



BOARD OF COMMISSIONERS MEETING

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
June 11, 2018 12:00 p.m.
A G E N D A

I. CALL TO ORDER Chair Zuckerman

II. AGENDA CHANGES/ADDITIONS Chair Zuckerman

III. CONSENT AGENDA

A. Expenses

1. Approval of Paid Invoice Report – May 2018

B. Minutes and Reports

1. Approval of May 14, 2018 Meeting Minutes

C. Other

1. Approve Resolution #1552 – 801 N Main Street – Wells Fargo Center Retail – Type One Participation Agreement with ODC-FIC, LP [*Designation 5/14/18, NTE \$150,000*]

IV. ACTION ITEM

A. CONSIDER: Resolution #1556 - Approve 30th St Plan Amendment (DeAnnex) (5 minutes)
..... Shellan Rodriguez

B. CONSIDER: Resolution #1555A - Approve RMOB Plan Amendment Option A (DeAnnex) (5 minutes)
..... Shellan Rodriguez

C. CONSIDER: Resolution #1555B - Approve RMOB Plan Amendment Option B (DeAnnex) (5 minutes)
..... Shellan Rodriguez

D. CONSIDER: Resolution #1542 - Central District Termination (10 minutes) Ross Borden

E. CONSIDER: Capitol & Front Garage Disposition Approve Revised RFP (5 minutes) Laura Williams

F. CONSIDER: Resolution #1551 – Awarding Contract for 10th & Front Garage Concrete Repairs Project (5 minutes) Kathy Wanner

G. CONSIDER: Resolution #1553 - Central District CMGC Contract Amendment, GMP #3 (5 minutes)
..... Doug Woodruff

H. CONSIDER Resolution #1554 - Westside Downtown Urban Park Master Development Agreement (15 minutes) Doug Woodruff

V. INFORMATION/DISCUSSION ITEMS

A. CCDC & CTA Present Preliminary Findings for Shoreline Urban Framework and Feasibility Study
..... Shellan Rodriguez/Doug Woodruff

B. Secure Bike Parking Update (5 minutes) Matt Edmond

- C. ParkBOI System Update (5 minutes) Max Clark
- D. Operations Report (5 minutes)John Brunelle

VI. EXECUTIVE SESSION

Deliberate regarding acquisition of an interest in real property which is not owned by a public agency; consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code; and communicate with legal counsel to discuss the legal ramifications and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated [Idaho Code Section 74-206(1) (c), (d) and (f)].

VII. ADJOURN

This meeting is being conducted in a location accessible to those with physical disabilities. Participants may request reasonable accommodations, including but not limited to a language interpreter, from CCDC to facilitate their participation in the meeting. For assistance with accommodation, contact CCDC at 121 N 9th St, Suite 501 or (208) 384-4264 (TTY Relay 1-800-377-3529).



III. CONSENT AGENDA



Paid Invoice Report

For the Period: 5/01/2018 through 5/31/2018

Payee	Description	Payment Date	Amount
Payroll:			
EFTPS - IRS	Federal Payroll Taxes	5/9/2018	12,125.82
Idaho State Tax Commission	State Payroll Taxes	5/9/2018	2,428.00
CCDC Employees	Direct Deposits Net Pay	5/9/2018	32,895.92
PERSI	Retirement Payment	5/9/2018	15,055.02
EFTPS - IRS	Federal Payroll Taxes	5/23/2018	12,125.82
Idaho State Tax Commission	State Payroll Taxes	5/23/2018	2,428.00
CCDC Employees	Direct Deposits Net Pay	5/23/2018	32,895.89
PERSI	Retirement Payment	5/23/2018	15,055.02
Total Payroll Payments:			125,009.49
Checks and ACH			
Various Vendors	Check and ACH Payments Issued (See Attached)	May 2018	1,163,771.45
Total Paid Invoice, Reported Payments:			1,163,771.45

Total Cash Disbursements: \$ 1,288,780.94

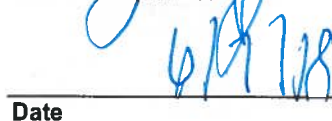
I have reviewed and approved all cash disbursements in the month listed above.

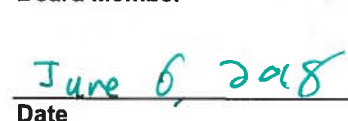

Finance Director


Executive Director


Board Member


Date


Date


Date

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3976	620 S. 9th Street LLC	#3	Afton, Phase II Environmen	04/26/2018	240,700.02	10803	05/10/2018
Total 3976:					240,700.02		
1097	Advanced Sign Design	0064295-IN	6' x 4" Utility Room Signs	04/10/2018	180.00	62870	05/07/2018
Total 1097:					180.00		
1139	American Cleaning Service	183	Trailhead Cleaning - 12 Mo	05/01/2018	936.71	10814	05/15/2018
Total 1139:					936.71		
3838	American Fire Protection L	10930	Drum Drip System Repairs	05/01/2018	382.50	62881	05/10/2018
		10984	Frozen Pipes & Drum Drip	05/01/2018	642.88	62881	05/10/2018
Total 3838:					1,025.38		
1316	Blue Cross of Idaho	1809500011	Health Insurance - May 20	05/01/2018	22,589.02	62865	05/01/2018
Total 1316:					22,589.02		
4011	Boise Brewing	2561	Local Marketing/Branding	05/04/2018	5,000.00	62882	05/10/2018
Total 4011:					5,000.00		
1331	Boise Centre	8290-IN	Grove maintenance fee - A	04/09/2018	6,922.00	62878	05/08/2018
		8290-IN	Snow Removal - MAR2018	04/09/2018	684.20	62878	05/08/2018
		8290-IN	Misc. Expense	04/09/2018	29.31	62878	05/08/2018
Total 1331:					7,635.51		
1385	Boise City Utility Billing	26000 MAY2	421 N 10th, ISG 00788500	05/01/2018	168.07	10839	05/11/2018
		91177 MAY2	848 Main St # 0447416001	05/01/2018	7.15	10840	05/29/2018
Total 1385:					175.22		
1418	Boise Metro Chamber of C	5782407	Annual Membership Dues	04/16/2018	55.00	10800	05/09/2018
Total 1418:					55.00		
1448	Boise Valley Economic Prt	5781631	Annual Dues	04/01/2018	20,000.00	10804	05/10/2018
Total 1448:					20,000.00		
3712	Car Park	MARCH 201	10th & Front - Grove	03/31/2018	36,770.89	10805	05/10/2018
		MARCH 201	9th & Front - City Centre	03/31/2018	44,344.57	10805	05/10/2018
		MARCH 201	9th & Main - Eastman	03/31/2018	37,545.22	10805	05/10/2018
		MARCH 201	Capitol & Front - BLVD	03/31/2018	16,348.85	10805	05/10/2018
		MARCH 201	Capitol & Main - Cap T	03/31/2018	39,561.94	10805	05/10/2018
		MARCH 201	Capitol & Myrtle - Myrtle	03/31/2018	27,638.57	10805	05/10/2018
		MARCH 201	Refund - Cap & Myrtle	03/31/2018	25.00-	10805	05/10/2018
		MARCH 201	Refund - Cap & Myrtle	03/31/2018	907.96	10805	05/10/2018
		MARCH 201	Refund - Cap & Main	03/31/2018	260.00	10805	05/10/2018
		MARCH 201	Refund - Cap & Main	03/31/2018	12.00-	10805	05/10/2018

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		MARCH 201	Refund - Cap & Main	03/31/2018	950.79	10805	05/10/2018
		MARCH 201	Refund - 9th & Front	03/31/2018	185.00	10805	05/10/2018
		MARCH 201	Refund - 9th & Front	03/31/2018	663.84	10805	05/10/2018
		MARCH 201	Refund - Cap & Front	03/31/2018	359.76	10805	05/10/2018
		MARCH 201	Refund - 9th & Main	03/31/2018	826.59	10805	05/10/2018
		MARCH 201	Refund - 10th & Front	03/31/2018	573.90	10805	05/10/2018
		Total 3712:			206,900.88		
3857	Carew Co	2449	Quarterly Web Maint. (1 ye	04/01/2018	1,750.00	62871	05/07/2018
		Total 3857:			1,750.00		
1556	Caselle Inc.	87006	Contract support - May 201	05/01/2018	787.33	62866	05/01/2018
		Total 1556:			787.33		
2810	CenturyLink	1440471311	Grove - Data Service	05/11/2018	1,216.09	10841	05/23/2018
		Total 2810:			1,216.09		
1595	CITY OF BOISE	HAYMAN HO	Transfer Of Hayman Hous	05/14/2018	277,000.00	62888	05/14/2018
		IL1109	Down Town Core Maint - C	04/01/2018	1,110.00	62872	05/07/2018
		IL1109	Down Town Core Maint - R	04/01/2018	754.80	62872	05/07/2018
		IL1109	Down Town Core Maint -	04/01/2018	355.20	62872	05/07/2018
		Total 1595:			279,220.00		
1643	Community Planning Asso	218080	FY18 3rd qtr Membership	04/01/2018	2,050.00	10792	05/03/2018
		Total 1643:			2,050.00		
3947	Crane Alarm Service	9683	Fire Alarm System - Monito	05/01/2018	25.00	62883	05/10/2018
		Total 3947:			25.00		
1703	CSHQA	30640	Alley Improvements	01/31/2018	22,108.50	10806	05/10/2018
		Total 1703:			22,108.50		
3977	CTA Inc.	136455	CCDC Urban Renewal Pla	03/31/2018	7,205.64	10807	05/10/2018
		Total 3977:			7,205.64		
1838	Elam & Burke P.A.	172564	Carley Project - 5th & Front	03/31/2018	1,043.00	10808	05/10/2018
		172565	Ash Street Properties	03/31/2018	2,356.00	10808	05/10/2018
		172566	New Bench URD	03/31/2018	240.00	10808	05/10/2018
		172567	The Afton	03/31/2018	510.00	10808	05/10/2018
		172568	CD Closeout	03/31/2018	260.00	10808	05/10/2018
		172569	Civic Partners Developmen	03/31/2018	140.00	10808	05/10/2018
		172571	Parcel B Hotel Project	03/31/2018	737.00	10808	05/10/2018
		172572	Parking Matters	03/31/2018	1,897.00	10808	05/10/2018
		172573	RM 2017 Bonds	03/31/2018	1,260.00	10808	05/10/2018
		172574	Downtwon Boise Public Lib	03/31/2018	225.00	10808	05/10/2018
		172575	New Shoreline URD	03/31/2018	7,285.40	10808	05/10/2018
		172577	101-0 General	03/31/2018	414.95	10808	05/10/2018
		172580	WS District	03/31/2018	1,863.00	10808	05/10/2018

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		172581	New URD - GWD	03/31/2018	360.00	10808	05/10/2018
	Total 1838:				18,591.35		
1898	Fiberpipe	2544	E-mail & Audio hosting	05/01/2018	64.90	10815	05/15/2018
	Total 1898:				64.90		
3807	FreedomVoice Systems	2018.050105	Monthly Service	05/01/2018	551.16	62884	05/10/2018
	Total 3807:				551.16		
3695	Guho Corp.	17084-02	2018 CD Public Improvem	03/31/2018	9,671.97	10809	05/10/2018
		180101025-0	Street/District Improvement	03/31/2018	175,436.81	10809	05/10/2018
	Total 3695:				185,108.78		
3853	Hawkins Companies LLC	04202018	Cap T. Condo: April - June	04/01/2018	13,038.78	62879	05/08/2018
	Total 3853:				13,038.78		
4050	Hutchison Smith Architects	17036	WD, Type 5 Parcel Acquisit	04/10/2018	13,930.00	10810	05/10/2018
	Total 4050:				13,930.00		
2129	Idaho Blueprint & Supply C	425368	Office Printing - MiM	04/26/2018	96.42	10816	05/15/2018
	Total 2129:				96.42		
2165	Idaho Power	06607 APRIL	9th St outlets #220040660	04/30/2018	3.54	10830	05/21/2018
		08260 APRIL	421 N 10th St, 222370826	04/30/2018	860.78	10830	05/21/2018
		10368 APRIL	617 S Ash #2200910368	04/30/2018	9.02	10830	05/21/2018
		2201627995	9th & State # 2201627995	04/30/2018	3.54	10830	05/21/2018
		2223824935	1010 Jefferson 222382493	04/30/2018	973.81	10830	05/21/2018
		34903 APRIL	8th St lights #2202934903	04/30/2018	65.92	10830	05/21/2018
		83212 APRIL	Grove Vault #2205983212	04/30/2018	39.63	10830	05/21/2018
	Total 2165:				1,956.24		
3900	Idaho Records Manageme	0126936	Records Storage	04/30/2018	96.05	10817	05/15/2018
	Total 3900:				96.05		
2240	Intermountain Gas Compa	30007APR18	617 Ash St #69482130007	04/20/2018	11.11	10829	05/11/2018
	Total 2240:				11.11		
3966	Involta	0031768	Website Hosting Services	05/01/2018	1,347.90	62885	05/10/2018
	Total 3966:				1,347.90		
2288	Jensen Belts	1735-4	8th Street Bollards	04/30/2018	385.11	10818	05/15/2018
		1765-3	WD, Downtown Urban Par	03/31/2018	1,636.72	10793	05/03/2018
		1765-4	WD, Downtown Urban Par	04/30/2018	951.11	10818	05/15/2018
		1768-3	Streetscape Design Next Y	03/31/2018	1,045.61	10793	05/03/2018

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 2288:					4,018.55		
3439	KPFF Consulting Engineer	196518	10th & Front Garage Refur	04/01/2018	1,805.00	10826	05/17/2018
		202867	Suicide Prevention Rail 9th	04/30/2018	360.00	10826	05/17/2018
		202868	Suicide Prevention Rail 9th	04/30/2018	720.00	10826	05/17/2018
		202868	Suicide Prevention Rail 9th	04/30/2018	360.00	10826	05/17/2018
		202869	10th & Front Garage Refur	04/30/2018	3,160.00	10826	05/17/2018
Total 3439:					6,405.00		
4063	Laura Williams	APRIL 2018	Mileage and Per Diem	04/24/2018	203.49	10827	05/18/2018
Total 4063:					203.49		
3819	Level 3 Communications L	70093781	Internet & Data	04/17/2018	605.18	62873	05/07/2018
Total 3819:					605.18		
3833	Musgrove Engineering P.A.	16-198M	Alley Imprv (6th to 3rd Mai	04/26/2018	525.00	10819	05/15/2018
Total 3833:					525.00		
2774	Pro Care Landscape Mana	19744	10th & Front Garage	04/30/2018	3.39	62886	05/10/2018
		19793	617 Ash Street	04/30/2018	289.56	62886	05/10/2018
		19794	10th & Front Garage	04/30/2018	285.50	62886	05/10/2018
		19795	9th & Front Garage Sprinkl	04/30/2018	46.00	62886	05/10/2018
		19796	503 Ash Street	04/30/2018	126.00	62886	05/10/2018
		19873	Landscape 421 N 10th (IS	04/30/2018	152.00	62886	05/10/2018
Total 2774:					902.45		
3896	Rim View LLC	MAY 2018	Monthly Rent and NNN - Tr	05/01/2018	13,279.29	62867	05/01/2018
Total 3896:					13,279.29		
3796	Scheidt & Bachmann USA	31907	March 2018 Merchant Fee'	03/31/2018	978.66	10794	05/03/2018
Total 3796:					978.66		
3542	Security LLC - Plaza 121	MAY 2018	Office rent - May 2018	05/01/2018	10,898.86	62868	05/01/2018
Total 3542:					10,898.86		
3949	Shellan Rodriguez	APRIL 2018	Expense & Per Diem	04/24/2018	48.60	10828	05/18/2018
Total 3949:					48.60		
3974	Stability Networks Inc.	26664	Microsoft Licensing	04/13/2018	4,578.00	10795	05/03/2018
		26780	Complete Care Network Su	04/30/2018	2,125.00	10820	05/15/2018
		26780	Azure Cloud Backup	04/30/2018	420.00	10820	05/15/2018
Total 3974:					7,123.00		
3242	Suez Water Idaho	21111 MAY1	617 Ash St water #060063	05/14/2018	33.46	10842	05/31/2018
		28504 MAY1	Grove & 10th #060035756	05/14/2018	62.59	10842	05/31/2018
		30025	437 S 9th St irri #06006688	05/14/2018	38.22	10842	05/31/2018

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		34259 MAY1	516 S 9th St irri #06006391	05/14/2018	39.87	10842	05/31/2018
	Total 3242:				174.14		
3815	Synoptek LLC	1134381	All: Website Upgrades park	04/01/2018	706.62	62874	05/07/2018
		1134381	All: Website Upgrades park	04/01/2018	2,629.63	62874	05/07/2018
		1138246	All: Website Upgrades park	04/01/2018	462.13	62874	05/07/2018
	Total 3815:				3,798.38		
3831	The Land Group Inc.	0139664	RD, River Street SS, Ash t	03/31/2018	5,989.72	10811	05/10/2018
	Total 3831:				5,989.72		
3907	Total System Services	C001239	Preventive Maint. HVAC -	04/30/2018	470.05	62875	05/07/2018
	Total 3907:				470.05		
3170	Treasure Valley Coffee Inc.	05497394	Water & Cooler Rental	05/01/2018	75.00	10821	05/15/2018
		05535673	Coffee & tea	04/16/2018	142.13	10796	05/03/2018
		05558559	Coffee & tea	04/30/2018	134.59	10801	05/09/2018
	Total 3170:				351.72		
3197	Tri-State Electric Inc.	20369	Remove/Repalce Transfor	04/30/2018	2,800.00	10822	05/15/2018
	Total 3197:				2,800.00		
3233	United Heritage	02014-001 M	ST & LT Dissability & Life I	05/01/2018	1,322.32	62869	05/01/2018
	Total 3233:				1,322.32		
3835	US Bank - Credit Cards	04.25.2018	Accounts Receivable	04/25/2018	33.50	10813	05/09/2018
		04.25.2018	Voice, data & webhosting s	04/25/2018	25.00	10813	05/09/2018
		04.25.2018	Office Supplies	04/25/2018	550.88	10813	05/09/2018
		04.25.2018	Postage	04/25/2018	70.65	10813	05/09/2018
		04.25.2018	Dues & Subscriptions	04/25/2018	991.50	10813	05/09/2018
		04.25.2018	Travel & Meeting(non-local	04/25/2018	3,388.89	10813	05/09/2018
		04.25.2018	Local Meetings & Transpor	04/25/2018	715.92	10813	05/09/2018
		04.25.2018	Professional Services Gen	04/25/2018	4.95	10813	05/09/2018
		04.25.2018	The Grove - Operations	04/25/2018	180.19	10813	05/09/2018
		04.25.2018	Repairs & Maintenance	04/25/2018	380.00	10813	05/09/2018
		04.25.2018	R & M - Buildings & Groun	04/25/2018	121.06	10813	05/09/2018
	Total 3835:				6,462.54		
3864	USI Idaho Kibble & Prentic	2392496	Commercial Package FY20	04/27/2018	1,442.00	62876	05/07/2018
	Total 3864:				1,442.00		
4057	Valley Fire Protection	4272017	Fire Extinguishers & Lights	04/16/2018	481.30	62877	05/07/2018
	Total 4057:				481.30		
4028	Via Architecture Inc.	87217002	Shoreline Workshop	03/31/2018	1,317.00	10797	05/03/2018

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 4028:					1,317.00		
3841	VoiceText Communications	04.23.18-433	Conference calls	04/22/2018	5.18	10802	05/09/2018
		41321	Conference calls	04/08/2018	7.67	10798	05/03/2018
Total 3841:					12.85		
3997	Wash Worx	#INV-000271	Suicide Prevention Rail 9th	04/11/2018	8,574.51	10812	05/10/2018
		280	Clean and Install Grove U	05/04/2018	1,790.00	10823	05/15/2018
		280	Plastic Cover Removal	05/04/2018	300.00	10823	05/15/2018
Total 3997:					10,664.51		
3332	Watson Associates	1802A	9th/Front Garage - Crack R	04/30/2018	8,608.00	62889	05/14/2018
Total 3332:					8,608.00		
3365	Westerberg & Associates	209	Legislative Advisement Ser	04/30/2018	5,000.00	10824	05/15/2018
Total 3365:					5,000.00		
3374	Western States Equipment	IN643514	Bldg 8 generator maintena	04/30/2018	1,325.25	62887	05/10/2018
		IN644734	Bldg 8 generator maintena	04/30/2018	262.04	62887	05/10/2018
Total 3374:					1,587.29		
3990	Xerox Corporation	093098222	Copier Lease	04/30/2018	459.91	10825	05/15/2018
Total 3990:					459.91		
3868	YESCO	DRAW #4 R	2017 ParkBOI Garage Sign	03/31/2018	17,905.65	62880	05/08/2018
		DRAW #4 R	2017 ParkBOI Garage Sign	03/31/2018	4,417.00-	62880	05/08/2018
Total 3868:					13,488.65		
Grand Totals:					1,163,771.45		

Report Criteria:

Detail report type printed

MINUTES OF REGULAR MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
121 N. 9th St., Conference Room
Boise, ID 83702
May 14, 2018 12:00 p.m.

I. CALL TO ORDER:

Chairman Zuckerman convened the meeting with a quorum at 12:02 p.m.

Present: Commissioner Gordon Jones, Commissioner Maryanne Jordan, Commissioner Scot Ludwig, Commissioner Ryan Woodings, and Commissioner Dana Zuckerman.

Commissioner Ben Quintana arrived at 12:06 p.m.

Absent: Commissioner David Bieter

Agency staff members present: John Brunelle, Executive Director; Todd Bunderson, Development Director; Max Clark, Parking and Mobility Director; Ross Borden, Finance & Administration Director; Mary Watson, General Counsel & Contracts Manager; Doug Woodruff, Senior Project Manager; Karl Woods, Project Manager; Laura Williams, Project Manager; Matt Edmond, Project Manager; Shellan Rodriguez, Real Estate Development Manager; Kathy Wanner, Contracts Specialist; and Sandy Lawrence, Administrative Assistant. Also present was Agency legal counsel, Ryan Armbruster.

II. AGENDA CHANGES/ADDITIONS:

The Board gave unanimous consent to move agenda item Information/Discussion Item A: Ada County Assessor's Annual Report to be heard immediately following the Consent Agenda in order to accommodate the Assessor's schedule.

Agency legal counsel, Ryan Armbruster noted that when the meeting agenda was sent out there was a duplicate entry in the Consent Agenda: Item C – Approve FY 2018 Q2 Financial Report. This has been removed from the agenda.

III. CONSENT AGENDA:

A. Expenses

1. Approval of Paid Invoice Report – April 2018

B. Minutes and Reports

1. Approval of April 9, 2018 Meeting Minutes

C. Other

1. Approve Resolution #1541 - CSHQA's Professional Design Services Task Order 14-015 Amendment #1 for Central District Public Improvements
2. Approve Resolution #1547 – Approving Easement Agreements for BoDo Sidewalks
3. Approve FY 2018 Q2 Financial Report, October 1, 2017 thru March 31, 2018
(Unaudited)

Commissioner Woodings made a motion to approve the Consent Agenda.

Commissioner Jordan seconded the motion

Commissioner Ludwig recused himself from voting on the consent agenda based on previous recusals concerning his interest in certain properties within the River Myrtle project area.

All said aye, the motion carried 4-0

IV. ACTION ITEM

A. CONSIDER: Resolution #1548 - to Quitclaim 11th & Myrtle Remnant to City of Boise

Mary Watson, CCDC General Counsel & Contracts Manager, gave a report.

Commissioner Woodings moved to adopt Resolution #1548 to quitclaim the 11th & Myrtle Remnant Parcel to the City of Boise.

Commissioner Jordan seconded.

All said Aye, the motion carried 6-0.

B. Resolution #1529 – Amend Resolution #1478, RMOB Series 2017 A Redevelopment Bonds

Ross Borden, CCDC Finance & Administration Director, gave a report.

Commissioner Woodings moved to adopt Resolution #1529, amending Resolution #1478, the Series 2017A Redevelopment Bond Resolution, to authorize redirecting the \$2.6 million originally intended to purchase the fifth & Broad Street parking condominium to eligible expenses associated with the construction of the new main Library! project.

Commissioner Jordan seconded.

All said Aye, the motion carried 6-0.

C. 801 W Main Street – Wells Fargo Center Retail – Type 1 Participation

Laura Williams, CCDC Project Manager, gave a report.

Commissioner Woodings moved to approve a program modification for the awning criteria for the Wells Fargo Center Retail Type 1 Project, and direct staff to negotiate a final Participation Agreement with ODC-FIC, LP.

Commissioner Quintana seconded.

All said Aye, the motion carried 6-0.

D. Resolution #1543 - 6th and Front Project – Approval of the Disposition and Development Agreement for 502 West Front Street

- E. Resolution #1544 - 6th and Front Project – Approval of the Type 3 Participation Agreement with Front Street Investors, LLC**
- F. Resolution #1545 - 6th and Front Project – Approval of the Parking Permit Purchase Agreement with Front Street Investors, LLC**

Laura Williams, CCDC Project Manager, gave a report.

Commissioner Woodings moved to adopt Resolution #1543 – approving the Disposition and Development Agreement for 502 W Front Street, Resolution #1544 – approving the Type 3 Participation Agreement with Front Street Investors, LLC and Resolution #1545 – approving the Parking Permit Purchase Agreement with Front Street Investors, LLC.

Commissioner Quintana seconded.
All said Aye, the motion carried 6-0.

G. Capitol & Front Garage RFP Update and Process Approval

Laura Williams, CCDC Project Manager, gave a report.

Commissioner Woodings moved to approve the updated disposition process for the Capitol & Front garage and authorize the Executive Director to begin negotiations on the open market with interested parties.

Commissioner Quintana seconded the motion

Commissioner Ludwig moved that there be an addition to the suggested motion, provided however, the minimum RFP bid process shall be reviewed for further approval following the Executive Director negotiations on the open market with interested parties.
There was no second to this motion

Commissioner Woodings moved to withdraw his original motion, concurred with by Commissioner Quintana, who had seconded the original motion, thus negating the amendment proposed by Commissioner Ludwig.

Commissioner Ludwig then moved to authorize Executive Director and the Executive Committee to review and analyze the RFP process as completed and determine whether there could be a modified RFP issued and report to the Board of its findings.

Commissioner Jones seconded.
All said Aye, the motion carried 6-0.

H. Resolution #1550 - Central District Geothermal Type 4 Agreement with City of Boise

Doug Woodruff, CCDC Senior Project Manager, gave a report.

Commissioner Woodings moved to adopt Resolution #1550, approving the Union Block Geothermal Project Type 4 Participation Agreement.

Commissioner Jordan seconded.
All said Aye, the motion carried 6-0.

V. INFORMATION/DISCUSSION ITEMS:

A. Ada County Assessor's Annual Report

Robert McQuade, Ada County Assessor, gave a report.

B. Central District Sunset – Update

Ross Borden, CCDC Finance & Administration Director, gave a report.

C. Operations Report

John Brunelle, CCDC Executive Director, gave a report.

VI. REGULAR MEETING ADJOURNMENT

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

All said Aye. 6 - 0

The meeting was adjourned at 1:35 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 11th day of June 2018.

Dana Zuckerman, Chair

Ryan Woodings, Vice Chair



AGENDA BILL

Agenda Subject: Approve Resolution #1552 - 801 W Main Street – Wells Fargo Center Retail – Type 1 Participation Agreement with ODC-FIC, LP.		Date: 6/11/2018
Staff Contact: Laura Williams	Attachments: 1) Resolution #1552 and Agreement 2) Existing Conditions	
Action Requested: Approve the Type 1 Streetscape Grant Participation Agreement with ODC-FIC, LP		

Background:

The Wells Fargo Center Retail building was completed in 1988 as part of the Wells Fargo Office building development. Located at the corner of Main Street and the North Spoke of The Grove Plaza, the building is in the center of downtown Boise. Oppenheimer Development Corporation owns the building and tenants include Costa Vida, Snake River Tea, Taters, and Lucky Fins. The building owners are updating the exterior including new paint, lighting, and awnings. New steel and aluminum awnings will replace the existing pinstriped canvas canopies. The building upgrades are estimated to cost approximately \$500,000.

CCDC encourages owner/tenant improvements that refresh downtown buildings, strengthen occupancy, and enhance the public realm and pedestrian experience. As part of this project this building owners will install new awnings around the building replacing the outdated, lower hanging canvas awnings. Awnings enhance the building façade and the pedestrian experience by creating a more walkable corridor. Most importantly awnings provide shelter from rain, snow, sun not only to building tenants/visitors but also the public at large.

In 2014, the Board of Commissioners approved CCDC's Participation Program, which includes a Type 1 Streetscape Grant Reimbursement. The Type 1 program is intended to, "assist smaller projects on their own schedule, often triggered by a tenant improvement." The grant will reimburse for up to \$150,000 of eligible expenses, hard costs for streetscapes and public improvements. The Type 1 program can also include awnings located in the public right-of-way.

