveway approaches are generally not eligible for reimbursement. Exceptions to this include alley approaches and may include projects that consolidate or otherwise significantly reduce the number or width of previously existing driveways on a frontage.

~~**NOTE:** Awnings serve a public purpose and help promote a walkable and livable downtown by providing protection from the elements to anyone using the sidewalk. Awnings that cover sidewalk/patio dining allow the public to enjoy the public space throughout all of Boise's seasons and stimulate economic opportunities for local businesses. To be considered an eligible expense, awnings must be located in the public right of way or public easement area, and must meet the standards defined in the Program's Definitions (under Section 5. Connectivity). Acceptable Eligible Expenses for awnings will be determined by comparing the request to conventional, commercially reasonable estimates, which are evaluated on a per square foot basis as part of the Participation Program application. Eligible Expenses must be approved by the Board Commissioners and CCDC may determine that some but not all of the awning expenses are in the public's best interest.~~

*See page 8 for more information on easements.

Easements

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

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

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

It is recommended that developers include potential sites for public art in plans submitted to Design Review and include an estimate for public art in their application to CCDC. Public art attached to a building façade may require a license agreement in place of a public easement. Boise City Department of Arts & History will determine the appropriate agreement, which must be in place for art to be considered an Eligible Expense.

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

Key Program Conditions

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

Typical Participation Program Process

Step 1

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

Step 2

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

Step 3

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

Step 4

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

Step 5

- Developer completes project and associated public improvements

Step 6

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

Step 7

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

Step 8

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

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

Type 1: One Time Assistance

Objective: This program Type will provide resources of up to \$200,000 for public improvements and is intended to assist smaller projects on their own schedule, often triggered by a tenant improvement. The funding is based on a dollar for dollar match with the private developer's investment. ~~Applicants are encouraged to review and implement the applicable urban design guidelines found in the Participation Program Scorecard.~~

Criteria: Eligibility for a T1 is evaluated by how well the application advances the Agency's five key strategies and the associated adopted plans. Agency staff and the CCDC Board will utilize the criteria below when reviewing applications. It is expected that projects will meet three or more of the below criteria, though flexibility is provided for unique properties and developments.

- Activation and redevelopment of dormant, disinvested, and/or deteriorating/deteriorated sites. This could include vacant land and buildings, surface parking, or other underutilized properties.
- Advances economic development goals of the district and catalyzes further investment. The creation of jobs and additional tax income brings benefits to the district at large.
- The project advances specific goals of the subject district. For example, developing connections to the river in the RMOB District or the construction of mobility facilities in the State Street District. Consult with staff for direction of specific goals related to the district in which your project is located.
- Supports affordable and workforce housing for residents whose income is at or below Area Median Income.
- Promotes connectivity and mobility with the addition of new streets, alleys, pathways, sidewalks, bike infrastructure, or transit facilities.
- Construction of public amenities such as street furnishings, public art, or improvements related to public community gathering and event spaces.
- Alignment with other redevelopment efforts occurring in the nearby area. This could include public improvements such as street or utility upgrades or private developments which expand the impact of Agency funds.

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

Timing: T1 applications can be submitted anytime throughout the year and are processed based on available resources set forth in the budget and Capital Improvement Plan. The applicant should submit before building permits have been obtained. T1 agreements will generally be considered for approval by the CCDC Board after approval of a design review or relevant development application

that includes the proposed improvements. The project is typically seen by the CCDC Board twice. First, as an opportunity to introduce the project to the board and request project “designation” as eligible for CCDC funding. The second time is generally to approve the T1 Participation Agreement.

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

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

<u>Example</u>	<u>Private Improvements</u>	<u>Public Improvements</u>	<u>Total Budget</u>	<u>CCDC Reimbursement</u>
<u>New Construction</u>	<u>\$1.2 million</u>	<u>\$300,000</u>	<u>\$1.5 million</u>	<u>\$200,000</u>
<u>Major Exterior Remodel</u>	<u>\$800,000</u>	<u>\$150,000</u>	<u>\$950,000</u>	<u>\$150,000</u>
<u>Minor Exterior Remodel</u>	<u>\$50,000</u>	<u>\$150,000</u>	<u>\$200,000</u>	<u>\$100,000</u>
<u>Public Improvements Only</u>	<u>\$0</u>	<u>\$150,000</u>	<u>\$150,000</u>	<u>\$75,000</u>

<u>Example</u>	<u>Private Improvement</u>	<u>Public Improvements</u>	<u>Total Budget</u>	<u>CCDC Reimbursement</u>
<u>New Construction Housing Project</u>	<u>\$1.2 million</u>	<u>\$300,000</u>	<u>\$1.5 million</u>	<u>\$200,000</u>
<u>Exterior Remodel (includes awnings and streetscapes)</u>	<u>\$800,000</u>	<u>\$150,000</u>	<u>\$950,000</u>	<u>\$150,000 (can only reimburse for public improvements)</u>
<u>Public Improvements Only (i.e. Awnings)</u>	<u>\$0</u>	<u>\$150,000</u>	<u>\$150,000</u>	<u>\$75,000</u>
<u>Awnings and Exterior Paint</u>	<u>\$50,000</u>	<u>\$150,000</u>	<u>\$200,000</u>	<u>\$100,000</u>

Type 2: General Assistance

Objective: Type 2 (T2) participation provides general assistance for public improvements and is intended to assist larger projects and include a broader scope of Eligible Expenses. The Type 2 program is especially tuned to assist Affordable and Workforce/Mixed-Income Housing projects which are important to the long-term sustainability of downtown Boise. The Scorecard is a key feature of this assistance (pages 22-24). The legal parcel(s) constitutes the site for a project. However, at the Board's discretion, a phased development may be scored independently if this better advances program goals. The scoring criteria and point values are an extension of the statutory charge of urban renewal and the associated adopted plans, and are aimed at advancing the Agency's 5 key strategies. Scoring results are identified as Level A, B and C; with Level A being the highest scoring Level. Please note, the attached Scorecard is used for downtown districts - Westside, 30th Street, River Myrtle-Old Boise, and Shoreline.

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

Timing: Type 2 assistance can be applied for at any time prior to obtaining building permits but preferably before or during project design in order to maximize a project's score. T2 Participation Program Agreements will be considered for approval by the CCDC Board after approval of a development application that includes the proposed public improvements. It can be helpful to obtain a Scorecard and discuss the project design with CCDC prior to submitting drawings to the City. The Scorecard incentivizes urban design, and a project could qualify for a higher Level rating by making certain, sometimes minor, adjustments.

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

Assistance is limited by the lesser of:

- 1) The agreed upon Eligible Expenses of the project or
- 2) A portion of the project's tax increment value as determined by its Scorecard ranking for the qualified reimbursement term.

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

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

Step 1:

- Start with projects Total Development Cost Estimate (includes land value)
- Example: \$10,000,000 Level A project

Step 2:

- Subtract current assessed value = **Added Tax Value**
- Example: \$10,000,000 - \$500,000 = \$9,500,000

Step 3:

- Multiply by 80% of Added Tax Value = **New Project Value**
- Example: \$9,500,000 x 80% = \$7,600,000

Step 4:

- Multiply the New Project Value x Levy Rate* = Annual estimate of taxes generated by new project (TIF)
- Example: \$7,600,000 x 0.013 = \$98,800 *Levy Rate is adjusted annually by Ada County

Step 5:

- Multiply the annual tax estimate by the factor indicated by the Scorecard (this will be based on how the project scores and its eligibility for housing incentives, between 50-100% of tax increment) = Annual reimbursement estimation.
- Example: \$98,800 x 80% = \$79,040 **Annual Reimbursement**

Step 6:

- Multiply the Annual Reimbursement amount by the qualified reimbursement term.
- Example: \$79,040 x 4 years = \$316,160 Estimated Total Potential Reimbursement

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

Reimbursement Term:

The Type 2 reimbursement typically begins 18-24 months after the Project is complete. At the time that the Full Assessed Value of the project has been added to the Primary Tax Roll by the Ada County Assessor and the tax assessments have been paid. ~~For projects that are completed within the last four years of a District's life, CCDC may consider utilizing the Occupancy Year, which reflects a pro-rated value, as the first year of increment available to the project for reimbursement. Reimbursement schedules for Affordable, Mixed Income or Workforce Housing projects in districts with a term ending in six years or less are negotiable at CCDC's discretion. Utilizing the~~

~~Occupancy Year or a negotiated reimbursement schedule will be need based and only considered in cases where the Eligible Expenses would not otherwise be fully reimbursed in the remaining District term.~~

The following chart explains the levels of reimbursement based on project type and Scorecard Level. Affordable and Mixed-Income/Workforce rental housing projects can qualify for extended terms and Affordable projects can receive 20% of increment reimbursement in addition to the reimbursement factor determined by the project Level. See definitions below to determine eligibility.

Project Type	Qualification	Reimbursement %	Maximum Reimbursement Term
SCORECARD			
Level A	Score: 140 + points	80% of Tax Increment	4 years
Level B	Score: 120 – 139 pts	50% of Tax Increment	4 years
Level C	Score: 119 and below	0% of Tax Increment	n/a
RENTAL HOUSING DEVELOPMENTS			
Affordable Housing <i>(Low Income Housing Tax Credit project or equivalent)</i>	Serving 60% and below Area Median Income (AMI) on average	Based on Scoring Level + 20% of Tax Increment	8 years
Mixed-Income/ Workforce Housing	Serving 100% AMI and below	Based on Scoring Level	6 years
All Other Housing	Serving 101% AMI and above	Based on Scoring Level	4 years

NOTE: In no circumstance can the reimbursement extend beyond the last fiscal year of the Urban Renewal District in which a project is located.

Requirements for Housing Developments to qualify for additional Reimbursement Incentives:

1 – Must meet either of the below definitions:

- A. Affordable Housing Definition: A residential project that is funded with Low-Income Housing Tax Credits awarded by the Idaho Housing and Finance Association or equivalent. Project must serve households whose incomes are at or below 60% Area Median Income in Ada County by charging associated rents as defined by current U.S. Housing and Urban Development Department Standards.
- B. Mixed-Income/Workforce Housing Definition: Residential projects with 10 or more dwelling units, in which not less than 10% of the units serve households whose incomes are at or below 100% Area Median Income in Ada County by charging associated rents as defined by current U.S. Housing and Urban Development Department Standards. Income qualified units must be integrated throughout the development cohesively with the market rate units. No visible difference between the income-qualified and market rate units should be obvious from the exterior.

2- Must Income Qualify Residents

Income Qualification Requirements:

In order to obtain an increased reimbursement term, Project's must income qualify tenants for the income restricted units. Income qualification must be verified at lease up and at unit turn-over though the City of Boise's Housing and Community Development Division or equivalent Housing Authority (HUD, IHFA). The income qualification period will be negotiated on a project-by-project basis and will be, at a minimum, the CCDC reimbursement term.

Reimbursement Term Exceptions:

Occupancy Year: CCDC may consider utilizing the Occupancy Year, which reflects a pro-rated value, as the first year of increment available to the project for reimbursement in the following situations:

- 1) Affordable, Mixed-Income or Workforce Housing projects completed within the last six years of a District's life.
- 2) Projects completed within the last four years of a District's life.

CIP Resources: CCDC may program the Capital Improvement Plan (CIP) with resources to assist T2 projects that reach completion within two years of a District's termination date. Contingent upon available resources set forth in the budget and CIP, Participants may negotiate reimbursement schedules that fully reimburse Eligible Expenses before or by District termination. The CCDC Board has full discretion to approve negotiated reimbursement terms. The project must be complete 120 days prior to District Termination Date in order to receive any reimbursement for Eligible Expenses.

Affordable, Mixed-Income or Workforce Housing: CCDC may negotiate reimbursement schedules meeting the definitions above to include Occupancy Year reimbursement or use of CIP resources.

Utilizing Reimbursement Term Exceptions will be need-based and only considered in cases where the Eligible Expenses would not otherwise be fully reimbursed in the remaining District term.

Agency Capital Project Coordination with T2s:

In situations where a T2 project site overlaps with an underway CCDC capital project, CCDC and Type 2 Participant may negotiate design coordination, construction schedules, and reimbursement terms and conditions with the goal of advancing the aims of urban renewal and economic development. This coordination may include the stipulation that work done in the overlapping sites may be reimbursed with terms and conditions similar to those used in Type 4 agreements.

Type 3: Transformative Assistance

Objective: The intent of the Type 3 (T3) transformative assistance is to make available a more customized opportunity for transformative projects and to consider certain projects which don't otherwise fit well into the other program types. T3 participation is available to assist large public or private projects that are deemed by the CCDC Board to be transformative in nature and of benefit to the community at large. Projects that meet the Affordable Housing definition in the Scorecard and include partnership(s) with other public entities that serve to provide housing and services to those most in need in our community may be eligible for T3 participation.

In general, a transformative project is a higher value project that may include the construction of a significant public facility. The project should have a high likelihood of maintaining an enduring presence in the community. The goal for Intergovernmental/Public projects is to use limited district monies to leverage additional resources (federal, state, local, other) in the downtown revitalization effort. For example, matching a federal grant for construction of a project, or shared funding between intergovernmental units for construction of a public facility.

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

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

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

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

Reimbursement:

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

Intergovernmental/Public Projects: The project cost share will be determined by the Board and

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

Type 4: Capital Improvement Project Coordination

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

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

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

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

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

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

Type 5: Property Disposition (CCDC-owned property)

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

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

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

Eligible Expenses: A project may qualify for a reduction in land price up to an amount determined by a third party appraisal, which is based on the proposed project's expenses and financial pro-forma. The disposition of any property for private or nonprofit development will be formalized in a Disposition and Development Agreement (DDA) which will require a determination of fair value for the proposed use, which may be stipulated or restricted, based on the property redevelopment objectives. A re-use appraisal or similar method suitable to the individual property redevelopment goals will be used to establish pricing and shall include the cost to construct necessary public improvements as part of the pricing. A commercial appraisal will also be done to establish a price for initial disposition of the property. Any private entity will be required to purchase the property from CCDC and pay that initial price. If any rebate of property value, as advised by the re-use appraisal is determined, it will only be made after project completion as a reimbursement.

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

Property Acquisition Guidelines and Strategy: CCDC allocates resources for Type 5 property acquisition in its budget and Capital Improvement Plan. Each acquisition will have its unique process such as whether CCDC engages a broker, the type of site control sought, and agreement and method employed such as purchase, lease, ROFR, Option, etc. When identifying property and completing acquisition, the Agency will prepare a timeline for next steps for asset management, i.e. issuing an RFQ/P, remedy of barriers to development such as environmental remediation, lot realignment/consolidation, etc.

CCDC's intention is to not hold or manage property long term, but to dispose or convey property to create a public good, meet community needs, spur economic development, and/or increase tax revenue by leveraging private development.

Property proposed for acquisition must meet all of the following requirements:

1. Property is located within an Urban Renewal District
2. Staff may provide findings that acquisition is likely to advance the Urban Renewal Plan
3. Potential redevelopment opportunities are identified in support of acquisition
4. Acquisition and/or disposition does not/will not displace decent housing or thriving business

Property proposed for acquisition should also meet at least one of the following criteria:

- Housing Supply Opportunity
 - Promotes housing infill that enhances neighborhood fabric
 - Provides an opportunity to create Affordable, Workforce/Mixed-Income Housing
 - Proximity to schools, transit stops, residential services, or Activity Centers
 - Promotes Transit Oriented Development
 - Protects the fabric of community (pedestrian experience, affordable or workforce housing, an existing community need/public good, etc.)

- Property is Vacant or Underutilized
 - High or complete vacancy, abandoned, low density, undeveloped, etc.
 - Needs additional development, more density than currently allowed
 - Surface Parking Lot

- Catalytic Potential
 - Site represents a catalyst for area/neighborhood if redeveloped in a certain fashion
 - Underdeveloped property where improvement value is less than land value
 - Property is part of a parcel assemblage to meet a long term goal: community project, affordable housing, place making, transit, etc.
 - Highly visible location:
 - Corner lot, can spur redevelopment or change the atmosphere of the block
 - Located on or near a major road or corridor, near major development, major employer, etc.
 - Partnership Potential – Public or Private
 - Property presents a unique barrier to conventional development:
 - Environmental cleanup needs (perceived or actual)
 - Land Owner who doesn't develop
 - Historic Preservation issues, concerns, requirements
 - Unique Boise landmark

- Economic Development Opportunity
 - Site represents opportunity for job creation, new business development, and/or enhancing the creative economy
 - Property is exceptionally low cost and/or low risk

- Site is well suited to serve a Community Need through place making, i.e. ice rink, public plaza, parks, or other amenity.
- Site is well suited to address an area-wide infrastructure deficiency as part of a larger redevelopment plan, such as but not limited to: public parking garage, sewer lift station, power substation, storm water bioremediation facility, mobility infrastructure or public right of way, etc.



SCORECARD

To be used to determine Project Level for all Type 2 and Type 3 projects and as needed and at the discretion of CCDC for other Program Types.

CCDC PARTICIPATION PROGRAM SCORECARD

NOTE: This Scorecard is used for downtown districts – Westside, 30th Street, River Myrtle-Old Boise, and Shoreline.

SCORING LEVELS

Level A +140 points

Level B 120-139 points

Level C <120 points

1	Activate Dormant/Disinvested Sites (1 Only)		20
	a	reuse of existing building	18
	b	convert surface parking	16
	c	replace dormant building	10
	d	reuse of vacant land	10
2	Reuse of Targeted Sites (1 Only)		20
	a	reuse of historic register building	15
	b	reuse of automotive site	15
	c	reuse of dry cleaner site	15
3	Environmental Remediation (1 Only)		20
	a	>\$100,000 costs	16
	b	\$50,001-\$100,000 costs	12
	c	\$10,000-\$50,000 costs	12
4	Utility Infrastructure (all that apply)		15
	a	replace or expand geothermal	15
	b	replace or expand <u>city-owned</u> fiber <u>conduit</u>	10
	c	<u>project is "broadband ready"</u>	15
	d	replace or expand power	15
	e	replace or expand sewer	15
	f	replace or expand water	15
	g	storm water mitigation	15
5	Connectivity (all that apply)		20
	a	add a street	20
	b	add or substantially improve transit facilities	19
	c	add a ground level plaza / park	17
	d	add an alley	15
	e	add a pathway	10
	f	add or substantially improve a sidewalk	5
	g	add or substantially improve bike facilities	5
6	Compact Development (1 Only)		10
	a	4.0 to 5.0+ FAR	9
	b	3.0 to 3.9 FAR	8
	c	2.0 to 2.9 FAR	7
	d	1.0 to 1.9 FAR	7

e 0.5 to 0.9 FAR

6

CCDC PARTICIPATION PROGRAM SCORECARD CONTINUED

Level A +140 points Level B 120-139 points Level C <120 points

7	Parking Placement & Design (1 Only)	
	a structured parking below grade	20
	b structured parking above grade	18
	c no surface parking	15
	d parking location is to rear or interior of building	10
	e requested and received a parking reduction	10
	f parking is screened by wall, fence, sunken	8
8	Targeted Uses (1 Only)	
	a Affordable Housing	20
	b Mixed Income or Workforce Housing	15
	c technology	10
	d corporate HQ	10
	e education	10
	f artisan	10
	g light manufacturing/assembly	10
	h food economy	10
	l minority owned or local business	10
	j drive through	-10
9	Walkability (all that apply)	
	a => 70% of sidewalk/setback is abutted by ground floor building face	20
	b => 60% ground floor glazing on street frontages (30% res)	18
	c => 12' ground floor height	15
	d main entry is prominent, ground floor, and faces street/not parking	15
	e => 75% ground floor frontage has functional awnings (30% res)	10
	f public art element	5
10	Sustainable Building (1 Only)	
	a Living Building Certification	10
	b LEED platinum or equivalent	8
	c LEED gold or equivalent	7
	d LEED silver or equivalent	6
	e Connection to and use of geothermal system	5
	f LEED Certified / or using Boise City Green Building Code	5
	g Energy Star Certified	4



PROGRAM DEFINITIONS

*Definitions and minimum specifications for Eligible Expenses
and Scorecard point allocation*

Notes on Eligible Expenses

- a) Reimbursement is for hard costs and does not include soft costs, except for general conditions limited to 5% of total Eligible Expenses. CCDC limits eligible hard costs to materials and labor. (Examples of soft costs not eligible for reimbursement include but are not limited to architectural and engineering design, permits, traffic control, and mobilization, and developer overhead/administration fees.)
- b) This scoring system for points that ranks potential projects includes private development activity, but should not be interpreted that CCDC will participate in those activities with CCDC funds automatically. Rather those items are for purposes of evaluating the project eligibility and scoring for qualification for funding by CCDC for public improvements.
- c) The Eligible Expenses paid for in this program will only include those approved expenses as detailed in an executed agreement and not otherwise paid for by another public entity.
- d) Eligible Expenses must be located in the public right of way or easement area.

1. Activate Dormant / Disinvested Sites

Purpose: It is the statutory purpose of urban renewal and related redevelopment to arrest the decay of urban areas by improving the utilization and value of underutilized and undervalued property. Therefore, the program grants credit to those projects that make fuller use of dormant and underutilized buildings.

- a. **Reuse of Existing Building:** Reuse of a building that includes change of use including either: 1) conversion of vacant space to improved occupied space, with “vacant” defined as space unoccupied for 12 months or more; or 2) change of automotive use to retail, restaurant, office, performance, recreation or similar use; or 3) change in occupancy from a non-residential use to a residential use; or 4) change in occupancy or use classification (i.e. retail shop to restaurant, office to retail, etc.) resulting in increase in assessed value per square foot or increase in total assessed value of parcel; and a) the change of use applies to 50% or more of the building ground floor as measured by gross floor area; or b) for buildings with multiple floors, 25% or more of the building as measured by gross floor area.
- b. **Convert Surface Parking:** Development of land currently in use as surface parking, such that greater than 75% of the land used as parking is converted to another use (building, streetscape, plaza, park, etc.) See 7c for definition of “surface parking.”
- c. **Replace Dormant Building:** Development of site including the removal and replacement of building of 500 gross square feet or more and unoccupied for a period of 36 months or more.
- d. **Reuse of Vacant Land:** Reuse of land currently not occupied by a building, parking lot, outdoor recreational use, public park or plaza.

2. Reuse of Targeted Sites

Purpose: The reuse of sites and buildings within a developed area of the community is in the public interest as there is an existing public investment already made by streets and utilities and, to the extent reuse attracts people and business activity, full utilization helps to support the vitality of neighboring properties. Reuse of historically significant buildings supports the authenticity and identity of the city and creates that often intangible asset referred to as “character”. Additionally, reuse of sites and buildings, and especially buildings of historic significance, is challenging because the renovation of existing buildings – bringing buildings into compliance with current building and fire codes – is costly and complex. Furthermore, existing sites may have environmental hazards from previous uses, especially if the prior uses include storage and distribution of petroleum products, auto repair, or laundry and dry cleaning. Removing building and site contamination is beneficial to public health and removes obstacles to productive use.

a. Reuse of National Historic Register Building: Reuse of a building that either 1) is and will remain listed on the National Register of Historic Places; or 2) will be listed on the National Register of Historic Places; or 3) in the opinion of Boise City Department of Planning and Development Services is eligible to be on the National Register of Historic Places according to the criteria of the National Park Service.

b. Reuse of site used in current or prior use as automotive or trucking use: Reuse of a site for a use other than an automotive or trucking use, with “automotive use” defined as either 1) fuel filling station; or 2) automotive or truck engine or tire repair; or 3) automotive, truck, or recreational vehicle sales; or 4) automotive or truck body or upholstery repair; or 5) automotive or truck wash or detailing; or 6) automotive or truck impound lot; or 7) automotive or truck salvage facility.

c. Reuse of laundry dry cleaning site: Reuse of a site and/or building used current or formerly as a wholesale or retail laundry dry-cleaning service. Sites/buildings formerly used as a dry cleaning qualify if they have not been adapted or site has not been remediated for a use other than dry cleaning.

3. Environmental Remediation

Purpose: Existing sites may have environmental hazards created by previous uses, especially if the previous uses include storage and distribution of petroleum products, auto repair, or laundry and dry cleaning. Removing building and site contamination is beneficial to public health and removes obstacles to productive use.

a. More than \$100,000 costs: Costs are for those conditions identified by a formal environmental assessment or declared by a third party to be environmentally hazardous.

b. \$50,001 - \$100,000 costs: Costs are for those conditions identified by a formal environmental assessment or declared by a third party to be environmentally hazardous.

d. \$10,000 - \$50,000 costs: Costs are for those conditions identified by a formal environmental assessment or declared by a third party to be environmentally hazardous.

4. Utility Infrastructure

Purpose: The finance and construction of utilities and related infrastructure is fundamental to urban renewal and redevelopment. Idaho urban renewal law explicitly includes the furnishing of public utilities as an eligible activity. Finance and construction of utility infrastructure not only stimulates private investment but generates public benefits that are typically distributed broadly in expanding services in both the short term and long term.

Utility Infrastructure Eligibility Definition:

Includes replacing/re-routing a main line, increasing the capacity of a main line, or extending a main line to a development site. It does NOT include connecting to an existing service line or adding a new line to connect to an existing main line.

a. **Geothermal:** See above

b. **Replace or Expand City-Owned Fiber Conduit:** See above. Project qualifies if it meets the above definition for fiber conduit owned by the City of Boise. Replacement or expansion of privately owned fiber lines still qualify as Eligible Expenses, but do not qualify the project for points in this category.

c. **Project will be “Broadband Ready”:** definition requested from City of Boise

d. **Replace or Expand Power:** See above

e. **Replace or Expand Sewer:** See above

f. **Replace or Expand Water:** See above

g. **Storm Water Mitigation:** Project qualifies if it includes the construction of new storm water treatment facilities on or adjacent to the site, and; 2) the project’s storm water treatment facilities meet the standards of Boise City and Ada County Highway District for retention, and; 3) the design of storm water treatment facilities has received Boise City design review approval.

5. Connectivity

Purpose: The finance and construction of streets and related infrastructure is fundamental to urban renewal and redevelopment. Idaho urban renewal law explicitly includes the furnishing of public streets as an eligible activity. In addition, the finance and construction of streets and pathways for pedestrians and bicyclists improves access to businesses and recreational amenities. The design of streets is essential to the physical form of development and the extent to which it supports clustering of economies that thrive on the synergy of multiple businesses, institutional uses, and social activities utilizing commercial enterprises.

a. Add a Street: The addition or extension of a public street providing pedestrian access and meeting the definition of “Public Street” pursuant to Chapter 9-20 of the Boise Municipal Code (Boise Subdivision Ordinance) or as approved by Boise City and Ada County Highway District. In order to meet this criterion, improvements should be made for a minimum length of 25 feet for at least part of the roadway and including curb, gutter and sidewalk.

b. Add or Substantially Improve Transit Facilities: The addition or improvement of transit facilities to meet Downtown Boise Streetscape Standards and follow Valley Regional Transit Bus Stop Location and Transit Amenities Development Guidelines, and are approved by agencies as needed. Improvements include curb clearance for bus stopping zones, pedestrian waiting/standing areas, signage, passenger amenities such as bike racks, transit shelters or other weather protection, benches, trash receptacles, lighting, landscape features, intelligent transportation features (ITS), transit islands, or transfer/transit centers.

c. Add a Ground-Level Plaza or Park: For the Park or Plaza to qualify, it shall have a minimum surface area of 800 square feet that is functionally suitable for walking, standing, or sitting. A Park must be approved by the Boise City Department of Parks and Recreation and in the right of way or a dedicated public easement area granted to Parks and Recreation. A Plaza must be approved by the Boise City Design Review and in the right of way or a dedicated public easement area granted to Boise City Planning and Development Services Department. At the discretion of the City, owner will be required to assume maintenance and operations responsibility to include custodial and security services that ensure safe and optimum conditions for public use unless otherwise agreed upon. The park/plaza must meet the goals as defined in the Parks and Recreation Downtown Public Parks and Spaces Plan that provides general guidance for future needs based on scale and function in relation to ‘energy zones’ and the project’s proximity to and location within active and civic service gap areas. The park/plaza must be clearly marked with monument signage as a public space, and must be available for public use 24/7.

d. Add an Alley: The addition or extension of a public alley as defined by Chapter 9-20 of the Boise Municipal Code (Boise Subdivision Ordinance) or as approved by Boise City and Ada County Highway District. In order to meet this criterion, improvements should be made for a minimum length of 25 feet for at least one half the width of the alley.

e. Add a Pathway: The addition or extension of a pathway providing access across the site linking origins and destinations off the development site and for non-motorized transportation and having a minimum width of six feet. To be an Eligible Expense the pathway must be in the right of way a dedicated public easement area.

f. Add or Substantially Improve a Sidewalk: The addition, extension, or substantial improvement to the surface for a minimum of 6 feet in width and 25 feet in length. Substantial improvement is defined as the addition of a new concrete, brick or other approved surface and, as directed by the Downtown Boise Streetscape Standards or approved by Boise City, the addition of street trees,

historic street lights, and other amenities pursuant to the Downtown Boise Streetscape Standards. A sidewalk differs from “pathway” in that the former is typically adjacent to and parallel with a curb and street. A pathway is typically not adjacent to and parallel with a curb and street.

- g. Add or Substantially Improve Bike Facilities:** The addition or extension of bike lanes in the right of way and having a minimum of six feet in width with a buffer or physical protection and 25 feet in length, the addition of public bike parking, shared bike systems, bike repair stations, etc. to a project. To be an Eligible Expense bike facilities must be in the right of way or a dedicated public easement area.

6. Compact Development (1 Only)

Purpose: Urban economists have long understood the importance of density as a key element in the economic and social health of cities and city downtowns in particular. Urban density provides the critical mass necessary to support business activity where land and construction prices are often higher. The proximity of businesses and individuals to one another provides economic linkages through buyer and seller relationships, which are essential to supporting vibrant central city economies. Density creates a concentration of people, which attracts other people, which in turn supports business activity and a sense of urban safety and security.

Calculation: Floor Area Ratio, or FAR, is a measure of density across various urban land uses. FAR is calculated by dividing the gross floor area for building(s) on a site by the area of the site. Gross floor area is the sum of all horizontal areas within the exterior walls of all above-ground floors of the building. For example, a building with a gross floor area of 100,000 square feet on a site of 50,000 square feet has a FAR of 2.0. Finished basements and exterior stairwells can be included in this calculation.

a. **4.0 to 5.0+ FAR:** See above

b. **3.0 to 3.9 FAR:** See above

c. **2.0 to 2.9 FAR:** See above

d. **1.0 to 1.9 FAR:** See above

e. **0.5 to 0.9 FAR:** See above

7. Parking Placement & Design

Purpose: How parking and loading areas are designed is important for the vibrancy of downtown. Large areas of surface parking erode the density of people and business activity and adversely affect environments for pedestrians. A highly walkable environment is especially important to the health of retail shops, restaurants, and entertainment venues. Locating parking and loading areas at the rear or interior of buildings is a solution that is effective on a small scale. For larger parking needs, the provision of parking within parking garages is generally most effective although structured parking is expensive. For economic and aesthetic reasons, the provision of parking below grade is preferred over above-grade parking, although parking below grade is substantially more expensive to build than above grade parking. Where the provision of surface parking adjacent to streets and sidewalks is necessary, the negative effects of such parking may be mitigated by the installation of an attractive wall or fence between the parking and the street right-of-way. The wall and fence serves as a “street wall” providing the vertical element essential for a sense of enclosure for the street and sidewalk.

a. Structured Parking Below: For this criterion structured parking is any parking area consisting of three or more parking stalls covered by a roof with usable space above and surrounded on two or more sides by columns or walls. Free-standing garages and carports, unless they have usable space above the parking area, do not meet this definition. Additionally, in order to meet this criterion, 25% or more of the parking provided on the site shall be located within the parking structure as defined. For example, a development site for which 25 or more of the 100 parking stalls on site are within a structure meets this criterion. A development site with 24 or fewer of the 100 parking stalls on site does not meet this criterion.

b. Structured Parking Above Grade: See above

c. No Surface Parking: Surface parking is any parking that is not covered by a roof and not surrounded on two or more sides by columns or walls

d. Parking Location is to Rear or Interior of Building: The rear of the building is that side of the building opposite the front of the building. For a building fronting on a single street the front of the building is that side abutting the street. For a building fronting on two or more streets, the condition usually characterized as a corner site, the front of the building is that side with the building’s primary entrance. On the other side of the building which abuts a street, no more than 24’ of the parking lot may front the street. See Figures 7d-1, 7d-2, 7d-3 and 7d-4 on the following page

e. Requested and Received a Parking Reduction: To qualify, the project must request at least a 20% parking reduction and be granted a parking reduction from the City of Boise.

f. Parking is Screened by Wall, Fence, Sunken: To qualify, the project shall include surface parking of which 80% of the edge of the parking area abutting the street, excluding service drives providing direct access to the street, shall be bounded by a fence or combination fence and wall parallel to the street and sidewalk (Figure 7e-1). To qualify, the fence or combination fence and wall shall be at a height of 30” to 48” from finished grade (Figure 7e-2). Walls meeting this criterion shall be constructed of concrete or masonry. Sunken Screening that includes a parking area with a finished grade at a level of 18” or more below sidewalk grade and with a minimum fence height of 12” above sidewalk grade also qualify

7. Parking Placement & Design: Figures

Figure 7d-1: Parking to Rear of Building

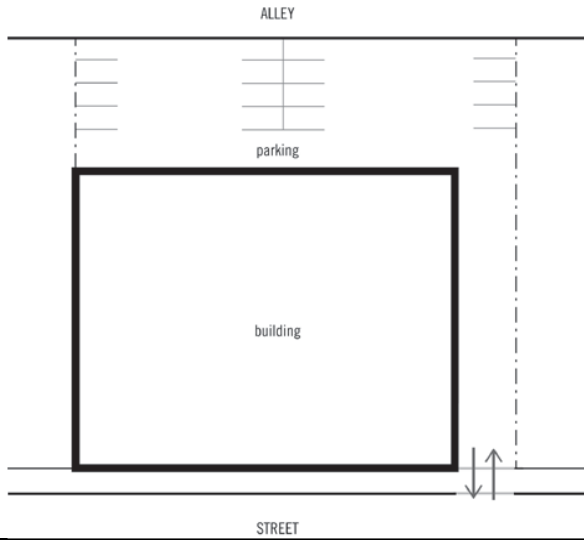


Figure 7d-2: Parking to Interior of Building

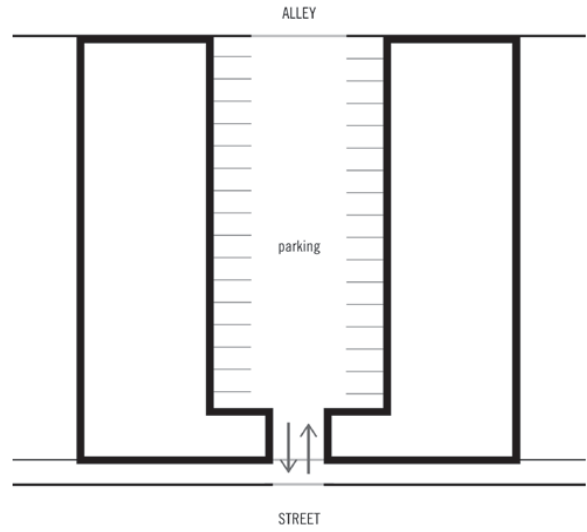


Figure 7d-3: Parking to Rear on a Corner Site, Option 1

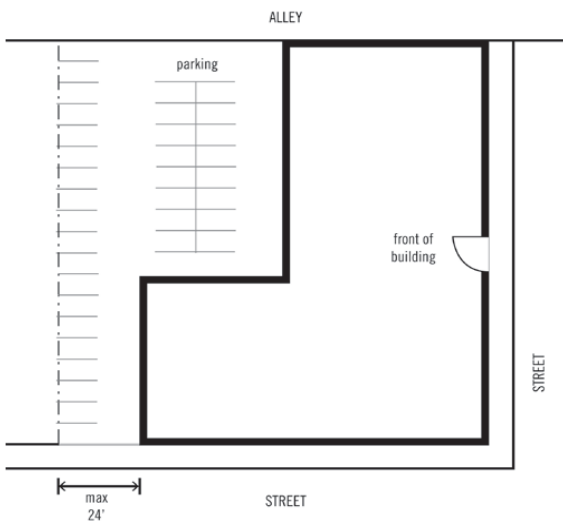


Figure 7d-4: Parking to Rear on a Corner Site, Option 2

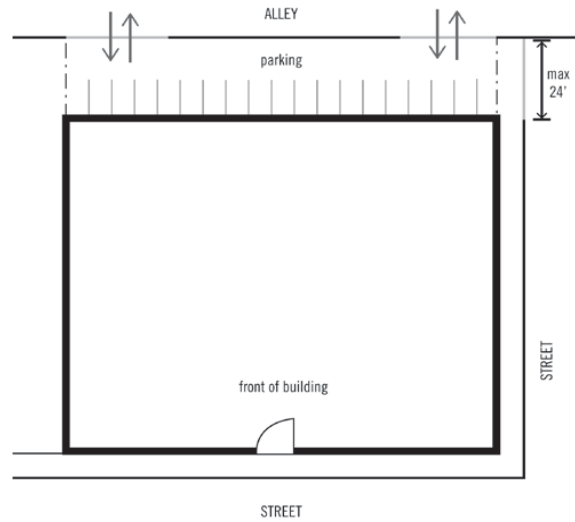


Figure 7e: Screened and Sunken Parking

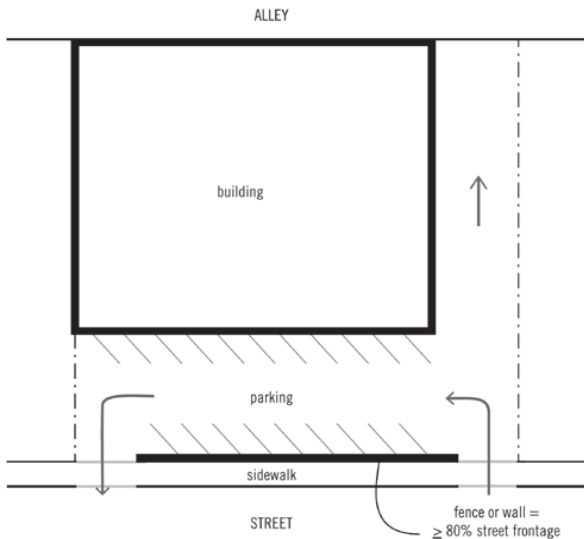


Figure 7f:

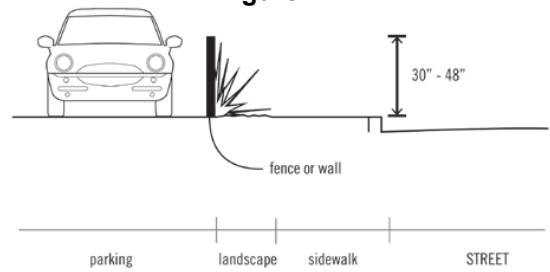
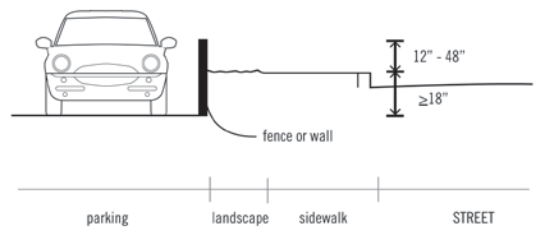


Figure 7e-2



8. Targeted Uses

Purpose: Some uses more than others have the potential to generate secondary activities commonly referred to as “spin- off development”. Some uses perform better than others in producing jobs with relatively high wages and salaries. Some uses are beneficial because they generate products and services that are exported outside the community and region. In addition, some activities are valuable within the mix of uses in downtown Boise but may be missing or in short supply, like housing. The following is a list of uses and business categories with these characteristics. This program awards points as a way to incent and mitigate obstacles for the development of these uses. Staff may use discretion when awarding use points to projects that meet the spirit of the purpose but may fall short on the definition requirements.

a. Affordable Housing: Residential project that is funded with Low-Income Housing Tax Credits awarded by the Idaho Housing and Finance Association or equivalent with 10 or more dwelling units. Project must serve households whose incomes are at or below 60% Area Median Income in Ada County as defined by current U.S. Housing and Urban Development Department standards.

Rental projects that meet these criteria may be eligible for an increased reimbursement term and reimbursement factor in the Type 2 program (see Type 2 information).

b. Workforce/Mixed-Income Housing: Residential projects with 10 or more dwelling units, in which not less than 10% of the units serve households whose incomes are at or below 100% Area Median Income in Ada County as defined by current U.S. Housing and Urban Development Department Standards. Income Qualified Units must be integrated throughout the development cohesively with market rate units. No difference between the units should be obvious from the exterior.

Developer must supply CCDC with the project’s rent roll showing that the project meets the above requirement for the Reimbursement Term to qualify for these Scorecard points on an annual basis.

Rental projects that meet these criteria may be eligible for an increased reimbursement term and reimbursement factor in the Type 2 program (see Type 2 information).

c. Technology: “Technology” is any organization with a minimum of 2 members and 50% or more of its workforce employed in Standard Occupation Codes (Federal Bureau of Labor Statistics) 11-1021, 11-2021, 11-3021, 15-1121, 15-1131, 15-1133, 15-1141, 15-1142, or 15-1179; working at the subject location and occupying 5,000 square feet or more of the building on site.

d. Corporate Headquarters: Project site is the principal address for a registered corporation occupying 5,000 square feet or more of the building on site.

e. Education: A primary, secondary, or post-secondary institution licensed by the Idaho Board of Education and occupying 5,000 square feet or more of the building on site.

f. Artisan: “Artisan” is any organization with a minimum of 2 members and 50% or more of its workforce employed in Standard Occupation Codes (Federal Bureau of Labor Statistics) 27- 1010 through 27-2099 excepting 27-2020 through 27-2023; working at the subject location and occupying 5,000 square feet or more of the building on site.

g. Light Manufacturing / Assembly: “Light manufacturing/assembly” is any organization with a

minimum of 2 members and 50% or more members of its workforce employed in Standard Occupation Codes (Federal Bureau of Labor Statistics) 51-1000 through 51-9199 excepting 51-3000 through 51-3099, 51-6000 through 51-6021, and 51-8000 through 51-8099; working at the subject location and occupying 5,000 square feet or more of the building on site.

h. Food Economy: “Food Economy” is any organization with a minimum of 2 members and 50% or more of its workforce employed in Standard Occupation Codes (Federal Bureau of Labor Statistics) 35-1000 through 35-9099 excepting 35-2011 through 35-2013, 35-3020 through 35-2029, and 35-3041; or SOCs 51-3000 through 51-3099 excepting 51-3023; working at the subject location and occupying 5,000 square feet or more of the building on site.

i. Minority Owned or Local Business: “Minority Owned” is any organization at least 51% owned, operated and controlled on a daily basis by one or more U.S. citizens who are socially and economically disadvantaged as defined by the federal government in Title 13 Part 124 of the Code of Federal Regulations.

“Local Business” is any organization registered through the Idaho Secretary of State that is at least 51% owned, operated, and controlled on a daily basis by residents of the State of Idaho. Ineligible businesses include publicly traded companies, multilevel marketing, gambling establishments, pyramid investments, and adult entertainment.

To qualify for points, Minority Owned or Local Businesses must occupy 5,000 square feet or more of the building on site.

j. Drive Thru: Any actively used drive-thru facility on the project site.

9. Walkability

Purpose: The success of downtown Boise is due in large part to its walkability. The vibrant social, cultural, and economic environment of a walkable urban environment attracts people and business activity and has that much sought after “sense of place”. The design elements of buildings and open spaces are key to a pedestrian-oriented environment, though sometimes there are market forces that work in opposition to these important design elements. Therefore, the program provides incentives to said design elements to promote economic vitality.

- a. **=/> 70% of sidewalk/setback is abutted by ground floor building face for new buildings or for existing buildings if more than 50% of building SF on parcel has been removed:** Determined by dividing a) the distance of all exterior walls which are adjacent to and approximately parallel with property lines adjoining the public street right-of-way, excluding alleys, by b) the distance of all property lines adjoining the public street right-of-way, excluding alleys (Figure 9a-1). Existing buildings maintaining over 50% of square footage are eligible for these points regardless of the percentage of building face which abuts the sidewalk/setback. In the case of a corner site, 70% of each building face must abut a sidewalk / setback (Figure 9a-2).
- b. **=/> 60% Ground Floor Glazing on Street Frontages (=>30% res):** For consistency, the “ground floor” of a building is defined as 12’ tall; any glazing higher than 12’ will not be included in this calculation. Glazing on street frontages includes all transparent windows and doors on exterior building walls on a plane 0 to 45 degrees of the property line adjoining the street (Figure 9b).
- c. **=/> 12’ Ground Floor Height:** The height of the ground floor from sidewalk grade to finished ceiling, irrespective of suspended ceilings, shall have a minimum height of 12 feet. The height of the ground floor ceiling is calculated starting from sidewalk grade, irrespective of the height of the finished floor (Figure 9c).
- d. **Main Entry is Prominent, on the ground floor, and faces street/not parking:** The principal ground floor building entrance shall face the street, be visible from the street and not shielded by columns, fences, or landscaping, nor shall it be separated from the street by surface parking (Figure 9d). In the event of a building site with multiple street frontages, any street shall qualify.
- e. **=/>75% of ground floor frontage has functional awnings with a minimum depth of 5’ that extend 5-feet over public right of way or a public easement area:** Awnings serve a public purpose and help promote walkable and livable streets by providing protection from the elements to anyone using the sidewalk. Awnings that cover sidewalk/patio dining allow the public to enjoy the public space throughout all of Boise’s seasons and stimulate economic opportunities for local businesses. Functional non-retractable awnings include awnings or canopies of a durable material including but not limited to metal, polycarbonate, and durable fabric. Awnings meeting this definition shall be located on a building plane parallel with the property line adjoining public right-of-way, have a minimum depth of five feet, and extend five feet over public right-of-way or easement area (Figure 9e). Awnings must not be more than 15’ above the sidewalk level. Awnings located in the public realm must obtain the necessary approval by the Boise City Design Review Commission and an encroachment license from Boise City and/or Ada County Highway District, which is revocable. Awning maintenance is the responsibility of the building owner.
- f. **Public Art Element:** To qualify as an Eligible Expense, Public Artwork must be **selected** through the Boise City Department of Arts and History’s Public Art Program process. The art will also need to be approved by Boise City as part of the process. Public art must be located in the public right-of-way or a dedicated Public Art Easement / License Agreement. Ownership and maintenance will be

determined by Boise City, and in most cases the building owner will retain ownership of artwork and be responsible for ongoing maintenance with a minimum lifespan prescribed in an associated agreement (i.e. a maintenance agreement and/or Art Façade Easement). Reimbursement for public art is capped at 1% of the total project budget.

9. Walkability: Figures

Figure 9a-1: Building Abutting Sidewalk

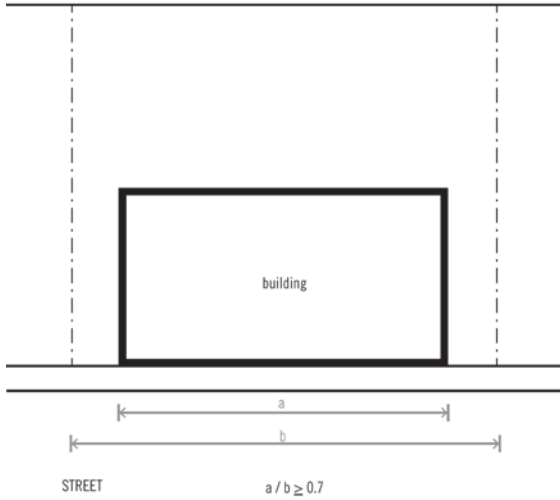


Figure 9a-2: Building Abutting Sidewalk on

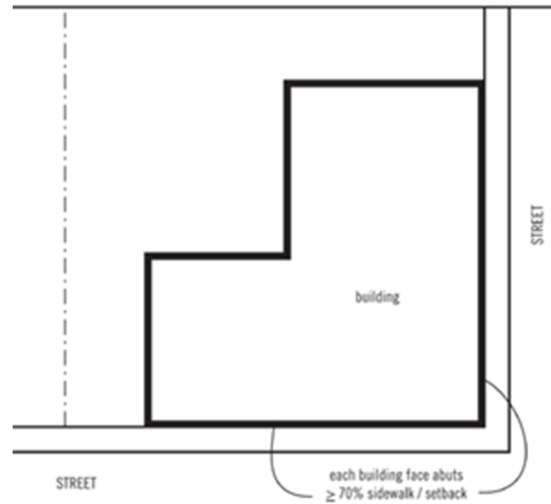


Figure 9b: Ground Floor Glazing

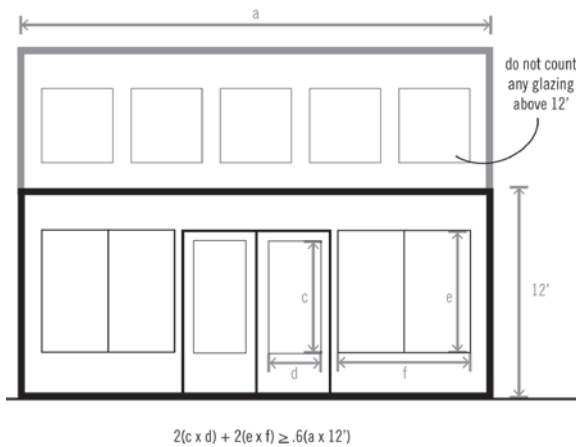
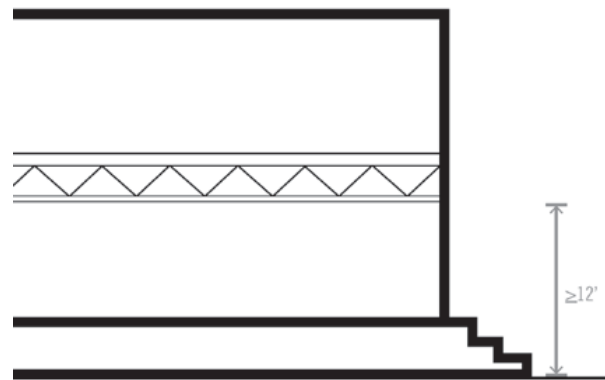
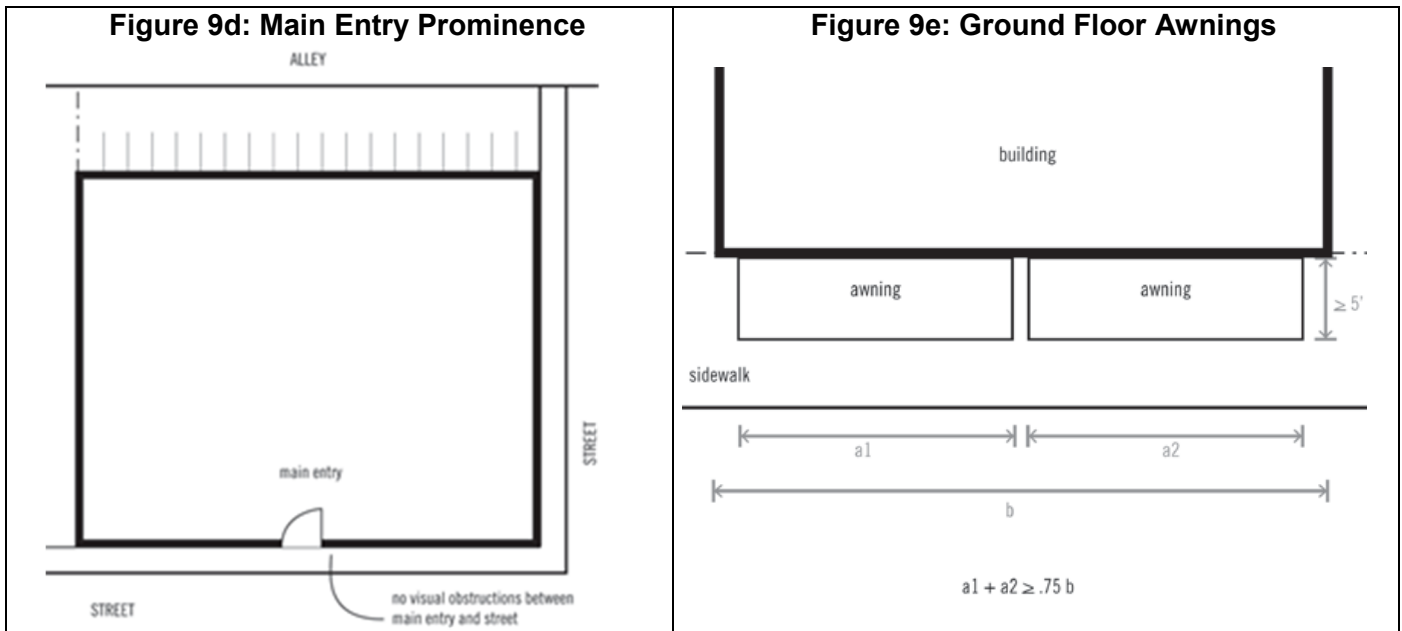


Figure 9c: Ground Floor Height





10. Sustainable Building

Purpose: The long term operating efficiency of buildings, like working roads, sewer and other utilities, is important to the long term viability of downtown Boise and address issues such as EPA non-attainment status and heat island mitigation. Energy efficient buildings are commercially sought after, attract strong tenants, and create long term value in the private community infrastructure by leaving more resource capacity available for additional growth.

- a. Living Building Certification:** As determined by any accrediting agency or third party demonstrating the same or equivalency.
- b. LEED Platinum Certification:** As determined by any accrediting agency or third party demonstrating the same or equivalency.
- c. LEED Gold Certification:** As determined by any accrediting agency or third party demonstrating the same or equivalency.
- d. LEED Silver Certification:** As determined by any accrediting agency or third party demonstrating the same or equivalency.
- e. Connection to and use of geothermal system:** The project includes and new connection, or maintains an existing connection, to an operating geothermal system.
- f. LEED Certified / Boise Green Building Code:** As determined by any accrediting agency or third party demonstrating the same or equivalency.
- g. Energy Star Certification:** As determined by any accrediting agency or third party demonstrating the same or equivalency.



State Street District

PARTICIPATION PROGRAM

DRAFT

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Overview & Goals

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

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

Type 1 - One Time Assistance

Type 2 - General Assistance

Type 3 - Transformative Assistance

Type 4 - Capital Improvement Project Coordination

Type 5 - Property Disposition

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

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

Statutory Framework

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

Idaho Code 50-2002 URBAN RENEWAL LAW (excerpt)

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

Idaho Code 50-2902 ECONOMIC DEVELOPMENT ACT (excerpt)

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

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

Best Practices

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

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

Eligible Expenses

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

Eligible Expenses generally include:

- Sidewalks, street lights, and furnishings (benches, bike racks, trash receptacles, etc.)
- Streets/road paving, curb and gutter
- Street trees, irrigation, and suspended paving systems when required
- Awnings located over public right-of-way or a public easement area that meet the criteria outlined in the Program Definitions (under Section 7. Walkability). Acceptable Eligible Expenses for awnings will be determined by comparing the request to conventional, commercially reasonable estimates, which are evaluated on a per square foot basis as part of the Participation Program application. CCDC may determine that some but not all of the awning expenses are in the public's best interest.
- Utility main lines and distribution facilities (power, water, geothermal water, sewer, phone, fiber)
- Certain expenses for exterior façade restoration improvements for buildings deemed to be of significant historic and/or aesthetic value to the public and conditioned upon a perpetual building façade easement* being accepted by the City of Boise Historic Preservation Commission
- Public plazas and/or parks that meet the criteria outlined in the Program Definitions (Under Section 5. Connectivity) and are approved by the Boise City Parks and Recreation Department and in a perpetual open space easement*
- Public art – when selected **and** approved by the City of Boise Arts and History Department as outlined in Program Definitions (Under Section 9. Walkability) and in the public right-of-way or under an easement* or agreement with the City of Boise
- Certain environmental remediation improvements as may be preparatory to construction are evaluated on a case by case basis. An example of an eligible environmental remediation cost would be the hard costs for the removal of an underground storage tank in the public right of way. Soft costs, such as environmental assessments and costs within a private building, such as asbestos abatement, are not eligible for general assistance.
- Extended sidewalks areas/plazas that are approved by the Boise City Design Review and in a dedicated public easement area accepted by the City of Boise
- Public multiuse pathways as described in the State Street Plan and/or approved by City of Boise
- CCDC may reimburse for general conditions / general requirements related to work on Eligible Expenses described above, limited to five percent (5%) of total actual Eligible Expenses.

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

specific criteria defined by CCDC's "Program Definitions" found at the end of this document (after the Scorecard).

Ineligible Expenses:

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

New curb cuts and driveway approaches are generally not eligible for reimbursement. Exceptions to this include alley approaches and may include projects that consolidate or otherwise significantly reduce the number or width of previously existing driveways on a frontage.

*See page 8 for more information on easements

Easements

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

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

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

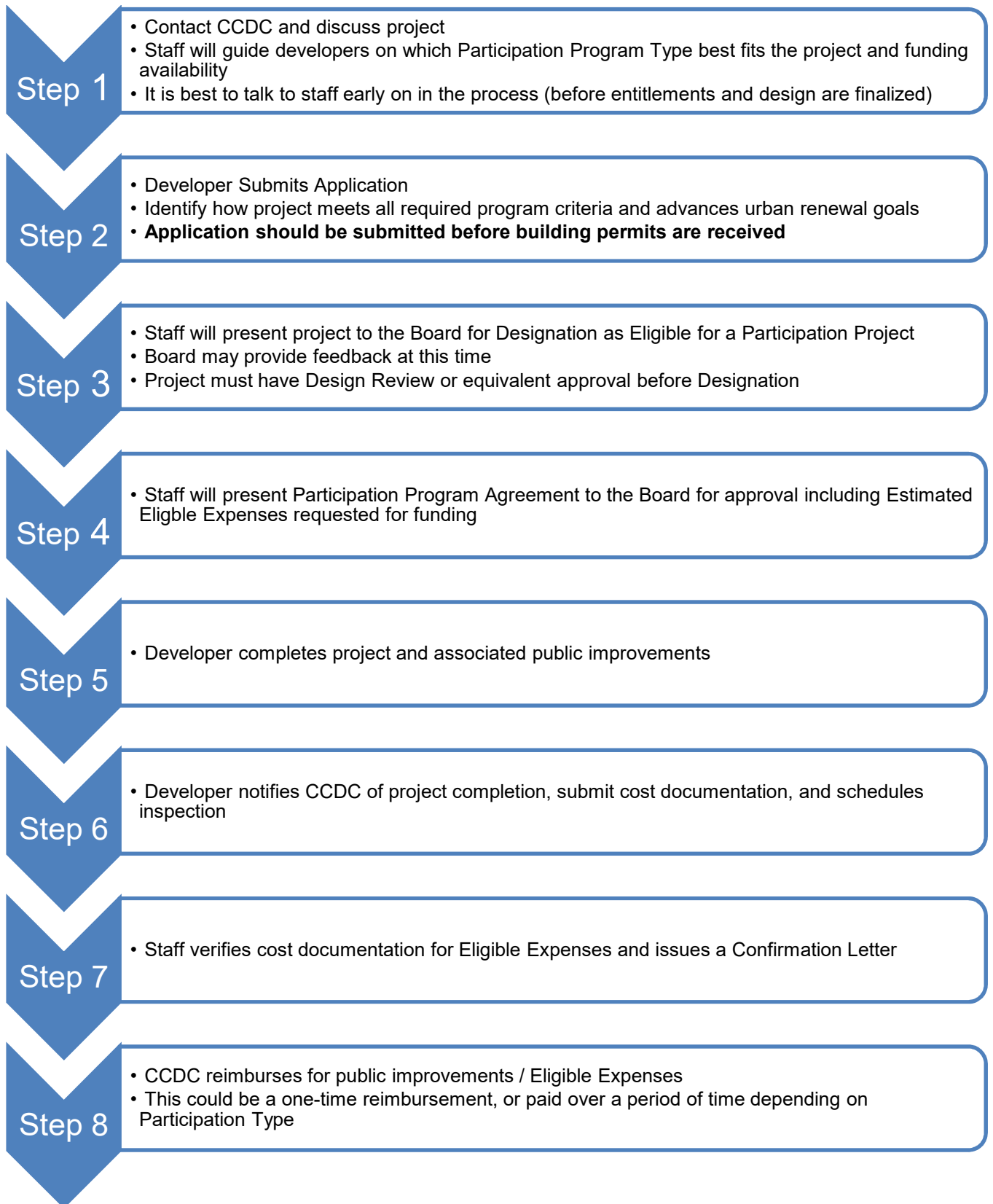
It is recommended that developers include potential sites for public art in plans submitted to Design Review and include an estimate for public art in their application to CCDC. Public art attached to a building façade may require a license agreement in place of a public easement. Boise City Department of Arts & History will determine the appropriate agreement, which must be in place for art to be considered an Eligible Expense.

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

Key Program Conditions

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

Typical Participation Program Process



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

Type 1: One Time Assistance

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

Criteria: Eligibility for a T1 is evaluated by how well the application advances the Agency's five key strategies and the associated adopted plans. Agency staff and the CCDC Board will utilize the criteria below when reviewing applications. It is expected that projects will meet three or more of the below criteria, though flexibility is provided for unique properties and developments.

- Activation and redevelopment of dormant, disinvested, and/or deteriorating/deteriorated sites. This could include vacant land and buildings, surface parking, or other underutilized properties.
- Advances economic development goals of the district and catalyzes further investment. The creation of jobs and additional tax income brings benefits to the district at large.
- The project advances specific goals of the subject district. For example, the construction of mobility facilities in the State Street District. Consult with staff for direction of specific goals related to the district your project is located in.
- Supports affordable and workforce housing for residents whose income is at or below Area Median Income.
- Promotes connectivity and mobility with the addition of new streets, alleys, pathways, sidewalks, bike infrastructure, or transit facilities.
- Construction of public amenities such as street furnishings, public art, or improvements related to public community gathering and event spaces.
- Alignment with other redevelopment efforts occurring in the nearby area. This could include public improvements such as street or utility upgrades or private developments which expand the impact of Agency funds.

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

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

eligible for CCDC funding. The second time is generally to approve the T1 Participation Agreement.

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

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

Example	Private Improvements	Public Improvements	Total Budget	CCDC Reimbursement
New Construction	\$1.2 million	\$300,000	\$1.5 million	\$200,000
Major Exterior Remodel	\$800,000	\$150,000	\$950,000	\$150,000
Minor Exterior Remodel	\$50,000	\$150,000	\$200,000	\$100,000
Public Improvements Only	\$0	\$150,000	\$150,000	\$75,000

Type 2: General Assistance

Objective: Type 2 (T2) participation provides general assistance for public improvements and is intended to assist larger projects and include a broader scope of Eligible Expenses. The Type 2 program is especially tuned to assist Affordable and Workforce/Mixed-Income Housing projects which are important to the long-term sustainability of Boise. The Scorecard is a key feature of this assistance (pages 23-25). The legal parcel(s) constitutes the site for a project. However, at the Board's discretion, a phased development may be scored independently if this better advances program goals. The scoring criteria and point values are an extension of the statutory charge of urban renewal and the associated adopted plans, and are aimed at advancing the Agency's five key strategies. Scoring results are identified as Level A, B and C; with Level A being the highest scoring Level. Please note, the attached scorecard is used for the State Street District.

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

Timing: Type 2 assistance can be applied for at any time prior to obtaining building permits but preferably before or during project design in order to maximize a project's score. T2 Participation Program Agreements will be considered for approval by the CCDC Board after approval of a development application that includes the proposed public improvements. It can be helpful to obtain a Scorecard and discuss the project design with CCDC prior to submitting drawings to the City. The Scorecard incentivizes urban design, mobility, attainable/middle income housing, and economic development and a project could qualify for a higher Level rating by making certain, sometimes minor, adjustments.

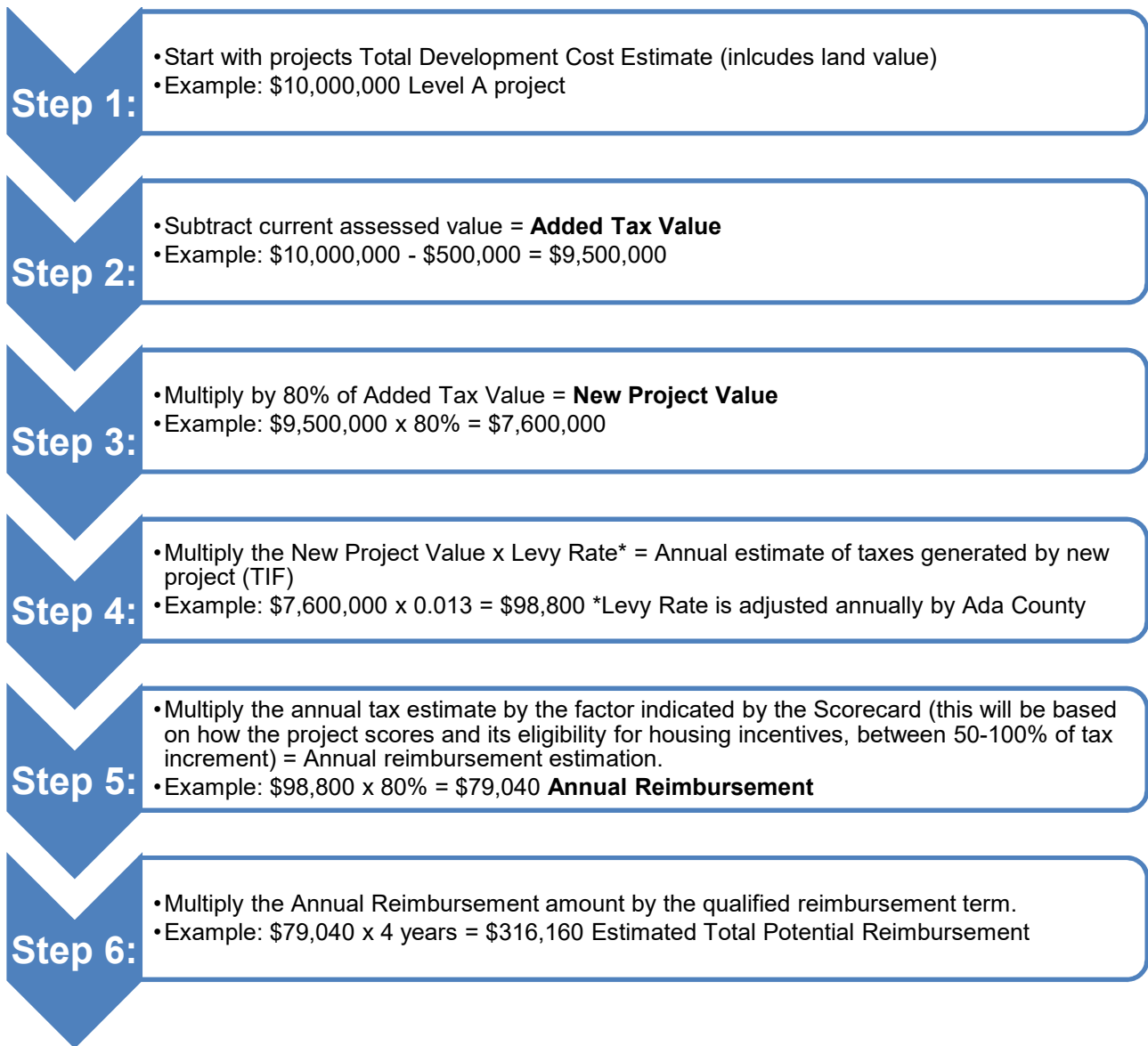
Reimbursement: T2 projects are paid upon completion of the project for a determined period of time **AFTER** actual tax increment generated by the project has been received by the Agency. The Reimbursement is paid using actual tax increment revenue generated by the Project and received by CCDC.

Assistance is limited by the lesser of:

- 1) The agreed upon Eligible Expenses of the project or
- 2) A portion of the project's tax increment value as determined by its scorecard ranking for the qualified reimbursement term.

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

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



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

Reimbursement Term:

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

The following chart explains the levels of reimbursement based on project type and Scorecard Level. Affordable and Mixed-Income/Workforce rental housing projects can qualify for extended terms and Affordable projects can receive 20% of increment reimbursement in addition to the reimbursement factor determined by the project Level. See definitions below to determine eligibility.

Project Type	Qualification	Reimbursement %	Maximum Reimbursement Term
SCORECARD			
Level A	Score: 140 + points	80% of Tax Increment	4 years
Level B	Score: 120 – 139 pts	50% of Tax Increment	4 years
Level C	Score: 119 and below	0% of Tax Increment	n/a
RENTAL HOUSING DEVELOPMENTS			
Affordable Housing <i>(Low Income Housing Tax Credit project or equivalent)</i>	Serving 60% and below Area Median Income (AMI) on average	Based on Scoring Level + 20% of Tax Increment	8 years
Mixed-Income/ Workforce Housing	Serving 100% AMI and below	Based on Scoring Level	6 years
All Other Housing	Serving 101% AMI and above	Based on Scoring Level	4 years

NOTE: In no circumstance can the reimbursement extend beyond the last fiscal year of the Urban Renewal District in which a project is located.

Requirements for Housing Developments to qualify for additional Incentives:

1 – Must meet either of the below definitions:

- A. Affordable Housing Definition: A residential project that is funded with Low-Income Housing Tax Credits awarded by the Idaho Housing and Finance Association or equivalent. Project must serve households whose incomes are at or below 60% Area Median Income in Ada County by charging associated rents as defined by current U.S. Housing and Urban Development Department Standards.
- B. Mixed-Income/Workforce Housing Definition: Residential projects with 10 or more dwelling units, in which not less than 10% of the units serve households whose incomes are at or below 100% Area Median Income in Ada County by charging associated rents as defined by current U.S. Housing and Urban Development Department Standards. Income qualified units must be integrated throughout the development cohesively with the market rate units. No visible difference between the income-qualified and market rate units should be obvious from the exterior.

2- Must Income Qualify Residents

Income Qualification Requirements:

In order to obtain an increased reimbursement term, Project’s must income qualify tenants for the income restricted units. Income qualification must be verified at lease up and at unit turn-over through the City of Boise’s Housing and Community Development Division or equivalent Housing Authority (HUD, IHFA). The income qualification period will be negotiated on a project-by-project basis and will be, at a minimum, the CCDC reimbursement term.

Reimbursement Term Exceptions:

Occupancy Year: CCDC may consider utilizing the Occupancy Year, which reflects a pro-rated

value, as the first year of increment available to the project for reimbursement in the following situations:

- 1) Affordable, Mixed-Income or Workforce Housing projects completed within the last six years of a District's life.
- 2) Projects completed within the last four years of a District's life.

CIP Resources: CCDC may program the Capital Improvement Plan (CIP) with resources to assist T2 projects that reach completion within two years of a District's termination date. Contingent upon available resources set forth in the budget and CIP, Participants may negotiate reimbursement schedules that fully reimburse Eligible Expenses before or by District termination. The CCDC Board has full discretion to approve negotiated reimbursement terms. The project must be complete 120 days prior to District Termination Date in order to receive any reimbursement for Eligible Expenses.

Affordable, Mixed-Income or Workforce Housing: CCDC may negotiate reimbursement schedules meeting the definitions above to include Occupancy Year reimbursement or use of CIP resources.

Utilizing Reimbursement Term Exceptions will be need-based and only considered in cases where the Eligible Expenses would not otherwise be fully reimbursed in the remaining District term.

Agency Capital Project Coordination with T2s:

In situations where a T2 project site overlaps with an underway CCDC capital project, CCDC and Type 2 Participant may negotiate design coordination, construction schedules, and reimbursement terms and conditions with the goal of advancing the aims of urban renewal and economic development. This coordination may include the stipulation that work done in the overlapping sites may be reimbursed with terms and conditions similar to those used in Type 4 agreements.

Type 3: Transformative Assistance

Objective: The intent of the Type 3 (T3) transformative assistance is to make available a more customized opportunity for transformative projects and to consider certain projects which don't otherwise fit well into the other program types. T3 participation is available to assist large public or private projects that are deemed by the CCDC Board to be transformative in nature and of benefit to the community at large. Projects that meet the Affordable Housing definition in the Scorecard and include partnership(s) with other public entities that serve to provide housing and services to those most in need in our community may be eligible for T3 participation.

In general, a transformative project is a higher value project that may include the construction of a significant public facility. The project should have a high likelihood of maintaining an enduring presence in the community. The goal for Intergovernmental/Public projects is to use limited district monies to leverage additional resources (federal, state, local, other) in the State Street corridor revitalization effort. For example, matching a federal grant for construction of a project, or shared funding between intergovernmental units for construction of a public facility.

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

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

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

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

Reimbursement:

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

Intergovernmental/Public Projects: The project cost share will be determined by the Board and governmental partner and will not exceed state law regulations. Because projects for public

facilities will most likely be exempt from property tax and will produce little or no tax increment income, such projects should be financially feasible based on other considerations, serve mutual goals, and produce a community benefit. CCDC bonding will be subject to financial review and underwriting requirements. Generally, financial participation will be transacted as a reimbursement or purchase upon project/public facility completion and certificate of occupancy.

Type 4: Capital Improvement Project Coordination

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

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

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

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

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

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

Type 5: Property Disposition (CCDC-owned property)

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

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

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

Eligible Expenses: A project may qualify for a reduction in land price up to an amount determined by a third party appraisal, which is based on the proposed project's expenses and financial pro-forma. The disposition of any property for private or nonprofit development will be formalized in a Disposition and Development Agreement (DDA) which will require a determination of fair value for the proposed use, which may be stipulated or restricted, based on the property redevelopment objectives. A re-use appraisal or similar method suitable to the individual property redevelopment goals will be used to establish pricing and shall include the cost to construct necessary public improvements as part of the pricing. A commercial appraisal will also be done to establish a price for initial disposition of the property. Any private entity will be required to purchase the property from CCDC and pay that initial price. If any rebate of property value, as advised by the re-use appraisal is determined, it will only be made after project completion as a reimbursement.

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

Property Acquisition Guidelines and Strategy: CCDC allocates resources for Type 5 property acquisition in its budget and Capital Improvement Plan. Each acquisition will have its unique process such as whether CCDC engages a broker, the type of site control sought, and agreement and method employed such as purchase, lease, ROFR, Option, etc. When identifying property and completing acquisition, the Agency will prepare a timeline for next steps for asset management, i.e. issuing an RFQ/P, remedy of barriers to development such as environmental remediation, lot realignment/consolidation, etc.

CCDC's intention is to not hold or manage property long term, but to dispose or convey property to create a public good, meet community needs, spur economic development, and/or increase tax revenue by leveraging private development.

Property proposed for acquisition must meet all of the following requirements:

1. Property is located within an Urban Renewal District
2. Staff may provide findings that acquisition is likely to advance the Urban Renewal Plan
3. Potential redevelopment opportunities are identified in support of acquisition
4. Acquisition and/or disposition does not/will not displace decent housing or thriving business

Property proposed for acquisition should also meet at least one of the following criteria:

- Housing Supply Opportunity
 - Promotes housing infill that enhances neighborhood fabric
 - Provides an opportunity to create Affordable, Workforce/Mixed-Income Housing
 - Proximity to schools, transit stops, residential services, or Activity Centers
 - Promotes Transit Oriented Development
 - Protects the fabric of community (pedestrian experience, affordable or workforce housing, an existing community need/public good, etc.)

- Property is Vacant or Underutilized
 - High or complete vacancy, abandoned, low density, undeveloped, etc.
 - Needs additional development, more density than currently allowed
 - Surface Parking Lot

- Catalytic Potential
 - Site represents a catalyst for area/neighborhood if redeveloped in a certain fashion
 - Underdeveloped property where improvement value is less than land value
 - Property is part of a parcel assemblage to meet a long term goal: community project, affordable housing, place making, transit, etc.
 - Highly visible location:
 - Corner lot, can spur redevelopment or change the atmosphere of the block
 - Located on or near a major road or corridor, near major development, major employer, etc.
 - Partnership Potential – Public or Private
 - Property presents a unique barrier to conventional development:
 - Environmental cleanup needs (perceived or actual)
 - Land Owner who doesn't develop
 - Historic Preservation issues, concerns, requirements
 - Unique Boise landmark

- Economic Development Opportunity
 - Site represents opportunity for job creation, new business development, and/or enhancing the creative economy
 - Property is exceptionally low cost and/or low risk
 - Site is well suited to serve a Community Need through place making, i.e. ice rink, public plaza, parks, or other amenity.

- Site is well suited to address an area-wide infrastructure deficiency as part of a larger redevelopment plan, such as but not limited to: public parking garage, sewer lift station, power substation, storm water bioremediation facility, mobility infrastructure or public right of way, etc.



State Street District

SCORECARD

To be used to determine Project Level for all Type 2 and Type 3 projects and as needed and at the discretion of CCDC for other Program Types.

CCDC PARTICIPATION PROGRAM

STATE STREET SCORECARD

NOTE: This Scorecard is used for the State Street District. Please talk to staff about scoring in all other districts.

SCORING LEVELS

Level A +140 points Level B 120-139 points Level C 100- 119 points

1	Activate Dormant/Disinvested Sites (1 Only)	18
	a reuse of existing building	18
	b convert surface parking	16
	c redevelop deteriorating/deteriorated parcel	14
	d reuse of vacant land	10
2	Redevelopment of Targeted Sites (1 Only)	20
	a reuse of historic register building	20
	b reuse of automotive site or dry cleaner	15
	c land assemblage of remnant parcels	15
	d within ¼ mile of a designated Transit Node/Activity Center	15
3	Environmental Remediation (1 Only)	20
	a >\$100,001 costs	20
	b \$50,001-\$100,000 costs	16
	c \$10,000-\$50,000 costs	12
4	Utility Infrastructure (all that apply)	12
	a integration/enhancement of canal	12
	b stormwater mitigation	12
	c expand city-owned fiber optic network	12
	d replace or expand power	12
	e replace or expand sewer	12
	f replace or expand water	12
5	Connectivity (all that apply)	15
	a add or extend a street	15
	b add a ground level plaza / park	15
	c add or extend an alley	10
	d add a public pathway across the project site	15
	e add or substantially improve a sidewalk	5
	f add or substantially improve multi-use pathway	15
	g add or improve a street crossing for pedestrians or cyclists	10

6	Mobility (all that apply)	
	a provide last-mile mobility choices & amenities	10
	b remove curb cut(s) and/or consolidation of existing drive aisles	10
	c pedestrian oriented gateway signage, and/or wayfinding provided	5
	b add or substantially improve transit stations, facilities, and rider amenities	15
	f Operate a TDM parking (shared parking operations)	5
	g add or substantially improve secure bike storage and/or other cyclists amenities	55
7	Walkability (all that apply)	
	a =/> 70% of sidewalk/setback is abutted by ground floor building face along primary street	18
	b =/> 60% ground floor glazing on street frontages (30% for residential)	16
	c =/> 12' ground floor height	12
	d main entry is prominent and egress is to intersection or primary street, not to parking lot	12
	e =/> 75% ground floor frontage has functional awnings (30% for residential)	8
	f provides public art element	5
8	Compact Development (1 Only)	
	a 3.0 + FAR	10
	b 2.0 to 2.9 FAR	8
	c 1.0 to 1.9 FAR	6
	d 0.5 to 0.9 FAR	4
9	Site Design (all that apply)	
	a structured parking below or above grade, or no surface parking	5
	b parking is located to rear or side of building, and/or screened by a wall, fence, or landscaping	5
	c internal circulation creating parking blocks no larger than 55,000 SF	5
	d pedestrian access every <=250' allows people to enter buildings without moving through parking lots	5
	d buildings are placed at corners of intersections or along main street(s)	5
e requested and received a parking reduction	5	
10	Targeted Uses (all that apply)	
	a multi-story building(s) with a vertical mix of uses	8
	b Affordable Housing	7
	c Middle Income or Workforce Housing	5
	d pedestrian-focused, neighborhood-serving retail	3
	e food and beverage economy	3
	j minority owned or local business	5
	k drive-thru retail	- 8
11	Sustainable Building (1 Only)	
	a Living Building Certification	10
	b LEED Certified / equivalent / or using Boise City Green Building Code	5
	c on-site energy generation	5
	d EV charging stations	5



PROGRAM DEFINITIONS

*Definitions and minimum specifications for Eligible Expenses
and scorecard point allocation*

Notes on Eligible Expenses

- a) Reimbursement is for hard costs and does not include soft costs, except for general conditions limited to 5% of total Eligible Expenses. CCDC limits eligible hard costs to materials and labor. (Examples of soft costs not eligible for reimbursement include but are not limited to architectural and engineering design, permits, traffic control, mobilization, and developer overhead/administration fees.)
- b) This scoring system for points that rank potential projects includes private development activity, but should not be interpreted that CCDC will participate in those activities with CCDC funds automatically. Rather those items are for purposes of evaluating the project eligibility and scoring for qualification for funding by CCDC for public improvements.
- c) The Eligible Expenses paid for in this program will only include those approved expenses as detailed in an executed agreement and not otherwise paid for by another public entity.
- d) Eligible expenses must be located in the public right of way or easement area.

1. Activate Dormant / Disinvested Sites

Purpose: It is the statutory purpose of urban renewal and related redevelopment to arrest the decay of urban areas by improving the utilization and value of underutilized and undervalued property. Therefore the program grants credit to those projects that make fuller use of dormant and underutilized buildings.

- a. **Reuse of Existing Building:** Reuse of a building that includes change of use including either: 1) conversion of vacant space to improved occupied space, with “vacant” defined as space unoccupied for 12 months or more; or 2) change of automotive use to retail, restaurant, office, performance, recreation or similar use; or 3) change in occupancy from a non-residential use to a residential use; or 4) change in occupancy or use classification (i.e. retail shop to restaurant, office to retail, etc.) resulting in increase in assessed value per square foot or increase in total assessed value of parcel; and a) the change of use applies to 50% or more of the building ground floor as measured by gross floor area; or b) for buildings with multiple floors, 25% or more of the building as measured by gross floor area.
- b. **Conversion of Surface Parking:** Development of land currently in use as surface parking, such that greater than 75% of the land used as parking is converted to another use (building, streetscape, plaza, park, etc.) See 7c for definition of “surface parking.”
- c. **Redevelop Deteriorating/deteriorated Parcel:** Development of site including the removal and replacement or redevelopment of a building of 500 gross square feet or more and unoccupied for a period of 36 months or more and including additional improvements to the site.
- d. **Reuse of Vacant Land:** Reuse of land currently not occupied by a building, parking lot, outdoor recreational use, public park or plaza.

2. Reuse of Targeted Sites

Purpose: The reuse of sites and buildings within a developed area of the community is in the public interest as there is an existing public investment already made by streets and utilities and, to the extent reuse attracts people and business activity, full utilization helps to support the vitality of neighboring properties. Reuse of historically significant buildings supports the authenticity and identity of the city and creates that often intangible asset referred to as “character”. Additionally, reuse of sites and buildings, and especially buildings of historic significance, is challenging because the renovation of existing buildings – bringing buildings into compliance with current building and fire codes – is costly and complex. Furthermore, existing sites may have environmental hazards from previous uses, especially if the prior uses include storage and distribution of petroleum products, auto repair, or laundry and dry cleaning. Removing building and site contamination is beneficial to public health and removes obstacles to productive use.

a. Reuse of National Historic Register Building: Reuse of a building that either 1) is and will remain listed on the National Register of Historic Places; or 2) will be listed on the National Register of Historic Places; or 3) in the opinion of Boise City Department of Planning and Development Services is eligible to be on the National Register of Historic Places according to the criteria of the National Park Service.

b. Reuse of site used in current or prior use as automotive or trucking, or laundry dry cleaning use : Reuse of a site for a use other than an automotive, trucking, or dry cleaning use. “Automotive use” is defined as either 1) fuel filling station; or 2) automotive or truck engine or tire repair; or 3) automotive, truck, or recreational vehicle sales; or 4) automotive or truck body or upholstery repair; or 5) automotive or truck wash or detailing; or 6) automotive or truck impound lot; or 7) automotive or truck salvage facility.

“Laundry dry cleaning” use is defined as current or former use as a wholesale or retail laundry dry-cleaning service. Sites/buildings formerly used as a dry cleaning qualify if they have not been adapted or site has not been remediated for a use other than dry cleaning.

c. Land Assemblage of Remnant Parcels: Project combines two or more parcels to provide for a development more aligned with the State Street District Plan than would have been possible on the parcels individually either through site or financial constraints.

d. Development of a site within ¼ mile of a designated Transit Node/Activity Center: Development of a site located within a 0.25 mile radius from the center of a Transit Node identified in the State Street Framework Plan or an Activity Center identified *Blueprint Boise*.

The State Street Framework Plan (2021) identifies five transit nodes with centers at the following intersections on State Street: 1) Horseshoe Bend Road; 2) Bogart Lane and Glenwood Street (Gary Lane); 3) Pierce Park Lane; 4) Collister Drive; and 5) Veterans Memorial Parkway and Whitewater Park Boulevard. The City of Boise’s comprehensive plan, *Blueprint Boise*, identifies Activity Centers that attract people for shopping, work, school, recreation and/or socializing. Activity Centers in or near the State Street District include the following locations: State & Collister, State & Glenwood/Gary, State & Whitewater Park, Jerry’s 27th Street Market, and State and 21st.

3. Environmental Remediation

Purpose: Existing sites may have environmental hazards created by previous uses, especially if the previous uses include storage and distribution of petroleum products, auto repair, or laundry and dry cleaning. Removing building and site contamination is beneficial to public health and removes obstacles to productive use.

a. More than \$100,000 costs: Costs are for those conditions identified by a formal environmental assessment or declared by a third party to be environmentally hazardous.

b. \$50,001 - \$100,000 costs: Costs are for those conditions identified by a formal environmental assessment or declared by a third party to be environmentally hazardous.

c. \$10,000 - \$50,000 costs: Costs are for those conditions identified by a formal environmental assessment or declared by a third party to be environmentally hazardous.

4. Utility Infrastructure

Purpose: The finance and construction of utilities and related infrastructure is fundamental to urban renewal and redevelopment. Idaho urban renewal law explicitly includes the furnishing of public utilities as an eligible activity. Finance and construction of utility infrastructure not only stimulates private investment but generates public benefits that are typically distributed broadly in expanding services in both the short term and long term.

Utility Infrastructure Eligibility Definition:

Includes Replacing/re-routing a main line, increasing the capacity of a main line, or extending a main line to a development site. It does NOT include connecting to an existing service line or adding a new line to connect to an existing main line.

- a. Integrate or Enhance the Boise Canal:** Eligible projects will integrate the canal system in design and orientation in alignment with the State Street Corridor Transit Oriented Development Policy Guidelines (2008) Objective r3.3.2 – ‘Incorporate natural water features’ which states “The canal system, particularly north of State Street is [a] natural amenity and attractor for node development. Canals should be day-lighted and nodes designed to integrate spring/summer irrigation flow and non-flow periods. Walking paths and trails should be preserved adjacent to canals.”

Projects for which improvements to the canal are required for safety and continued use and operation of the canal system including the construction of bridges or culverts may also be eligible for points in this category.

- b. Replace or Expand City-Owned Fiber Conduit:** See above. Project qualifies if it meets the above definition for fiber conduit owned by the City of Boise. Replacement or expansion of privately owned fiber lines still qualify as Eligible Expenses, but do not qualify the project for points in this category.

c. Replace or Expand Power: See above

d. Replace or Expand Sewer: See above

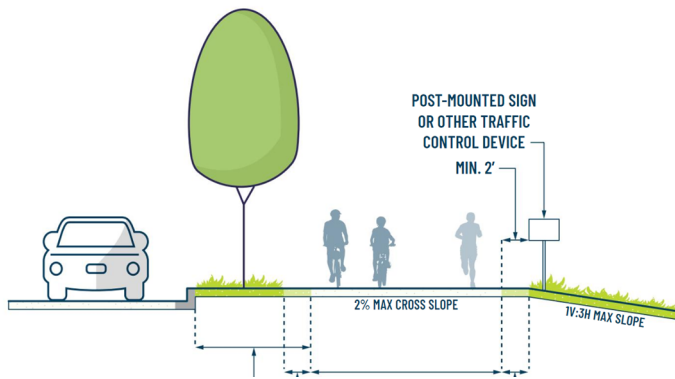
e. Replace or Expand Water: See above

- f. Storm Water Mitigation:** Project qualifies if
- 1) it includes the construction of new storm water treatment facilities on or adjacent to the site, and;
 - 2) the project’s storm water treatment facilities meet the standards of Boise City and Ada County Highway District for retention, and;
 - 3) the design of storm water treatment facilities has received Boise City design review approval.

5. Connectivity

Purpose: The finance and construction of streets and related infrastructure is fundamental to urban renewal and redevelopment. Idaho urban renewal law explicitly includes the furnishing of public streets as an eligible activity. In addition, the finance and construction of streets and pathways for pedestrians and bicyclists improves access to businesses and recreational amenities. The design of streets is essential to the physical form of development and the extent to which it supports clustering of economies that thrive on the synergy of multiple businesses, institutional uses, and social activities utilizing commercial enterprises.

- a. Add a Street:** The addition or extension of a public street providing pedestrian access and meeting the definition of “Public Street” pursuant to Chapter 9-20 of the Boise Municipal Code (Boise Subdivision Ordinance) or as approved by Boise City and Ada County Highway District. In order to meet this criterion, improvements should be made for a minimum length of 25 feet for at least part of the roadway and including curb, gutter and sidewalk.
- b. Add a Ground-Level Plaza or Park:** For the Park or Plaza to qualify, it shall have a minimum surface area of 800 square feet that is functionally suitable for walking, standing, or sitting. A Park must be approved by the Boise City Department of Parks and Recreation and in the right of way or a dedicated public easement area granted to Parks and Recreation. A Plaza must be approved by the Boise City Design Review and in the right of way or a dedicated public easement area granted to Boise City Planning and Development Services Department. At the discretion of the City, owner will be required to assume maintenance and operations responsibility to include custodial and security services that ensure safe and optimum conditions for public use unless otherwise agreed upon. The park/plaza must be clearly marked with monument signage as a public space, and must be available for public use 24/7.
- c. Add an Alley:** The addition or extension of a public alley as defined by Chapter 9-20 of the Boise Municipal Code (Boise Subdivision Ordinance) or as approved by Boise City and Ada County Highway District. In order to meet this criterion, improvements should be made for a minimum length of 25 feet for at least one half the width of the alley.
- d. Add a Pathway:** The addition or extension of a pathway providing access across the site linking origins and destinations off the development site and for non-motorized transportation and having a minimum width of six feet. To be an eligible expense the pathway must be in the right of way or a dedicated public easement area.
- e. Add or Substantially Improve a Sidewalk:** The addition, extension, or substantial improvement to the surface for a minimum of 6 feet in width and 25 feet in length. Substantial improvement is defined as the addition of a new concrete, brick or other approved surface and, as directed by the Boise Design Review Standards or approved by Boise City. A sidewalk differs from “pathway” in that the former is typically adjacent to and parallel with a curb and street.
- f. Add or substantially improve multi-use pathway:** The addition, extension, or substantial improvement of a pathway with a minimum of 12 feet in width and 25 feet in length with an 8-foot wide landscape buffer planted with trees, as directed and approved by the City of Boise. Substantial improvement is defined as the addition of a new concrete, brick, or other approved surface.



- g. Add or improve a street crossing for pedestrians and/or cyclists:** The addition or substantial improvement of a marked crosswalk creating a more comfortable Bicycle Level of Traffic Stress (BLTS) and/or Pedestrian Level of Traffic Stress (PLTS) as measured by the [Livable Streets Performance Measures](#) adopted by the Ada County Highway District in 2021. A project will be eligible if it improves existing or non-existing intersection features such that the BLTS or PLTS becomes level 1: High Comfort for All.

6. Mobility

Purpose: State Street is a critical transportation corridor linking downtown Boise to communities to the west, many of which are growing rapidly and the economic and employment center of downtown Boise. Expanded mobility choices and access to high-capacity transit is essential for the State Street District to improve the capacity and efficiency of the street system. Future bus rapid transit (BRT), a connected local street network, multi-use paths along State Street and other bicycle and pedestrian amenities in the district are essential features of a future complete transportation system. Additionally, mobility improvements, such as parking structures located at key transit nodes, can increase transit ridership and reduce the amount of surface parking that can then free up land for future development.

Mobility refers to facilities, amenities, and infrastructure that support: buses, transit, pedestrians, bicycles, scooters, EV and other alternative modes of transit.

- a. Last mile mobility choices and amenities:** Transportation services and infrastructure that enhance connections to and from fixed-route transit. Examples include bike racks, shared bike hubs, scooter parking, and rideshare pickup/drop-off zones.
- b. Remove curb cuts and consolidate drive aisles:** Project reduces the number of existing curb cuts and vehicular-pedestrian/cyclist conflict points through consolidation of vehicular circulation, entrances, and/or exits.
- c. Pedestrian oriented signage and wayfinding:** Pedestrian scale signage for wayfinding to nearby public amenities, transit routes, and multi-modal transportation options, shopping, services, and neighborhood information and amenities.
- d. Add Transit Stations, facilities and rider amenities:** The addition or improvement of transit facilities following [Valley Regional Transit Bus Stop Location and Transit Amenities Development Guidelines](#), and approved by public agencies as needed. Improvements include curb clearance for bus stopping zones, pedestrian waiting/standing areas, signage, passenger amenities such as bike racks, transit shelters or other weather protection, benches, trash receptacles, lighting, landscape features, intelligent transportation features (ITS), transit islands, or transfer/transit centers.
- e. TDM parking operations (operate shared parking model):** Project has a recorded shared parking plan with internal uses or directly adjacent properties and utilizes components of the City's Transportation Demand Management Program.
- f. Add bike secure bike storage and other cyclist amenities:** The addition or extension of bike lanes in the right of way and having a minimum of six feet in width with a buffer or physical protection and 25 feet in length, and/or the addition of public bike parking, shared bike systems, bike repair stations, etc. to a project. To be an Eligible Expense, bike facilities must be in the right of way or dedicated public easement area.

7. Walkability

Purpose: The success of downtown Boise is due in large part to its walkability. The vibrant social, cultural, and economic environment of a walkable urban environment attracts people and business activity and has that much sought after “sense of place”. The design elements of buildings and open spaces are key to a pedestrian-oriented environment, though sometimes there are market forces that work in opposition to these important design elements. Therefore, the program provides incentives to said design elements to promote economic vitality.

g. \geq 70% of sidewalk/setback is abutted by ground floor building face for new buildings or for existing buildings if more than 50% of building SF on parcel has been removed: Determined by dividing a) the distance of all exterior walls which are adjacent to and approximately parallel with property lines adjoining the public street right-of-way, excluding alleys, by b) the distance of all property lines adjoining the public street right-of-way, excluding alleys (Figure 7a-1). Existing buildings maintaining over 50% of square footage are eligible for these points regardless of the percentage of building face which abuts the sidewalk/setback. In the case of a corner site, 70% of each building face must abut a sidewalk / setback (Figure 7a-2).

h. \geq 60% Ground Floor Glazing on Street Frontages (\geq 30% res): For consistency, the “ground floor” of a building is defined as 12’ tall; any glazing higher than 12’ will not be included in this calculation. Glazing on street frontages includes all transparent windows and doors on exterior building walls on a plane 0 to 45 degrees of the property line adjoining the street (Figure 7b).

i. \geq 12’ Ground Floor Height: The height of the ground floor from sidewalk grade to finished ceiling, irrespective of suspended ceilings, shall have a minimum height of 12 feet. The height of the ground floor ceiling is calculated starting from sidewalk grade, irrespective of the height of the finished floor (Figure 7c).

j. Main Entry is Prominent, on the ground floor, and primary egress is to intersection or street, not parking: The principal ground floor building entrance shall face the street, be visible from the street and not shielded by columns, fences, or landscaping, nor shall it be separated from the street by surface parking (Figure 7d). In the event of a building site with multiple street frontages, any street shall qualify.

k. \geq 75% of ground floor frontage has functional awnings that extend 5-feet over public right of way or a public easement area: Awnings serve a public purpose and help promote walkable and livable streets by providing protection from the elements to anyone using the sidewalk. Awnings that cover sidewalk/patio dining allow the public to enjoy the public space throughout all of Boise’s seasons and stimulate economic opportunities for local businesses. Functional, non-retractable awnings include awnings or canopies of a durable material including but not limited to metal, polycarbonate, and durable fabric. Awnings meeting this definition shall be located on a building plane parallel with the property line adjoining public right-of-way, have a minimum depth of five feet, and extend five feet over public right-of-way (Figure 7e). Awnings must not be more than 15’ above the sidewalk level. Awnings located in the public realm must obtain the necessary approval by the Boise City Design Review Commission and an encroachment license from Boise City and/or Ada County Highway District, which is revocable. Awning maintenance is the responsibility of the building owner.

l. Public Art Element: To qualify as an Eligible Expense, Public Artwork must be **selected** through the Boise City Department of Arts and History’s Public Art Program process. The art will also need to be approved by Boise City as part of the process. Public art must be located in the public right-of-way or a dedicated Public Art Easement / License Agreement. Ownership and maintenance will be determined by Boise City, and in most cases the building owner will retain ownership of artwork and be responsible for ongoing maintenance with a minimum lifespan prescribed in an associated agreement (i.e. a maintenance agreement and/or Art Façade Easement). Reimbursement for public art is capped at 1%

of the total project budget.

7. Walkability: Figures

Figure 7a-1: Building Abutting Sidewalk

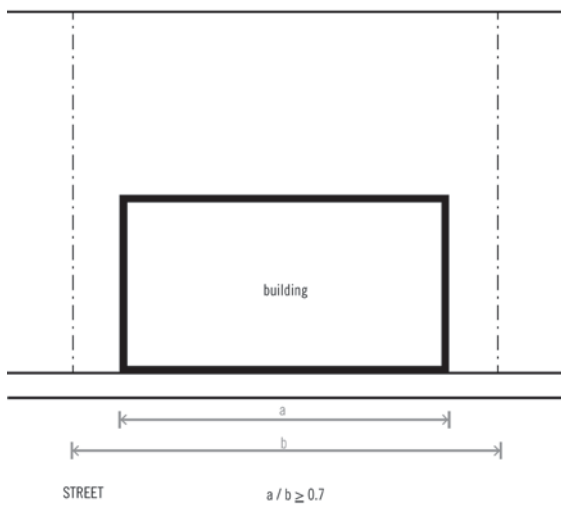


Figure 7a-2: Building Abutting Sidewalk on Corner

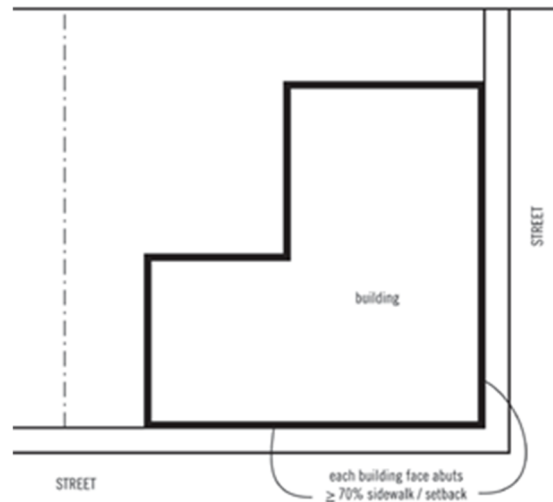


Figure 7b: Ground Floor Glazing

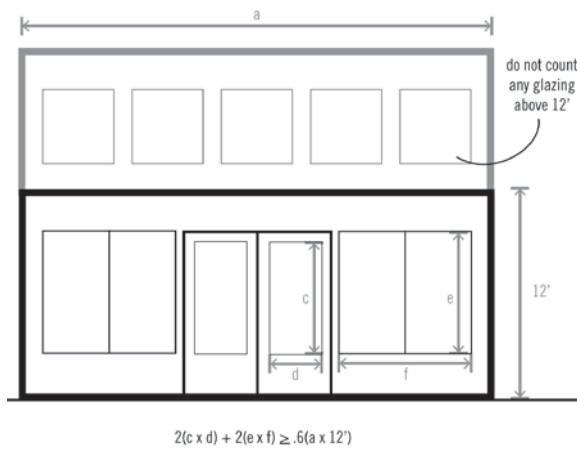


Figure 7c: Ground Floor Height

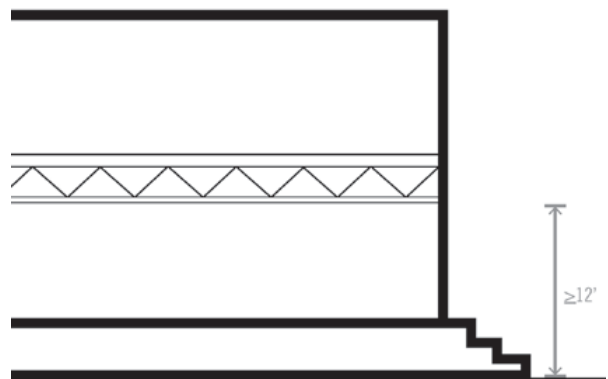


Figure 7d: Main Entry Prominence

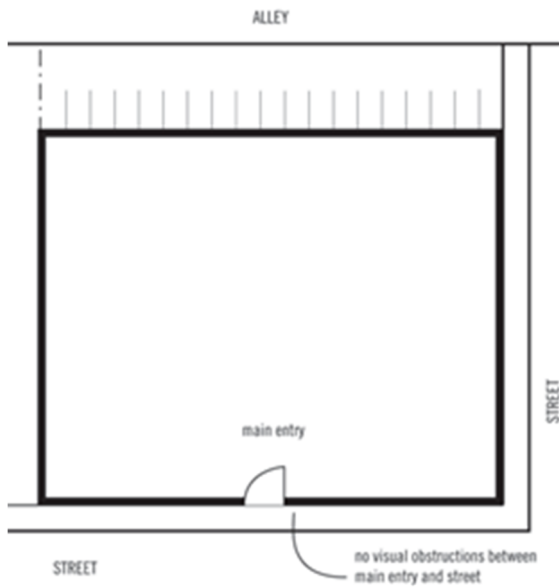
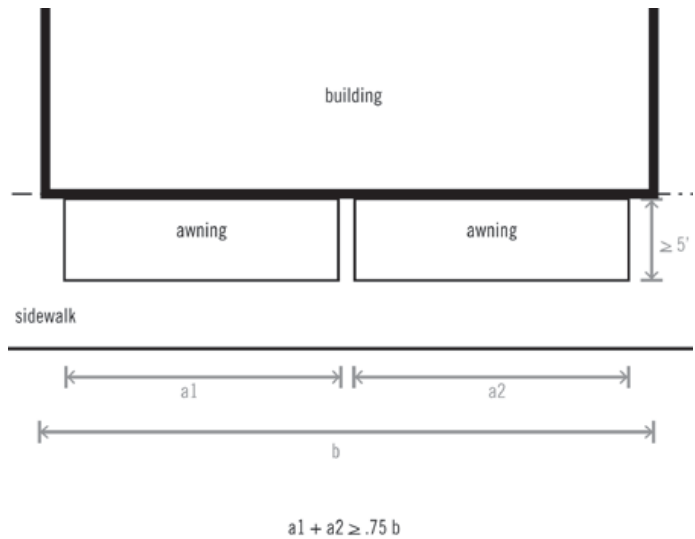


Figure 7e: Ground Floor Awnings



8. Compact Development

Purpose: Urban economists have long understood the importance of density as a key element in the economic and social health of cities and city downtowns in particular. Urban density provides the critical mass necessary to support business activity where land and construction prices are often higher. The proximity of businesses and individuals to one another provides economic linkages through buyer and seller relationships, which are essential to supporting vibrant central city economies. Density creates a concentration of people, which attracts other people, which in turn supports business activity and a sense of urban safety and security.

Calculation: Floor Area Ratio, or FAR, is a measure of density across various urban land uses. FAR is calculated by dividing the gross floor area for building(s) on a site by the area of the site. Gross floor area is the sum of all horizontal areas within the exterior walls of all above-ground floors of the building. For example, a building with a gross floor area of 100,000 square feet on a site of 50,000 square feet has a FAR of 2.0. Finished basements and exterior stairwells can be included in this calculation.

a. **3.0 + FAR:** See above

b. **2.0 to 2.9 FAR:** See above

c. **1.0 to 1.9 FAR:** See above

d. **0.5 to 0.9 FAR:** See above

9. Site Design

Purpose: How parking and loading areas are designed is important for the vibrancy of high density mixed use commercial corridors. Large areas of surface parking erode the density of people and business activity and adversely affect environments for pedestrians. A highly walkable environment is especially important to the health of retail shops, restaurants, and entertainment venues. Locating parking and loading areas at the rear or interior of buildings is a solution that is effective on a small scale. For larger parking needs, the provision of parking within parking garages is generally most effective although structured parking is expensive. For economic and aesthetic reasons the provision of parking below grade is preferred over above-grade parking, although parking below grade is substantially more expensive to build than above grade parking. Where the provision of surface parking adjacent to streets and sidewalks is necessary, the negative effects of such parking may be mitigated by the installation of an attractive wall or fence between the parking and the street right-of-way. The wall and fence serves as a “street wall” providing the vertical element essential for a sense of enclosure for the street and sidewalk.

a. Structured Parking Below or above grade, or no surface parking: Any parking area consisting of three or more parking stalls covered by a roof with usable space above and surrounded on two or more sides by columns or walls. Free-standing garages and carports, unless they have usable space above the parking area, do not meet this definition. Additionally, 25% or more of the parking provided on the site shall be located within the parking structure as defined. For example, a development site for which 25 or more of the 100 parking stalls on site are within a structure meets this criterion. Agency staff shall have discretion in determining eligibility for sites of unusual configurations.

b. Parking Location is to Rear side of Building or is screened by wall, fence, or landscaping: Surface parking shall be located interior to the site, as shown in *Section 9. Site Design: Figures* on the following page. Screening achieved through a wall or fence shall be parallel to the street and a height of 30” to 48” from the finished grade of the parking area. Landscaping shall be provided along the street facing side for fencing/walls at grade with the street. Walls meeting this criterion shall be constructed of concrete or masonry, fencing shall be wood, unless otherwise approved by City of Boise Design Review.

c. Internal circulation creates parking blocks no larger than 55,000 SF: Square footage shall be calculated as the area accessible to vehicles, including parking spaces, drive aisles, and loading zones. Landscaping islands and pedestrian-only surfaces shall not be included.

d. Pedestrian access \leq 250': Sidewalks or pathways with a minimum width of 5-feet shall connect the pedestrian facilities along the street to entrances of the buildings without crossing areas shared by vehicles such as parking lots or drive aisles. A pedestrian connection meeting the above definition shall be provided for every 250-feet of frontage, for example, a property with 750 feet of frontage shall provide three connections.

e. Buildings are placed at corners of intersections or along main street(s): Building walls will abut the most actively used street sidewalk or setback. Main entrances will be located on the most actively used street adjacent to the site. Buildings on corners will have main entrances engaging the street intersection.

9. Site Design: Figures

Figure 9-1: Parking to Rear of Building

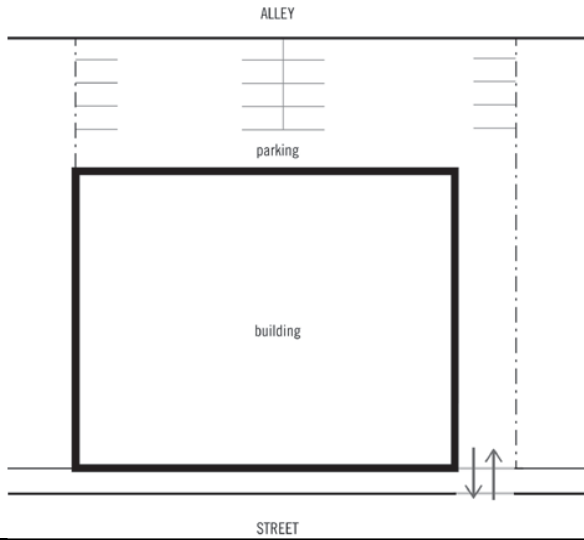


Figure 9-2: Parking to Interior of Building

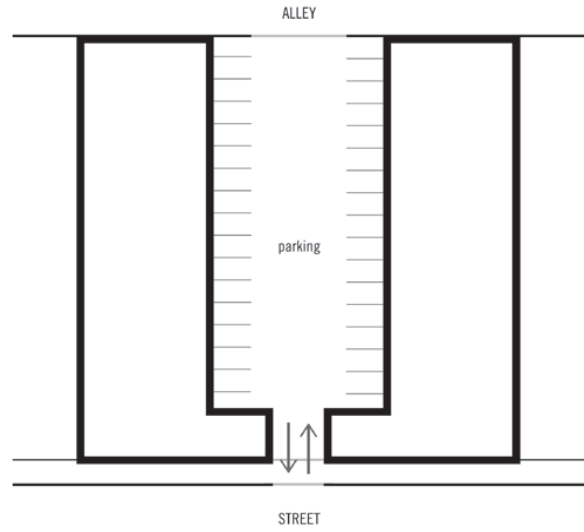


Figure 9-3: Parking to Rear on a Corner Site, Option 1

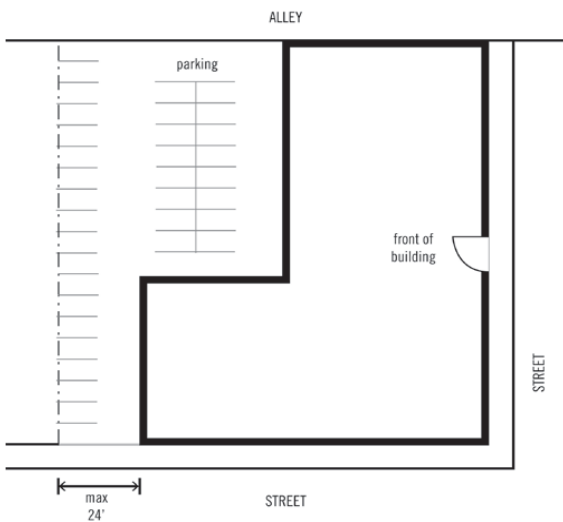


Figure 9-4: Parking to Rear on a Corner Site, Option 2

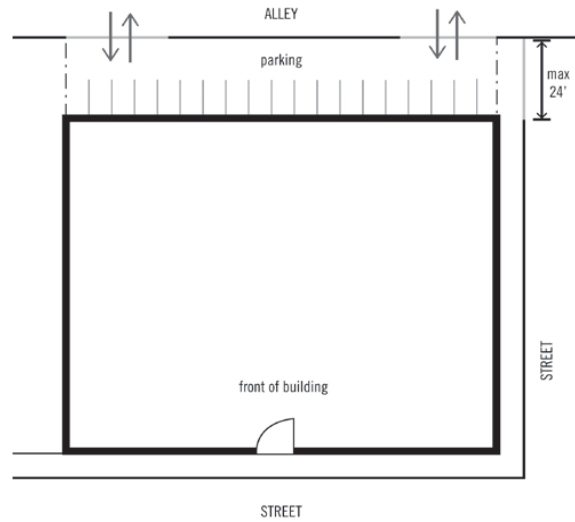


Figure 9-5: Screened and Sunken Parking

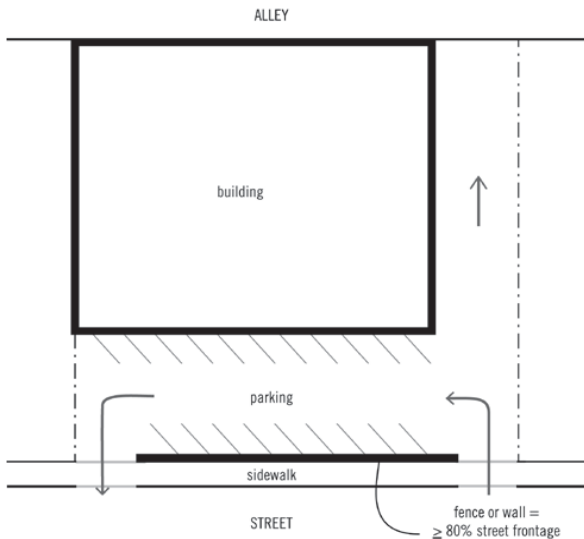


Figure 9-6a:

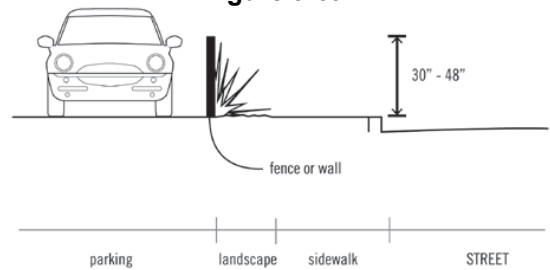
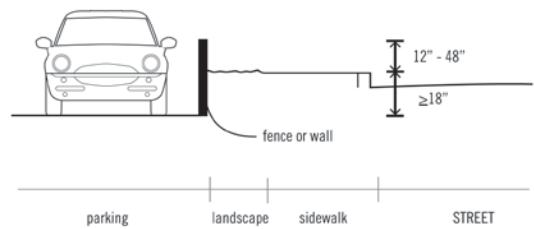


Figure 9-6b:



10. Targeted Uses

Purpose: Some uses more than others have the potential to generate secondary activities commonly referred to as “spin- off development”. Some uses perform better than others in producing jobs with relatively high wages and salaries. Some uses are beneficial because they generate products and services that are exported outside the community and region. In addition, some activities are valuable within the mix of uses in Boise but may be missing or in short supply, like housing. The following is a list of uses and business categories with these characteristics. This program awards points as a way to incent and mitigate obstacles for the development of these uses.

a. Multi-story building(s) with a vertical mix of uses: A building that includes a combination of residential and commercial or office uses. Commercial uses are typically found on the ground level, with residential and/or office uses occupying the upper floors of buildings.

b. Affordable Housing: Residential project that is funded with Low-Income Housing Tax Credits awarded by the Idaho Housing and Finance Association or equivalent with 10 or more dwelling units. Project must serve households whose incomes are at or below 60% Area Median Income in Ada County as defined by current U.S. Housing and Urban Development Department standards.

Rental projects that meet these criteria may be eligible for an increased reimbursement term and reimbursement factor in the Type 2 Program (see Type 2 information).

c. Middle Income or Workforce Housing: Residential projects with 10 or more dwelling units, in which not less than 10% of the units serve households whose incomes are at or below 100% Area Median Income in Ada County as defined by current U.S. Housing and Urban Development Department Standards. Income Qualified Units must be integrated throughout the development cohesively with market rate units. No difference between the units should be obvious from the exterior.

Developer must supply CCDC with the project’s rent roll showing that the project meets the above requirements for the Reimbursement Term to qualify for these Scorecard points on an annual basis.

Rental projects that meet these criteria may be eligible for an increased reimbursement term and reimbursement factor in the Type 2 program (see Type 2 information).

b. Pedestrian-focused, neighborhood serving retail: A use which provides day-to-day services for nearby residents and is accessible via pedestrian connection to the larger neighborhood pedestrian system. Examples could include day cares, medical facilities, groceries, and restaurants. Agency staff shall have discretion in defining eligibility through an analysis of existing pedestrian facilities and uses in the nearby area.

c. Food and beverage economy: “Food Economy” is any organization with a minimum of 2 members and 50% or more of its workforce employed in Standard Occupation Codes (Federal Bureau of Labor Statistics) 35-1000 through 35-9099 excepting 35-2011 through 35-2013, 35-3020 through 30-2029, and 35-3041; or SOCs 51-3000 through 51-3099 excepting 51-3023; working at the subject location and occupying 5,000 square feet or more of the building on site.

d. Minority owned or local Business: “Minority Owned” is any organization at least 51% owned, operated and controlled on a daily basis by one or more U.S. citizens who are socially and economically disadvantaged as defined by the federal government in Title 13 Part 124 of the Code of Federal Regulations.

“Local Business” is any organization registered through the Idaho Secretary of State that is at least 51% owned, operated, and controlled on a daily basis by residents of the State of Idaho. Ineligible businesses include publicly traded companies, multilevel marketing, gambling establishments, pyramid investments, and adult entertainment.

To qualify for points, Minority Owned or Local Businesses must occupy 5,000 square feet or more of the building on site.

e. Drive-thru Retail: Any actively used drive-thru facility on the project site.

11. Sustainable Building

Purpose: The long term operating efficiency of buildings, like working roads, sewer and other utilities, is important to the long term viability of downtown Boise and address issues such as EPA non-attainment status and heat island mitigation. Energy efficient buildings are commercially sought after, attract strong tenants, and create long term value in the private community infrastructure by leaving more resource capacity available for additional growth.

a. Living Building Certification: As determined by any accrediting agency or third party demonstrating the same or equivalency. Upon completion of the development, provide documentation from an accredited agency or equivalent third party.

b. LEED Certification: As determined by any accrediting agency or third party demonstrating the same or equivalency. Upon completion of the development, provide documentation from the U.S. Green Building Council showing certification.

c. Onsite energy generation: Electric generating systems such as solar panels are installed on-site and provide power to the development and/or grid.

d. EV charging stations: Public or private parking spaces for electric vehicles and the necessary equipment to charge them.