CCDC's Participation Program Policy stipulates several criteria that awnings must meet in order to be considered eligible expenses, and the Wells Fargo Center - Retail Building awnings meet all of the specifications as follows:

1. **Awnings must be located in the right-of-way or included in a public easement:**
There will be 5 awnings located in the Main Street ROW, and 9 awnings in The Grove Plaza property (owned by CCDC). The owner has received a license agreement from

CCDC to install the awnings in The Grove Plaza property – a requirement of the building permit process. These will be included as eligible expenses. The awnings located on the south side of Lucky Fins are on private property and will not be included.

2. **Awnings must provide functional services (shelter from sun, rain, etc.) to the public sidewalks and streetscapes:** The Wells Fargo Retail building's awnings will be made with seem metal roofing and to protect pedestrians and sidewalks/plaza from the elements.
3. **Awnings must extend at least 5 feet into the right-of-way:** The awnings extend 5'11.5" over the ROW and The Grove Plaza
4. **Awnings must be made of durable material (including but not limited to metal, polycarbonate, and durable fabric):** The awnings will be fabricated out of steel and aluminum paneling.

The following criteria requires an exception:

5. **Awnings must cover over 75% of the ground-floor frontage:** This building has a unique set of circumstances for awning coverage. Along the North Spoke, the building has a 20' alcove/entrance, and on the corner of Main Street the building has a pass-through entry into Costa Vida. Both of these spaces would be difficult to install awnings over, and already provide a level of pedestrian protection from the elements. Without including these two areas, the total ground floor coverage comes to 72% of the Main Street and The Grove Plaza frontages. The design of the awnings reflects the 12' windows that are evenly spaced, so the missing 3% coverage is due to existing conditions made up for by aesthetic appeal having the awnings align with the windows along the pedestrian walkway.

The participation program does allow the Board to grant program exceptions, if in its sole judgement certain necessary and sufficient conditions exist to warrant the modification of one or more of the program requirements. Staff recommends that the Board grant an exception to this project for this criteria, because of the constraints the building frontage and design present to meet the goal.

Project Summary and Timeline:

- 10,780 SF retail space exterior renovation
- Located on 8th and Main Street (Central URD)
- \$500,000 estimated Total Renovation Costs
- April 9, 2018 – DR approval (staff level)
- May 14, 2018 – CCDC Board Type 1 Agreement Designation
- June 11, 2018 – CCDC Board Approval of Type 1 Agreement
- Summer 2018 – Construction
- September 30, 2018 – Construction Complete. Developer submits costs for reimbursement.

Fiscal Notes:

Preliminary information shows that the project has eligible costs will exceed \$150,000, and the project will request \$150,000 as determined in the Type 1 Participation Program. The budget for the project was included in the Amended 2018-2022 CIP, approved by the Board in March. This is an additional Type 1 for the Central District, made available with project changes in the district in the last several months. Because the Central District is closing this fiscal year, tax increment calculations are not factored.

Staff Recommendation:

Approve the Type 1 Participation Agreement with ODC-FIC, LP.

Suggested Motion:

I move to approve Resolution 1552 approving the Type 1 Participation Agreement with ODC-FIC, LP.

Attachment 1 – Resolution #1552 and Type 1 Agreement

RESOLUTION NO. 1552

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 1 PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND ODC-FIC, LP; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 1987 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "Boise Central District Urban Renewal Plan") and, following said public hearing, the City adopted its Ordinance No. 5026 on August 19, 1987, approving the Boise Central District Urban Renewal Plan and making certain findings; and,

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

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

WHEREAS, ODC-FIC, LP ("Participant"), owns or controls certain real property at 801 W Main Street, Boise, Idaho (the "Site"), which is located in the Boise Central Urban Renewal District as created by the Central District Plan; and,

WHEREAS, Participant intends on making improvements to the systems and exterior of the building on the Site and desires to install new awnings that extend over the public right-of-way (the "Project"); and,

WHEREAS, the Agency has in place a Participation Program which includes the Type 1 Assistance Program under which the Agency reimburses developers for construction of public improvements including awnings which meet Agency's requirements; and,

WHEREAS, the Agency's Participation Program stipulates several criteria for awnings to be eligible for CCDC funding. The Participant's project meets all but one criteria and requires a program exception. The CCDC Board Commissioners approved the program exception at the May 14, 2018 Board Meeting; and,

WHEREAS, attached hereto as Attachment 1, and incorporated herein as if set forth in full, is the Type 1 Participation Program Agreement and exhibits thereto ("Agreement") with Participant whereby Participant will construct the Project and the Agency will reimburse Participant for constructing public improvements as specified in the Agreement; and,

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

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 Agreement, which is attached hereto as Attachment 1 and incorporated herein by reference, is hereby approved.

Section 3: That the Executive Director of the Agency is hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the June 11, 2018, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on June 11, 2018. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on June 11, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
David Bieter, Secretary



TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT

THIS TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Boise City, Idaho (“CCDC”) and ODC-FIC, LP. (“Participant”). CCDC and Participant may be collectively referred to as the “Parties” and individually referred to as a “Party.”

RECITALS

A. Participant owns or controls certain real property located 801 West Main Street, Boise, Idaho (the “Project Site”) which is more accurately depicted on attached Exhibit A. The Project Site is undergoing building renovations including installing awnings in the public right-of-way on Main Street and along the North Spoke of The Grove Plaza.

B. As part of the improvements to the Project Site, Participant intends to install awnings, which are in the public right-of way adjacent to the Project Site to replace existing canopies (the “Project”). The Project is more accurately depicted on attached Exhibit B. The Project meets the requirements of the Type One Participation Program and also promotes a CCDC objective to enhance the pedestrian environment downtown.

C. The Project is located in the Boise Central Urban Renewal District (“Central District”). The CCDC Board of Commissioners has adopted the CCDC Participation Program Policy which includes standards for functional awnings eligible for reimbursement through the CCDC Participation Program.

D. The Project is consistent with CCDC’s Participation Policy regarding awning specifications and/or received a special program exception. The project meets the following criteria; functional awnings must have a minimum depth of 5 feet and be made of a durable material including but not limited to metal, polycarbonate, and durable fabric. The CCDC Board of Commissioners granted a program exception to the following criteria that awnings must cover greater than or equal to 75% of ground floor frontage. Due to unique circumstances of the building design and awning aesthetics, the Project covers 72% of the ground floor frontage.

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

AGREEMENTS

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement; the mutual covenants contained herein; and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Effective Date.** The effective date (“Effective Date”) of this Agreement shall be the date when this Agreement has been signed by the Participant and CCDC (last date signed) and shall continue until: 1.) the completion of all obligations of each Party; or 2.) September 30, 2018, whichever comes first.

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

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

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

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

5. **Determining Actual Payment after Completion of Construction.** Participant shall provide appropriate documentation (“Cost Documentation”) to CCDC that Participant has expended funds for eligible costs in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant’s notification to CCDC that construction of the Project is complete and shall include:

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

the Project in comparison to the amount used for the remainder of improvements to the Project Site.

- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation as requested by CCDC.
- d. A notarized affidavit by Participant that all materials have been paid for, that all subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
- e. Additional documentation or clarifications may be required and requested by CCDC.
- f. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way or easement area.

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

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

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

6. CCDC's Reimbursement Payment Amount. In accordance with the Participation Program, CCDC agrees to reimburse Participant 100% of Actual Eligible Costs not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000). Actual Eligible Costs shall not include soft costs (e.g., architectural and engineering design, permits, traffic control, mobilization, and overhead).

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

- a. CCDC provides written confirmation to the Participant that the Project has been constructed in compliance with this Agreement. CCDC may require proof of completion at CCDC's sole discretion.
- b. CCDC receives Cost Documentation from Participant as described in Section 5 in a format acceptable to CCDC.

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

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

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

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

- e. In the event Participant defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment shall be deemed extinguished. In addition, if CCDC funds shall have been paid, Participant shall reimburse CCDC for any such funds Participant received.

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

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

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

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

If to Participant:

ODC-FIC, LP
Oppenheimer Development Corporation
877 West Main Street, Suite 700
Boise, Idaho 83701
208-343-4883
Coby-barlow@oppcos.com

If to CCDC:

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

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

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

Exhibit A	Project Site Map
Exhibit B	Project Plan
Exhibit C	Schedule of Eligible Costs

16. Indemnification. Participant shall indemnify and hold CCDC and its officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this section as “Claim”), which may be imposed upon or incurred by or asserted against CCDC or its respective officers, agents, and employees relating to the construction or design of the Streetscape Project or otherwise arising out of Participant’s actions or inactions. In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from CCDC shall, at Participant’s expense, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees.

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

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

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

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

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

CCDC:

CCDC: the urban renewal agency of the City of Boise, a public body, corporate and politic

John Brunelle, Executive Director

Date _____

APPROVED AS TO FORM:

PARTICIPANT:

ODC-FIC, LP

Coby Barlow, Property & Operations Manager

Date _____

Exhibits

- A: Project Site
- B: Project Depiction
- C: Schedule of Eligible Streetscape and Infrastructure Costs

Budget Info / For Office Use	
Fund/District	301
Account	6251
Activity Code	18089
PO #	180114
Contract Term	September 30, 2018

Exhibit A: Project Site Map



TYPE 1 STREETSCAPE GRANT AGREEMENT - 9

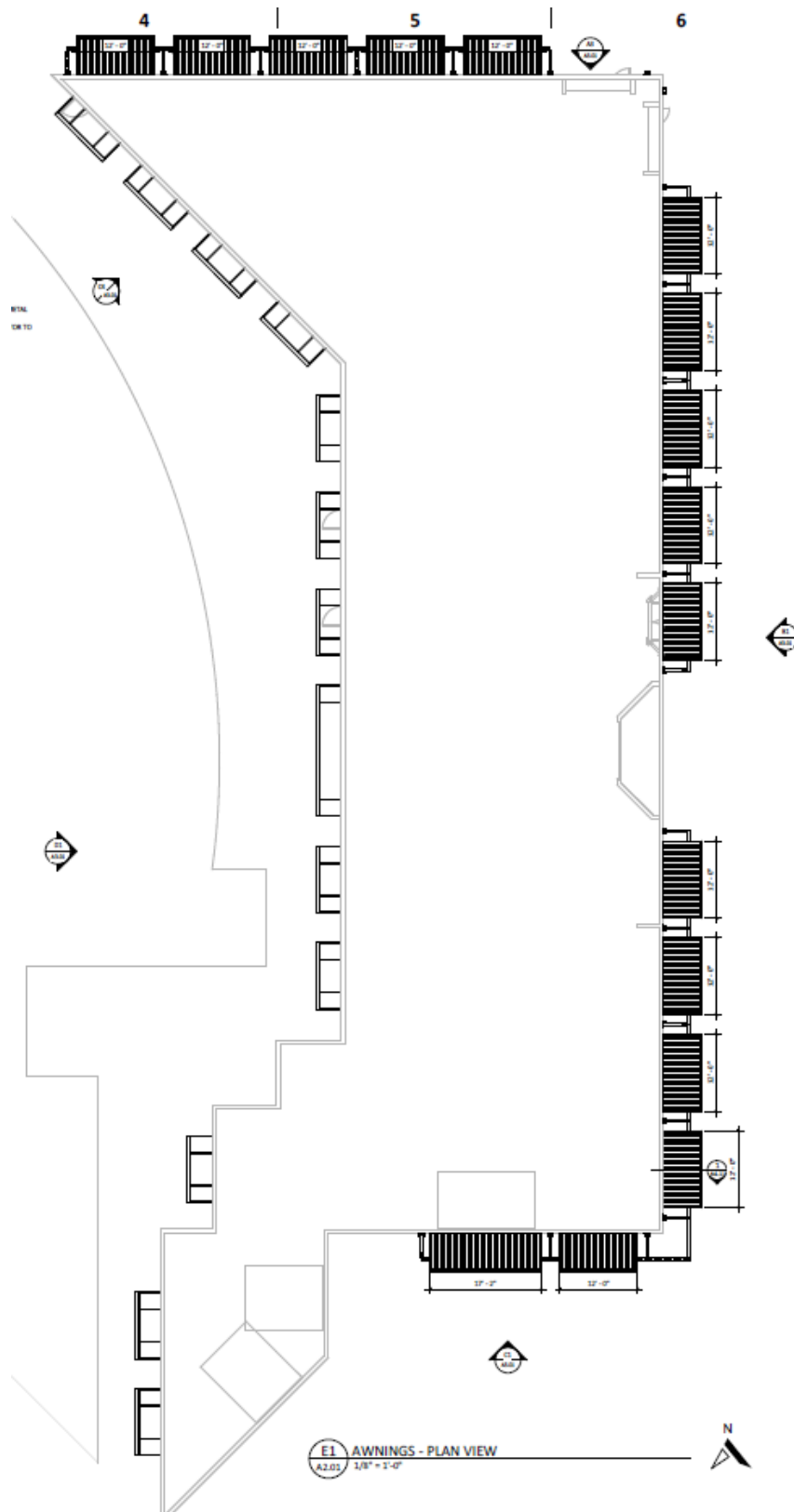




Exhibit C: Schedule of Eligible Costs

CCDC Participation Program T1 Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC					
Project Name: Wells Fargo Center Retail		Plan Date: 5/30/2018		Prepared By: CCDC, Beniton	
STREETSCAPE IMPROVEMENTS: (In right-of-way)					
#	ITEM DESCRIPTION:	UNIT (SF, LF, etc.)	UNIT PRICE (In \$)	QUANTITY	TOTAL COST
SITE PREPARATION:					
1	Surface demolition	0	0	0	0
2	Asphalt demolition	0	0	0	0
3	Curb and gutter demolition	0	0	0	0
4	Saw cut	0	0	0	0
5	Replace subbase	0	0	0	0
6	Stand alone tree removal	0	0	0	0
SIDEWALK WORK:					
7	Scored concrete sidewalk	0	0	0	0
8	Dry laid brick	0	0	0	0
9	Pedestrian ramp	0	0	0	0
10	Truncated dome	0	0	0	0
11	Lawn parkway	0	0	0	0
12	Irrigation	0	0	0	0
SITUATIONAL FURNISHINGS:					
13	Street trees	0	0	0	0
14	Tree grates & frames	0	0	0	0
15	Trench drain cover	0	0	0	0
16	Historic street light	0	0	0	0
17	Bench	0	0	0	0
18	Bike rack	0	0	0	0
19	Litter receptacle	0	0	0	0
20	Pre-cast planter	0	0	0	0
OTHER:					
21	Awnings, Structural Steel	0	0	0	136,352
22	Awning Painting				8,750
23	Awning Roofing	0	0	0	18,320
TOTAL ELIGIBLE COSTS:					163,422
TYPE ONE NOT-TO-EXCEED AMOUNT					150,000
Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.					

NOTE: Total reimbursement Not-to-Exceed \$150,000.

Attachment 2 – Existing Conditions





IV. ACTION ITEMS



AGENDA BILL

Agenda Subject: Resolution 1556		Date: 6/11/2018
Adoption of the First Amendment to the Urban Renewal Plan, 30 th Street Area Urban Renewal Project, seeking to deannex certain parcels from the existing 30 th Street Project Area.		
Staff Contact: Shellan Rodriguez	Attachments: 1) Resolution No. 1556 2) 30 th Street Urban Renewal Plan – First Amendment a. Map b. Legal Description 3) Letter to taxing districts 4) Fiscal Impact Estimate	
Action Requested: Adopt Resolution No. 1556 approving and adopting the First Amendment to the Urban Renewal Plan, 30 th Street Area Urban Renewal Project, seeking to deannex certain parcels from the existing 30 th Street Project Area.		

Background:

In late 2017, the Boise City Council adopted the River Street Master Plan. The area within this Plan is between the Boise River Greenbelt, the I-184 Connector, Myrtle Street and 9th Street, and is considered underdeveloped. Starting in 2016, a planning and outreach process occurred to obtain input from various stakeholders including area business owners, property owners, residents and representatives of public agencies.

In late 2013, the Lusk Street Master Plan was finalized and adopted by the Boise City Council. That Plan included the area east of Ann Morrison Park, south of the Boise River, west of Capitol Boulevard, and north of the Boise Depot. One of its primary goals was to support Lusk Street as a pedestrian and bicycle oriented mixed-use storefront area that provides a unique mix of services. The Lusk Street Master Plan includes an Implementation Plan which identifies high priority actions such as working with CCDC to examine the possibility of a new urban renewal district and working with CCDC to explore partnerships and funding opportunities for locating a new parking garage/options in the area.

The River Street Master Plan and the Lusk Street Master Plan (collectively, the “Master Plans”) incorporate areas that are within or just outside existing URDs. These Master Plans identify a range of existing conditions and outline goals around transportation, sidewalks, bicycle/pedestrian, park improvements and land uses.

Since early 2017, CCDC staff has been working to determine geographic boundaries for a proposed urban renewal study area to leverage the effort of the above-mentioned Master Plans as well as to identify areas that have experienced less investment compared with neighboring areas. In determining the boundaries of the proposed study area, CCDC staff worked closely with the City of Boise staff to research and review areas where the creation of an urban renewal district would enable access to unique tools and resources not otherwise available to stimulate reinvestment and attract new development in an area that may not otherwise occur. The study area was intended to be small enough to create meaningful and measurable outcomes and development plans, while also catalyzing areas that have not benefited as broadly from investment as perhaps nearby URDs have. The boundaries of the proposed study area were drafted, studied and reviewed by CCDC staff and leadership as well as City of Boise staff.

In late 2017, the City Council approved the Eligibility Study completed by SB Friedman Development Advisors. The area studied is now referred to as the “proposed Shoreline Urban Renewal Area.” This area, approx. 195 acres, includes much of the area included in the Master Plans.

Of the 195 acres within the proposed Shoreline Urban Renewal Area approximately 36 acres are currently within the boundaries of the 30th Street District. Idaho Code, as applied, does not allow for a parcel to be within the boundaries of two urban renewal districts, therefore, the 36 acre portion currently in the 30th Street District must be deannexed via a plan amendment of the 30th Street Urban Renewal Plan (the “Plan Amendment”). The intent is for this 36 acre area to become part of the proposed Shoreline Urban Renewal District later in 2018, or in 2019.

All taxing districts were notified of the intent to proceed with the creation of the proposed Shoreline Urban Renewal District and the proposed Plan Amendment via letter dated May 16, 2018.

Fiscal Notes:

There is no outstanding debt or bond covenants in the 30th Street District.

The cost of the Plan Amendment lies in legal and consultant fees, staff time and public noticing costs and is incorporated within the FY 2018 budget and will be within the FY 2019 budget.

This Plan Amendment will have no impact on the duration of the 30th Street District and will not reset the base value of the 30th Street District. It will remove the described parcels from the 30th Street District, and therefore, the 30th Street District will no longer receive an allocation of revenues from the deannexed parcels. The total 2018 increment value of the parcels contemplated for deannexation is \$7,291,300, which results in a reduction of tax increment revenue for the next fiscal year in the estimated amount of \$109,744.

Staff Recommendation:

Adopt Resolution No. 1556 adopting the First Amendment to the Urban Renewal Plan, 30th Street Area Urban Renewal Project, seeking to deannex certain parcels from the existing 30th Street Project Area.

Suggested Motion:

I move to adopt Resolution #1556 approving and adopting the First Amendment to the Urban Renewal Plan, 30th Street Area Urban Renewal Project, seeking to deannex certain parcels from the existing 30th Street Project Area.

4843-4708-8488, v. 1

RESOLUTION NO. 1556

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION, RECOMMENDING AND ADOPTING THE FIRST AMENDMENT TO THE URBAN RENEWAL PLAN, 30TH STREET AREA URBAN RENEWAL PROJECT, WHICH FIRST AMENDMENT SEEKS TO DEANNEX CERTAIN PARCELS FROM THE EXISTING 30TH STREET PROJECT AREA; AUTHORIZING AND DIRECTING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR TO TAKE APPROPRIATE ACTION; PROVIDING FOR THE RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council (the “City Council”) of the City of Boise City, Idaho (the “City”), after notice duly published, conducted a public hearing on the Urban Renewal Plan, 30th Street Area Urban Renewal Project (the “30th Street Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 6868 on December 4, 2012, approving the 30th Street Plan and making certain findings;

WHEREAS, the 30th Street Plan project area is referred to herein as the “Existing Project Area;”

WHEREAS, the Agency seeks to amend the Existing Project Area to deannex certain parcels as described in the First Amendment defined below;

WHEREAS, the Agency has reviewed the financial impact of the deannexation on its allocation of revenue and has concluded the remaining allocation of revenue is sufficient to pay its operations, obligations and to continue to implement the terms of the 30th Street Plan;

RESOLUTION NO. 1556 - 1

WHEREAS, the Agency, in coordination with the City, has prepared the First Amendment to the 30th Street Plan (the “First Amendment”), as set forth in Exhibit 1 attached hereto, identifying the parcels to be deannexed from the Existing Project Area;

WHEREAS, the First Amendment amends the 30th Street Plan, which contains provisions of revenue allocation financing as allowed by the Act;

WHEREAS, the First Amendment is expected to be adopted by the City Council in accordance with the requirements of the Law and the Act, specifically, but not limited to the requirements set forth in Idaho Code §§ 50-2008 and 50-2906;

WHEREAS, the Agency Board finds it in the best interests of the Agency and the public to recommend approval of the adoption of the First Amendment, as prepared by the Agency in coordination with the City, and as set forth in Exhibit 1 attached hereto, and to forward it to the Mayor and City, for adoption in accordance with the requirements of the Law and the Act.

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

Section 1. The above statements are true and correct.

Section 2. That the Agency Board recommends that the First Amendment, attached hereto as Exhibit 1, identifying the parcels to be deannexed from the Existing Project Area, be adopted by the City Council including any sections, modifications, or text discussed at the June 11, 2018, Agency Board meeting.

Section 3. That this Resolution constitutes the necessary action of the Agency under the Law, Section 50-2008, Idaho Code and the Act.

Section 4. The Chair or Vice-Chair of the Board of Commissioners, or the Executive Director of the Agency are hereby authorized and directed to take all steps necessary and convenient in partnership with the City to facilitate the City’s adoption of the First Amendment.

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, also known as Capital City Development Corporation on June 11, 2018. Signed by the Chair of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on June 11, 2018.

APPROVED:

By _____
Chair of the Board

ATTEST:

By _____
Secretary

4828-6120-5351, v. 2

RESOLUTION NO. 1556 - 3

**FIRST AMENDMENT TO THE
URBAN RENEWAL PLAN
30TH STREET AREA
URBAN RENEWAL PROJECT**

**URBAN RENEWAL AGENCY OF BOISE CITY
(also known as Capital City Development Corporation)**

BOISE, IDAHO

**Ordinance No. 6868
Adopted December 4, 2012
Effective December 15, 2012, publication**

**First Amendment
Ordinance No. _____
Adopted _____, 2018
Effective _____, 2018, publication**

BACKGROUND

This First Amendment (“First Amendment”) to the Urban Renewal Plan, 30th Street Area, Urban Renewal Project (the “Plan”) deannexes certain parcels from the plan area/revenue allocation area created by the Plan commonly referred to as the “30th Street Project Area,” adopted by Boise City Council Ordinance No. 6868, on December 4, 2012. The scope of this First Amendment is limited to addressing the deannexation of certain parcels from the 30th Street Project Area. It is important to note the deannexation of parcels from the 30th Street Project Area does not change the termination date set forth in the Plan.

As a result of the deannexation, in 2018 through the remaining years of the Plan, the Urban Renewal Agency of Boise City, Idaho also known as Capital City Development Corporation (the “Agency”) will cease receiving an allocation of revenues from the deannexed parcels. The increment value of the parcels deannexed from the 30th Street Project Area shall be included in the net taxable value of the taxing district when calculating the subsequent property tax levies pursuant to section 63-803, Idaho Code. The increment value shall also be included in subsequent notification of taxable value for each taxing district pursuant to section 63-1312, Idaho Code, and subsequent certification of actual and adjusted market values for each school district pursuant to section 63-315, Idaho Code. The Ada County Assessor’s Office maintains the value information, including the increment value, if any, included on the new construction roll for new construction associated with the deannexed parcels. The amount added to the new construction roll will equal the amount by which the December 31, 2017, increment value exceeds the increment value as of December 31, 2006.

House Bill 606, effective July 1, 2016, amended the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”) and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”) confirming that a plan amendment to the Plan does not result in a reset of the base assessment roll values to the current year’s equalized assessed values: “[f]or plans adopted or modified prior to July 1, 2016, and for subsequent modifications of those urban renewal plans, the value of the base assessment roll of property within the revenue allocation area shall be determined as if the modification had not occurred.” Idaho Code § 50-2903(4). Further a plan amendment to accommodate a de-annexation in the revenue allocation boundary is also an identified exception to the base reset requirement. Idaho Code § 50-2903A(1)(a)(iii).

AMENDMENTS TO THE PLAN

1. Definitions. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Plan.

2. The following defined terms are amended throughout the Plan as follows:

(a) Delete “Project Area” and replace with “Amended Project Area” except where specifically referenced in this First Amendment.

(b) Delete references to Attachment 1 entitled “Boundary Map of 30th Street Urban Renewal Project Area and Revenue Allocation Area” and replace with Attachment 1 entitled “Boundary Map of 30th Street Amended Project Area and Amended Revenue Allocation Area.”

(c) Delete references to Attachment 2 entitled “Description of 30th Street Urban Renewal Project Area and Revenue Allocation Area” and replace with Attachment 2 entitled “Description of 30th Street Amended Project Area and Amended Revenue Allocation Area.”

3 Amendment to Section 102.1 of the Plan.

(a) Section 102.1 entitled “CONFORMANCE WITH THE IDAHO URBAN RENEWAL LAW OF 1965, AS AMENDED” is amended by adding new paragraphs to the end of the existing language as follows:

- e. This First Amendment to the Plan (the “First Amendment”) deannexes certain parcels from the existing Project Area, resulting in an “Amended Project Area” as further described and shown in Attachments 1 and 2.
- f. In accordance with the Law, the First Amendment was submitted to the Planning and Zoning Commission of the City. After consideration of the First Amendment, the Commission filed a statement or resolution with the City Council stating that the First Amendment is in conformity with the Comprehensive Plan, as amended.
- g. Pursuant to the Law, the City Council, having published due notice thereof, held a public hearing on the First Amendment. Notice of the hearing was duly published in a newspaper having general circulation. The City Council adopted the First Amendment on _____, 2018, pursuant to Ordinance No. _____.

4. Amendment to Section 200 of the Plan.

(a) Section 200 entitled “DESCRIPTION OF PROJECT AREA” is deleted and replaced as follows:

DESCRIPTION OF THE AMENDED PROJECT AREA

The boundaries of the Amended Project Area and of the Amended Revenue Allocation Area are shown on the Amended Project Area and Amended Revenue Allocation Area Boundary Map, attached hereto as Attachment 1 and incorporated herein by reference, and are described in the Description of the Amended Project Area and

Amended Revenue Allocation Area, attached hereto as Attachment 2 and incorporated herein by reference. For purposes of boundary descriptions and use of proceeds for payment of improvements, the boundary shall be deemed to extend to the outer boundary of rights-of-way or other natural boundary unless otherwise stated.

5. Amendment to Section 302 of the Plan.

(a) Section 302 is amended by deleting the first sentence of the second paragraph and replacing it as follows:

Following de-annexation of certain parcels, the Amended Project Area and Amended Revenue Allocation Area consists of approximately 213 acres, west of the Boise Central Business District and adjacent to the Westside Downtown and River Myrtle-Old Boise Urban Renewal Project Areas.

6. Amendment to Section 404 of the Plan.

(a) Section 404 is amended by deleting the first sentence of the first paragraph and replacing it as follows:

The Amended Project Area contains primary public streets including but not limited to Fairview Avenue, Main Street, Idaho Street, Stewart Avenue, 23rd Street, 27th Street, 30th Street Extension (or as renamed by local government).

7. Amendment to Section 504 of the Plan.

(a) Section 504 is amended by adding a new sentence immediately following the end of the first sentence of the first paragraph as follows: Revenue allocation financing authority for the deannexed parcels pursuant to the First Amendment will be terminated effective January 1, 2018.

(b) Section 504 is amended by adding a new sentence at the end of the fourth paragraph as follows: No modifications to the analysis set forth in Attachment 5 have been made as a result of the First Amendment.

8. Amendment to Section 504.1 of the Plan.

(a) Section 504.1 is amended by adding a new sentence immediately following the end of the paragraph as follows: No modifications to the Study have been made as a result of this First Amendment.

9. Amendment to Section 504.3 of the Plan.

(a) Section 504.3 is amended by adding a new sentence at the end of the paragraph as follows: The deannexation of parcels from the existing Project Area pursuant to the First Amendment will not change this analysis.

10. Amendment to Section 504.4 of the Plan.

(a) Section 504.4 is amended by adding a new sentence at the end of the second paragraph as follows: The deannexation of parcels from the existing Project Area pursuant to the First Amendment will reduce the amount of revenue generated by revenue allocation.

(b) Section 504.4 is amended by adding a new sentence at the end of the third paragraph as follows: The deannexation of parcels from the existing Project Area pursuant to the First Amendment does not materially reduce revenue allocation and the Project continues to be feasible.

11. Amendment to Section 800 of the Plan.

(a) Section 800 is amended by adding a new sentence at the end of the first paragraph as follows: The deannexation of parcels from the existing Project Area has no impact on the duration of this Plan.

12. Amendment to Attachment 1 of the Plan.

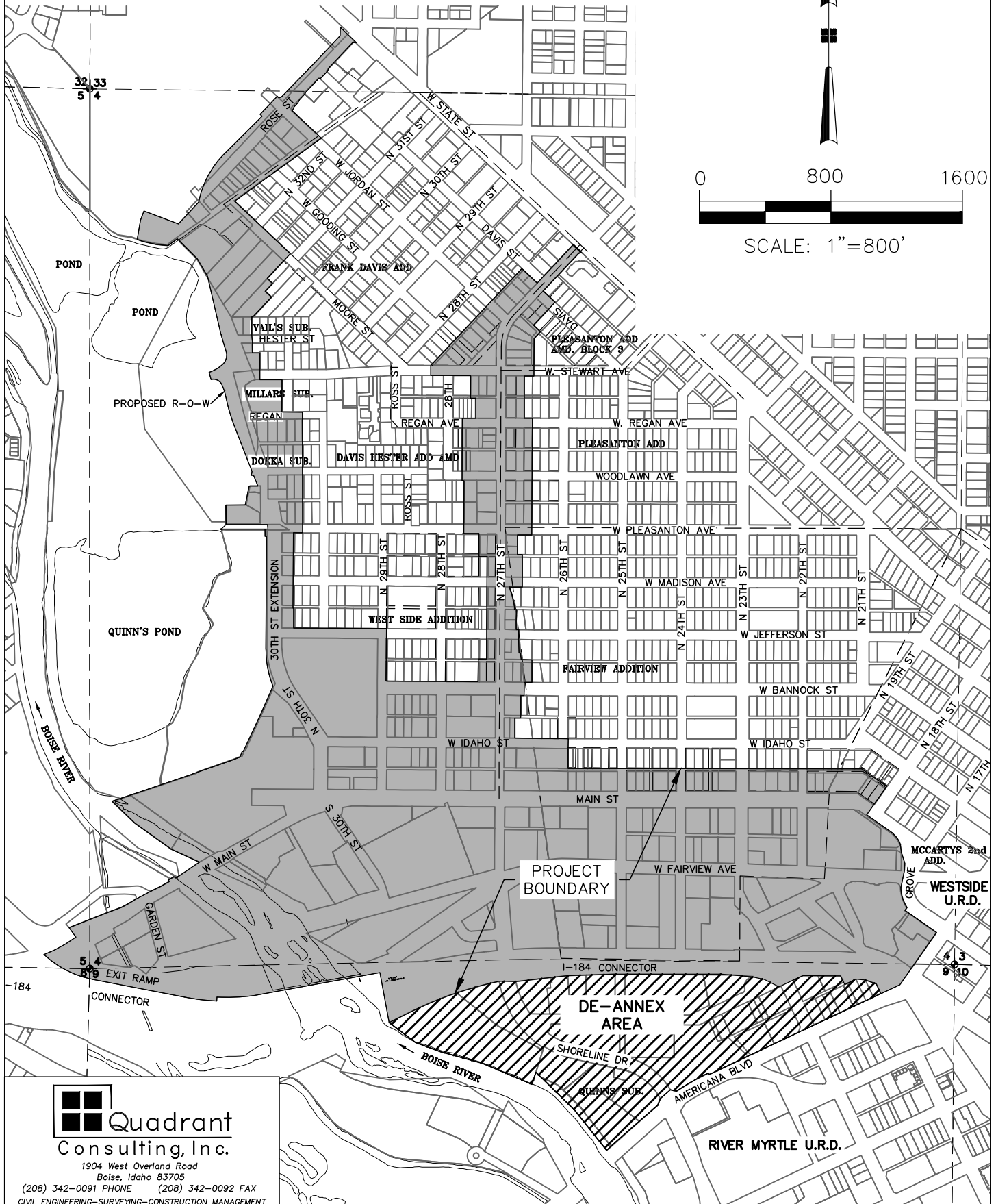
(a) Attachment 1 entitled “Boundary Map of 30th Street Urban Renewal Project Area and Revenue Allocation Area” is deleted and replaced with Attachment 1 entitled “Boundary Map of 30th Street Amended Project Area and Amended Revenue Allocation Area,” attached hereto.

13. Amendment to Attachment 2 of the Plan.

(a) Attachment 2 entitled “Description of 30th Street Urban Renewal Project Area and Revenue Allocation Area” is deleted and replaced with Attachment 2 entitled “Description of 30th Street Amended Project Area and Amended Revenue Allocation Area,” attached hereto.

14. 30th Street Plan Remains in Effect. Except as expressly modified in this First Amendment, the Plan and the Attachments thereto remain in full force and effect.

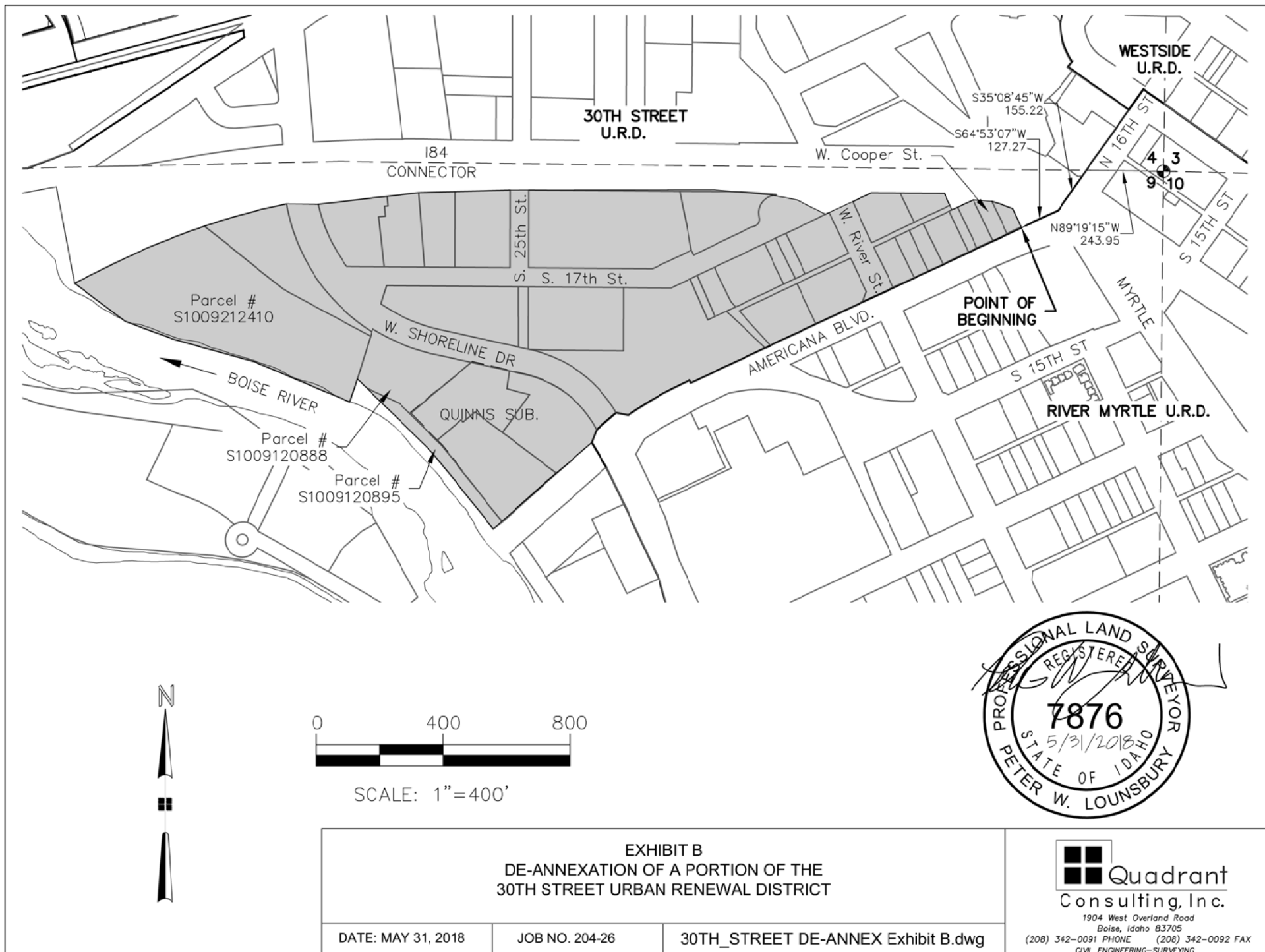
30TH STREET PROJECT BOUNDARY AND PROPOSED DE-ANNEXATION AREAS



**Quadrant
Consulting, Inc.**

1904 West Overland Road
Boise, Idaho 83705

(208) 342-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING—SURVEYING—CONSTRUCTION MANAGEMENT



SCALE: 1"=400'



EXHIBIT B
DE-ANNEXATION OF A PORTION OF THE
30TH STREET URBAN RENEWAL DISTRICT

 **Quadrant**
Consulting, Inc.

1904 West Overland Road
Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING-SURVEYING

DATE: MAY 31, 2018

JOB NO. 204-26

30TH_STREET DE-ANNEX Exhibit B.dwg

May 31, 2018

**DE-ANNEXATION OF A PORTION OF THE
30th STREET URBAN RENEWAL PROJECT
BOISE, IDAHO**

A tract of land being a portion of Section 9, Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho. Said tract of land being more particularly described by record information as follows:

Commencing at the Section Corner common to Sections 3, 4, 9, and 10, of Township 3 North, Range 2 East, Boise Meridian, thence North 89°19'15" West 243.95 feet along the Section line common to said Sections 4 and 9 to a point on the Northwestern Right-of-Way of South 16th Street, thence along said Northwestern Right-Of-Way South 35°08'45" West 155.22 feet, to a point on the Northerly Right-Of-Way of South Americana Boulevard, thence along said Northerly Right-Of-Way South 64°53'07" West 127.27 feet to the **POINT OF BEGINNING**; thence continuing along said Northerly Right-Of-Way the following ten courses:

South 64°53'07" West 529.56 feet, thence
South 64°46'49" West 624.15 feet, thence
North 25°13'11" West 10.00 feet, thence

223.77 feet along a curve to the left, said curve having a radius of 1453.37 feet, a delta angle of 8°49'18" and a chord bearing and distance of South 60°22'26" West 223.55 feet, thence

North 78°33'11" West 39.05 feet, thence
South 48°31'19" West 81.55 feet, thence
South 21°07'46" West 43.42 feet, thence

49.31 feet along a curve to the left, said curve having a radius of 1453.37 feet, a delta angle of 1°56'38" and a chord bearing and distance of South 49°14'05" West 49.31 feet, thence

South 48°46'52" West 328.48 feet, thence

South 47°04'24" West 36.29 feet, thence leaving said Northerly Right-of-Way of South Americana Boulevard and following the boundary of a parcel of land identified as Ada County Assessor Parcel Number S1009120895 the following three courses:

North 34°10'58" West 10.16 feet, thence
North 38°44'57" West 299.96 feet, thence
North 45°30'09" West 290.31 feet to a point being on the boundary of a parcel of land identified as Ada County Assessor Parcel Number S1009120888, thence along said parcel boundary

North 45°30'09" West 40.85 feet, thence leaving said parcel boundary and following the boundary of a parcel of land identified as Ada County Assessor Parcel Number S1009212410, thence along said parcel boundary

South 18°14'11" West 77.63 feet to the North bank of the Boise River, thence along said North bank

North 67°00'24" West 327.52 feet, thence
North 74°29'51" West 265.41 feet, thence
North 69°37'10" West 162.42 feet, thence
North 52°58'21" West 200.10 feet to the Southerly Right-Of-Way of the I-84 Connector, thence along said Southerly Right-Of-Way

North 63° 50' 42" East 186.94 feet, thence

528.69 feet along a curve to the right, said curve having a radius of 2267.00 feet, a delta angle of 13° 21' 43" and a chord bearing and distance of North 71° 23' 27" East 527.49 feet, to a point on the Westerly Right-Of-Way of West Shoreline Drive thence

South 89° 10' 40" East 103.05 feet to a point on the Easterly Right-Of-Way of West Shoreline Drive, thence continuing along said Southerly Right-Of-Way of the I-84 Connector

North 83° 20' 00" East 38.76 feet, thence
North 83° 21' 41" East 178.95 feet, thence
North 83° 23' 17" East 100.42 feet, thence
North 88° 20' 14" East 288.62 feet to a point on the Westerly Right-Of-Way of South 25th Street, thence

North 89° 55' 36" East 60.00 feet to a point on the Easterly Right-Of-Way of South 25th Street, thence continuing along said Southerly Right-Of-Way of the I-84 Connector

North 89° 55' 36" East 586.07 feet, thence
South 84° 53' 49" East 185.40 feet, thence
South 78° 32' 03" East 77.97 feet, thence
South 63° 34' 34" East 101.53 feet, thence

North 64° 46' 56" East 12.83 feet to a point on the Westerly Right-Of-Way of West River Street, thence

North 64° 55' 58" East 80.00 feet to a point on the Easterly Right-Of-Way of said West River Street, thence continuing along said Southerly Right-Of-Way of the I-84 Connector.

North 64° 55' 58" East 66.63 feet, thence
South 89° 31' 57" East 229.76 feet, thence

South 25° 31' 47" East 57.82 feet, thence
North 64° 37' 51" East 74.80 feet to a point on the Westerly Right-Of-Way of West Cooper
Street, thence

South 85° 12' 57" East 57.70 feet to a point on the Easterly Right-Of-Way of West Cooper
Street, thence continuing along said Southerly Right-Of-Way of the I-84 Connector.

South 70° 38' 00" East 70.49 feet, thence

South 25° 04' 06" East 66.02 feet to the **POINT OF BEGINNING.**

Said Tract contains 35.4 acres, more or less.





May 16, 2018

Ada County

Attention: Board of County Commissioners
Attention: Assessor
Attention: Treasurer
200 W Front Street
Boise, Idaho 83702

Ada County Highway District

Attention: Board of Commissioners
3775 Adams Street
Garden City, Idaho 83714

Ada County Emergency Medical Services District

Attention: Mr. Darby Weston, Chief
370 N Benjamin Lane
Boise, Idaho 83704

Ada County Mosquito Abatement District

Attention: Mr. Adam Schroeder, Director
975 E Pine Avenue
Meridian, Idaho 83642

Boise City

Attention: Office of the Mayor
Attention: City Clerk
150 N Capitol Boulevard
Boise, Idaho 83702

Boise School District

Attention: Board of Trustees
8169 W Victory Road
Boise, Idaho 83709

College of Western Idaho

Attention: Board of Trustees
MS 2000
PO Box 3010
Nampa, Idaho 83653

Idaho State Tax Commission

Attention: Alan Dornfest
Attention: Mr. Gary Houde
PO Box 36
Boise, Idaho 83722

Re: New Shoreline Urban Renewal District

Greetings Public Officials,

In the next few months CCDC will be proposing to Boise City a new Urban Renewal District (URD), the Shoreline District. As currently conceived the Shoreline District will contain approximately 190 acres located within the city's Downtown Planning Area. It will include parcels from the existing River-Myrtle / Old Boise (RMOB) and 30th Street URDs plus portions of the River Street neighborhood and, south of the river, a portion of the Lusk District neighborhood as well as public rights-of-way and a section of the Boise River (map attached). Parcels currently in the RMOB or 30th Street URD's will be de-annexed from those districts prior to September 1, 2018. Under the governing statutes, the deannexation process is deemed a formal plan amendment. CCDC's Board of Commissioners will consider the RMOB and 30th Street amendments at its June 11, 2018, Board meeting and forward the amendments to Boise City to complete the process by September 1, 2018.

According to a recent Eligibility Study commissioned by the City Council, the area of the proposed Shoreline District meets the statutorily-defined requirements for a URD. The City Council's approval of the study led to further assessment and planning for the formation of this

new district. CCDC engaged consultants to draft a formal Urban Renewal Plan to revitalize this area of the city.

The total estimated Taxable Value (base assessment roll) of the property in the proposed Shoreline District is \$108 million (2017 values). Forty-percent of that amount would be generated by parcels that would be de-annexed from either the RMOB or 30th Street districts. The remaining proposed parcels, representing 60% the proposed district's Taxable Value, do not reside in an existing URD.

URD	Acres	Taxable Value
From River Myrtle-Old Boise URD	35	\$22,008,300
From 30 th Street URD	36	\$21,292,300
New to URD	120	\$64,722,300
Proposed Shoreline URD	191	\$108,022,900

Outreach to Shoreline District stakeholders – property owners, the public, taxing districts and the city – will occur over the next few months. A draft urban renewal plan is being created for review by the CCDC Board of Commissioners in a public meeting this summer. It will then go to Boise City for approval in early fall. As statutorily-required, all affected taxing districts will receive formal notification regarding both the creation of the Shoreline District and the de-annexation of the identified parcels from the existing RMOB and 30th Street URDs.

It is important to me that you are fully informed of CCDC's work. Contact Shellan Rodriguez, Real Estate Development Manager (srodriguez@ccdcboise.com or 208.384.4264) anytime with questions or comments. A great resource for answers to frequently asked questions and up-to-date information is www.ccdcshoreline.com.

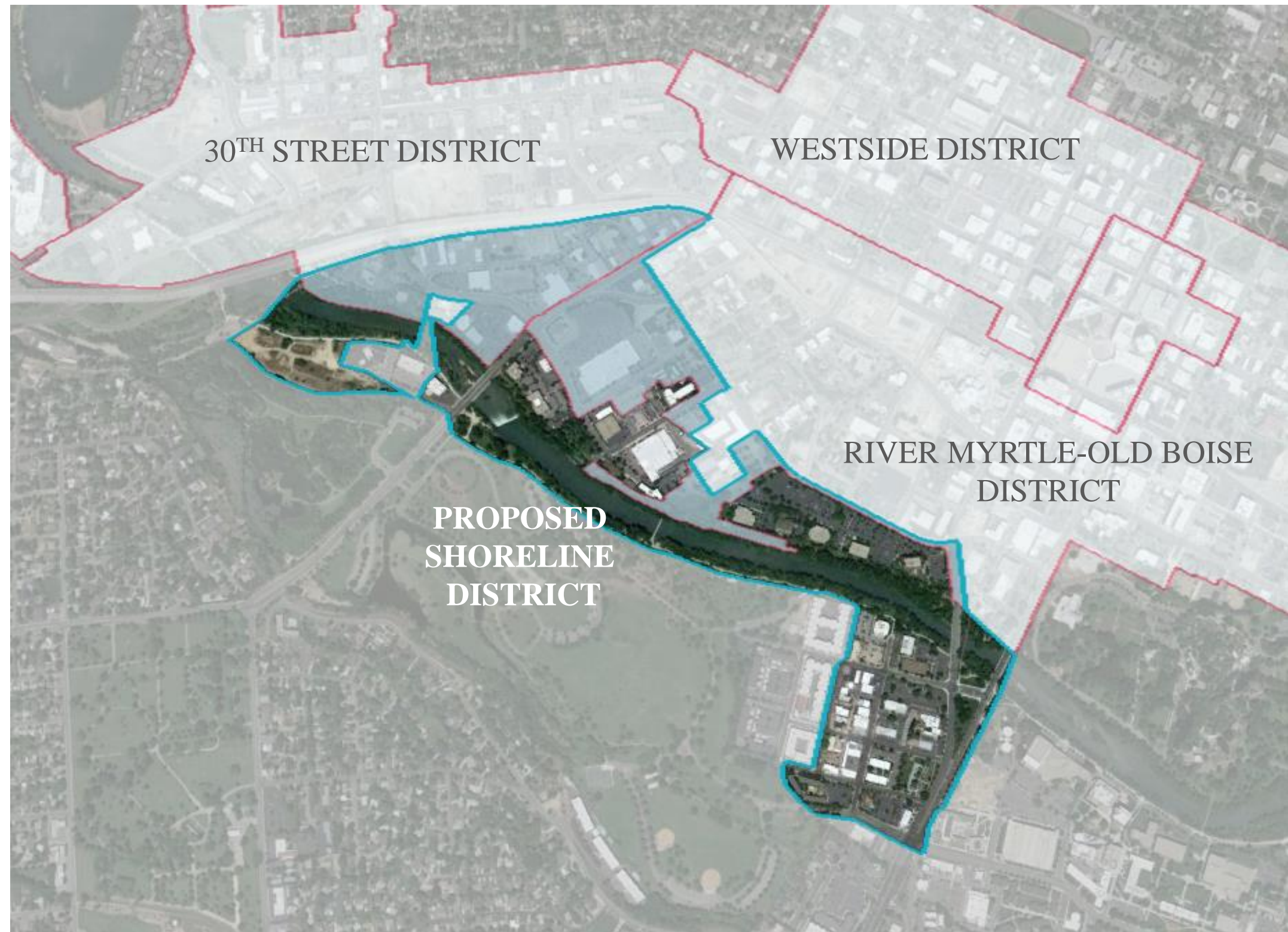
Urban renewal districts, by design, come and go. As the Shoreline District takes shape, the Agency's first URD, the Central District, ten blocks and 34 acres in the heart of downtown, will sunset this year on September 30. Over the past thirty years CCDC and the Central District have played essential roles in the by-all-measures extremely successful redevelopment of the downtown core. As the soon-to-be-former Central District's increment revenue begins to flow back to the taxing districts with the distribution of Tax Year 2018 property values and tax distributions in January and July 2019, let's hope for similar good fortune over the life of the Shoreline District.

Sincerely,



John Brunelle
Executive Director

Proposed Shoreline URA District





Created by SBF 6/5/2018

Fiscal Impact

30th Street Urban Renewal Proposed Deannex

PARCEL	PROPYEAR	TOTALVALUE 2017	BASE VALUE	INCREMENT
R1431000186	2018	\$392,400	\$247,000	\$145,400
R1431000220	2018	\$0	\$0	\$0
R7293550010	2018	\$1,861,300	\$972,600	\$888,700
R7293550020	2018	\$3,195,100	\$2,415,400	\$779,700
R7293550030	2018	\$2,385,400	\$2,346,200	\$39,200
R7476000592	2018	\$732,200	\$590,400	\$141,800
R7476000616	2018	\$734,200	\$610,800	\$123,400
R7476000681	2018	\$51,600	\$44,900	\$6,700
R7476000813	2018	\$423,500	\$377,700	\$45,800
R1431000176	2018	\$286,600	\$255,700	\$30,900
S1009120600	2018	\$0	\$0	\$0
S1009120652	2018	\$383,000	\$319,300	\$63,700
S1009120842	2018	\$1,672,100	\$1,424,500	\$247,600
S1009120844	2018	\$0	\$0	\$0
R7476000560	2018	\$1,104,400	\$661,700	\$442,700
R7476000670	2018	\$185,700	\$147,800	\$37,900
R7476000691	2018	\$403,800	\$333,300	\$70,500
R7476000710	2018	\$0	\$0	\$0
S1009120680	2018	\$0	\$0	\$0
S1009120895	2018	\$0	\$0	\$0
S1009212400	2018	\$0	\$0	\$0
S1009120593	2018	\$20,000	\$17,400	\$2,600
S1009120702	2018	\$0	\$0	\$0
S1009120860	2018	\$7,095,000	\$2,950,400	\$4,144,600
S1009120882	2018	\$0	\$0	\$0
R1431000160	2018	\$0	\$0	\$0
R1431000245	2018	\$0	\$0	\$0
R7476000645	2018	\$28,800	\$24,000	\$4,800
R7476000650	2018	\$40,800	\$28,900	\$11,900
R7476000705	2018	\$147,400	\$108,900	\$38,500
S1009120672	2018	\$149,000	\$124,100	\$24,900
S1009212410	2018	\$0	\$0	\$0
		\$21,292,300	\$14,001,000	\$7,291,300
		Levy Rate		0.01505139
		Tax Incr. Revenue		\$109,744



AGENDA BILL

<p>Agenda Subject: Resolution 1555A and 1555B</p> <p>Adoption of the First Amendment to the First Amended and Restated Urban Renewal Plan, River Myrtle –Old Boise Urban Renewal Project, seeking to deannex certain parcels from the existing River Myrtle-Old Boise Project Area, Option A and B.</p>	<p>Date: 6/11/2018</p>
<p>Staff Contact: Shellan Rodriguez</p>	<p>Attachments:</p> <ol style="list-style-type: none"> 1. Resolution No. 1555A <ol style="list-style-type: none"> 1.1. First Amended and Restated Urban Renewal Plan- First Amendment, Option A 1.2 Attachment 1 to the Plan: Option A Legal Description 1.3 Attachment 2 to the Plan: Option A Maps 1.4 Attachment 7 to the Plan: Fiscal Impact on CCDC's River-Myrtle/Old Boise Urban Renewal District of the Proposed De-Annexation of 31 Parcels 2. Resolution No. 1555B <ol style="list-style-type: none"> 2.1. First Amended and Restated Urban Renewal Plan- First Amendment, Option B 2.2. Attachment 1 to the Plan: Option B Legal Description 2.3. Attachment 2 to the Plan: Option B Maps 2.4. Attachment 7 to the Plan: Fiscal Impact on CCDC's River-Myrtle/Old Boise Urban Renewal District of the Proposed De-Annexation of 31 Parcels 3. Letter to taxing districts
<p>Action Requested:</p> <p>Adopt Resolution No. 1555A and 1555B approving and adopting the First Amendment to the First Amended and Restated Urban Renewal Plan, River Myrtle –Old Boise Urban Renewal Project, seeking to deannex certain parcels from the existing River Myrtle-Old Boise Project Area.</p>	

Background:

In late 2017, the Boise City Council adopted the River Street Master Plan. The area within this Plan is between the Boise River Greenbelt, the I-184 Connector, Myrtle Street and 9th Street, and is considered underdeveloped. Starting in 2016, a planning and outreach process occurred

to obtain input from various stakeholders including area business owners, property owners, residents and representatives of public agencies.

In late 2013, the Lusk Street Master Plan was finalized and adopted by the Boise City Council. That Plan included the area east of Ann Morrison Park, south of the Boise River, west of Capitol Boulevard, and north of the Boise Depot. One of its primary goals was to support Lusk Street as a pedestrian and bicycle oriented mixed-use storefront area that provides a unique mix of services. The Lusk Street Master Plan includes an Implementation Plan which identifies high priority actions such as working with CCDC to examine the possibility of a new urban renewal district and working with CCDC to explore partnerships and funding opportunities for locating a new parking garage/options in the area.

The River Street Master Plan and the Lusk Street Master Plan (collectively, the “Master Plans”) incorporate areas that are within or just outside existing URDs. These Master Plans identify a range of existing conditions and outline goals around transportation, sidewalks, bicycle/pedestrian, park improvements and land uses.

Since early 2017, CCDC staff has been working to determine geographic boundaries for a proposed urban renewal study area to leverage the effort of the above-mentioned Master Plans as well as to identify areas that have experienced less investment compared with neighboring areas. In determining the boundaries of the proposed study area, CCDC staff worked closely with the City of Boise staff to research and review areas where the creation of an urban renewal district would enable access to unique tools and resources not otherwise available to stimulate reinvestment and attract new development in an area that may not otherwise occur. The study area was intended to be small enough to create meaningful and measurable outcomes and development plans, while also catalyzing areas that have not benefited as broadly from investment as perhaps nearby URDs have. The boundaries of the proposed study area were drafted, studied and reviewed by CCDC staff and leadership as well as City of Boise staff.

In late 2017, the City Council approved the Eligibility Study completed by SB Friedman Development Advisors. The area studied is now referred to as the “proposed Shoreline Urban Renewal Area.” This area, approx. 195 acres, includes much of the area included in the Master Plans.

Of the approximately 195 acres within the proposed Shoreline Urban Renewal Area between 25 and 37 acres is also currently within the boundaries of the River Myrtle-Old Boise Urban Renewal District (the “RMOB District”). Idaho Code, as applied, does not allow for a parcel to be within the boundaries of two urban renewal districts, therefore, the parcels currently in the RMOB District must be deannexed via a plan amendment of the RMOB Urban Renewal Plan (the “Plan Amendment”). The intent is for this area to become part of the proposed Shoreline Urban Renewal District later in 2018, or in 2019.