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IV. CONSENT AGENDA



Paid Invoice Report

For the Period: 6/1/2022 through 6/30/2022

<u>Payee</u>	<u>Description</u>	<u>Payment Date</u>	<u>Amount</u>
Debt Service:			
			Total Debt Payments:
			-
Payroll:			
PERSI	Retirement Payment	6/1/2022	21607.82
EFTPS - IRS	Federal Payroll Taxes	6/1/2022	16225.46
Idaho State Tax Commission	State Payroll Taxes	6/1/2022	2444.00
CCDC Employees	Direct Deposits Net Pay	6/1/2022	41801.08
PERSI	Retirement Payment	6/15/2022	21,407.81
EFTPS - IRS	Federal Payroll Taxes	6/15/2022	16,249.42
Idaho State Tax Commission	State Payroll Taxes	6/15/2022	2,457.00
CCDC Employees	Direct Deposits Net Pay	6/15/2022	41,964.09
PERSI	Retirement Payment	6/29/2022	22,621.77
EFTPS - IRS	Federal Payroll Taxes	6/29/2022	18,115.82
Idaho State Tax Commission	State Payroll Taxes	6/29/2022	2,802.00
CCDC Employees	Direct Deposits Net Pay	6/29/2022	45,506.37
			Total Payroll Payments:
			253,202.64
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	June 2022	873,990.71 A
Total Cash Disbursements:			\$ 1,127,193.35

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

Joey Chen

 Finance Director

 7/5/2022

 Date

John Brunelle

 Executive Director

 7/6/2022

 Date

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4136	Abbey Louie LLC	279	Management Training FY2	05/31/2022	4,000.00	12471	06/29/2022
Total 4136:					4,000.00		
4082	Acme Fast Freight	1600010123	11th & Front garage CAM e	06/01/2022	2,548.76	12472	06/29/2022
Total 4082:					2,548.76		
4126	Agnew Beck Consulting Inc	10435	Old Boise Blocks on Grove	04/30/2022	680.00	12473	06/29/2022
Total 4126:					680.00		
3838	American Fire Protection L	13377	Monthly pump inspection &	05/30/2022	185.00	64208	06/28/2022
Total 3838:					185.00		
1316	Blue Cross of Idaho	2212400000	Health Insurance - Jun 202	06/01/2022	33,164.07	64181	06/01/2022
Total 1316:					33,164.07		
1385	Boise City Utility Billing	X1177JUN22	848 Main St # 0447416001	06/01/2022	9.24	12502	06/27/2022
Total 1385:					9.24		
4022	Boxcast Inc	B57F3A3-00	storage fees	05/31/2022	29.91	12474	06/29/2022
Total 4022:					29.91		
3712	Car Park	APR2022	9th & Front - City Centre	04/30/2022	38,341.84	12490	06/30/2022
		APR2022	9th & Main - Eastman	04/30/2022	22,533.67	12490	06/30/2022
		APR2022	Cap & Main - Cap Terrace	04/30/2022	29,660.32	12490	06/30/2022
		APR2022	Cap & Myrtle - Myrtle	04/30/2022	21,878.37	12490	06/30/2022
		APR2022	10th & Front - Grove	04/30/2022	30,636.53	12490	06/30/2022
		APR2022	Cap & Main - refunds	04/30/2022	24.00	12490	06/30/2022
		APR2022	Cap & Myrtle - refunds	04/30/2022	15.00	12490	06/30/2022
Total 3712:					143,089.73		
1556	Caselle Inc.	116739	Contract support - Jun 202	06/01/2022	840.00	64182	06/01/2022
		117165	W-2 Year-End Services 20	04/30/2022	950.00	64209	06/28/2022
Total 1556:					1,790.00		
1595	City of Boise	IL1878	Downtown Core Maint - R	05/31/2022	2,088.45	64210	06/28/2022
		IL1878	Downtown Core Maint - W	05/31/2022	1,512.33	64210	06/28/2022
		IL1896	Downtown Core Maint - R	06/01/2022	2,088.45	64210	06/28/2022
		IL1896	Downtown Core Maint - W	06/01/2022	1,512.33	64210	06/28/2022
Total 1595:					7,201.56		
4116	Civil Survey Consultants In	20015-18	Production Street and Gow	05/31/2022	924.00	12491	06/30/2022
		22018-01	Eisenman Rd. Pedestrian	05/30/2022	6,739.00	12491	06/30/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 4116:					7,663.00		
3977	Cushing Terrell Architects	168286	Parking Garage EV Chargi	05/31/2022	3,972.00	12475	06/29/2022
Total 3977:					3,972.00		
1838	Elam & Burke P.A.	196247	Units 401/102 Civic Partner	05/31/2022	375.00	12492	06/30/2022
		196248	Parking Matters	05/31/2022	137.90	12492	06/30/2022
		196249	State Street - New URD	05/31/2022	1,800.00	12492	06/30/2022
		196251	Block 68	05/31/2022	12,409.25	12492	06/30/2022
		196252	101-0 General	05/31/2022	1,134.40	12492	06/30/2022
		196253	River Myrtle Implement Act	05/31/2022	2,127.50	12492	06/30/2022
		196254	WS District	05/31/2022	157.50	12492	06/30/2022
Total 1838:					18,141.55		
1982	GGLO LLC	10	RMOB Linen Blocks on Gr	04/30/2022	22,210.00	12493	06/30/2022
		10	WS Linen Blocks on Grove	04/30/2022	23,165.00	12493	06/30/2022
Total 1982:					45,375.00		
3695	Guho Corp.	220101025-0	10th & Front Stairwell Encl	05/31/2022	3,937.02	12494	06/30/2022
		220101030-0	CCDC Office Remodel We	06/17/2022	13,739.00	12494	06/30/2022
Total 3695:					17,676.02		
3810	Hummel Architects PLLC	10367	ParkBOI-Stairwell Hand Ra	05/31/2022	218.75	12476	06/29/2022
Total 3810:					218.75		
2165	Idaho Power	6607 MAY20	9th St outlets #220040660	05/31/2022	3.51	12470	06/22/2022
		7995 MAY22	9th & State # 2201627995	06/01/2022	3.51	12469	06/17/2022
Total 2165:					7.02		
3900	Idaho Records Manageme	0150294	Records Storage	06/01/2022	40.00	12477	06/29/2022
Total 3900:					40.00		
2288	Jensen Belts Associates	2114-12	11th Street Bikeway & Stre	05/31/2022	18,083.35	12495	06/30/2022
		2114-12	11th Street Bikeway & Stre	05/31/2022	3,203.35-	12495	06/30/2022
		2114-12	11th Street Bikeway & Stre	05/31/2022	13,410.00	12495	06/30/2022
		2114-12	8th and Bannock Streetsca	05/31/2022	13,410.00-	12495	06/30/2022
Total 2288:					14,880.00		
2360	Kittelson & Associates Inc.	0126377	8th St Improvements, State	04/30/2022	2,430.00	12478	06/29/2022
Total 2360:					2,430.00		
3439	KPFF Consulting Engineer	423930	Parking Garages Five Year	04/30/2022	4,330.00	12479	06/29/2022
Total 3439:					4,330.00		
3950	McAlvain Construction Inc.	1210109.1	WS Preconstruction	05/31/2022	2,100.00	12480	06/29/2022
		1210109.2	RMOB Preconstruction	05/31/2022	900.00	12480	06/29/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 3950:					3,000.00		
2186	McClatchy Company LLC	119483	Legal Notice	05/31/2022	28.14	12481	06/29/2022
Total 2186:					28.14		
3767	neurilink llc	3361	Boardroom Meeting Tech U	06/14/2022	21,604.36	12496	06/30/2022
Total 3767:					21,604.36		
4023	Primary Electric Inc	5478	421 Bldg sign-WS	04/22/2022	90.00	12482	06/29/2022
Total 4023:					90.00		
2774	Pro Care Landscape Mana	43714	Landscape Maintenance -	05/31/2022	368.00	12483	06/29/2022
		43715	Landscape Maintenance -	05/31/2022	162.20	12483	06/29/2022
		43716	Landscape Maintenance -	05/31/2022	45.00	12483	06/29/2022
		43717	Landscape Maintenance -	05/31/2022	54.00	12483	06/29/2022
		43718	Landscape Maintenance -	05/31/2022	60.00	12483	06/29/2022
Total 2774:					689.20		
2798	Quadrant Consulting Inc.	12093	State Street Streetscape (05/31/2022	2,816.00	12497	06/30/2022
		12115	2022 URD Mapping Updat	05/31/2022	3,479.39	12497	06/30/2022
Total 2798:					6,295.39		
3896	Rim View LLC	JUN2022	Monthly Rent - Trailhead J	06/01/2022	15,707.50	64183	06/01/2022
Total 3896:					15,707.50		
3796	Scheidt & Bachmann USA I	48042	May 2022 Merchant Fees	05/31/2022	882.80	12484	06/29/2022
Total 3796:					882.80		
3974	Stability Networks Inc.	39970	IT Services - FY2022	05/31/2022	3,255.00	12485	06/29/2022
		40039	AppRiver SecureTide	05/31/2022	89.00	12485	06/29/2022
		40039	Cisco Subscription	05/31/2022	5.84	12485	06/29/2022
		40039	M365 Apps for Business	05/31/2022	188.30	12485	06/29/2022
		40039	Cloud Backup	05/31/2022	495.00	12485	06/29/2022
Total 3974:					4,033.14		
3029	State Insurance Fund	26285434	Installment Premium	05/26/2022	1,312.00	64211	06/28/2022
Total 3029:					1,312.00		
4109	Syringa Networks LLC	20339 JUN2	internet & data - Jun 2022	06/01/2022	645.56	64212	06/28/2022
Total 4109:					645.56		
3831	The Land Group Inc.	0148243	Fulton Street Improvement	05/31/2022	7,260.00	12498	06/30/2022
Total 3831:					7,260.00		
4074	The Potting Shed	20714	Interior Plant Maint.	05/31/2022	65.00	64213	06/28/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 4074:					65.00		
4183	Track Utilities LLC	APP #FINAL	Production & Gowen Rd Ut	05/01/2022	424,012.26	64214	06/28/2022
		APP #FINAL	Production & Gowen Rd Ut	05/01/2022	119,344.92-	64214	06/28/2022
Total 4183:					304,667.34		
3170	Treasure Valley Coffee Inc	2160:082152	Coffee	06/14/2022	151.30	12486	06/29/2022
Total 3170:					151.30		
3233	United Heritage	02014-001 J	Disability insurance - Jun 2	06/01/2022	1,600.28	64215	06/28/2022
Total 3233:					1,600.28		
3486	Urban Land Institute	4317053	Sponsorship	06/10/2022	750.00	64216	06/28/2022
Total 3486:					750.00		
3835	US Bank - Credit Cards	05.25.22	Voice, Data & Webhosting	05/25/2022	100.63	12468	06/13/2022
		05.25.22	Office Supplies	05/25/2022	1,824.07	12468	06/13/2022
		05.25.22	Computer & Software Supp	05/25/2022	784.14	12468	06/13/2022
		05.25.22	Personnel Training (Local)	05/25/2022	1,229.50	12468	06/13/2022
		05.25.22	Local Meetings & Transport	05/25/2022	576.94	12468	06/13/2022
		05.25.22	Professional Services Gen	05/25/2022	90.00	12468	06/13/2022
		05.25.22	Office furniture	05/25/2022	874.97	12468	06/13/2022
		05.25.22	Street/District Improvement	05/25/2022	2,332.54	12468	06/13/2022
		05.25.22	Street/District Improvement	05/25/2022	2,332.54	12468	06/13/2022
		05.25.22	Repairs & Maintenance	05/25/2022	604.38	12468	06/13/2022
		05.25.22	Banking & Merchant Fees	05/25/2022	121.10	12468	06/13/2022
Total 3835:					10,870.81		
3266	Valley Regional Transit	29964	Boise Bike Share 2.0 Pilot	06/10/2022	65,000.00	12499	06/30/2022
Total 3266:					65,000.00		
3242	Veolia (Suez Water Idaho)	4259 MAY20	516 S 9th St irri #06006391	05/20/2022	39.28	12467	06/06/2022
Total 3242:					39.28		
4196	Visionkit Studio, LLC	BA29B9E5-0	Headshot - Strong	05/22/2022	300.00	12487	06/29/2022
Total 4196:					300.00		
4195	Walker Consultants, Inc.	2300858600	2022 Downtown Boise Par	05/26/2022	13,792.36	12500	06/30/2022
Total 4195:					13,792.36		
3365	Westerberg & Associates	258	Lobbist Services	05/31/2022	2,000.00	12488	06/29/2022
Total 3365:					2,000.00		
3998	Western Records Destructi	0592231	Records Destroyed	05/31/2022	67.00	64217	06/28/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 3998:					67.00		
3374	Western States Equipment	IN002034184	Bldg 8 generator inspection	05/31/2022	301.54	64218	06/28/2022
		IN002034383	Bldg 8 fire pump inspection	05/31/2022	1,028.28	64218	06/28/2022
Total 3374:					1,329.82		
3398	Wright Brothers	21216-05	Main & Fairview Transit Sta	05/31/2022	104,035.24	12501	06/30/2022
Total 3398:					104,035.24		
3990	Xerox Corporation	016356676	Copier Lease	05/31/2022	342.58	12489	06/29/2022
Total 3990:					342.58		
Grand Totals:					873,990.71		

873,990.71 A

Report Criteria:
 Detail report type printed



Paid Invoice Report

For the Period: 5/1/2022 through 5/31/2022

<u>Payee</u>	<u>Description</u>	<u>Payment Date</u>	<u>Amount</u>
Debt Service:			
Payroll:			Total Debt Payments:
			-
PERSI	Retirement Payment	5/4/2022	20,361.63
EFTPS - IRS	Federal Payroll Taxes	5/4/2022	15,467.16
Idaho State Tax Commission	State Payroll Taxes	5/4/2022	2,330.00
CCDC Employees	Direct Deposits Net Pay	5/4/2022	40,065.00
PERSI	Retirement Payment	5/18/2022	21,267.08
EFTPS - IRS	Federal Payroll Taxes	5/18/2022	16,347.80
Idaho State Tax Commission	State Payroll Taxes	5/18/2022	2,487.00
CCDC Employees	Direct Deposits Net Pay	5/18/2022	42,318.77
			Total Payroll Payments:
			160,644.44
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	May 2022	391,403.66

Total Cash Disbursements: \$ 552,048.10

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

Joey Chen

Finance Director

7/5/2022

Date

John Brunelle

Executive Director

7/6/2022

Date

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4181	3rd & Broad LLC	T1 PO21007	406 S 3rd St - Mother Eart	04/29/2022	22,100.00	64184	05/26/2022
		T1 PO21007	406 S 3rd St - Mother Eart	04/29/2022	5,713.00	64184	05/26/2022
Total 4181:					27,813.00		
4136	Abbey Louie LLC	274	Management Training FY2	04/30/2022	4,000.00	12433	05/27/2022
Total 4136:					4,000.00		
3871	ABC Stamp Signs & Award	0559233	Name plate & holder- Ersta	04/01/2022	55.30	64185	05/26/2022
		0560172	Notary blue stamp	05/02/2022	41.50	64185	05/26/2022
		0560341	Name plate & holder- Pere	05/10/2022	27.65	64185	05/26/2022
		0560341	Employee Name Tags: Sch	05/10/2022	32.80	64185	05/26/2022
Total 3871:					157.25		
3652	ACHD Commuteride	197626-1	May in Motion Sponsorship	04/11/2022	5,000.00	64186	05/26/2022
Total 3652:					5,000.00		
4082	Acme Fast Freight	1600009976	11th & Front garage CAM e	05/01/2022	2,548.76	12434	05/27/2022
Total 4082:					2,548.76		
3659	Ada County	APR 2022 #1	Apr 2022 Master Ground	04/30/2022	12,309.75	64187	05/26/2022
		APR 2022 #1	Apr 2022 Surplus Ground	04/30/2022	14,389.00	64187	05/26/2022
Total 3659:					26,698.75		
1058	Ada County Highway Distri	17151	2020 Downtown Boise Impl	04/27/2022	733.50	64188	05/26/2022
Total 1058:					733.50		
4085	Ada County Treasurer	3815336	parcel R1013001951 - 521	04/01/2022	3,344.94	64189	05/26/2022
Total 4085:					3,344.94		
1139	American Cleaning Service	29625	Building 8: windows, 2nd fl	04/22/2022	440.00	12435	05/27/2022
Total 1139:					440.00		
3838	American Fire Protection L	13246	Service call	04/30/2022	185.00	64190	05/26/2022
Total 3838:					185.00		
3885	Berkley North Pacific	60000389 M	commercial package FY20	05/09/2022	661.00	64191	05/26/2022
Total 3885:					661.00		
1316	Blue Cross of Idaho	2209600000	Health Insurance - May 20	05/01/2022	31,269.94	64164	05/02/2022
Total 1316:					31,269.94		
1385	Boise City Utility Billing	X1177MAY22	848 Main St # 0447416001	05/01/2022	9.24	12463	05/26/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 1385:					9.24		
4022	Boxcast Inc	B57F3A3-00	storage fees	04/30/2022	29.41	12436	05/27/2022
Total 4022:					29.41		
3461	Business Interiors of Idaho	PR11690-1	CCDC office walls project -	05/10/2022	10,437.96	64192	05/26/2022
Total 3461:					10,437.96		
1556	Caselle Inc.	116124	Contract support - May 202	05/01/2022	840.00	64165	05/02/2022
Total 1556:					840.00		
1595	City of Boise	IL1887	Trash - RMOB	04/30/2022	328.92	64193	05/26/2022
		IL1887	Trash - WS	04/30/2022	154.78	64193	05/26/2022
Total 1595:					483.70		
4116	Civil Survey Consultants In	20015-17	Production Street and Gow	04/30/2022	792.00	12437	05/27/2022
Total 4116:					792.00		
3977	Cushing Terrell Architects	167407	Parking Garage EV Chargi	04/30/2022	993.00	12438	05/27/2022
Total 3977:					993.00		
1838	Elam & Burke P.A.	195809	Public Records Request	04/30/2022	45.20	12454	05/31/2022
		195811	Parking Matters	04/30/2022	75.00	12454	05/31/2022
		195812	State Street Plan	04/30/2022	125.00	12454	05/31/2022
		195813	Block 68	04/30/2022	12,217.20	12454	05/31/2022
		195814	101-0 General	04/30/2022	1,643.64	12454	05/31/2022
		195815	WS District	04/30/2022	25.00	12454	05/31/2022
		195816	Gateway District	04/30/2022	50.00	12454	05/31/2022
Total 1838:					14,181.04		
4191	Fimbel, Amy	04.30.22	Parking & transportation	04/30/2022	34.42	12431	05/20/2022
		04.30.22	Meals	04/30/2022	81.40	12431	05/20/2022
Total 4191:					115.82		
1982	GGLO LLC	9	RMOB Linen Blocks on Gr	04/15/2022	15,465.46	12455	05/31/2022
		9	RMOB Linen Blocks on Gr	04/15/2022	26,508.66	12455	05/31/2022
		9	WS Linen Blocks on Grove	04/15/2022	41,342.63	12455	05/31/2022
Total 1982:					83,316.75		
3695	Guho Corp.	21066-02	Linen Blocks on Grove SS	04/30/2022	3,296.47	12439	05/27/2022
Total 3695:					3,296.47		
4115	HDR Engineering Inc	1200430711	Main & Fairview Transit Sta	04/23/2022	1,708.90	12440	05/27/2022
		1200430711	Main & Fairview Transit Sta	04/23/2022	1,702.20	12440	05/27/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 4115:					3,411.10		
3810	Hummel Architects PLLC	10270	ParkBOI-Stairwell Hand Ra	04/30/2022	1,093.75	12441	05/27/2022
		10271	Parking Garage Membrane	04/30/2022	311.00	12441	05/27/2022
Total 3810:					1,404.75		
2129	Idaho Blueprint and Supply	473624	2022 May in Motion	04/25/2022	329.00	12442	05/27/2022
Total 2129:					329.00		
2165	Idaho Power	6607 APR20	9th St outlets #220040660	04/30/2022	3.51	12432	05/19/2022
		7995 APR20	9th & State # 2201627995	04/30/2022	3.51	12430	05/18/2022
Total 2165:					7.02		
3900	Idaho Records Manageme	0149874	Records Storage	05/01/2022	40.00	12443	05/27/2022
Total 3900:					40.00		
2183	Idaho State Tax Commissio	04.14.2022	Urban Renewal Workshop	04/14/2022	300.00	64194	05/26/2022
Total 2183:					300.00		
2252	International Downtown As	227050	Member dues 7/1/22-7/2/2	05/13/2022	1,205.00	64195	05/26/2022
Total 2252:					1,205.00		
2288	Jensen Belts Associates	2105-10	Old Boise Blocks on Grove	05/13/2022	13,981.00	12456	05/31/2022
		2114-11	11th Street Bikeway & Stre	04/30/2022	719.50	12456	05/31/2022
		2114-11	11th Street Bikeway & Stre	04/30/2022	555.15	12456	05/31/2022
		2114-11	11th Street Bikeway & Stre	04/30/2022	3,415.00	12456	05/31/2022
		2114-11	11th Street Bikeway & Stre	04/30/2022	2,845.00	12456	05/31/2022
		2114-11	11th Street Bikeway & Stre	04/30/2022	10,072.00	12456	05/31/2022
		2114-11	11th Street Bikeway & Stre	04/30/2022	2,818.00	12456	05/31/2022
		2114-11	11th Street Bikeway & Stre	04/30/2022	3,203.35	12456	05/31/2022
Total 2288:					37,609.00		
3910	Joey Chen	04.26.2022	Admin Day purchases	04/26/2022	63.22	12428	05/06/2022
Total 3910:					63.22		
4006	Kathy Wanner	MAY 13 2022	NIGP AUG2018 Expense R	05/17/2022	96.00	12462	05/25/2022
Total 4006:					96.00		
3913	Kimley-Horn and Associate	20481192	Area 6 Parking Supply/De	12/31/2021	2,970.00	12444	05/27/2022
Total 3913:					2,970.00		
2360	Kittelson & Associates Inc.	0125540	8th St Improvements, State	04/21/2022	1,262.50	12445	05/27/2022
Total 2360:					1,262.50		
3439	KPFF Consulting Engineer	416064	Parking Garages Five Year	04/30/2022	2,432.50	12457	05/31/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		419523	Parking Garages Five Year	04/19/2022	3,322.50	12457	05/31/2022
	Total 3439:				5,755.00		
4202	Nancy Buffington LLC	1295	Coaching Apr-Aug 2022	04/12/2022	2,500.00	64196	05/26/2022
	Total 4202:				2,500.00		
2774	Pro Care Landscape Mana	43331	Landscape Maintenance -	04/30/2022	235.00	12446	05/27/2022
		43332	Landscape Maintenance -	04/30/2022	104.00	12446	05/27/2022
		43333	Landscape Maintenance -	04/30/2022	125.00	12446	05/27/2022
	Total 2774:				464.00		
2798	Quadrant Consulting Inc.	12060	State Street Streetscape (04/15/2022	2,816.00	12447	05/27/2022
	Total 2798:				2,816.00		
3896	Rim View LLC	MAY2022	Monthly Rent - Trailhead M	05/01/2022	15,707.50	64166	05/02/2022
	Total 3896:				15,707.50		
3796	Scheidt & Bachmann USA I	47791	Apr 2022 Merchant Fees	04/30/2022	929.90	12448	05/27/2022
	Total 3796:				929.90		
3985	SemaConnect	INV0028392	EV Charging station Upgra	05/03/2022	6,397.18	12458	05/31/2022
		INV0028393	EV Charging station Upgra	05/03/2022	6,388.83	12458	05/31/2022
	Total 3985:				12,786.01		
3974	Stability Networks Inc.	39520	Cisco Phone & Switch - Ha	04/27/2022	1,309.35	12459	05/31/2022
		39549	27" Dell Monitors	04/27/2022	327.54	12459	05/31/2022
		39558	ParkBOI Garages SonicWa	04/27/2022	4,397.40	12459	05/31/2022
		39621	IT Services - FY2022	04/30/2022	3,255.00	12459	05/31/2022
		39705-1	AppRiver SecureTide	04/30/2022	89.00	12459	05/31/2022
		39705-1	M365 Apps for Business	04/30/2022	188.30	12459	05/31/2022
		39705-1	Cloud Backup	04/30/2022	495.00	12459	05/31/2022
		39705-1	Cisco Subscription	04/30/2022	5.84	12459	05/31/2022
	Total 3974:				10,067.43		
4109	Syringa Networks LLC	22MAY0369	internet & data - May 2022	05/01/2022	645.56	64197	05/26/2022
	Total 4109:				645.56		
3831	The Land Group Inc.	0148071	Fulton St Improvements, 9t	04/30/2022	446.53	12449	05/27/2022
	Total 3831:				446.53		
4074	The Potting Shed	20601	Interior Plant Maint.	04/30/2022	65.00	64198	05/26/2022
	Total 4074:				65.00		
4048	TMC Inc.	2204-001	10th & Front Garage Stairw	04/20/2022	3,278.00	64199	05/26/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 4048:					3,278.00		
4009	TML Heating & Air Conditio	5867	Evap Filter Maint	04/01/2022	59.00	64200	05/26/2022
Total 4009:					59.00		
3170	Treasure Valley Coffee Inc	2160:076402	Coffee	04/27/2022	151.30	12450	05/27/2022
		2160:081924	Water & Cooler Rental	05/10/2022	106.00	12450	05/27/2022
Total 3170:					257.30		
3233	United Heritage	02014-001 M	Disability insurance - May	05/01/2022	1,512.87	64201	05/26/2022
Total 3233:					1,512.87		
3835	US Bank - Credit Cards	04.25.2022	Insurance	04/25/2022	60.00	12429	05/06/2022
		04.25.2022	voice, data, webhosting	04/25/2022	2,969.27	12429	05/06/2022
		04.25.2022	Office supplies	04/25/2022	1,120.99	12429	05/06/2022
		04.25.2022	Computer & Software supp	04/25/2022	973.65	12429	05/06/2022
		04.25.2022	Postage	04/25/2022	174.00	12429	05/06/2022
		04.25.2022	Dues & Subscriptions	04/25/2022	371.85	12429	05/06/2022
		04.25.2022	Travel & Meetings (non-loc	04/25/2022	543.96	12429	05/06/2022
		04.25.2022	Personnel Training (Local)	04/25/2022	312.00	12429	05/06/2022
		04.25.2022	Local Meetings & Transport	04/25/2022	371.94	12429	05/06/2022
		04.25.2022	Professional Services Gen	04/25/2022	97.45	12429	05/06/2022
		04.25.2022	Street/District Improvement	04/25/2022	231.52	12429	05/06/2022
		04.25.2022	Street/District Improvement	04/25/2022	231.53	12429	05/06/2022
		04.25.2022	Banking & Merchant Fees	04/25/2022	81.40	12429	05/06/2022
Total 3835:					7,539.56		
3242	Veolia (Suez Water Idaho)	0025 MAY22	437 S 9th St irri #06006688	05/12/2022	39.36	Multiple	Multiple
		2853 MAY22	Eastman office #06000337	05/11/2022	81.49	Multiple	Multiple
		8504 MAY22	Grove & 10th #060035756	05/11/2022	84.79	Multiple	Multiple
Total 3242:					205.64		
4196	Visionkit Studio, LLC	BA29B9E5-0	New Commissioner Heads	04/20/2022	2,400.00	12451	05/27/2022
Total 4196:					2,400.00		
4195	Walker Consultants, Inc.	2300858600	2022 Downtown Boise Par	04/28/2022	44,931.48	12460	05/31/2022
Total 4195:					44,931.48		
3365	Westerberg & Associates	257	Legislative Advisement Ser	04/29/2022	5,000.00	12461	05/31/2022
Total 3365:					5,000.00		
3374	Western States Equipment	IN002004404	Bldg 8 fuel pump replacem	04/30/2022	5,565.24	64203	05/26/2022
		IN002008721	Bldg 8 generator inspection	05/02/2022	755.64	64203	05/26/2022
Total 3374:					6,320.88		
3990	Xerox Corporation	016133277	Copier Lease	04/30/2022	321.41	12452	05/27/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 3990:					321.41		
4158	Zoom Video Communicatio	INV1475376	Standard Biz Qtrly - 3 mont	05/11/2022	1,055.47	12453	05/27/2022
		INV1475376	Zoom Rooms Qtrly - 3 mon	05/11/2022	294.00	12453	05/27/2022
Total 4158:					1,349.47		
Grand Totals:					391,403.66		

Report Criteria:
Detail report type printed

MINUTES OF MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
Conference Room, Fifth Floor, 121 N. 9th Street
Boise, ID 83702
June 13, 2022

I. CALL TO ORDER:

Chair Zuckerman, convened the meeting with a quorum at 12:03 p.m.

Present: Commissioner Dana Zuckerman, Commissioner Danielle Hurd, Commissioner Ryan Erstad, Commissioner Alexis Townsend and Commissioner Rob Perez

Commissioner David Bieter, Commissioner Lauren Mclean, Commissioner Latonia Haney-Keith and Commissioner John Stevens were absent.

Agency staff members present were: John Brunelle, Executive Director, Doug Woodruff, Development Director; Mary Watson, General Counsel, Alexandra Monjar, Project Manager - Property Development, Holli Klitsch, Controller, Joey Chen, Finance & Administration Director, Matt Edmond, Parking & Mobility Director; Sandy Lawrence Executive Assistant; and Agency legal counsel, Ryan Armbruster.

Clay Carley, Front Street Development, LLC, attended in person.
Dave Fotsch, Valley Regional Transit, attended in person.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS:

There were no changes or additions made to the agenda.

III. WORK SESSION:

A. Participation Program Review & Outlook

Alexandra Monjar, Project Manager - Property Development, and Doug Woodruff, Development Director, gave a report.

IV. ACTION ITEM: CONSENT AGENDA

There was an error in the May 9, 2022 Board Meeting minutes. Eight commissioners were reflected throughout the entire meeting, but Commissioner Bieter left the call early, so it should have reflected a vote of 7-0 after that point. The motion to approve today's Consent Agenda includes these changes.

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)

Commissioner Perez made a motion to approve the consent agenda.
Commissioner Hurd seconded the motion.
All said Aye. The motion carried 5 - 0.

V. ACTION ITEM

A. CONSIDER: Approve Resolution 1773 - Repeal and Replace the Policy and Process for Disposal of Real Property

Alexandra Monjar, Project Manager - Property Development, and Ryan Armbruster Agency legal counsel, gave a report.

Commissioner Hurd made a motion to adopt Resolution 1773 approving the Process to Dispose of Real Property Incompatible with Redevelopment through RFP

Commissioner Erstad seconded the motion.
The motion carried 5 - 0.

B. Approve Resolution 1770 - Waiver of 60 day notice to terminate Parking Permit Purchase Agreement for 5th & Front Garage

Matt Edmond, Parking & Mobility Director, and Clay Carley, Front Street Development, LLC gave a report.

Commissioner Perez moved 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.

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

C. CONSIDER: Approve Resolution 1771 - Bike Share 2.0 Pilot Sponsorship Agreement

Matt Edmond, Parking & Mobility Director, and Dave Fotsch, Valley Regional Transit, gave a report.

Commissioner Erstad moved 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.

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

VI. MEETING ADJOURNMENT

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

The motion carried 5 - 0

The meeting adjourned at 1:24 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 11th DAY OF JULY 2022.

Dana Zuckerman, Chair

Joey Chen, Secretary Pro Tem



AGENDA BILL

Agenda Subject: Approve Resolution 1776 – 1103 W. Lee Street – 11 th and Lee - Type 4 Participation Agreement with 11 th & Lee BE, LLC	Date: July 11, 2022
Staff Contact: Alexandra Monjar	Attachments: 1) Resolution 1776 2) Type 4 Agreement
Action: Adopt Resolution 1776 approving the Type 4 Participation Agreement with 11 th & Lee BE, LLC and authorize the Executive Director to execute the agreement.	

Background:

11th and Lee is a planned four-story, mixed-use building totaling 45,000 sf on approximately 0.56 acres and \$13.7 Million in development costs. Developer deChase Miksis is a local development team which has partnered with CCDC on previous projects, including the Ash + River Townhomes located in the same neighborhood as 11th and Lee. This project will add 48 market-rate residential units and 600 SF of ground-floor, corner commercial space to this diverse area in CCDC's River Myrtle Old Boise (RMOB) District.

The project is in alignment with the RMOB Plan and the City of Boise's River Street Master Plan which envision strengthening the area's identity as a mixed income, urban neighborhood with a full range of housing choices. The proposed unit mix includes studios, one-bedroom and two-bedroom apartments, ranging in size from 497 SF to 1,017 SF and renting at ~\$1,400 to ~\$2,125. The project will provide 36 on-site, visually screened parking stalls and 48 bicycle parking spaces.

This project embodies several urban design elements encouraged by the Agency, including engaging and activating the street with compact development abutting the sidewalk, significant ground floor glazing, and prominent, street-facing entryways; significantly improving pedestrian, utility, and storm water infrastructure; replacing dormant buildings; and minimizing the visual presence of parking by locating stalls behind and under buildings.

This project overlaps with the Agency's Rebuild 11th Street Project, and the Board of Commissioners designated it for Type 4 Capital Improvement Project Coordination Participation in January. The Type 4 program allows for responsive coordination of planned infrastructure improvements with private development partners and the Agency has been in close communication with the developer during design and planning of their respective projects and determined that it is beneficial and efficient to subcontract with the developer for a portion of 11th Street's scope of work. The project's includes additional public improvements such as widening

the alleyway to meet ACHD standards and improving the pedestrian environment of Lee Street with a detached sidewalk and eight-foot parkway strip planted with trees.

The total estimated eligible expenses are \$398,176. Expenses for 11th Street scope are \$158,702 and the actual expenses will be reimbursed on completion and as approved by the Agency. Expenses related to Lee Street are estimated to be \$239,474, which the Agency will reimburse following Type 1 terms – on completion and limited to \$200,000. This brings the total Not to Exceed Amount of the agreement to \$358,702. These numbers are slightly higher than estimates presented to the Board at designation with updated estimates and installation of an additional street light.

11th and Lee meets the requirements of the Participation Program as approved by the CCDC Board and promotes the objectives of the RMOB Plan. The project received Design Review approval in July 2021. The developer began construction in March 2022 and anticipates completion in May 2023. CCDC would expects to issue reimbursement in Spring/Summer 2023.

Project Summary:

- 1103 W Lee Street, 0.56 acres
- 44,400 SF residential, 600 SF commercial
- 48 units, mix of studio, one-, and two-bed
- \$13.7 million Total Development Costs
- \$398,176 Estimated Eligible Expenses (\$358,702 reimbursable)
- 36 parking stalls, 48 bicycle spaces
- 50 construction, and 5 permanent jobs

Timeline:

- July 2021 – Design Review Approval
- TODAY – Type 1 Designation
- Feb/Mar 2022 – Agreement Approval
- Mar 2022 – Construction begins
- May 2023 – Project complete
- June 2023 – CCDC issues reimbursement

Fiscal Notes:

The project has estimated reimbursable Eligible Expenses of \$358,702. RMOB has sufficient funds to cover the total estimated reimbursement amount. CCDC's 2023 CIP budget in RMOB includes Streetscape Reimbursements sufficient to fund \$200,000 of these improvements related to Lee Street, and if approved by the Board, the \$157,702 for 11th Street scope will be included in the next CIP update.

Staff Recommendation:

Authorize the Executive Director to execute the Type 4 Participation Program Agreement with the applicant, 11th and Lee BE, LLC.

Suggested Motion:
I move to adopt Resolution 1776 approving the Type 4 Participation Agreement with 11th and Lee BE, LLC and authorizing the Executive Director to execute the agreement.

RESOLUTION NO. 1776

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 4 CAPITAL IMPROVEMENT CONTRIBUTION AGREEMENT BETWEEN THE AGENCY AND 11TH AND LEE BE, LLC;; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 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, 11th and Lee BE, LLC, a Delaware limited liability company, owns or controls certain real property addressed as 1103 West Lee Street, Boise, and located in the River Myrtle – Old Boise Urban Renewal District, upon which property 11th and Lee BE, LLC, plans to construct a 45,000 square foot mixed-use building (the "Project"); and

WHEREAS, the Agency has in place a Participation Program which includes the Type 4 Capital Improvement Program under which the Agency initiates capital improvement projects

using Agency funds which may be coordinated through a joint effort with private entities and/or other public agencies; and,

WHEREAS, the Agency developed preliminary plans to improve transportation facilities adjacent to the Project with the construction of a raised bikeway and improved streetscapes (the "11th Street Improvements"); and,

WHEREAS, in order to coordinate construction in this area of 11th Street in an efficient and effective manner, the Agency and 11th and Lee BE, LLC, have negotiated a Type 4 Capital Improvement Contribution Agreement (the "Agreement"), attached hereto as Exhibit A and incorporated herein as if set forth in full, wherein 11th and Lee BE, LLC, agrees to construct a portion of the 11th Street Improvements and to improve streetscapes on Lee Street and upgrade the alley adjacent to the Project to be compliant with ACHD standards (the "Public Improvements") and the Agency will reimburse 11th and Lee BE, LLC, for the cost of those Public Improvements; and,

WHEREAS, the Agency Board finds it in the best public interest to approve the Type 4 Agreement with 11th and Lee BE, LLC and to authorize the Agency Executive Director to execute same.

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

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

Section 2: That the Type 4 Agreement with 11th and Lee BE, LLC, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Executive Director of the Agency is hereby authorized to sign and enter into the Type 4 Capital Improvement Contribution Agreement with 11th and Lee BE, LLC, and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the July 11, 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 the Agency is authorized to appropriate any and all funds contemplated by the Type 4 Capital Improvement Contribution Agreement between the Agency and 11th and Lee BE, LLC.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on July 11, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on July 11, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary



TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT

THIS TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT 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” or “Agency”), and 11th and Lee BE, LLC, a Delaware limited liability company (“Participant”). CCDC and Participant may be collectively referred to as the “Parties” and each individually as a “Party.”

RECITALS

A. CCDC is an urban renewal agency created by and existing pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the “Act”).

B. Participant owns or controls certain real property addressed as 1103 West Lee Street, Boise, Idaho (the “Project Site”), which is more accurately described and depicted on attached **Exhibit A**. Participant plans to construct on the Project Site a 45,000 square foot mixed-use building with 48 apartment units and 600 square feet of commercial space and associated site improvements (collectively, the “Project”), depicted on attached **Exhibit B**.

C. The CCDC Board of Commissioners has adopted the Participation Program Policy wherein CCDC can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area (the “Eligible Expenses”). The Participation Program Policy includes the Type 4 Capital Improvement Program under which CCDC initiates capital improvement projects using Agency funds which may be coordinated through a joint effort with private entities and/or other public agencies.

D. CCDC developed preliminary plans to improve transportation facilities adjacent to the Project with the construction of a raised bikeway and improved streetscapes (the “11th Street Improvements”). The 11th Street Improvements are more accurately depicted on attached **Exhibit C**.

E. As provided further in this Agreement, Participant agrees to construct a portion of the 11th Street Improvements and to improve streetscapes on Lee Street and upgrade the alley adjacent to the Project to be compliant with ACHD standards (the “Public Improvements”). The Public Improvements are more accurately depicted on attached **Exhibit D**.

F. The Project is located in the River Myrtle - Old Boise Urban Renewal District

("RMOB District") as defined by the River Myrtle - Old Boise District Plan (the "Plan").

G. CCDC has determined that it is in the public interest to enter into the Agreement with Participant whereby Participant will construct the portion of 11th Street Improvements included in the Public Improvements, and CCDC will reimburse Participant for the cost of the work performed by Participant's contractor as detailed in this Agreement to achieve the objectives set forth in the Plan and in accordance with CCDC's Participation Program.

H. As part of the 11th Street Improvements, CCDC will repave asphalt on 11th Street. CCDC will coordinate schedules with Participant so that all required utility work occurs prior to repaving. Furthermore, CCDC is taking the lead on coordinating power undergrounding with Idaho Power and telecommunications for existing overhead service between River and Miller Streets.

I. CCDC's schedule for construction of 11th Street Improvements for work between River and Lee Streets is anticipated from May 23, 2022 through July 1, 2022, and between Lee and Myrtle Streets from July 4, 2022 through September 15, 2022. This schedule is subject to change, and CCDC will communicate with Participant any changes that may impact construction of the Project or related Public Improvements.

J. Subject to the terms and conditions as set forth in this Agreement, CCDC agrees to reimburse Participant for the construction of Public Improvements, the cost estimates for which are attached on **Exhibit E** ("Estimated Eligible Expenses").

K. Participant will be responsible for preparing construction drawings and permitting all Public Improvements depicted in Exhibit D and described in Exhibit E including, but not limited to, streetscape landscaping, sidewalk, irrigation, furnishings, and utility connections.

L. Parties agree to coordinate as construction information and schedules are refined. Parties will continue to coordinate on streetscape design, utility connections in roadway, construction schedules, and traffic control plans, including access and trucking routes during construction.

AGREEMENT

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

1. **Effective Date; 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). The Agreement Term shall commence on the Effective Date and continue until: 1.) all obligations of each Party are complete; or 2.) eighteen (18) months from the Effective Date, whichever comes first. If Completion of the 11th Street Improvements included in Participant's Public Improvements has not been reached by 18 months from the Effective Date, CCDC may, in its sole discretion, deem Participant to be in default and, subject to Section 9 below, terminate this Agreement without penalty. Provided Participant is diligently constructing the Public Improvements, upon written request from Participant to CCDC, CCDC shall grant one (1) extension for a period not to exceed 180 days.

"Completion" used herein shall mean "Final Completion" when Participant's Public Improvements are fully and finally complete, as confirmed by CCDC, City of Boise, and the Ada County Highway

District (“ACHD”).

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

- a. The Project shall be constructed in accordance with approved drawings, technical specifications, special provisions and design standards and with the applicable jurisdictional permitting requirements.
- b. The Parties agree that the Project and its associated Public Improvements are depicted on Exhibit B and Exhibit D, with cost estimates for Eligible Expenses described in the Schedule of Estimated Eligible Expenses in Exhibit E. Any other public improvements 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.
- c. Participant shall obtain all necessary approvals, permits, or agreements required by City, ACHD, Idaho Transportation Department, and other governmental entities having approval authority for the Public Improvements (“Approving Entities”). Participant shall keep CCDC advised of the approval process of the Approving Entities and advise Agency immediately if any action of Approving Entities shall affect the scope and purpose of the Agreement. The Public Improvements shall be designed, constructed, and installed in compliance with the requirements of the Approving Entities.
- d. Due to the cooperative nature of this Agreement and CCDC’s own construction efforts on 11th Street, the Parties agree to coordinate as construction information and schedules are refined. Parties will continue to coordinate on streetscape design, utility connections in roadway, construction schedules, and traffic control plans, including access and trucking routes during construction. CCDC’s schedule for construction of 11th Street Improvements for work between River and Lee Streets is anticipated from May 23, 2022 through July 1, 2022, and between Lee and Myrtle Streets from July 4, 2022 through September 15, 2022. This schedule is subject to change, and CCDC will communicate with Participant any changes that may impact construction of the Project or related Public Improvements
- e. Participant will take care to avoid damage to newly constructed improvements in the 11th Street right-of-way and any damage incurred shall be repaired by Participant at its own expense without reimbursement from CCDC.

3. **Initial Construction Funding.** Participant shall pay for all of the costs of construction for the Project. The reimbursement payment to Participant by CCDC shall be made pursuant to Section 7. CCDC acknowledges that the Estimated Eligible Expenses attached as **Exhibit E** is an estimate by Participant’s general contractor and that actual costs for the Project, as well as each line item of cost for Public Improvements, may be more or less than is shown on **Exhibit E.** Participant acknowledges CCDC will not reimburse Participant for an amount greater than the Estimated Eligible Expenses, even if the actual cost is greater than the Estimated Eligible Expenses.

4. **Review of Construction Bids.** Upon CCDC’s request, CCDC shall have the right

and the opportunity to review Participant's bids for the 11th Street Improvements identified in **Exhibit D**. Participant will utilize commercially reasonable contracting and bidding practices to ensure that the 11th Street Improvements in the Public Improvements are undertaken in a reasonable manner. For purposes of this Section 4, Participant shall be presumed to have utilized commercially reasonable contracting and bidding practices if its general contractor solicits or solicited competitive bids for the 11th Street Improvements and such work is not performed by an affiliate or subsidiary of Participant. Upon request, Participant shall provide CCDC copies of any bids received.

5. **Notification of Completion; Inspection.** Upon completion of the construction of the Public Improvements and the Approving Entities' acceptance of such improvements (as applicable), Participant shall notify CCDC in writing and request a final construction inspection with CCDC to determine if the Public Improvements meet the requirements of this Agreement. Following a satisfactory inspection and proof of completion, CCDC shall provide Participant with written confirmation that the Public Improvements have been completed in compliance with this Agreement. If such inspection identifies issues or deficiencies that CCDC or the Approving Entities shall require to be addressed, then CCDC shall provide Participant with written notice of such, and Participant shall have a reasonable period of time to work with its contractor to complete and correct such issues or deficiencies.

6. **Determining Actual Eligible Expenses.** Upon CCDC's acceptance of the Public Improvements, 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. Cost Documentation shall be submitted within thirty (30) days of Participant's notification to CCDC that construction of the Public Improvements are complete and shall include:

- a. Evidence of Completion such as a certificate of occupancy for the Project or other notice from City acknowledging the construction of the Project and Public Improvements are complete.
- b. Recorded easements with appropriate governing body for public improvements constructed outside of the right of way, if needed.
- c. An updated schedule of values that includes line items for the Public Improvements approved by CCDC for reimbursement so they are identifiable separate from other line items ("Schedule of Values").
- d. Invoices marked as paid from Participant's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g., concrete, landscaping, stormwater infrastructure, historic streetlights). Invoices shall specify quantities and unit costs of installed materials.
- e. Explanation of any significant deviation between the Estimated Eligible Expenses in **Exhibit E**, and the actual costs in the Schedule of Values as requested by CCDC.
- f. A signed and notarized affidavit by Participant attesting that all requested reimbursement expenses are for Eligible Expenses within the public right-of-way or recorded public easement, that all materials have been paid for, that all subcontractors have been paid, and that no liens exist on the work completed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord

and satisfaction of all the Agreement obligations.

- g. Additional documentation or clarifications may be required and requested by CCDC.

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 are commercially reasonable and reasonably consistent with the Estimated Eligible Expenses provided by Participant to CCDC prior to construction. In the event Participant fails to timely deliver the Cost Documentation, CCDC may, in its reasonable discretion, elect to terminate its payment obligations under this Agreement after 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 may terminate its payment obligations under this Agreement.

Within thirty (30) 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 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 the Estimated Eligible Expenses in **Exhibit E**. PARTICIPANT ACKNOWLEDGES CCDC WILL NOT REIMBURSE PARTICIPANT FOR AN AMOUNT GREATER THAN THE TOTAL ESTIMATED ELIGIBLE EXPENSES DESCRIBED IN **EXHIBIT E**.

If Participant disagrees with CCDC's calculation of the Actual Eligible Expenses, Participant must respond to CCDC in writing within three (3) days of Participant's receipt of CCDC's acceptance or rejection of the Cost Documentation 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) days with a revised amount for the Actual Eligible Expenses or notify Participant CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Expenses will be final.

CCDC'S DETERMINATION OF THE ACTUAL ELIGIBLE EXPENSES IS WITHIN ITS DISCRETION, to be exercised in a commercially reasonable manner. Provided, however, any dispute over the Actual Eligible Expenses is subject to Section 23 Dispute Resolution, herein.

7. Reimbursement Schedule; Conditions Precedent to CCDC's Reimbursement Obligation. CCDC agrees to reimburse Participant in the amount as determined in compliance with Section 6, no later than forty-five (45) 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 D, and CCDC is reasonably satisfied that the Approving Entities recognize and agree that the Public Improvements have reached Final Completion.
- b. CCDC provides written confirmation to Participant that the Public Improvements have been completed in compliance with this Agreement and has approved the Cost Documentation.

Participant's failure to comply with all Agreement provisions shall be a basis for termination of CCDC's reimbursement obligation, per Section 9 of this Agreement.

8. **Subordination of Reimbursement Obligations.** The Parties agree this Agreement does not provide Participant with a security interest in any Agency revenues for the RMOB District or any other urban renewal plan area, including, but not limited to, revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code) or any revenue from CCDC's parking garages. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations that have committed or in the future commit available CCDC revenues, including, but not limited to, revenue from any Revenue Allocation Area or any revenue from CCDC's parking garages, and may be subject to consent and approval by CCDC lenders; provided, however, that CCDC (a) shall not grant any other person or entity a security interest in CCDC's tax increment revenues for the RMOB District, except as may be related to loans, issuance of credit, or the issuance of bonds related to the maintenance, operation, or purchase of parking facilities or any other urban renewal project; (b) except as permitted in the previous clause, shall not enter into any agreement committing the tax increment generated from relating to the Project to any other person or entity; and (c) shall not, without prior notice to Participant, modify the Plan in such a way as would (i) adversely affect the implementation of the Plan, (ii) adversely affect the ability of CCDC to obtain revenue anticipated under the Plan, or (iii) result in the resetting of the base value of the properties that are subject to the plan. Upon reasonable request from the Participant, CCDC will provide updates on the availability of funds for the reimbursement contemplated by this Agreement and the most recently adopted annual budget for the RMOB District.

9. **Default.** Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days, or ten (10) days in the event of failure to pay money, from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement; unless such Party, prior to expiration of said 45-day period (ten-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 non-defaulting Party may do the following, subject to Section 23 below:

- a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party
- d. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party
- e. In the event Participant defaults under this Agreement, CCDC (the non-defaulting 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, Agency's obligation for payment may be deemed extinguished by Agency in its discretion. In addition, if Agency funds shall have been paid, Participant shall reimburse Agency for any such funds Participant received.

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

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

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

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

If to Participant: Heath Gregory, Chairman/CEO
11th and Lee BE, LLC c/o Baron Equities, Inc.
2121 Rosecrans Avenue
Suite 4335
El Segundo, California 90245

Participant's Registered Agent: CT Corporation System
921 S. Orchard Street, Suite G
Boise, Idaho 83705

If to CCDC: John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term "Receipt" shall mean the earlier of any of the following:

- a. date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- b. date of actual receipt of the notice or other document by the person or entity specified above; or
- c. in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:

- i. date of the attempted delivery or refusal to accept delivery,
- ii. date of the postmark on the return receipt, or
- iii. date of receipt of notice of refusal or notice of non-delivery by the sending Party.

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. **Inspection of Books and Records.** CCDC has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Participant pertaining to the 11th Street Improvements. No inspection by CCDC shall, however, cause any document, information, or record of Participant to become a public record subject to public disclosure pursuant to Title 74, Chapter 1 of the Idaho Code, unless such document, information, or record is actually delivered to CCDC by Participant. Except as set forth in this Agreement or other agreement executed by the Parties, recorded by the Parties, or made part of the records of CCDC, the Parties acknowledge that the Participant's documents, records, plans, and information in any form related to the Project or 11th Street Improvements shall be confidential unless and until such documents are provided to CCDC, and then CCDC shall take such action as is permissible under Title 74, Chapter 1 of the Idaho Code to protect the confidentiality of documents provided by Participant that have been clearly marked as confidential with reference to the applicable section of Idaho Code under which the documents are deemed not subject to public disclosure.

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 Public Improvements 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. **Insurance Requirements.** Participant shall, or through its contractor, agents, representatives, employees or subcontractors, at its sole cost, obtain and maintain in force for the duration of the construction of 11th Street Improvements, insurance of the following types, with limits not less than those set forth below and in a form reasonably acceptable to CCDC, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Participant, its agents, representatives, employees, or subcontractors:

- a. Commercial General Liability Insurance (“Occurrence Form”) with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and death and \$1,000,000 property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC and City as additional insureds.
- b. Workers’ Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant’s employees, and Employer’s Liability Insurance. Participant shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers’ Compensation Insurance or otherwise attempt to opt out of the statutory Workers’ Compensation system.
- c. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name CCDC, including its respective affiliates, directors, and employees, as additional insureds.
- d. All insurance provided by Participant under this Agreement shall include a waiver of subrogation by the insurers in favor of CCDC. Participant hereby releases CCDC, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage covered by Participant’s insurance or other insured claims arising out of Participant’s performance under this Agreement or construction of the Public Improvements.
- e. Certificates of insurance satisfactory in form to CCDC (ACORD form or equivalent) shall be supplied to CCDC evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days’ written notice will be given to CCDC prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Participant shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At CCDC’s request, Participant shall provide a certified copy of each insurance policy required under this Agreement.
- f. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by CCDC. The fact that Participant has obtained the insurance required in this Section shall in no manner lessen or affect Participant’s other obligations or liabilities set forth in this Agreement.

18. **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.

19. **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.

20. **Maintenance**. Participant acknowledges and agrees CCDC has no obligations to maintain the Public Improvements 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.

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

22. **Warranty**. Participant warrants that the materials and workmanship employed in the construction of the Public Improvements shall be new and of good quality and conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of two (2) years after Completion of the Public Improvements.

23. **Dispute Resolution**. In the event that a dispute arises between CCDC and Participant regarding the application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within forty-five (45) days after delivery of such notice, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or otherwise, as the Parties may mutually agree before resorting to litigation. Should the Parties be unable to resolve the dispute to their mutual satisfaction within forty-five (45) days after such completion of mediation or other process of structured negotiation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

24. **Entire Agreement, Waivers**. This Agreement, including Exhibits A through E, inclusive, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and Participant.

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

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

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

28. **Time is of the Essence; Forced Delay; Extension of Times of Performance.**

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

End of Agreement

[Signatures appear on the following page.]

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

CCDC:

**The Urban Renewal Agency of Boise City, Idaho,
a public body, corporate and politic, also known as
Capital City Development Corporation**

By _____
John Brunelle, Executive Director

Date: _____

PARTICIPANT:

**11th and Lee BE, LLC, a Delaware limited
liability company c/o Baron Equities, Inc.**

By _____
Heath Gregory, Chairman / CEO

Date: **6/30/22**

Exhibits

- A: Depiction of Project Site
- B: Project Depiction
- C: 11th Street Improvements
- D: Public Improvements
- E: Schedule of Estimated Eligible Expenses

Budget Info / For CCDC Office Use	
Fund/District	302 / RMOB
Account	
Activity Code	
PO #	

Exhibit A: Depiction of Project Site

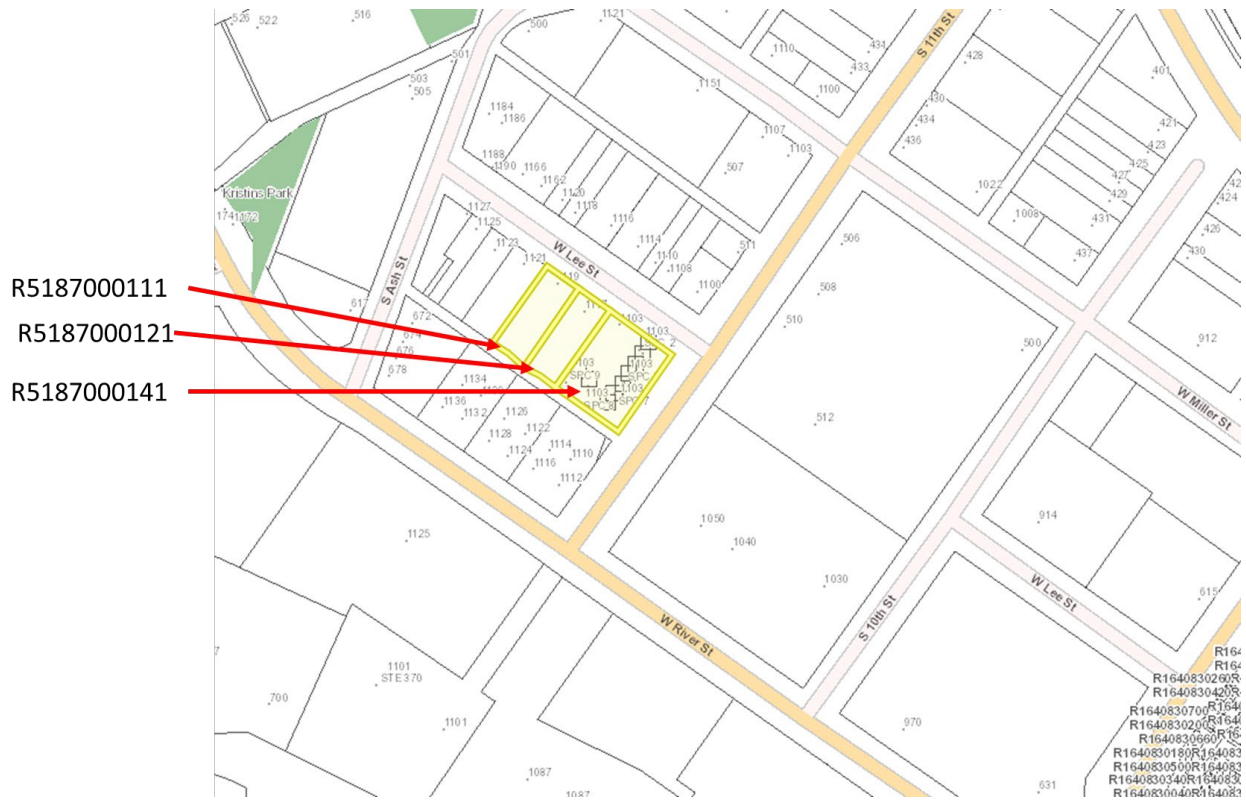


Exhibit B: Project Depiction

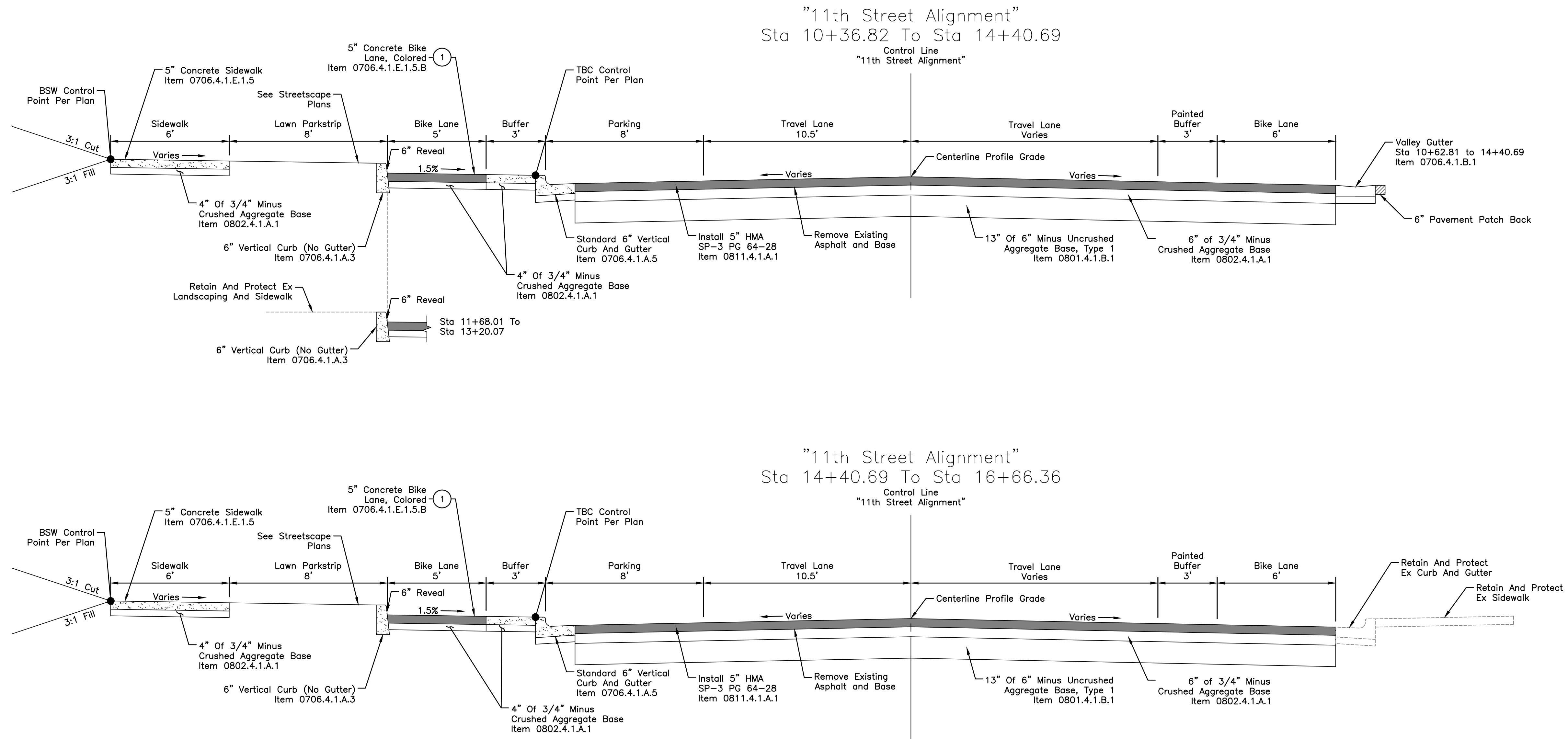


Exhibit C: 11th Street Improvements

[Appears on following 6 pages]

RIVER ST	LEE ST	MILLER ST	MYRTLE ST	FRONT ST	GROVE ST	MAIN ST	IDAHO ST	BANNOCK ST	JEFFERSON ST	STATE ST	11TH ST
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11th Street Typical Sections



GENERAL NOTES

① Colored Concrete Bike Lane:

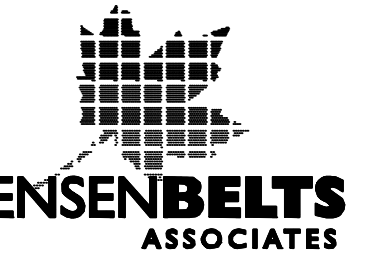
Dark Concrete Color: 920 Onyx, Solomon Colors, Inc. Or Approved Equal

Sawcut Joints Required, Medium Broom Finish

Contractor To Provide Colored Sample Panel For Approval By CCDC

1. Typical Sections Provide Typical Cross Sectional Elements, Depths, Widths, Materials, And Slopes Over Approximate Station Ranges. Dimensions Shown Are Typical. Sawcut Locations, Pavement Transitions, Cross Slopes, And Shoulder Widths Vary At Some Locations. See Roadway And Grading Plans For Detailed Geometry.

Issue Description	Date
99% CD SET	2-11-22



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BOISE, ID 83702
P 208.338.2655 F 208.338.2655

**11th STREET BIKEWAY
and STREETSCAPE**
BOISE, IDAHO
CAPITAL CITY DEVELOPMENT CORPORATION

Job Number 19-004

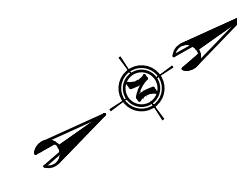
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Sheet Title

CIVIL DETAILS

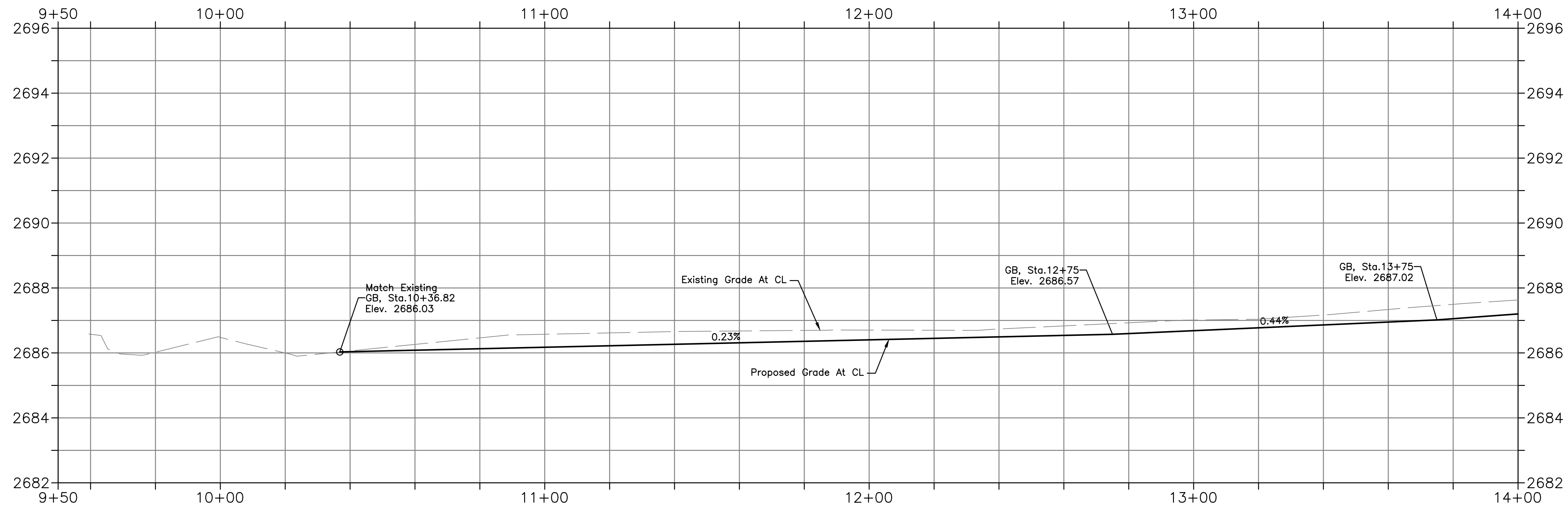
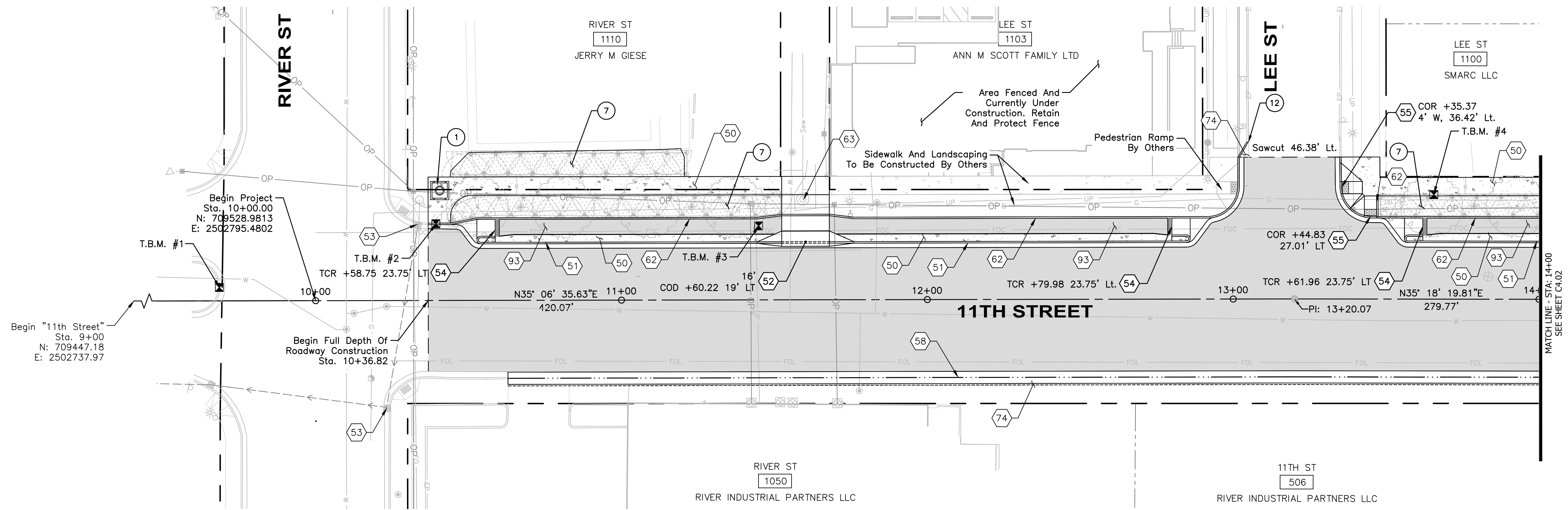
Sheet Number

C2.01

RIVER ST	LEE ST	MILLER ST	MYRTLE ST	FRONT ST	GROVE ST	MAIN ST	IDAHO ST	BANNOCK ST	JEFFERSON ST	STATE ST	11TH ST
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T3N, R2E, SECT. 10



GENERAL NOTES

- ① Refer to Fiber Optic Plans For Fiber Optic Improvements
- ④ See Signing And Pavement Marking Plan For Treatment Of Existing Roadway Signs.
- ⑦ See Streetscape Plans For Landscape Improvements
- ⑫ Contractor To Transition Proposed Curb To Existing Curb Location Over 5 Foot Section

KEYNOTES

- ⑤ Concrete Sidewalks, Thickness 5-Inch Per ACHD Supplemental To ISPMC SD-709 Item 0706.4.1.E.1.5
- ⑤ Standard 6-Inch Vertical Curb And Gutter Per ACHD Supplemental To ISPMC SD-701 Item 0706.4.1.A.5
- ⑤ Concrete Driveway Approach, Per Detail B/C2.11, Item 0706.4.1.F.1
- ⑤ Inlet Protection Item 1006.4.1.C.1
- ⑤ Bike Ramp, Per Detail A/C2.10 Item 0706.4.1.H.1.B
- ⑤ Pedestrian Ramp W/ Detectable Warning Domes, Type SD-712A, A, Item 0706.4.1.H.1.A.A
- ⑤ Concrete Valley Gutters, Item 0706.4.1.B.1
- ⑤ 6" Vertical Curb (No Gutter), Item 0706.4.1.A.3
- ⑤ Manhole, Adjust To Grade, Item 2030.4.1.A.1
- ⑤ Asphalt Repair Per ACHD Supplemental To ISPMC SD-303, Item SSP 08120
- ⑤ Concrete Bike Lane, Colored, Thickness 5-Inch Item 0706.4.1.E.1.5.B

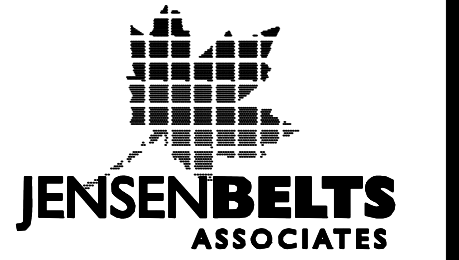
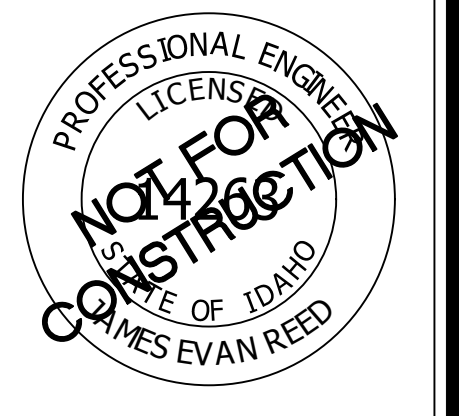
LEGEND

- New Concrete
- Sod Repair
- Limits Of Pavement Reconstruction
- Asphalt Repair
- Communication Vault (See Fiber Optic Plans)

BENCHMARKS

TBM #1 SET SCRIBE X STA. 9+68.50 OFF 4.36' LT. N: 709505.74 E: 2502773.79 Z: 2686.55	TBM #2 SET SCRIBE X STA. 10+39.32 OFF 25.08' LT. N: 709575.60 E: 2502797.57 Z: 2685.48	TBM #3 SET MAG NAIL STA. 11+44.85 OFF 24.20' LT. N: 709661.40 E: 2502858.99 Z: 2685.75
TBM #4 SET SCRIBE X STA. 13+65.52 OFF 34.15' LT. N: 709847.69 E: 2502977.94 Z: 2686.70		

Issue	Description	Date
94%	CD SET	2-II-22



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BOISE, ID 83702
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**11th STREET BIKEWAY
and STREETSCAPE**
 BOISE, IDAHO
 CAPITAL CITY DEVELOPMENT CORPORATION

Job Number 19-004

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Scale	AS SHOWN
Sheet Title	

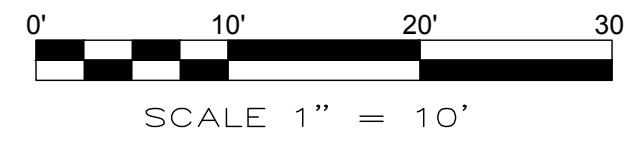
CIVIL PLAN

Sheet Number

C4.01

RIVER ST.	LEE ST.	MILLER ST.	MYRTLE ST.	FRONT ST.	GROVE ST.	MAIN ST.	IDAHO ST.	BANNOCK ST.	JEFFERSON ST.	STATE ST.
E2.1	E2.2	E2.3	E2.4	E2.5	E2.6	E2.7	E2.8	E2.9	E2.10	E2.11

KEY MAP

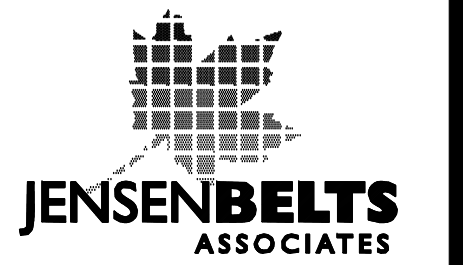


11th STREET
RIVER TO LEE STREET

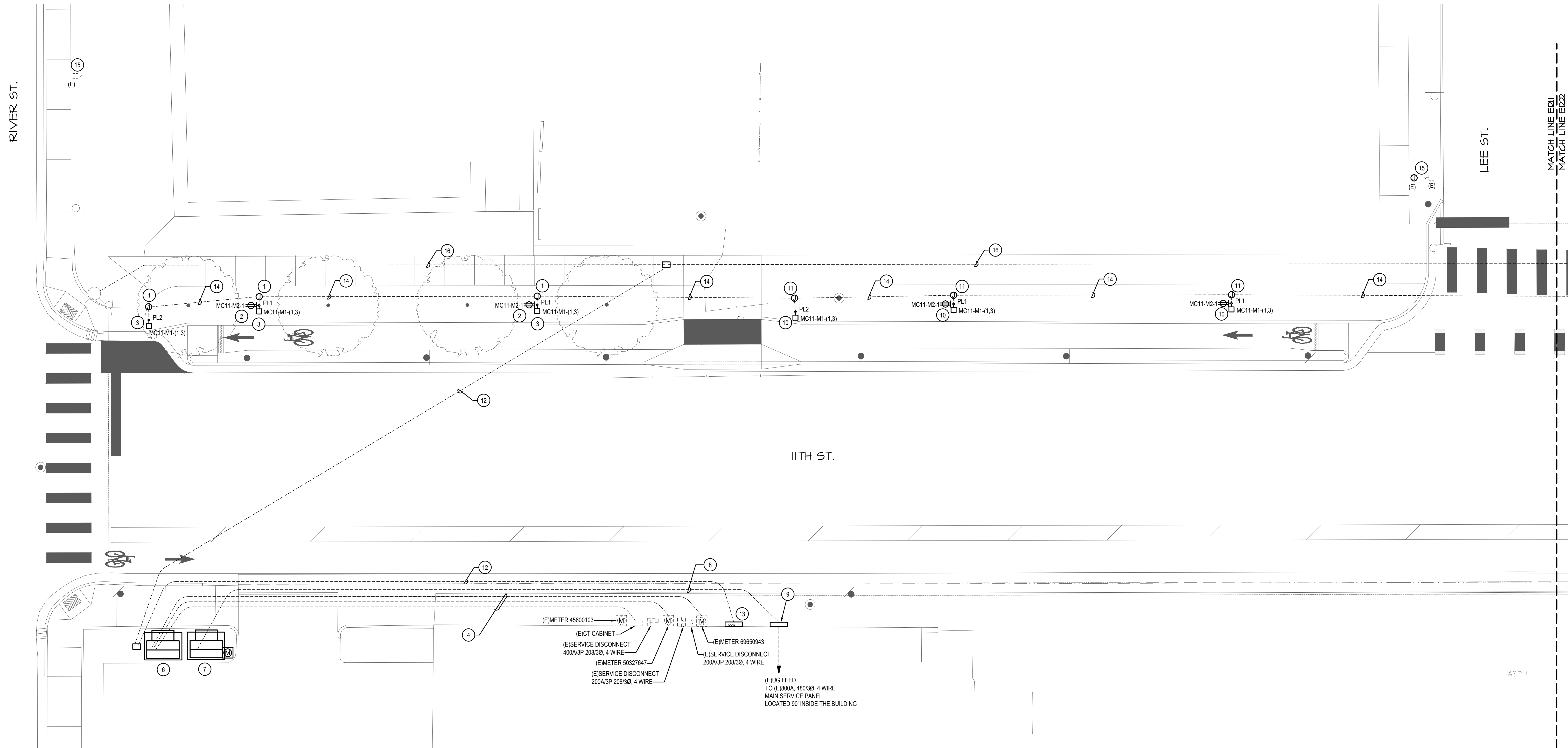


MUSGROVE
ENGINEERING, P.A.
234 S. Whisperwood Way
Boise, ID 83709
208.384.0585
645 West 25th Street
Idaho Falls, ID 83402
208.523.2662
www.musgrovepa.com
Project No. 21-417

Issue	Description	Date
99%	CD SET	2-1-22



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Boise, Idaho 83706
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KEYED NOTES:

SYMBOL USED FOR NOTE CALLOUT.