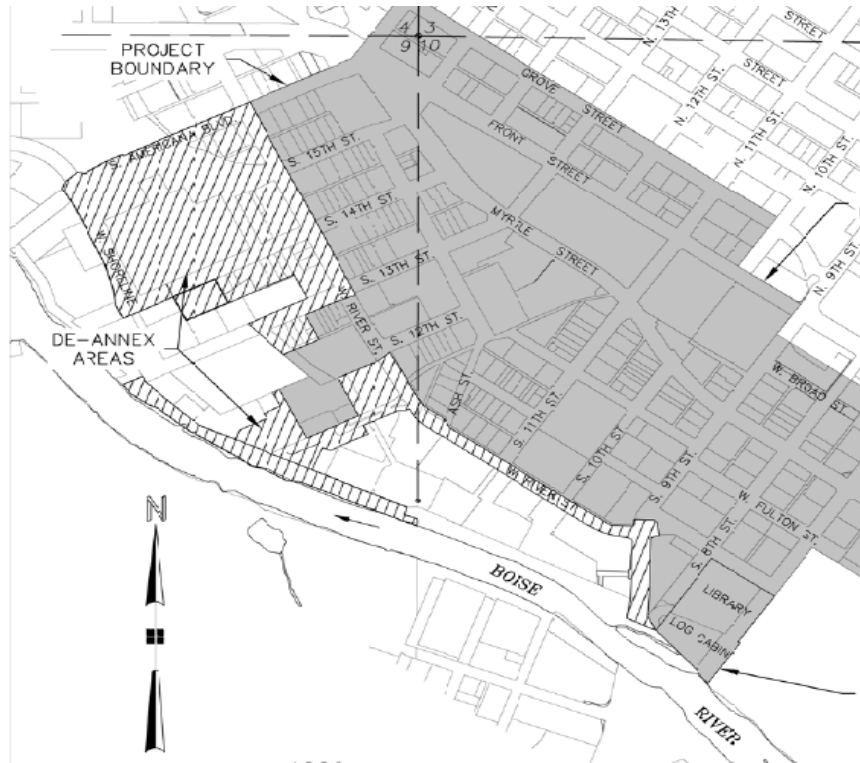
There are two deannexation options at this time with the only difference being that Option A includes the deannexation of 37 acres and 31 parcels whereas Option B includes slightly less, 25 acres and 27 parcels. The four additional parcels (the “Additional Parcels”) that are included in Option A are identified as:

- 1) S1009111064: 1500 W. Shoreline Drive, Boise
- 2) S100911068: 688 S. Americana Blvd., Boise
- 3) R74760000231: 670 S. 15th Street, Boise
- 4) R7476000305: 610 S. 15th Street, Boise

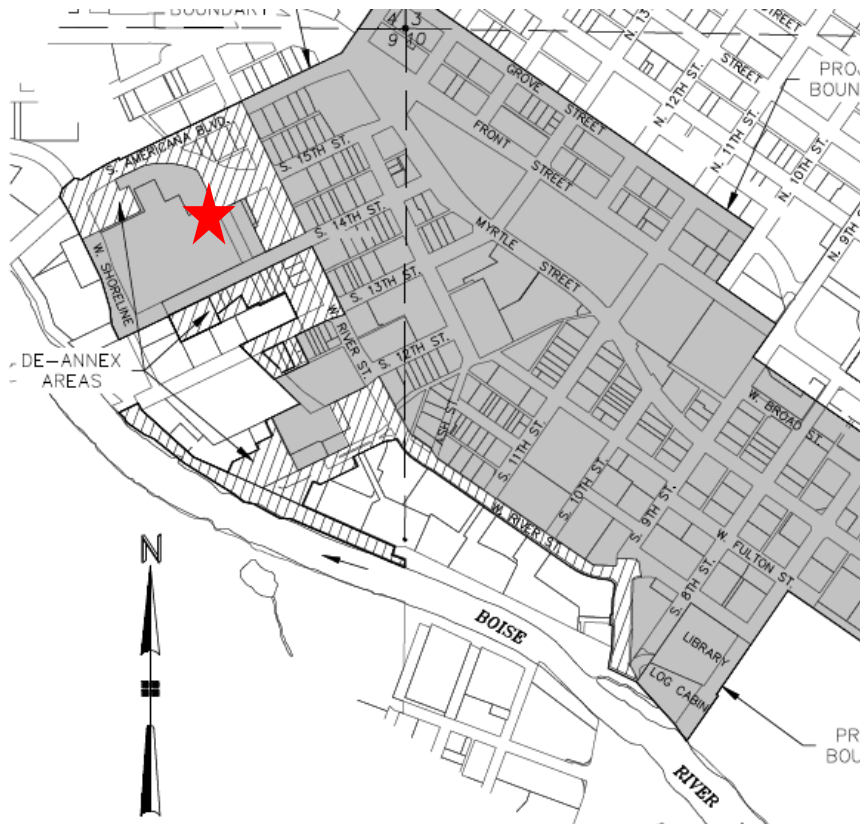
The Additional Parcels are currently owned or leased by St. Luke’s and are part of an Annexation/ Rezone Application submitted to the City of Boise Planning & Development Services by Greenstone Boise, LLC on or around April 24, 2018. The Additional Parcels are generally bounded by Shoreline Drive, Americana Boulevard and Spa Street. The applicant’s cover letter describes the request to rezone the land to construct a new Boise Sports Park, a multipurpose stadium, which will anchor a larger mixed-use development. The application includes the Boise Sports Park, as well as, 300 multifamily units, 40,000 square feet of ground floor retail, 120,000 s.f. of office space, a parking garage and improvements to Shoreline Drive.

Based on a May 24, 2018, written request from the developer, the application has been deferred, or put on hold. Although this transformative project would be important to the future creation of a Shoreline Urban Renewal District it is not a requirement. The establishment of the proposed Shoreline Urban Renewal District is not dependent upon the above-mentioned development occurring. With that said it is unclear at this time whether the Additional Parcels may be better suited to remain in the RMOB District or perhaps be deannexed and become part of the proposed Shoreline Urban Renewal District. In order to provide additional time to review and also meet the schedule of the proposed Shoreline Urban Renewal District there are two alternative geographic options for deannexation from the RMOB District, Resolution Nos. 1555A and 1555B. Ultimately, only one option to amend the RMOB District will move forward and go before City Council.

Option A



Option B



All taxing districts were notified of the intent to proceed with the creation of the proposed Shoreline Urban Renewal District and the proposed Plan Amendment via letter dated May 16, 2018.

Fiscal Notes:

The RMOB District has outstanding obligations subject to certain bond covenants. Attachment 7 to the Plan Amendment is a report dated May 15, 2018 by Don Holley, PhD and Don Reading, PhD, the Feasibility Consultants, which concludes and opines that the deannexation of up to 31 parcels from the existing RMOB District does result in a material reduction of tax increment. This report has been shared with the RMOB District bond holder, specifically Z.B., NA, as per the requirements of the Bond Resolutions.

There are additional costs of the Plan Amendment such as legal and consultant fees, staff time and public noticing costs which are incorporated within the FY 2018 budget and will be within the FY 2019 budget.

This Plan Amendment will have no impact on the duration of the RMOB District and will not reset the base value of the RMOB District. It will remove parcels as described in either Option A (31 Parcels) or Option B (27 parcels) from the RMOB District, and therefore, the RMOB District will no longer receive an allocation of revenues from the deannexed parcels. The total FY 2017 increment revenue for the RMOB District is \$8,675,983 and the reduction of 31 parcels contemplated in Option A will reduce revenue by an estimated \$198,436 in 2018, based on 2017 numbers.

Staff Recommendation:

Adopt Resolution No. 1555A and 1555B adopting the First Amendment to the First Amended and Restated Urban Renewal Plan, River Myrtle –Old Boise Urban Renewal Project, seeking to deannex certain parcels from the existing River Myrtle-Old Boise Project Area.

Suggested Motions:

I move to adopt Resolution No. 1555A approving and adopting the First Amendment to the First Amended and Restated Urban Renewal Plan, River Myrtle –Old Boise Urban Renewal Project, seeking to deannex certain parcels from the existing River Myrtle-Old Boise Project Area based on Option A.

and

I move to adopt Resolution No. 1555B approving and adopting the First Amendment to the First Amended and Restated Urban Renewal Plan, River Myrtle –Old Boise Urban Renewal Project, seeking to deannex certain parcels from the existing River Myrtle-Old Boise Project Area based on Option B.

RESOLUTION NO. 1555A

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION, RECOMMENDING AND ADOPTING 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, WHICH FIRST AMENDMENT SEEKS TO DEANNEX CERTAIN PARCELS FROM THE EXISTING RIVER MYRTLE-OLD BOISE PROJECT AREA; AUTHORIZING AND DIRECTING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR TO TAKE APPROPRIATE ACTION; PROVIDING FOR THE RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council (the "City Council") of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street-Myrtle Street Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street-Myrtle Street Plan and making certain findings;

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

RESOLUTION NO. 1555A- 1

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

WHEREAS, the River Myrtle-Old Boise project area is referred to herein as the “Existing Project Area;”

WHEREAS, the Agency seeks to amend the Existing Project Area to deannex certain parcels as described in the First Amendment defined below;

WHEREAS, the Agency has reviewed the financial impact of the deannexation on its allocation of revenue and has concluded the remaining allocation of revenue is sufficient to pay its operations, obligations and to continue to implement the terms of the River-Myrtle-Old Boise Plan;

WHEREAS, the Agency, in coordination with the City, has prepared the First Amendment to the River Myrtle-Old Boise Plan (the “First Amendment”), as set forth in Exhibit 1 attached hereto, identifying the parcels to be deannexed from the Existing Project Area;

WHEREAS, the First Amendment amends the River Myrtle-Old Boise Plan, which contains provisions of revenue allocation financing as allowed by the Act;

WHEREAS, the First Amendment is expected to be adopted by the City Council in accordance with the requirements of the Law and the Act, specifically, but not limited to the requirements set forth in Idaho Code §§ 50-2008 and 50-2906;

WHEREAS, the Agency Board finds it in the best interests of the Agency and the public to recommend approval of the adoption of the First Amendment, as prepared by the Agency in coordination with the City, and as set forth in Exhibit 1 attached hereto, and to forward it to the Mayor and City, for adoption in accordance with the requirements of the Law and the Act.

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

Section 1. The above statements are true and correct.

Section 2. That the Agency Board recommends that the First Amendment, attached hereto as Exhibit 1, identifying the parcels to be deannexed from the Existing Project Area, be adopted by the City Council including any sections, modifications, or text discussed at the June 11, 2018, Agency Board meeting.

Section 3. That this Resolution constitutes the necessary action of the Agency under the Law, Section 50-2008, Idaho Code and the Act.

Section 4. The Chair or Vice-Chair of the Board of Commissioners, or the Executive Director of the Agency are hereby authorized and directed to take all steps necessary and convenient in partnership with the City to facilitate the City's adoption of the First Amendment.

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, also known as Capital City Development Corporation on June 11, 2018. Signed by the Chair of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on June 11, 2018.

APPROVED:

By _____
Chair of the Board

ATTEST:

By _____
Secretary

4849-9488-5474, v. 2

RESOLUTION NO. 1555A- 3

**FIRST AMENDMENT TO 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

**URBAN RENEWAL AGENCY OF BOISE CITY
BOISE, IDAHO**

**Ordinance No. 5596
Adopted December 6, 1994
Effective December 25, 1994, publication**

**First Amended and Restated
Ordinance No. 6362
Adopted November 30, 2004
Effective December 6, 2004, publication**

**Issued with Minor Corrections
December 2011
March 2015**

**First Amendment to the First Amended and Restated
Ordinance No. ____
Adopted July __, 2018
Effective ____, 2018, publication**

BACKGROUND

This First Amendment (“First Amendment”) to the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project and renamed River Myrtle – Old Boise Urban Renewal Project (the “Plan”) deannexes certain parcels from the plan area/revenue allocation area created by the Plan commonly referred to as the “River Myrtle – Old Boise Project Area,” adopted by Boise City Council Ordinance No. 5596, on December 6, 1994, and as subsequently amended in 2004. The scope of this First Amendment is limited to addressing the deannexation of certain parcels from the River Myrtle – Old Boise Project Area. It is important to note the deannexation of parcels from the River Myrtle – Old Boise Project Area does not change the termination date set forth in the Plan.

As a result of the deannexation, in 2018 through the remaining years of the Plan, the Urban Renewal Agency of Boise City, Idaho also known as Capital City Development Corporation (the “Agency”) will cease receiving an allocation of revenues from the deannexed parcels. The increment value of the parcels deannexed from the River Myrtle – Old Boise Project Area shall be included in the net taxable value of the taxing district when calculating the subsequent property tax levies pursuant to section 63-803, Idaho Code. The increment value shall also be included in subsequent notification of taxable value for each taxing district pursuant to section 63-1312, Idaho Code, and subsequent certification of actual and adjusted market values for each school district pursuant to section 63-315, Idaho Code. The Ada County Assessor’s Office maintains the value information, including the increment value, if any, included on the new construction roll for new construction associated with the deannexed parcels. The amount added to the new construction roll will equal the amount by which the December 31, 2017, increment value exceeds the increment value as of December 31, 2006.

House Bill 606, effective July 1, 2016, amended the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”) and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”) confirming that a plan amendment to the Plan does not result in a reset of the base assessment roll values to the current year’s equalized assessed values: “[f]or plans adopted or modified prior to July 1, 2016, and for subsequent modifications of those urban renewal plans, the value of the base assessment roll of property within the revenue allocation area shall be determined as if the modification had not occurred.” Idaho Code § 50-2903(4). Further a plan amendment to accommodate a deannexation in the revenue allocation boundary is also an identified exception to the base reset requirement. Idaho Code § 50-2903A(1)(a)(iii).

AMENDMENTS TO THE PLAN

1. Definitions. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Plan.
2. The following defined terms are amended throughout the Plan as follows:

OPTION A

(a) Delete “Project Area” and replace with “Amended Project Area” except where specifically referenced in this First Amendment.

(b) Delete references to Attachment 1 entitled “Description of the Project Area and Revenue Allocation Area” and replace with Attachment 1 entitled “Description of the Amended Project Area and Amended Revenue Allocation Area.”

(c) Delete references to Attachment 2 entitled “Project Area-Revenue Allocation Area Boundary Map” and replace with Attachment 2 entitled “Amended Project Area-Amended Revenue Allocation Area Boundary Map.”

3 Amendment to Section 101 of the Plan.

(a) Section 101 entitled “PROVISIONS NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS CONFORMANCE WITH STATE OF IDAHO URBAN RENEWAL LAW OF 1965, AS AMENDED” is amended by adding new paragraphs to the end of the existing language as follows:

- g. This First Amendment to the Plan (the “First Amendment”) deannexes certain parcels from the existing Project Area, resulting in an “Amended Project Area” as further described and shown in Attachments 1 and 2.
- h. In accordance with the Idaho Urban Renewal Law of 1965, this First Amendment was submitted to the Planning Commission of the City of Boise. After consideration of the First Amendment, the Commission filed a Resolution dated July __, 2018, with the City Council stating that the First Amendment is in conformity with Blueprint Boise, the Comprehensive Plan for the city of Boise, adopted on November 29, 2011, and as subsequently amended.
- i. Pursuant to the Idaho Urban Renewal Law of 1965, the City Council, having published due notice thereof, held a public hearing on the First Amendment. Notice of the hearing was duly published in a newspaper having general circulation. The City Council adopted the First Amendment on _____, 2018, pursuant to Ordinance No. _____.

4. Amendment to Section 200 of the Plan.

(a) Section 200 entitled “DESCRIPTION OF PROJECT AREA” is deleted and replaced as follows:

DESCRIPTION OF THE AMENDED PROJECT AREA

OPTION A

The boundaries of the Amended Project Area and of the Amended Revenue Allocation Area are described in Attachment 1, which is attached hereto and incorporated herein by reference, and are shown on the Amended Project Area and Amended Revenue Allocation Area Boundary Map, attached hereto as Attachment 2 and incorporated herein by reference. The map shows the original boundary of the River Street-Myrtle Street Urban Renewal Project, the areas added as part of the 2004 amendment process, and the areas deannexed as part of the 2018 amendment process.

The area contained within the original boundary was designated as appropriate for an urban renewal project by City Council Resolution Nos. 12475 and 12737 and Ordinance 5596. The 2004 additions to the original boundary included annexation of a portion of the Old Boise-Eastside Study Area to the River Street-Myrtle Street District, designated as appropriate for an urban renewal project by City Council Resolution No. 17216, and additions to the River Street-Myrtle Street Area, designated as appropriate for an urban renewal project by Council Resolution No. 18232. The Agency has received reports prepared by Harlan W. Mann, consultant, concerning findings of deteriorated or deteriorating conditions for the original area (dated September 23, 1991, April 8, 1994, and September 19, 1994), and reports for the areas added in 2004 (dated July 13, 2001, and June 30, 2004).

5. Amendment to Section 302 of the Plan.

(a) Section 302 is amended by deleting the first sentence of the second paragraph and replacing it as follows:

Following de-annexation of certain parcels, the Amended Project Area and Amended Revenue Allocation Area consists of approximately 300 acres adjacent to the Boise Central Business District.

6. Amendment to Section 504 of the Plan.

(a) Section 504 is amended by adding a new sentence immediately following the end of the first sentence of the first paragraph as follows: Revenue allocation financing authority for the deannexed parcels pursuant to the First Amendment will be terminated effective January 1, 2018.

OPTION A

(b) Section 504 is amended by adding a new sentence at the end of the fourth paragraph as follows: No modifications to the analysis set forth in Attachment 6 have been made as a result of the First Amendment.

7. Amendment to Section 504.01 of the Plan.

(a) Section 504.01 is amended by adding a new sentence immediately following the end of the second sentence as follows: No modifications to the Study have been made as a result of this First Amendment; however, the estimated financial impact to the Agency as a result of the deannexation of certain parcels from the existing Project Area pursuant to the First Amendment is set forth in the Fiscal Impact on CCDC's River Myrtle/Old Boise Urban Renewal District of the Proposed De-Annexation of 31 Parcels, which analysis is included in Attachment 7 to the Plan.

8. Amendment to Section 504.03 of the Plan.

(a) Section 504.03 is amended by adding a new sentence at the end of the paragraph as follows: The deannexation of parcels from the existing Project Area pursuant to the First Amendment will not change this analysis.

9. Amendment to Section 504.04 of the Plan.

(a) Section 504.04 is amended by adding a new sentence at the end of the second paragraph as follows: The deannexation of parcels from the existing Project Area pursuant to the First Amendment will reduce the amount of revenue generated by revenue allocation as set forth in Attachment 7.

(b) Section 504.04 is amended by adding a new sentence at the end of the third paragraph as follows: Based on the findings set forth in Attachment 7 pursuant to the First Amendment the conclusion is the deannexation of certain parcels from the existing Project Area pursuant to the First Amendment does not materially reduce revenue allocation and the Project continues to be feasible.

10. Amendment to Section 800 of the Plan.

(a) Section 800 is amended by adding a new sentence at the end of the first paragraph as follows: The deannexation of parcels from the existing Project Area has no impact on the duration of this Plan.

OPTION A

11. Amendment to Attachment 1 of the Plan.

(a) Attachment 1 entitled “Description of the Project Area and Revenue Allocation Area” is deleted and replaced with Attachment 1 entitled “Description of the Amended Project Area and Amended Revenue Allocation Area,” attached hereto.

12. Amendment to Attachment 2 of the Plan.

(a) Attachment 2 entitled “Project Area – Revenue Allocation Area Boundary Map” is deleted and replaced with Attachment 2 entitled “Amended Project Area-Amended Revenue Allocation Area Boundary Map,” attached hereto.

13. Amendment to Plan to add new Attachment 7.

(a) The Plan is amended to add new Attachment 7 entitled “Fiscal Impact on CCDC’s River-Myrtle/Old Boise Urban Renewal District of the Proposed De-Annexation of 31 Parcels,” attached hereto.

14. River Myrtle – Old Boise Plan Remains in Effect. Except as expressly modified in this First Amendment, the Plan and the Attachments thereto remain in full force and effect.

June 7, 2018

**EXHIBIT A.1
RIVER-MYRTLE DE-ANNEXATION
WEST AREA**

A tract of land being a portion of Section 9 in Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho. Said tract of land being more particularly described by record information as follows:

Commencing at the Section Corner common to Sections 3, 4, 9, and 10, of Township 3 North, Range 2 East, Boise Meridian, thence North $89^{\circ}19'15''$ West 243.95 feet along the Section line common to said Sections 4 and 9 to a point on the Northwestern Right-of-Way of South 16th Street, thence along said Northwestern Right-Of-Way South $35^{\circ}08'45''$ West 155.22 feet, to a point on the Northerly Right-Of-Way of South Americana Boulevard, thence along said Northerly Right-Of-Way South $64^{\circ}53'07''$ West 127.27 feet; thence continuing along said Northerly Right-Of-Way South $64^{\circ}53'07''$ West 449.18 feet to the intersection with the Northerly Right-Of-Way of West River Street Being the **POINT OF BEGINNING**, thence along said Northerly Right-Of-Way

South $25^{\circ}26'23''$ East 1231.62 feet, to a point on the Southerly Right-Of-Way of South 13th Street, thence leaving said Northerly Right-Of-Way and following said Southerly Right-Of-Way the following two courses:

South $71^{\circ}18'16''$ West 103.28 feet to the Northeasterly corner of the Abri Condominiums, thence

South $64^{\circ}35'49''$ West 178.76 feet to a point being the Northwestern corner of said Condominiums, thence leaving said Southerly Right-Of-Way

South $25^{\circ}32'02''$ East 141.81 feet along the Westerly boundary of said Abri Condominiums, thence crossing a public alley

South $32^{\circ}45'25''$ East 15.58 feet to a point on the Northwestern line of Parcel Number R5011000060, thence following said Northwestern line

South $64^{\circ}45'55''$ West 199.16 feet, thence leaving said Northwestern line

North $45^{\circ}18'08''$ West 251.90 feet to a point on the Northerly Right-Of-Way of South 13th Street, thence along said Northerly Right-Of-Way

North $64^{\circ}31'04''$ East 332.49 feet, thence leaving said Northerly Right-Of-Way

North 25° 21' 15" West 149.46 feet along the Easterly line of Parcel Number R7476000093, thence

South 64° 37' 11" West 599.92 feet along the Northerly lines of Parcel Numbers R7476000093, S1009141880 and S1009141860 to a point on the Easterly line of Parcel Number S1009141850 thence along said Easterly line and the Easterly line of Parcel Number S1009141830

North 25° 21' 58" West 150.72 feet to the Southerly Right-Of-Way line of South 14th Street, thence along said Southerly Right-Of-Way

South 65° 08' 53" West 285.33 feet to a point on the Westerly Right-Of-Way line of West Shoreline Drive, thence along said Westerly Right-Of-Way the following 5 courses:

North 25° 09' 27" West 87.62 feet, thence

North 05° 43' 51" West 87.63 feet, thence

North 15° 25' 55" West 145.63 feet, thence

North 25° 13' 41" West 395.33 feet to the Southerly Right-Of-Way of South Americana Boulevard, thence

North 31° 00' 13" West 94.23 feet to the Northerly Right-Of-Way of said South Americana Boulevard, thence along said Northerly Right-Of-Way the following

North 21° 07' 46" East 43.42 feet, thence

North 48° 31' 19" East 81.55 feet, thence

South 78° 33' 11" East 39.05 feet, thence

223.77 feet along a curve to the right, said curve having a radius of 1453.37 feet, a delta angle of 08° 49' 18" and a chord bearing and distance of North 60° 22' 26" East 223.55 feet, thence

South 25° 13' 11" East 10.00 feet, thence

North 64° 47' 32" East 704.53 feet to the **POINT OF BEGINNING.**

Said Tract contains 26.2 acres, more or less.



May 31, 2018

EXHIBIT A.2
RIVER-MYRTLE DE-ANNEXATION
EAST AREA

A tract of land being a portion of Section 9 and a portion of Section 10 both in Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho. Said tract of land being more particularly described by record information as follows:

Commencing at the Section Corner common to Sections 3, 4, 9, and 10, of Township 3 North, Range 2 East, Boise Meridian, thence South 00°34'20" West 1741.17 feet along the Section line common to said Sections 9 and 10 to a point on the Southeasterly Right-of-Way of South 12th Street, thence along said Southeasterly Right-Of-Way South 64°43'27" West 158.58 feet, to the intersection with the Northerly Right-Of-Way of West River Street and the **POINT OF BEGINNING**; thence following said Northerly Right-Of-Way the following 7 courses:

South 29° 02' 32" East 175.67 feet

South 13° 36' 17" East 26.84 feet, thence

South 30° 29' 54" East 148.56 feet, thence

South 54° 37' 05" East 121.94 feet, thence

South 31° 17' 55" East 61.81 feet, thence

South 55° 00' 37" East 984.67 feet, thence

South 87° 50' 05" East 118.70 feet to the intersection with the Westerly Right-Of-Way of South 9th Street, thence following said Westerly Right-Of-Way

North 06° 35' 46" East 18.61 feet, thence

North 02° 29' 36" East 19.08 feet, thence leaving said Westerly Right-Of-Way

South 87° 30' 24" East 103.25 feet to a point on the Easterly Right-Of-Way of South 9th Street, thence along said Easterly Right-Of-Way

18.59 feet along a curve to the left, said curve having a radius of 10.00 feet, a delta angle of 106° 30' 47" and a chord bearing and distance of South 42° 47' 39" East 16.03 feet, thence leaving said Easterly Right-Of-Way

South 08° 12' 23" East 76.59 feet to a point on the Southerly Right-Of-Way of West River Street, thence along said Southerly Right-Of-Way

36.70 feet along a curve to the left, said curve having a radius of 219.12 feet, a delta angle of 09° 35' 45" and a chord bearing and distance of South 74° 42' 39" West 36.66 feet, thence

8.63 feet along a curve to the left, said curve having a radius of 20.00 feet, a delta angle of 24° 42' 34" and a chord bearing and distance of South 56° 21' 56" West 8.56 feet to a point on said Easterly Right-Of-Way of South 9th Street, thence along said Easterly Right-Of-Way

South 01° 58' 16" West 334.32 feet, thence
South 04° 51' 25" West 112.24 feet

South 27° 26' 08" East 91.16 feet to a point on the Northerly bank of the Boise River, thence
along said Northerly bank, thence along said Northerly bank

North 64° 01' 18" West 161.48 feet to a point on the Westerly Right-Of-Way of South 9th
Street, thence along said Westerly Right-Of-Way, the following 11 courses:

North 10° 01' 37" East 111.63 feet, thence
North 02° 30' 58" East 110.12 feet, thence
North 39° 21' 58" West 7.94 feet, thence
North 87° 05' 15" West 9.88 feet, thence
North 02° 38' 54" East 42.67 feet, thence
North 22° 23' 42" East 10.70 feet, thence
North 78° 23' 02" East 6.00 feet, thence
North 69° 03' 45" West 1.06 feet, thence
North 02° 30' 34" East 82.67 feet, thence
North 14° 18' 19" East 27.56 feet, thence
North 03° 37' 56" East 50.33 feet to the intersection of the Southerly Right-Of-Way of West
River Street, thence along said Southerly Right-Of-Way the following 11 courses:

38.44 feet along a curve to the left, said curve having a radius of 45.65 feet, a delta angle of
48° 14' 45" and a chord bearing and distance of North 56° 02' 36" West 37.31 feet, thence

13.99 feet along a curve to the left, said curve having a radius of 114.50 feet, a delta angle
of 07° 00' 00" and a chord bearing and distance of North 83° 45' 07" West 13.98 feet, thence

197.48 feet along a curve to the right, said curve having a radius of 380.19 feet, a delta angle
of 29° 45' 40" and a chord bearing and distance of North 69° 33' 32" West 195.27 feet,
thence

North 54° 47' 03" West 466.84 feet, thence
North 54° 47' 03" West 55.90 feet, thence
North 53° 55' 51" West 80.21 feet, thence
North 54° 50' 45" West 272.03 feet, thence
North 60° 30' 47" West 50.67 feet, thence
North 54° 50' 45" West 50.76 feet, thence

136.12 feet along a curve to the right, said curve having a radius of 265.00 feet, a delta angle
of 29° 25' 51" and a chord bearing and distance of North 41° 52' 45" West 134.63 feet,
thence

North 28° 54' 45" West 9.77 feet, thence leaving said Southerly Right-Of-Way

6.80 feet along a curve to the left, said curve having a radius of 4.33 feet, a delta angle of
89° 56' 01" and a chord bearing and distance of North 73° 54' 45" West 6.12 feet to a point

on the Southeasterly Right-Of-Way of South Pioneer Street, thence along said Southeasterly Right-Of-Way

23.57 feet along a curve to the right, said curve having a radius of 56.00 feet, a delta angle of 24° 07' 09" and a chord bearing and distance of South 73° 08' 45" West 23.40 feet, thence

South 85° 12' 15" West 20.43 feet, thence

23.25 feet along a curve to the left, said curve having a radius of 65.00 feet, a delta angle of 20° 29' 51" and a chord bearing and distance of South 74° 57' 15" West 23.13 feet, thence

South 64° 42' 15" West 177.58 feet to the most northerly corner of Parcel Number R2887290150, thence leaving Southeasterly Right-Of-Way and tracing said Parcel the following 2 courses:

South 25° 17' 45" East 55.00 feet, thence
South 64° 42' 15" West 215.42 feet, thence

North 65° 44' 45" West 41.78 feet, thence

South 24° 13' 34" West 136.99 feet to a point being the most Southerly corner of Lot 8 of the Forest River No. 3 Subdivision said point also being on the Northerly boundary of Parcel number S1009142330, thence tracing said parcel the following 20 courses:

South 65° 30' 22" East 527.02 feet, thence
South 19° 56' 48" West 45.00 feet, thence
South 70° 03' 12" East 50.00 feet, thence

South 63° 36' 12" East 22.71 feet to the line common to said Sections 9 and 10, thence along said line

South 01° 00' 48" West 40.00 feet to the Northerly Bank of the Boise River, thence along said Northerly Bank the following courses:

North 66° 23' 25" West 645.60 feet, thence
North 85° 05' 12" West 58.94 feet, thence
North 60° 25' 12" West 150.90 feet, thence
North 78° 25' 12" West 55.40 feet, thence
North 50° 25' 12" West 69.00 feet, thence
North 57° 40' 14" West 302.69 feet, thence
North 50° 45' 12" West 200.00 feet, thence
North 65° 45' 12" West 51.90 feet, thence
North 55° 25' 12" West 113.94 feet, thence
North 25° 18' 12" West 22.40 feet, thence

North 43° 59' 10" West 42.51 feet to the centerline of a vacated portion of South 13th Street, thence leaving said Northerly Bank and continuing along said Parcel, thence

North 64° 24' 32" East 111.12 feet along said centerline to the Southwesterly Right-Of-Way of West Shoreline Drive, thence along said Southwesterly Right-Of-Way

South 27° 11' 29" East 40.00 feet, thence leaving said Southwesterly Right-Of-Way and continuing along said Parcel

South 47° 21' 26" East 363.97 feet, thence

South 65° 30' 56" East 195.16 feet to the most Easterly of said Parcel Number R2887280080 thence leaving said Parcel Number S1009142330 and tracing said parcel R2887280080 the following 6 courses:

North 24° 29' 31" East 59.23 feet, thence
North 64° 42' 15" East 150.39 feet, thence
North 25° 17' 45" West 32.00 feet, thence
North 64° 42' 15" East 94.70 feet, thence
North 25° 17' 45" West 88.00 feet, thence

North 64° 45' 55" East 37.82 feet to the Northwesternly corner of Parcel Number R2287280052, thence tracing said Parcel the following 3 courses:

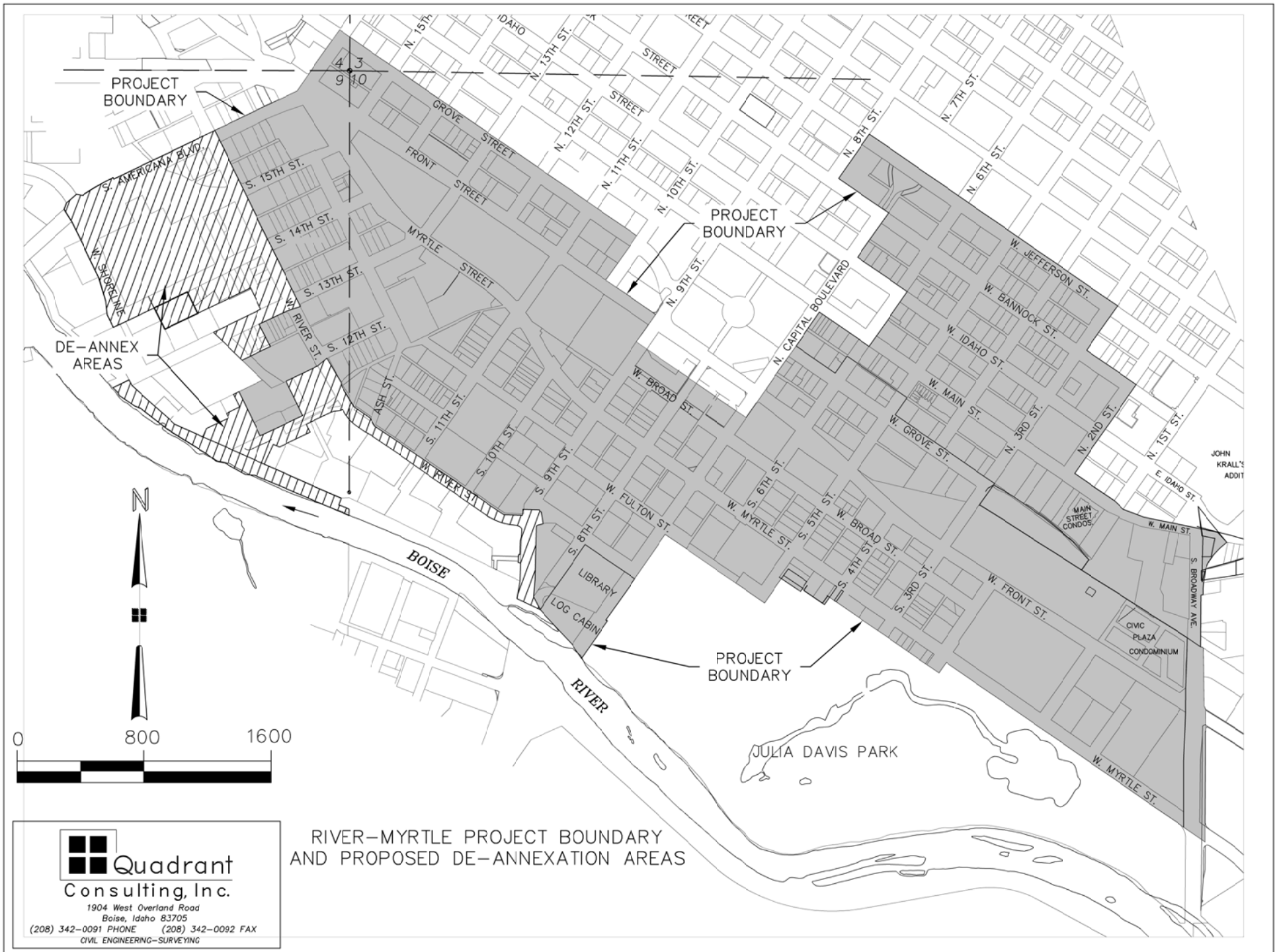
South 25° 15' 04" East 309.28 feet, thence
North 64° 45' 55" East 295.60 feet, thence
North 25° 14' 05" West 239.40 feet to a point on the Southeasterly line of Parcel Number R5011000060, thence along said Southeasterly line

North 64° 45' 55" East 216.25 feet to the Southerly Right-Of-Way for West River Street, thence along said Southerly Right-Of-Way

North 64° 45' 55" East 7.01 feet, thence leaving said Southerly Right-Of-Way
North 50° 08' 53" East 74.54 feet to the intersection of said Northerly Right-Of-Way of West River Street and the Southerly Right-Of-Way being the **POINT OF BEGINNING**.

Said Tract of land contains 11.2 acres, more or less.





FISCAL IMPACT ON CCDC’S RIVER-MYRTLE/OLD BOISE URBAN RENEWAL DISTRICT OF THE PROPOSED DE-ANNEXATION OF 31 PARCELS

Prepared for the
Board of Commissioners
and
Executive Director
of the
Capital City Development Corporation
Boise, Idaho.

Don Holley, PhD
Don Reading, PhD

May 15, 2018

INTRODUCTION

Capital City Development Corporation (CCDC), Boise’s redevelopment agency, intends to de-annex 31 parcels from the current River-Myrtle/Old Boise District (RMOB) Urban Renewal District (URD). We are Feasibility Consultants as defined in the outstanding River-Myrtle/Old Boise Urban Renewal District Bond Resolutions (the “Bond Resolution”).

DE-ANNEXATION REQUIREMENTS

The RMOB URD, as currently configured, consists of 340 acres with a 30 year term that expires in 2024, except for revenues received in 2025. When land is de-annexed from a URD the meaningful issue is whether the RMOB Incremental Tax Revenues will be materially reduced by the proposed de-annexation. According to Section 510 of the Bond Resolutions, if CCDC proposes to amend the RMOB Urban Renewal Project Plan, it will file with the Bondholders an urban development Consultant’s Report on the effect of the proposed amendment. If the Consultant’s Report concludes that the amendment will not materially reduce RMOB Incremental Tax Revenues, the Plan can be amended. The Plan cannot be amended if the Consultant’s Report concludes that RMOB Incremental Tax Revenues will be materially reduced.

For CCDC's Fiscal Year 2017 RMOB generated \$8,675,983 of Incremental Tax Revenue. The Incremental Tax Revenue generated from the proposed de-annexed portion of RMOB for 2017 is \$193,436, or 2.2% [$\$193,436 / \$8,675,983$] of the total Incremental Tax Revenues.

RMOB INCREMENT VALUATION

\$560,776,023	2017 December Total Increment Value
\$12,502,800	Proposed Plan Amendment: Reduced Increment Value
2.2%	Plan Amendment as % of Total RMOB Valuation

RMOB TAX INCREMENT REVENUE

\$8,675,983	2017 December Total Tax Increment Revenue
\$193,436	Proposed Plan Amendment: Reduced Tax Increment Revenue
2.2%	Plan Amendment as % of Total RMOB Valuation

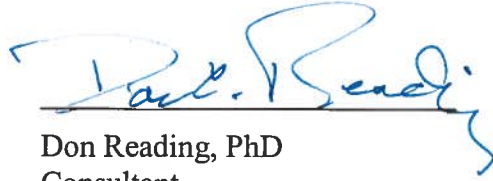
The standard practice for lending institutions in determining a borrower's ability to repay the loan is to calculate the ratio of the borrower's annual income to the amount required to cover the maximum annual debt servicing. This is called the 'Debt Coverage Ratio' (DCR). Currently, institutions lending to CCDC require a DCR of 1.2. CCDC secures its debt with a combination of a URD's Tax Increment Revenue and net operating revenues from its seven garage, 2,796-space, public parking system. CCDC's FY 2018 maximum annual debt service for the RMOB District is \$4,328,121. The combination of FY 2018 RMOB Tax Increment Revenue (\$8,675,983) and the parking system's net operating revenue (\$4,225,162) generates \$12,901,145 resulting in a DCR for RMOB of 3.0 [$\$12,901,145 / \$4,328,121$].

OPINION

We conclude that the withdrawal of 31 parcels from the River-Myrtle/Old Boise District resulting in a 2.2% reduction in Incremental Tax Revenue does not result in a material reduction.



Don Holley, PhD
College of Business & Economics
BSU



Don Reading, PhD
Consultant
Boise, Idaho

- Exhibits:
1. Map of RMOB Parcels to be De-Annexed.
 2. Resume: Don C. Reading, PhD.
 3. Resume: Donald W. Holley, PhD.

MAP of RMOB PARCELS to be DE-ANNEXED



RESUME: Don C. Reading, PhD

Don C. Reading

	Don C. Reading
<i>Present position</i>	Vice President and Consulting Economist
<i>Education</i>	B.S., Economics — Utah State University M.S., Economics — University of Oregon Ph.D., Economics — Utah State University
<i>Honors and awards</i>	Omicron Delta Epsilon, NSF Fellowship
<i>Professional and business history</i>	Ben Johnson Associates, Inc.: 1989 — Vice President 1986 — Consulting Economist Idaho Public Utilities Commission: 1981-86 Economist/Director of Policy and Administration Teaching: 1980-81 Associate Professor, University of Hawaii-Hilo 1970-80 Associate and Assistant Professor, Idaho State University 1968-70 Assistant Professor, Middle Tennessee State University
<i>Firm experience</i>	Dr. Reading provides expert testimony concerning economic and regulatory issues. He has testified on more than 40 occasions before utility regulatory commissions in Alaska, California, Colorado, the District of Columbia, Hawaii, Idaho, Montana, Nevada, North Carolina, North Dakota, Texas, Utah, Wyoming, and Washington. Dr. Reading has more than 35 years experience in the field of economics. He has participated in the development of indices reflecting economic trends, GNP growth rates, foreign exchange markets, the money supply, stock market levels, and inflation. He has analyzed such public policy issues as the minimum wage, federal spending and taxation, and import/export balances. Dr. Reading is one of four economists providing yearly forecasts of statewide personal income to the State of Idaho for purposes of establishing state personal income tax rates. Dr. Reading's areas of expertise in the field of electric power include demand forecasting, long-range planning, price elasticity, marginal and average cost pricing, production-simulation modeling, and econometric modeling. He participates, and presents testimony regularly in general rate cases for the Industrial Customers of Idaho Power and Clearwater Paper (Avista) focusing on cost of service modeling and rate design. Dr. Reading has been active in PURPA related cases in North Carolina, Montana, Oregon, and Idaho. His testimony in these cases has focused on the modeling and calculation of avoided costs of the utilities, as well as the terms and conditions of PURPA contracts. He has recently assisted the J.R. Simplot Company in negotiating special contract rates for the Company's new food processing plant.

Among Dr. Reading's projects are a FERC hydropower relicensing study (for the Skokomish Indian Tribe) and an analysis of Northern States Power's North Dakota rate design proposals affecting large industrial customers (for J.R. Simplot Company). Dr. Reading has also provided an analysis for the Idaho Governor's Office of the impact on the Northwest Power Grid of various plans to increase salmon runs in the Columbia River Basin. Dr. Reading has prepared econometric forecasts for the Southeast Idaho Council of Governments and the Revenue Projection Committee of the Idaho State Legislature. He has also been a member of several Northwest Power Planning Council Statistical Advisory Committees and vice chairman of the Governor's Economic Research Council in Idaho.

While at Idaho State University, Dr. Reading performed demographic studies using a cohort/survival model and several economic impact studies using input/output analysis. He has also provided expert testimony in cases concerning loss of income resulting from wrongful death, injury, or employment discrimination.

In the field of telecommunications, Dr. Reading has provided expert testimony on the issues of marginal cost, price elasticity, and measured service. Dr. Reading prepared a state-specific study of the price elasticity of demand for local telephone service in Idaho and conducted research for, and directed the preparation of, a report to the Idaho legislature regarding the status of telecommunications competition in that state.

Dr. Reading has assisted the Idaho Department of Water Resources in the forecasting elements of the State's development of rules for the new state law of "Reasonably Anticipated Future Needs" for municipal water companies. He is current working with United Water Idaho in the development of the Company's forecasted water demands over the next 50 years.

Publications

"Energizing Idaho", Idaho Issues Online, Boise State University, Fall 2006.
www.boisestate.edu/history/issuesonline/fall2006_issues/index.html

The Economic Impact of the 2001 Salmon Season In Idaho, Idaho Fish and Wildlife Foundation, April 2003.

The Economic Impact of a Restored Salmon Fishery in Idaho, Idaho Fish and Wildlife Foundation, April, 1999.

The Economic Impact of Steelhead Fishing and the Return of Salmon Fishing in Idaho, Idaho Fish and Wildlife Foundation, September, 1997.

"Cost Savings from Nuclear Resources Reform: An Econometric Model" (with E. Ray Canterbury and Ben Johnson) Southern Economic Journal, Spring 1996.

A Visitor Analysis for a Birds of Prey Public Attraction, Peregrine Fund, Inc., November, 1988.

"Post-PURPA Views," In Proceedings of the NARUC Biennial Regulatory Conference, 1983.

An Input-Output Analysis of the Impact from Proposed Mining in the Challis Area (with R. Davies). Public Policy Research Center, Idaho State University, February 1980.

Phosphate and Southeast: A Socio Economic Analysis (with J. Eyre, et al). Government Research Institute of Idaho State University and the Southeast Idaho Council of Governments, August 1975. Estimating General Fund Revenues of the State of Idaho (with S. Ghazanfar and D. Holley). Center for Business and Economic Research, Boise State University, June 1975.

"A Note on the Distribution of Federal Expenditures: An Interstate Comparison, 1933-1939 and 1961-1965." In The American Economist, Vol. XVIII, No. 2 (Fall 1974), pp. 125-128.

"New Deal Activity and the States, 1933-1939." In Journal of Economic History, Vol. XXXIII, December 1973, pp. 792-810.

RESUME: Donald W. Holley, PhD

Donald W. Holley
Emeritus Faculty
Department of Economics
Boise State University

EDUCATION

B.S., Economics, Brigham Young University
M.S., Economics, University of Oregon
Ph.D., Economics, University of California, Riverside

PROFESSIONAL POSITIONS

2017: Emeritus Faculty, Boise State University
1999-2017: Instructor, Department of Economics, Boise State University
1982-99: Management Science Associate, Ore-Ida Foods Inc.
1978-82: Professor, Boise State University
1976-78: Associate Professor, Boise State University
1973-76: Assistant Professor, Boise State University
1971-73: Assistant Professor, Idaho State University

OTHER PROFESSIONAL EXPERIENCE

Since the early 1970's Dr. Holley has completed many economic impact studies estimating the local impact of different firms and industries at the state and local level. Clients include U.S. Forest Service, the city of Soda Springs, Idaho National Laboratory, Milk Producers of Idaho and the Idaho Dairy Association, Idaho Department of Parks and Recreation, a civic group assessing the feasibility of an assisted living facility in Council, Idaho, Idaho grape growers and wineries, the city of Mountain Home, Mountain Home Air Force Base, Idaho Air National Guard. In 2015 Dr. Holley completed a study evaluating the feasibility of electricity generation with wind power in the Mountain West.

Since 1974 Dr. Holley has participated in providing the Idaho legislature with a forecast of General Fund revenues and a forecast of Idaho Personal Income to the Idaho State Tax Commission.

At Ore-Ida Foods Dr. Holley provided estimates of frozen potato sales and prices, forecasts of acres planted of the fall potato crop, and dozens of estimates of price elasticities for various frozen potato products.

Dr. Holley has worked as an expert witness estimating and evaluating the loss of income and asset valuation resulting from assertions of wrongful firing, medical and pharmaceutical malpractice, machinery malfunction, mismanagement of resources by public authorities, wrongful denial of highway access, and perjury.

RECENT AND RELEVANT PUBLICATIONS

With Geoffrey Black, Department of Economics; David Solan, Boise State's Energy Policy Institute; and Michael Bergloff, COBE student, "Fiscal and Economic Impacts of State Incentives for Wind Energy Development in the Western United State," in Renewable and Sustainable Energy, Volume 34, June 2014, pages 136-144. This journal is ranked in the top four percent of journals ranked by SCImago Journal and Country Rank (SJCR).

With Susan Mason, Aaron Wells, Amit Jain all of Boise State University, Thomas Wuerser of Nova Southeastern University, and Joshi Alark of University of San Francisco, "An experiment-based methodology to understand the dynamics of group decision making," in Socio-Economic Planning Sciences 56 – June 2016. This is a theoretical paper investigating how groups value various options and come to a collective decision.
4834-3949-8851, v. 4

RESOLUTION NO. 1555B

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION, RECOMMENDING AND ADOPTING 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, WHICH FIRST AMENDMENT SEEKS TO DEANNEX CERTAIN PARCELS FROM THE EXISTING RIVER MYRTLE-OLD BOISE PROJECT AREA; AUTHORIZING AND DIRECTING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR TO TAKE APPROPRIATE ACTION; PROVIDING FOR THE RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council (the “City Council”) of the City of Boise City, Idaho (the “City”), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the “River Street-Myrtle Street Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street-Myrtle Street Plan and making certain findings;

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

RESOLUTION NO. 1555B- 1

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

WHEREAS, the River Myrtle-Old Boise project area is referred to herein as the “Existing Project Area;”

WHEREAS, the Agency seeks to amend the Existing Project Area to deannex certain parcels as described in the First Amendment defined below;

WHEREAS, the Agency has reviewed the financial impact of the deannexation on its allocation of revenue and has concluded the remaining allocation of revenue is sufficient to pay its operations, obligations and to continue to implement the terms of the River-Myrtle-Old Boise Plan;

WHEREAS, the Agency, in coordination with the City, has prepared the First Amendment to the River Myrtle-Old Boise Plan (the “First Amendment”), as set forth in Exhibit 1 attached hereto, identifying the parcels to be deannexed from the Existing Project Area;

WHEREAS, the First Amendment amends the River Myrtle-Old Boise Plan, which contains provisions of revenue allocation financing as allowed by the Act;

WHEREAS, the First Amendment is expected to be adopted by the City Council in accordance with the requirements of the Law and the Act, specifically, but not limited to the requirements set forth in Idaho Code §§ 50-2008 and 50-2906;

WHEREAS, the Agency Board finds it in the best interests of the Agency and the public to recommend approval of the adoption of the First Amendment, as prepared by the Agency in coordination with the City, and as set forth in Exhibit 1 attached hereto, and to forward it to the Mayor and City, for adoption in accordance with the requirements of the Law and the Act.

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

Section 1. The above statements are true and correct.

Section 2. That the Agency Board recommends that the First Amendment, attached hereto as Exhibit 1, identifying the parcels to be deannexed from the Existing Project Area, be adopted by the City Council including any sections, modifications, or text discussed at the June 11, 2018, Agency Board meeting.

RESOLUTION NO. 1555B- 2

Section 3. That this Resolution constitutes the necessary action of the Agency under the Law, Section 50-2008, Idaho Code and the Act.

Section 4. The Chair or Vice-Chair of the Board of Commissioners, or the Executive Director of the Agency are hereby authorized and directed to take all steps necessary and convenient in partnership with the City to facilitate the City's adoption of the First Amendment.

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, also known as Capital City Development Corporation on June 11, 2018. Signed by the Chair of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on June 11, 2018.

APPROVED:

By _____
Chair of the Board

ATTEST:

By _____
Secretary

4831-1250-7239, v. 1

RESOLUTION NO. 1555B- 3

**FIRST AMENDMENT TO 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

**URBAN RENEWAL AGENCY OF BOISE CITY
BOISE, IDAHO**

**Ordinance No. 5596
Adopted December 6, 1994
Effective December 25, 1994, publication**

**First Amended and Restated
Ordinance No. 6362
Adopted November 30, 2004
Effective December 6, 2004, publication**

**Issued with Minor Corrections
December 2011
March 2015**

**First Amendment to the First Amended and Restated
Ordinance No. ____
Adopted July __, 2018
Effective ____, 2018, publication**

BACKGROUND

This First Amendment (“First Amendment”) to the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project and renamed River Myrtle – Old Boise Urban Renewal Project (the “Plan”) deannexes certain parcels from the plan area/revenue allocation area created by the Plan commonly referred to as the “River Myrtle – Old Boise Project Area,” adopted by Boise City Council Ordinance No. 5596, on December 6, 1994, and as subsequently amended in 2004. The scope of this First Amendment is limited to addressing the deannexation of certain parcels from the River Myrtle – Old Boise Project Area. It is important to note the deannexation of parcels from the River Myrtle – Old Boise Project Area does not change the termination date set forth in the Plan.

As a result of the deannexation, in 2018 through the remaining years of the Plan, the Urban Renewal Agency of Boise City, Idaho also known as Capital City Development Corporation (the “Agency”) will cease receiving an allocation of revenues from the deannexed parcels. The increment value of the parcels deannexed from the River Myrtle – Old Boise Project Area shall be included in the net taxable value of the taxing district when calculating the subsequent property tax levies pursuant to section 63-803, Idaho Code. The increment value shall also be included in subsequent notification of taxable value for each taxing district pursuant to section 63-1312, Idaho Code, and subsequent certification of actual and adjusted market values for each school district pursuant to section 63-315, Idaho Code. The Ada County Assessor’s Office maintains the value information, including the increment value, if any, included on the new construction roll for new construction associated with the deannexed parcels. The amount added to the new construction roll will equal the amount by which the December 31, 2017, increment value exceeds the increment value as of December 31, 2006.

House Bill 606, effective July 1, 2016, amended the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”) and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”) confirming that a plan amendment to the Plan does not result in a reset of the base assessment roll values to the current year’s equalized assessed values: “[f]or plans adopted or modified prior to July 1, 2016, and for subsequent modifications of those urban renewal plans, the value of the base assessment roll of property within the revenue allocation area shall be determined as if the modification had not occurred.” Idaho Code § 50-2903(4). Further a plan amendment to accommodate a deannexation in the revenue allocation boundary is also an identified exception to the base reset requirement. Idaho Code § 50-2903A(1)(a)(iii).

AMENDMENTS TO THE PLAN

1. Definitions. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Plan.
2. The following defined terms are amended throughout the Plan as follows:

OPTION B

(a) Delete “Project Area” and replace with “Amended Project Area” except where specifically referenced in this First Amendment.

(b) Delete references to Attachment 1 entitled “Description of the Project Area and Revenue Allocation Area” and replace with Attachment 1 entitled “Description of the Amended Project Area and Amended Revenue Allocation Area.”

(c) Delete references to Attachment 2 entitled “Project Area-Revenue Allocation Area Boundary Map” and replace with Attachment 2 entitled “Amended Project Area-Amended Revenue Allocation Area Boundary Map.”

3 Amendment to Section 101 of the Plan.

(a) Section 101 entitled “PROVISIONS NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS CONFORMANCE WITH STATE OF IDAHO URBAN RENEWAL LAW OF 1965, AS AMENDED” is amended by adding new paragraphs to the end of the existing language as follows:

- g. This First Amendment to the Plan (the “First Amendment”) deannexes certain parcels from the existing Project Area, resulting in an “Amended Project Area” as further described and shown in Attachments 1 and 2.
- h. In accordance with the Idaho Urban Renewal Law of 1965, this First Amendment was submitted to the Planning Commission of the City of Boise. After consideration of the First Amendment, the Commission filed a Resolution dated July __, 2018, with the City Council stating that the First Amendment is in conformity with Blueprint Boise, the Comprehensive Plan for the city of Boise, adopted on November 29, 2011, and as subsequently amended.
- i. Pursuant to the Idaho Urban Renewal Law of 1965, the City Council, having published due notice thereof, held a public hearing on the First Amendment. Notice of the hearing was duly published in a newspaper having general circulation. The City Council adopted the First Amendment on _____, 2018, pursuant to Ordinance No. _____.

4. Amendment to Section 200 of the Plan.

(a) Section 200 entitled “DESCRIPTION OF PROJECT AREA” is deleted and replaced as follows:

DESCRIPTION OF THE AMENDED PROJECT AREA

OPTION B

The boundaries of the Amended Project Area and of the Amended Revenue Allocation Area are described in Attachment 1, which is attached hereto and incorporated herein by reference, and are shown on the Amended Project Area and Amended Revenue Allocation Area Boundary Map, attached hereto as Attachment 2 and incorporated herein by reference. The map shows the original boundary of the River Street-Myrtle Street Urban Renewal Project, the areas added as part of the 2004 amendment process, and the areas deannexed as part of the 2018 amendment process.

The area contained within the original boundary was designated as appropriate for an urban renewal project by City Council Resolution Nos. 12475 and 12737 and Ordinance 5596. The 2004 additions to the original boundary included annexation of a portion of the Old Boise-Eastside Study Area to the River Street-Myrtle Street District, designated as appropriate for an urban renewal project by City Council Resolution No. 17216, and additions to the River Street-Myrtle Street Area, designated as appropriate for an urban renewal project by Council Resolution No. 18232. The Agency has received reports prepared by Harlan W. Mann, consultant, concerning findings of deteriorated or deteriorating conditions for the original area (dated September 23, 1991, April 8, 1994, and September 19, 1994), and reports for the areas added in 2004 (dated July 13, 2001, and June 30, 2004).

5. Amendment to Section 302 of the Plan.

(a) Section 302 is amended by deleting the first sentence of the second paragraph and replacing it as follows:

Following de-annexation of certain parcels, the Amended Project Area and Amended Revenue Allocation Area consists of approximately 315 acres adjacent to the Boise Central Business District.

6. Amendment to Section 504 of the Plan.

(a) Section 504 is amended by adding a new sentence immediately following the end of the first sentence of the first paragraph as follows: Revenue allocation financing authority for the deannexed parcels pursuant to the First Amendment will be terminated effective January 1, 2018.

OPTION B

(b) Section 504 is amended by adding a new sentence at the end of the fourth paragraph as follows: No modifications to the analysis set forth in Attachment 6 have been made as a result of the First Amendment.

7. Amendment to Section 504.01 of the Plan.

(a) Section 504.01 is amended by adding new text immediately following the end of the second sentence as follows: No modifications to the Study have been made as a result of this First Amendment; however, the estimated financial impact to the Agency as a result of the deannexation of certain parcels from the existing Project Area pursuant to the First Amendment is set forth in the Fiscal Impact on CCDC's River Myrtle/Old Boise Urban Renewal District of the Proposed De-Annexation of 31 Parcels, which analysis is included in Attachment 7 to the Plan. The number of parcels reviewed in Attachment 7 is greater than the number of parcels deannexed from the existing Project Area pursuant to the First Amendment, resulting in an even less significant impact to the Agency than shown in Attachment 7.