- PROVIDE PULL BOX ADJACENT TO THE NEW LIGHT POLE. COORDINATE LOCATION WITH CIVIL ENGINEER PRIOR TO ROUGH-IN. REFER TO DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7. PULL BOX LID SHALL BE RAW STEEL WITH NO PAINT OR PRIMER.
- INSTALL RECEPTACLE ON POLE. REFER TO DETAIL DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7.
- PROVIDE AND INSTALL NEW LIGHT FIXTURE, POLE AND RECEPTACLE ON NEW BASE. REFER TO REFERENCED STANDARDS, SPECIFICATIONS AND DETAILS.
- PROVIDE AND INSTALL A 3" CONDUIT FOR EACH OF THE THREE SERVICES. ROUTE FROM THE TRANSFORMER SECONDARY BAY TO THE EXISTING CT CABINET OR METER BASE. INSTALL PULL STRING. IDAHO POWER TO PROVIDE AND INSTALL CONDUCTORS. COORDINATE WITH IDAHO POWER FOR ALL REQUIREMENTS AND PHASING.
- PROVIDE AND INSTALL (3)3" WITH 4#300. COORDINATE WITH IDAHO POWER FOR TERMINATION AT THE TRANSFORMER.
- NEW 208V PAD MOUNTED TRANSFORMER AND PAD BY IDAHO POWER COMPANY.
- NEW 480V PAD MOUNTED TRANSFORMER, PAD AND METER BY IDAHO POWER COMPANY.
- PROVIDE AND INSTALL (3)3" CONDUITS EACH WITH #300, 1#1/0. COORDINATE WITH IDAHO POWER FOR ACCESS TO TERMINATE ON TRANSFORMER SECONDARY CONDUCTORS.
- PROVIDE AND INSTALL PULL BOX TO INTERCEPT THE EXISTING UNDERGROUND CONDUITS TO THE EXISTING SERVICE EQUIPMENT. ROUTE NEW CONDUCTORS THROUGH NEW UNDERGROUND CONDUIT TO THE PULL BOX AND THEN THROUGH THE EXISTING UNDERGROUND CONDUIT TO THE EXISTING SERVICE GEAR.
- WORK ASSOCIATED WITH THIS POLE TO BE INCLUDED IN A SEPARATE PROJECT. 11TH AND LEE CONTRACTOR TO PROVIDE AND INSTALL POLE, RECEPTACLE AND INGRADE JUNCTION BOX AND CONDUCTORS TO THE IN GRADE BOX. PROVIDE AND INSTALL ALL REQUIRED CONDUCTORS TO MAKE CONNECTIONS AT THE JUNCTION BOX. PROVIDE AND INSTALL ALL HARDWARE REQUIRED TO INTEGRATE THE FIXTURE INTO THE NEW LIGHTING AND RECEPTACLE CIRCUITS.
- CONNECT TO JUNCTION BOXES INSTALLED BY 11TH AND LEE PROJECT. COORDINATE WITH THE 11TH AND LEE CONTRACTOR. PROVIDE AND INSTALL ALL REQUIRED CONDUCTORS TO MAKE CONNECTIONS AT THE JUNCTION BOX. PROVIDE AND INSTALL ALL HARDWARE REQUIRED TO INTEGRATE THE FIXTURE INTO THE NEW LIGHTING AND RECEPTACLE CIRCUITS.
- PROVIDE AND INSTALL (4)2" CONDUITS FOR EXISTING OVERHEAD LOW VOLTAGE UTILITIES TO BUILDINGS ON THE EAST SIDE OF THE STREET. RUN ADJACENT TO NEW IDAHO POWER PRIMARY LATERAL. COORDINATE WITH IDAHO POWER JOINT TRENCH DESIGN REQUIREMENTS.
- ROUTE (4)1" CONDUITS FROM THE TELECOM PULL BOX ON THE BUILDING TO THE ROOF FOR TELECOM FEEDS TO THE EXISTING BUILDING WEATHER HEADS LOCATED ON THE ROOF. COORDINATE WITH LOCAL SERVICE PROVIDERS FOR INSTALLATION OF NEW COPPER AND FIBER SERVICES TO THE BUILDING.
- (2)2" CONDUITS FOR LIGHTING POWER AND RECEPTACLE POWER. REFER TO STANDARDS AND DETAILS ON EG-2 THROUGH EG-7.
- EXISTING POLE LIGHT TO REMAIN. MAINTAIN AND PROTECT FEED TO THIS FIXTURE. PROVIDE AND INSTALL ALL HARDWARE REQUIRED TO ENSURE THAT THE FIXTURE FUNCTIONS AT THE CONCLUSION OF WORK IN THIS AREA.
- PROVIDE AND INSTALL (3)2" UNDERGROUND CONDUITS FOR EXISTING OVERHEAD LOW VOLTAGE UTILITIES. RUN ADJACENT TO THE NEW IDAHO POWER UNDERGROUND PRIMARY LATERAL. COORDINATE WITH IDAHO POWER JOINT TRENCH DESIGN REQUIREMENTS.

11th STREET BIKEWAY
and STREETSCAPE

BOISE, IDAHO
CAPITAL CITY DEVELOPMENT CORPORATION

Job Number 19-004

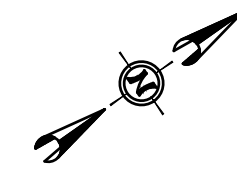
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ELECTRICAL PLAN

Sheet Number

E2.1

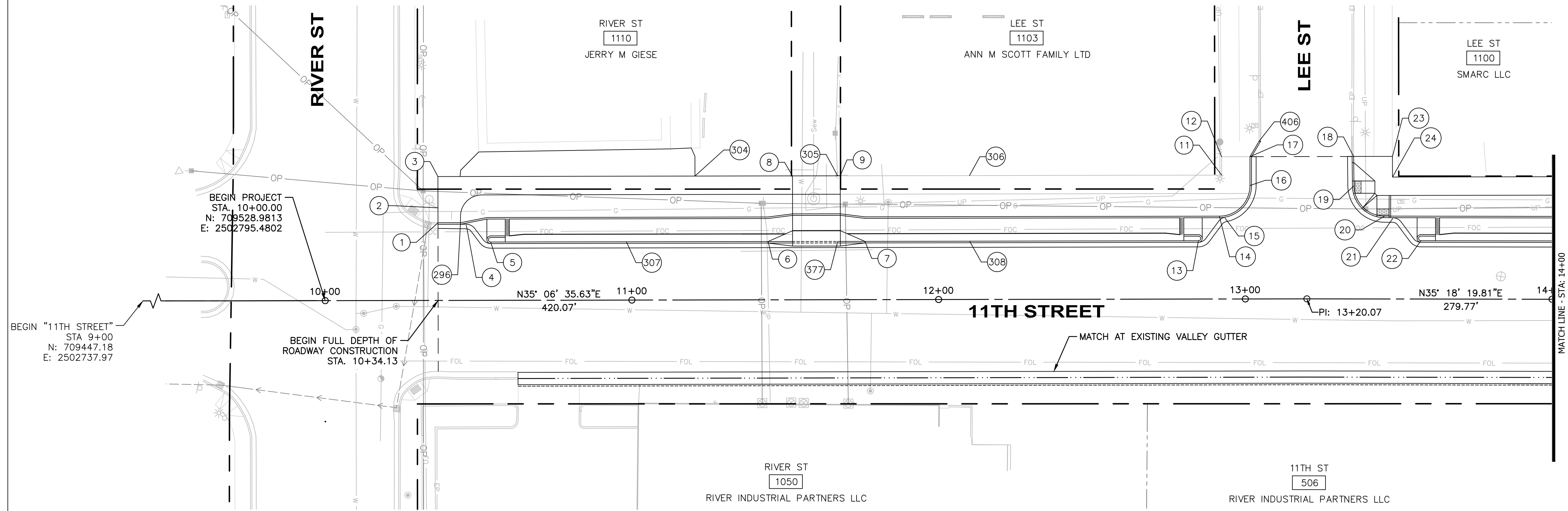
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T3N, R2E, SECT. 10

LEGEND

(XX) Point Data Table Number



POINT DATA TABLE				
POINT	DESCRIPTION	STATION	OFFSET	ELEVATION
1	TBC, ME	10+36.82	25.31 LT	2685.38
2	BSW, ME	10+36.82	30.19 LT	2685.54
3	BSW, ME	10+36.82	40.38 LT	2685.92
4	FL, PC	10+46.04	24.53 LT	2685.19
5	TBC, PT	10+54.00	19.00 LT	2685.75
6	TBC, DWY	11+44.42	19.00 LT	2686.05
7	TBC, DWY	11+76.02	19.00 LT	2686.15
8	BSW	11+52.42	40.38 LT	2686.23
9	BOW	11+68.01	40.38 LT	2686.28
11	BSW	12+92.36	40.38 LT	2686.52
12	BSW, ME	12+92.36	46.38 LT	2686.32

POINT DATA TABLE				
POINT	DESCRIPTION	STATION	OFFSET	ELEVATION
13	TBC, PC	12+84.74	19.00 LT	2686.51
14	TBC, PC	12+91.59	27.00 LT	2686.60
15	FL, PRC	12+93.44	26.37 LT	2686.61
16	TBC, PT	13+01.59	36.99 LT	2686.32
17	TBC	13+01.60	46.38 LT	2686.03
18	TBC, ME	13+35.25	46.43 LT	2686.35
19	TBC, PC	13+35.36	36.88 LT	2686.42
20	TBC, PT	13+45.36	27.00 LT	2686.57
21	FL, PC	13+47.97	26.21 LT	2686.11
22	TBC, PT	13+57.21	19.00 LT	2686.69
23	BSW, ME	13+47.89	46.48 LT	2686.62

POINT DATA TABLE				
POINT	DESCRIPTION	STATION	OFFSET	ELEVATION
24	BSW	13+47.92	39.75 LT	2686.68
296	TBC	10+44.15	25.32 LT	2685.66
304	BSW	11+20.63	40.38 LT	2686.13
305	BSW, GB	11+67.14	40.38 LT	2686.28
306	BSW, GB	12+10.14	40.38 LT	2686.42
307	TBC, MID	10+98.23	19.00 LT	2685.89
308	TBC, GB	12+10.14	19.00 LT	2686.26
377	TBC, GB	11+67.14	19.00 LT	2685.81
406	TBC, ME	13+04.56	51.38 LT	2685.88

Issue	Description	Date
99%	CD SET	2-11-22



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11th STREET BIKEWAY and STREETSCAPE

BOISE, IDAHO

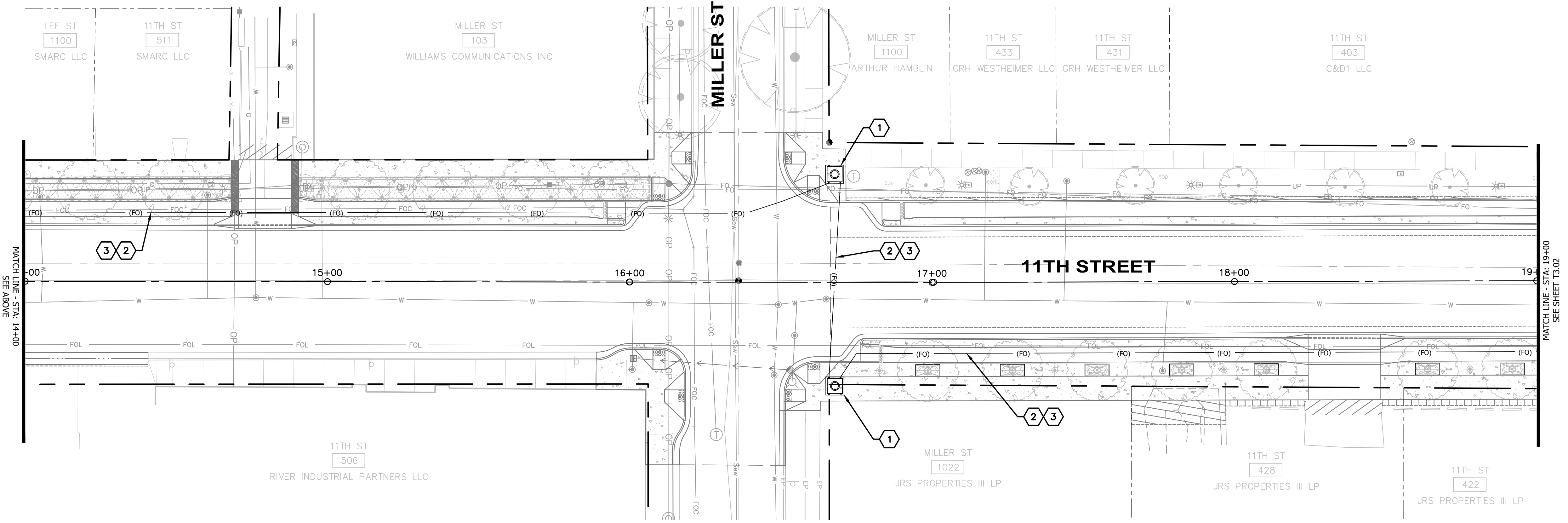
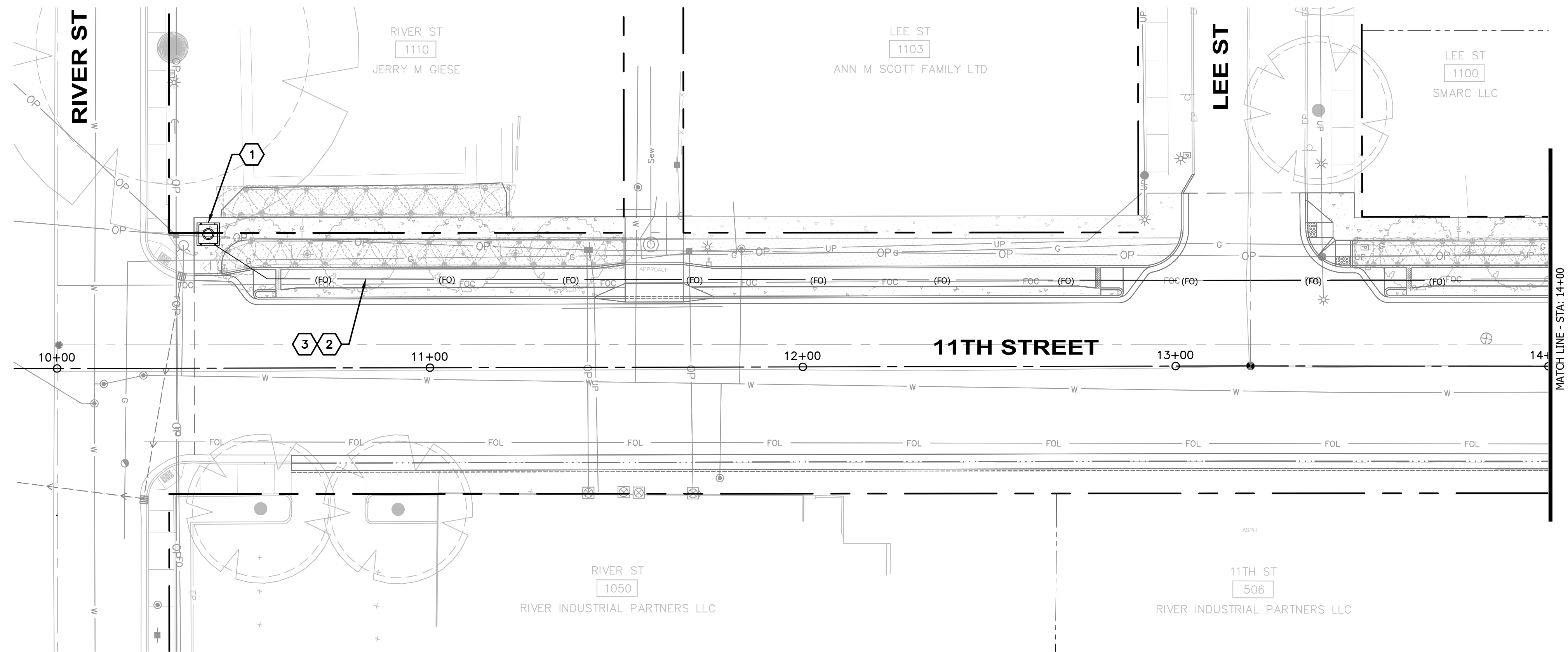
CAPITAL CITY DEVELOPMENT CORPORATION

Job Number 19-004

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GRADING PLAN	

Sheet Number

C5.01



KEYNOTES

- 1 Concrete Vault Per Detail SS/C2.21
- 2 Polyethylene SDR11 Innerduct Bank Per Detail 2/C-2, Terminate With Duct Plugs
- 3 Install Eight 1.25" Polyethylene SDR11 Innerducts

Issue Description	Date
99% CD SET	2-11-22



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11th STREET BIKEWAY and STREETSCAPE

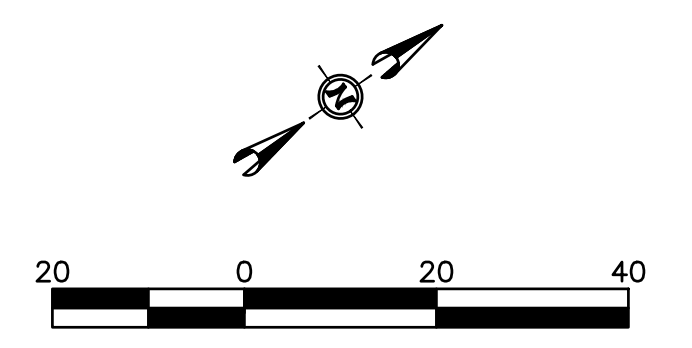
BOISE, IDAHO
CAPITAL CITY DEVELOPMENT CORPORATION

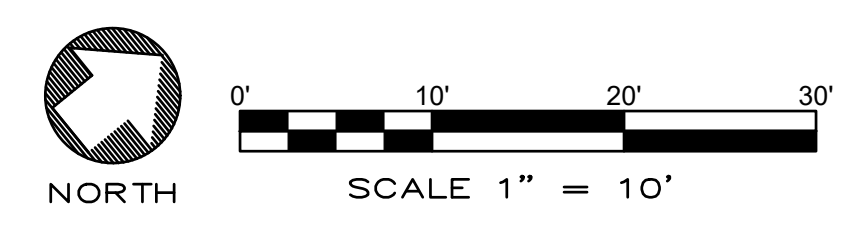
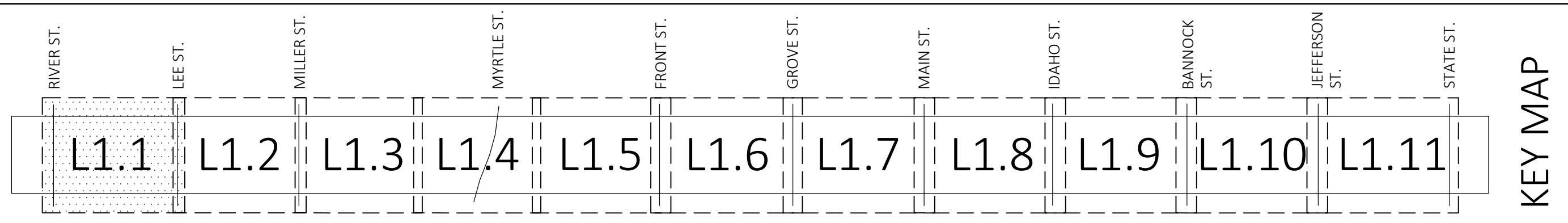
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Scale	AS SHOWN

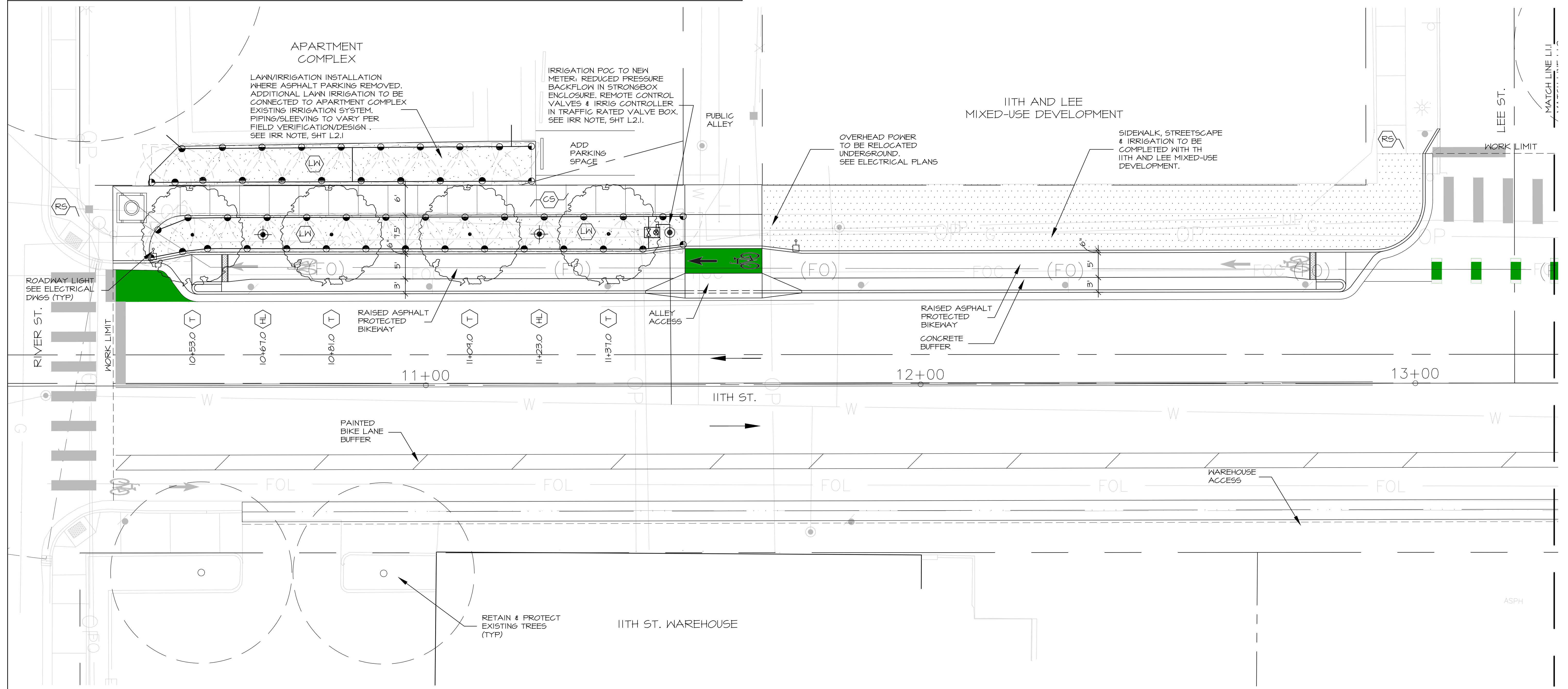
Sheet Title
INTERCONNECT PLAN

Sheet Number
T3.01





**11th STREET
RIVER TO LEE STREET**



LEGEND OF CALLOUTS

(REFER TO SHT L2.1)

SYMBOL	CALLOUT	DESCRIPTION
	BR	BIKE RACK STANDARD, SURFACE MOUNT.
	CS	CONSTRUCT CONCRETE SIDEWALK.
	HL	HISTORIC LIGHT.
	LR	LITTER RECEPACLE.
	LW	SOD LAWN.
	PB	FUTURE PLANTING BED.

SYMBOL	CALLOUT	DESCRIPTION
	PM	PARKING METER.
	PF	PRE-CAST PLANTERS.
	PR	PEDESTRIAN RAMP.
	RS	RETAIN & PROTECT EXIST PAVING.
	TR	TRUNCATED DOMES.

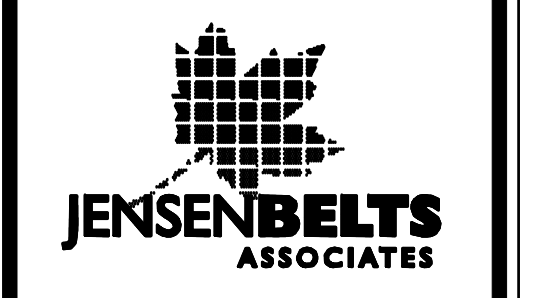
SYMBOL	CALLOUT	DESCRIPTION
	T	TREE PLANTING.
	TW*	4'x8' TREE WELL.
	IR	IRRIGATION SUPPLY.

NOTES

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

* INSTALL DEEPROOT ROOT BARRIER (OR APPROVED EQUAL) THAT EXTENDS 10" BELOW THE SUB GRADE ON ALL SIDEWALK SIDE AND 24" BELOW THE SUB GRADE ON THE CURB SIDE. SEE DTL 1, SHT L2.2, WHERE OCCURS.

Issue Description	Date
99% CD SET	2-11-22



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

**11th STREET BIKEWAY
and STREETSCAPE**
BOISE, IDAHO
CAPITAL CITY DEVELOPMENT CORPORATION

Job Number 19-004

Drawn KCS
Checked KCS
Scale AS SHOWN

Sheet Title
STREETSCAPE PLAN

Sheet Number
L1.1

Exhibit D: Public Improvement Plans
(Page 1 of 2)

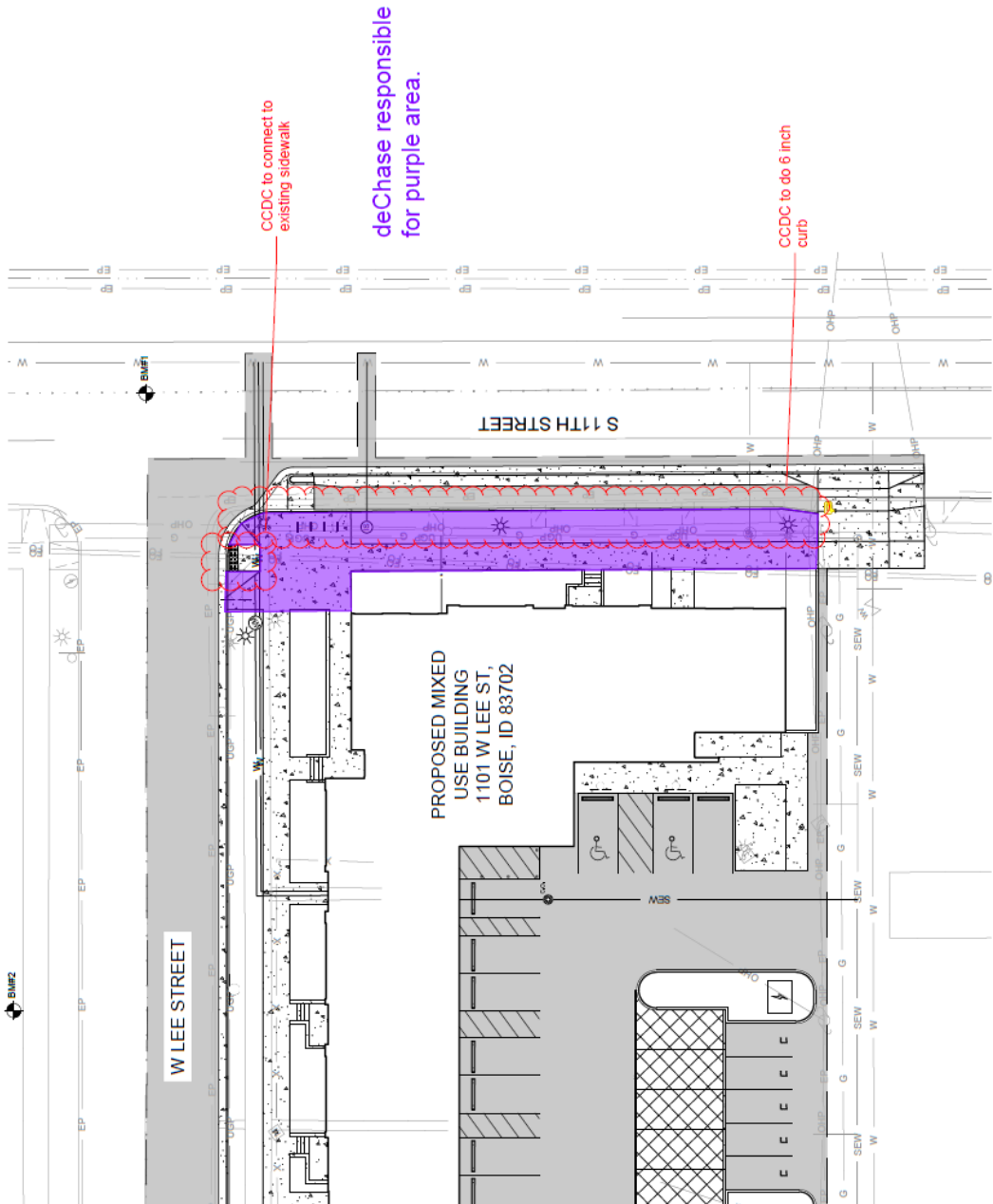


Exhibit E: Schedule of Estimated Eligible Expenses

CCDC Participation Program										
Type 2 Eligible Expenses Application Form										
Actual Eligible Costs To Be Determined by CCDC										
Project Name: 11th & Lee		Plan Date: 6/23/2022			By: Chandler Austin			Plan Date:		By:
ALL SCOPE MUST BE 1) LOCATED ON PUBLIC IMPROVEMENT										
#	ITEM DESCRIPTION	11th Street Improvements				Lee Street Improvements				Updated TOTAL COST
		UNIT	UNIT PRICE	QUANTITY	TOTAL COST	UNIT	UNIT PRICE	QUANTITY	TOTAL COST	TOTAL COST
SITE PREPARATION: DIVISIONS 2 and 31										
1	Surface demolition	sf	4.50	2,400	\$ 10,800	sf	4.50	2,500	\$ 11,250	\$ 22,050
2	Asphalt demolition	sf	4.00	650	\$ 2,600	sf	6.00	3,500	\$ 21,000	\$ 23,600
3	Curb and gutter demolition	lf	7.20	0	\$ -	lf	7.20	200	\$ 1,440	\$ 1,440
4	Saw cut	lf	6.00	0	\$ -	lf	6.00	275	\$ 1,650	\$ 1,650
5	Replace subbase	sy	78.00	36	\$ 2,817	sy	78.00	150	\$ 11,700	\$ 14,517
6	Stand alone tree removal	ea	0.00	0	\$ -	ea	3,500.00	1	\$ 3,500	\$ 3,500
SIDEWALK WORK: DIVISION 32										
7	Scored concrete sidewalk	lf	42.00	155	\$ 6,510	0	42.00	200	\$ 8,400	\$ 14,910
8	Dry laid brick	0	0.00	0	\$ -	0	0.00	0	\$ -	\$ -
9	Pedestrian ramp	ea	2,160.00	1	\$ 2,160	ea	2,160.00	0	\$ -	\$ 2,160
10	Truncated dome	ea	960.00	1	\$ 960	ea	960.00	0	\$ -	\$ 960
11	Lawn parkway	sf	8.40	845	\$ 7,098	sf	8.40	1,510	\$ 12,684	\$ 19,782
12	Irrigation	sf	4.40	845	\$ 3,718	sf	4.40	1,510	\$ 6,644	\$ 10,362
OTHER: DIVISION 32										
13	Asphalt repair	sf	0.00	750	\$ -	sf	6.00	750	\$ 4,500	\$ 4,500
14	Concrete curb cut	ea	0.00	0	\$ -	0	0.00	0	\$ -	\$ -
15	Vertical curb and gutter (6")	lf	42.00	174	\$ 7,308	lf	42.00	203	\$ 8,526	\$ 15,834
16	Meyers cabinet	ea	0.00	0	\$ -	0	0.00	0	\$ -	\$ -
17	Water meter	ea	11,303.00	1	\$ 11,303	ea	0.00	12,500	\$ -	\$ 11,303
SITUATIONAL FURNISHINGS: DIVISION 32										
18	Street trees	ea	1,200.00	3	\$ 3,600	ea	1,200.00	6	\$ 7,200	\$ 10,800
19	Tree grates & frames	ea	0.00	1,500	\$ -	ea	0.00	0	\$ -	\$ -
20	Trench drain cover	lf	0.00	0	\$ -	ea	0.00	0	\$ -	\$ -
21	Historic street light	ea	11,000.00	2	\$ 22,000	ea	11,000.00	2	\$ 22,000	\$ 44,000
22	Bench	ea	0.00	0	\$ -	ea	0.00	0	\$ -	\$ -
23	Bike rack	ea	4.00	550	\$ 2,200	ea	0.00	5	\$ -	\$ 2,200
24	Litter receptacle	ea	0.00	0	\$ -	0	0.00	0	\$ -	\$ -
25	Pre-cast planter	ea	0.00	0	\$ -	0	0.00	0	\$ -	\$ -
OTHER:										
26	Sewer Service	ls	11,584.00	1	\$ 11,584	ea	0.00	0	\$ -	\$ 11,584
27	Fire Service	ls	15,544.00	1	\$ 15,544	ea	0.00	0	\$ -	\$ 15,544
28	Fire Hydrant	ls	15,750.00	1	\$ 15,750					
Total Streetscape Costs:					\$ 125,952					\$ 246,446
INFRASTRUCTURE & UTILITIES: (In right-of-way)										
		11th Street Improvements				Lee Street Improvements				TOTAL COST
		UNIT	UNIT PRICE	QUANTITY	TOTAL COST	UNIT	UNIT PRICE	QUANTITY	TOTAL COST	TOTAL COST
UTILITIES: DIVISION 33										
31	Power line (new/relocation/extension)	ls	15,000	1	\$ 15,000	ls	40,000.00	1	\$ 40,000	\$ 55,000
32	Water line (Alley Water Service Abandonments)	ls	17,750	1	\$ 17,750			0	\$ -	\$ 17,750
36	Phone line (new/relocation/extension)		0	0	\$ -	ls	10,000	1	\$ 10,000	\$ 10,000
37	Fiber line (new/relocation/extension)		0	0	\$ -	ls	10,000	1	\$ 10,000	\$ 10,000
38	ACHD power box relocation		0	0	\$ -			0	\$ -	\$ -
STREET: DIVISIONS 2, 31 and 32										
39	Asphalt demolition		0	0	\$ -	sf	6.00	3,500	\$ 21,000	\$ 21,000
40	Road sub-base and prep		0	0	\$ -	sf	3	3,500	\$ 10,500	\$ 10,500
41	Asphalt paving		0	0	\$ -	sf	6.00	3,500	\$ 21,000	\$ 21,000
ALLEY:										
45	Asphalt demolition		0	0	\$ -	sf	4.80	400	\$ 1,920	\$ 1,920
46	Alley sub-base and prep		0	0	\$ -	sf	5.40	400	\$ 2,160	\$ 2,160
47	Asphalt paving		0	0	\$ -	sf	6.00	400	\$ 2,400	\$ 2,400
Total Infrastructure & Utilities Costs:					\$ 32,750					\$ 151,730
TOTAL ELIGIBLE COSTS:					\$ 158,702					\$ 398,176
NOT TO EXCEED AMOUNT FOR REIMBURSEMENT					\$ 158,702					\$ 358,702
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: CONSIDER: Resolution 1775 approving the Interagency Agreement with Ada County Highway District for the State Street Urban Renewal District.		Date: July 11, 2022
Staff Contact: Matt Edmond	Attachments: 1. Resolution 1775 2. Interagency Agreement	
Action Requested: Adopt Resolution 1775 approving and authorizing the execution of an Interagency Agreement with the Ada County Highway District for the State Street Urban Renewal District.		

Background:

During its 2020 legislative session, the Idaho Legislature amended the Local Economic Development Act at Idaho Code § 50-2908(2)(a)(iv), effective as of July 1, 2020, such that the Ada County Highway District (ACHD) is allocated all taxes levied in a revenue allocation area established after July 1, 2020, including taxes levied on the base values and the increment values, unless ACHD and the Agency enter into an agreement for a different allocation. The State Street Urban Renewal District, which was established by the Boise City Council on October 26, 2021, is subject to this provision. As such, the District is projected to forego approximately \$5 million in tax increment revenue over the 20-year term of the District in the absence of an interagency agreement between the Agency and ACHD.

Agency and ACHD staff have negotiated the Interagency Agreement included in Exhibit A of Resolution 1775. Under this Agreement, ACHD will authorize the allocation of ACHD levies on the increment value in the State Street Revenue Allocation Area (but not the base values) and the Agency will apply these revenues exclusively to fund transportation components as identified in Exhibit B of the Agreement. Exhibit B is based on public improvements listed in the State Street Economic Feasibility Study, and includes approximately \$34 million in overall transportation components.

Fiscal Notes:

The Interagency Agreement will make approximately \$5 million in additional tax increment revenue available to the Agency over the 20-year term of the State Street District to invest in transportation components as identified in the State Street Urban Renewal Plan.

Staff Recommendation:

Staff recommends the Agency Board find it in the best interest of the Agency and the public to approve and authorize execution of the Interagency Agreement with ACHD.

Suggested Motion:

I move to adopt Resolution 1775 approving and authorizing the execution of an Interagency Agreement with the Ada County Highway District for the State Street Urban Renewal District.

RESOLUTION NO. 1775

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 INTERAGENCY AGREEMENT WITH THE ADA COUNTY HIGHWAY DISTRICT FOR THE STATE STREET URBAN RENEWAL DISTRICT PURSUANT TO IDAHO CODE § 50-2908(2)(a)(iv) AND § 40-1415(3); AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 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, establishing the State Street District revenue allocation area (the "Project Area"), and making certain findings; and,

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

WHEREAS, as authorized by Idaho Code § 50-2015, the Agency may enter into cooperative agreements with public bodies such as the Ada County Highway District to achieve the objectives of an urban renewal plan; and,

WHEREAS, during its 2020 legislative session, the Idaho Legislature amended the Local Economic Development Act at Idaho Code § 50-2908(2)(a)(iv), effective as of July 1, 2020, such that the Ada County Highway District (ACHD) is allocated all taxes levied in a revenue allocation area established after July 1, 2020, including taxes levied on the base values and the increment values, unless ACHD and the Agency enter into an agreement for a different allocation; and,

WHEREAS, as a result of a legislative amendment to Idaho Code § 40-1415(3) during the 2021 Legislative Session, effective as of July 1, 2021, in order for ACHD to be responsible for the funding of the design and construction of the proposed urban renewal projects set forth in the State Street District Plan, the Agency and ACHD must enter into a separate written agreement pursuant to Idaho Code § 50-2908(2)(a); and,

WHEREAS, the Agency and ACHD staff have negotiated an Interagency Agreement, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, wherein ACHD agrees to authorize the allocation of ACHD levies on the increment value in the State Street Revenue Allocation Area in exchange for the Agency applying those funds only to transportation components of urban renewal projects in the State Street District Plan and Project Area; and,

WHEREAS, the Agency Board finds it to be in the best public interest to approve the Interagency Agreement, pursuant to Idaho Code § 50-2908(2)(a)(iv) and § 40-1415(3), 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 Interagency Agreement between the Ada County Highway District and the Agency, 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 July 11, 2022, Agency Board meeting.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on July 11, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on July 11, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST:

By: _____
Dana Zuckerman, Chair

By: _____
Lauren McLean, Secretary

INTERAGENCY AGREEMENT BETWEEN ADA COUNTY HIGHWAY DISTRICT AND
THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, ALSO KNOWN AS
CAPITAL CITY DEVELOPMENT CORPORATION
State Street Interurban Renewal District – Idaho Code § 50-2908(2)(a)(iv)

THIS AGREEMENT is effective on January 1, 2022 (the “Effective Date”), by and between the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho (“ACHD”), and the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body corporate and politic of the State of Idaho (the “Agency”).

RECITALS

WHEREAS, ACHD is a single county-wide highway district, a public entity, organized and existing pursuant to Title 40, Chapter 14, Idaho Code, as amended and supplemented, with the exclusive jurisdiction, and authority to supervise, maintain, improve, regulate, and operate public rights-of-way in Ada County;

WHEREAS, the Agency is an urban renewal agency, a public entity, organized and existing pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”) with power to undertake and carry out urban renewal projects and related activities within its area of operation pursuant to the Law and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”);

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

WHEREAS, Idaho Code § 50-2015(a) provides broad authority for the Agency to work with ACHD for the purpose of aiding in the planning, undertaking, or carrying out of an urban renewal project and related activities;

WHEREAS, the term “transportation components,” as used herein, refers to those components limited by Idaho Code, Title 40, Chapters 13 and 14, subject to the limitations imposed by Idaho Code § 40-801 *et seq.*, but which are intended to support the transportation network. Any dispute concerning the definition of transportation components shall be controlled by ACHD Policy Section 3109 *et seq.* (the “ACHD Cost Share Policy”), attached hereto as Exhibit A;

WHEREAS, ACHD has adopted Resolution Number 215 establishing the ACHD Cost Share Ordinance, and providing a new Section 3109, attached hereto as Exhibit A, setting forth cost share policies and procedures for funding roadway projects or transportation components, which requires partnering agencies to fund non-transportation components of proposed projects;

WHEREAS, in 2019, the Agency commenced planning and development of the Urban Renewal Plan for the State Street District Urban Renewal Project (the “Plan”), establishing the State Street District Revenue Allocation Area (the “Project Area”);

WHEREAS, the Boise City Council adopted the Plan by Ordinance No. ORD-45-21 on October 26, 2021, establishing the Project Area with a base year retroactive to January 1, 2021, with a statutory termination date of December 31, 2041, recognizing the revenue allocation proceeds received in calendar year 2042, as contemplated by Idaho Code § 50-2905(7);

WHEREAS, subject to available funding, the Plan includes several significant right-of-way projects within the Project Area, which include both transportation and non-transportation components;

WHEREAS, as a result of a legislative amendment to Idaho Code § 50-2908(2)(a)(iv) during the 2020 Legislative Session, effective as of July 1, 2020, ACHD is allocated all taxes levied in a revenue allocation area first formed after July 1, 2020, including taxes levied on the base values and the increment values (the “ACHD Levies”), unless ACHD and the Agency enter into an agreement for a different allocation;

WHEREAS, as a result of a legislative amendment to Idaho Code § 40-1415(3) during the 2021 Legislative Session, effective as of July 1, 2021, in order for the highway district to be responsible for the funding of the design and construction of the proposed urban renewal projects set forth in the Plan, the Agency and ACHD must enter into a separate written agreement pursuant to Idaho Code § 50-2908(2)(a);

WHEREAS, in 2021, the Agency and ACHD actively negotiated the terms of this Agreement, which negotiations carried over into 2022;

WHEREAS, a copy of any such agreement shall be submitted to the State Tax Commission and to the County Clerk by ACHD as soon as practicable after the parties have entered into the agreement and by no later than September 1 of the year in which the agreement takes effect;

WHEREAS, Idaho Code § 40-801 requires ad valorem tax levies by ACHD be spent exclusively for the construction and maintenance of highways and bridges;

WHEREAS, it is estimated the earliest the first revenue allocation funds would be allocated to the Agency would be from the first 2022 tax payment due on or before December 20, 2022, and distributed to the taxing entities and the Agency in January or February 2023;

WHEREAS, the Agency is requesting the ACHD Levies be allocated to the Agency for the duration of the Plan and Project Area in exchange for the Agency applying those funds only to transportation components of urban renewal projects in the Plan and Project Area; recognizing, however, that this agreement and its allocation of ACHD Levies terminates upon the completion or abandonment of the transportation components in Exhibit B hereto (identifying the potential Project Area projects eligible to receive ACHD Levies, as limited herein);

WHEREAS, the ACHD Commissioners and the Agency Board of Commissioners find it in the best public interest to approve this Agreement, pursuant to Idaho Code § 50-2908(2)(a)(iv) and § 40-1415(3), setting forth a different allocation of the taxes levied by ACHD on the increment value to allow those funds to be allocated to the Agency for use to fund project costs related to transportation components;

NOW, THEREFORE, in consideration of the foregoing recitals, which are made a part of this Agreement and not mere recitals, and for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

1. Allocation of ACHD Levies in the Project Area. As permitted by Idaho Code § 50-2908(2)(a)(iv), ACHD authorizes the allocation of the ACHD Levies on the increment value, but not the base value, in the Project Area (the “ACHD Revenue”) to the Agency for only those transportation components identified in Exhibit B hereto, or until September 30, 2042, whichever is earlier. Any extension of this allocation of ACHD Revenue beyond the Term (defined below), or expansion to transportation components not identified in Exhibit B, requires a new written agreement. In exchange, the Agency agrees to use the ACHD Revenue solely for costs on transportation components identified in the Plan, which are identified in Exhibit B.

2. Term; Termination Upon Consent or Change of Law. The term of this Agreement commences on the Effective Date and shall continue until September 30, 2042, or until the completion of the transportation components identified in Exhibit B, whichever is earlier (the “Term”). Neither party may terminate this Agreement without the prior written consent of the other party, or upon the consent of any lender, bondholder, noteholder, developer, or property owner where the ACHD Revenue secures repayment of any obligations; except the Agency shall have the right to terminate this Agreement with thirty (30) days’ written notice to ACHD on account of a change in law that would negate the need for the Agreement and the Agency would retain the taxes levied on the increment value, including the ACHD Revenue, as permitted by the Act. Upon termination with consent, ACHD Revenues allocated to the Agency which have not been spent, used, or otherwise obligated in association with an identifiable transportation component must be promptly returned to ACHD.

3. ACHD Responsibilities. ACHD will designate an ACHD staff member in the accounting department to be the Agency contact. ACHD and Agency staff will meet at least annually to discuss urban renewal projects and identify ACHD and Agency partnering opportunities. ACHD will deliver a copy of this Agreement to the State Tax Commission and to the County Clerk as soon as practicable after execution by ACHD and Agency.

4. Agency Responsibilities. The Agency will adopt its budget annually pursuant to the Law and the Act and will identify those transportation components identified in Exhibit B to be constructed in whole or in part during each such fiscal year. The Agency will use ACHD Revenue and, in its discretion, may use other available revenue allocation funds from the Project Area, to fund transportation components. It is generally recognized not all projects including transportation components are funded on a pay-as-you-go basis and that in some instances transportation components may be funded through the issuance of bonds and/or transportation components which could be advanced or funded by a public entity, property owner and/or developer, any of which may be entitled to reimbursement. ACHD Revenue may be allocated to

non-pay-as-you-go transportation component expenses for projects in Exhibit B. The Agency's use of ACHD Revenue is and shall be strictly limited to transportation components in Exhibit B, and subject to ACHD Ordinance 215 (8/3/11), ACHD Policy Section 3109.6.2 *et seq.*, as attached hereto as Exhibit A.

a. Agency Accounting, Use, and Return of ACHD Revenue. The Agency will separately account for the amount of ACHD Revenue received annually, the amount of ACHD Revenue used annually, and the estimated completion of transportation components for which those funds were allocated. ACHD Revenue may be accrued by the Agency from year-to-year based on the proposed timing of urban renewal projects and the availability of funds, but unused allocated funds for any completed, not pursued, or abandoned transportation component must be returned to ACHD or reallocated to another transportation component identified in Exhibit B. Agency will work with ACHD to identify and prioritize transportation components; however, the Agency has discretion in determining which projects to fund pursuant to its Plan. The Agency is required to provide a detailed project cost for any project funded by ACHD Revenue, and ACHD reserves the discretion and right to audit at its own cost any project funded by ACHD Revenue.

b. Limited Agreement. Agency is not required to seek ACHD consent of its budget and/or prioritization of projects in implementing the Plan, but Agency agrees that all projects must meet ACHD policies, be approved in advance by the ACHD Board of Commissioners in writing (if required), be consistent with the transportation components as identified in Exhibit B, and be consistent with ACHD Ordinance 215 (8/3/11), ACHD Policy Section 3109.6.2 *et seq.*, attached hereto as Exhibit A. Agency also agrees that in the development and construction of the projects identified in Exhibit B, it will comply with all applicable local, state, and federal law or regulations.

c. Breach of This Agreement by Agency; Termination. The breach of any material term of this agreement by the Agency is a material breach, including but not limited to the use of ACHD Revenue for any non-transportation component, in part because many of ACHD's requirements under this obligation are statutory or constitutional in nature. The Agency shall have thirty (30) days to cure a breach after written notice of the same is received from ACHD. As determined in ACHD's sole discretion, if a material breach is not cured within thirty (30) days of CCDC's receipt of written notice of the breach, this agreement may terminate and/or ACHD may require the Agency to recapture and return any ACHD Revenue used for non-transportation component purposes; provided however, that if ACHD elects to terminate this Agreement, the Agency will continue to receive ACHD Revenue in the amount necessary to pay indebtedness related to previously approved transportation components and any excess shall be distributed back annually to ACHD on or before September 30 of each year until the transportation component related indebtedness is paid in full, or September 30, 2042, whichever is earlier. For purposes of this section indebtedness means any bonds, notes, or other reimbursement obligation, together with all expenses necessary to comply with all covenants related to the indebtedness.

5. Indemnification.

a. ACHD will defend, indemnify and hold harmless the Agency and, as applicable, the Agency's directors, commissioners, managers, employees, contractors, agents and representatives from and against any and all claims or actions for losses, costs, damages, or

liabilities, including reasonable attorneys' fees incurred by the Agency, or its directors, commissioners, managers, employees, contractors, agents and representatives resulting from the failure, neglect, or any act or omission in breach of this Agreement by ACHD or of ACHD's contractors, and agents, in connection with its activities under this Agreement and the exercise of any privileges or performance of any obligations of ACHD hereunder, but only to the extent caused by the acts or omissions of ACHD or ACHD's commissioners, contractors, and agents. ACHD's obligations pursuant to this section shall survive the termination of this Agreement.

b. Agency will defend, indemnify and hold harmless ACHD and, as applicable, ACHD's directors, commissioners, managers, employees, contractors, agents and representatives from and against any and all claims or actions for losses, costs, damages, or liabilities, including reasonable attorneys' fees incurred by ACHD, or its directors, commissioners, managers, employees, contractors, agents and representatives resulting from the failure, neglect, or any act or omission in breach of this Agreement by Agency or of the Agency's contractors, and agents, in connection with its activities under this Agreement and the exercise of any privileges or performance of any obligations of the Agency hereunder, but only to the extent caused by the acts or omissions of the Agency or the Agency's commissioners, contractors, and agents. The Agency's obligations pursuant to this section shall survive the termination of this Agreement.

6. Miscellaneous.

a. Amendment or Modification. This Agreement may not be enlarged, modified, amended, or altered except in writing signed by both of the parties hereto.

b. Authority. The parties hereby warrant that the person executing this Agreement on behalf of each party is, at the time of its execution, duly authorized to do so by its governing body and is fully vested with the authority to bind that party in all respects.

c. Further Assurances. Each party shall cooperate fully with the other and execute such further instruments, documents and agreements and give such further written assurances as may be reasonably requested by the other to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

d. Attorneys' Fees. Should either party find it necessary to employ an attorney for representation in any action seeking enforcement of any of the provisions of this Agreement, to recover damages for the breach of this Agreement, to resolve any disagreement in interpretation of this Agreement or to obtain assistance in any litigation, the unsuccessful party in any final judgment or award entered therein shall reimburse the prevailing party for all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred by the prevailing party in connection therewith and in connection with any appeal, and the same may be included in such judgment or award.

e. Venue. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Idaho, County of Ada.

f. Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the personal representatives, heirs and assigns of the respective parties hereto.

g. No Indebtedness or Liability. Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.

h. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Idaho.

i. Integration. This Agreement and any exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and no party shall be liable or bound to the other in any manner by any representations, warranties, covenants, and agreements except as specifically set forth herein.

j. Successors and Assigns. The promises, covenants, conditions, and agreements herein contained shall be binding on each of the parties hereto and on all parties and all persons claiming under them or any of them; and the rights and obligations hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

k. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

l. Waiver. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's right to enforce any provision or exercise any right. No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by ACHD and the Agency.

m. Headings. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

n. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same.

o. No Joint Venture. The parties hereto agree that nothing herein contained shall be construed to create a joint venture, partnership, or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.

p. Time of the Essence. Time shall be of the essence for all events and obligations to be performed under this Agreement.

q. Notice. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other

established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to ACHD: Bruce Wong, Director
Ada County Highway District
3775 Adams Street
Garden City, Idaho 83714

If to CCDC: John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term “receipt” shall mean the earlier of any of the following:

- (i.) date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- (ii.) date of actual receipt of the notice or other document by the person or entity specified above; or
- (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
 - 1. date of the attempted delivery or refusal to accept delivery,
 - 2. date of the postmark on the return receipt, or
 - 3. date of receipt of notice of refusal or notice of non-delivery by the sending Party.

Signature page follows.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year herein first written.

ATTEST:	ADA COUNTY HIGHWAY DISTRICT
By:	By:
Bruce S. Wong Director	_____ President, Board of Commissioners
ATTEST:	AGENCY
By:	By:
John Brunelle Executive Director	_____ Chair, Board of Commissioners

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EXHIBIT A

ORDINANCE NO. 215

ADA COUNTY HIGHWAY DISTRICT

BY THE ADA COUNTY HIGHWAY DISTRICT BOARD OF COMMISSIONERS: REBECCA W. ARNOLD, JOHN S. FRANDEN, CAROL A. MCKEE, SARA M. BAKER, DAVID L. CASE.

AN ORDINANCE REPEALING ADA COUNTY HIGHWAY DISTRICT RESOLUTION NO. 897, ADOPTED MAY 27, 2009, AND AMENDING ADA COUNTY HIGHWAY DISTRICT ORDINANCE NO. 201 AND TITLE III OF THE ACHD CODE, ADOPTED APRIL 12, 2006, WITH THE ADOPTION OF NEW TITLE III, SECTION 3109 OF THE ADA COUNTY HIGHWAY DISTRICT CODE ENTITLED "ADA COUNTY HIGHWAY DISTRICT COST SHARE ORDINANCE," ESTABLISHING NEW RULES AND REGULATIONS RELATING TO FUNDING OF BOTH TRANSPORTATION AND NON-TRANSPORTATION ELEMENTS FOR ADA COUNTY HIGHWAY DISTRICT ROAD PROJECTS.

WHEREAS, Idaho Code Section 40-1406 provides that the Commissioners of the Ada County Highway District (the "District" or "ACHD") may pass ordinances for carrying into effect or discharging all powers and duties conferred upon the District; and

WHEREAS, Idaho Code Section 40-1406 further provides that the District may print or publish ordinances in book or pamphlet form pursuant to the authority of the Commissioners; and

WHEREAS, pursuant to Idaho Code Sections 40-1406, 40-1310 and 40-1415, the District is vested with the exclusive authority and responsibility for the design, construction, reconstruction and maintenance of rights-of-way within its jurisdiction; and

WHEREAS, ACHD is a special purpose government whose authority is to make expenditures and participate in interagency cost sharing for roadway projects is limited to the specific authority granted under Idaho law; and

WHEREAS, pursuant to Idaho Code Sections 40-1310 and 40-1415, any roadway project improvements that result in costs outside of ACHD's specific statutory authority are costs that must be paid for by a partnering agency requesting the improvements; and

WHEREAS, the Commissioners of the Ada County Highway District desire to repeal ACHD Resolution No. 897, adopted May 27, 2009, and amend the Ada County Highway District Code, Ordinance No. 201, adopted April 12, 2006, with the adoption of a new Title III, Section 3109 of the Ada County Highway District Code, to establish new rules and regulations relating to funding of both transportation and non-transportation elements for District road projects; and

WHEREAS, new Title III, Section 3109 of the Ada County Highway District Code will clearly define the rule of ACHD, cities, the county, urban renewal agencies and other potential partnering agencies in funding both transportation and non-transportation elements on the

District's road projects and maintain flexibility for ACHD to consider unique aesthetic features of road projects and recognize the desires of partnering agencies for non-transportation features within their boundaries; and

WHEREAS, new Title III, Section 3109 of the Ada County Highway District Code will establish clear and equitable rules and regulations for ACHD to cooperate with other partnering agencies within Ada County to include non-transportation components such as landscaping, specialized pavement and sidewalk treatments, decorative lighting and other aesthetic features beyond the transportation elements that are necessary for safety and mobility and provide a framework whereby a partnering agency may enter into a cost share partnership with ACHD to fund the incremental costs of these improvements including design, land acquisition, construction, and perpetual maintenance of any requested aesthetic feature and/or non-transportation component on District road projects.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE ADA COUNTY HIGHWAY DISTRICT, ADA COUNTY, IDAHO, ACHD Resolution No. 897 is repealed and all other Resolutions or parts of Resolutions in conflict with this Ordinance, to the extent of such conflict, are hereby repealed.