8. Amendment to Section 504.03 of the Plan.

(a) Section 504.03 is amended by adding a new sentence at the end of the paragraph as follows: The deannexation of parcels from the existing Project Area pursuant to the First Amendment will not change this analysis.

9. Amendment to Section 504.04 of the Plan.

(a) Section 504.04 is amended by adding new text at the end of the second paragraph as follows: The deannexation of parcels from the existing Project Area pursuant to the First Amendment will reduce the amount of revenue generated by revenue allocation as generally shown in Attachment 7. The number of parcels reviewed in Attachment 7 is greater than the number of parcels deannexed from the existing Project Area pursuant to the First Amendment, resulting in an even less significant impact to the Agency than shown in Attachment 7.

(b) Section 504.04 is amended by adding a new sentence at the end of the third paragraph as follows: Based on the findings set forth in Attachment 7, which included a review of more parcels than ultimately considered for deannexation, the conclusion is the deannexation of certain parcels from the existing Project Area pursuant to the First Amendment does not materially reduce revenue allocation and the Project continues to be feasible.

10. Amendment to Section 800 of the Plan.

(a) Section 800 is amended by adding a new sentence at the end of the first paragraph as follows: The deannexation of parcels from the existing Project Area has no impact on the duration of this Plan.

11. Amendment to Attachment 1 of the Plan.

OPTION B

(a) Attachment 1 entitled “Description of the Project Area and Revenue Allocation Area” is deleted and replaced with Attachment 1 entitled “Description of the Amended Project Area and Amended Revenue Allocation Area,” attached hereto.

12. Amendment to Attachment 2 of the Plan.

(a) Attachment 2 entitled “Project Area – Revenue Allocation Area Boundary Map” is deleted and replaced with Attachment 2 entitled “Amended Project Area-Amended Revenue Allocation Area Boundary Map,” attached hereto.

13. Amendment to Plan to add new Attachment 7.

(a) The Plan is amended to add new Attachment 7 entitled “Fiscal Impact on CCDC’s River-Myrtle/Old Boise Urban Renewal District of the Proposed De-Annexation of 31 Parcels,” attached hereto.

14. River Myrtle – Old Boise Plan Remains in Effect. Except as expressly modified in this First Amendment, the Plan and the Attachments thereto remain in full force and effect.



June 7, 2018

**EXHIBIT A.1.2
RIVER-MYRTLE DE-ANNEXATION
WEST AREA OPTION 2**

A tract of land being a portion of Section 9 in Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho. Said tract of land being more particularly described by record information as follows:

Commencing at the Section Corner common to Sections 3, 4, 9, and 10, of Township 3 North, Range 2 East, Boise Meridian, thence North $89^{\circ}19'15''$ West 243.95 feet along the Section line common to said Sections 4 and 9 to a point on the Northwestern Right-of-Way of South 16th Street, thence along said Northwestern Right-Of-Way South $35^{\circ}08'45''$ West 155.22 feet, to a point on the Northerly Right-Of-Way of South Americana Boulevard, thence along said Northerly Right-Of-Way South $64^{\circ}53'07''$ West 127.27 feet; thence continuing along said Northerly Right-Of-Way South $64^{\circ}53'07''$ West 449.18 feet to the intersection with the Northerly Right-Of-Way of West River Street Being the **POINT OF BEGINNING**, thence along said Northerly Right-Of-Way

South $25^{\circ}26'23''$ East 759.41 feet, to a point on the Northerly Right-Of-Way of South 14th Street, thence leaving said Northerly Right-Of-Way of West River Street and following said Northerly Right-Of-Way of South 14th Street

South $64^{\circ}35'15''$ West 231.05 feet to the Southwest corner of Parcel Number R7476000250, thence along the westerly line of said Parcel the following 3 courses:

North $25^{\circ}21'25''$ West 141.92 feet, thence

North $64^{\circ}12'51''$ East 24.91 feet, thence

North $25^{\circ}23'18''$ West 157.85 feet to a point on the Southerly Right-Of-Way line of South 15th Street, thence following said Southerly Right-Of-way line the following 5 courses:

South $64^{\circ}37'25''$ West 159.25 feet, thence

North $25^{\circ}16'56''$ West 45.60 feet, thence

North $25^{\circ}16'07''$ West 190.14 feet, thence

16.05 feet along a curve to the left, said curve having a radius of 442.47 feet, a delta angle of $02^{\circ}04'42''$ and a chord bearing and distance of North $66^{\circ}29'41''$ East 16.05 feet, thence

273.34 feet along a curve to the left, said curve having a radius of 448.10 feet, a delta angle of $34^{\circ} 57' 00''$ and a chord bearing and distance of North $85^{\circ} 43' 23''$ East 269.12 feet to the Southerly Right-Of-Way line of South Americana Boulevard, thence following said Southerly Right-Of-Way line of South Americana Boulevard

South $64^{\circ} 38' 11''$ West 97.82 feet, thence

64.63 feet along a curve to the left, said curve having a radius of 1362.91 feet, a delta angle of $02^{\circ} 43' 01''$ and a chord bearing and distance of South $62^{\circ} 13' 55''$ West 64.62 feet, thence leaving said Southerly Right-Of-Way line

South $25^{\circ} 06' 13''$ East 59.18 feet, thence

North $64^{\circ} 49' 22''$ East 52.00 feet, thence

South $25^{\circ} 06' 13''$ East 145.03 feet, thence

South $64^{\circ} 49' 23''$ West 339.82 feet to a point on the Westerly Right-Of-Way of West Shoreline Drive, thence

North $25^{\circ} 13' 41''$ West 157.14 feet to the Southerly Right-Of-Way of South Americana Boulevard, thence

North $31^{\circ} 00' 13''$ West 94.23 feet to the Northerly Right-Of-Way of said South Americana Boulevard, thence along said Northerly Right-Of-Way the following

North $21^{\circ} 07' 46''$ East 43.42 feet, thence

North $48^{\circ} 31' 19''$ East 81.55 feet, thence

South $78^{\circ} 33' 11''$ East 39.05 feet, thence

223.77 feet along a curve to the right, said curve having a radius of 1453.37 feet, a delta angle of $08^{\circ} 49' 18''$ and a chord bearing and distance of North $60^{\circ} 22' 26''$ East 223.55 feet, thence

South $25^{\circ} 13' 11''$ East 10.00 feet, thence

North $64^{\circ} 47' 32''$ East 704.53 feet to the **POINT OF BEGINNING.**

Said Tract contains 8.52 acres, more or less.



June 5, 2018

EXHIBIT A.2.2
RIVER-MYRTLE DE-ANNEXATION
CENTRAL AREA OPTION 2

A tract of land being a portion of Section 9 in Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho. Said tract of land being more particularly described by record information as follows:

Commencing at the Section Corner common to Sections 3, 4, 9, and 10, of Township 3 North, Range 2 East, Boise Meridian, thence North $89^{\circ}19'15''$ West 243.95 feet along the Section line common to said Sections 4 and 9 to a point on the Northwestern Right-of-Way of South 16th Street, thence along said Northwestern Right-Of-Way South $35^{\circ}08'45''$ West 155.22 feet, to a point on the Northerly Right-Of-Way of South Americana Boulevard, thence along said Northerly Right-Of-Way South $64^{\circ}53'07''$ West 127.27 feet; thence continuing along said Northerly Right-Of-Way South $64^{\circ}53'07''$ West 449.18 feet to the intersection with the Northerly Right-Of-Way of West River Street, thence along said Northerly Right-Of-Way South $25^{\circ}26'23''$ East 839.41 feet, to the point of intersection with the Southerly Right-Of-Way of South 14th Street, being the **POINT OF BEGINNING**, thence continuing along said Northerly Right-Of-Way

South $25^{\circ}26'23''$ East 392.20 feet, thence leaving said Northerly Right-Of-Way

South $71^{\circ}18'16''$ West 103.28 feet to the Northeasterly corner of the Abri Condominiums, being on the Southerly Right-Of-Way of South 13th Street thence along said Southerly Right-of-way

South $64^{\circ}35'49''$ West 178.76 feet to a point being the Northwestern corner of said Condominiums, thence leaving said Southerly Right-Of-Way

South $25^{\circ}32'02''$ East 141.81 feet along the Westerly boundary of said Abri Condominiums, thence crossing a public alley

South $32^{\circ}45'25''$ East 15.58 feet to a point on the Northwestern line of Parcel Number R5011000060, thence following said Northwestern line

South $64^{\circ}45'55''$ West 199.16 feet, thence leaving said Northwestern line

North $45^{\circ}18'08''$ West 251.90 feet to a point on the Northerly Right-Of-Way of South 13th Street, thence along said Northerly Right-Of-Way

North $64^{\circ}31'04''$ East 332.49 feet, thence leaving said Northerly Right-Of-Way



North 25° 21' 15" West 149.46 feet along the Easterly line of Parcel Number R7476000093, thence

South 64° 37' 11" West 599.92 feet along the Northerly lines of Parcel Numbers R7476000093, S1009141880 and S1009141860 to a point on the Easterly line of Parcel Number S1009141850, thence along said Easterly line and the Easterly line of Parcel Number S1009141830

North 25° 21' 58" West 150.72 feet to said Southerly Right-Of-Way line of South 14th Street, thence along said Southerly Right-Of-Way

North 64° 39' 34" East 830.87 feet to the **POINT OF BEGINNING.**

Said Tract contains 5.5 acres, more or less.



June 5, 2018

EXHIBIT A.3.2
RIVER-MYRTLE DE-ANNEXATION
EAST AREA OPTION 2

A tract of land being a portion of Section 9 and a portion of Section 10 both in Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho. Said tract of land being more particularly described by record information as follows:

Commencing at the Section Corner common to Sections 3, 4, 9, and 10, of Township 3 North, Range 2 East, Boise Meridian, thence South 00°34'20" West 1741.17 feet along the Section line common to said Sections 9 and 10 to a point on the Southeasterly Right-of-Way of South 12th Street, thence along said Southeasterly Right-Of-Way South 64°43'27" West 158.58 feet, to the intersection with the Northerly Right-Of-Way of West River Street and the **POINT OF BEGINNING**; thence following said Northerly Right-Of-Way the following 7 courses:

South 29° 02' 32" East 175.67 feet

South 13° 36' 17" East 26.84 feet, thence

South 30° 29' 54" East 148.56 feet, thence

South 54° 37' 05" East 121.94 feet, thence

South 31° 17' 55" East 61.81 feet, thence

South 55° 00' 37" East 984.67 feet, thence

South 87° 50' 05" East 118.70 feet to the intersection with the Westerly Right-Of-Way of South 9th Street, thence following said Westerly Right-Of-Way

North 06° 35' 46" East 18.61 feet, thence

North 02° 29' 36" East 19.08 feet, thence leaving said Westerly Right-Of-Way

South 87° 30' 24" East 103.25 feet to a point on the Easterly Right-Of-Way of South 9th Street, thence along said Easterly Right-Of-Way

18.59 feet along a curve to the left, said curve having a radius of 10.00 feet, a delta angle of 106° 30' 47" and a chord bearing and distance of South 42° 47' 39" East 16.03 feet, thence leaving said Easterly Right-Of-Way

South 08° 12' 23" East 76.59 feet to a point on the Southerly Right-Of-Way of West River Street, thence along said Southerly Right-Of-Way

36.70 feet along a curve to the left, said curve having a radius of 219.12 feet, a delta angle of 09° 35' 45" and a chord bearing and distance of South 74° 42' 39" West 36.66 feet, thence

8.63 feet along a curve to the left, said curve having a radius of 20.00 feet, a delta angle of 24° 42' 34" and a chord bearing and distance of South 56° 21' 56" West 8.56 feet to a point on said Easterly Right-Of-Way of South 9th Street, thence along said Easterly Right-Of-Way

South 01° 58' 16" West 334.32 feet, thence
South 04° 51' 25" West 112.24 feet

South 27° 26' 08" East 91.16 feet to a point on the Northerly bank of the Boise River, thence
along said Northerly bank, thence along said Northerly bank

North 64° 01' 18" West 161.48 feet to a point on the Westerly Right-Of-Way of South 9th
Street, thence along said Westerly Right-Of-Way, the following 11 courses:

North 10° 01' 37" East 111.63 feet, thence
North 02° 30' 58" East 110.12 feet, thence
North 39° 21' 58" West 7.94 feet, thence
North 87° 05' 15" West 9.88 feet, thence
North 02° 38' 54" East 42.67 feet, thence
North 22° 23' 42" East 10.70 feet, thence
North 78° 23' 02" East 6.00 feet, thence
North 69° 03' 45" West 1.06 feet, thence
North 02° 30' 34" East 82.67 feet, thence
North 14° 18' 19" East 27.56 feet, thence
North 03° 37' 56" East 50.33 feet to the intersection of the Southerly Right-Of-Way of West
River Street, thence along said Southerly Right-Of-Way the following 11 courses:

38.44 feet along a curve to the left, said curve having a radius of 45.65 feet, a delta angle of
48° 14' 45" and a chord bearing and distance of North 56° 02' 36" West 37.31 feet, thence

13.99 feet along a curve to the left, said curve having a radius of 114.50 feet, a delta angle
of 07° 00' 00" and a chord bearing and distance of North 83° 45' 07" West 13.98 feet, thence

197.48 feet along a curve to the right, said curve having a radius of 380.19 feet, a delta angle
of 29° 45' 40" and a chord bearing and distance of North 69° 33' 32" West 195.27 feet,
thence

North 54° 47' 03" West 466.84 feet, thence
North 54° 47' 03" West 55.90 feet, thence
North 53° 55' 51" West 80.21 feet, thence
North 54° 50' 45" West 272.03 feet, thence
North 60° 30' 47" West 50.67 feet, thence
North 54° 50' 45" West 50.76 feet, thence

136.12 feet along a curve to the right, said curve having a radius of 265.00 feet, a delta angle
of 29° 25' 51" and a chord bearing and distance of North 41° 52' 45" West 134.63 feet,
thence

North 28° 54' 45" West 9.77 feet, thence leaving said Southerly Right-Of-Way

6.80 feet along a curve to the left, said curve having a radius of 4.33 feet, a delta angle of
89° 56' 01" and a chord bearing and distance of North 73° 54' 45" West 6.12 feet to a point

on the Southeasterly Right-Of-Way of South Pioneer Street, thence along said Southeasterly Right-Of-Way

23.57 feet along a curve to the right, said curve having a radius of 56.00 feet, a delta angle of $24^{\circ} 07' 09''$ and a chord bearing and distance of South $73^{\circ} 08' 45''$ West 23.40 feet, thence

South $85^{\circ} 12' 15''$ West 20.43 feet, thence

23.25 feet along a curve to the left, said curve having a radius of 65.00 feet, a delta angle of $20^{\circ} 29' 51''$ and a chord bearing and distance of South $74^{\circ} 57' 15''$ West 23.13 feet, thence

South $64^{\circ} 42' 15''$ West 177.58 feet to the most northerly corner of Parcel Number R2887290150, thence leaving Southeasterly Right-Of-Way and tracing said Parcel the following 2 courses:

South $25^{\circ} 17' 45''$ East 55.00 feet, thence

South $64^{\circ} 42' 15''$ West 215.42 feet, thence

North $65^{\circ} 44' 45''$ West 41.78 feet, thence

South $24^{\circ} 13' 34''$ West 136.99 feet to a point being the most Southerly corner of Lot 8 of the Forest River No. 3 Subdivision said point also being on the Northerly boundary of Parcel number S1009142330, thence tracing said parcel the following 20 courses:

South $65^{\circ} 30' 22''$ East 527.02 feet, thence

South $19^{\circ} 56' 48''$ West 45.00 feet, thence

South $70^{\circ} 03' 12''$ East 50.00 feet, thence

South $63^{\circ} 36' 12''$ East 22.71 feet to the line common to said Sections 9 and 10, thence along said line

South $01^{\circ} 00' 48''$ West 40.00 feet to the Northerly Bank of the Boise River, thence along said Northerly Bank the following courses:

North $66^{\circ} 23' 25''$ West 645.60 feet, thence

North $85^{\circ} 05' 12''$ West 58.94 feet, thence

North $60^{\circ} 25' 12''$ West 150.90 feet, thence

North $78^{\circ} 25' 12''$ West 55.40 feet, thence

North $50^{\circ} 25' 12''$ West 69.00 feet, thence

North $57^{\circ} 40' 14''$ West 302.69 feet, thence

North $50^{\circ} 45' 12''$ West 200.00 feet, thence

North $65^{\circ} 45' 12''$ West 51.90 feet, thence

North $55^{\circ} 25' 12''$ West 113.94 feet, thence

North $25^{\circ} 18' 12''$ West 22.40 feet, thence

June 5, 2018

Page 4



North 43° 59' 10" West 42.51 feet to the centerline of a vacated portion of South 13th Street, thence leaving said Northerly Bank and continuing along said Parcel, thence

North 64° 24' 32" East 111.12 feet along said centerline to the Southwesterly Right-Of-Way of West Shoreline Drive, thence along said Southwesterly Right-Of-Way

South 27° 11' 29" East 40.00 feet, thence leaving said Southwesterly Right-Of-Way and continuing along said Parcel

South 47° 21' 26" East 363.97 feet, thence

South 65° 30' 56" East 195.16 feet to the most Easterly of said Parcel Number R2887280080 thence leaving said Parcel Number S1009142330 and tracing said parcel R2887280080 the following 6 courses:

North 24° 29' 31" East 59.23 feet, thence
North 64° 42' 15" East 150.39 feet, thence
North 25° 17' 45" West 32.00 feet, thence
North 64° 42' 15" East 94.70 feet, thence
North 25° 17' 45" West 88.00 feet, thence

North 64° 45' 55" East 37.82 feet to the Northwestern corner of Parcel Number R2287280052, thence tracing said Parcel the following 3 courses:

South 25° 15' 04" East 309.28 feet, thence
North 64° 45' 55" East 295.60 feet, thence
North 25° 14' 05" West 239.40 feet to a point on the Southeasterly line of Parcel Number R5011000060, thence along said Southeasterly line

North 64° 45' 55" East 216.25 feet to the Southerly Right-Of-Way for West River Street, thence along said Southerly Right-Of-Way

North 64° 45' 55" East 7.01 feet, thence leaving said Southerly Right-Of-Way
North 50° 08' 53" East 74.54 feet to the intersection of said Northerly Right-Of-Way of West River Street and the Southerly Right-Of-Way being the **POINT OF BEGINNING**.

Said Tract of land contains 11.2 acres, more or less.





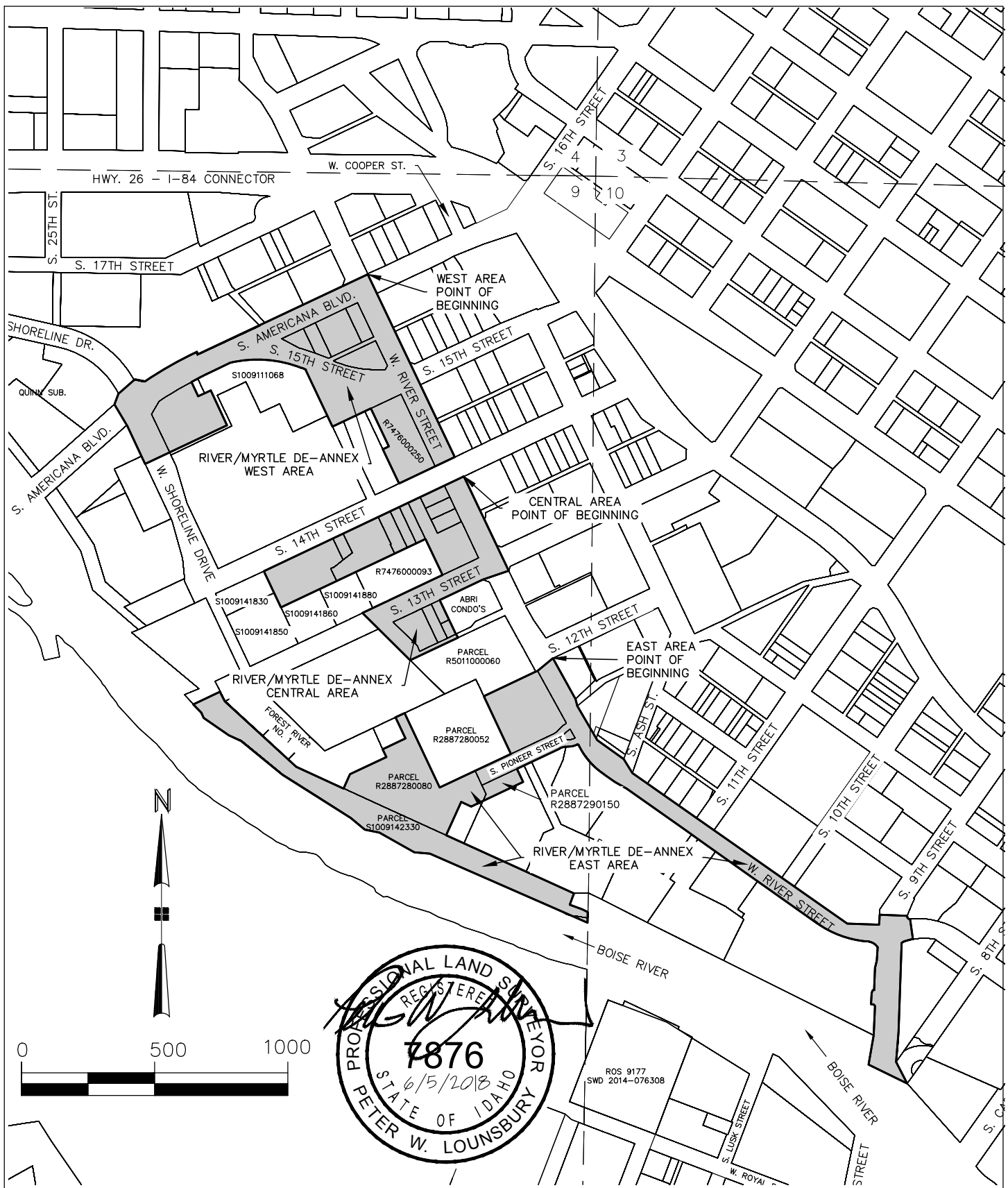


EXHIBIT B-2
DE-ANNEXATION OF A PORTION OF THE
RIVER-MYRTLE URBAN RENEWAL DISTRICT

Quadrant
Consulting, Inc.

1904 West Overland Road
Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING-SURVEYING

DATE: JUNE 5, 2018

JOB NO. 204-26

Option 2 R-M DeAnnex.dwg

FISCAL IMPACT ON CCDC'S RIVER-MYRTLE/OLD BOISE URBAN RENEWAL DISTRICT OF THE PROPOSED DE-ANNEXATION OF 31 PARCELS

Prepared for the
Board of Commissioners
and
Executive Director
of the
Capital City Development Corporation
Boise, Idaho.

Don Holley, PhD
Don Reading, PhD

May 15, 2018

INTRODUCTION

Capital City Development Corporation (CCDC), Boise's redevelopment agency, intends to de-annex 31 parcels from the current River-Myrtle/Old Boise District (RMOB) Urban Renewal District (URD). We are Feasibility Consultants as defined in the outstanding River-Myrtle/Old Boise Urban Renewal District Bond Resolutions (the "Bond Resolution").

DE-ANNEXATION REQUIREMENTS

The RMOB URD, as currently configured, consists of 340 acres with a 30 year term that expires in 2024, except for revenues received in 2025. When land is de-annexed from a URD the meaningful issue is whether the RMOB Incremental Tax Revenues will be materially reduced by the proposed de-annexation. According to Section 510 of the Bond Resolutions, if CCDC proposes to amend the RMOB Urban Renewal Project Plan, it will file with the Bondholders an urban development Consultant's Report on the effect of the proposed amendment. If the Consultant's Report concludes that the amendment will not materially reduce RMOB Incremental Tax Revenues, the Plan can be amended. The Plan cannot be amended if the Consultant's Report concludes that RMOB Incremental Tax Revenues will be materially reduced.

For CCDC's Fiscal Year 2017 RMOB generated \$8,675,983 of Incremental Tax Revenue. The Incremental Tax Revenue generated from the proposed de-annexed portion of RMOB for 2017 is \$193,436, or 2.2% [$\$193,436 / \$8,675,983$] of the total Incremental Tax Revenues.

RMOB INCREMENT VALUATION

\$560,776,023	2017 December Total Increment Value
\$12,502,800	Proposed Plan Amendment: Reduced Increment Value
2.2%	Plan Amendment as % of Total RMOB Valuation

RMOB TAX INCREMENT REVENUE

\$8,675,983	2017 December Total Tax Increment Revenue
\$193,436	Proposed Plan Amendment: Reduced Tax Increment Revenue
2.2%	Plan Amendment as % of Total RMOB Valuation

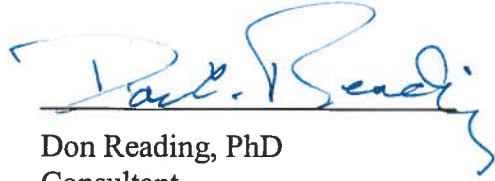
The standard practice for lending institutions in determining a borrower's ability to repay the loan is to calculate the ratio of the borrower's annual income to the amount required to cover the maximum annual debt servicing. This is called the 'Debt Coverage Ratio' (DCR). Currently, institutions lending to CCDC require a DCR of 1.2. CCDC secures its debt with a combination of a URD's Tax Increment Revenue and net operating revenues from its seven garage, 2,796-space, public parking system. CCDC's FY 2018 maximum annual debt service for the RMOB District is \$4,328,121. The combination of FY 2018 RMOB Tax Increment Revenue (\$8,675,983) and the parking system's net operating revenue (\$4,225,162) generates \$12,901,145 resulting in a DCR for RMOB of 3.0 [$\$12,901,145 / \$4,328,121$].

OPINION

We conclude that the withdrawal of 31 parcels from the River-Myrtle/Old Boise District resulting in a 2.2% reduction in Incremental Tax Revenue does not result in a material reduction.



Don Holley, PhD
College of Business & Economics
BSU



Don Reading, PhD
Consultant
Boise, Idaho

- Exhibits:
1. Map of RMOB Parcels to be De-Annexed.
 2. Resume: Don C. Reading, PhD.
 3. Resume: Donald W. Holley, PhD.

MAP of RMOB PARCELS to be DE-ANNEXED



RESUME: Don C. Reading, PhD

Don C. Reading

	Don C. Reading
<i>Present position</i>	Vice President and Consulting Economist
<i>Education</i>	B.S., Economics — Utah State University M.S., Economics — University of Oregon Ph.D., Economics — Utah State University
<i>Honors and awards</i>	Omicron Delta Epsilon, NSF Fellowship
<i>Professional and business history</i>	<p>Ben Johnson Associates, Inc.: 1989 — Vice President 1986 — Consulting Economist</p> <p>Idaho Public Utilities Commission: 1981-86 Economist/Director of Policy and Administration</p> <p>Teaching: 1980-81 Associate Professor, University of Hawaii-Hilo 1970-80 Associate and Assistant Professor, Idaho State University 1968-70 Assistant Professor, Middle Tennessee State University</p>
<i>Firm experience</i>	<p>Dr. Reading provides expert testimony concerning economic and regulatory issues. He has testified on more than 40 occasions before utility regulatory commissions in Alaska, California, Colorado, the District of Columbia, Hawaii, Idaho, Montana, Nevada, North Carolina, North Dakota, Texas, Utah, Wyoming, and Washington.</p> <p>Dr. Reading has more than 35 years experience in the field of economics. He has participated in the development of indices reflecting economic trends, GNP growth rates, foreign exchange markets, the money supply, stock market levels, and inflation. He has analyzed such public policy issues as the minimum wage, federal spending and taxation, and import/export balances. Dr. Reading is one of four economists providing yearly forecasts of statewide personal income to the State of Idaho for purposes of establishing state personal income tax rates.</p> <p>Dr. Reading's areas of expertise in the field of electric power include demand forecasting, long-range planning, price elasticity, marginal and average cost pricing, production-simulation modeling, and econometric modeling. He participates, and presents testimony regularly in general rate cases for the Industrial Customers of Idaho Power and Clearwater Paper (Avista) focusing on cost of service modeling and rate design.</p> <p>Dr. Reading has been active in PURPA related cases in North Carolina, Montana, Oregon, and Idaho. His testimony in these cases has focused on the modeling and calculation of avoided costs of the utilities, as well as the terms and conditions of PURPA contracts. He has recently assisted the J.R. Simplot Company in negotiating special contract rates for the Company's new food processing plant.</p>

Among Dr. Reading's projects are a FERC hydropower relicensing study (for the Skokomish Indian Tribe) and an analysis of Northern States Power's North Dakota rate design proposals affecting large industrial customers (for J.R. Simplot Company). Dr. Reading has also provided an analysis for the Idaho Governor's Office of the impact on the Northwest Power Grid of various plans to increase salmon runs in the Columbia River Basin. Dr. Reading has prepared econometric forecasts for the Southeast Idaho Council of Governments and the Revenue Projection Committee of the Idaho State Legislature. He has also been a member of several Northwest Power Planning Council Statistical Advisory Committees and vice chairman of the Governor's Economic Research Council in Idaho.