BE IT FURTHER ORDAINED, that the Ada County Highway District Code, Ordinance No. 201, adopted April 12, 2006, is amended with the adoption of a new Title III, Section 3109 of the Ada County Highway District Code, entitled "Ada County Highway District Cost Share Ordinance," establishing new rules and regulations relating to funding of both transportation and non-transportation elements for District road projects as follows:

3109 COST SHARE ORDINANCE

3109.1 Short Title, Authority and Applicability

This Ordinance shall be known and may be cited as the "Ada County Highway District Cost Share Ordinance."

The Board of Commissioners of the Ada County Highway District has the authority to adopt ordinances pursuant to the powers granted it under § 40-1406, Idaho Code.

This Ordinance shall apply in all areas under the control and jurisdiction of the Ada County Highway District, including all Highways and Public Rights-of-Way within Ada County.

3109.2 Findings and Purpose

ACHD is committed to furthering the policies and goals set forth in the Blueprint for Good Growth, the Transportation and Land Use Integration Plan; the Complete Streets Policy; the Liveable Streets Design Guide; the Master Street Map, the Pedestrian-Bicycle Transition Plan, and the Bike Master Plan.

In accordance with the foregoing plans and in accordance with the jurisdiction and authority of ACHD, the Board of Commissioners of ACHD finds that it is in

the best interest of the citizens of Ada County, Idaho to define the role of ACHD and its partnering agencies in constructing and funding both Transportation Components and Non-Transportation Components of ACHD's Road Projects. ACHD has limited funding for transportation improvements. It is the intent of the Commission, by enactment of this Ordinance, to:

- a. acknowledge that Title 40, Chapter 14 specifically reserves jurisdiction to the cities to authorize the expenditure of funds for the placement, care and removal of Non-Transportation Components in the Public Right-of-Way;
- b. acknowledge that cities have the statutory authority and expertise to design, develop and fund Non-Transportation Components in the Public Right-of-Way in order to define the aesthetic character of their respective communities;
- c. declare that all ACHD revenues should be spent exclusively for the construction and maintenance of the Transportation Components of Road Projects, which includes Pedestrian and drainage facilities, in accordance with applicable law;
- d. adopt a policy that establishes that ACHD will not fund any Non-Transportation Components, in accordance with applicable law;
- e. provide rules for when ACHD and partnering agencies desire to include Non-Transportation Components into ACHD's Road Projects;
- f. ensure that any Road Project improvements that result in costs outside of ACHD's statutory jurisdiction over Transportation Components are funded by the partnering agency that requests such Non-Transportation Components;
- g. acknowledges that ACHD will purchase and/or otherwise acquire right-of-way necessary for motorist and pedestrian safety, subject to the public necessity requirements for eminent domain for Highway Districts under Idaho law;
- h. establish Non-Transportation Components to be included in cost-sharing applications submitted to ACHD by a partnering agency for approval;
- i. adopt a policy that authorizes a proportionate credit based on the cost of Transportation Components that would otherwise be installed by ACHD in lieu of the Non-Transportation Components proposed by a Partnering Agency); and

- j. establish an application and permit process whereby partnering agencies may apply to ACHD for approval of a cost-sharing request.

3109.3 Definitions

Following are definitions of certain terms used in this Ordinance.

As used in this Ordinance, the following terms shall have the following meanings:

“ACHD” means the Ada County Highway District.

“Commission” means the Board of Commissioners of ACHD.

“Cost Share Application” means an application submitted by a Partnering Agency to ACHD in accordance with this Ordinance.

“Cost Share Permit” means a permit issued by ACHD to a Partnering Agency in accordance with this Ordinance.

“Hardscape” means to surface areas within sidewalk buffers and paved medians with hard material, such as asphalt, concrete, or similar materials, as opposed to soil and vegetation.

“Highway” means any of the following located within a Public Right-of-Way; roads, streets, alleys, curbs, gutters, culverts, sidewalks, paved medians, bulkheads, retaining walls, bridges, culverts, sluices, drains, stormwater facilities, waterways, embankments, tunnels, grade separation structures, bicycle facilities, and any other structures, works or fixtures incidental to the preservation of the highways for motorist and public safety.

“Highway Necessity” means an improvement, structure, work, or fixture that is necessary for motorist and/or Pedestrian traffic, motorist and/or Pedestrian safety, Public Right-of-Way maintenance, traffic control, or that is otherwise necessary for the preservation of the Highways or necessary to mitigate project impacts on adjacent lands, in accordance with Idaho law and as determined by ACHD. ACHD may utilize ACHD’s Development Policy, Idaho Standards for Public Works Construction (ISPWC) and other established engineering standards to determine Highway Necessity. The determination of Highway Necessity will occur on a case-by-case basis and will include a written analysis that weighs the merits of cost, traffic operations and safety. The determination as to Highway Necessity is also subject to the public necessity requirements for eminent domain for Highway Districts under Idaho law, as applicable. Section 3004 of the existing ACHD Policy Manual provides that ACHD relies on AASHTO guidelines in determining the necessity for certain transportation improvements. However, AASHTO are only guidelines, and ACHD reserves the discretion to deviate from AASHTO based upon the unique circumstances of each project. AASHTO “Green Book” provides: *“The intent of this policy is to provide guidance to the designer by referencing a range of values for critical dimensions. It is not intended to be a detailed design manual that could supersede the need for the application of sound*

principles by the knowledgeable design professional. Sufficient flexibility is permitted to encourage independent designs tailored to particular situations.”

“Non-Transportation Components” means those components of a Road Project set forth in Section 3109.6.3 of this Ordinance, and includes components that are requested by a Partnering Agency and are the Partnering Agency’s responsibility.

“Partnering Agency” means any of the agencies defined in Section 3109.5.2 of this Ordinance.

“Pedestrian” means foot traffic, bicycle, and other non-motorized use by the public of a Highway or a Public Right-of-Way.

“Person” means an individual, corporation, partnership, association, government agency, or other entity.

“Public Right-of-Way” means a Highway, roadway or other right-of-way open to the public under the jurisdiction of ACHD.

“Road Project” means a Public Right-of-Way and/or Highway improvement project by ACHD that may, in accordance with the provisions of this Ordinance, incorporate both Transportation Components under the jurisdiction and control of ACHD and Non-Transportation Components requested by a Partnering Agency.

“Transportation Components” means those components of a Road Project set forth in Section 3109.6.2 of this Ordinance, and includes components that are under the jurisdiction of ACHD and are ACHD’s statutory responsibility.

3109.4 Rules of Construction

The provisions of this Ordinance shall be interpreted to be consistent with state and federal law, including but not limited to the United States Constitution, the State of Idaho Constitution, federal statutes, and state statutes, including without limitation, Idaho Code Title 40.

3109.5 Applicability

3109.5.1 General Application

This Ordinance governs and is limited to those instances in which a Partnering Agency desires to incorporate Non-Transportation Components into an ACHD Road Project.

3109.5.2 Applicability to Partnering Agencies

This Ordinance applies to all governmental entities that have the authority under federal and/or state law to construct, reconstruct, and/or maintain Non-Transportation Components that are located or may become located within an ACHD Road Project in

accordance with the terms of this Ordinance. Such governmental entities may include the following:

- a. Cities
- b. Counties
- c. Urban Renewal Agencies
- d. Idaho Transportation Department
- e. School Districts
- f. Utilities
- g. Irrigation and Drainage Districts
- h. Regional Public Transportation Authority -Valley Regional Transit ("VRT") (provided, however, that issues related to the construction, placement, or relocation of transit structures in Public Rights-of-Way are addressed under that certain Cooperative Agreement for Transit Structures between ACHD and VRT, dated July 1, 2007, or as amended in the future, and are not governed by this Ordinance).
- i. Metropolitan Planning Organization (MPO) or Transportation Management Agency (TMA)

Nothing in this Ordinance shall be construed to prevent a Partnering Agency from requiring a third party to pay for the costs or install improvements allocated to the Partnering Agency by a Cost Share Application and Cost Share Permit issued in accordance with this Ordinance.

3109.5.3 Non-Application to Agreements with Private Parties

This Ordinance does not govern instances in which ACHD and a Partnering Agency desire to enter into a development agreement with a private party pursuant to ACHD's Impact Fee Ordinance and the Idaho Development Impact Fee Act.

3109.6 ACHD's Jurisdiction and Authority Over Road Projects

3109.6.1 ACHD General Jurisdiction

ACHD is a single county-wide highway district, a public entity, organized and existing pursuant to Idaho Code Title 40, Chapter 14, as amended and supplemented, with the exclusive jurisdiction and authority to maintain, improve, and operate Highways and Public Rights-of-Way in Ada County, Idaho. Idaho Code, Title 40,

Chapters 13 and 14, define ACHD's jurisdiction and powers, and includes, by way of example and without limitation, the following:

- a. the full power to construct, maintain, repair, acquire, purchase and improve all Highways within ACHD's Highway system;
- b. all transportation powers and duties that would by law be vested in the commissioners of Ada County, if not already vested in ACHD;
- c. the power to establish and post speed and other regulatory signs;
- d. the right to acquire all lands and other property necessary for the construction, use, maintenance, repair and improvement of Highways;
- e. the right to change the width or location or straighten the lines of any Highway;
- f. the exclusive general supervisory authority over all Highways, public streets and Public Rights-of-Way under its jurisdiction, with full power to establish design standards, establish use standards, pass resolutions and establish regulations in accordance with the provisions of Title 49, Idaho Code, and to control access to said public Highways, public streets and Public Rights-of-Way;
- g. the design, construction, reconstruction and maintenance of city rights-of-way and accompanying curbs, gutters, culverts, sidewalks, paved medians, bulkheads and retaining walls, which shall include: (a) traffic and safety engineering for both motorist and Pedestrian traffic; (b) procurement and installation of highway lighting where it is primarily of benefit to the motorist (provided that energy costs and maintenance of lighting shall subsequently be a function of the applicable city or the county); (c) procurement, installation, operation and maintenance of traffic control devices where they are needed for traffic control; and (d) drainage where it is necessary for motorist safety or necessary for right-of-way maintenance;
- h. the acquisition and acceptance of Public Rights-of-Way; and
- i. the responsibility for planning and locating Public Rights-of-Way.

3109.6.2 Transportation Components

ACHD may fund components of any Road Project in accordance with the powers and authority granted to ACHD in accordance with the authority above. By way of example and without limitation, "Transportation Components" of a Road Project funded by ACHD may include the following, so long as they are a Highway Necessity:

- a. Roads - Through lanes and turn lanes for the purpose of vehicular movements;
- b. Bike Facilities - Facilities for bicycle use within the Public Right-of-Way and/or Highways;
- c. Curbs and Gutters - Infrastructure for storm water conveyance on urban cross-sections;
- d. Sidewalks – Pedestrian facilities within the Public Right-of-Way for the safe movement of pedestrians; including safety buffers that are deemed to be a Highway Necessity;
- e. Paved Medians - Facilities installed for purposes of motorist safety, access management and traffic operation;
- f. Retaining Walls - Facilities for buttressing of slopes as a result of roadway design;
- g. Highway Lighting – Procurement and installation of illumination for the primary benefit to the motorist;
- h. Traffic Control Devices - Traffic and Pedestrian signals, flashing beacons, signage, striping, and intelligent transportation system facilities;
- i. Drainage - Stormwater structures, drainage, and irrigation facilities;
- j. Right-of-way and pavement necessary for pullouts, stops and lanes associated with public transportation that are a Highway Necessity; and
- k. Any other improvements, facilities, structures, works, or fixtures that are a Highway Necessity.

3109.6.3 Non-Transportation Components

There are certain improvements or features that a Partnering Agency may request to be incorporated into an ACHD Road Project that do not fall within the definition of Transportation Components and/or are not a Highway Necessity. These "Non-Transportation Components" are improvements which ACHD will not fund, but the Partnering Agency may receive a proportionate credit as authorized herein. By way of example and without

limitation, "Non-Transportation Components" of a Road Project funded by a Partnering Agency may include the following depending on the particular power and authority of the Partnering Agency:

- a. Landscaping;
- b. Specialized pavement or sidewalk treatments;
- c. Decorative lighting or other illumination features that are not for the primary benefit of the motorist;
- d. Medians that are not a Highway Necessity;
- e. Medians necessary for traffic management, but made of materials other than Hardscape;
- f. Pedestrian facilities that are not included in ACHD's Livable Design Guide or other cross-section policies;
- g. Bike lanes that are not included in ACHD's Livable Design Guide or other cross-section policies; and
- h. Utilities, parking, bus pullouts, bus stops, transit structures, and specialized signing.

3109.7 Procedure for Providing Notice of Interest for Inclusion of Non-Transportation Components Into an ACHD Road Project

ACHD shall determine whether to include Non-Transportation Components into ACHD Road Projects after submission of a Cost Share Application by a Partnering Agency pursuant to Section 3109.8.1 below. However, ACHD recognizes that in some circumstances, it may be beneficial for ACHD and a Partnering Agency to exchange information in advance of the application process. For that reason, prior to submitting a Cost Share Application, a Partnering Agency may elect to notify ACHD that it is interested in the inclusion of Non-Transportation Components into a future ACHD Road Project through any of the following procedures set forth in this Section below. Notifying ACHD of this interest shall not obligate ACHD in any way to incorporate the Non-Transportation Components or to make any determination at the time of such notice as to whether to incorporate the Non-Transportation Components. Such determination shall be made only upon the submission of a complete Cost Share Application.

3109.7.1 Notice of Interest by Partnering Agency

Prior to submitting a Cost Share Application, a Partnering Agency may contact ACHD at any time to provide notice of its interest to include Non-Transportation Components in connection with any planned ACHD Road Project. Partnering Agencies are encouraged to provide this notice during ACHD's annual request

for input on its Five-Year Work Plan (FYWP). Such interest should provide as much detail as possible and should:

- a. be provided in a written letter to ACHD, addressed to Deputy Director, Planning and Project Management Division;
- b. identify the name or location of the applicable Road Project;
- c. identify the Non-Transportation Components being proposed by the Partnering Agency; and
- d. provide any information available about the anticipated cost and proposed funding for the Non-Transportation Components (including, if applicable, any credits based on the cost of Transportation Components that would otherwise be installed by ACHD in lieu of the Non-Transportation Components proposed by a Partnering Agency).

3109.7.2 Invitation from ACHD

From time to time, before or during project development, ACHD will use its best efforts to contact various Partnering Agencies and request input as to whether any Non-Transportation Components are desired by the Partnering Agency in connection with any ACHD Road Project. In addition, ACHD will provide each city and county that is a Partnering Agency with a list of all of the existing ACHD Road Projects planned within city or county limits on an annual fiscal year basis. ACHD shall provide the applicable Partnering Agency with a Notice of Project Intent, which shall be served on the Partnering Agency not less than 15 days prior to ACHD commencing the scoping design process for the ACHD Road Project. If the Partnering Agency determines it would like to incorporate Non-Transportation Components into the ACHD Road Project, it shall complete a Cost Share Application pursuant to Section 3109.8.1 below. ACHD may elect to specify a deadline by which the Partnering Agency must submit a Cost Share Application in order for the incorporation of the Non-Transportation Components to be considered. Applications that are not timely submitted may be rejected, or, if they are considered, they will be approved only on the condition that the Partnering Agency pay for all redesign costs and other costs associated with the inclusion of the Non-Transportation Components.

3109.8 Cost Share Application

3109.8.1 Submission of Cost Share Application

If a Partnering Agency determines it would like ACHD to incorporate Non-Transportation Components into any ACHD Road

Project, it shall complete and submit the Cost Share Application set forth on Appendix 1, attached hereto and incorporated herein. There shall be no application fee required in connection with submitting the Cost Share Application.

To be considered for approval, all Cost Share Applications must provide information and certifications by the Partnering Agency consistent with the following specifications and rules:

- a. Project Description. Each Cost Share Application shall identify the Road Project and include a complete description of the Non-Transportation Components. If project plans or other conceptual designs for the inclusion of the Non-Transportation Components are available at the time of execution, they shall be provided by Exhibit to the Cost Share Application.
- b. Project Design. All Non-Transportation Component design and operation plans associated with and ACHD Road Project pursuant to a Cost Share Application are the responsibility of the Partnering Agency and must comply with (i) established engineering standards, including the Idaho Standards for Public Works Construction (ISPWC) and American Association of State Highway and Transportation Officials ("AASHTO") guidelines, (ii) this Ordinance, (iii) all adopted ACHD rules and regulations, and (iv) all state and federal laws. All Non-Transportation Component designs and plans may be provided by ACHD directly with reimbursement by the Partnering Agency and shall be subject to the final review and approval of ACHD. The Partnering Agency shall participate in the design of any requested Non-Transportation Components.
- c. Project Design Costs. All Cost Share Applications shall specify that all Road Project design costs associated with the Non-Transportation Components are the responsibility of the Partnering Agency, including any overrun costs. Such allocation shall be made in accordance with the provisions of this Ordinance, and the Project Cost Responsibilities Chart is summarized on Appendix 2, when applicable. Any redesign costs of Transportation Components of the Road Project that are necessitated by the incorporation of Non-Transportation Components in the Road Project also shall be paid by the Partnering Agency. The Cost Share Application shall also specify, if applicable, any credits based on the cost of the design of Transportation Components that would otherwise be installed by ACHD in lieu of the Non-Transportation Components proposed by a Partnering Agency.

- d. **Project Construction.** All Cost Share Applications shall identify whether ACHD or the Partnering Agency will be responsible to construct the Non-Transportation Components. There shall be a presumption that in most instances, the Partnering Agency shall be responsible for the construction of the Non-Transportation Components. If the Partnering Agency is responsible for any construction, the Partnering Agency must certify in its Cost Share Application that such construction will not negatively impact ACHD's construction of the Transportation Components or the overall ACHD Road Project schedule in any way. In addition, the Partnering Agency shall be responsible for obtaining all permits required by ACHD in connection with any construction.
- e. **Project Construction Costs.** All Cost Share Applications shall allocate the Road Project construction costs, with the Partnering Agency responsible for paying all construction costs associated with the Non-Transportation Components, including applicable construction, maintenance, administration and overrun costs, and ACHD responsible for paying all construction costs associated with the Transportation Components, which is summarized on Appendix 2. - Project Cost Responsibilities Chart. Any reconstruction costs of Transportation Components of the Road Project that are necessitated by the incorporation of Non-Transportation Components into the Road Project also shall be paid by the Partnering Agency. The Cost Share Application shall also specify, if applicable, any credits based on the construction cost of Transportation Components that would otherwise be installed by ACHD in lieu of the construction of Non-Transportation Components proposed by a Partnering Agency.
- f. **Land Acquisition.** If real property is necessary for the Non-Transportation Components, or if the incorporation of Non-Transportation Components into the Road Project necessitates or increases the costs of the acquisition of real property for the Transportation Components, the Partnering Agency shall be responsible for acquiring, paying for, or dedicating such additional real property and/or paying for the cost increase in the acquisition of real property for the Non-Transportation and Transportation Components, as applicable.
- g. **Maintenance.** All Cost Share Applications shall provide that the Partnering Agency shall be solely responsible for perpetually replacing, maintaining, and caring for the Non-Transportation Components, so long as ACHD provides the Partnering Agency with authority and permission to do so pursuant to the terms of the Cost Share Permit. The

Partnering Agency shall also certify in the Cost Share Application that if the Partnering Agency fails to replace, maintain, and care for the Non-Transportation Components, ACHD shall have the following remedies in addition to any other recovery in law or in equity, provided that ACHD first gives the Partnering Agency thirty (30) days notice and the Partnering Agency fails to remedy such failure: (i) ACHD may revoke the Partnering Agency's Cost Share Permit for the Non-Transportation Components, (ii) ACHD may replace, maintain, and/or care for the Non-Transportation Components and the Partnering Agency shall reimburse ACHD fully for all associated costs, (iii) ACHD may remove, alter, redesign, or, in the case of landscaping, replace with hardscape over the Non-Transportation Components, and the Partnering Agency shall reimburse ACHD fully for all associated costs, and (iv) ACHD may refuse to issue any further Cost Share Permits or any other permits for future ACHD Road Projects until the Partnering Agency complies with the conditions of the Cost Share Permit. In addition, in the event of an emergency caused by the Partnering Agency's failure to perform required maintenance, ACHD may immediately perform any and all emergency repairs or take other measures in connection with an emergency, and the Partnering Agency shall reimburse ACHD fully for all associated costs.

- h. Future Work. In the event the Non-Transportation Components will or may necessitate future maintenance, repair, relocation, or replacement that is not the subject of the original Cost Share Permit, ACHD shall, in its discretion, issue the Partnering Agency an amended Cost Share Permit to perform such work.
- i. Relocation of Utilities. The Partnering Agency shall be solely responsible for all costs associated with the relocation of any utilities required in connection with the placement, incorporation, or construction of the Non-Transportation Components, provided that ACHD may require, as a condition of the Cost Share Permit, that the Partnering Agency be responsible for the relocation.
- j. Effect on Stormwater Quality. The Cost Share Application shall include a certification by the Partnering Agency that if ACHD determines that a Partnering Agency's request for a Non-Transportation Component will have an adverse effect on stormwater quantity or quality, the Partnering Agency shall be responsible for mitigating or funding the mitigation of any such adverse effects, in a means determined by or acceptable to ACHD.

- k. Medians and Other Structures. If a Partnering Agency requests medians or other structures that are not a Highway Necessity, the Partnering Agency shall be solely responsible for all of the associated costs, including, without limitation, the design, construction, additional land acquisition, and maintenance costs. If ACHD determines that a median or any other structure is a Highway Necessity, the Partnering Agency shall only be responsible for all of the costs of any aesthetic features and landscaping associated with said structure, including without limitation, the design, construction, and maintenance costs related to the aesthetic features and landscaping that are in excess of the cost of installing ACHD's structure, such as Hardscape and in such case, a credit shall be applied..

- l. Pedestrian/Bicycle Facilities. If a Partnering Agency requests a bicycle and Pedestrian facility that is not a identified in ACHD's Livable Street Design Guide and/or is not a Highway Necessity, the Partnering Agency shall be solely responsible for providing or paying all of the costs for the bicycle and Pedestrian facilities, including, without limitation, the design, construction, land acquisition, and maintenance.

- m. On-Street Parking. ACHD may fund the land acquisition, construction, and maintenance of on-street parking, where appropriate, on arterials, collectors, and local roads for ACHD Road Projects that is based upon an approved ACHD transportation plan and is determined to be cost-effective, safe and appropriate. If a Partnering Agency requests any additional on-street parking, the Partnering Agency shall be solely responsible for all costs associated with the on-street parking. ACHD shall retain the authority to remove any parking at any time.

- n. Federally-Funded Projects. If pursuant to the federal aid grant, the federal law requires any match, mitigation and maintenance for an ACHD Road Project as a condition of the grant, then ACHD shall be responsible for such costs as required by federal law. If federal funds are available for any Non-Transportation Components that are not required for the Project under federal law, the Partnering Agency shall pay any proportionate match mitigation, and maintenance for the Non-Transportation Components of the Road Project. Mitigation. Site-specific mitigation may include specialized treatments such as sound walls, berms, and other components whose purpose is to mitigate traffic impacts within the Road Project area. Funding and responsibility for mitigation shall be

addressed in the Cost Share Application and Cost Share Permit.

- o. Revocation of Rights by ACHD. Each Cost Share Application shall include a certification by the Partnering Agency that ACHD shall at all times have the right to (i) maintain, relocate, reconstruct, remove, or redesign any and all improvements that are part of the Road Project, in which case the Partnering Agency shall reimburse ACHD fully for all associated costs; (ii) revoke any Cost Share Permit granted to the Partnering Agency to access any Highway or Public Right-of-Way; and (iii) immediately perform any and all emergency repairs or take other measures in connection with an emergency, in which case the Partnering Agency shall reimburse ACHD fully for all associated costs. ACHD shall use best efforts to provide the Partnering Agency with advance notice before taking any of these steps.
- p. Indemnification. Each Cost Share Application shall include a certification by the Partnering Agency that it will indemnify ACHD from all damages caused or suffered by the Partnering Agency and its contractors and agents and invitees in connection with the Road Project.

3109.8.2 Determination as to Completeness of Cost Share Application

Upon receipt of a Cost Share Application from a Partnering Agency, ACHD shall first review it and make a determination as to whether the Cost Share Application contains all information necessary for making a determination whether to grant or deny the application. Within 30 days following receipt of the Cost Share Application, ACHD shall provide notice to the Partnering Agency indicating that either (i) the application is complete and no further information is needed at that time, or (ii) the application is incomplete and requires certain other additional information prior to consideration. If ACHD notifies the Partnering Agency that the application is incomplete, the Partnering Agency shall submit the additional requested information within fifteen (15) days. ACHD shall review the application and any additional information and notify the Partnering Agency within 15 days that either (i) the application is complete and no further information is needed at that time, or (ii) the application is incomplete and requires certain other additional information prior to consideration. If ACHD notifies the Partnering Agency that the application is complete, such notification shall not preclude ACHD from requesting additional information should it become necessary at any time during the full consideration stage outlined below in this Section. ACHD may at any time notify the Partnering Agency that its Cost Share Application is or will be rejected if it would be untimely in relation to the ACHD Road Project schedule.

3109.8.3 Approval or Denial of Cost Share Application – Issuance of Cost Share Permit

After ACHD notifies the Partnering Agency that the application is complete and no further information is needed at that time, ACHD's Director or the Director's designee(s) shall determine, in his or her discretion, whether to approve or deny the application. If an application is approved, ACHD shall issue a Cost Share Permit to the Partnering Agency that provides the terms and conditions upon which the incorporation of the Non-Transportation Components is approved. The Cost Share Permit shall include a schedule for completion of the Road Project. Any application that is approved by ACHD must comply with the requirements set forth in this Ordinance, including, without limitation, each of the provisions set forth in Section 3109.6 regarding ACHD's jurisdiction and authority over Transportation Components and each Partnering Agency's jurisdiction and authority over Non-Transportation Components. The application must also be consistent with the requirements of any cost sharing arrangement set forth in Section 3109.8.1 above. Additional reasons for denial of any application may include, but are in no way limited to, considerations of economics, the impact on project costs, availability of ACHD staff and resources, anticipated project schedules, availability of land acquisitions, noncompliance with any issued Cost Share Permits or other permits or applicable law and the authority of ACHD and/or the Partnering Agency, and other feasibility issues. If at any point during the consideration process, ACHD determines that it requires additional information from the Partnering Agency in order to consider the application, ACHD shall notify the Partnering Agency, and the Partnering Agency shall supply the information with a new application.

3109.9 Appeal Process

If ACHD denies a Cost Share Application or Exception request, or if ACHD issues a Cost Share Permit on terms that are unacceptable to the Partnering Agency, the Partnering Agency shall have fourteen (14) days following receipt of written notice on ACHD's decision to appeal to the ACHD Commissioners. To make such appeal, the Partnering Agency shall submit the following:

- a. written notice of the Partnering Agency's request to appeal the decision, addressed to the Commission;
- b. a copy of the application and a copy of ACHD's decision denying the application or Exception request;
- c. a copy of any other information submitted to ACHD in connection with the application; and

- d. a written statement indicating why the Partnering Agency believes the application or Exception should be approved on appeal or why the Cost Share Permit should be revised.

Upon receipt of an appeal, the ACHD Commission shall consider the appeal and make a decision within 30 days. The ACHD Commission's decision shall be communicated in writing to the Partnering Agency. The ACHD Commission's decision shall be final and non-appealable.

3109.10 Exception Requests

ACHD reserves the right to consider any exceptions to this Ordinance on a case-by-case basis and in accordance with ACHD rules and regulations and Idaho law. Exceptions may include, without limitation, any interim treatments and the eligibility of a feature (or portion thereof) as a Transportation Component as proposed by a Partnering Agency. Subject to the Appeal Process provided herein, any exceptions to this Ordinance shall require ACHD's Director or the Director's designee(s) approval granted in response to a written request from the Partnering Agency for a Exception request, identifying the specific provisions of this Ordinance from which the Partnering Agency requests an exception in connection with any Road Project, and any supporting documentation. The Exception request may be made in advance of submitting the Cost Share Application for the Road Project or simultaneously with the submission of the Cost Share Application.

3109.11 Severability/Conflict with Other Laws and/or ACHD Policies or Ordinances

The provisions of this Ordinance are hereby declared to be severable, and if any provision of this Ordinance or the application of the same to any Person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of the remaining portions of the Ordinance. In the event of any conflict between this Ordinance and any state or federal law, the applicable state or federal law shall control. In the event of any conflict between this Ordinance and any other ACHD policy or ordinance, this Ordinance shall control.


3109.12 Effective Date


This Ordinance shall be effective on September 2, 2011.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect from and after September 2, 2011, following its passage, approval and publication, as provided by Idaho Code Section, 40-1406.

ADOPTED BY THE ADA COUNTY HIGHWAY DISTRICT BOARD OF COMMISSIONERS THIS ____ day of August, 2011.

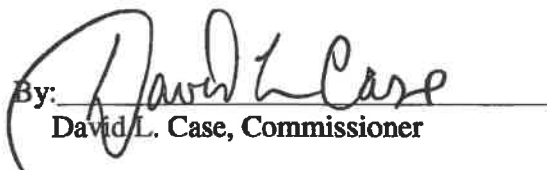
**ADA COUNTY HIGHWAY DISTRICT
BOARD OF COMMISSIONERS**

By: 
Rebecca W. Arnold, President

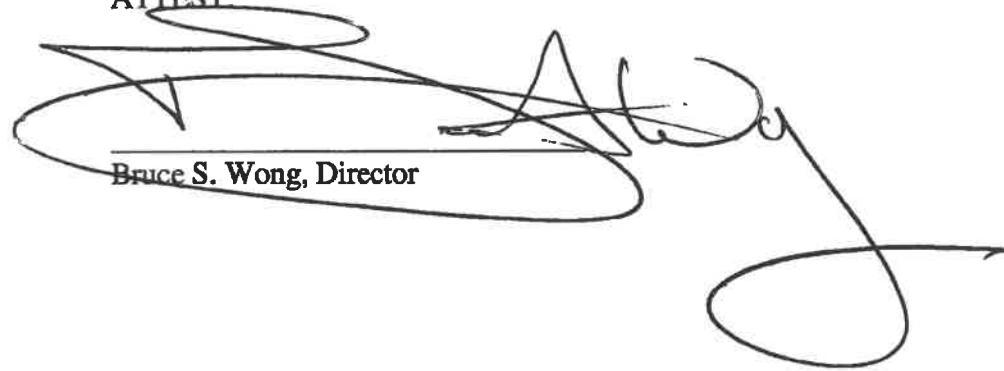
By: 
John S. Franden, Vice President

By: 
Carol A. McKee, Commissioner

By: 
Sara M. Baker, Commissioner

By: 
David L. Case, Commissioner

ATTEST:


Bruce S. Wong, Director

APPENDIX 1
COST-SHARE APPLICATION

See attached



**ADA COUNTY HIGHWAY DISTRICT
PARTNERING AGENCY
COST SHARE APPLICATION**

Important Notes:

- *Please refer to the Ada County Highway District Cost Share Ordinance No. 215, a copy of which is attached to this Cost Share Application. Capitalized terms that are not defined in this Cost Share Application have the meanings given to them in the Cost Share Ordinance.*
- *Applicants may submit attachments with this application with answers to questions requiring more space than is provided below.*
- *No application shall be deemed to have been approved unless and until ACHD issues a Cost Share Permit.*
- *Pursuant to the terms of the Cost Share Ordinance, ACHD will not approve any Cost Share Application that does not comply with the Cost Share Ordinance. Additional reasons for denial include, but are in no way limited to, considerations of economics, the impact on project costs, availability of ACHD staff and resources, anticipated project schedules, availability of land acquisitions, noncompliance with any issued Cost Share Permits or other permits or applicable law and the authority of ACHD and/or the Partnering Agency, or other feasibility issues. Applications that are not submitted timely in relation to ACHD's project schedule may be rejected.*

1. **Applicant Name.** Name of Partnering Agency

2. **Partnering Agency Contact.** Name of individual at the Partnering Agency to whom all correspondence and notifications with regard to this Cost Share Application should be directed

3. **Date.** Date of Application

4. **Prior Applications.** If this Cost Share Application relates to the same ACHD Road Project that is the subject of a prior Cost Share Application(s), please indicate the date(s) of the prior applications and attach them with this Application.

5. **Notice of Interest.** If the Partnering Agency has previously provided ACHD with notice of its interest to include Non-Transportation Components in the ACHD Road Project, please summarize the contents of that notice (including date(s)) and any relevant discussions and correspondence with ACHD.

6. **ACHD Road Project.** Identify the ACHD Road Project to which this Cost Share Application applies.

7. **Proposed Non-Transportation Components.** Describe the Non-Transportation Component(s) the Partnering Agency proposes by this Application to include in the ACHD Road Project. Include as much detail as is currently available regarding the design, location, and other information about the Non-Transportation Component(s). If any design or concept plans or drawings are available, attach them to this Application.

8. **Authority.** Summarize the authority and jurisdiction of the Partnering Agency, under applicable state, federal, and/or local law, over the Non-Transportation Components.

9. **Design.** Identify the party (ACHD or the Partnering Agency, or both) that will be responsible for the design of the proposed Non-Transportation Components. If both parties are responsible for part of the designs, please indicate, in detail, their respective responsibilities.

- a. If ACHD is responsible for the design of all or a part of the proposed Non-Transportation Components, provide information as to how and when the Partnering Agency will reimburse ACHD for those costs. (Costs shall be detailed in Item 10 below.)

- b. If the Partnering Agency is responsible for all or a part of the design of the proposed Non-Transportation Components, provide a deadline by which the Partnering Agency will submit the design to ACHD for approval: _____, 20___. Also, by submitting this Application, the Partnering Agency certifies the following:

i. All designs submitted by the Partnering Agency will comply with (i) established engineering standards, including the American Association of State Highway and Transportation Officials ("AASHTO") guidelines, (ii) the Cost-Share Ordinance, (iii) all adopted ACHD rules, regulations, and policies, and (iv) all state and federal laws.

ii. No designs shall be considered final until they are approved, in writing, by ACHD.

10. **Design Costs.** Pursuant to the Cost-Share Ordinance and applicable law, all Road Project design costs associated with the Non-Transportation Components are the responsibility of the Partnering Agency. In addition, any redesign costs of Transportation Components of a Road Project that are necessitated by the incorporation of Non-Transportation Components in the Road Project shall be paid by the Partnering Agency. In accordance with the foregoing, describe the applicable design costs and (if applicable) any redesign costs for which the Partnering Agency will be responsible. Include any credits applicable to the calculation. Also, if any federal funds are available for any Non-Transportation Components, please specify those funds and how they are to be allocated:

11. **Construction.** Identify the party (ACHD or the Partnering Agency, or both) will be responsible for the construction of the proposed Non-Transportation Components. If both parties are responsible for part of the construction, please indicate, in detail, their respective responsibilities.

a. If ACHD is responsible for all or a part of the construction of the proposed Non-Transportation Components, provide information as to how and when the Partnering Agency will reimburse ACHD for those costs. (Costs shall be detailed in Item 12 below.)

b. By submitting this Application, the Partnering Agency certifies that the Partnering Agency will not allow any liens to attach to any right-of-way, improvements, or other property of ACHD as a result of any labor performed or materials supplied in connection with the construction of the Non-Transportation Components.

By submitting this Application, the Partnering Agency certifies the following:

i. The Partnering Agency shall be responsible for obtaining all permits required by ACHD in connection with any construction of the Non-Transportation Components.

ii. The Partnering Agency will not allow any liens to attach to any right-of-way, improvements, or other property of ACHD as a result of any labor performed or materials supplied in connection with the construction of the Non-Transportation Components.

12. **Construction Costs.** Pursuant to the Cost-Share Ordinance and applicable law, all Road Project construction costs associated with the Non-Transportation Components are the responsibility of the Partnering Agency. In addition, any reconstruction costs of Transportation Components of a Road Project that are necessitated by the incorporation of Non-Transportation Components in the Road Project must be paid by the Partnering Agency. In accordance with the foregoing, describe the applicable construction costs and (if applicable) any reconstruction costs for which the Partnering Agency will be responsible, documenting any credits applicable to the calculation: :

13. **Maintenance.** Pursuant to the Cost-Share Ordinance and applicable law, by submitting this application, the Partnering Agency hereby certifies that it will be solely responsible for perpetually replacing, maintaining, and caring for the Non-Transportation Components pursuant to the terms of the Cost Share Permit. The Partnering Agency also certifies that if the Partnering Agency

fails to replace, maintain, and care for the Non-Transportation Components, ACHD shall have the following remedies in addition to any other recovery in law or in equity, provided that ACHD first gives the Partnering Agency thirty (30) days notice and the Partnering Agency fails to remedy such failure: (i) ACHD may revoke the Partnering Agency's Cost Share Permit for the Non-Transportation Components; (ii) ACHD may replace, maintain, and/or care for the Non-Transportation Components and the Partnering Agency shall reimburse ACHD fully for all associated costs; (iii) ACHD may remove, alter, redesign, or in the case of landscaping, Hardscape over the Non-Transportation Components, and the Partnering Agency shall reimburse ACHD fully for all associated costs, and (iv) ACHD may refuse to issue any further Cost Share Permits or any other permits for future ACHD Road Projects until the Partnering Agency complies with the conditions of the Cost Share Permit. In addition, in the event of an emergency caused by the Partnering Agency's failure to perform required maintenance, ACHD may immediately perform any and all emergency repairs or take other measures in connection with an emergency, and the Partnering Agency shall reimburse ACHD fully for all associated costs.

14. Acquisition of Real Property. Specify any real property that must be acquired to accommodate the inclusion of the Non-Transportation Components into the Road Project, and indicate how and when the Partnering Agency will acquire, pay for, or dedicate such real property. If the Partnering Agency is responsible for obtaining the real property, also indicate whether the real property will be deeded and/or dedicated to ACHD in connection with the Road Project. Please attach all relevant legal descriptions to this application, if available, or, if not available, a complete description and/or depiction of the real property.

15. Relocation of Utilities. Pursuant to the Cost-Share Ordinance and applicable law, by submitting this Application, the Partnering Agency hereby certifies that it will be solely responsible for the relocation, or the cost of the relocation, of any utilities required in connection with the placement, incorporation, or construction of the Non-Transportation Components. Describe the utilities that will or may need to be relocated in connection with the Road Project. Also, identify which party (ACHD or the Partnering Agency) will be responsible to relocate the utilities: (Please note that ACHD may require, as a condition of issuing any Cost-Share Permit, that the Partnering Agency shall be responsible for the relocation of any utilities.)

16. Effect on Stormwater Quality. Pursuant to the Cost-Share Ordinance and applicable law, by submitting this Application, the Partnering Agency hereby certifies that upon a determination by ACHD that the incorporation into the Road Project of the Partnering Agency's Non-Transportation Component(s) will have an adverse affect on stormwater quantity or quality, Partnering Agency shall be solely responsible for either mitigating or funding the mitigation of any such adverse effected in a means determined by or acceptable to ACHD.
17. Additional Certifications by Partnering Agency. By submitting this Cost Share Application, and upon its approval by ACHD, the Partnering Agency hereby certifies and agrees as follows:
- a. Indemnification. The Partnering Agency will protect, defend, indemnify, and hold ACHD and its officers, directors, employees, members, and agents harmless from and against any and all liability, suits, losses, damages, claims, actions, costs, and expenses of any nature, including court costs and attorney fees, arising from or out of any acts or omissions of the Partnering Agency, its agents, or contractors related to or in connection with the Non-Transportation Components, the representations and certifications set forth in this Cost Share Application, the terms of any issued and accepted Cost Share Permit, and the exercise of any privileges or performance of any obligations by the Partnering Agency upon the grant of approval of this application by ACHD.
 - b. Costs/Expenses. In the event of a Partnering Agency's failure to comply with the terms and certifications made in this Cost Share Application or any issued and accepted Cost Share Permit, the Partnering Agency shall be solely responsible for all costs, damages, expenses, including, without limitation, all attorney fees, incurred by ACHD.
 - c. Compliance with Law. In the event that any part of the obligations of the Partnering Agency or of ACHD in connection with the Road Project are determined to be illegal or unenforceable by a court of competent jurisdiction, the remaining obligations of the Partnering Agency set forth in this Cost Share Application shall still be applicable.
 - d. Adherence to Project Schedule. ACHD will, pursuant to the terms of any issued Cost Share Permit, provide a schedule for completion of the Non-Transportation Components. To the extent that the Partnering Agency is responsible for all or any part of the construction of the Non-Transportation Components, the Partnering Agency agrees to comply with the schedule set forth in the Cost Share Permit.
 - e. Revocation of Rights by ACHD. ACHD shall at all times have the right to (i) maintain, relocate, reconstruct, remove, or redesign any and all improvements that are part of the Road Project, in which case the Partnering Agency shall reimburse ACHD fully for all associated costs; (ii) revoke any Cost Share Permit granted to the Partnering Agency to access any Highway or Public Right-of-Way; and (iii) immediately perform any and all emergency repairs or take other measures in connection with an emergency, in which case, the Partnering Agency shall reimburse ACHD fully for all associated costs. ACHD shall use best efforts to provide the Partnering Agency with advance notice before taking any of these steps.

Signature/Certification of Applicant

The person signing below represents that he or she has the authority on behalf of the Partnering Agency to submit this Application and bind the Partnering Agency to the representations and certifications set forth herein.

Name: _____

Position: _____

Date: _____

APPENDIX 2

SUMMARY OF PROJECT COST RESPONSIBILITIES CHART

Note: In the event of any conflict between Appendix 2 and the language of the Ordinance, the language of the Ordinance shall control.

See attached

ITEM	ACHD COST	PARTNERING AGENCY
Design	Standard Design	Design of Amenities
Right-of-Way	Project specific design dimensions or Livable Street Design Guide basic street section if typology adopted by ACHD and jurisdiction in Master Street Map or ACHD Capital Improvement Plan - subject to Highway Necessity requirement.	Extra Right of Way (ROW) for amenities as outlined in Ordinance, including damages, buyouts and associated legal costs.
Through and Center Turn Lanes, Curb and Gutter, Utility Strip	Project specific design dimensions or Livable Street Design Guide dimensions if typology adopted by ACHD and jurisdiction in Master Street Map or ACHD Capital Improvements Plan – subject to Highway Necessity requirement.	None.
Medians	Demonstrated need for traffic safety & operations, with Hardscape – subject to Highway Necessity requirement.	Upgraded Hardscape or landscaping and irrigation if median is needed for traffic management. All ROW, construction, and maintenance if median is for aesthetics only.
Buffer Zone	As specified in the Livable Street Design Guide for the basic Pedestrian zone; 6' ROW if partnering agency chooses to landscape - subject to Highway Necessity requirement.	Landscape costs, construction and ROW in excess of 6'; perpetual maintenance of landscaping.
Bike Lanes	5' unless constrained in a built environment, then determined during project design – subject to Highway Necessity requirement.	Greater than 5' unless otherwise specified in an adopted ACHD plan - subject to Highway Necessity requirement.
Sidewalks	5' – subject to Highway Necessity requirement.	Greater than 5' unless otherwise specified in an adopted ACHD plan - subject to Highway Necessity requirement.
On-Street Parking	ROW, design, construction and maintenance on arterials, collectors, and local roads for ACHD Road Projects, subject to approved ACHD transportation plan and determined to be cost-effective, safe and appropriate.	Dedicated by the partnering agency or developer when required as a condition of development approval and determined to be cost-effective, safe and appropriate..
Illumination (lighting)	Primarily of benefit to motorists.	Energy and Maintenance costs, Pedestrian lighting.

EXHIBIT B

4821-8488-5483, v. 9

Item #	Order	Node	Improvement Name	Type	Item Description	Units	Unit Cost (\$)	Quantity	Cost per Item (\$)	Contingency	URD Share	URD Cost	Quarter/ Year	Trasnpo Item Percentage	Trasnpo Item Amount	
HB13	1	Horseshoe	Jennie Improvements	Infrastructure	Curb, Gutter & Sidewalk	LF	\$ 40	2,000	\$ 80,000	30%	100%	\$ 104,000	3	100%	\$ 104,000	
HB13	2	Horseshoe	Jennie Improvements	Infrastructure	Ex. Street Storm Drain (ACHD)	LF	\$ 90	1,000	\$ 90,000	30%	100%	\$ 117,000	3	100%	\$ 117,000	
HB16	3	Horseshoe	Utahna Improvements	Mobility	Curb, Gutter & Sidewalk	LF	\$ 40	2,800	\$ 112,000	30%	100%	\$ 145,600	Unfunded	100%	\$ 145,600	
HB16	4	Horseshoe	Utahna Improvements	Mobility	Ex. Street Storm Drain (ACHD)	LF	\$ 90	1,400	\$ 126,000	30%	100%	\$ 163,800	Unfunded	100%	\$ 163,800	
HB14	5	Horseshoe	Maymie Improvements	Mobility	Curb, Gutter & Sidewalk	LF	\$ 40	3,000	\$ 120,000	30%	100%	\$ 156,000	Unfunded	100%	\$ 156,000	
HB14	6	Horseshoe	Maymie Improvements	Mobility	Ex. Street Storm Drain (ACHD)	LF	\$ 90	1,500	\$ 135,000	30%	100%	\$ 175,500	Unfunded	100%	\$ 175,500	
HB10	7	Horseshoe	Claudia Improvements	Mobility	Curb, Gutter & Sidewalk	LF	\$ 40	3,000	\$ 120,000	30%	100%	\$ 156,000	4	100%	\$ 156,000	
HB10	8	Horseshoe	Claudia Improvements	Mobility	Ex. Street Storm Drain (ACHD)	LF	\$ 90	1,500	\$ 135,000	30%	100%	\$ 175,500	4	100%	\$ 175,500	
HB04	9	Horseshoe	State-Claudia cross access	Mobility	Minor New Local Street	LF	\$ 530	1,500	\$ 795,000	30%	100%	\$ 1,033,500	2027	100%	\$ 1,033,500	
HB04	10	Horseshoe	State-Claudia cross access	Mobility	Right-of-Way	SF	\$ 18	61,600	\$ 1,108,800	0%	100%	\$ 1,108,800	2027	100%	\$ 1,108,800	
HB03	11	Horseshoe	State Street Pathway	Mobility	12'-Wide Multi-Use Path	LF	\$ 192	8,800	\$ 1,689,600	30%	100%	\$ 2,196,480	Unfunded	100%	\$ 2,196,480	
HB03	12	Horseshoe	State Street ROW (Pathway & Buffer)	Mobility	Right-of-Way, 20' each side	SF	\$ 18	176,000	\$ 3,168,000	30%	100%	\$ 4,118,400	Unfunded	100%	\$ 4,118,400	
HB12	13	Horseshoe	Gardner Improvements	Mobility	Curb, Gutter & Sidewalk	LF	\$ 40	2,800	\$ 112,000	30%	100%	\$ 145,600	4	100%	\$ 145,600	
HB12	14	Horseshoe	Gardner Improvements	Mobility	Ex. Street Storm Drain (ACHD)	LF	\$ 90	1,400	\$ 126,000	30%	100%	\$ 163,800	4	100%	\$ 163,800	
HB15	15	Horseshoe	Maymie -Leighton Extension	Mobility	New Local Street	LF	\$ 530	970	\$ 514,100	30%	75%	\$ 501,248	4	100%	\$ 501,248	
HB15	16	Horseshoe	Maymie -Leighton Extension	Mobility	Right-of-Way	LS	\$ 150,000	1	\$ 150,000	0%	100%	\$ 150,000	4	100%	\$ 150,000	
HB11	17	Horseshoe	Claudia-Sloan Extension	Mobility	New Local Street	LF	\$ 530	1,170	\$ 620,100	30%	75%	\$ 604,598	2	100%	\$ 604,598	
HB11	18	Horseshoe	Claudia-Sloan Extension	Mobility	Right-of-Way	LS	\$ 150,000	1	\$ 150,000	0%	100%	\$ 150,000	2	100%	\$ 150,000	
HB09	19	Horseshoe	North Ulmer Ln Extension	Mobility	New Local Street	LF	\$ 530	620	\$ 328,600	30%	75%	\$ 320,385	2023	100%	\$ 320,385	
HB09	20	Horseshoe	State & Ulmer Signal	Mobility	Signalized Intersection	EA	\$ 1,000,000	1	\$ 1,000,000	30%	40%	\$ 520,000	2	100%	\$ 520,000	
HB07	21	Horseshoe	Duncan Lane	Mobility	Curb, Gutter & Sidewalk	LF	\$ 40	730	\$ 29,200	30%	50%	\$ 18,980	2025	100%	\$ 18,980	
HB07	22	Horseshoe	Duncan Lane	Mobility	Ex. Street Storm Drain (ACHD)	LF	\$ 90	730	\$ 65,700	30%	50%	\$ 42,705	2025	100%	\$ 42,705	
BG03	23	Bogart	State Street Pathway	Mobility	12'-Wide Multi-Use Path	LF	\$ 192	6,000	\$ 1,152,000	30%	100%	\$ 1,497,600	3	100%	\$ 1,497,600	
BG03	24	Bogart	State Street ROW (Pathway & Buffer)	Mobility	Right-of-Way, 20' each side	SF	\$ 18	120,000	\$ 2,160,000	30%	100%	\$ 2,808,000	3	100%	\$ 2,808,000	
BG10	25	Bogart	Waterlilly-Pocono New Street	Mobility	New Local Street	LF	\$ 530	1,350	\$ 715,500	30%	75%	\$ 697,613	2025	100%	\$ 697,613	
BG12	26	Bogart	Bogart Ln Improvements	Mobility	Curb, Gutter	LF	\$ 20	440	\$ 8,800	30%	75%	\$ 8,580	2027	100%	\$ 8,580	
BG12	27	Bogart	Bogart Ln Improvements	Mobility	Ex. Street Storm Drain (ACHD)	LF	\$ 90	440	\$ 39,600	30%	75%	\$ 38,610	2027	100%	\$ 38,610	
BG12	28	Bogart	Bogart Ln Improvements	Mobility	Multi-Use Pathway	I	\$ 160	440	\$ 70,400	30%	75%	\$ 68,640	2027	100%	\$ 68,640	
BG13	29	Bogart	Limelight Dr Improvements	Mobility	Curb, Gutter & Sidewalk	LF	\$ 40	620	\$ 24,800	30%	75%	\$ 24,180	2024	100%	\$ 24,180	
BG13	30	Bogart	Limelight Dr Improvements	Mobility	Ex. Street Storm Drain (ACHD)	LF	\$ 90	620	\$ 55,800	30%	75%	\$ 54,405	2024	100%	\$ 54,405	
BG11	31	Bogart	Roe St Improvements	Mobility	Curb, Gutter & Sidewalk	LF	\$ 40	1,110	\$ 44,400	30%	75%	\$ 43,290	2025	100%	\$ 43,290	
BG11	32	Bogart	Roe St Improvements	Mobility	Ex. Street Storm Drain (ACHD)	LF	\$ 90	1,110	\$ 99,900	30%	75%	\$ 97,403	2025	100%	\$ 97,403	
GW03	33	Glenwood	State Street Pathway	Mobility	12'-Wide Multi-Use Path	LF	\$ 192	10,000	\$ 1,920,000	30%	75%	\$ 1,872,000	3	100%	\$ 1,872,000	
GW03	34	Glenwood	State Street ROW (Pathway & Buffer)	Mobility	Right-of-Way, 20' each side	SF	\$ 18	130,000	\$ 2,340,000	30%	50%	\$ 1,521,000	3	100%	\$ 1,521,000	
GW10	35	Glenwood	Roe-Kensington Connection	Mobility	New Local Street	LF	\$ 530	1,330	\$ 704,900	30%	100%	\$ 916,370	Unfunded	100%	\$ 916,370	
GW10	36	Glenwood	Roe-Kensington Connection	Mobility	Right-of-Way	SF	\$ 18	67,800	\$ 1,220,400	0%	100%	\$ 1,220,400	Unfunded	100%	\$ 1,220,400	
GW07	37	Glenwood	Bunch Extension to State St	Mobility	New Local Street	LF	\$ 530	1,000	\$ 530,000	30%	100%	\$ 689,000	2	100%	\$ 689,000	
GW07	38	Glenwood	Bunch Extension to State St	Mobility	Right-of-Way	SF	\$ 18	50,000	\$ 900,000	0%	100%	\$ 900,000	2	100%	\$ 900,000	
PP03	39	Pierce Park	State Street Pathway	Mobility	12'-Wide Multi-Use Path	LF	\$ 192	9,520	\$ 1,827,840	30%	25%	\$ 594,048	3	100%	\$ 594,048	
PP10	40	Pierce Park	Bloom Extension	Mobility	New Local Street	LF	\$ 530	2,630	\$ 1,393,900	30%	75%	\$ 1,359,053	4	100%	\$ 1,359,053	
CL03	41	Collister	State Street Pathway	Mobility	12'-Wide Multi-Use Path	LF	\$ 192	13,000	\$ 2,496,000	30%	50%	\$ 1,622,400	4	100%	\$ 1,622,400	
CL12	42	Collister	Lake Harbor-Plantation Connection	Mobility	New Local Street	LF	\$ 530	700	\$ 371,000	30%	100%	\$ 482,300	Unfunded	100%	\$ 482,300	
CL12	43	Collister	Lake Harbor-Plantation Connection	Mobility	Right-of-Way	SF	\$ 18	24,140	\$ 434,520	0%	100%	\$ 434,520	Unfunded	100%	\$ 434,520	
CL11	44	Collister	Lake Harbor Ln. Reconstruction	Mobility	Private to Public Street Conversio	LF	\$ 530	770	\$ 408,100	30%	100%	\$ 530,530	Unfunded	100%	\$ 530,530	
CL11	45	Collister	Harbor Ln. Reconstruction	Mobility	Private to Public Street Conversio	LF	\$ 530	600	\$ 318,000	30%	100%	\$ 413,400	Unfunded	100%	\$ 413,400	
CL11	46	Collister	Marketplace Ln. Reconstruction	Mobility	Private to Public Street Conversio	LF	\$ 620	170	\$ 105,400	30%	100%	\$ 137,020	Unfunded	100%	\$ 137,020	
CL11	47	Collister	Private to Public Street Conversion	Mobility	Right-of-Way	SF	\$ 18	95,800	\$ 1,724,400	0%	50%	\$ 862,200	Unfunded	100%	\$ 862,200	
CL10	48	Collister	Sycamore Festival Street	Place Making	Festival Streets	LF	\$ 3,200	440	\$ 1,408,000	30%	100%	\$ 1,830,400	2	20%	\$ 366,080	
VPO3	49	Veterans	State Street Pathway	Mobility	12'-Wide Multi-Use Path	LF	\$ 192	7,610	\$ 1,461,120	30%	50%	\$ 949,728	4	100%	\$ 949,728	
VPO5	50	Veterans	Sunset Ave Festival Street	Place Making	Festival Streets	LF	\$ 3,200	360	\$ 1,152,000	30%	100%	\$ 1,497,600	2	20%	\$ 299,520	
WW03	51	WWPB	State Street Pathway	Mobility	12'-Wide Multi-Use Path	LF	\$ 192	6,780	\$ 1,301,760	30%	50%	\$ 846,144	3	100%	\$ 846,144	
WW13	52	WWPB	Clithero Extension (ITD Campus)	Mobility	New Local Street	LF	\$ 530	1,130	\$ 598,900	30%	75%	\$ 583,928	3	100%	\$ 583,928	
WW12	53	WWPB	33rd Street (ITD Campus)	Mobility	New Local Street	LF	\$ 530	1,400	\$ 742,000	30%	75%	\$ 723,450	3	100%	\$ 723,450	
WW10	54	WWPB	32nd Street (ITD Campus)	Mobility	New Local Street	LF	\$ 530	1,700	\$ 901,000	30%	75%	\$ 878,475	3	100%	\$ 878,475	
WW11	55	WWPB	Jordan Street (ITD Campus)	Mobility	New Local Street	LF	\$ 530	930	\$ 492,900	30%	75%	\$ 480,578	3	100%	\$ 480,578	
WW06	56	WWPB	Davis Festival Street, WWPB - 30th	Place Making	Festival Streets	LF	\$ 3,200	1,000	\$ 3,200,000	30%	100%	\$ 4,160,000	4	20%	\$ 832,000	
WW07	57	WWPB	Davis & Cross Streets 27th - WWPB	Mobility	Curb, Gutter & Sidewalk	LF	\$ 40	4,000	\$ 160,000	30%	100%	\$ 208,000	3	100%	\$ 208,000	
WW07	58	WWPB	Davis & Cross Streets 27th - WWPB	Mobility	Ex. Street Storm Drain (ACHD)	LF	\$ 90	2,000	\$ 180,000	30%	100%	\$ 234,000	3	100%	\$ 234,000	
									\$ 11,597,680				\$ 12,392,302			\$ 34,226,658



AGENDA BILL

Agenda Subject: Amendment No. 1 to Task Order 19-002 with Kittelson & Associates, Inc. for Professional Design Services for the 8 th Street Improvements Project, State to Franklin		Date: July 11, 2022
Staff Contact: Zach Piepmeyer, P.E. Project Manager	Attachments: 1) Resolution 1774 2) Task Order 19-002 Amendment No. 1	
Action Requested: Approve Amendment No. 1 to Task Order 19-002 with Kittelson & Associates, Inc. for Professional Design Services for the 8 th Street Improvements Project, State Street to Franklin Street.		

Fiscal Notes:

The Task Order 19-002 total not-to-exceed amount of \$94,870 is amended by Resolution 1774 to the amount of \$113,030. The project’s FY2022 approved budget is sufficient to fund the amended task order.

Background:

The Kittelson & Associates, Inc. (KAI) team was selected for professional design services for the 8th Street Improvements project through a competitive selection process, and in July 2021, CCDC initiated Task Order 19-002 with KAI for initial design work, public outreach and concept alternatives analysis. KAI has completed the approved scope of work included with Task Order 19-002, which culminated in a presentation to the Ada County Highway District (ACHD) Commission for adoption of a preferred alternative. The ACHD Commission has twice deferred a decision on a preferred alternative and is requiring additional concept work and stakeholder outreach prior to making a formal decision on a preferred alternative to be carried forward to final design and construction.

KAI is ready to complete the requested additional services and has prepared the attached amendment detailing specific work and associated design fees. Agency staff and KAI negotiated the scope of work and proposed fees that is included in the amended task order. Due to the amended task order’s fee amount exceeding the Executive Director’s independent spending authority, staff is requesting board approval of the proposed amendment.

Staff Recommendation:

Staff recommends that the Agency's Board find it in the best interest of the public and the Agency to approve Amendment No. 1 to Task Order 19-002 with Kittelson & Associates, Inc. for Professional Design Services for the 8th Street Improvements Project, State to Franklin

Suggested Motion:

I move to adopt Resolution 1774 approving Amendment No. 1 to Task Order 19-002 with Kittelson & Associates, Inc. for Professional Design Services for the 8th Street Improvements Project, State to Franklin

RESOLUTION NO. 1774

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING TASK ORDER 19-002 AMENDMENT 1 WITH KITTELSON & ASSOCIATES, INC. FOR THE 8TH STREET IMPROVEMENTS PROJECT, STATE STREET TO FRANKLIN STREET; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE TASK ORDER 19-002 AMENDMENT 1; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION INCLUDING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), 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, in May 2021 the Agency used an RFQ process to select Kittelson & Associates, Inc. to provide public outreach, concept design alternatives, final design of preferred alternative and construction services (the "Professional Design Services") for the Agency's planned 8th Street Improvements Project, State Street to Franklin Street; and,

WHEREAS, on July 9, 2021, the Agency Executive Director executed Task Order 19-002 with Kittelson & Associates, Inc. for the Professional Design Services on the 8th Street Improvements Project, State Street to Franklin Street, for an hourly not-to-exceed amount of \$94,870; and,

WHEREAS, Kittelson & Associates, Inc., has been working steadily with the Agency, Ada County Highway District (ACHD), and community partners to select the preferred alternative for the 8th Street Improvements between State Street and Franklin Street; and,

WHEREAS, upon review of the concept design alternatives and Agency and City recommendation on a preferred alternative, ACHD directed the Agency to conduct additional concept work and property owner outreach, and

WHEREAS, the Agency and Kittelson & Associates, Inc. desire to amend Task Order 19-002 at this time with the execution of Amendment 1, attached hereto as Exhibit A, in order to incorporate the desired changes to the scope of work the Agency required of Kittelson & Associates, Inc., including: developing additional concept alternatives, conducting additional concept analyses, conducting additional public and property owner outreach, partner agency stakeholder coordination, and ACHD Commission meeting preparation and presentation; and,

WHEREAS, the Agency Board finds it in the best public interest to approve Amendment 1 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 Kittelson & Associates, Inc. Task Order 19-002 Amendment 1, which is attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to execute Task Order 19-002 Amendment 1 for the additional amount of EIGHTEEN THOUSAND ONE HUNDRED SIXTY DOLLARS (\$18,160), for a new Task Order total amount of \$113,030; further, that the Agency Executive Director is hereby authorized to execute all necessary documents required to implement Task Order 19-002 Amendment 1, subject to representation by Agency legal counsel that all necessary conditions have occurred.

Section 4: That the Agency Executive Director is hereby authorized to expend funds for the professional services as detailed in Task Order 19-002 Amendment 1.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on July 11, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on July 11, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST: By: _____
Dana Zuckerman, Chair

By: _____
Lauren McLean, Secretary



KITTELSON & ASSOCIATES, INC.
2019-2024 ON CALL PROFESSIONAL SERVICES AGREEMENT

**TASK ORDER 19-002
AMENDMENT No. 1**

CONSULTANT: Please use the Project Name and PO# 210075 on all project-related invoices.