While at Idaho State University, Dr. Reading performed demographic studies using a cohort/survival model and several economic impact studies using input/output analysis. He has also provided expert testimony in cases concerning loss of income resulting from wrongful death, injury, or employment discrimination.

In the field of telecommunications, Dr. Reading has provided expert testimony on the issues of marginal cost, price elasticity, and measured service. Dr. Reading prepared a state-specific study of the price elasticity of demand for local telephone service in Idaho and conducted research for, and directed the preparation of, a report to the Idaho legislature regarding the status of telecommunications competition in that state.

Dr. Reading has assisted the Idaho Department of Water Resources in the forecasting elements of the State's development of rules for the new state law of "Reasonably Anticipated Future Needs" for municipal water companies. He is current working with United Water Idaho in the development of the Company's forecasted water demands over the next 50 years.

Publications

"Energizing Idaho", Idaho Issues Online, Boise State University, Fall 2006.
www.boisestate.edu/history/issuesonline/fall2006_issues/index.html

The Economic Impact of the 2001 Salmon Season In Idaho, Idaho Fish and Wildlife Foundation, April 2003.

The Economic Impact of a Restored Salmon Fishery in Idaho, Idaho Fish and Wildlife Foundation, April, 1999.

The Economic Impact of Steelhead Fishing and the Return of Salmon Fishing in Idaho, Idaho Fish and Wildlife Foundation, September, 1997.

"Cost Savings from Nuclear Resources Reform: An Econometric Model" (with E. Ray Canterbury and Ben Johnson) Southern Economic Journal, Spring 1996.

A Visitor Analysis for a Birds of Prey Public Attraction, Peregrine Fund, Inc., November, 1988.

"Post-PURPA Views," In Proceedings of the NARUC Biennial Regulatory Conference, 1983.

An Input-Output Analysis of the Impact from Proposed Mining in the Challis Area (with R. Davies). Public Policy Research Center, Idaho State University, February 1980.

Phosphate and Southeast: A Socio Economic Analysis (with J. Eyre, et al). Government Research Institute of Idaho State University and the Southeast Idaho Council of Governments, August 1975. Estimating General Fund Revenues of the State of Idaho (with S. Ghazanfar and D. Holley). Center for Business and Economic Research, Boise State University, June 1975.

"A Note on the Distribution of Federal Expenditures: An Interstate Comparison, 1933-1939 and 1961-1965." In *The American Economist*, Vol. XVIII, No. 2 (Fall 1974), pp. 125-128.

"New Deal Activity and the States, 1933-1939." In *Journal of Economic History*, Vol. XXXIII, December 1973, pp. 792-810.

RESUME: Donald W. Holley, PhD

Donald W. Holley
Emeritus Faculty
Department of Economics
Boise State University

EDUCATION

B.S., Economics, Brigham Young University
M.S., Economics, University of Oregon
Ph.D., Economics, University of California, Riverside

PROFESSIONAL POSITIONS

2017: Emeritus Faculty, Boise State University
1999-2017: Instructor, Department of Economics, Boise State University
1982-99: Management Science Associate, Ore-Ida Foods Inc.
1978-82: Professor, Boise State University
1976-78: Associate Professor, Boise State University
1973-76: Assistant Professor, Boise State University
1971-73: Assistant Professor, Idaho State University

OTHER PROFESSIONAL EXPERIENCE

Since the early 1970's Dr. Holley has completed many economic impact studies estimating the local impact of different firms and industries at the state and local level. Clients include U.S. Forest Service, the city of Soda Springs, Idaho National Laboratory, Milk Producers of Idaho and the Idaho Dairy Association, Idaho Department of Parks and Recreation, a civic group assessing the feasibility of an assisted living facility in Council, Idaho, Idaho grape growers and wineries, the city of Mountain Home, Mountain Home Air Force Base, Idaho Air National Guard. In 2015 Dr. Holley completed a study evaluating the feasibility of electricity generation with wind power in the Mountain West.

Since 1974 Dr. Holley has participated in providing the Idaho legislature with a forecast of General Fund revenues and a forecast of Idaho Personal Income to the Idaho State Tax Commission.

At Ore-Ida Foods Dr. Holley provided estimates of frozen potato sales and prices, forecasts of acres planted of the fall potato crop, and dozens of estimates of price elasticities for various frozen potato products.

Dr. Holley has worked as an expert witness estimating and evaluating the loss of income and asset valuation resulting from assertions of wrongful firing, medical and pharmaceutical malpractice, machinery malfunction, mismanagement of resources by public authorities, wrongful denial of highway access, and perjury.

RECENT AND RELEVANT PUBLICATIONS

With Geoffrey Black, Department of Economics; David Solan, Boise State's Energy Policy Institute; and Michael Bergloff, COBE student, "Fiscal and Economic Impacts of State Incentives for Wind Energy Development in the Western United State," in Renewable and Sustainable Energy, Volume 34, June 2014, pages 136-144. This journal is ranked in the top four percent of journals ranked by SCImago Journal and Country Rank (SJCR).

With Susan Mason, Aaron Wells, Amit Jain all of Boise State University, Thomas Wuerser of Nova Southeastern University, and Joshi Alark of University of San Francisco, "An experiment-based methodology to understand the dynamics of group decision making," in Socio-Economic Planning Sciences 56 – June 2016. This is a theoretical paper investigating how groups value various options and come to a collective decision.
4834-3949-8851, v. 4

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Donald W. Holley
Emeritus Faculty
Department of Economics
Boise State University

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B.S., Economics, Brigham Young University
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4834-3949-8851, v. 4



May 16, 2018

Ada County

Attention: Board of County Commissioners
Attention: Assessor
Attention: Treasurer
200 W Front Street
Boise, Idaho 83702

Ada County Highway District

Attention: Board of Commissioners
3775 Adams Street
Garden City, Idaho 83714

Ada County Emergency Medical Services District

Attention: Mr. Darby Weston, Chief
370 N Benjamin Lane
Boise, Idaho 83704

Ada County Mosquito Abatement District

Attention: Mr. Adam Schroeder, Director
975 E Pine Avenue
Meridian, Idaho 83642

Boise City

Attention: Office of the Mayor
Attention: City Clerk
150 N Capitol Boulevard
Boise, Idaho 83702

Boise School District

Attention: Board of Trustees
8169 W Victory Road
Boise, Idaho 83709

College of Western Idaho

Attention: Board of Trustees
MS 2000
PO Box 3010
Nampa, Idaho 83653

Idaho State Tax Commission

Attention: Alan Dornfest
Attention: Mr. Gary Houde
PO Box 36
Boise, Idaho 83722

Re: New Shoreline Urban Renewal District

Greetings Public Officials,

In the next few months CCDC will be proposing to Boise City a new Urban Renewal District (URD), the Shoreline District. As currently conceived the Shoreline District will contain approximately 190 acres located within the city's Downtown Planning Area. It will include parcels from the existing River-Myrtle / Old Boise (RMOB) and 30th Street URDs plus portions of the River Street neighborhood and, south of the river, a portion of the Lusk District neighborhood as well as public rights-of-way and a section of the Boise River (map attached). Parcels currently in the RMOB or 30th Street URD's will be de-annexed from those districts prior to September 1, 2018. Under the governing statutes, the deannexation process is deemed a formal plan amendment. CCDC's Board of Commissioners will consider the RMOB and 30th Street amendments at its June 11, 2018, Board meeting and forward the amendments to Boise City to complete the process by September 1, 2018.

According to a recent Eligibility Study commissioned by the City Council, the area of the proposed Shoreline District meets the statutorily-defined requirements for a URD. The City Council's approval of the study led to further assessment and planning for the formation of this

new district. CCDC engaged consultants to draft a formal Urban Renewal Plan to revitalize this area of the city.

The total estimated Taxable Value (base assessment roll) of the property in the proposed Shoreline District is \$108 million (2017 values). Forty-percent of that amount would be generated by parcels that would be de-annexed from either the RMOB or 30th Street districts. The remaining proposed parcels, representing 60% the proposed district's Taxable Value, do not reside in an existing URD.

URD	Acres	Taxable Value
From River Myrtle-Old Boise URD	35	\$22,008,300
From 30 th Street URD	36	\$21,292,300
New to URD	120	\$64,722,300
Proposed Shoreline URD	191	\$108,022,900

Outreach to Shoreline District stakeholders – property owners, the public, taxing districts and the city – will occur over the next few months. A draft urban renewal plan is being created for review by the CCDC Board of Commissioners in a public meeting this summer. It will then go to Boise City for approval in early fall. As statutorily-required, all affected taxing districts will receive formal notification regarding both the creation of the Shoreline District and the de-annexation of the identified parcels from the existing RMOB and 30th Street URDs.

It is important to me that you are fully informed of CCDC's work. Contact Shellan Rodriguez, Real Estate Development Manager (srodriguez@ccdcboise.com or 208.384.4264) anytime with questions or comments. A great resource for answers to frequently asked questions and up-to-date information is www.ccdcshoreline.com.

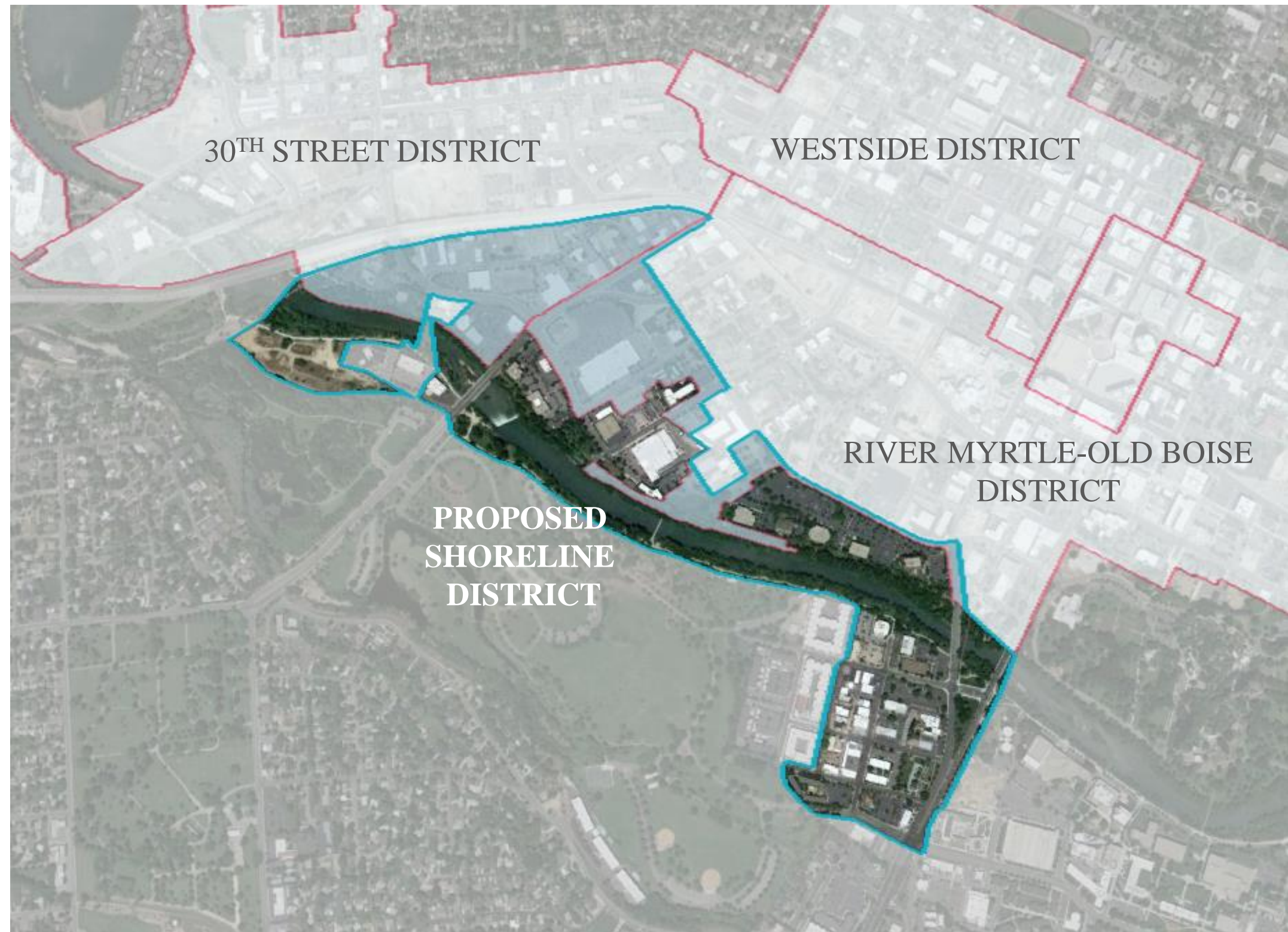
Urban renewal districts, by design, come and go. As the Shoreline District takes shape, the Agency's first URD, the Central District, ten blocks and 34 acres in the heart of downtown, will sunset this year on September 30. Over the past thirty years CCDC and the Central District have played essential roles in the by-all-measures extremely successful redevelopment of the downtown core. As the soon-to-be-former Central District's increment revenue begins to flow back to the taxing districts with the distribution of Tax Year 2018 property values and tax distributions in January and July 2019, let's hope for similar good fortune over the life of the Shoreline District.

Sincerely,



John Brunelle
Executive Director

Proposed Shoreline URA District





AGENDA BILL

Subject: Central District Termination Resolution 1542		Date: June 11, 2018
Staff Contact: Ross Borden, Finance Director	Attachments: <div>1. Resolution 1542 – Central District Termination Resolution</div> <div>2. Exhibit A: Central District Termination Narrative</div> <div>3. Exhibit B: Central District Termination Budget</div> <div>4. Exhibit C: Central District Map</div>	
Action Requested: <div>1. Approve Resolution 1542 Central District Termination and provide notice to taxing districts including Ada County, and the Idaho State Tax Commission.</div>		

BACKGROUND:

The Central District, the Agency's (and Idaho's) first Revenue Allocation Area, will sunset after a 30-year term on September 30, 2018. This is the Agency's first RAA termination. **See Exhibit C, Central District Map.** If adopted, Resolution 1542 will be the Board's final, official, non-budget related Central District action. The final, formal Central District termination step is city council adoption of an ordinance terminating the Central District Plan. That action must take place prior to the end of calendar year 2018.

The Board first began informal preparations for this milestone in June 2014. Since then a Working Group chaired by former Board Chair John Hale and including Commissioner Maryanne Jordan (also a recent city councilor and current state senator), Jade Riley, Chief of Staff, Boise City, and CCDC Executive Director John Brunelle, met five times to discuss and resolve related issues. Agency Counsel Ryan Armbruster and Meghan Conrad and staff have complied with all related statutory requirements in timely fashion, including notification to the seven affected taxing districts (1. Ada County, 2. Boise City, 3. Boise Public Schools, 4. Ada County Highway District, 5. College of Western Idaho, 6. Emergency Medical Services District, 7. Mosquito Abatement District) and the State Tax Commission.

With the Central District's sunset, the Agency will have three active Revenue Allocation Areas:

1. River-Myrtle / Old Boise – sunsets in 2025 after a 30-year term
2. Westside – sunsets in 2026 after a 24-year term
3. 30th Street – sunsets in 2033 after a 20-year term

The Agency is also well down the road creating two new districts:

4. Shoreline
5. Gateway East

With two more districts in the early stages of development:

6. Bench
7. State Street

The new districts will have the current statutorily-allowed 20-year maximum terms.

The **Termination Resolution** terminates the Central District Plan on or before December 31, 2018. The seven taxing entities can add the Increment Value generated between Tax Years 2006 and 2017 to the Base Assessment Roll for their FY 2019 budget year calculations.

- The Agency expects to have sufficient FY 2018 Central District revenues to complete all budgeted projects and is working diligently to ensure all budgeted projects are completed by September 30, 2018.
 - In this instance, the annual property tax assessment / collection / distribution cycle concludes with Ada County distributing property taxes from 2017 assessed values to recipients in January and July 2018. The July 2018 distribution is the final distribution of Central District Tax Increment Revenue the Agency will receive (or accept).
- The Agency will return any Tax Increment Revenue received in FY 2018 and unexpended by September 30, 2018 to Ada County to be redistributed to the seven taxing districts pro rata according to their respective FY 2018 levies.
- The Agency will also direct Ada County to distribute any Tax Increment Revenue available for distribution after September 30, 2018, such as delinquent Tax Increment Revenue, to the seven taxing districts pro rata rather than accepting and including it in the Agency's FY 2019 spending plan.

The Termination Resolution will be delivered to the seven taxing districts – one of which is Ada County – and the Idaho State Tax Commission as notification that the Board of Commissioners has acted with finality to terminate the Central District.

Exhibit A, Termination Narrative, describes how the various loose ends will be addressed:

- Unfinished Capital Improvement Program projects, if any. The intent is to have all projects completed by September 30 although the vagaries of construction can lead to unforeseeable and unavoidable delays.
- Disposition or retention of real property and other assets:
 - The Grove Plaza (convey to city)
 - 8th Street between Bannock and Main streets (convey to city)
 - Four Central District parking garages (retained by Agency)
- Interagency contracts, licenses and agreements:
 - 8th Street Parking Meters & Enforcement (with city)
 - 8th Street and The Grove Plaza Patio Licensing (with city)
 - The Grove Plaza Operations & Maintenance (with GBAD)
 - Maintenance & Service of Greater Downtown (with city, Downtown Boise Association, Valley Regional Transit)
- Delinquent tax increment revenue (distribute to seven taxing districts)

Save the Date: Monday, November 5, 2018. CCDC and the Central District will be feted at Idaho Smart Growth's annual awards, East Ballroom, Boise Centre.

FISCAL NOTES:

Exhibit B, Termination Budget, is also the Central District's FY 2018 Amended budget. It reflects mid-year changes to the FY 2018 Original Budget adopted by the Board in August 2017. The Agency's goal is for all final year Central District projects to be complete and funds expended or encumbered by the termination date, September 30, 2018. There will be an FY 2019 Central District Original Budget, estimated at \$50,000, for miscellaneous expenses funded exclusively with Agency operating funds since distributions of Central District Tax Increment Revenue will terminate with the Central District at the end of FY 2018.

The Board will see Resolution 1549, the Central District's Termination Budget Resolution, as part of the Agency's regular budget cycle in August along with a FY 2019 budget for nominal miscellaneous legal and administrative expenses that will be incurred after September 30.

A URD's Tax Increment Revenue is restricted for use in only the district from which it is generated. Rather than expending all of a district's revenue each fiscal year, the Agency employs a long range financial plan (Business Plan) for each of its districts that estimates and projects the Tax Increment and other revenue a district will receive each year then plans for the various uses of those funds. The Business Plan must be updated frequently to reflect the constant changes in a district's evolution. On the revenue side, planning elements include new revenue generated by new assessed value being added to the property tax roll, a growth factor, bond proceeds, miscellaneous revenue, etc. On the expenditure side, planning elements include contract and Participation Program commitments, debt service, the Capital Improvement Plan, Agency operations, etc. The Business Plan is essential and allows revenues to be accumulated in a Working Capital fund in anticipation of big projects or initiatives in the out-years. As shown in Exhibit B, the Central District Business Plan accumulated \$4.9 million in Working Capital to go along with the estimated \$5.0 million in FY 2018 Tax Increment Revenue to allow \$9.97 million of investment in the Central District's final year. These six line items total \$7.2 million and account for 72% of the available revenue:

- \$2.29 million for Year 3 of 3 debt service for Series 2015 bonds (\$5M original principal)
- \$1.38 million for Capitol Boulevard streetscapes
- \$1.37 million for City Hall Plaza Renovation
- \$764k for Year 4 of 4, Type 3 reimbursement: 8th & Main building
- \$750k for Central District's allocation to Agency operations
- \$600k total for Type 1 grants (four awning projects, \$150k max match each)

The Termination Budget estimates there will be \$2,096 remaining at the end of the current fiscal year on September 30, 2018. The Agency will send the actual amount to Ada County who will distribute it pro rata to the seven taxing districts according to their respective FY 2018 levies.

Staff Recommendation and Suggested Motion:

I move adoption of Resolution 1542 terminating the Central District and providing notice to the seven affected taxing districts including Ada County, and the Idaho State Tax Commission.

RESOLUTION NO. 1542

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION, AN URBAN RENEWAL AGENCY ORGANIZED UNDER THE LAWS OF THE STATE OF IDAHO, MAKING CERTAIN FINDINGS THAT REVENUES ARE SUFFICIENT TO COVER ALL ESTIMATED AGENCY EXPENSES FOR FUTURE YEARS FOR THE URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA KNOWN AS THE CENTRAL DISTRICT PROJECT AREA; ESTIMATING THE REMAINING PROJECT OBLIGATIONS AND COSTS; RECOMMENDING TO THE CITY COUNCIL THAT THE REVENUE ALLOCATION PROVISION FOR THE CENTRAL DISTRICT PROJECT AREA BE TERMINATED; RECOMMENDING FURTHER THAT THE CITY COUNCIL PASS AN ORDINANCE TERMINATING THE REVENUE ALLOCATION PROVISION FOR THE CENTRAL DISTRICT URBAN RENEWAL PLAN AND RETURNING THE REVENUE ALLOCATION AREA TO THE REGULAR TAX ROLL EFFECTIVE TAX YEAR 2018; PROVIDING FOR THE PAYMENT OF DELINQUENT PROPERTY TAXES FOLLOWING TERMINATION; PROVIDING FOR PAYMENT OF CERTAIN EXPENSES FOR FISCAL YEARS 2018 AND 2019; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council ("City Council") of the city of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4 and Project II, Idaho R-5 (the "Boise Central District Urban Renewal Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 5026 on August 19, 1987, approving the Boise Central District Urban Renewal Plan and making certain findings;

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Amended and Restated Boise Central District Urban Renewal Plan (the “1994 Central District Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 5597 on December 6, 1994, approving the 1994 Central District Plan and making certain findings;

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the 2007 Amended and Restated Urban Renewal Plan, for the Boise Central District Project I, Idaho R-4 and Project II, Idaho R-5 (the “2007 Central District Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving the 2007 Central District Plan;

WHEREAS, the Boise Central District Urban Renewal Plan, as amended by the 1994 Central District Plan and the 2007 Central District Plan collectively will be referred to as the “Central District Plan;”

WHEREAS, the Central District Plan contained a revenue allocation financing provision pursuant to the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (the “Act”);

WHEREAS, the termination date for this revenue allocation area, as set forth in the Central District Plan, is December 31, 2017, except for revenues to be received in 2018, as authorized pursuant to Idaho Code § 50-2905(7);

WHEREAS, a substantial portion of identified projects have been completed in the Central District Plan area;

WHEREAS, the Agency expects all the expenses from any remaining projects to be completed under the Central District Plan, and as identified in the Central District Termination Budget (FY 2018) attached hereto as Exhibit B, to be incurred and satisfied by the Agency’s current fiscal year ending September 30, 2018, with the exception of (1) possible cost overruns from current projects; and/or (2) unexpected construction delays. An estimate of the remaining project costs and other administrative fees and costs are set forth in the Termination Plan attached hereto as Exhibit A;

WHEREAS, the Agency will request the County Treasurer to not distribute to the Agency any Central District Plan revenue allocation funds from delinquency tax payments in calendar year 2019, or subsequent years, generated from the 2017 assessed values, or earlier. To the extent any Central District Plan revenue allocation funds are received by the Agency in calendar year 2019, or later, the Agency will return those funds to the County Treasurer for distribution to the taxing districts;

WHEREAS, the Agency will have sufficient funds on deposit for payment of all final project costs and administrative fees;

WHEREAS, the Agency has reviewed the remaining projects and based on projected revenues and expenses of the Central District Plan, has determined there are sufficient funds for payment of all final project costs and Agency expenses and has further determined the revenue allocation area can be terminated on or before December 31, 2018;

WHEREAS, pursuant to Exhibit A, the Agency estimates a minimal surplus will be available for remittance to the County Treasurer for distribution to the taxing districts or before September 30, 2018, and which will be included in the Agency's amended FY 2018 budget;

WHEREAS, pursuant to Exhibit A, and as shown on Exhibit C, the Agency intends to retain the Agency owned parking garages in the Central District Plan area and will dispose of certain Agency owned parcels to the City;

NOW, THEREFORE, BE IT RESOLVED BY 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 Termination Plan attached hereto as Exhibit A is hereby approved and adopted by the Agency Board.

Section 3: That the revenue allocation area contained in the Central District Plan shall be terminated on or before December 31, 2018, consistent with the termination provisions set forth in the Act, allowing certain taxing entities to use the 2018 estimated assessed values above the adjusted base assessment roll for the Central District Project Area for their budgetary purposes, and further, those certain taxing entities may, for their budgetary purposes, take into account the difference between the increment value as of December 31, 2006, and the December 31, 2017, increment value for the Central District Project Area, which difference shall be added to the 2018 new construction roll, pursuant to § 63-301A(3)(g), Idaho Code.

Section 4: That the Agency does not intend to take revenue allocation funds in calendar year 2019, generated from the 2018 assessed values, and the allocation of revenues under section 50-2908, Idaho Code, shall cease effective January 1, 2018.

Section 5: That all financial obligations have been provided for and any outstanding obligations will be paid in full on or before September 30, 2018, with the exception of any project cost overruns from current projects, project costs for unexpected construction delays and an allocation of administrative fees and costs.

Section 6: That any delinquent property taxes due to the Agency that were levied for calendar year 2017, or earlier, shall not be paid to the Agency, but shall be distributed by the County Treasurer to the taxing districts in the same manner and proportion as the most recent

distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area.

Section 7: That any surplus will be remitted to the County Treasurer for distribution to the taxing districts prior to the end of the Agency's 2018 fiscal year on or before September 30, 2018 in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area. *See* I.C. 50-2909(4).

Section 8: That the Agency does hereby request that the City Council, pursuant to 50-2903(5), Idaho Code, adopt an Ordinance providing for the termination of the revenue allocation area in the Central District Plan, to be effective on or before December 31, 2018, and declaring that the tax year 2018 revenues from the increment value as levied upon within the revenue allocation area are not needed for the payment of any Agency indebtedness or Agency projects to be completed before September 30, 2018, and should flow to the respective taxing districts pursuant to Idaho law.

Section 9: That real property owned by the Agency in the terminated revenue allocation area, as set forth in Exhibit A, and as shown on Exhibit C, shall be transferred to the City on or before September 30, 2018, but in no event later than December 31, 2018. The Agency hereby authorizes the Agency Chair, Vice-Chair and/or Executive Director to execute any and all documents required to effectuate the transfer.

Section 10: That a copy of this Resolution be sent to the Ada County Assessor's Office, the County Auditor/Recorder and the Idaho State Tax Commission to provide notice of termination of the revenue allocation area in the Central District Plan.

Section 11: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of the city of Boise City, Idaho, on June 11, 2018. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on this 11th day of June 2018.

APPROVED;

By: _____
Chair

ATTEST:

By: _____
Secretary

EXHIBIT A

THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION

TERMINATION PLAN FOR THE REVENUE ALLOCATION AREA SET FORTH IN THE 2007 AMENDED AND RESTATED URBAN RENEWAL PLAN, FOR THE BOISE CENTRAL DISTRICT PROJECT I, IDAHO R-4 AND PROJECT II, IDAHO R-5, THE “CENTRAL DISTRICT PLAN”

The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation (“CCDC”) intends to terminate the revenue allocation area adopted at the time of the original adoption of the Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4 and Project II, Idaho R-5 in Boise City, effective August 19, 1987, as amended, and currently referred to as the Central District Plan (the “Plan”) for the Central District Project Area. The termination date for this revenue allocation area as set forth in the Plan is December 31, 2017; except for revenues to be received in 2018, as authorized pursuant to Idaho Code § 50-2905(7). CCDC has reviewed the projected revenues and expenses of the Plan and has determined the revenue allocation area can be terminated by December 31, 2018, effective retroactive to January 1, 2018, as it relates to assessed values within the project area. As a result, CCDC cannot receive revenue allocation funds in calendar year 2019, generated from the 2018 assessed values, and the allocation of revenues under § 50-2908, Idaho Code, shall cease effective January 1, 2018.

Intent Regarding Delinquencies:

CCDC will request the County Treasurer to not distribute to CCDC any Central District revenue allocation funds from delinquency tax payments in calendar year 2019, or subsequent years, generated from the 2017 assessed values, or earlier. To the extent any Central District revenue allocation funds are received by CCDC in calendar year 2019, or later, CCDC will return those funds to the County Treasurer for distribution to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area.