PROJECT NAME: **8th Street Improvements, State to Franklin**

ORIGINAL TASK ORDER DATE: July 9, 2021

Original Task Order Amount: \$94,870

Amendment No. 1 Amount: \$18,160

New Task Order Amount: \$113,030

TASK ORDER AMENDMENT No. 1 DATE: _____

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

- SECTION 3. SERVICES TO BE PERFORMED (“Scope of Services”)**
In addition to the Scope of Services outlined in Task Order #19-002, CCDC desires CONSULTANT to conduct additional concept work and property owner outreach as part of the project approval process as described in CONSULTANT’s proposal dated June 30, 2022, attached hereto as Exhibit A.
- SECTION 5. PAYMENT**
By this Amendment No. 1, CCDC is approving an increase of EIGHTEEN THOUSAND ONE HUNDRED SIXTY DOLLARS (\$18,160) for a new Task Order total amount of One Hundred Thirteen Thousand Thirty Dollars (\$113,030).
- SECTION 6. SCHEDULE**
CCDC desires to extend the due date on this Task Order until December 31, 2022 to correspond with the extended approval process.

4. **SECTION 7. DELIVERABLES / COPIES OF PRODUCTS**
CONSULTANT shall provide CCDC with the additional work products and services as described in Section 1 above.

5. **SECTION 8. ANTI-BOYCOTT AGAINST ISRAEL**
By this Amendment No. 1, Task Order 19-002 is amended to include the following condition: In accordance with Idaho Code Section 67-2346, CONSULTANT, by entering into this Task Order 19-002, 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.

6. **CONTRACT TERMS**
Terms of the 2019-2024 On-Call Professional Services Agreement executed by CCDC and CONSULTANT shall apply to the services performed and work products created under this Amendment No. 1.

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

Signatures appear on next page.

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

CAPITAL CITY DEVELOPMENT CORP.

**CONSULTANT
KITTELSON & ASSOCIATES**

John Brunelle, Executive Director



John Ringert, Principal

Date: _____

Date: 6/30/22

EXHIBITS:

A: Consultant's proposal June 30, 2022

Budget Info / For Office Use	
Fund/District	303
Account	6250
Activity Code	21009
PO #	210075
Completion Date	December 31, 2022

8TH STREET IMPROVEMENTS, STATE TO FRANKLIN – AMENDMENT #1 SCOPE OF WORK

This amendment includes additional work to complete Phase 1 (Concept Design), including evaluating additional concepts, completing additional outreach, and continued ACHD Commission adoption support. This amendment includes the following additional work.

TASK 0 – PROJECT MANAGEMENT

Task 0.2 – Project Updates

- The Kittelson project manager, and other project team staff, as necessary, will lead bi-weekly meetings (via virtual meeting) with the CCDC project manager to provide updates on project progress and discuss next steps. We will prepare an e-mail summary of key decisions and actions after each meeting, as necessary. These will occur for up to an additional four months.

Task 0.3 – Monthly Invoices and Progress Reports

- Kittelson will provide monthly invoices and progress reports to CCDC for an additional four months.

Task 0 Kittelson Deliverables

- Bi-weekly check-in meetings (up to six)
- Monthly invoices and progress reports (up to four)

TASK 2 – CONCEPT DEVELOPMENT AND EVALUATION

Task 2.8 – Develop & Evaluate Alternatives

- Kittelson will develop & document up to five additional alternative concepts. It assumed that the concepts evaluated will be the same as for the ACHD section from Franklin Street to Union Street.

- Documentation may include cross-section graphics and maps with callouts for proposed treatments
- Anticipated concepts include:
 - A multi-use path on 8th Street (multiple alignments possible)
 - A two-way cycle track on 8th Street (multiple alignments possible)
 - Modifications to the existing Concept A (or B), such as expanded buffer space or pull-out space (multiple options possible)
- Kittelson will evaluate each of the five concepts according to:
 - Metrics used for the previous concepts (i.e., parking spaces lost, traffic operations impacts, bicycle LTS, and pedestrian LTS)
 - All analyses will be completed using existing and readily accessible data. No new data will be collected.
 - Analyses will not be expanded beyond the original study area.
 - Qualitative benefits and considerations related to public and stakeholder feedback received, network connectivity, and impacts to adjacent land-uses.
 - Traffic operations effects at the 8th St/State St intersection (assumed to include evaluating one crossing alternative during the weekday a.m. and p.m. peak hours)
- Kittelson will document the results of this task in a draft memorandum (Technical Memorandum #2A).
- Kittelson will review the results of this task with CCDC staff and revise the memorandum once based on feedback from CCDC staff.

Task 2.9 – Additional Meetings and Adoption Support

- Kittelson will attend up to four additional stakeholder meetings. It is assumed that CCDC will also attend and schedule the meetings.
- Kittelson will prepare an online survey that will include a Storymap and survey that present the additional alternatives to the public using the materials prepared for the above tasks. The survey will be available for two weeks.
 - It is assumed that the same online survey will be used for the CCDC and ACHD portions of the project.
 - Kittelson will prepare a summary of the comments received
 - Kittelson will attend one meeting with CCDC staff to review the results of the survey and stakeholder meetings
- Kittelson will assist CCDC in the adoption process, including:

- Preparing slides and talking points, as requested by CCDC staff
- Attending one ACHD Adoption Work Session and one ACHD Adoption Hearing
- Kittelson will revise Technical Memorandum #2 one additional time to reflect the outcome of the ACHD Adoption Hearing

Task 2 Kittelson Deliverables

- Draft and Final Technical Memorandum #2A – Additional Concepts
- PowerPoint presentation for, and attendance at, two ACHD Commission meetings
- Online open house and survey
- Materials for, attendance at, and notes from up to two stakeholder small group meetings

Project Budget Form

Project Name: 8th Street , State to Franklin - Amendment 1
 Project Manager: NMF
 KAI Project Number: 23898.005
 Date: Jun 17, 2022

LABOR ESTIMATE - 8th Street , State to Franklin - Amendment 1

Task	Notes	Staff	Reed, Evan	Foster, Nick	Steyn, Hermanus	Grosso, Rachel	Rhyne, Steven	Cooper, Makenzie	Mantsch, Sam	WORK TASK/ TASK HOURS	WORK TASK/ TASK COST
			JER	NMF	HJS	REG	SJR	MMC	SXM		
000	Project Management										
	0.2 Project Updates		1	3						4	\$860
	0.3 Monthly Invoices and Progress Reports			1						1	\$215
	Reimbursable Expense										\$0
	Task #000 - Subtotal		1	4	0	0	0	0	0	5	\$1,075
002	Concept Development and Evaluation										
	2.8 Develop & Evaluate Alternatives		2	14					48	64	\$9,680
	2.9 Additional Meetings and Adoption Support		1	22			4		14	41	\$7,405
	Reimbursable Expense										\$0
	Task #002 - Subtotal		3	36	0	0	4	0	62	105	\$17,085
SUB	Subconsultant Fees										
	Jensen Belts Associates									0	\$0
	Quadrant Consulting									0	\$0
	Musgrove Engineering									0	\$0
	Reimbursable Expense										\$0
	Subconsultant Task #SUB - Subtotal		0	0	0	0	0	0	0	0	\$0
TOTAL HOURS			4	40	0	0	4	0	62	0	
LABOR RATE			\$215.00	\$215.00	\$270.00	\$150.00	\$160.00	\$115.00	\$130.00		
LABOR COST			\$860	\$8,600	\$0	\$0	\$640	\$0	\$8,060		
										TOTAL HOURS	TOTAL LABOR
										110	\$18,160

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

TOTAL REIMBURSABLES	\$0
TOTAL KAI FEES	\$18,160
TOTAL SUB FEES	\$0
TOTAL AMENDMENT BUDGET	\$18,160
PREVIOUS AUTHORIZED BUDGET	\$94,870
TOTAL PROJECT BUDGET	\$113,030



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V.
ACTION
ITEMS



AGENDA BILL

Agenda Subject: CONSIDER: Approve Resolution 1778 - Block 68 Catalytic Redevelopment Project Land Exchange Agreement with the YMCA	Date: July 11, 2022
Staff Contact: Doug Woodruff, Development Director Alexandra Monjar, Project Manager	Attachments: 1) Resolution 1778 2) Real Property Exchange Agreement
Action: Adopt Resolution 1778 to authorize the Agency Executive Director to execute the Real Property Exchange Agreement with The Young Men’s Christian Association of Boise City (the “YMCA”).	

Background:

The Agency offered two properties – 421 North 10th Street and 1010 West Jefferson along with participation in public infrastructure and an offer to purchase parking for a ParkBOI operated mobility hub – to the private market through a competitive Request for Proposals (RFP) with the intent to catalyze development of housing, improve downtown mobility infrastructure, and spur economic development in the Westside District. The Agency received three (3) proposals by its August 19 submission deadline.

On December 13, 2021, the Board of Commissioners approved Resolution 1736 selecting the proposal from the Development Team comprised of Edlen & Company, deChase Miksis, Elton Companies, and YMCA as the most responsive and best qualified for development of the site and directing the Agency staff to enter an Agreement to Negotiate Exclusively (ANE) with that development team. The Board approved the ANE with Block 68 Development LLC – an Idaho limited liability company formed by the development team – on March 14, 2022 with a term of 180 days.

The Agency and Developer are continuing good faith negotiations on two Disposition and Development Agreements – one for each project in Phase 1 of the overall proposal submitted by the Developer in response to the Agency’s RFP. Phase 1 is the portion of the master plan that will involve CCDC’s participation with land discount and contribution of \$10 million towards the purchase of public parking for vehicles and bikes. The two projects in Phase 1 are the Mixed Use Housing & Mobility Hub Project on 1010 W. Jefferson Street, and the Workforce Housing Project involving the exchange of 421 N. 10th Street for YMCA parcels on Block 69 North. The land exchange facilitates the development of Block 69 North into the Workforce Housing Project, fulfilling requirements of CCDC’s RFP, and facilitates the future development of a new YMCA facility included in the overall proposal submitted by the Developer and subject to a separate arrangement between the YMCA and Developer (not involving CCDC). This proposed land exchange is the first step towards executing the planned DDAs.

Since approval of the ANE, the Agency obtained updated appraisals of fair market value for its parcels and the YMCA/Developer obtained appraisals of the fair market value for its property involved in the master planned development. The parcels involved in the land exchange are:

Agency-owned parcel R1013004583 addressed at 421 N. 10th Street, Boise, Idaho 83702 and YMCA-owned parcels R1013004640 and R1013004651 addressed at 1111 W. State Street and 419 N. 11th Street Boise, Idaho 83702, respectively. The Agency-owned parcel is valued “As Is” at \$3,125,000 and the YMCA-owned parcels are valued at a total of \$4,461,000. To establish equal exchange value, the Agency will additionally contribute cash of \$1,336,000 to the YMCA at closing.

The Real Property Exchange Agreement was approved by the YMCA Board at its meeting on July 6, 2022. It stipulates that transaction will occur simultaneously with the closing of other properties involved in Phase 1 of the Developer’s proposal, particularly with the Developer’s acquisition of the remaining YMCA-owned parcel on Block 69 North, R1013004631 addressed at 1177 W. State Street Boise, Idaho 83702. Once the Developer has met the conditions of the DDAs to be executed this fall, the sequence of transactions at closing for properties involved in the development of the Workforce Housing Project will occur contemporaneously as follows:

- 1) Developer has met all conditions of closing including obtaining project financing and having prepared approved Construction Documents for the Workforce Housing Project on Block 69 North, and places adequate funds to purchase all three parcels on Block 69 North in escrow.
- 2) CCDC and YMCA land exchange transacts. YMCA now owns 421 N. 10th Street and CCDC now owns 1111 W. State Street and 419 N. 11th Street.
- 3) Developer purchases 1177 W. State Street from YMCA and 1111 W. State Street and 419 N. 11th Street from CCDC.
- 4) Developer consolidates parcels for the development of the Workforce Housing Project.

If negotiations with the Developer do not result in a viable project on Block 69 North, the Land Exchange between the YMCA and CCDC will not transact and the agreement will cease.

Fiscal Notes:

CCDC will contribute \$1,336,000 cash to the YMCA to transact the land exchange at the time of Closing for the Workforce Housing Project DDA. Developer will immediately purchase the Agency’s acquired parcels on Block 69 North for \$4,461,000. Any land value reimbursement issued to the Developer upon completion of the Workforce Housing Project, which will be determined by a Reuse Appraisal during the period of the DDA, will be limited to the value of 421 N. 10th Street, \$3,125,000, which is the parcel originally offered for disposition in the RFP. This maintains CCDC’s initial offering of participation.

Additional costs for legal counsel and closing costs including title insurance and escrow fees are anticipated which the Agency has budgeted sufficient funds to cover.

Staff Recommendation:

Staff recommends the Agency Board adopt Resolution 1778.

Suggested Motion:
Adopt Resolution 1778 authorizing the Executive Director to execute the Real Property Exchange Agreement with the Young Men’s Christian Association of Boise City.

RESOLUTION NO. 1778

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 REAL PROPERTY EXCHANGE AGREEMENT WITH THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, CONCERNING THE DISPOSITION OF REAL PROPERTY PURSUANT TO IDAHO CODE § 50-2011 AND THAT CERTAIN JOINT PROPOSAL FOR THE DISPOSITION OF 421 N. 10TH STREET; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AUTHORIZING THE APPROPRIATION OF FUNDS PURSUANT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho ("City"), after notice duly published, conducted a public hearing on the Urban Renewal Plan, Westside Downtown Urban Renewal Project (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 for the jurisdictional area of the Westside Plan Revenue Allocation Area; 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 (the "First Amendment"), which amendment added area to the Westside Plan Revenue Allocation Area, and following said public hearing, the City adopted its Ordinance No. 45-20 on December 1, 2020, approving the First Amendment and making certain findings. The Westside Plan Revenue Allocation Area, as amended, may be referred to herein as the "Project Area;" and,

WHEREAS, in order to achieve the objectives of the Westside Plan, Agency is authorized to acquire real property for the revitalization of areas within the Project Area's boundaries; and,

WHEREAS, Agency owns certain real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583), and real property addressed as 1010 West Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) (collectively, the "Agency Parcels"); and,

WHEREAS, in accordance with Idaho Code Section 50-2011 Disposal of Property in Urban Renewal Area, the Agency issued a Request for Proposals ("RFP") on May 17, 2021, seeking to initiate a catalytic redevelopment project to revitalize the Project Area in compliance with the Plan through redevelopment of the Agency Parcels which could also serve as a catalyst for redevelopment of other properties in the vicinity; and,

WHEREAS, following the publication of the RFP in the Idaho Statesman newspaper, and review of the responses, Agency staff ranked the joint proposal from Edlen & Company, deChase Miksis, Elton Companies, and YMCA first (the “Joint Proposal”); and,

WHEREAS, at a public meeting on December 13, 2021, the Agency Board discussed the proposals and thereafter met with consensus regarding the proposed rankings and selected the Joint Proposal; and,

WHEREAS, the Joint Proposal contemplated development beyond the Agency Parcels on Block 68, and seeks to develop certain real property addressed as 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631), 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 N. 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651), which parcels are currently owned by the YMCA. The three YMCA parcels are located along the State Street corridor in an area referred to as “Block 69 N.” (the “YMCA Parcels”); and,

WHEREAS, the Joint Proposal further contemplated the exchange of the Agency-owned real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) for all or a portion of the YMCA Parcels to further support the development on Block 69 N. of a 220 unit, 7-story mid-rise building, including active ground-floor retail, parking, and workforce housing units, which unit mix shall be at or more affordable than i) 25 units at or below 80% AMI, ii) 130 units at or below 120% AMI, and iii) 65 market-rate units (the “Workforce Housing Project”); and,

WHEREAS, a separate entity has been formed to undertake the development contemplated in the Joint Proposal, specifically Block 68 Development LLC, an Idaho limited liability company (the “Developer”); and,

WHEREAS, Agency and Developer are currently negotiating the terms of a disposition and development agreement for each of the Agency Parcels, which for disposition of 421 N. 10th Street, is contemplated to include all or a portion of Block 69 N. obtained pursuant to the Exchange (defined below) and, thus, comply with the required notice provisions concerning the disposition of property by Agency as set forth in Idaho Code Section 50-2011; and,

WHEREAS, the Agency parcel subject to the Exchange is approximately 0.39 acre of real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) in Ada County, Idaho (the “Agency Exchange Property”); and,

WHEREAS, YMCA owns approximately 0.551 acres of real property addressed as 1111 West State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 North 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651) in Ada County, Idaho (the “YMCA Exchange Property”); and,

WHEREAS, to determine value, the Agency Exchange Property and the YMCA Exchange Property were appraised by Langston & Associates, Inc.; and,

WHEREAS, the Agency desires to exchange its Agency Exchange Property for the YMCA Exchange Property, and YMCA desires to exchange its YMCA Exchange Property for the Agency Exchange Property (together, the “Exchange”) to further implement the goals of the Joint Proposal; and,

WHEREAS, the authority of the Agency to convey the Agency Exchange Property pursuant to the Exchange and the Real Property Exchange Agreement complies with Idaho Code § 50-2011 as the disposition of the Agency Exchange Property is made pursuant to a competitive selection process initiated by the Agency's issuance of the RFP and by the Agency's selection of the Joint Proposal, which included the disposition by exchange of the Agency Exchange Parcel with the YMCA Exchange Parcel, and therefore, the Exchange is not deemed a separate and distinct conveyance, but rather part of the disposition of 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to effectuate the development contemplated in the Joint Proposal; and,

WHEREAS, the YMCA Exchange Property's fair market value is greater than the Agency Exchange Property, and therefore, the Agency intends to exchange the Agency Exchange Property, plus additional funds in the amount of One Million Three Hundred Thirty-Six Thousand and 00/100 Dollars (\$1,336,000.00) so that the Exchange value will be equal; and,

WHEREAS, the Agency and YMCA representatives have negotiated a Real Property Exchange Agreement, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, wherein the Agency and YMCA have agreed to the terms of the Exchange as contemplated in the Joint Proposal; and,

WHEREAS, the Agency has sufficient funds to effectuate this transaction; and,

WHEREAS, the Agency Board finds it to be in the best public interest to approve the Real Property Exchange 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 Real Property Exchange Agreement between the YMCA and the Agency, 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 Real Property Exchange Agreement and to execute all necessary documents required to implement the actions contemplated by the Real Property Exchange Agreement, including the documents necessary to appropriate and tender ONE MILLION THREE HUNDRED THIRTY-SIX THOUSAND DOLLARS (\$1,336,000), 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 July 11, 2022, Agency Board meeting.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on July 11, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on July 11, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST:

By: _____
Dana Zuckerman, Chair

By: _____
Lauren McLean, Secretary

REAL PROPERTY EXCHANGE AGREEMENT

This Real Property Exchange Agreement (this “Agreement”) is entered into by and between The Urban Renewal Agency of Boise City, also known as Capital City Development Corporation, an independent public body, corporate and politic (the “Agency”), organized pursuant to the Idaho Urban Renewal Law of 1965, title 50, chapter 20, Idaho Code, as amended (the “Law”), and undertaking projects under the authority of the Law and the Local Economic Development Act, title 50, chapter 29, Idaho Code, as amended (the “Act”), and The Young Men’s Christian Association of Boise City, Idaho, an Idaho non-profit corporation (the “YMCA”), and effective as of the date this Agreement is last signed by either of the parties (the “Effective Date”). Agency and the YMCA may each individually be referred to as a “party” or collectively as the “parties” as appropriate under the circumstances.

I. BACKGROUND

A. Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of the Law and the Act.

B. The City Council of the City of Boise City, Idaho ("City"), after notice duly published, conducted a public hearing on the Urban Renewal Plan, Westside Downtown Urban Renewal Project (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 for the jurisdictional area of the Westside Plan Revenue Allocation Area.

C. The City, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan, Westside Downtown Urban Renewal Project (the “First Amendment”), which amendment added area to the Westside Plan Revenue Allocation Area, and following said public hearing, the City adopted its Ordinance No. 45-20 on December 1, 2020, approving the First Amendment and making certain findings. The Westside Plan Revenue Allocation Area, as amended, may be referred to herein as the “Project Area.”

D. In order to achieve the objectives of the Westside Plan, Agency is authorized to acquire real property for the revitalization of areas within the Project Area's boundaries.

E. Agency owns certain real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583), and real property addressed as 1010 West Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) (collectively, the “Agency Parcels”).

F. In accordance with Idaho Code Section 50-2011 Disposal of Property in Urban Renewal Area, the Agency issued a Request for Proposals (“RFP”) on May 17, 2021, seeking to initiate a catalytic redevelopment project to revitalize the Project Area in compliance with the Plan through redevelopment of the Agency Parcels which could also serve as a catalyst for redevelopment of other properties in the vicinity.

G. Following the publication of the RFP in the Idaho Statesman newspaper on May 17, May 24, May 31, and June 7, 2021. Agency received three (3) proposals for development of the Agency Parcels by the August 19, 2021, RFP deadline.

H. A review committee including Agency staff and three (3) Commissioners analyzed the proposals, interviewed the development team and provided findings of fact and comments to Agency staff sufficient for Agency staff to prepare a ranking of the proposals for Agency Board consideration.

I. Agency staff ranked the joint proposal from Edlen & Company, deChase Miksis, Elton Companies, and YMCA first (the “Joint Proposal”).

J. At a public meeting on December 13, 2021, the Agency Board discussed the proposals and thereafter met with consensus regarding the proposed rankings and selected the Joint Proposal.

K. The Joint Proposal contemplated development beyond the Agency Parcels on Block 68, and seeks to develop certain real property addressed as 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631), 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 N. 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651), which parcels are currently owned by the YMCA. The three YMCA parcels are located along the State Street corridor in an area referred to as “Block 69 N.” (the “YMCA Parcels”).

L. The Joint Proposal further contemplated the exchange of the Agency-owned real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) for all or a portion of the YMCA Parcels to further support the development on Block 69 N. of a 220 unit, 7-story mid-rise building, including active ground-floor retail, parking, and affordable and/or workforce housing units, which unit mix shall be at or more affordable than i) 25 units at or below 80% AMI, ii) 130 units at or below 120% AMI, and iii) 65 market-rate units (the “Workforce Housing Project”).

M. A separate entity has been formed to undertake the development contemplated in the Joint Proposal, specifically Block 68 Development LLC, an Idaho limited liability company (the “Developer”).

N. Agency and Developer intend to pursue negotiations of a disposition and development agreement for each of the Agency Parcels, which for disposition of 421 N. 10th Street, is contemplated to include all or a portion of Block 69 N. obtained pursuant to the Exchange (defined below) and, thus, comply with the required notice provisions concerning the disposition of property by Agency as set forth in Idaho Code Section 50-2011.

O. Upon a determination by the Agency Board that the Agency’s best interests are served by exchanging the real property as contemplated in the Joint Proposal, the Agency Board may authorize an exchange for real property of equal value.

P. The Agency is the owner of approximately 0.39 acre of real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) in Ada County, Idaho, and specifically described and shown on **Exhibit A**, attached hereto and incorporated by reference (the “Agency Exchange Property”).

Q. YMCA owns approximately 0.551 acres of real property addressed as 1111 West State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 North 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651) in Ada County, Idaho, specifically described in **Exhibit B** and as shown on **Exhibit A**, attached hereto and incorporated by reference (the “YMCA Exchange Property”).

R. To determine value, the Agency Exchange Property and the YMCA Exchange Property were appraised by Langston & Associates, Inc.

S. The Agency desires to exchange its Agency Exchange Property for the YMCA Exchange Property, and YMCA desires to exchange its YMCA Exchange Property for the Agency Exchange Property (together, the “Exchange”).

T. The authority of the Agency to convey the Agency Exchange Property pursuant to the Exchange and this Agreement complies with Idaho Code Section 50-2011 as the disposition of the Agency Exchange Property is made pursuant to a competitive selection process initiated by the Agency’s issuance of the RFP and by the Agency’s selection of the Joint Proposal, which included the disposition by exchange of the Agency Exchange Parcel with the YMCA Exchange Parcel, and therefore, the Exchange is not deemed a separate and distinct conveyance, but rather part of the disposition of 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to effectuate the development contemplated in the Joint Proposal.

U. The parties agree the YMCA Exchange Property’s fair market value is greater than the Agency Exchange Property, and therefore, the Agency intends to exchange the Agency Exchange Property, plus additional funds so that the Exchange value will be equal.

V. The Agency and YMCA desire to accomplish the Exchange, subject to the terms and conditions set forth below. After the closing of the Exchange, the Agency will be the owner in fee simple of the YMCA Exchange Property, and YMCA will be the owner in fee simple of the Agency Exchange Property.

W. Contemporaneous with the closing of the Exchange, or immediately following, it is expected (i) the YMCA will convey 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631) to the Developer (the “1177 W. State Conveyance”); and (ii) the Agency will dispose of the YMCA Exchange Property to the Developer pursuant to the terms and conditions of the executed disposition and development agreement by and between the Agency and the Developer for the development of the Workforce Housing Project (the “Block 69 North Workforce Housing Development Project DDA”).

X. Failure to close and convey title pursuant to the terms and conditions of the 1177 W. State Conveyance or the Block 69 North Workforce Housing Development Project DDA will result in a termination of this Agreement.

II. AGREEMENT

NOW, THEREFORE, for valuable consideration, the sufficiency of which is agreed and acknowledged, the parties agree the foregoing recitals are not mere recitations but are covenants of the parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein, and hereby further agree as follows:

1. **Exchange.** Subject to all terms, covenants, warranties, undertakings, and conditions contained in this Agreement, the Agency agrees to exchange its Agency Exchange Property, legally described on **Exhibit A**, plus One Million Three Hundred Thirty-Six Thousand and 00/100 Dollars (\$1,336,000.00) (the “Additional Funds”) for the YMCA Exchange Property, legally described on **Exhibit B**, and YMCA agrees to exchange its YMCA Exchange Property for the Agency Exchange Property, plus receipt of the Additional Funds. The Exchange shall be completed at a closing as provided herein.

2. **The Exchange is not of Equal Value.** The negotiations between the parties, and this Agreement, are premised on the mutual understanding and agreement that the “as-is” values of the Agency Exchange Property and of the YMCA Exchange Property are not equal and the YMCA Exchange Property has higher value. To make the Exchange equal, the Agency intends to also pay the YMCA the Additional Funds at closing.

3. **Closing Date and Termination.** “Closing Date” means the date the deeds held in escrow will be recorded in the office of the Ada County Recorder and the Additional Funds are available for distribution from the Escrow to YMCA, notwithstanding that such funds may not actually be distributed until the following day due to wire transfer deadlines or similar circumstances. The outside date for the Closing Date is December 31, 2023. Failure to close on or before December 31, 2023 means this Agreement terminates as of January 1, 2024, without further action of either party, unless extended in writing signed by both parties. Additionally, failure to close and convey title pursuant to the terms and conditions of the 1177 W. State Conveyance or the Block 69 North Workforce Housing Development Project DDA will result in termination of this Agreement without further action of either party, unless extended in writing signed by both parties.

4. **Due Diligence Period.**

a. Beginning on the Effective Date and continuing for the later of one hundred and eighty (180) days, or to the termination date set forth in that certain Access Agreement, effective as of June 6, 2022, by and between the Developer and the Agency, and as intended to be subsequently amended to add the YMCA (the “Access Agreement”) (the “Due Diligence Period”), each of the parties, at its own cost and expense, may make such examinations, studies, surveys, inspections, and investigations of the property it is acquiring (the Agency Exchange

Property by YMCA, the YMCA Exchange Property by the Agency), as the acquiring party, in its sole discretion, deems advisable.

b. If, at any time prior to expiration of the Due Diligence Period or any extension thereof, each of the parties, together with the Developer, notifies the other in writing that their examinations, studies, surveys, inspections, and investigations indicate that the condition of the properties they are acquiring is acceptable, the parties shall proceed to Closing, as set forth herein. If, however, the Due Diligence Period expires without such notice from each of the parties and the Developer, this Agreement shall terminate without further action of either party.

c. During the Due Diligence Period and any extensions thereof, either party may terminate this Agreement for any reason.

d. Access and Use.

i. Each party hereby grants to the other, their agents, employees, engineers and other contractors a right of entry upon their respective properties during the Due Diligence Period for the purpose of undertaking such examinations, studies, surveys, inspections, and investigations on each other's property as are reasonably necessary to investigate the conditions of the Agency Exchange Property and the YMCA Exchange Property. Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party (the "Indemnified Party") from and against any and all liability, loss, damage, cost, and expense, including court costs and attorneys' fees arising from the Indemnifying Party's entry on the Indemnified Party's property and caused by the negligence of the Indemnifying Party or its agents, employees, contractors and engineers. This section shall survive termination of this Agreement. Further, as set forth in Section 4(a), the parties acknowledge the intent of the Developer and Agency to enter into the Block 69 North Workforce Housing Development Project DDA concerning the conveyance of the YMCA Exchange Parcel acquired by the Agency pursuant to Exchange, subject to the terms of this Agreement, to the Developer. It is the Agency's intent that Developer conduct and at its own cost and expense such examinations, studies, surveys, inspections, and investigations of the YMCA Exchange Property, specifically a Phase 1 Environmental and geotechnical study, and any other due diligence as may be conducted by Developer under this Agreement and the terms of the Block 69 North Workforce Housing Development Project DDA, and that YMCA expressly permits Developer to access the YMCA Exchange Property during the Due Diligence Period for these purposes, which access may be set forth in: (i) a separate agreement between the Developer and YMCA, including indemnification and insurance provisions, or; (ii) the Access Agreement the.

ii. To further permit the parties to conduct their examinations, studies, surveys, inspections, and investigations during the Due Diligence Period, each party shall provide the other party, and Developer, with all documents and information in such party's possession reasonably requested in connection with the property to be acquired. Each party agrees to retain all such information on a confidential basis to the extent allowed by law.

iii. Up to the Closing Date, the Agency intends the Agency Exchange Parcel will be leased to third parties for certain temporary uses, including, but not limited to construction offices and/or use of parking facilities for staging.

e. Review of Title; Approved Title Exceptions.

Agency and YMCA shall accept title to the Agency Exchange Property and the YMCA Exchange Property pursuant to the Exchange subject only to the Permitted Title Exceptions, as defined herein. Title review as set forth in this section shall follow the later of (i) timelines set forth below, or (ii) those set forth in the fully executed Block 69 North Workforce Housing Development Project DDA. It is recognized by the parties that Developer, pursuant to any fully executed Block 69 North Workforce Housing Development Project DDA, will have an interest in the YMCA Exchange Property. To facilitate the disposition of the YMCA Exchange Property, the parties agree to work collaboratively and exchange information with Developer through the title review process.

If not previously provided, as soon as practicable following the Effective Date, Agency and YMCA, with a copy to Developer, shall obtain a preliminary commitment for title insurance for each parcel to the Exchange (each, a "Title Commitment") and an ALTA survey of each parcel to the Exchange (each, a "Survey"). Each party and the Developer shall have fifteen (15) business days following the date the party and the Developer has received both the Survey and Title Commitment to notify the other party of any objections ("Title Objections") it may have with respect to the Title Commitment or Survey.

If Agency and/or YMCA do not give such notice within such fifteen (15) business day period, such failure shall be conclusively deemed to be the other party's approval of those matters, unless the Developer is allowed additional time to make Title Objections as to the YMCA Exchange Property set forth in any fully executed Block 69 North Workforce Housing Development Project DDA, or other separate agreement between the Developer, YMCA and Agency addressing title review.

If Agency, YMCA and/or Developer has any Title Objections, the respective entity shall have five (5) business days after receipt thereof to notify the other that it (a) will cause or (b) elects not to cause any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to the Agency, YMCA and/or Developer, as the case may be. Each party's and/or Developer's failure to notify the other within such five (5) business day period as to any Title Objections shall be deemed an election by the party not to remove or have the Title Company insure over such Title Objections. The failure to cure any Title Objection as specifically agreed to by the parties constitutes a breach of this Agreement.

If Agency, YMCA and/or Developer notifies or is deemed to have notified the other party that it shall not remove nor have the title insure over any or all of the Title Objections, then Agency and/or YMCA, as the case may be, shall have ten (10) business days to respond to the respective Title Objections to either (a) terminate this Agreement; or (b) waive such Title Objections and proceed to Closing, without any adjustment in the value of the Exchange on account of such

Title Objections; or (c) propose an adjustment in the value of the Exchange on account of such Title Objections, which the applicable party shall have two (2) business days to accept or reject.

If Agency, YMCA and/or Developer does not give notice within said period, then Agency, YMCA and/or Developer shall be deemed to have elected to waive the Title Objections.

Not less than fifteen (15) business days prior to the close of escrow, which is the same Closing Date as set forth in the Block 69 North Workforce Housing Development Project DDA, Agency, YMCA and Developer shall obtain supplements to each Title Commitment (with the understanding that the parties and the Developer shall have the right to order updates to the preliminary title report at any time prior to close of escrow) disclosing any new title matters that may adversely affect the parcels to the Exchange, not previously disclosed. Each party and the Developer shall have five (5) business days from receipt of such supplemental title report (and all underlying documents referenced therein) to notify the other party of any objections (“Supplemental Title Objections”) it may have with respect to the supplemental title report.

If Agency, Developer and/or YMCA do not give such notice within such five (5) business day period, such failure shall be conclusively deemed to be Agency, YMCA and/or Developer’s approval of those matters, unless otherwise set forth in the Block 69 North Workforce Housing Development Project DDA.

If Agency, Developer and/or YMCA has any Supplemental Title Objections, the respective entity shall have five (5) business days after receipt thereof to notify the other that it (a) will cause or (b) elects not to cause any or all of the Supplemental Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to the Agency, Developer and/or YMCA, as the case may be. Unless otherwise set forth in the Block 69 North Workforce Housing Development Project DDA, the Agency, YMCA, or Developer’s failure to notify the other within such five (5) business day period as to any Supplemental Title Objections shall be deemed an election by the party and the Developer not to remove or have the title company insure over such Supplemental Title Objections. The failure to cure any Supplemental Title Objection as specifically agreed to by the Agency, YMCA and Developer constitutes a breach of this Agreement.

If Agency, Developer and/or YMCA notifies or is deemed to have notified the other that it shall not remove nor have the title insure over any or all of the Supplemental Title Objections, then Agency and/or YMCA, as the case may be, shall have three (3) business days to respond to the other’s Supplemental Title Objections to either (a) terminate this Agreement; or (b) waive such Supplemental Title Objections and proceed to Closing, without any adjustment in the value of the Exchange on account of such Supplemental Title Objections; or (c) propose an adjustment in the value of the Exchange on account of such Supplemental Title Objections, which the applicable party shall have two (2) business days to accept or reject.

If Agency, Developer and/or YMCA does not give notice within said period, then Agency, YMCA and/or Developer shall be deemed to have elected to waive the Supplemental Title Objections.

All exceptions to a Title Commitment, as supplemented prior to Closing, that are not objected to by the Agency, YMCA or Developer, or are not agreed to be cured or insured over by the other shall be “Permitted Exceptions” on the applicable final title policy; provided, however, in no event shall the standard pre-printed exceptions on the Title Commitment be “Permitted Exceptions” for purposes of the deeds.

Each party and Developer shall be entitled to request additional endorsements to the final title policy and to obtain extended coverage title insurance, at no cost or expense to the other but with the Agency, Developer and/or YMCA’s, as the case may be, reasonable and customary cooperation, including the execution of a customary and commercially reasonable owner’s affidavit required by the Title Company, unless the same are necessary to satisfy or remove any Title Objection or Supplement Title Objections in which case the endorsement(s) will be paid for by the party required to remove the Title Objection or Supplemental Title Objection.

5. Conditions to Closing.

a. Closing shall be subject to each and all of the following conditions:

i. Each party, in its sole discretion, shall determine that the properties are suitable for their intended uses taking into consideration any factor deemed relevant by either party, including satisfaction with the environmental condition of the property by conducting or obtaining, during the Due Diligence Period, such reports, studies, tests, or investigations as it may choose to undertake on the property that it will acquire in the Exchange.

ii. Each party may investigate, review, and ascertain the zoning classification and status, and the existence of any other land use regulations or controls, applicable to the property it will acquire in the Exchange. Any change a party may seek to the land-use zoning applicable to any parcel(s) under the ordinances of the City together with any land-use or other permits from any governmental entity required to utilize the respective parcel(s) shall be and remain the responsibility of each party.

iii. TitleOne Corporation (the “Title Company”), is unconditionally and irrevocably committed to issue at Closing (defined below) an ALTA standard coverage owner’s title policy, or, upon a party’s request, an ALTA extended coverage owner’s policy of title insurance (“Title Policy”), insuring (i) YMCA’s title to the Agency Exchange Property; and (ii) Agency’s title to the YMCA’s Exchange Property; in the amount of the value of the Exchange, subject only to the following (collectively, the “Permitted Title Exceptions”): the standard exceptions and exclusions from coverage contained in such form of the policy; matters created by, through or under each party; items disclosed by the survey; items that would have been disclosed by a physical inspection of each property on the Effective Date; real estate taxes not yet due and payable (if any); the documents to be recorded under this Agreement; any mutually agreed upon Supplemental Title Objections; and the exceptions disclosed in the Title Report. If any party requests ALTA extended coverage, any standard exceptions shall not be Permitted Title Exceptions. It is recognized by the parties that Developer, pursuant to any fully executed Block 69 North Workforce Housing Development Project DDA, will have a similar closing

condition. To facilitate the disposition of the YMCA Exchange Property, the parties agree to work collaboratively and exchange information with Developer through the title review process.

iv. Each party, in its sole discretion, shall determine that the property it is acquiring is legally described in a manner acceptable for conveying full and marketable title.

v. Each party has performed all of its obligations under this Agreement.

vi. The truth and correctness of each and every representation and warranty of the parties, as contained in Section 6 of this Agreement, entitled "Representations and Warranties," shall be an express condition of Closing.

vii. YMCA and Developer have amended that certain Option to Purchase Agreement between YMCA and Developer, dated August 18, 2021, to remove the YMCA Exchange Property from that agreement and provide for 1177 W. State Conveyance, and pursuant to the terms of that agreement, the closing conditions have been satisfied and/or waived, and the YMCA and Developer will contemporaneously close the 1177 W. State Conveyance on the Closing Date.

viii. Agency and Developer have entered into the Block 69 North Workforce Housing Development Project DDA, have satisfied and/or waived the closing conditions therein and will contemporaneously close the transaction on the Closing Date, resulting in the Agency disposition of the YMCA Exchange Property to the Developer.

xi. Agency and Developer have entered into the Block 68 South Mixed-Use Housing & Mobility Hub Project DDA.

x. Each party shall deliver a Closing Certificate in a form agreed to by the parties confirming conditions to close have been satisfied as of the Closing Date.

xi. Agency and YMCA have executed a restrictive covenant as to the Agency Exchange Property limiting Demolition Work (defined below).

b. Each party shall proceed diligently and in good faith to attempt to see that each of the foregoing Conditions to Closing is satisfied.

c. Each party shall pay the expenses it incurs in satisfying or attempting to satisfy the Conditions to Closing, except as otherwise provided in this Agreement.

d. Notwithstanding the execution of this Agreement, either party may terminate this Agreement without liability unless at or prior to Closing each of the foregoing conditions has been met or waived by the relevant party.

e. Closing costs will be split equally between the parties and paid at the time of closing.

f. Satisfaction of Conditions.

Where satisfaction of any of the foregoing conditions requires action by YMCA or Agency, each party shall use its diligent efforts, in good faith, and at its own cost, to expeditiously satisfy such condition. If a party is not in a position to know whether or not a condition precedent has been satisfied, then the party that is aware of the status of the condition shall immediately notify the other party.

g. Waiver.

Each party may at any time or times, at its election, waive any of the Closing Conditions set forth in Section 5, but any such waiver shall be effective only if contained in a writing signed by the waiving party and delivered to the other party.

h. Termination.

In the event each party has not fulfilled the Closing Conditions by the outside date for the Closing Date, or such earlier time period as provided for herein, and the Closing Conditions have not been waived by the parties, and provided the party is not in default of this Agreement, the other party may at its option terminate this Agreement and the Escrow opened hereunder. No termination under this Agreement shall release either party then in default from liability for such default. In the event this Agreement is terminated, all closing documents and funds (if any) delivered by the parties or Escrow Agent shall be returned immediately to the appropriate party.

6. Representations and Warranties.

a. Agency's Representations and Warranties. The Agency represents and warrants as of the date of this Agreement, and as of the Closing Date, that:

i. Authority. The execution, delivery, and performance of this Agreement, and all other agreements contemplated hereby, have been duly and validly authorized by all necessary action of the Agency, and this Agreement, and all other agreements contemplated hereby, are valid and binding obligations of the Agency, enforceable against the Agency, subject to the terms, conditions, and limitations contained in this Agreement.

ii. Title; Transfer; Liens. On the Closing Date, the Agency will transfer the Agency Exchange Property free and clear of all security interests, mortgages, pledges, liens, encumbrances, claims, tenancies (unless otherwise agreed to by the parties in writing), parties in possession and equities other than the Permitted Exceptions applicable to the Agency Exchange Property.

iii. No Conflict. The execution, delivery, and performance by the Agency of its obligations under this Agreement, and all other agreements contemplated hereby, will not contravene or violate any statute, law, rule, or regulation, or any judgment, order, or decree of any governmental authority or court with jurisdiction, and no consent, approval, authorization, or order of, or qualification with, any person, entity, or governmental authority is required for

performance by the Agency of its obligations under this Agreement, or any other agreement contemplated hereby.

iv. No Litigation or Adverse Events. There are no pending or, to the knowledge of the Agency, threatened investigations, actions, suits, proceedings, or claims against or affecting the Agency Exchange Property, at law or in equity, or before or by any federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality, domestic or foreign.

v. Compliance with Laws. The Agency has no knowledge that the Agency Exchange Property is in non-compliance with any applicable laws, ordinances, rules, or regulations.

vi. No Defaults in Other Agreements. The Exchange will not contravene, violate, or cause a default under any contract or agreement. The Agency is not in material default under any contract or agreement relating to or affecting the Agency Exchange Property, and no event has occurred which, with the passage of time or the giving of notice or both, will become a material default thereunder. The Agency is in compliance in all material respects with the terms and provisions of the covenants, conditions, restrictions, rights-of-way, and easements, if any, affecting the Agency Exchange Property.

vii. Condemnation. There is no existing or, to the knowledge of the Agency, proposed or threatened condemnation or similar proceeding, or private purchase in lieu of such proceeding, affecting the Agency Exchange Property.

viii. Taxes and Assessments. All real and personal property taxes relating to the Agency Exchange Property (if any), excepting those for the current tax year which are not yet due and owing, have been paid in full or are subject to exemption. Other than increases applied to all real properties in the county in which the Agency Exchange Property is located, there are, to the knowledge of the Agency, no existing or proposed assessments that have, or may, become a lien on the Agency Exchange Property.

ix. Environment. Other than as disclosed in writing to YMCA within ten (10) days from the Effective Date of this Agreement: (i) the Agency has not engaged in, or permitted, any operations or activities upon, or any use or occupancy of the Agency Exchange Property, or any portion thereof, for the purpose of, or in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any Hazardous Materials (whether legal or illegal, accidental or intentional) on, under, in, or about the Agency Exchange Property, or transported any Hazardous Materials to, from, across, or through the Agency Exchange Property, except in all cases in material compliance with Environmental Requirements and only in the course of legitimate business operations at the Agency Exchange Property (which shall not include any business primarily or substantially devoted to the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of Hazardous Materials); (ii) to the knowledge of the Agency, no person has engaged in or permitted any operations or activities upon, or any use or occupancy of, the Agency Exchange Property, or any portion thereof, for the purpose of, or in any material way

involving, the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any Hazardous Materials (whether legal or illegal, accidental or intentional) on, under, in, or about the Agency Exchange Property, except in all cases in material compliance with Environmental Requirements and only in the course of legitimate business operations at the Agency Exchange Property (which shall not include any business primarily or substantially devoted to the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of Hazardous Materials); (iii) to the knowledge of the Agency, no Hazardous Materials are presently or currently constructed, deposited, stored, or otherwise located on, under, in, or about the Agency Exchange Property except in all cases in material compliance with Environmental Requirements and only in the course of legitimate business operations at the Agency Exchange Property (which shall not include any business primarily or substantially devoted to the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of Hazardous Materials); (iv) to the knowledge of the Agency, no Hazardous Materials have migrated from the Agency Exchange Property to, upon, across, about, or beneath any other property or properties; and (v) to the knowledge of the Agency, no Hazardous Materials have migrated, or threatened to migrate, from any other property or properties to, upon, across, about, or beneath the Agency Exchange Property.

x. Liens. All bills and claims for labor performed and materials furnished to or for the benefit of the Agency Exchange Property, if any have been paid in full, and there are no mechanic's or materialmen's liens (whether or not perfected) on or affecting the Agency Property as a result of labor performed or materials furnished and contracted for by the Agency.

b. YMCA's Representations and Warranties. YMCA represents and warrants as of the date of this Agreement, and as of the Closing Date, that:

i. Authority. The execution, delivery, and performance of this Agreement, and all other agreements contemplated hereby, have been duly and validly authorized by all necessary action of YMCA, and this Agreement, and all other agreements contemplated hereby, are valid and binding obligations of YMCA, enforceable against YMCA, subject to the terms, conditions, and limitations contained in this Agreement.

ii. Title; Transfer; Liens. On the Closing Date, YMCA will transfer the YMCA Exchange Property free and clear of all security interests, mortgages, pledges, liens, encumbrances, claims, tenancies (unless otherwise agreed to by the parties in writing), parties in possession and equities other than the Permitted Exceptions applicable to the YMCA Exchange Property.

iii. No Conflict. The execution, delivery, and performance by YMCA of its obligations under this Agreement, and all other agreements contemplated hereby, will not contravene or violate any existing contract, agreement or conflict with any other obligation undertaken by YMCA.

iv. No Litigation or Adverse Events. There are no pending or, to the knowledge of the YMCA, threatened investigations, actions, suits, proceedings, or claims against or affecting the YMCA Exchange Property, at law or in equity, or before or by any federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality, domestic or foreign.

v. Compliance with Laws. YMCA has no knowledge that the YMCA Exchange Property is in non-compliance with any applicable laws, ordinances, rules, or regulations.

vi. No Defaults in Other Agreements. The Exchange will not contravene, violate, or cause a default under any contract or agreement. YMCA is not in material default under any contract or agreement relating to or affecting the YMCA Exchange Property, and no event has occurred which, with the passage of time or the giving of notice or both, will become a material default thereunder. YMCA is in compliance in all material respects with the terms and provisions of the covenants, conditions, restrictions, rights-of-way, and easements, if any, affecting the YMCA Exchange Property.

vii. Condemnation. There is no existing or, to the knowledge of YMCA, proposed or threatened condemnation or similar proceeding, or private purchase in lieu of such proceeding, affecting the YMCA Exchange Property. However, Agency is hereby advised that the YMCA Exchange Property is subject to that certain Property Use Agreement, dated May 5, 2022 and expiring no later than May 5, 2023, by and between YMCA and the Ada County Highway District, a body politic and corporate of the State of Idaho (“ACHD”), which allows ACHD to have temporary use and occupancy of certain portions of the YMCA Exchange Property for purposes of pavement and sidewalk rehabilitation.

viii. Taxes and Assessments. All real and personal property taxes relating to the YMCA Exchange Property (if any), excepting those for the current tax year which are not yet due and owing, have been paid in full or are subject to exemption. Other than increases applied to all real properties in the county in which the YMCA Exchange Property is located, there are, to the knowledge of the YMCA, no existing or proposed assessments that have, or may, become a lien on the YMCA Exchange Property.

ix. Environment. Other than as disclosed in writing to the Agency within ten (10) days from the Effective Date of this Agreement: (i) YMCA has not engaged in, or permitted, any operations or activities upon, or any use or occupancy of the YMCA Exchange Property, or any portion thereof, for the purpose of, or in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any Hazardous Materials (whether legal or illegal, accidental or intentional) on, under, in, or about the YMCA Exchange Property, or transported any Hazardous Materials to, from, across, or through the YMCA Exchange Property, except in all cases in material compliance with Environmental Requirements and only in the course of legitimate business operations at the YMCA Exchange Property (which shall not include any business primarily or substantially devoted to the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of Hazardous Materials); (ii) to the knowledge of

YMCA, no person has engaged in or permitted any operations or activities upon, or any use or occupancy of, the YMCA Exchange Property, or any portion thereof, for the purpose of, or in any material way involving, the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any Hazardous Materials (whether legal or illegal, accidental or intentional) on, under, in, or about the YMCA Exchange Property, except in all cases in material compliance with Environmental Requirements and only in the course of legitimate business operations at the YMCA Exchange Property (which shall not include any business primarily or substantially devoted to the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of Hazardous Materials); (iii) to the knowledge of YMCA, no Hazardous Materials are presently or currently constructed, deposited, stored, or otherwise located on, under, in, or about the YMCA Exchange Property except in all cases in material compliance with Environmental Requirements and only in the course of legitimate business operations at the YMCA Exchange Property (which shall not include any business primarily or substantially devoted to the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of Hazardous Materials); (iv) to the knowledge of YMCA, no Hazardous Materials have migrated from the YMCA Exchange Property to, upon, across, about, or beneath any other property or properties; and (v) to the knowledge of YMCA, no Hazardous Materials have migrated, or threatened to migrate, from any other property or properties to, upon, across, about, or beneath the YMCA Exchange Property.

x. Liens. All bills and claims for labor performed and materials furnished to or for the benefit of the YMCA Exchange Property, if any have been paid in full, and there are no mechanic's or materialmen's liens (whether or not perfected) on or affecting the YMCA Exchange Property as a result of labor performed or materials furnished and contracted for by the YMCA.

c. Definitions. For purposes of this Agreement:

i. "Hazardous Materials" shall be defined as set forth in Title 42, U.S.C. §§ 9601, 9603, and 6991 (or the corresponding provision of any future law).

ii. "Environmental Requirements" shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the state of Idaho, and all political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation: (i) all requirements pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, whether solid, liquid, or gaseous in nature, into the air, surface water, ground water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials, whether solid, liquid, or gaseous in nature; and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

iii. With respect to YMCA, the term “knowledge” when used in this Agreement means the actual knowledge of the Chief Executive Officer and Chief Financial Officer of YMCA.

iv. With respect to Agency, the term “knowledge” when used in this Agreement means the actual knowledge of the Executive Director and the Agency Board Chair.

d. Delivery of Possession “As Is” and “With All Faults”.

i. YMCA Acknowledgments Re: the Agency Exchange Property. YMCA acknowledges that no representation or warranty has been made by Agency concerning the Agency Exchange Property or its nature, quality, or suitability for use for any purpose, except as otherwise expressly stated herein. YMCA has had the opportunity to examine the Agency Exchange Property, and YMCA is satisfied with the current condition of the Agency Exchange Property for YMCA’s use. At Closing, YMCA’s acceptance of the Agency Exchange Property shall be in its “as is” and “where is” condition, with all faults. Agency’s representations and warranties will not survive the Closing and recording of the Deed.

ii. Agency Acknowledgments Re: the YMCA Exchange Property. The Agency acknowledges that no representation or warranty has been made by YMCA concerning the YMCA Exchange Property or its nature, quality, or suitability for use for any purpose, except as otherwise expressly stated herein. The Agency has had the opportunity to examine the YMCA Exchange Property, and the Agency is satisfied with the current condition of the YMCA Exchange Property for the Agency’s use. At Closing, the Agency’s acceptance of the YMCA Exchange Property shall be in its “as is” and “where is” condition, with all faults. YMCA’s representations and warranties will not survive the Closing and recording of the Deed.

iii. No rights, easements, or licenses, implied or otherwise, are or shall be acquired by either party hereunder, except as expressly set forth in this Agreement or those that are appurtenant to the applicable property, which appurtenances will be conveyed with the Deeds.

7. Closing and Related Matters.

a. If, during the Due Diligence Period or any extension thereof, each party notifies the other that it accepts the condition of the property to be acquired, then the closing of the Exchange shall occur at such time as the parties may agree in writing (the “Closing” or “Closing Date”).

b. Closing shall occur under the following terms and conditions:

i. Title shall be conveyed by special warranty deed, free and clear of all matters except the Permitted Exceptions for each property (each, a “Deed”). Unless otherwise agreed upon in writing, the special warranty deeds shall be in substantially the form attached as **Exhibit C** (attached and incorporated).

ii. Taxes (if any), utilities (if any), assessments, and other charges typically prorated in Ada County, Idaho, shall be prorated as of the Closing Date.

iii. Each party shall pay the costs of obtaining whatever policy of title insurance covering the parcel it is obtaining in this Exchange as such party elects to obtain.

iv. Possession shall pass to the acquiring party as of Closing, and shall be delivered vacant, free and clear of all tenancies, occupancies, or other rights thereto. Unless otherwise agreed by the parties, all furniture, fixtures and equipment (FFE) shall be removed from the YMCA Exchange Property and the Agency Exchange Property, and to the extent feasible, the FFE shall be recycled and/or reused.

8. **Approval by Appropriate Authority.** Each party, for itself, acknowledges that (i) this Agreement, even though agreed upon by the Agency's representatives, is not binding upon the Agency until such time as the Agency Board adopts a resolution approving this Agreement and authorizing the Board Chair and/or the Executive Director to execute this Agreement on behalf of the Agency; and (2) this Agreement, even though agreed upon by the YMCA's representatives, is not binding upon the YMCA until such time as the YMCA Board, or its designees, as may be authorized by the YMCA's bylaws, adopts a resolution approving this Agreement and authorizing an officer or other representative of the YMCA to execute and this Agreement on behalf of the YMCA.

9. **Limited Purpose; No Waiver.** This Agreement is intended to be applicable to, and shall be interpreted and used for, the limited purposes expressly contained herein. Nothing contained herein is intended, nor shall it be construed, as a waiver of any permit, authorization, license, approval, certification, or other condition, obligation, or prerequisite required by the Agency or any other governmental agency or entity. Additionally, nothing contained herein is intended, nor shall it be construed, as the Agency's approval, authorization, or permission for any development or construction.

10. **Default.** A party shall be in "default" of this Agreement if that party fails to perform its obligations hereunder and fails to cure or remedy such failure within ten (10) days after receipt of written notice from the party claiming the default, specifying the nature of such default. In the event of default, the non-defaulting party may pursue any remedies available at law or in equity, up to and including termination of this Agreement.

A default under any agreement the YMCA is a party to related to the development contemplated in the Joint Proposal that cannot be cured constitutes a default under this Agreement and the parties declare it is their intention that this Agreement be terminated within ten (10) days after receipt of written notice from the Agency advising of the termination.

11. **Brokers.** Each party represents and warrants to the other that it has not dealt with any broker or finder with regard to this Exchange. If any claims for brokers' or finders' fees or commissions are made in connection with the negotiation, execution, or consummation of this

Agreement, the Agency shall indemnify, defend, and hold harmless YMCA from and against such claims if they are based upon any statement, representation, or agreement made by the Agency, and YMCA shall indemnify, defend, and hold harmless the Agency from and against such claims if they are based upon any statement, representation, or agreement made by YMCA.

12. **Attorneys' Fees.** In the event of litigation between the parties, declaratory or otherwise, in connection with or arising out of this Agreement, the prevailing party shall recover from the nonprevailing party all actual costs, actual damages and actual expenses, including attorneys' fees and charges, paralegal and clerical fees and charges and other professional or consultants' fees or charges, expended or incurred in connection therewith, as set by the court, including for appeals, which shall be determined and fixed by the court as part of the judgment.

13. **Force Majeure.** Neither party shall be liable for, or be in default of this Agreement based on, its failure to perform any obligation hereunder if such failure is the result of war, insurrection, strikes, lockouts, walkouts, riots, flood, earthquakes, fire or other casualty, the elements or acts of God, or other causes, other than financial, beyond a party's reasonable control.

14. **Risk of Loss.** Until delivery of the deeds, risk of loss by fire or other casualty is assumed by the Agency for the Agency Exchange Property and by YMCA for the YMCA Exchange Property.

15. **Demolition Work.** The Agency Exchange Parcel will be conveyed with a restrictive covenant providing the YMCA will not destroy, raze, tear down, break into pieces (the "Demolition Work") the structure or adjacent parking lot on the Agency Exchange Parcel solely for the purpose of constructing a surface parking lot.

16. **Miscellaneous.**

a. **Entire Agreement.** This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof. No extension, change, modification, or amendment to or of this Agreement of any kind whatsoever shall be made or claimed by either party, and no notice of any extension, change, modification, or amendment made or claimed by either party shall have any force or effect whatsoever unless the same shall be endorsed in writing and be signed by the party against which the enforcement of such extension, change, modification, or amendment is sought, and then only to the extent set forth in such instrument.

b. **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 provision of this Agreement.

c. **Construction.** Each party has been represented by legal counsel in drafting and negotiating this Agreement or has had the opportunity to consult with legal counsel and has chosen not to do so. In all cases, this Agreement shall be construed and interpreted according to its fair meaning, and not for or against either party, regardless of which party caused the drafting of this Agreement or any of its terms.

d. Counterparts. This Agreement may be executed in two (2) counterparts, and each counterpart shall be deemed an original and both of which shall constitute one and the same instrument.

e. Successors and Assigns. The terms and conditions hereof shall be binding upon and inure to the benefit of the respective parties, their administrators, executors, successors, and assigns. Neither party shall assign this Agreement without the other party's prior written consent.

f. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the intent of the parties and shall survive the severed provisions.

g. Further Assurances. Each party shall cooperate fully with the other and execute such further instruments, documents, and agreements and give such further written assurances as may be reasonably requested to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

h. Choice of Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Idaho. Venue for any legal action arising from this Agreement shall be Ada County, Idaho.

i. Notice. Any notice under this Agreement shall be in writing and be delivered in person, or by United States Mail, postage prepaid, or by public or private 24-hour overnight courier service (so long as such service provides written confirmation of delivery), or by electronic mail or facsimile verified by electronic confirmation. All notices shall be addressed to the party at the address set forth below or at such other addresses as the parties may from time to time direct in writing by notice given the other. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) three (3) days following the day of deposit in the United States Mail, (c) the day of delivery to the overnight courier, or (d) the day electronic mail or facsimile delivery is electronically confirmed.

Agency:

John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, ID 83702
208-384-4264 (voice)
208-384-4267 (fax)
jbrunelle@ccdcboise.com

YMCA:

David Duro, CEO
1177 W. State Street

Boise, ID 83702
Email: David.Duro@ymcatvidaho.org

With a copy to:

Kimberly D. Maloney
Givens Pursley LLP
601 W. Bannock Street
Boise, ID 8702
Email: kdm@givenspursley.com

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.
End of Agreement | Signatures appear on the following page.

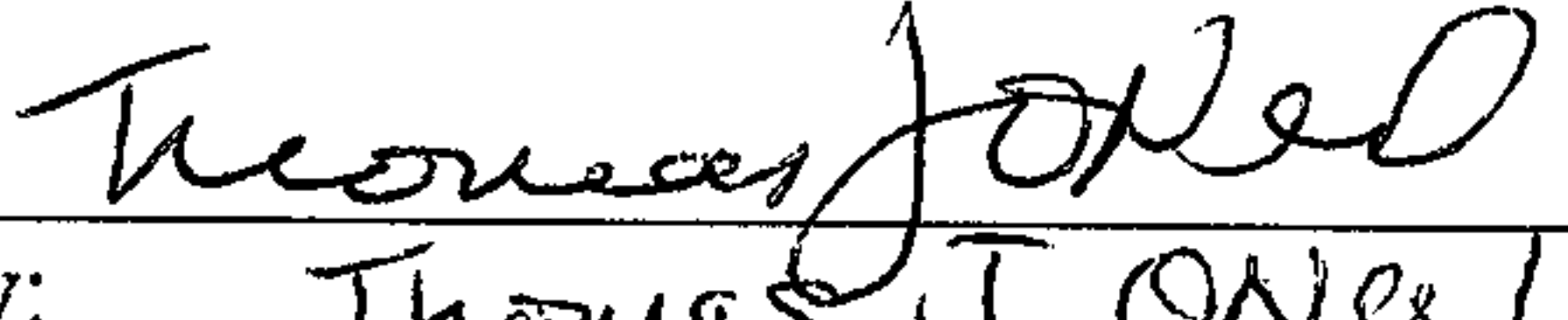
<p>_____, 2022</p>	<p><u>AGENCY</u> THE URBAN RENEWAL AGENCY OF BOISE CITY, also known as CAPITAL AGENCY DEVELOPMENT CORPORATION</p> <p>_____ John Brunelle, Executive Director</p>
<p><u>July 6</u>, 2022</p>	<p><u>YMCA</u> YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE AGENCY, IDAHO</p> <p> _____ By: <u>Thomas J. O'Neil</u> Title: <u>CFO</u></p>

Exhibit A

Agency Exchange Property Legal Description and Map Showing the Location of the Agency Exchange Property and the YMCA Exchange Property

Legal Description:

Agency Parcel: 421 N. 10th Street, Boise, Idaho 83702 - Block 68 N
Tax Parcel No. R1013004583

Lots 11 and 12 and the Easterly 40 feet of Lot 10, when measured parallel with the line dividing Lots 10 and 11 in Block 68 of Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, official records of Ada County, Idaho.

Map:

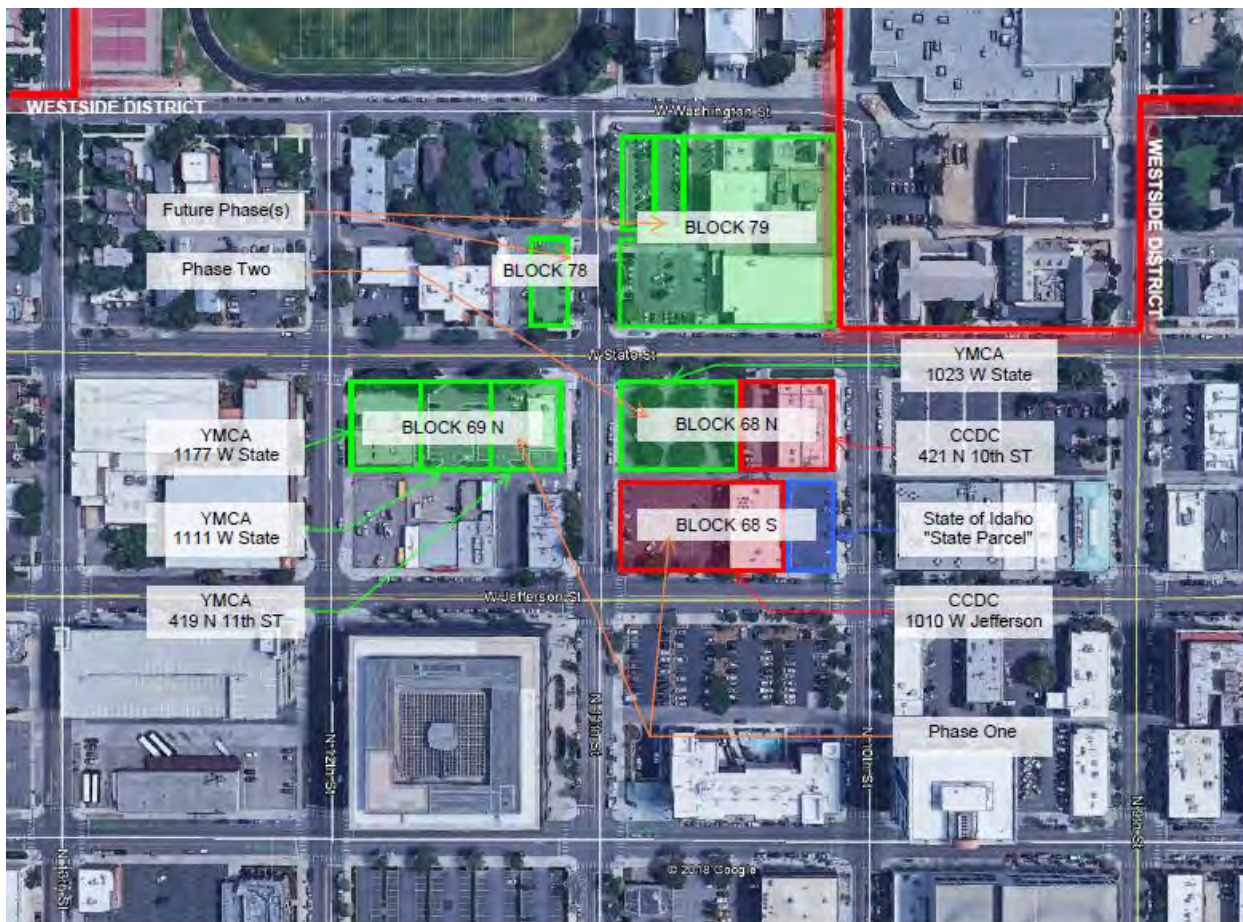


Exhibit B

YMCA Exchange Property Legal Description

YMCA Parcel: 1111 W. State Street, Boise, Idaho 83702– Block 69 N
Tax Parcel No. R1013004640

Lots 9 and 10 in Block 69 of Boise City Original Townsite, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho.

Less :

A parcel being a portion of Lots 9 and 10 of Block 69 of Boise City Original Townsite, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, and located in the SW ¼ of Section 3, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the northwesterly corner of Lot 7 of said Block 69, from which a ½ inch diameter iron pin marking the northeasterly corner of said Lot 10 bears S 54°47'21" E a distance of 200.06 feet;

Thence S 35°13'23" W along the westerly boundary of said Lot 7 a distance of 122.02 feet to a point marking the southwesterly corner of said Lot 7;

Thence S 54°47'21" E along the southerly boundary of Lots 7 and 8 of said Block 69 a distance of 100.04 feet to a point marking the southwesterly corner of said Lot 9 and the **POINT OF BEGINNING**;

Thence N 35°13'19" E along the westerly boundary of said Lot 9 a distance of 2.00 feet to a point;

Thence leaving said westerly boundary S 54°47'21" E along a line being 2.00 feet northerly of and parallel to the southerly boundary of said Lots 9, and 10 a distance of 100.04 feet to a point on the easterly boundary of said Lot 10;

Thence S 35°13'12" W along said easterly boundary a distance of 2.00 feet to a point marking the southeasterly corner of said Lot 10;

Thence N 54°47'21" W along the southerly boundary of said Lots 9, and 10 a distance of 100.04 feet to the **POINT OF BEGINNING**.

This parcel contains 200 square feet (0.005 acres) and is subject to any easements existing or in use.

YMCA Parcel: 419 N. 11th Street, Boise, Idaho 83702- Block 69 N
Tax Parcel No. R1013004651

A portion of Lots 11 and 12, Block 69 of Boise City Original Townsite as filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, located in the SW 1/4 of Section 3, Township 3 North, Range 2 East, Boise Meridian, Boise, Ada County, Idaho more particularly described as follows:

BEGINNING at the northerly most corner of said Lot 11;

Thence along the northeasterly boundary line of said Lots 11 and 12 South $54^{\circ}48'05''$ East, 100.04 feet to the easterly most corner of said Lot 12;

Thence along the southeasterly boundary line of said Lot 12 South $35^{\circ}12'20''$ West, 120.02 feet;

Thence leaving said southeasterly boundary line North $54^{\circ}48'05''$ West, 100.05 feet a point on the northwesterly boundary line of said Lot 11;

Thence along said northwesterly boundary line North $35^{\circ}12'39''$ East, 120.03 feet to the **POINT OF BEGINNING**. Containing 12,008 square feet, more or less.

Exhibit C

Special Warranty Deed

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

(Space Above For Recorder's Use)

SPECIAL WARRANTY DEED

For the consideration received and other good and valuable consideration, the receipt of which is hereby acknowledged, [insert name of grantor] ("Grantor"), conveys and specially warrants to [insert name of grantee], ("Grantee"), whose address is [insert grantee address], and [his, her, its] successors and assigns forever the following described real property (the "Premises"):

[insert legal description]

SUBJECT TO taxes and assessments for the year [insert year] and all subsequent years, those matters set forth on Exhibit ____, attached hereto ("Permitted Exceptions"), all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the Premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way, minerals, mineral rights and water rights in anywise appertaining to the property herein described as well in law as in equity.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said Premises; that the Premises are free from encumbrances created or suffered by the Grantor, excepting those as may be herein set forth, and excepting the Permitted Exceptions, and that Grantor will warrant and defend the same from all lawful claims of or through Grantor, but none other.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this _____ day of _____, 20____.

[Grantor's Name]

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 20____, before me _____,
personally appeared _____, known or identified to me (or proved to me
on the oath of _____), to be the person whose name is subscribed
to the within instrument, and acknowledged to me that [he/she/they] executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 20____, before me _____,
personally appeared _____, known or identified to me (or proved to me on
the oath of _____) to be the _____ of
_____, the limited liability company that executed the instrument
or the person who executed the instrument on behalf of said limited liability company, and
acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 20____, before me _____,
personally appeared _____, known or identified to me (or proved to me on
the
oath of _____) to be the president, or vice-president, or secretary
or assistant secretary, of _____, the corporation that executed the
instrument or the person who executed the instrument on behalf of said corporation, and
acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO

Residing at _____

My Commission Expires _____

4870-8130-5627, v. 13



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AGENDA BILL

Agenda Subject: Approve Resolution 1777 - Purchase and Sale Agreement for acquisition of 703 S. 8 th Street		Date: July 11, 2022
Staff Contact: John Brunelle, Executive Director Alexandra Monjar, Project Manager	Attachments: - Resolution 1777 - Purchase and Sale Agreement	
Action Requested: Approve Resolution 1777 - Purchase and Sale Agreement for acquisition of 703 S. 8 th Street		

Fiscal Notes:

The purchase price of 703 S. 8th Street is \$1,900,000. Terms and conditions of the Purchase and Sale Agreement include typical costs and fees associated with real estate closing with a title company. The Agency has sufficient resources to purchase the parcel.

Background:

The Lydia Merrill Revocable Living Trust owns 703 S. 8th Street, a ~0.179 acre parcel located at the intersection of 8th and River Street(s) in the River Myrtle Old Boise District. The parcel is currently used as a surface parking lot and includes two small buildings occupied by an artist in residence and interior design studio.

Earlier this year, the Lydia Merrill Trust engaged TOK Commercial to publish a call for offers on this parcel and two others it owns in downtown Boise. In anticipation for the call for offers, TOK Commercial requested information from CCDC about potential assistance the Agency could offer for redevelopment of the available properties, which it provided by letter in April.

The Agency believes that due to the unique conditions of the 703 S. 8th Street parcel including its location in the Cultural District on a block otherwise owned by the City of Boise and adjacent to the Library! and entrance to the Boise River Greenbelt on 8th Street, it would be in the best interest of the public to acquire this parcel for the intent of civic and cultural use by the City of Boise. The City has indicated its agreement with the Agency's assessment and is ready to continue discussions for a future transition of ownership if CCDC is successful in acquiring this property which will include plans for short- and mid-term active uses on the site.

CCDC's Letter of Intent to Purchase 703 South 8th Street submitted on June 15, 2022 was accepted by the Lydia Merrill Trust, and the parties have negotiated the attached Purchase and Sale Agreement which contemplates a cash purchase following a 30-day due diligence period. With the Board's approval today, the Agency will sign the Purchase and Sale Agreement and proceed with the steps to purchase the parcel from the Lydia Merrill Trust.

Staff Recommendation:

Staff recommends the Agency Board adopt Resolution 1777 approving the Purchase and Sale Agreement for acquisition of 703 S. 8th Street, owned by Lydia Merrill Trust.

Suggested Motion:

I move to adopt Resolution 1777 approving the Purchase and Sale Agreement for acquisition of 703 S. 8th Street.

RESOLUTION NO. 1777

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 PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE AGENCY AND LYDIA MERRILL REVOCABLE LIVING TRUST; AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST ANY AND ALL DOCUMENTS OR AGREEMENTS NECESSARY TO ACQUIRE THE PROPERTY, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE PURCHASE AND SALE AGREEMENT; AUTHORIZING THE APPROPRIATION OF FUNDS PURSUANT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, in order to achieve the objectives of the River Myrtle-Old Boise Plan, the Agency is authorized to acquire real property for the revitalization of areas within the Plan boundaries; and,

WHEREAS, Lydia Merrill Revocable Living Trust (the "Owner") is the owner of certain real property addressed as 703 South 8th Street, Boise, which is Parcel No. R1749100412 in the records of the Ada County Assessor (the "Property"), and which address is within the River Myrtle-Old Boise Plan boundaries; and,

WHEREAS, under the terms and provisions of the River Myrtle-Old Boise Plan, the Property or portions thereof have been identified by Agency staff as a potential site for certain future public improvements and uses consistent with the River Myrtle-Old Boise Plan; and,

WHEREAS, the Agency and Owner have drafted a Purchase and Sale Agreement for the Property which has been signed by the Owner, a copy of which is attached hereto as Exhibit A; and,

WHEREAS, the Agency desires to purchase the Property from the Owner for purposes in compliance with the River Myrtle-Old Boise Plan; and,

WHEREAS, based upon information received by the Agency, the Agency finds that the price required by the Owner for the Property is based upon reasonable market information; and,

WHEREAS, the Agency has sufficient funds to acquire the Property; and,

WHEREAS, the Agency Board finds it in the best interest of the Agency and the public to approve the purchase of the Property and to authorize the Chair, Vice-Chair, or Executive Director and Secretary, respectively, to execute all closing documents and to pay the purchase price subject to the conditions set forth below.

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

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

Section 2: That the Agency Board hereby approves the purchase of 703 South 8th Street, Boise from the Owner under the terms and conditions set forth in the Purchase and Sale Agreement attached hereto as Exhibit A and incorporated herein by reference.

Section 3: That the Chair, Vice-Chair, or Executive Director and Secretary, respectively, are authorized and directed to execute the Purchase and Sale Agreement and any and all documents or agreements necessary to acquire 703 South 8th Street, Boise, including the documents necessary to appropriate and tender the purchase price of ONE MILLION NINE HUNDRED THOUSAND DOLLARS (\$1,900,000.00) along with specified closing costs from the Agency FY 2022 budget, subject to satisfaction of all contingencies set forth in the Agreement, including but not limited to any necessary escrow instructions and any necessary technical changes to the Agreement or other closing documents, upon advice from Agency legal counsel that said changes are consistent with the provisions of this Resolution.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on July 11, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on July 11, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

REAL PROPERTY PURCHASE AND SALE AGREEMENT
703 S. 8th Street, Boise, Idaho

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT ("**Agreement**") is made by and between LYDIA MERRILL REVOCABLE LIVING TRUST ("**Seller**") and 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 known as CAPITAL CITY DEVELOPMENT CORPORATION ("**Buyer**"). Seller and Buyer may be referred to herein as the "parties" or a "party" as the case may be. The "**Effective Date**" of the Agreement is the last date signed by both Seller and Buyer.

RECITALS

- A. Seller is the owner of approximately 0.179 acres of real property improved with two (2) buildings and a parking area in City of Boise, Ada County, Idaho, as legally described and approximately depicted on Exhibit A attached hereto, including any and all rights, easements, water and mineral rights, tenements, privileges, road and access rights, and ditch rights, appurtenant to the real property (collectively "**Property**").
- B. The Property is located in the River Myrtle-Old Boise Urban Renewal District as created by the River Myrtle-Old Boise Plan ("**Plan**"). Buyer has identified the Property as a potential site for public improvements consistent with the Plan.
- C. Buyer desires to purchase the Property from Seller in order to make such public improvements, and Seller desires to sell the Property for it to be developed with public improvements.
- D. The Property is subject to leases for the buildings and parking located on the Property (collectively "**Leases**").
- E. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, based on the terms and conditions in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. PROPERTY. Seller agrees to sell, transfer, and convey all right, title, and interest in the Property to Buyer, and Buyer agrees to purchase the Property from Seller, for a purchase price and subject to the terms and conditions set forth in this Agreement.
2. PURCHASE PRICE. Buyer will pay to Seller the following for the Property: ONE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,900,000.00) (the "**Purchase Price**"). Buyer will pay the Purchase Price as follows:
 - (a) Buyer will deposit Fifty Thousand and No/100 Dollars (\$50,000.00) ("**Deposit**") as earnest money in escrow with First American Title Company, 1161 W. River St., Suite 150,

Boise, Idaho 83702 ("**Title Company**") within three (3) business days after the Effective Date, along with a fully executed Agreement. The Deposit will be applied toward the Purchase Price at Closing; and

(b) Buyer will pay the remainder of the Purchase Price in additional cash, or other immediately available funds, subject to applicable deposits, prorations, credits, or other adjustments required by this Agreement, at Closing.

3. TITLE REPORT AND OBJECTIONS.

(a) Within three (3) business days after the Effective Date, Seller will cause Title Company to deliver a current Preliminary Title Report and copies of all exceptions ("**Title Report**") for a standard coverage title insurance policy in the amount of the Purchase Price ("**Title Policy**") for the Property to Buyer and Seller. Seller will pay for a standard coverage Title Policy. Buyer will pay for any desired extended coverage and endorsement. If Buyer is dissatisfied with any exception in the Title Report, then Buyer may: (i) cancel this Agreement by giving written notice of cancellation to Seller prior to the expiration of the Review Period (defined below), and the Deposit will be returned to Buyer, or (ii) provisionally accept the title subject to Seller's agreement to cause the removal of Buyer's disapproved exceptions or objections. Seller will notify Buyer in writing within five (5) business days after receiving Buyer's written notice of disapproval of any exception whether Seller intends to remove or address such exception. Seller's lack of response will be deemed as Seller's agreement to remove the objectionable exceptions (or obtain title insurance endorsements to address if acceptable to Buyer) prior to Closing. If written notice of dissatisfaction is not given by Buyer to Seller prior to the expiration of the Review Period, then Buyer will be deemed to have approved of the condition of the title of the Property as shown by the Title Report.

(b) Seller's conveyance of the Property will be free and clear of all liens, encumbrances, and other exceptions of title, except the liens of taxes and assessments not yet due and payable, those exceptions approved or deemed approved by Buyer pursuant to this Agreement ("**Permitted Exceptions**").

(c) In the event the Title Report is amended to include new exceptions that are not set forth in a prior Title Report, Buyer will have the ability to object to such new exceptions or cancel this Agreement and receive a refund of the Deposit, subject to Seller's agreement to cause the removal of any new disapproved exceptions or objections. If Seller does not intend to remove such exceptions and objections before Closing, then Buyer may elect in writing to: (i) have the Deposit returned to Buyer upon demand and all obligations will terminate; or (ii) Buyer may waive such objections and the transaction will close as scheduled.

4. REVIEW PERIOD.

(a) Review Period. Buyer will have thirty (30) days after the Effective Date ("**Review Period**"), at Buyer's sole cost, within which to conduct and approve any investigations, studies, or tests deemed necessary by Buyer, in Buyer's sole discretion, to determine the desirability and feasibility of acquiring the Property, including, but not limited to, Buyer's right to review and approve the title, the Seller Materials (defined below), Seller's written notification to the tenant of the offer under the Leases, and any other reports or tests desired by Buyer. Buyer may terminate the Agreement for any reason during the Review Period.

(b) Seller Materials. Seller agrees to deliver to Buyer within five (5) days after execution of this Agreement all information in Seller's possession, including a copy of the Leases, all agreements, surveys, reports, engineering reports or tests, soil tests, water tests, environmental tests, income reports, and other information related to parking operations, and like matters regarding the Property, not previously delivered to Buyer, at no cost to Buyer ("**Seller Materials**"). Buyer will keep all such deliveries confidential except for contacts with professionals such as lawyers, engineers, accountants, or brokers who are assisting Buyer with this transaction.

(c) Right of Entry. Subject to the rights under the Leases, Seller hereby grants to Buyer and Buyer's agents, employees, and contractors the right to enter upon the Property during the Review Period, at any time or times during regular business hours and upon reasonable advance notice, to conduct its review. Buyer agrees to indemnify, protect, defend, and hold Seller harmless from any and all liabilities, claims, losses, or damages, including, but not limited to, court costs and attorneys' fees, which may be incurred by Seller because of the review, unless caused by the willful or negligent act or omission of Seller, its agents, contractors, or employees. Upon completion of its review, Buyer will restore the Property substantially to its condition existing immediately prior to its review.

(d) Cancellation. Unless Buyer so notifies Seller in writing, on or before the end of the Review Period of Buyer's election to proceed with the purchase of the Property, Buyer will be deemed to have elected to proceed with this Agreement, and the Deposit will be non-refundable, except for the default of Seller, but applicable toward the Purchase Price. If Buyer terminates this Agreement during the Review Period, the Deposit will be returned immediately to Buyer and, except as otherwise provided in this Agreement, neither of the parties will have any further liability or obligation under this Agreement.

6. CLOSING CONDITIONS.

(a) Buyer's obligations to close under this Agreement are subject to the following conditions to be satisfied or waived by Closing: (i) approval of Buyer's Board of Commissioners of this Agreement and this transaction; and (ii) Seller's performance under this Agreement, including the delivery to Title Company of all documents necessary for Closing. If the foregoing conditions have not been satisfied by Closing, then Buyer will have the right by giving written notice to Seller and Title Company, to cancel this Agreement, and the Deposit will be returned immediately to Buyer and, except as otherwise provided in this Agreement, neither of the parties will have any further liability or obligation under this Agreement.

(b) Seller's obligations to close under this Agreement are subject to the following conditions to be satisfied or waived by Closing: Buyer's performance under this Agreement, including the delivery to Title Company, of all documents necessary for Closing. If the foregoing conditions have not been satisfied by Closing, then Seller will have the right, by giving written notice to Buyer and Title Company, to cancel this Agreement, and the Deposit will be paid immediately by Title Company to Seller and, except as otherwise provided in this Agreement, neither of the parties will have any further liability or obligation under this Agreement.

7. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller hereby represents and warrants the following to Buyer as of the Effective Date and again as of Closing:

- (a) There are no unrecorded leases, licenses, easements, liens, rights of first refusal, or encumbrances which may affect title to the Property, except for the Leases;
- (b) No notice of violation has been issued with regard to any applicable regulation, ordinance, requirement, covenant, condition or restriction relating to the present use or occupancy of the Property by any person, authority or agency having jurisdiction;
- (c) There is no impending or contemplated condemnation or taking by inverse condemnation of the Property, or any portion thereof, by any governmental authorities;
- (d) There are no suits or claims pending or that are threatened with respect to or in any manner affecting the Property, nor does Seller know of any circumstances which should or could reasonably form the basis for any such suits or claims which have not been disclosed in writing to Buyer by Seller;
- (e) There are no pending proceedings, the object of which would be to change the present zoning or other land-use limitations;
- (f) Seller has full power and authority to execute, deliver and perform under this Agreement;
- (g) The execution, delivery and performance of this Agreement does not and will not constitute a breach or default under any other agreement, law or court order under which Seller is a party or may be bound or involving the Property;
- (h) No default of Seller exists under the Leases or other contracts provided by Seller and no default of the other parties exists under the Leases or contracts;
- (i) No contracts between Seller and any third parties will be in effect from and after Closing, other than the Leases; and
- (j) Seller has no knowledge of any Hazardous Waste having been produced, released, stored, or deposited over, under, or upon the Property by any person. As used in this paragraph, "Hazardous Waste" will be defined as any hazardous substance, underground storage tanks, pollutants, contaminants or hazardous wastes as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act ("RCRA"), as amended, or any other similar local, state or federal law, rule or regulation, including, without limitation, asbestos, PCB's, petroleum and petroleum products, and urea formaldehyde.

If Seller receives notice or knowledge of any information regarding any of the matters set forth in this Section after the Effective Date and prior to Closing, Seller will immediately notify Buyer in writing. All representations and warranties made in this Agreement by Seller will survive for one (1) year following the execution and delivery of this Agreement and Closing.

8. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer hereby represents and warrants to Seller as of the Effective Date and again as of Closing that:

- (a) Subject to its Board of Commissioners approval identified above, Buyer has full power and authority to execute, deliver and perform under this Agreement;

(b) There are no actions or proceedings pending or threatened against Buyer which may in any manner whatsoever affect the validity or enforceability of this Agreement; and

(c) The execution, delivery and performance of this Agreement have not and will not constitute a breach or default under any other agreement, law or court order under which Buyer is a party or may be bound.

If Buyer receives notice or knowledge of any information regarding any of the matters set forth in this Section after the Effective Date and prior to Closing, Buyer will immediately notify Seller in writing. All representations and warranties made in this Agreement by Buyer will survive for one (1) year following the execution and delivery of this Agreement and Closing.

9. CONTINUING OPERATION OF PROPERTY. Seller agrees that, between the Effective Date and Closing or any earlier termination of this Agreement, Seller will: (a) continue to operate the Property as currently operated by Seller; (b) maintain the Property in its current condition and perform required and routine maintenance as may be provided in the Leases; (c) not place or permit to be placed on any portion of the Property any new improvements of any kind or remove or permit any improvements to be removed from the Property; (d) not restrict, rezone, file or modify any development plan or zoning plan or establish or participate in the establishment of any improvement district with respect to all or any portion of the Property; or (e) not further cause or create any easement, encumbrance, or mechanic's or materialmen's liens, and/or similar liens or encumbrances to arise or to be imposed upon the Property or any portion thereof.

10. BROKERS' COMMISSION. Seller warrants to Buyer that it has not dealt with any finder, broker or realtor in connection with this Agreement other than TOK Commercial ("**Seller's Broker**") and that Seller's Broker will be paid by Seller as per their separate agreement. Buyer warrants to Seller that it has not dealt with any finder, broker or realtor in connection with this Agreement other than Story Commercial LLC ("**Buyer's Broker**") and that Buyer's Broker will be paid by Buyer as per their separate agreement. If any person will assert a claim to a finder's fee or brokerage commission on account of alleged employment as a finder or broker in connection with this Agreement the party under whom the finder or broker is claiming will indemnify, defend, protect and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claim. The provisions of this Section will survive cancellation of this Agreement or Closing. The parties acknowledge receipt of the RE-41 Agency Representation & Responsible Broker Disclosure dated July 7, 2022.

11. CLOSING AND CLOSING DELIVERIES.

(a) Closing, which will be deemed the date of the recording of the Deed (defined below) will be no more than forty five (45) days following the Effective Date ("**Closing**").

(b) Prior to Closing, Seller will deposit with the Title Company the following documents, properly executed and acknowledged: (i) a special warranty deed substantially in the form attached hereto as Exhibit B subject only to the Permitted Exceptions ("**Deed**"); and (ii) an assignment of the Leases substantially in the form attached hereto as Exhibit C ("**Assignment**"). After all of the conditions as set forth in this Agreement have been met, Buyer

will, on or prior to Closing, deliver to Title Company the balance of the Purchase Price and the Assignment properly executed and acknowledged.

(c) Each party will execute additional documents as reasonably required by the Title Company to obtain the Title Policy and complete Closing.

(d) Seller will pay the following: (i) the costs of releasing all liens and other encumbrances that are to be released; (ii) one-half of the fees and costs due Title Company for its services; (iii) the premium for a standard owner's Title Policy; and (iv) all other costs to be paid by Seller under this Agreement. Buyer will pay the following: (i) one-half of the fees and costs due Title Company for its services, (ii) the premium and costs for an extended coverage Title Policy, if desired by Buyer, and any endorsements as desired by Buyer; and (iii) all other costs to be paid by Buyer under this Agreement. Except as otherwise provided for in this Agreement, Seller and Buyer will each be solely responsible for and bear all of their own respective expenses, including, without limitation, expenses of legal counsel, accountants, and other advisors incurred at any time in connection with pursuing or consummating the transaction contemplated herein.

(e) All real estate taxes, assessments, rents, and profits will be prorated through Closing.

(f) Closing statements will be adjusted to reflect a transfer of any deposits for the Leases by Seller and such amount will be a credit to Buyer. If Buyer receives any Leases payments to which Seller is entitled, it will forward them to the Seller. If Seller receives Leases payments to which Buyer is entitled, it will assign and forward all such payments to Buyer. It will be Buyer's responsibility to notify tenants licensees under the Leases of the conveyance of the Property and Buyer's address for payment of rent. This Section will survive the Closing of this transaction.

(g) Any other closing costs not specifically designated as the responsibility of either party or in this Agreement will be paid by Seller and Buyer according to the usual and customary allocation by Title Company.

(h) Seller will deliver exclusive possession of the Property to Buyer at Closing, subject only to the rights of possession under the Leases.

12. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party.

13. REMEDIES. If Seller breaches this Agreement, Buyer may do the following: (i) by written notice to Seller and Title Company, cancel this Agreement and the Deposit will be paid immediately by Title Company to Buyer and, except as otherwise provided in this Agreement, neither of the parties will have any further liability or obligation hereunder; or (ii) seek specific performance against Seller; or (iii) seek any other remedies available in law or equity. All remedies are cumulative. If Buyer breaches this Agreement, as its sole remedy Seller will be entitled to retain the Deposit as Seller's agreed and total liquidated damages. Seller agrees and acknowledges that it would be difficult or impossible to determine Seller's exact damages and the liquidated damages are a reasonable estimate of such damages, and Seller hereby waives any right to seek any equitable or legal remedies against Buyer.

14. RISK OF LOSS. If the Property is materially damaged by fire or other cause or is or will be the subject of a condemnation action, the Buyer may terminate this Agreement in writing and receive a return of the Deposit.

15. ATTORNEYS' FEES. If there is any litigation to enforce any provisions or rights arising from this Agreement, the unsuccessful party in such litigation, as determined by the court, agrees to pay the successful party, as determined by the court, all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the successful party, such fees to be determined by the court.

16. NOTICES.

(a) Addresses. Except as otherwise required by law, any notice required or permitted hereunder will be in writing and will be given by personal delivery, or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below, or at such other address as a party may designate in writing pursuant hereto, or by tested electronic means with a confirmation of receipt by the party, or any express or overnight delivery service (e.g., Federal Express), delivery charges prepaid:

If to Seller: Lydia Merrill Revocable Living Trust
Attn.: David Cooper, its Idaho Regional Manager, Trust Officer
Andrea Merrell, its Co-Trustee
c/o Mike Ballantyne, TOK Commercial
Tel: (208) 947-0831
Email: mjb@tokcommercial.com

If to Buyer: Capital City Development Corporation
Attn.: John Brunelle, Executive Director
Attn.: Mary Watson, General Counsel
121 North 9th Street, Suite 501
Boise, Idaho 83702
Tel.: (208) 384-4264
Email: jbrunelle@ccdcb Boise.com
mwatson@ccdcb Boise.com

Copy: Story Commercial LLC
104 S. Capitol Blvd., Suite 201
Boise, Idaho 83703
Tel.: (208) 841-8320
Email: Jay Story, story@storycommercial.com

(b) Effective Date of Notices. Notice will be deemed to have been given on the date of deposit in the mail, if mailed or deposited with the overnight carrier, if used. Notice will be deemed to have been received on the date on which the notice is received if notice is given by personal delivery, the date of receipt by email upon confirmation of receipt, and on the second (2nd) day following deposit in the U.S. Mail, if notice is mailed. If escrow has opened, a copy of any notice given to a party will also be given to Title Company by regular U.S. Mail or by any other method provided for herein.

17. GOVERNING LAW/JURISDICTION/VENUE. This Agreement will be governed by and construed or enforced in accordance with the laws of the State of Idaho. In regard to any litigation which may arise in regard to this Agreement, the parties will and do hereby submit to the jurisdiction of and the parties hereby agree that the proper venue will be in the Fourth Judicial District of Ada County, Idaho.

18. TIME OF ESSENCE. Time is of the essence of this Agreement. However, if this Agreement requires any act to be done or action to be taken on a date which is a Saturday, Sunday, or legal holiday, such act or action will be deemed to have been validly done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday, or legal holiday, and the successive periods will be deemed extended accordingly.

19. COUNTERPARTS. This Agreement may be executed electronically and/or in any number of counterparts. Each party may rely upon any facsimile or counterpart copy as if it were one original document.

20. RECITALS AND EXHIBITS. All recitals and Exhibits to this Agreement are fully incorporated herein and made a part hereof.

21. SEVERABILITY. If any provision of this Agreement is unenforceable, the remaining provisions will nevertheless be kept in effect.

22. NO JOINT VENTURE. It is not intended by this Agreement to, and nothing contained in this Agreement will, create any partnership, joint venture or other joint or equity type agreement between Buyer and Seller. No term or provision of this Agreement is intended to be, or will be, for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation will have any right or cause of action hereunder.

23. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement will be construed as a whole and not strictly for or against any party. This Agreement may only be amended in writing signed by both parties.

24. SELLER'S ACCEPTANCE. If a fully executed Agreement has not been delivered to the parties by 5:00 p.m. M.S.T. on July 13, 2022, this Agreement shall be deemed revoked and null and void.

[End of Text; Signatures Follow]

EXECUTED EFFECTIVE as of the Effective Date.

SELLER:

BUYER:

LYDIA MERRILL REVOCABLE LIVING TRUST

THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO

DocuSigned by:
By: David Cooper
BDDFB9A63A704B5...

By: _____
John Brunelle, Executive Director

David Cooper
Idaho Regional Manager, Trust Officer
AS TRUSTEE OF LYDIA MERRILL
REVOCABLE LIVING TRUST

Date: _____

Date: 7/8/2022 | 12:28 PM MDT

DocuSigned by:
By: Andrea Merrell
06B5F7CEC545489...

Andrea Merrell, Co-Trustee
AS TRUSTEE OF LYDIA MERRILL
REVOCABLE LIVING TRUST

Date: 7/8/2022 | 10:54 AM PDT

Exhibits:

- Exhibit A – Legal Description and Property Depiction
- Exhibit B - Special Warranty Deed
- Exhibit C - Assignment and Assumption of Leases

EXHIBIT A

LEGAL DESCRIPTION AND PROPERTY DEPICTION

Lots 1 and 2 in Block 5 of Davis Addition, filed in Book 1 of Plats at Page 17, records of Ada County, Idaho

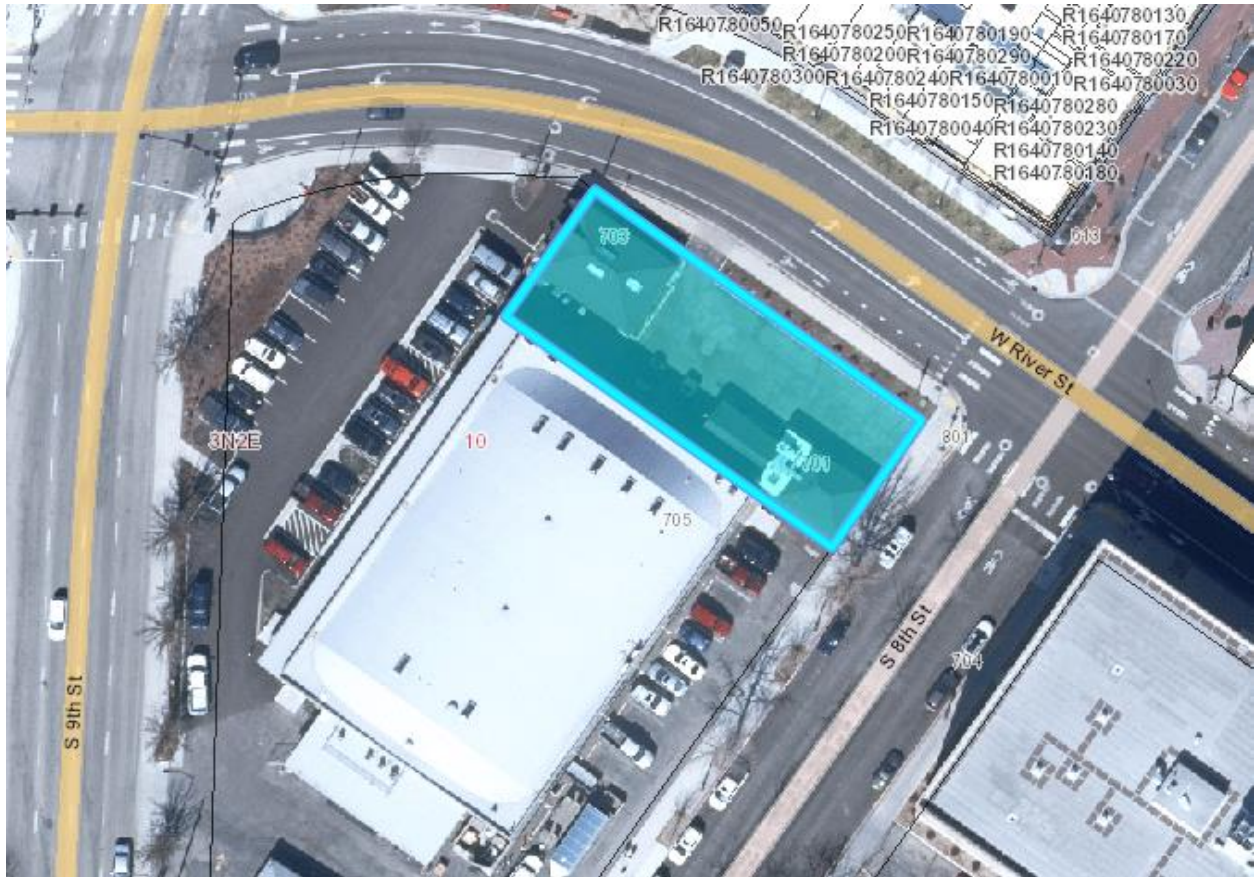


EXHIBIT B

SPECIAL WARRANTY DEED

After recording return to:

Capital City Development Corporation
121 North 9th Street, Suite 501
Boise, Idaho, 83702
Attn: Mary Watson, General Counsel

SPECIAL WARRANTY DEED

David Cooper, its Idaho Regional Manager, Trust Officer, and Andrea Merrell, Co-Trustee, AS TRUSTEE OF THE LYDIA MERRILL REVOCABLE LIVING TRUST (“**Grantor**”), with an address of _____, hereby grants, bargains, sells and conveys to 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, as amended, Chapter 20, Title 50, Idaho Code (“**Grantee**”) with an address as stated above, all of that certain real property described below (the “**Premises**”):

[to be inserted]

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or otherwise appertaining, including without limitation all estate, right, title and interest in and to the said real estate and all of the grantor’s right, title and interest in and to all streets, alleys and rights-of-way adjacent thereto.

TO HAVE AND TO HOLD the Premises, with its appurtenances unto Grantee, and Grantee's successors and assigns forever.

Grantor does hereby covenant to and with Grantee, that Grantor is the owner in fee simple of the Premises; that the Premises are free from all encumbrances created or suffered by Grantor, except those made, suffered or done by Grantee, and except (a) general taxes and assessments, including utility assessments for the current year, which are not yet due and payable, and will be prorated between Grantor and Grantee as of the date of execution of this deed; and (b) any easements, restrictions and conditions of record or shown on the recorded plat as identified on Exhibit A attached hereto and incorporated herein by reference (collectively “**Permitted Exceptions**”) for the Premises, and that Grantor will warrant and defend the same forever from all other lawful claims.

[End of Text; Signature Follows]

DATED EFFECTIVE as of the date signed below.

GRANTOR:

David Cooper, its Idaho Regional Manager, Trust Officer
AS TRUSTEE OF THE LYDIA MERRILL REVOCABLE LIVING TRUST

Andrea Merrell, Co-Trustee
AS TRUSTEE OF THE LYDIA MERRILL REVOCABLE LIVING TRUST

State of Idaho
County of Ada

This record was acknowledged before me on _____, 2022, by David Cooper, Idaho Regional Manager, Trust Officer, as Trustee of the Lydia Merrill Revocable Living Trust.

Signature of notary public
(Stamp)
My commission expires: _____

State of Idaho
County of Ada

This record was acknowledged before me on _____, 2022, by Andrea Merrell, as Co-Trustee of the Lydia Merrill Revocable Living Trust.

Signature of notary public
(Stamp)
My commission expires: _____

[Attach Exhibit A Permitted Exceptions]

EXHIBIT C

ASSIGNMENT AND ASSUMPTION OF LEASES

This Assignment and Assumption of Leases (“**Assignment**”) is made by and between David Cooper, Idaho Regional Manager, Trust Officer, and Andrea Merrell, Co-Trustee, AS TRUSTEE OF LYDIA MERRILL REVOCABLE LIVING TRUST (“**Assignor**”) and 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, as amended, Chapter 20, Title 50, Idaho Code Capital City Development Corporation, 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 (“**Assignee**”). Assignor and Assignee may be referred to as the “parties” or a “party” as the case may be.

Recitals

A. Assignor as Seller and Assignee as Buyer entered into that certain Purchase and Sale Agreement dated as of _____, 2022 (“**Purchase Agreement**”) regarding the purchase and sale of approximately 0.179 acres of real property, located in downtown Boise, Idaho and more particularly described in Exhibit A attached hereto (“**Real Property**”).

B. Pursuant to the Purchase Agreement, Assignor agreed to assign to Assignee all of Assignor’s interest as the landlord in certain Leases copies of which are attached as Exhibit B (collectively “**Leases**”).

C. Upon the closing of the sale and purchase of the Real Property as described in the Purchase Agreement (“**Closing Date**”), Assignor desires to assign, and Assignee desires to assume, all of Assignor’s right, title and interest, in the Leases, based on the terms and conditions contained herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, all of Assignor’s right, title and interest, as lessor, in, to and under the Leases.

2. Assumption. Assignee hereby assumes all of Assignor’s right, title and interest, in, and benefit of, the Leases, and obligations imposed upon Assignor as lessor under the Leases accruing or arising on or after the Closing Date.

3. Indemnification. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from any loss or liability resulting from any breach by Assignor of its obligations as lessor under the Leases occurring prior to the Closing Date. Assignee hereby agrees to indemnify, defend and hold Assignor harmless with respect to any loss or liability resulting from any breach by Assignee of its obligations as lessor under the Leases occurring from and after the date of the Closing Date.

4. Security Deposits/Rents. Concurrently herewith, Assignor has delivered to Assignee all deposits held by Assignor, as lessor, under the Leases, and Assignee acknowledges receipt of the same. If Assignee receives any Lease payments to which Assignor is entitled, it will forward them to Assignor. Likewise, if Assignor receives any Leases payments to which Assignee is entitled, it will assign and forward all such payments to Assignee. It is Assignor's responsibility to notify licensees under the Leases of the conveyance of the Real Property and Assignee's address for payment of rent.

5. Miscellaneous. The recitals and exhibit are incorporated herein by reference and made a part hereof. This Agreement contains the entire agreement between the parties hereto and supersedes and replaces all prior agreements, negotiations or understandings, written or oral, with respect to the subject matter hereof. This Agreement may only be amended or terminated in writing signed by the parties. This Agreement may be executed in counterparts which when such counterparts are together will constitute the one and same Agreement. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Idaho. In the event any person initiates or defends any legal action or proceeding to enforce or interpret the terms of this Agreement, the prevailing party of such action or proceeding shall be entitled to recover from the losing party its reasonable attorney's fees and costs, including attorney's fees and costs on any appeal.

EXECUTED EFFECTIVE as of the Closing Date.

Assignor:

Assignee:

David Cooper, Idaho Regional Manager,
Trust Officer
AS TRUSTEE OF LYDIA MERRILL
REVOCABLE LIVING TRUST

THE URBAN RENEWAL AGENCY OF
BOISE CITY, IDAHO, ALSO KNOWN AS
CAPITAL CITY DEVELOPMENT
CORPORATION, an independent public
body, corporate and politic

Andrea Merrell, Co-Trustee
AS TRUSTEE OF LYDIA MERRILL
REVOCABLE LIVING TRUST

By: _____
John Brunelle, Executive Director

[Attach Exhibit A – Copies of Leases]



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AGENDA BILL

<p>Agenda Subject: CONSIDER: Resolution 1756 Approving the Contract for the Old Boise Blocks on Grove Street Streetscapes Improvements Project – Design Development, Construction Documents and Construction Administration Services.</p>	<p>Date: July 11, 2022</p>
<p>Staff Contact: Karl Woods Senior Project Manager</p> <p>Kathy Wanner Contracts Manager</p>	<p>Attachments: A. Resolution No.1756 B. Task Order 19-007</p>
<p>Action Requested: Adopt Resolution No.1756 approving Jensen Belts Associates Task Order 19-007 for the Old Boise Blocks on Grove Street Streetscapes Improvements Project - Design Development, Construction Documents and Construction Administration Services.</p>	

Fiscal Notes:

The project’s FY2022 approved budget and forecasted FY2023 budget sufficiently fund the Task Order 19-007 not-to-exceed amount of \$354,369.

To prepare for any unforeseen changes that may affect the project’s design budget, Resolution No.1756 authorizes a 10% contingency. CCDC will pay Jensen Belts Associates based on time and materials, with hourly rates not to exceed those on file with CCDC.

Background:

In 2020, through an inclusive process, CCDC created opportunities for property owners, stakeholders and the general public to articulate a coherent, collaborative vision for the redevelopment of the Old Boise Blocks on Grove Street neighborhood. The culmination of the effort was The Redevelopment Strategy Vision Report which identified recommended investments in the neighborhood including the Old Boise Blocks on Grove Streetscape Improvement Project.

In February 2021, the Agency’s Board of Commissioners approved Resolution 1692, which approved Jensen Belts Associates as the Landscape Architect of Record for the project and approved Task Order 19-003 for the scope of work including urban design, schematic design and Design Review approval for streetscape improvements for the portion of Grove Street between 3rd and 6th Streets.

By working closely with stakeholders and Agency Partners, the team produced a design for the project which was submitted for Design Review with the City of Boise on June 10, 2022. Design Review approval is anticipated in early July 2022. The next step in the Jensen Belts Associates team's contract will allow them to take the project from Design Review level drawings through construction completion.

The project includes a full right of way reconstruction from 6th Street to 3rd Street. The reconstruction includes streetscape improvements to provide placemaking, improve safety and support economic vitality, utility upgrades to ensure the longevity of improvements, fiber optic conduit expansion in collaboration with City of Boise and a full road reconstruction in partnership with ACHD.

Task Order 19-007 for Jensen Belts Associates includes professional services to progress the project through completion, including design development, construction document production, bidding and negotiations assistance and construction administration services. Agency staff have negotiated the scope of service and proposed fee that is included in Task Order 19-007.

Staff Recommendation:

Adopt Resolution No.1756 approving Jensen Belts Associates Task Order 19-007 for design development, construction documents, and construction administration services for the Old Boise Blocks on Grove Street Streetscapes Improvements Project.

Suggested Motion:

I move to adopt Resolution No. 1756 approving Jensen Belts Associates Task Order 19-007 for the Old Boise Blocks on Grove Street Streetscapes Improvements Project - Design Development, Construction Documents and Construction Administration Services.

RESOLUTION NO. 1756

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING TASK ORDER 19-007 WITH JENSEN BELTS ASSOCIATES FOR DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE OLD BOISE BLOCKS ON GROVE STREET STREETScape IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE TASK ORDER 19-007; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively the "Act"), 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, in December 2020 the Agency used a Request For Qualifications ("RFQ") process to select and contract with Jensen Belts Associates to provide the necessary design

services for the Agency’s planned Old Boise Blocks on Grove Street Streetscape Improvements Project (the “Project”); and,

WHEREAS, upon approval of Resolution 1692 by its Board of Commissioners on February 8, 2021, the Agency entered into Task Order 19-003 with Jensen Belts Associates to act on the Agency’s behalf as the Landscape Architect of Record for the Project for a scope of work involving urban design, schematic design, and Design Review approval from the City; and,

WHEREAS, Jensen Belts Associates has completed the scope of work for Task Order 19-003 with completion of the design review package submitted to the City on June 10, 2022; and,

WHEREAS, the Agency and Jensen Belts Associates desire to advance the Project through construction; and,

WHEREAS, Jensen Belts Associates has submitted a proposal to the Agency for the following professional design services involved in the Project: design development, construction documents, and construction administration; and,

WHEREAS, attached hereto as Exhibit A, and incorporated herein as if set forth in full, is Task Order 19-007 and exhibits thereto (“Agreement”) with Jensen Belts Associates whereby Jensen Belts Associates will complete the professional services necessary to bring the Project through completion as described therein; and,

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve Task Order 19-007 with Jensen Belts Associates and to authorize the Agency Executive Director to execute same.

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

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

Section 2: That Task Order 19-007 between the Agency and Jensen Belts Associates, attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

Section 3: That the Agency Executive Director is hereby authorized to execute Task Order 19-007 with Jensen Belts Associates for an amount not to exceed THREE HUNDRED FIFTY FOUR THOUSAND THREE HUNDRED SIXTY-NINE DOLLARS (\$354,369), and further, is hereby authorized to execute all necessary documents required to implement Task Order 19-007, subject to representation by Agency legal counsel that all necessary conditions have been met.

Section 4: That the Agency Executive Director is hereby authorized to expend funds for professional design services detailed in Task Order 19-007 plus up to 10% of that amount for contingencies if determined necessary in his best judgment.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on July 11, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on July 11, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary



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

TASK ORDER #19-007

*Please use the Project Name and **PO# 210027** number on all project-related invoices.*

TO: Kimberly Siegenthaler, Principal
Jensen Belts Associates, PLLC (“CONSULTANT”)
1509 South Tyrell Lane, Suite 130
Boise, Idaho 83706
208-343-7175
kim@jensenbelts.com

FROM: John Brunelle, Executive Director
Capital City Development Corporation (“CCDC”)
121 N. 9th Street, Suite 501
Boise, Idaho 83702
208-384-4264
jbrunelle@ccdcoise.com

ORIGINAL AGREEMENT: 2019-2024 On-Call Professional Services Agreement

AGREEMENT DATE: June 3, 2019

TASK ORDER DATE: _____

NOT TO EXCEED: **\$354,369**

1. PROJECT NAME: Old Boise Blocks on Grove Street Streetscape Improvement Project – Design Development, Construction Documents, and Construction Administration

2. PROJECT DESCRIPTION:
CCDC has an on-going program of constructing streetscapes in downtown Boise to create a network of pedestrian-friendly streets and a distinctive identity for the downtown area and desires CONSULTANT to provide the Design Development, Construction Documents, and Construction Administration (DD/CD/CA) design phases for the Old Boise Blocks on Grove Street Streetscape Improvement Project.

CONSULTANT will coordinate the Scope of Services with specific SUBCONSULTANTS who will perform certain tasks, including urban design oversight, civil engineering and testing, electrical engineering, and structural engineering as detailed in Exhibit A.

3. SERVICES TO BE PERFORMED (“Scope of Services” or “Scope”)

CONSULTANT shall perform the Scope of Services as described in CONSULTANT’S proposal dated July 5, 2022, attached hereto as Exhibit A. CONSULTANT’S proposal includes proposed services from the SUBCONSULTANTS which are expressly included in this Scope of Services.

4. SUBCONSULTANT(S)

CONSULTANT intends to hire the following SUBCONSULTANTS to complete the Scope of Services: ZGF Architects, LLC; Quadrant Consulting, Inc.; Musgrove Engineering P.A.; Ally Structural Consulting, LLC; and Strata, Inc.

- (a) CCDC hereby approves the listed companies as SUBCONSULTANTS to this Task Order. CONSULTANT shall require the SUBCONSULTANTS to obtain at their sole cost and expense and thereafter maintain for the term of this Task Order at least the minimum insurance coverages set forth below. Payment for services of the SUBCONSULTANTS shall be the CONSULTANT’S responsibility.
- (b) Prior to performance of services, SUBCONSULTANTS shall provide evidence in the form of insurance certificate(s) to CONSULTANT that SUBCONSULTANTS has the following insurance coverages:
 - (1) SUBCONSULTANTS shall maintain in full force and effect worker’s compensation and employer’s liability insurance as required by applicable law or regulation.
 - (2) SUBCONSULTANTS agree to obtain and keep in force during the term of this Agreement an occurrence-based (rather than a claims-made based) commercial general liability insurance policy with minimum coverage of \$1,000,000 per occurrence, and a minimum aggregate policy limit of \$2,000,000. The commercial general liability insurance policy shall name CCDC as an Additional Insured and protect its officers, agents and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with each SUBCONSULTANT’S negligence during the performance of this Agreement.
 - (3) SUBCONSULTANTS agree to obtain and keep in force during the term of this Agreement a professional liability insurance policy with minimum coverage of \$1,000,000 per claim and a minimum aggregate policy limit of \$1,000,000.
- (c) CONSULTANT shall keep copies of the SUBCONSULTANTS’ insurance certificates on file for at least one (1) year following completion and acceptance of the services performed under this Task Order and shall provide the insurance certificate(s) to CCDC within seven (7) days if so requested by CCDC.

5. COST; INVOICES

CCDC shall pay CONSULTANT for all services performed under this Task Order based on the Scope shown in attached Exhibit A. The total amount paid for this Task Order shall not exceed **THREE HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED SIXTY-NINE DOLLARS (\$354,369)**. CCDC shall pay CONSULTANT based on time and materials, with hourly rates not to exceed those on file with CCDC. CONSULTANT is responsible for all payments to SUBCONSULTANTS, which shall be consistent with the not to exceed pricing included in Exhibit A. CONSULTANT shall not incur charges for the Scope of Services in excess of the not-to-exceed amount for this Task Order without the prior written approval from CCDC.

- (a) Reimbursable Expenses. Reimbursable expenses shall include general out-of-pocket expenses such as long-distance telephone charges, copying expenses, overnight or standard mailing expenses, and travel-related expenses and shall be billed to CCDC at the actual cost to CONSULTANT with no markup. Reimbursable expenses are included in this Task Order’s not-to-exceed amount of \$359,369.
- (b) Notice Required Prior to Overages. CONSULTANT shall notify CCDC if, due to unforeseen circumstances, CONSULTANT anticipates that costs for the Scope of Services are expected to exceed the not-to-exceed limit set for a request. CCDC will determine in its sole judgment if an amendment to the not-to-exceed limit is appropriate. Any amendment must be approved by CCDC in writing prior to the CONSULTANT incurring costs in excess of the not-to-exceed limit.
- (d) Invoices. CONSULTANT shall submit monthly invoices to CCDC for payment. Monthly invoices shall be in a format acceptable to CCDC and shall include the **PO# 210027** on the invoice. Each invoice shall specify charges as they relate to the tasks in the Scope of Services. Each invoice also shall specify current billing and previous payments, with a total of cost incurred and payments made to date.

6. SCHEDULE

CONSULTANT shall begin work upon execution of this Task Order and work diligently toward completion of work (phased if necessary), with such completion as listed below and further outlined in Exhibit A.

- Design Development – (60% CD’s) August 22, 2022
- Permit Set (99% CD’s) October 3, 2022
- Permit and Bidding November 28, 2022
- Construction Administration Services June 12, 2023

7. DELIVERABLES / COPIES OF PRODUCTS

CONSULTANT shall submit the deliverables for each task described in the attached Exhibit A to CCDC in a manner approved by CCDC. CONSULTANT shall submit revised work products if requested by CCDC.

8. ANTI-BOYCOTT AGAINST ISRAEL

In accordance with Idaho Code Section 67-2346, CONSULTANT, by entering into this Task Order 19-007, 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.

9. CONTRACT TERMS

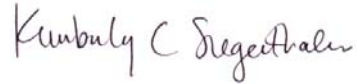
Terms of the on-call Agreement between CCDC and CONSULTANT shall remain in effect and apply to the services performed and work products created under this Task Order, which Agreement was signed by the Parties with an effective date of June 3, 2019.

End of Task Order #19-007 | *Signatures appear on next page.*

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Task Order as of the date last written below.

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT
JENSEN BELTS ASSOCIATES



John Brunelle, Executive Director

Kim Siegenthaler, Principal

Date: _____

Date: 07/05/2022

EXHIBIT

A: CONSULTANT's Proposal dated July 5, 2022

Budget Info / For Office Use	
Fund/District	302
Account	6250
Activity Code	20007
PO #	210027
TO Term	June 30, 2023

EXHIBIT A

July 5, 2022

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



Re: **Old Boise Blocks on Grove Street – Streetscape Improvement Project
Proposal for Consultant Services (DD/CD/CA Phases – Tasks 3-6)**

Dear Mr. Woods:

I am pleased to respond with this proposal for the remaining scope of work design tasks as set forth in the Old Boise Blocks on Grove Street – Streetscape Improvement Project RFQ.

- Task 3: Design Development (60% CDs)
- Task 4: Permit Set (99% CDs)
- Task 5: Project Permit & Bidding
- Task 6: Construction Administration Services

The proposal considers the efforts of the following team members:

- Jensen Belts Associates (JBA): Prime Consultant providing all Administrative and Landscape Architectural technical services
- ZGF Architects: Urban Design/Design Lead Landscape Architect
- Quadrant Consulting, Inc. (QCI): Civil Engineering / Survey
- Musgrove Engineering: Electrical Engineering
- Ally Structural: Structural Engineering
- Strata, Inc.: Geotechnical Engineering

PROJECT DESCRIPTION

The project area is composed of the Grove Street public right-of-way between 3rd Street and 6th Street. Over the past year, the Design Team has created a vision through multiple stakeholder workshops and specific focus group outreach to design a distinctive shared street and urban space that will celebrate the historic culture of the area, focus on the shared public environment, explore sustainable strategies, and provide a venue for community events. The project has incorporated ideas contained in the vision report and CCDC's Capital Improvement Plan. All the key components of the project, as outlined in the CCDC RFQ have been considered and included in the conceptual design (public engagement, public art inclusion, utility infrastructure upgrades and coordination, and coordination with adjacent development). The Design Team will now move forward with Task 3-6 to make the concept a reality through the process of design development, construction documents, agency approvals, and implementation.

BUDGET

As stated in the CCDC RFQ, the project budget is \$3.4M including soft costs. CCDC has procured Guho Corp. as Construction Manager/General Contractor (CM/GC) to assist in managing the budget and construction schedule.

SCHEDULE

The design team will work to deliver the following within the anticipated timeline (dependent on agency reviews and approvals):

TASK 3: Design Development (60% CDs)	7/11/22 – 8/22/22 (6 weeks)
• 60% CD Review Package	8/22/22
• CMGC 60% Construction Estimate	9/5/22 (2 weeks)
TASK 4: Permit Set (99% CDs)	8/22/22 – 10/3/22 (6 weeks)
• Permit Set Package	
○ Submit 99% CD Package to ACHD for Permit	10/3/22
○ 8-week review/approval	11/28/22 (ACHD Approval)*
• Final CMGC Construction Estimate	11/17/22
TASK 5: Permit and Bidding	10/3/22 – 11/28/22 (8 weeks)
• Guho Bid Packages to Subcontractors	
• CCDC approval of GMP	
TASK 6: Construction Administration Services	11/28/22- 6/12/23 (28 weeks)
• Construction Begin – December 2022	
• Construction Substantial Completion – June 2023	

*Refinement of agency review schedule to be determined.

Team will work toward an advanced Canal Package to begin work on the Boise City Canal by October 2022, if possible.

SCOPE OF SERVICES

Fees Task 1-2 as stated in CCDC's Old Boise Blocks on Grove Street – Streetscape Improvement Project RFQ have been approved by CCDC in Task Order #19-003 and completed by the design team. This proposal includes fees and scope for the remainder Tasks 3-6 as stated in CCDC's Old Boise Blocks on Grove Street – Streetscape Improvement Project RFQ.

The following outline considers that the Jensen Belts Associates will collaborate with the design team, CCDC, ACHD, Boise City, related utility companies, and the property owners in the finalization of construction documents and implementation of a well-accepted site design including all authorities having jurisdiction permits approvals and permits. JBA will manage the working coordination with ZGF for vision implementation of the Old Boise Blocks on Grove Street Streetscape features. JBA will provide oversight for all design team members.

Below are the proposed task fees for the DD/CD/CA Phases. See page 3 of this proposal for a breakdown of fee for each consultant and attached consultant proposals. JBA fees include all reimbursable expenses including reproductions, copies of large format plans, mileage, and courier fees (as required).

Task 3 – Design Development (60% CD Set) **JBA Scope \$36,380.00**

Jensen Belts Associates will lead and assist the Design Team to refine the concept design into a 60% Design Development Package. This includes:

- Preparing plan sheets and detail sheets of site features, grading, electrical, mechanical, pedestrian and vehicular circulation, street furniture, lighting, paving material, grading, drainage, suspended pavement systems, landscaping and irrigation.
- Preparing a complete set of draft project specifications.
- Attending regular meetings and coordination with the Owners and CMGC
- Coordinating with AHJ's and surrounding stakeholders as needed
- Conducting an Owner review of the 60% Set for approval
- Submitting the 60% Set to CMGC and aiding in the development of a 60% cost estimate for approval.
- Assist the preparation of a license agreement(s) for Boise City Canal Company as needed.
- Providing support materials for Arts & History Commission Public Art call for artist as needed.
- Coordination with ZGF to aid in DD set production to help preserve design intent.

Task 4 – Construction Document Permit Set (99% CD Set) **JBA Scope \$35,640.00**

Jensen Belts Associates will lead and assist the Design Team to advance the Design Development set to 99% complete Contract Construction Documents for use in permitting and bidding. This includes:

- Incorporating of 60% Owner review comments into the Contract Documents
- Completing the technical drawing set
- Completing the specifications
- Attending regular meetings with the Owners and CMGC
- Coordinating with AHJ for pre-application requirements, and surrounding stakeholders on final design decisions
- Conducting a final 90% set owner review and updating the documents per review comments received from the Owners
- Coordination with ZGF to review Permit Set to help preserve design intent

Task 5 – Project Permit and Bidding **JBA Scope \$ 4,840.00**

Jensen Belts Associates will lead and assist the Design Team to obtain the necessary permits and approvals for the construction of the project. On behalf of CCDC, JBA and the Design Team will submit the drawings, documents, and specifications to all necessary AHJs. This includes:

- Submitting Contract Documents to City of Boise PDS for permit approval
- Submitting Contract Documents to ACHD for development permit approval

Jensen Belts Associates and the Design Team will provide assistance to the CMGC and CCDC in competitively bidding the proposed work. This includes:

- Providing drawings and specifications
- Answering questions during bidding and preparing any bidding addenda
- Assisting CMGC and CCDC staff in assessing bid proposals
- Providing any other standard bidding services, as requested
- Coordination with ZGF to review Permit Set to help preserve design intent

Task 6 – Construction Administration Services **JBA Scope** **\$ 21,120.00**

Jensen Belts Associates will lead and assist the Design Team to provide construction administration services throughout the durations of the CMGC Construction Contract. This includes:

- Conducting a pre-construction conference
- Routine on-site observation of construction progress, contractor’s performance, and adherence to the design
- Administering material and product submittals, RFIs, ASI’s, change orders, substitution requests, and shop drawings
- Rendering any interpretation or clarification necessary for the proper execution or progress of construction
- Documenting for CCDC all site visits and communications with the contractor
- Upon contractor request, conducting walk-through and preparing a ‘punch list’ of items to be corrected and/or completed
- Providing final completion observation and certification
- Reviewing the payment requests and transmitting to CCDC for final authorization and payment
- Incorporating contractor ‘as-built’ markups into ‘record drawings’ once construction is complete and provide CCDC with the digital files and two (2) full-size printed sets
- Coordination with ZGF on any construction related issues to help maintain design intent

Consultant Team Fee Breakdown:

Jensen Belts Associates **Proposed Fee \$ 97,980.00**

JBA will invoice on an hourly, not-to-exceed basis. Work beyond these hours will be completed as additional services only with prior CCDC approval. If work proceeds faster than anticipated, a lower fee will result.

ZGF (see attached proposal) **Proposed Fee \$ 79,560.00**

ZGF Fee Breakdown:

Task 3 – Design Development	\$ 48,030.00
Task 4 – Construction Documents	\$ 26,910.00
Task 5 – Project Permit and Bidding	\$ 0.00
Task 6 – Construction Administration	\$ 4,620.00
Total	\$ 79,560.00

Quadrant Consulting, Inc. (see attached proposal) **Proposed Fee \$ 176,829.00**

Quadrant Fee Breakdown:

Task 3,4,&5 - Civil Design/CDs/Permitting	\$ 86,900.00
Task 6 – Construction Administration	\$ 19,700.00
Constriction Staking	\$ 16,200.00
Reimbursable Expenses	\$ 1,000.00
Total	\$ 123,800.00

Subconsultants:

Ally Structural	\$ 14,400.00
Musgrove Engineering (Electrical)	\$ 14,900.00
Strata	\$ 23,729.00

TOTAL PROPOSED FEES **Proposed Fee (Hourly, Not-To-Exceed) \$ 354,369.00**

The proposed fee is for an hourly, not-to-exceed amount. JBA will provide monthly invoicing for work completed during the billing period. Printing and reproduction expenses will be included, and at actual cost.

ASSUMPTIONS

This proposal is based upon certain assumptions. We respectfully reserve the right to renegotiate due to conditions outside of these assumptions. Assumptions are:

1. Compliance with Americans with Disabilities Act (ADA, 1990) will occur only within project limits to the point of adjacent matchups.
2. Environmental concerns will be addressed and may alter schematic design and preliminary cost estimates. Changes in design related to environmental concerns may result in additional services.
3. No improvements will be required beyond the defined project limits.

The design team looks forward to continuing the work on the Old Boise Blocks on Grove Street Streetscape Improvement Project. Should the work scope and schedule meet with your approval, please facilitate a task order for DD/CD/CA Package at your earliest convenience.

Sincerely,
JENSEN BELTS ASSOCIATES, PLLC



Kimberly C. Siegenthaler
Principal

Old Boise Grove St. Streetscape Task Hourly Estimate

Capital City Development Corporation

Date: 6/17/2022



HOURLY BREAKDOWNS-	HOURLY RATE	ESTIMATE OF TIME	COST
River Myrtle District:		948	\$97,980.00
TASK THREE: DESIGN DEVELOPMENT (60% CDs)			\$36,380.00
<i>Streetscape - Senior Landscape Architect (Layout, Planting, Irrigation, Details)</i>			
Grove Street - 6th to 5th Street	\$110.00	40	\$4,400.00
Grove Street - 5th to 4th Street	\$110.00	24	\$2,640.00
Grove Street - 4th to 3rd Street	\$110.00	24	\$2,640.00
<i>Streetscape - Landscape Architect CAD (Layout, Planting, Irrigation, Details)</i>			
Grove Street - 6th to 5th Street	\$80.00	40	\$3,200.00
Grove Street - 5th to 4th Street	\$80.00	30	\$2,400.00
Grove Street - 4th to 3rd Street	\$80.00	30	\$2,400.00
ZGF Design Development - Design Intent Coord.	\$110.00	30	\$3,300.00
City Coordination (Forester, Lighting, Parking, etc)	\$110.00	8	\$880.00
Preliminary Cost Estimates - Coord w/ CMGC	\$110.00	12	\$1,320.00
Demolition Plans (Coord.)	\$110.00	8	\$880.00
Civil Site Plans (Coord.)	\$110.00	24	\$2,640.00
Electrical Plans (Coord.)	\$110.00	24	\$2,640.00
DD Document Package	\$110.00	16	\$1,760.00
Meetings (Design Team, Stakeholders, Agencies)	\$110.00	24	\$2,640.00
Project Correspondence	\$110.00	24	\$2,640.00
		358	
TASK FOUR: PERMIT SET (99% CDs)			\$35,640.00
<i>Streetscape - Senior Landscape Architect (Layout, Planting, Irrigation, Details)</i>			
Grove Street - 6th to 5th Street	\$110.00	30	\$3,300.00
Grove Street - 5th to 4th Street	\$110.00	20	\$2,200.00
Grove Street - 4th to 3rd Street	\$110.00	20	\$2,200.00
<i>Streetscape - Landscape Architect CAD (Layout, Planting, Irrigation, Details)</i>			
Grove Street - 6th to 5th Street	\$80.00	50	\$4,000.00
Grove Street - 5th to 4th Street	\$80.00	30	\$2,400.00
Grove Street - 4th to 3rd Street	\$80.00	30	\$2,400.00
Demolition Plans (Coord.)	\$110.00	8	\$880.00
Civil Site Plans (Coord.)	\$110.00	24	\$2,640.00
Electrical Plans (Coord.)	\$110.00	24	\$2,640.00
ZGF Final Design - Design Intent Coord.	\$110.00	30	\$3,300.00
Project Manual/Technical Specifications	\$110.00	24	\$2,640.00
Assemble Document Package	\$110.00	16	\$1,760.00
Final Design Meetings	\$110.00	24	\$2,640.00
Project Correspondence	\$110.00	24	\$2,640.00
		354	
TASK FIVE: PERMIT / BIDDING			\$4,840.00
Boise City Permits / Coordination	\$110.00	8	\$880.00
ACHD ROW Permit -Assist Civil	\$110.00	4	\$440.00
ACHD License Agreement -Assist Civil	\$110.00	2	\$220.00
Assist Bidding Process/Addendums	\$110.00	8	\$880.00
Pre-Bid & Bid Opening Meetings	\$110.00	6	\$660.00
Project Correspondence/Management	\$110.00	16	\$1,760.00
		44	
TASK SIX: CONSTRUCTION ADMINISTRATION			\$21,120.00
Pre-Construction Meetings	\$110.00	8	\$880.00
Weekly on-site construction coordination	\$110.00	64	\$7,040.00
Design Clarifications/RFI's	\$110.00	40	\$4,400.00
Change Orders/Request for Payments	\$110.00	16	\$1,760.00
CA Project Management/Correspondence	\$110.00	40	\$4,400.00
Project Close-Out	\$110.00	24	\$2,640.00

Subject:

June 2022 OBB task 3-6 proposal for consultant services-ZGF



ZIMMER GUNSUL FRASCA ARCHITECTS LLP

This form is to be used as a formal authorization request to the Client

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

Proposal for Consultant Services (DD/CD/CA Phases – Tasks 3-6)			
Client Name:	Capital City Development Corporation (CCDC)		
Project Name:	Old Boise Blocks on Grove Street – Streetscape Improvement Project		
Base Project No.:	P23632.gsw		
Are subconsultants involved:		NO	
If yes, which ones:			
Scope of Work:			
Task 3 Design Development (60% CD set)		ZGF scope \$48,030	
1. Design and coordinate with stone supplier/mason, civil engineer on seating stacks and arrangements 2. Review and coordinate with AHJ's and key stakeholders* 3. Prepare plan layout, cross sections and detail sheets for DD submission 4. Design and coordinate key design elements <ul style="list-style-type: none"> A. Stone seating and steps B. Street tree, planting area and ground treatment C. Power bollard and removable bollard: coordinate with electrical engineer and event organizers D. Paving articulation, art and history integration 5. Coordinate and support Arts & History Commission Public Art process 6. Attend weekly team and coordination meetings			
Task 4 Construction Document Permit Set (99% CD Set)		ZGF scope \$26,910	
7. Incorporate 60% Owner's review comment 8. Complete technical drawing on key design elements 9. Coordinate and review Permit Set drawing 10. Coordinate and support Arts & History Commission Public Art process 11. Attend weekly team and coordination meetings			
Task 5 Project Permit and Bidding		ZGF scope \$0	
Task 6 Construction Administration Services		ZGF scope \$4,620	
12. Assist JBA to review RFI, product submittals, change order, substitution request and shop drawings.			
* assumed up to (3) AHJ and key stakeholders meetings for Task 3. Any additional stakeholder meetings and presentation material will be on an as-needed, hourly basis.			
Scope of Work compensation or ROM:		ZGF scope \$79,560	
Task 3: 288 hours at \$165/hour design/production/coordination/meeting/review time. 2 hours at \$255/hour ZGF Principal level QAQC Task 4: 160 hours at \$165/hour design/production/coordination/meeting/review time, 2 hours at \$255/hour ZGF Principal level QAQC Task 5: 0 hours assigned Task 6: 28 hours at \$165/hour coordination/meeting/review time			
Attachments:			
ZIMMER GUNSUL FRASCA ARCHITECTS Debbie Chow		CLIENT NAME	
Signature		Signature	
Date: June 16, 2022		Date:	

June 15, 2022

Jensen-Belts Associates
Attn: Kim Siegenthaler
1509 S Tyrell Lane, Ste 130
Boise, ID 83706

**RE: Old Boise Blocks on Grove Street – Streetscape Improvement Project
Proposal for Consultant Services (DD/CD/CA Phases – Tasks 3-6)**

Dear Ms. Siegenthaler:

We are pleased to present you with this proposal to provide civil design and construction administration services for the above named project. It is our understanding that the scope of the proposed project includes the areas shown in the design review submittal dated 3/5/22. Our proposed scope of services with costs is provided below.

- **Task 3,4, & 5 - Civil Design/Permitting/Construction Documents (\$86,900)**
 - Conference with ACHD to obtain approval of Design Review plans prior to starting civil design.
 - Demolition plan
 - Grading and drainage design
 - Utilities design
 - GSI design
 - Civil design
 - Boise City Canal design
 - Technical specifications
 - ACHD permit submittal
 - Boise City permit submittal
 - Address ACHD and Boise City plan review comments
 - Stormwater Pollution Prevention Plan
 - Project manual review

- **Task 6 - Construction Administration (\$19,700)**
 - Pre-construction conference
 - Weekly construction meetings
 - Submittal reviews
 - Site visits/field meetings
 - Coordinate special inspections and geotechnical testing
 - Review test reports
 - Project close-out
 - Preparation of as-built record drawings

The construction administration fee is based on the project being constructed in 28 weeks and being completed by May 2023. Based on previous experience with similar projects, this fee can vary considerably depending upon the final design and construction schedule. We reserve the right to adjust the fee once the project has been permitted and a more defined construction administration scope of work has been developed.

- **Construction Staking (\$16,200)**
 - Saw cut line
 - Light poles
 - Trees
 - Water Feature
 - Art Feature
 - Curb and gutter layout at 25-foot intervals
 - Other significant above ground infrastructure including water meters, power cabinets, major electrical junction boxes, etc.

- **Reimbursable Expenses (\$1,000)**
 - ACHD review fees (\$500)
 - Reproductions
 - Mileage
 - Courier fees
 - Copies of large format plans

QCI ESTIMATED MAXIMUM FEE: (\$123,800)

STRUCTURAL ENGINEERING (\$14,400)

QCI will contract with Ally Structural Consulting to provide an engineering design for the Boise City Canal concrete manhole access structures. The proposal to perform this work as provided by Ally is attached.

ELECTRICAL ENGINEERING DESIGN (\$14,900)

QCI will contract with Musgrove Engineering to provide an engineering design for the electrical systems and equipment required for the implementation of street lighting throughout the extent of the project. This design will generally include sufficient plans and specifications to provide for the demolition of existing infrastructure as appropriate, and installation of new infrastructure per the layouts approved in the Design Review plans for the project areas. Further specifics related to Musgrove Engineering's scope of work is provided in their attached proposal.

GEOTECHNICAL TESTING ESTIMATE (\$23,728.80)

Strata will provide professional construction inspections, as required for the project. They provide the expertise to complete construction quality assurance tasks (i.e. compaction testing, concrete inspections, special inspections) during project implementation. Based on previous experience with similar projects, this fee can vary considerably depending upon the final design. We reserve the right to adjust the fee once the project has been permitted and clear scope of work has been developed. Further specifics related to Strata's scope of work is provided in their attached proposal.

TOTAL FEE (\$176,828.80)

Quadrant Consulting proposes to complete all work outlined in this proposal on a Time and Materials basis for the above estimated maximum fee in accordance with the provisions of our Master Contract with Capital City Development Corporation dated June 11, 2019. Based on previous experience with Streetscape projects, we anticipate that currently unknown issues and/or project modifications will affect our overall project scope. Therefore, we respectfully reserve the right to re-allocate project costs as needed between the several line item costs provided.

ASSUMPTIONS

This proposal is based on certain assumptions. Should any of these assumptions be incorrect, we reserve the right to renegotiate the above contract amounts. Our assumptions include the following:

1. No improvements will be required beyond the defined project limits.
2. Compliance with Americans with Disabilities Act (ADA, 1990) will occur only within project limits to the point of adjacent match lines.
3. Environmental concerns do not exist at the site that will require remediation or provide conditions adverse to the proposed use.
4. The project will be permitted as one phase as previously discussed. We reserve the right to adjust the fee if the project is phased to a greater extent and more than two agency submittals are required.
5. Boise City review fees are based on project valuation and are not included in this proposal.
6. All necessary permit and application fees, including any fees levied by governmental agencies, are the responsibility of others unless noted otherwise in this proposal.

We appreciate the opportunity to present you with this proposal and look forward to working with you on this project. If this proposal is acceptable, please indicate your acceptance by signing below and returning a copy to our office. If you have any questions or concerns, please feel free to call me at 208-342-0091.

Sincerely,
QUADRANT CONSULTING, INC.

Ricardo Zavala

Ricardo Zavala, PE
Principal/Project Engineer

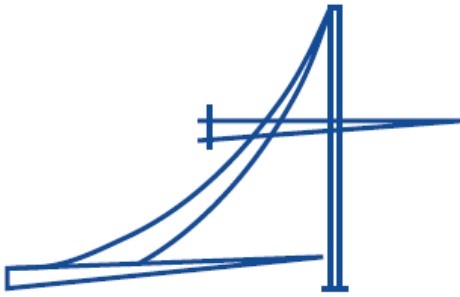
PROPOSAL ACCEPTED

Authorized Signature

Date

Agreement

Agreement# A-000325



Ally Structural Consulting, LLC
3778 Plantation River
Suite 102
Boise 83703

Client
Quadrant Consulting
1904 W. Overland Rd
Boise
83705 Idaho

Date : 01-26-2021
Project Name : Old Boise Grove Streetscape
Project : 21-008.CD-QC-Old Boise Block Grove Street
Project Location : Boise, ID

Scope & Description	Cost
Consulting Hourly As Requested Up To 20 Hours: -Attending design and site meeting(s) -Minor structural design work including calculations and drawings/sketches -Assessment Letter(s)	3,000.00
Construction Documents Fixed Fee- Stamped structural calculations Stamped structural drawings Up to 2 Design meetings Respond to peer review comments	9,000.00
Construction Administration Hourly Not To Exceed- Respond to contractor requests for information Up to (2) site observation visits Shop drawing/submittal review	2,400.00

Project Description

This project includes the design of four concrete culvert transition boxes and general consulting for unanticipated scope. The unanticipated scope is expected to be minor, and significant design work will require a separate agreement.

Terms & Conditions

The hourly rate for this project shall be \$150/hour. Payment will be due within 30 days upon receipt. A one and one-half percent (1 ½%) per month interest charge, which is eighteen percent (18%) per year, will be assessed on all past due invoices. In the event that legal action or the services of a collection agency are taken to secure payment of fees due for this project, the Client agrees to pay reasonable legal or collection fees, which may be incurred. All work that is not covered in the Description of Work will be considered extra services and will be billed as such per our hourly rate schedule.

Please return a signed copy of this agreement to Ally Structural Consulting so that we may begin work on your project. Thank you.

In recognition of the relative risks, rewards and benefits of this project and Ally Structural Consulting's total fee for services, the risks have been allocated such that the client agrees that, to the fullest extent permitted by law, Ally Structural Consulting's total liability to client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes shall not exceed the total amount of Ally Structural Consulting's fees for services rendered on this project. Such causes include but are not limited to Ally Structural Consulting's negligence, errors, omissions, strict liability, breach of contract and breach of warranty.

Client Signature _____

Please return a signed copy of this agreement to Ally Structural Consulting so that we may begin work on your project. Thank you.



**MUSGROVE
ENGINEERING, P.A.**

Bill A. Carter, P.E. – Principal
Todd D. Nelson, P.E. – Principal
Kurt E. Lechtenberg, P.E. – Principal
Jason A. Rice, P.E. – Principal
Thad S. Mason, P.E. – Principal
Matthew N. Bradley, P.E. – Principal

March 24, 2022

Quadrant Consulting
1904 W. Overland
Boise, ID 83705

ATTENTION: Ricardo Zavala

RE: Engineering Fee Proposal – **REVISED**
Project – Old Boise Blocks, Grove Street Streetscape Upgrades

Ricardo:

We appreciate the opportunity to be a part of your design team on the above referenced project. Based on my understanding of the project, I would propose to provide the following fees for our services:

Electrical:

Task 3: Design Development Documents: Hourly, with a not-to-exceed amount of.....	\$ 6,500.00
Task 4: Permit Set Documents: Hourly, with a not-to-exceed amount of.....	\$ 4,200.00
Task 5: Permit Documents & Bidding: Hourly, with a not-to-exceed amount of.....	\$ 1,200.00
Task 6: Construction Administration Services: Hourly, with a not-to-exceed amount of.....	\$ 3,000.00

Reimbursable Expenses:

Expenses (mileage, printing, travel, deliveries) will be billed at cost.

The above fees are based on the following scope of work:

Design & Construction Documents (Tasks 3 through 5):

- Street lighting – Per City of Boise Standards.
- Street lighting – Enhanced Event Level Lighting.
- Electrical distribution to street lighting and city standard receptacles.
- Electrical distribution for event equipment.
- Communication distribution modifications.

Construction Administration Services:

- Interpretation of contract documents.
- Reviewing RFI's and change orders.
- Review of submittals and shop drawings.
- General coordination during construction.
- Site observations & reports.

The following services are not included in the above fees.

- Opinion of probable construction cost.
- Event Stage Lighting and controls including DMX or similar lighting controls.
- Value engineering revisions after bidding.

BOISE OFFICE:

234 S. Whisperwood Way
Boise, Idaho 83709
208-384-0585

IDAHO FALLS OFFICE:

645 W. 25TH Street
Idaho Falls, Idaho 83402
208-523-2862

Services provided on an hourly basis shall be at the following hourly rates for 2022. Services provided beyond 2022 shall be at the rates in effect at the time of service.

Principal.....	\$170.00/hour
Commissioning Agent.....	\$150.00/hour
Energy Modeling.....	\$150.00/hour
Senior Project Engineer.....	\$150.00/hour
Project Manager.....	\$130.00/hour
Project Engineer.....	\$100.00/hour
Senior Project Designer.....	\$100.00/hour
Project Designer.....	\$ 90.00/hour
CADD Operator.....	\$ 80.00/hour
Administrative Assistant.....	\$ 80.00/hour
Expenses (mileage, printing, travel, deliveries).....	Billed at Cost

Billings for services are issued on a monthly basis and are due within 30 days following the billing date. Any amounts unpaid at the end of 60 days following the billing date will accrue interest (from the billing date) at the rate of 1½% per month, which will be added to the unpaid balance.

Musgrove Engineering will perform its services using the degree of care and skill ordinarily exercised by design professionals performing similar services in the same locality under similar circumstances and conditions.

I sincerely appreciate the opportunity to present you with this proposal, Ricardo. If this proposal meets your approval, please sign it in the appropriate space below and return it to me, retaining a copy for your files.

Respectfully,

Kurt Lechtenberg, P.E., LEED AP
KL/eby

Project: Old Boise Blocks, Grove Street Streetscape Upgrades – REVISED

Client: Quadrant Consulting

Approved this _____ day of _____, 2022.

By _____
(Please Print Name & Title) (Signature)

Note: We cannot begin work on any project without receipt of a signed contract. Payment for services is due after completion of services – whether or not the project proceeds into construction.





March 25, 2022
File: BOP21214

Mr. Ricardo Zavala, P.E.
Quadrant Consulting, Inc.
1904 West Overland Road
Boise, Idaho 83705
ricardo@quadrant.cc

RE: Revised Proposal & Preliminary Fee Estimate
Construction Materials Testing Services
CCDC Grove Street Project – Grove Street
between 3rd and 5th Streets
Boise, Idaho

Dear Mr. Zavala:

STRATA is pleased to present this proposed scope of services and preliminary fee estimate to provide construction materials testing (CMT) services for the upcoming Grove Street Improvements between 3rd Street and 5th Street project in Boise, Idaho. Selecting STRATA to provide professional construction materials testing services for this project provides unique and distinctive advantages including:

- STRATA's staff of experienced testing professionals hold multiple certifications from the Western Alliance for Quality Transportation Construction (WAQTC) and American Concrete Institute (ACI). Our depth of staff and number of testing certifications allow for increased efficiency in serving this project.
- STRATA has over 40-years of engineering, testing, and construction inspection experience resulting in familiarity with the local construction community and building practices.
- STRATA's competitive pricing and accurate fee estimate based on the actual project requirements.
- STRATA's understanding of Capital City Development Corporation's (CCDC) project objectives and priorities gained through successful execution of several previous projects, including multiple preceding streetscapes projects, including the observation of the Silva cells in numerous projects.

With our experience, relationships, and area familiarity, we are confident that STRATA can provide the required construction testing and observation in a cost effective, timely, and beneficial manner.

This proposal contains our project understanding, anticipated scope of services, and fee estimate, which are based on information gained through our review of the following sources:

- Design Review Submittal plans by Jensen Belts Associates, dated March 5, 2022.
- Testing requirements established in the Idaho Standards for Public Works Construction (ISPWC) and the Ada County Highway District (ACHD) supplemental.
- Testing requirements established by the City of Boise Public Works Department; and
- Our experience providing testing and inspection services on similar projects, many of which we have been teamed with Quadrant Engineering and worked directly with CCDC.

PROJECT DESCRIPTION

The proposed construction consists of the construction of Silva Cells for urban tree growth, soil improvements, asphalt mill and overlay, installation of dry-laid brick pavers and cast-in-place concrete hardscapes on Grove Street between 3rd Street and 5th Street in Boise, Idaho. The project also includes installation of silva cells around the landscape trees planned for the area. This project is under the jurisdiction of Ada County Highway District.

STRATA only had access to preliminary construction plans. Therefore, we based our scope of services and fees on certain assumptions, which, though we believe are consistent with current construction practices, may not ultimately align with actual project requirements, testing frequencies, or construction

schedule requiring that we review and possibly revise our proposed scope of services and corresponding fee estimate once these documents are available.

SCOPE OF SERVICES

Based on our project understanding, review of the aforementioned documents, and our experience with these projects, we anticipate STRATA's primary scope of services will consist of the following activities:

1. Observation and compaction testing during soil improvements, Silva Cell construction and utility trench backfill.
2. Reinforced concrete special inspection
3. Sampling and testing of exterior concrete hardscape.
4. Observation and testing of asphalt paving.
5. Sampling and laboratory testing of various construction materials (i.e. soils, aggregates, concrete, etc.).

We are happy to meet and discuss any modifications to these anticipated services. We elaborate on how we will provide our services in the following sections.

DESCRIPTION OF SERVICES

STRATA has assigned Mr. Jerry Foster as Project Manager and your point of contact for coordinating STRATA's services and contract issues for the project. From our experience on previous projects, we anticipate our services will be coordinated by Guho Corp. Mr. Foster will be supported by STRATA's staff of experienced, certified testing professionals. The following paragraphs summarize our anticipated scope of services in detail.

Observation and Compaction Testing During Soil Improvements

STRATA will provide field professionals to perform observation and compaction testing services during soil improvement activities and the placement and compaction of subgrade and aggregate base material. Our personnel will sample on-site and imported materials used for fill and/or backfill and transport these samples to our laboratory for appropriate testing. These visits will be provided on a periodic basis which will be coordinated with the contractor's project superintendent.

Concrete Observation and Testing

STRATA will provide an ACI-certified field professional to perform concrete sampling and field testing. Our field services will include testing for slump, temperature (concrete and ambient), air content, and mix design documentation (based on concrete batch ticket information), as well as casting compressive strength test cylinders.

Please refer to the Estimate for anticipated amount of concrete test cylinders on this project. We have estimated these quantities based on the project plans as well as the testing requirements of the ISPWC and ACHD supplemental. We will cast 1 set of 5, 4-inch by 8-inch cylinders for each 100 cubic yards placed, or fraction thereof, or once per day as required by the project documents. We will test 1 specimen at 7-days and 3 specimens at 28-days to verify compliance with design strength (f'_c) as required by the project specifications and the IBC. Should the 28-day specimens fail to achieve f'_c , we will test the remaining specimen at 56 days.

We will retrieve and deliver concrete compressive strength test specimens to our laboratory for the appropriate testing. STRATA will notify you via telephone or electronic mail (email) should the test results of the 7-day test achieve less than 70-percent of the specified compressive strength, or if the 28-day test results do not achieve f'_c . Results of concrete compressive strength testing will be distributed via email to the distribution list established during the pre-construction meeting, unless directed otherwise.

We based this Proposal on the assumption that field cured concrete cylinders or additional lab cured concrete cylinders will not be required or will be authorized through amendment to this proposal (i.e. change order), we have not included these activities in our anticipated scope of services.



Plant-Mixed Asphalt (PMA) Paving Observation and Testing

STRATA will provide a field professional to perform continuous observation and the ISPWC required testing during PMA placement and compaction. We will perform density testing of PMA paving as required by the ISPWC and the ACHD supplemental. Our personnel will sample PMA and transport it to our laboratory for gradation analysis and oil content testing. Additionally, our personnel will extract core specimens from the completed pavement to document in-place thickness and density.

Technical Management & Reports

Our Project Manager reviews the daily field activity reports generated by our field staff during construction. These DFAs will be delivered to you electronically on a weekly basis. STRATA delivers our reports directly from our on-line report management database (Metafield®) to your designated distribution list. Items found in non-compliance with the project requirements are brought to the immediate attention of the construction superintendent and your representative. As re-inspection items can have a serious impact on our budget, our Project Manager will review the daily field reports to monitor items requiring re-inspection and the hours involved in these re-inspections. These items will be documented and this information can be forwarded to you upon request for appropriate action. Upon project completion, if requested, we will provide a final summary report to document the materials testing and special inspection services conducted.

We have assumed that our standard invoicing format issued on a monthly basis with no supporting documentation will be acceptable for this project. If supporting documentation or specialized invoicing is required, additional administrative time may be required to accommodate your request.

FEE ESTIMATE

We will provide our services on a time-and-expense basis in accordance with the rates established in the attached Estimate and the conditions provided in the appended *General Conditions for Construction Materials Testing and Inspection Services*. If there is a need for any change in the scope of services or schedule described in this Proposal, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes' effect on the fee. These General Conditions cannot be excluded from the overall contract terms by issuance of a purchase order, reconstructing the scope in a separate client contract form, or otherwise constructing a new contract vehicle. Our acceptance of client's contract form does not constitute a waiver of these General Conditions unless specifically stated in writing. You have the option to negotiate our General Conditions prior to accepting this proposal. Please read all sections carefully.

We have assumed that our standard invoicing format issued on a monthly basis with no supporting documentation will be acceptable for this project. If supporting documentation or specialized invoicing is required, additional administrative time may be required to accommodate your request

If you agree to the above scope of services, please review, initial, and sign 2 copies of the attached *General Conditions for Construction Materials Testing and Inspection Services* and return 1 copy for our files as authorization to proceed.

This Proposal excludes the cost of any equipment (i.e. trench shoring) to gain access to any area requiring inspection or sampling of materials.

To better service your project, we request that you please schedule at least 24 hours in advance of the needed service. Calls for services with less than 8 hours notification will incur additional Short Notice fees equivalent to 2 hours of the scheduled service. Likewise, calls for service that are cancelled within 4 hours of the scheduled arrival time will incur similar fees. Please call (208) 376-8200 for all your scheduling needs.

Overtime for our field staff will incur a 50 percent surcharge to our standard rate for time in excess of 8 hours during one day (Monday through Friday), all hours on weekends and holidays, and hours outside of normal construction hours (8:00am – 5:00pm). Our services will be billed on a portal-to-portal basis from our Boise office.



Our budget will be directly affected by the contractor's schedule, workforce, jurisdictional requirements and events which occur during the duration of the project which cannot always be predicted in advance. We understand that our services will be provided at the request of your project representative. In the event that construction activities result in additional fees beyond those described herein, we will contact you for additional written budget increase if necessary.

SAFETY

STRATA is committed to providing a safe work environment and takes actions to prevent injury to our employees. STRATA recognizes that the most important element in the success of our business is our employees. STRATA encourages our employees to increase their awareness of the hazards that lead to occupational injury and illness and to think about their safety and well-being, as well as that of fellow employees and co-workers. STRATA will adhere to the Health and Safety Plan governing the project, including training, regular meetings, safety documentation, and the use of personal protective equipment (PPE). STRATA's current experience modification rating (EMR) is 0.74, which is below the industry standard of 1.0.

Due to the Covid-19 pandemic, STRATA may encounter unforeseen situations that could impact the scope, fees, and schedule presented in this proposal. We will comply with local, state, and federal requirements and restrictions as well as STRATA's own safety guidelines and any guidelines imposed by our clients related to Covid-19 while accomplishing our services. We may also be impacted by our vendors and subconsultants ability to provide goods and services in a timely manner. If we do encounter situations that will impact scope, fees, and schedules, we will notify you as soon as possible to discuss these changes and how to move forward in accomplishing the work.

LIMITATIONS

STRATA is not the Geotechnical Engineer-of-Record for this project, nor will STRATA assume this responsibility for the project. As such, our review of the contractor's submittal is limited to evaluating compliance with the explicit requirements of the geotechnical engineering report and conformance to the referenced specifications. We do not represent or warrant that we have reviewed the construction documents prepared by others (plans, specifications, Geotechnical recommendations etc.) for accuracy, appropriateness and whether the documents meet the standard of care at the time of our services in the local area.

We appreciate this opportunity to be of service to you on this project and look forward to our continued relationship. If you have any questions regarding this submittal, or if there is anything else, we can assist you with, please contact the undersigned at (208) 376-8200.

Respectfully submitted,
STRATA



Jerry Foster
Construction Services Manager



Zack Rae
Field Services Coordinator

JF/ZR/kb

Enclosure: Preliminary Fee Estimate
General Conditions for Construction Materials Testing and Inspection Services





PRELIMINARY FEE ESTIMATE

CCDC Grove Street Project

BOP21214 REVISED

Project Manager: Jerry Foster

	Quantity	Unit	@	Rate	Totals
Earthwork & Aggregate					
Field Professional	45.00	hours	@	\$75.00	\$3,375.00
<i>Estimated 15 trips at 3hrs/trip</i>					
Field Professional - Overtime	0.00	hours	@	\$112.50	\$0.00
<i>No Overtime anticipated</i>					
Moisture Density Relationship Curve	2.00	each	@	\$250.00	\$500.00
<i>Subgrade and Base proctors</i>					
Base Acceptance Test	1.00	each	@	\$225.00	\$225.00
Subbase Acceptance Test	1.00	each	@	\$210.00	\$210.00
Density Gauge - Hour	60.00	each	@	\$22.00	\$1,320.00
Mileage	280.00	each	@	\$0.89	\$249.20
ESTIMATED FEE:					\$5,879.20
Plant Mix					
Senior Field Professional	30.00	hours	@	\$92.00	\$2,760.00
<i>Asphalt Density Testing Estimates 6 days 5hrs/day</i>					
Field Professional	24.00	hours	@	\$75.00	\$1,800.00
<i>Sample Cold Feed/HMA Estimates 6 days 4hrs/day</i>					
Field Professional - Overtime	0.00	hours	@	\$112.50	\$0.00
<i>No Overtime Anticipated</i>					
Asphalt Core Density	10.00	each	@	\$60.00	\$600.00
Extraction Gradation w/Moisture - Ignition Oven	6.00	each	@	\$230.00	\$1,380.00
Rice Max Theoretical Test	6.00	each	@	\$125.00	\$750.00
Cold Feed Control Tests	6.00	each	@	\$210.00	\$1,260.00
Density Gauge - Hour	54.00	each	@	\$22.00	\$1,188.00
Coring Equipment & Generator	2.00	each	@	\$165.00	\$330.00
Mileage	200.00	each	@	\$0.89	\$178.00
ESTIMATED FEE:					\$10,246.00
Concrete					
Senior Field Professional	10.00	hours	@	\$92.00	\$920.00
<i>Estimates 5 days 2 hrs/ day</i>					
Field Professional	20.00	hours	@	\$75.00	\$1,500.00
<i>Estimates 10 days 2 hrs/ day</i>					

Preliminary Fee Estimate for BOP21214 REVISED CCDC Grove Street Project

Field Professional - Overtime	0.00	hours	@	\$112.50	\$0.00
<i>No Overtime Anticipated</i>					
Compressive Strength - Cylinder - 4x8	50.00	each	@	\$26.00	\$1,300.00
Mileage	140.00	each	@	\$0.89	\$124.60
				ESTIMATED FEE:	\$3,844.60

Project Administration

Project Administrator	20.00	hours	@	\$71.00	\$1,420.00
Project Manager	15.00	hours	@	\$150.00	\$2,250.00
Final Summary Report	0.00	each	@	\$770.00	\$0.00
Mileage	100.00	each	@	\$0.89	\$89.00
				ESTIMATED FEE:	\$3,759.00

Total Preliminary Fee Estimate: \$23,728.80





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AGENDA BILL

Agenda Subject: 3912 W State Street – State and Arthur Apartments – Type 1 Participation Agreement Designation		Date: July 11, 2022
Staff Contact: Kevin Holmes	Attachments: <ol style="list-style-type: none"> 1) Site Map 2) Renderings and Site Plan 3) Public Improvement Plan 4) Unit Mix and Rental Rates 	
Action: Designate the State and Arthur Apartments as eligible for a Type 1 One Time Assistance Participation Agreement and direct staff to negotiate a Type 1 Agreement with Pacific West Communities, Inc. for future board approval.		

Background:

The State and Arthur Apartments is a mixed-use affordable housing development comprised of 102 multi-family units and ground floor commercial space. This project is being developed by Pacific West Communities, Inc. through the City of Boise’s Housing Land Trust program. This unique model allows the developer to enter into a below market long-term lease with the City of Boise, owner of the underlying land. This arrangement allows the project to maintain affordable rental rates for residents earning 30-80% of the area median income (AMI). Pacific West Communities has an established track record of working with the City and the Agency to develop affordable housing. They have successfully developed, designed, and constructed two similar developments, Adare Manor and New Path Community Housing, both located within the 30th Street Urban Renewal District. The State and Arthur Apartments will build upon these earlier successes and provide urgently needed affordable housing along the State Street transportation corridor.

State and Arthur Apartments has requested Type 1 designation at the July meeting. This designation is timely for the project to obtain a letter of commitment from the Agency to include with an application for Low-Income Housing Tax Credits (LIHTC) from the Department of Housing and Urban Development. This application is due in August and the Type 1 designation of the project will improve the overall likelihood of success in obtaining these important tax credits. For this reason, the Agency is recommending a Type 1 designation now under the current program policy.

At its June meeting, the Board began review of potential changes to the Participation Program, including a State Street District specific program. The multi-step policy update process anticipates final adoption by late summer or early fall. The proposed policy changes contemplate offering Type 3 assistance to Affordable housing projects such as State and Arthur Apartments. Should this change be adopted by the Board, the Agency plans on bringing this project back to the Board

for consideration and designation under the new program framework in early Fall of 2022. This potentially would allow reimbursement of all eligible expenses, currently estimated at \$309,930, rather than the Type 1 program cap of \$200,000.

The mixed-use building will be five stories with wood-framed apartments constructed above a single level of concrete podium parking and ground floor commercial space. There will be a total of 102 units, comprised of studio, 1, 2, and 3-bedroom units for households earning up to 80% AMI, as well as a property manager's unit. The ground floor will include a leasing office, common areas, mail room, and bike storage/repair/washing stations in addition to approximately 1,500 square feet of proposed childcare or neighborhood-focused retail space facing State Street. Common areas include a second-floor outdoor courtyard with seating, playground, barbecue, and picnic areas.

Total development costs for this project are estimated to be \$39 million with approximately 25 full time construction jobs created and 10 permanent jobs through the childcare/retail component, property management, and building maintenance. The developer received Design Review approval in March 2022 and is in the process of submitting for building permits. Groundbreaking is expected this summer with completion planned for December 2024.

The project's public improvements eligible for Agency reimbursement include utility undergrounding, detached sidewalks including landscaping with trees, and the construction of a new 12-foot-wide multi-use pathway along State Street. The estimated cost for these improvements is \$309,930.

The project area does include an approximately 9,500 square foot lot located outside the State Street URD boundary. This property was added to the project after the establishment of the State Street District boundaries. As a result, the Agency has taken care to exclude all improvements in this area, which generally consist of a driveway approach, 60 feet of sidewalk, a tree, and a small amount of landscaping which have a combined estimated cost of \$17,800.

The project advances the objectives of the State Street District Plan, including:

- Providing affordable housing
- Reuse of vacant land, and including no surface parking as part of the project
- Improving/expanding utility infrastructure for power, sewer, and water
- Encouraging compact development with >3.0 FAR
- Improving the pedestrian environment with a detached sidewalk, improved pedestrian crossings, and a multi-use pathway
- High level of walkability with a prominent main entry facing the street, ground floor glazing, and sidewalks abutting the ground floor building face

This project meets the requirements of the Participation Program as approved by the Agency Board and promotes the objectives of the State Street District Plan.

Project Summary:

- 3912 W State Street
- 102 units- mix of studio, 1, 2, and 3 bedrooms
- Rental rates range from 30% - 80% AMI (see [attachment #4](#) below for full breakdown)
- 1,500 square foot proposed daycare facility or neighborhood-focused retail space
- ~\$39 million Total Development Costs
- \$309,930 Estimated Eligible Expenses
- 25 construction, and 10 permanent jobs

Timeline:

- March 2022 – Design Review Approval
- June 2022 – Participation Program Application Submitted to the Agency
- August 2022 – Potential Revisions to Participation Program Approved by Board
- September 2022 – Type 1 or Type 3 Designation
- Summer/Fall 2022 – Construction Start
- Winter 2024 – Project complete and CCDC reimbursement for Eligible Expenses

Fiscal Notes:

The project has estimated Eligible Expenses of ~\$309,930. The Agency's 2024 CIP budget includes Type 1 Streetscape Reimbursements sufficient to fund these improvements in the State Street District.

Staff Recommendation:

Designate the State and Arthur Apartments as eligible for a Type 1 One Time Assistance Participation Agreement and direct staff to negotiate a Type 1 Agreement with Pacific West Communities, Inc. for future board approval.

Suggested Motion:

I move to direct staff to negotiate a final Type 1 Participation Agreement with Pacific West Communities, Inc. for future Agency Board approval.

Attachment #1 – Site Map



Attachment #2 – Rendering and Site Plan (1 of 2)

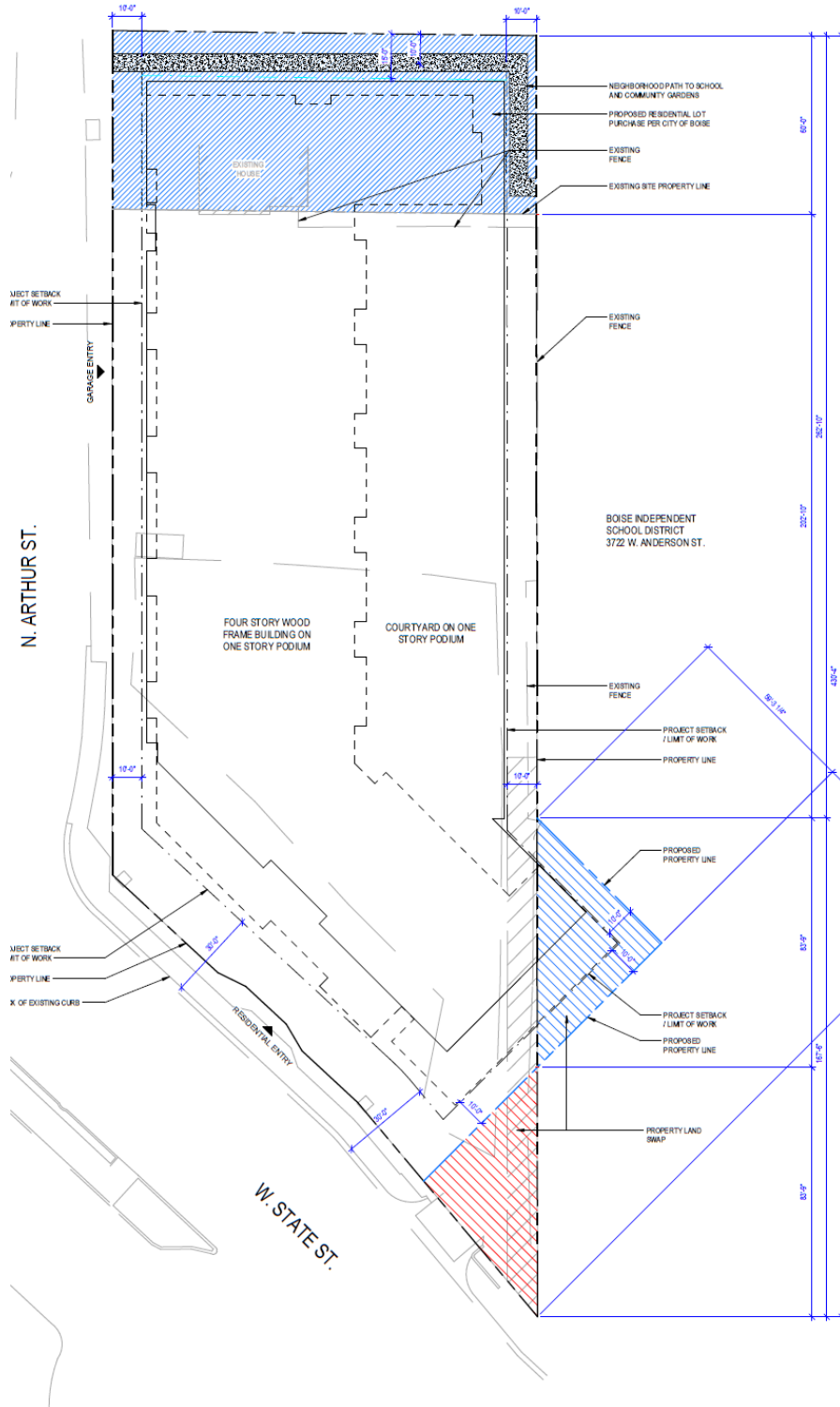


Perspective From Taft Elementary Field

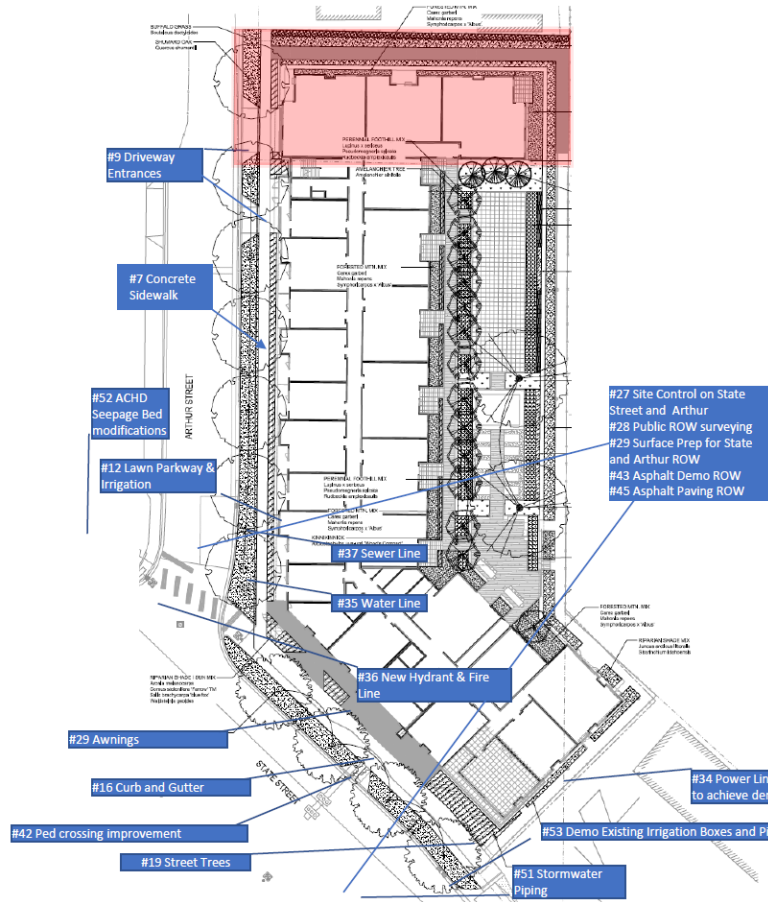


Perspective Along State Street

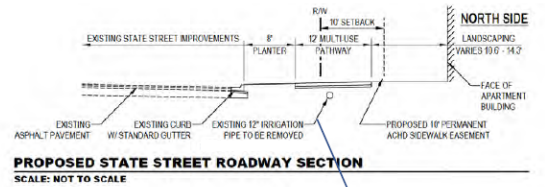
Attachment #2 – Rendering and Site Plan (2 of 2)



Attachment #3 – Public Improvement Plan (shaded red not included)



State & Arthur Apartments
 3912 W. State Street
 Eligible Improvement Key



#53 Demo irrigation box & existing pipe

Attachment #4 – Unit Mix and Rental Rates

State and Arthur Apartments Unit Mix and Rents

6/3/22

Unit Type	AMI	# Units	Rent
0BR/1BA	30%	2	\$ 396.00
0BR/1BA	50%	2	\$ 660.00
0BR/1BA	60%	12	\$ 792.00
0BR/1BA	80%	4	\$ 1,056.00
1BR/1BA	30%	3	\$ 424.00
1BR/1BA	50%	3	\$ 706.00
1BR/1BA	60%	18	\$ 848.00
1BR/1BA	80%	6	\$ 1,131.00
2BR/1BA	30%	3	\$ 508.00
2BR/1BA	50%	3	\$ 847.00
2BR/1BA	60%	16	\$ 1,017.00
2BR/1BA	80%	5	\$ 1,356.00
3BR/2BA	30%	1	\$ 587.00
3BR/2BA	50%	1	\$ 979.00
3BR/2BA	60%	6	\$ 1,175.00
3BR/2BA	80%	2	\$ 1,567.00
2BR/1BA	Manager's	1	

May be revised based on TBD financing requirements.



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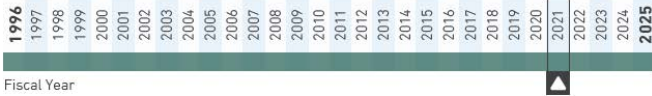


DATE: July 11, 2022
TO: Dana Zuckerman, Chair
 Board of Commissioners
FM: John Brunelle, Executive Director
RE: CCDC Monthly Report

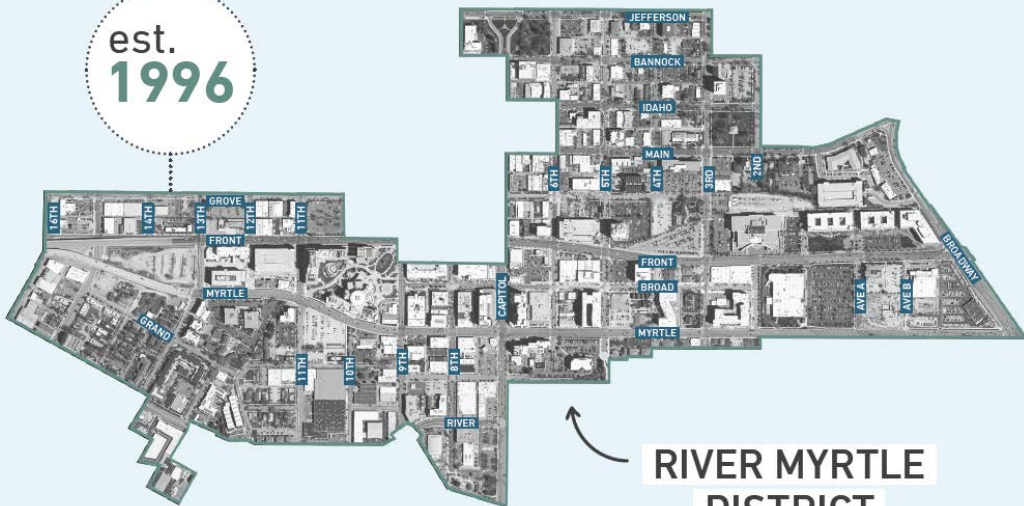
RIVER MYRTLE - OLD BOISE DISTRICT



303 ACRES



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RIVER MYRTLE DISTRICT

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," 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 for approval in August. *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 present 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 present for the Board's approval in August. *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, performed a concept analysis, and initiated final design work prior to putting the project on-hold in early 2019. CCDC will assist the City by managing the remainder of Final Design, agency approval and construction processes. 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. The City and CCDC will present a proposed project approach to the ACHD Commission at a Work Session on July 27, 2022. 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 the 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 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

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.



(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 revised and resubmitted the drawings on June 10, 2022 and the City has committed to providing Design Review comments by June 30. *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 August 2022 with an advanced sewer package with construction of the full improvements to follow in 2023. *Project Lead: Amy Fimbel*

Boise Canal Multi-Use Pathway - 3rd Street to Broadway: As identified in the recently adopted 2022 City of Boise Pathway Master Plan and the 2020 Olde Boise Blocks Visioning Report, 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. 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 released an RFQ for design-related services on June 29, 2022. Consultant selection and design work anticipated to begin late 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. Final Design services to be completed by January 2023 with construction beginning early spring 2023. *Project Lead: Zach Piepmeyer*

Special Projects

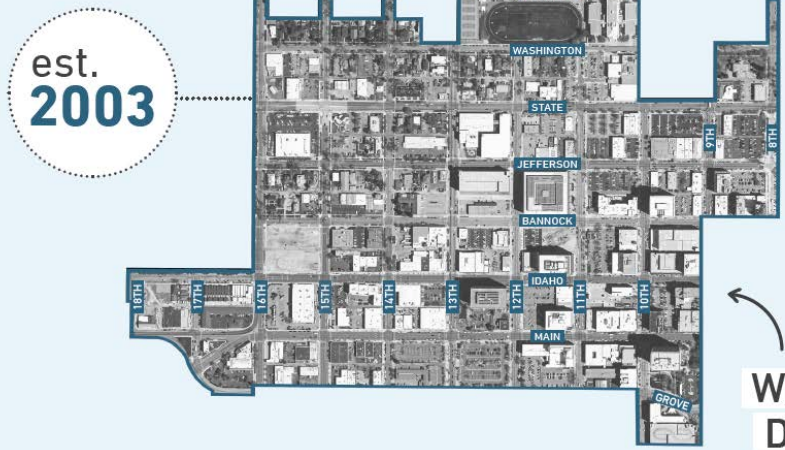
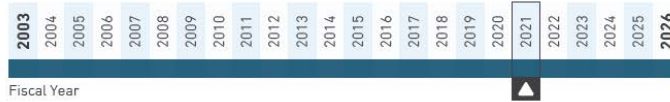
RMOB Public Art - City of Boise Broad Street Sculpture - PP Type 4: The Arts & History Commission approved the design in October 2020. CCDC supported the project through funding and involvement in the selection process. Fabrication of the sculpture is complete and Arts & History has decided to store the sculpture until the completion of the Ovation Apartment construction to avoid potential damage to the sculpture. *Project Lead: Karl Woods*

703 S 8th Street - Property Acquisition: This parcel, owned by the Merrill Family Trust was offered for sale through a closed bid auction in June 2022. The adjacent parcel is owned by the City, it is across the street from the Library! and on the same block as the 8th Street connection to the Boise River Greenbelt. Considering the civic amenities nearby and the sale presenting the opportunity for the entire block to become public property, the Agency submitted an offer to purchase with the intention of transitioning the parcel to the City of Boise. This bid accepted by the Trust and a purchase and sale agreement will present to the Board for consideration on July 11, 2022. *Project Lead: Alexandra Monjar*

WESTSIDE DISTRICT



157 ACRES



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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. Construction is underway on the project. *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, with the frame now complete. The Developer is working with Surel’s Place to select an artist for the planned mural, anticipated to present to the Board for approval in August 2022. *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 and YMCA have prepared a Land Exchange Agreement, which it will bring to the Board for approval in July. The YMCA Board will consider the agreement at their July 6 meeting. 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. The parking space lines repainted as of June 23, and the Car Park is planning to start patrolling the lot in July. *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 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 granted at the June 2022 Board Meeting and construction anticipated to begin in August. *Project Lead: Alexandra Monjar*

1744 W. Main Street - West End Food Hub - 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 August 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). Construction started June 2022. *Project Lead: Amy Fimbel*

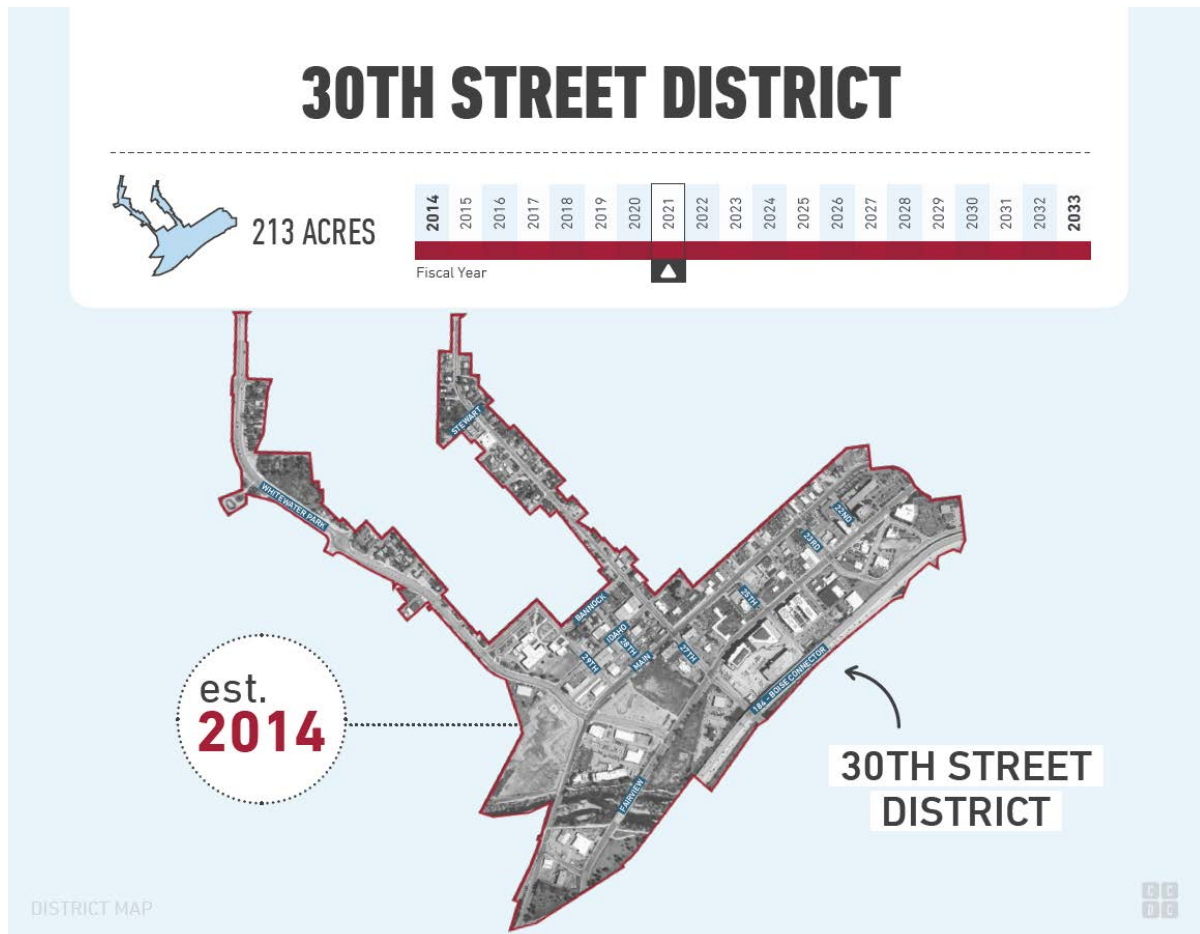
State Street Streetscape & Fiber-Optic Conduit: This is a cost-share project with an ACHD Downtown Boise Implementation Program (DBIP) project to rehabilitate State Street between 2nd & 16th Streets. CCDC-funded improvements include installation of a fiber-optic conduit bank between 8th Street and 15th 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 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 and continued at the May 25, 2022 Commission meeting, but the Commission has deferred making a formal decision on the preferred alternative so that property owner concerns and additional alternatives can be considered. Amendment No. 1 to the original Kittelson Task Order to accomplish this additional work is on the July 2022 Board Meeting Consent Agenda. *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 late summer. *Project Lead: Kevin Holmes*

2850 W Fletcher Street - 27th and Fairview Apartments: The Agency is in discussions with developer KAL Pacific & Associates for a 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 received at the June 2022 Board Meeting and construction anticipated to be complete later this year. *Project Lead: Alexandra Monjar*

Mobility

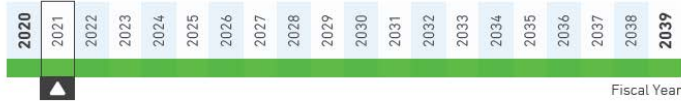
Main and Fairview Transit Stations: The City of Boise, Valley Regional Transit and CCDC are redesigning and constructing improvements at six bus stops along Main Street and Fairview Avenue between North 27th Street and North 16th Street. Transit stations are fully operational and Wright Brothers is finishing 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. The Station construction start has been delayed, but should begin this summer. *Project Lead: Alexandra Monjar*

SHORELINE DISTRICT



195 ACRES



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SHORELINE DISTRICT

DISTRICT MAP

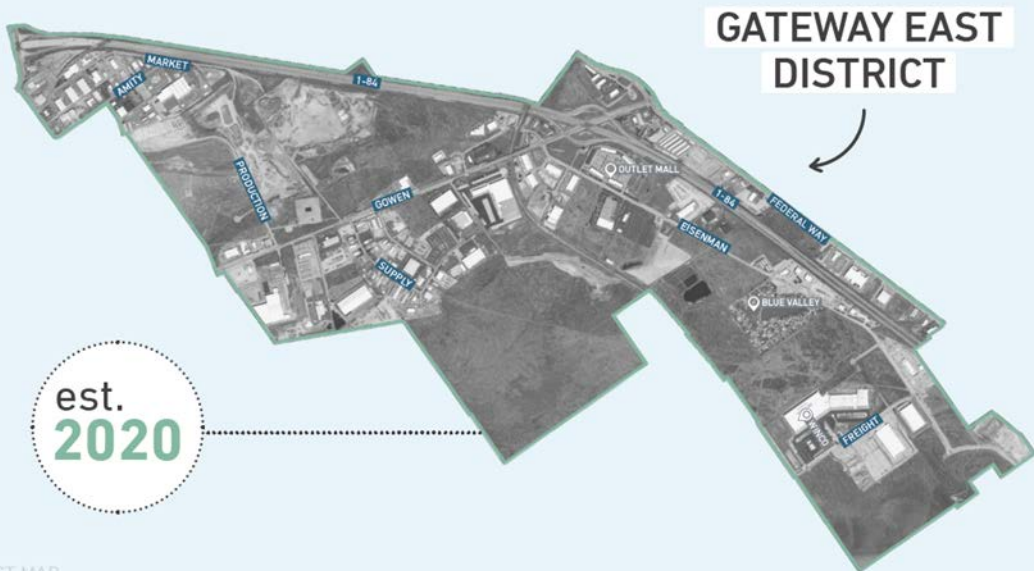
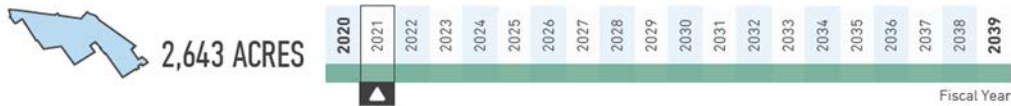


Economic Development

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. CCDC selected Quadrant Consulting, Inc. to perform design services for the project and work will begin in July. . *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



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 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

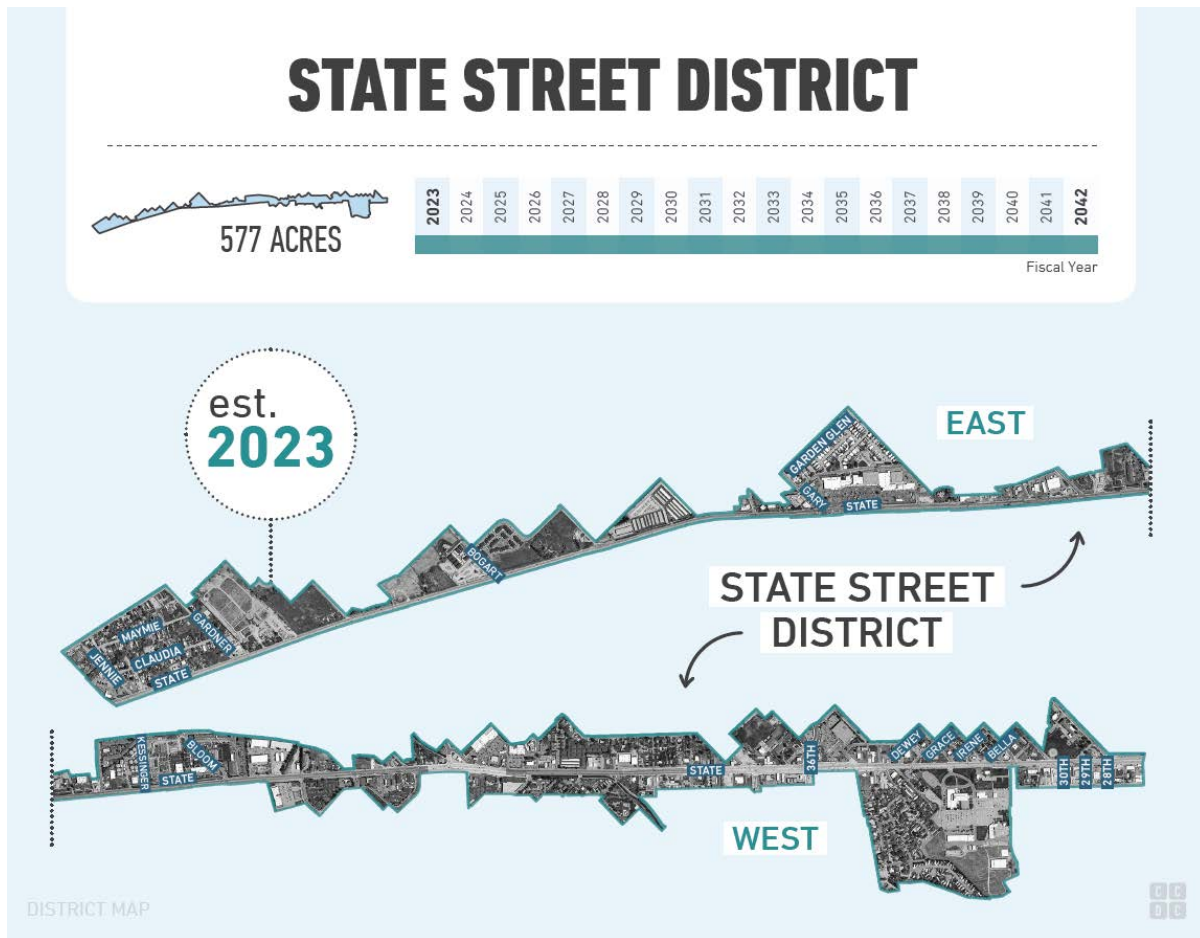
Gowen Road - ACHD Cost Share - PP Type 4: This is a cost-share project with an ACHD bridge replacement project on Gowen Road at the railroad crossing. CCDC-funded improvements include installation of a fiber-optic conduit bank between Exchange Street and Eisenman Road, a wider sidewalk on the approaches 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. Surveying work completed and the design & analysis for the retaining wall is in progress. *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 July 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 established on October 26, 2021. The State Street District has 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. Agency and ACHD staff have negotiated an interagency agreement as required by recent legislation to receive increment revenue on the highway district levy. Under the agreement, the Agency will receive this increment (approximately \$5 million over the 20-year term of the district) and commit it exclusively to transportation components identified in the ACHD Cost Share Policy. The Board will consider this agreement for approval at the July Board meeting. *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 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 August Board meeting. *Project Lead: Matt Edmond*

Boise Bike Share 2.0: The Agency Board approved a sponsorship agreement for the Bike Share 2.0 pilot program at the June Board meeting. Valley Regional Transit will be launching the pilot program starting with 50 bikes in mid-July. *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. The parking space lines repainted as of June 23, and the Car Park is planning to start patrolling the lot in July. *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 August. The project estimated cost is (\$99,000). *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



END