Fiscal Year 2019 Budget Summary:

CCDC expects all the expenses from any remaining projects to be completed under the Plan, and as identified in the Central District Termination Budget (FY 2018), Exhibit B to Resolution No. 1542, to be incurred and satisfied by the Agency’s current fiscal year ending September 30, 2018, with the exception of (1) possible cost overruns from current projects; and/or (2) unexpected construction delays. Additionally, there are administrative fees and costs due to termination that will be incurred during CCDC’s next fiscal year (FY 2019). An estimate of the remaining administrative fees and costs to be paid from non-Central District revenue allocation funds is \$50,000. CCDC will have sufficient funds on deposit for payment of all final project costs, including any cost overruns, and administrative fees.

At this point, CCDC is anticipating there will be a *de minimis* surplus to be distributed back to the taxing districts prior to the end of CCDC's 2018 fiscal year, September 30, 2018. No surplus is anticipated to be distributed back to the taxing districts prior to the end of CCDC's 2019 fiscal year, September 30, 2019. An estimate of the total surplus funds to be available for distribution on or before September 30, 2018, is \$2,096. Any available funds will be remitted to the County Treasurer to be distributed to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area.

Real Property Disposition:

The real property owned by CCDC in the Central District Project Area, more specifically described below and as shown on Exhibit C to Resolution No. 1542, shall be transferred to the City of Boise (the "City") on or before December 31, 2018.

1) 8th Street, two segments owned by CCDC, (1) between Bannock and Idaho streets and (2) between Idaho and Main streets: It is anticipated 8th Street will be conveyed to the City on or before September 30, 2018, but no later than December 31, 2018;

2) The Grove Plaza, including the central plaza and the north, south and west spokes: CCDC anticipates conveying The Grove Plaza to the City on or before September 30, 2018, but no later than December 31, 2018. The Grove Plaza will be transferred to the City subject to a Declaration of Deed Restrictions and Covenants (the "Covenants"). The Covenants provide for The Grove Plaza to be a space for public use, public access, public enjoyment and public celebrations, keeping with a public square-type space open for public uses. Subject to certain conditions private events may be held in The Grove Plaza, but cannot exceed 24 hours, and the public reserves the right to use the remaining portions of The Grove Plaza for its intended uses. The Covenants run with land and shall be binding on all successors and assigns. The public is granted the right to use and enjoy The Grove Plaza subject to such reasonable rules and regulations, and time, place and manner restrictions as may be appropriate.

After conveyance by CCDC, the City may transfer, convey, gift or sell any of its interest in The Grove Plaza, but only to a tax supported governmental unit. The City's use of any sale proceeds shall be limited to the design, construction or purchase of a public facility within an existing or future urban renewal area and revenue allocation area for which an urban renewal plan has been adopted by the City.

CCDC Contracts, Licenses and Maintenance Agreements:

All contracts, licenses, and agreements will expire or be terminated and/or assigned to the appropriate assignee.

Parking Garages:

CCDC owns four public parking garages in the Central District Project Area:

9th & Main

9th & Front (a portion of which lies in the River Myrtle/Old Boise project area)

Capital & Main

Capital & Front

(Collectively, the Central District Parking Garages.)

The Central District Parking Garages together with three other public parking garages owned by CCDC and located in downtown Boise constitute CCDC's parking system (the "Parking System"). The net parking revenues from the Parking System are pledged along with revenue allocation from the River Myrtle/Old Boise Project Area to service certain CCDC debt. (All Central District Project Area obligations have been satisfied). Because of the pledge of net parking revenues, CCDC will retain ownership of the Central District Parking Garages (except as described below) through at least the termination of the River Myrtle-Old Boise Project Area. The River Myrtle-Old Boise Project Area revenue allocation authority expires as of December 31, 2024, except for revenue allocation revenues received in 2025. CCDC will retain ownership of the Central District Parking Garages, under the authority provided for in Idaho Code § 50-2905(8).

CCDC has initiated the process to dispose of the Capital & Front garage, which process is contemplated to be completed by September 30, 2018. Under the applicable River Myrtle-Old Boise bond covenants, proceeds from any disposition must be deposited into the Parking Revenue Fund or into a special book account for the betterment, enlargement, extension, other improvement, and equipment of the Parking System. Thus, any disposition proceeds from the disposition of the Capital & Front garage are encumbered and not available for any other purpose.

4811-0472-7650, v. 7

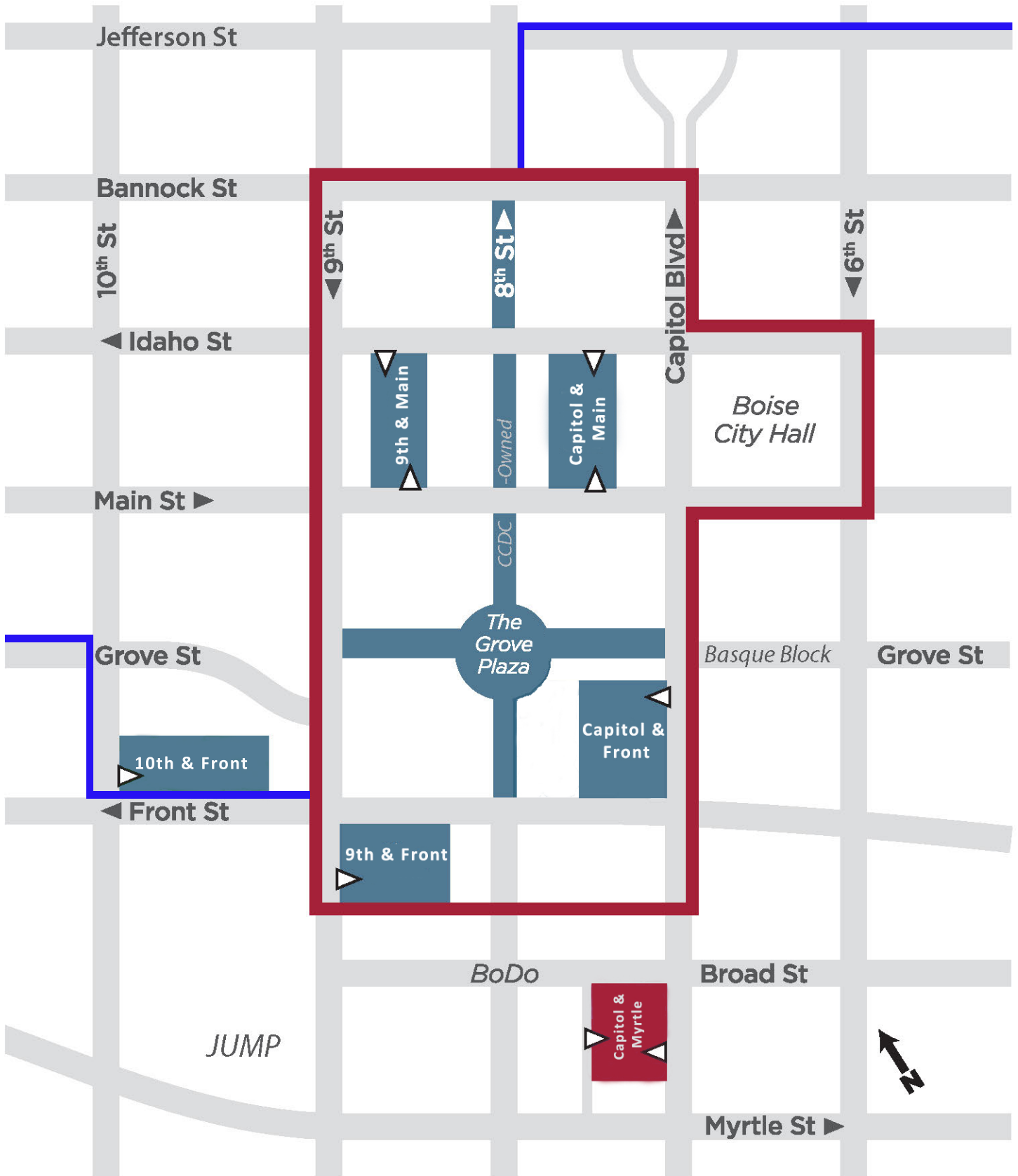
**CENTRAL DISTRICT
TERMINATION BUDGET
FY 2018**

FY 2018 Tax Increment Revenue	\$ 5,032,391
Balance of Central District Working Capital	\$ 4,933,695
Total Revenue	\$ 9,966,086

Project	Termination Budget
1 Newspaper Stand Consolidation	\$ 60,000
2 Capitol & Main Parking Garage - Painting	\$ 35,000
3 8th Street - Trash Collection	\$ 17,000
4 8th Street - Operations	\$ 17,448
5 The Grove Plaza - Operations	\$ 120,000
6 District-wide (exclude 8th St, Grove Plaza) - Repairs & Maintenance	\$ 155,000
7 District-wide (exclude 8th St, Grove Plaza) - Utilities	\$ 2,000
	<u>\$ 406,448</u>
8 City Hall Plaza Renovation	\$ 1,371,352
9 8th Street - Repair & Enhance, Bannock to Main, E&W sides	\$ 750,000
10 Capitol Blvd - Streetscape, Bannock to Front, E side	\$ 1,380,000
11 District-wide- Spot Repair & Furnishing Replacement	\$ 550,000
12 Freak Alley & Union Alley - Public Improvements	\$ 570,000
13 Union Block - Geothermal Relocation Project	\$ 210,000
	<u>\$ 4,831,352</u>
14 Main Street Station - Public Art	\$ 83,000
15 176 Capitol Blvd (Business Interiors of Idaho) - Type 1 - Awnings	\$ 150,000
16 150 8th Street (Capitol Terrace) - Type 1 Grant - Awnings	\$ 150,000
17 Union Block (Diablo & Sons) - Type 1 Grant - Awnings	\$ 150,000
18 801 Main Street (Oppenheimer Retail) - Type 1 - Awnings	\$ 150,000
19 801 W Bannock (Funky Taco) - Public Art - Mural	\$ 50,000
20 The Grove Plaza & Brick Program - Outreach	\$ 2,546
21 Capitol & Front Parking Garage - Disposition	\$ 13,750
	<u>\$ 666,296</u>
22 9th & Main Parking Garage - Secure Bike Parking Facility	\$ 45,000
23 Central District Termination	\$ 102,500
24 Central District Termination and Property Transfer	\$ 25,000
	<u>\$ 127,500</u>
25 8th & Main Building - Type 3 Reimbursement, Year 4 / 4	\$ 764,345
26 Series 2015 Bond Payment, Year 3 / 3	\$ 2,290,050
27 Program Operations	\$ 750,000
	<u>\$ 3,804,395</u>
Total Expenses	\$ 9,963,991
Balance*	\$ 2,096

* CCDC will refund the Balance to Ada County prior to Sept 30, 2018. Ada County will distribute that amount to the seven taxing districts pro rata based on FY 2018 levy rates. The seven taxing districts are: Ada County, Boise City, Boise Public Schools, Ada County Highway District, College of Western Idaho, Emergency Medical Services, Mosquito Abatement.

CENTRAL DISTRICT





AGENDA BILL

Agenda Subject: Capitol & Front Garage Disposition - RFP update and revisions		Date: June 11, 2018
Staff Contact: Laura Williams	Attachments: 1) Garage Site 2) Garage Photos 3) Revised Request for Proposals from Interested Buyers	
Action Requested: Authorize the Executive Director to revise the Capitol & Front Garage Request for Proposals and publish the revised RFP using the process as outlined.		

Background:

At the May 11 Board Meeting after extensive discussion, the CCDC Board of Commissioners asked staff to review and analyze the Request for Proposals from Interested Buyers for the Capitol & Front Garage to determine if revisions could be made to the existing RFP that would help draw responses in a future RFP effort. The board asked that staff report findings back to the Board in order to decide if a revised RFP should be issued. The original RFP was published on April 10, and no responses were submitted by the deadline of April 30.

Staff researched through inquiries with known interested respondents to find out why they ultimately decided against submitting a proposal. Staff discussed the feedback with Executive Committee and is recommending that the RFP be revised to reflect the feedback in the following ways:

- 1) Decrease the minimum bid price by \$1.5 million to \$5.3 million (approx.. \$25,600 per space)
- 2) Increase the submission timeframe by 2 weeks to allow 5 weeks for responses
- 3) Revise dates and times as necessary to reflect updated timeframe

Additional selection criteria and all other RFP information would remain the same.

Revised Tentative Timeline and Process

- June 11 – Board Review / Approve Revised RFP
- June 18 – Finalize RFP with comments from Board
- June 20 – Publish RFP on CCDC website
 - notice at least twice in local publication (June 20 and 27)
 - notify interested parties
- July 25 – Proposals Due
- August 7 – Executive Committee Review
- August 13 – Board Awards Proposal
- 90 – 120 Day Due Diligence

- December – Board Approves Purchase and Sale Agreement
- January 2019 - Closing

Garage Stats

- Formerly Boulevard Garage
- Located underground on the southeast corner of The Grove Plaza
- Completed in 1998 as part of a 1996 Development Agreement with Block 22, LLC (included CenturyLink arena and the Grove Hotel)
- 207 Spaces
- 40 triple stack
- 30 double stack (tandem)
- Accounts for 5% of ParkBOI revenue
- Any potential sale will still be subject to the restrictions already in place for operations of the garage as determined in several agreements (hotel, event, and condominium parking options).

Fiscal Notes:

There are budgeted funds for legal fees associated with the disposition of Capitol & Front Garage. CCDC intends to use the revenue from the sale to invest in a new parking facility in the River Myrtle District, most likely in the south 8th Street area.

The net parking income to the parking system will be reduced by approximately \$200,000 a year which comprises about 5% of the ParkBOI system revenue.

A bond was originally issued to pay for the acquisition of this parking garage. This bond has been paid for in full and no debt service remains; however, the garage revenue is pledged as part of the public parking system for other bond payments on other parking garages in the system. The bond covenants set out the requirements for disposition of any parking facility in the system. Because the revenue generated by this garage is not a substantial portion of the total system revenue, the disposition of this garage complies with the bond covenants. The bond covenants state that the garage must be sold for at least the appraised value.

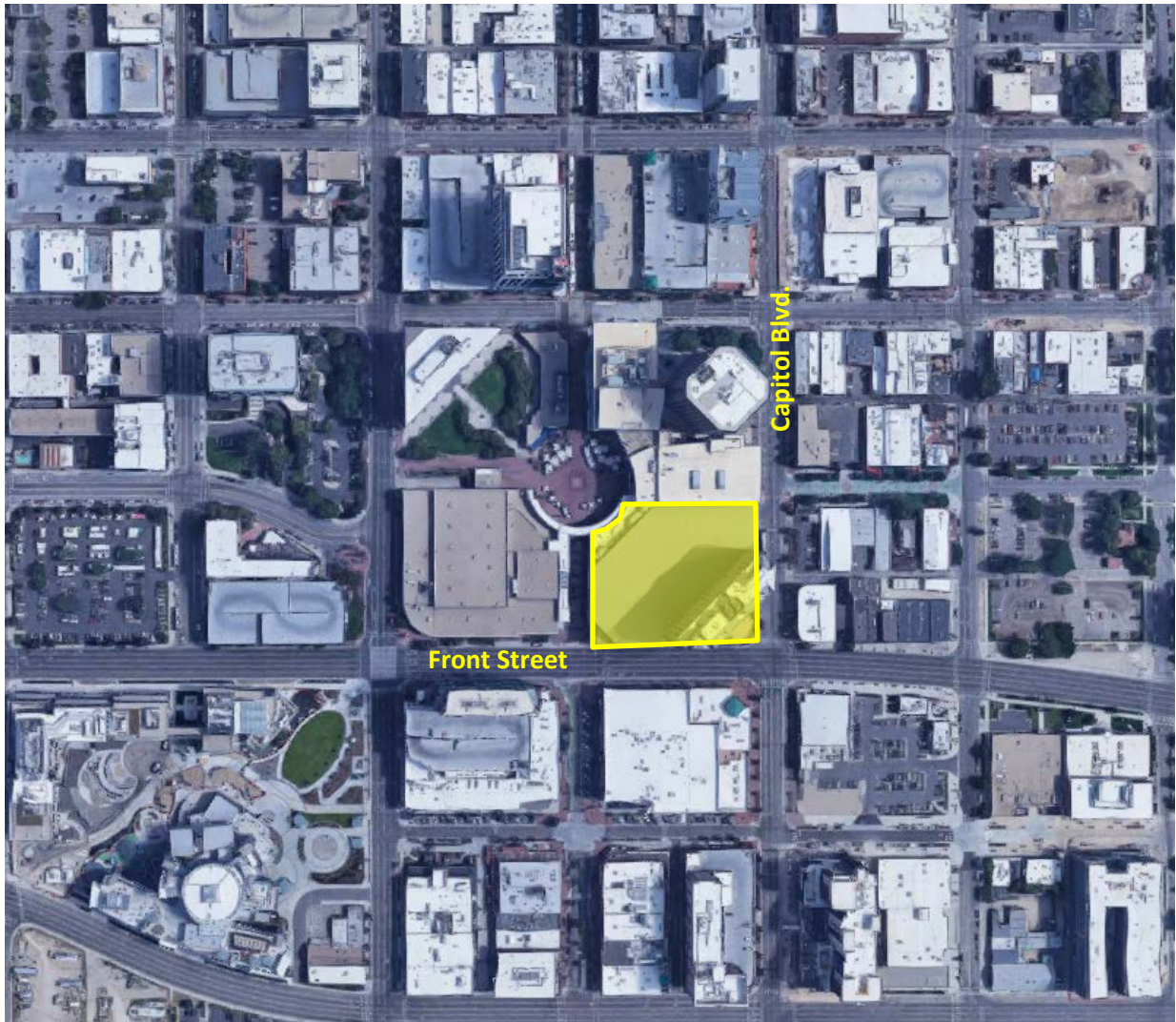
Staff Recommendation:

Authorize the Executive Director to revise the Capitol & Front Garage Request for Proposals and publish the revised RFP using the process as outlined.

Suggested Motion:

I move to authorize the Executive Director to revise the Capitol & Front Garage Request for Proposals and publish the revised RFP using the process as outlined.

Attachment 1: Garage Site



Attachment 2: Garage Photos



Subject entry off of Capitol Blvd



Street scene looking along
Front Street



Entry Ramp



Subject entry with rates



View toward former attendant booth near
entry



Central hotel elevator lobby view



Interior core parking space view



Interior view



Interior path



Interior ceiling view



Front tandem parking view



Valet tandem view

Attachment 3: Revised Request for Proposals from Interested Buyers



**REQUEST FOR
PROPOSALS FROM INTERESTED BUYERS**

**CAPITOL & FRONT PUBLIC PARKING GARAGE
(207 UNDERGROUND PARKING SPACES)
BOISE, IDAHO**

Minimum Purchase Price: \$5,300,000

DUE MONDAY JULY 25, 2018, 3:00 PM MDT

INVITATION

Capital City Development Corporation (“CCDC”) is requesting proposals from interested Buyers (“Respondents”) for the purchase of its Capitol & Front Public Parking Garage, formerly known as the Boulevard Public Parking Garage (“Garage”). The Garage is located on the west side of Capitol Boulevard between Main and Front streets in Downtown Boise, below The Grove Hotel, a 17-story mixed use building containing 250 hotel rooms below 20 residential condominiums. The Garage is a unit in the Block Twenty-Two Condominiums established in 1998. CenturyLink Arena, an approximately 6,000 seat multi-use arena and home to the Idaho Steelheads hockey team, is another condominium unit attached to The Grove Hotel building and facing The Grove Plaza. The Garage along with The Grove Hotel were completed in 1998 pursuant to a Disposition and Development Agreement between CCDC and Block 22, LLC. The deadline to submit responses to this Request for Proposals from Interested Buyers (the “Request”) is JULY 25, 2018 by 3:00 p.m. local time.

I. ABOUT CCDC

CCDC is the urban renewal agency for Boise, Idaho. In addition to overseeing four urban renewal districts, CCDC also owns and operates seven downtown public parking garages. Since 1985 CCDC has focused on creating a lively, pedestrian-oriented, mixed-use urban center in downtown that includes office, retail, restaurants, lodging, convention facilities, regional health care, and educational, cultural and entertainment opportunities.

A seven-member Board of Commissioners governs CCDC. The Boise City Mayor appoints the commissioners, subject to City Council confirmation. John Brunelle is CCDC’s Executive Director. More information about CCDC is available at www.ccdcboise.com.

II. SUMMARY AND SITE INFORMATION

- A. MINIMUM PURCHASE PRICE: FIVE MILLION THREE HUNDRED THOUSAND Dollars (\$ 5,300,000)
- B. LOCATION: 245 S. CAPITOL BOULEVARD, BOISE, ID 83702

The garage is a single condominium owned by CCDC within the Block Twenty Two Condominiums located in the heart of Downtown Boise. It is subterranean and is accessed by a single entrance ramp on the western side of Capitol Boulevard between Front and Main Streets. A portion of the Garage is below one quadrant of The Grove Plaza, adjacent to or in close proximity to various downtown amenities, including The Grove Hotel (17 stories with 250 hotel rooms and 20 residential condominiums), US Bank Plaza (19-story office), Wells Fargo Center (11 story office) and Boise Centre (which includes a recently expanded and renovated convention center) and the Basque Block. The Garage includes 207 spaces of which 70 are triple stacked or tandem. The triple stacked spaces have historically been used as valet for The Grove Hotel.

Garage operational equipment included in the sale of the garage includes Scheidt & Bachmann gate arms, computer system, and a pay on foot station. The existing equipment can also be removed if Respondent chooses not to use the system.

Address	245 S. Capitol Boulevard, Boise, ID 83702
Ownership	Capital City Development Corporation
Legal/Tax ID	Condominium Unit 4 as shown on the Condominium plat of Block Twenty Two Condominiums, according to the official plat thereof, filed in Book 75 of Plats at pages 7829 through 7841, as Instrument No. 98015003, and as defined and described in that condominium declaration for Block Twenty Two Condominiums recorded February 20, 1998, as Instrument No. 98015004, official records of Ada County, Idaho. R0998100500
Zoning and Current Use	C-5DDC, Parking Garage Subterranean with 207 public parking spaces existing.



Any sale of the Garage is subject to the terms of the ***Agreement Relating to the Operation, Maintenance, and Management of the Block 22 Public Parking Facility***, executed in 1998 (the "Parking Agreement") and the ***Parking Lease Agreement between the Agency and Block 22, LLC, and the Boulevard Two Fifty Five Condominium Association, Inc.*** (the "Parking Lease"). Copies of these documents, and other additional information will be made available on CCDC's website.

Restrictions of Use on the Capitol & Front Garage

1. Subject to the terms of the Agreement Of Operation, Maintenance, and Management of the Block 22 Public Parking Facility
 - a. A provision in this agreement requires that any sale of the Garage “include an appropriate covenant that will require the garage to be operated in compliance with the Agency’s Public Parking Management Plan.” Specifically, the overnight validation program and event parking provisions.
2. Subject to the terms of the Parking Lease Agreement between CCDC and Block 22, LLC, and Boulevard Two Fifty Five Condominiums.
 - a. Spaces made available to Hotel guests – not specified, in practice it is the 40 triple stack tandem spaces
 - b. 21 Spaces leased to Condo Owners
 - c. Storage lockers leased to Condo owners

Broker

CCDC will not be using a broker and will not be responsible for any Brokerage fees incurred by any party.

SUBMISSION PROCESS

III. Registration

Interested Respondents are required to register with CCDC no later than July 18, 2018 at 5:00 p.m. Written registrations should be submitted to Laura Williams by email to lwilliams@ccdcbosie.com and include the following information:

- Company Name
- Company Address
- Contact Person
- Phone number
- Email Address

Failure to register by submitting written notice shall waive any obligation on behalf of CCDC to provide notice of any alterations in the RFP process and/or responses to questions concerning the RFP process. A submission from a Respondent that has not registered may not be accepted. Each Respondent bears all responsibility for obtaining confirmation from CCDC that Respondent has been listed as a registered Respondent.

IV. Proposal Submission

Proposals must be received by CCDC by **3:00 p.m. local time, July 25, 2018**. The submission package must be sealed and plainly marked for delivery as follows:

Capital City Development Corporation
Attn: Laura Williams
121 N. 9th Street, Suite 501
Boise, Idaho 83702

Indicate “**CAPITOL & FRONT PARKING GARAGE RFP**” on the outside of the package.

Sign your proposal. UNSIGNED PROPOSALS WILL NOT BE ACCEPTED. Late or incomplete submissions will not be accepted. Email or fax submissions will not be accepted. DO NOT FAX OR EMAIL YOUR PROPOSAL.

Respondent assumes full responsibility for the timely delivery of its proposal package to CCDC. Respondent will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of CCDC and will not be returned.

Modification or Withdrawal of Proposal

A proposal may be modified or withdrawn by the Respondent prior to the submission deadline set forth in this RFP. After the submission deadline, the submitted proposal shall remain in effect for a minimum of 90 days for evaluation purposes.

REQUIRED CONTENT, EVALUATION, AND SELECTION

V. Required Submission Materials

The Proposal format described here is meant to allow uniform review and easy access to information by the review committee. Proposals not conforming to the requested format or not in compliance with the specifications may be considered non-responsive.

SUBMITTAL PACKAGES MUST INCLUDE:

- Submittal Cover Sheet (*attached to this RFP as Exhibit A*)
- Required Acknowledgement & Release (*attached to this RFP as Exhibit B*)
- ONE (1) signed original proposal
- ONE (1) flash drive or ONE (1) compact disk with a digital (PDF) version of the entire proposal.

PAGE LIMIT: Not including the Submittal Cover Sheet and the Required Acknowledgement & Release, proposals shall not exceed 10 pages. Double-sided printing is acceptable.

Submittal Format

Proposals must include the following information in the sequence set forth below.

- 1. Submittal Cover Sheet (Exhibit A)**
- 2. Required Acknowledgement & Release (Exhibit B)**
- 3. Detailed Proposal – organized as outlined with all the following information:**

1. General information. Provide a detailed response, in the order listed, to the following.
 - a. Describe how your proposal for Garage use will impact the current users of the Garage?
 - b. Describe how your proposal for Garage use will help advance economic vitality in downtown Boise?
 - c. Include an overview of your proposed Parking Management Plan describing operations, pricing, and how the proposal will take into account the parking needs of adjacent public and private development and the existing lease arrangements with The Grove Hotel.
 - d. Describe your experience with and understanding of the downtown Boise business community and experience working with the public and private sectors in Boise.
 - e. Describe your experience in operating or owning a parking structure and demonstrated ability to do so in a safe and secure manner.
2. Proposed Financial Terms. Prepare and include the following information:
 - a. Purchase Price (in numbers)
 - b. Purchase Price (in words)
Must meet or exceed the Minimum Price (as defined in Section II above).
 - c. Initial Deposit Money aka Earnest Money (in numbers)
 - d. Initial Deposit Money aka Earnest Money (in words)

If Respondent is awarded the proposal the earnest money shall be deposited within 5 business days of CCDC Board Approval and will go towards purchase price. The initial deposit is refundable, should a final sale be terminated.
 - e. Describe Respondent's financial capacity and ability to finance with investors and/or lenders. Include documentation of Respondent's financial capacity and/or any commitment letter from lenders as indications of proof of financial capability. Please submit these as separate documents, they will not be included in the 10 page maximum.
3. Other Terms. Include the following information in proposal:
 - a. Proposed timeline for taking occupancy of the Garage.

- b. If earliest proposed closing date is not prior to January 1, 2019, provide an explanation as to why closing could not occur prior to January 1, 2018.
 - c. Requested Title Company and Officer
- 4. References.

Provide three (3) references that can speak to Respondent's abilities and competence in relation to parking garage operations, business acumen and commitment to downtown Boise.

Include Names, company, addresses, phone numbers, email addresses, and brief description.

VI. SELECTION PROCESS

CCDC shall conduct a three-step process for evaluation and selection the proposal that best meets the priorities of this RFP. CCDC's final decision concerning selection of the best proposal will be based on a collective assessment of the proposal in light of the criteria contain in this RFP and shall be in CCDC's unfettered discretion.

Step 1. Request for Proposals

The Request for Proposal will be publically noticed in the *Idaho Statesman* newspaper and posted on the CCDC website. Proposals must be received by **Wednesday, July 25, 2018 by 3:00 pm**, local time.

Proposals will not be accepted after the Submission Deadline.

Step 2. Evaluation and Award of Proposals

A subcommittee will meet and review the proposals. Proposals will be considered by CCDC Board of Commissioners at a scheduled board meeting. Respondents will be notified of the meeting date and time and may have an opportunity to make a brief presentation to the CCDC Board.

CCDC will evaluate the proposals using the following criteria:

- a. How the proposed use of the Garage impact the current uses of the Garage;
- b. How the proposed use will help advance economic vitality in the downtown Boise area;
- c. The Respondent's Parking Management Plan including how well the proposed use takes into account the parking needs of adjacent public and private development and the existing lease arrangements with The Grove Hotel;
- d. The Respondent's experience with and understanding of the downtown Boise business community and experience working with the public and private sectors in Boise;

- e. The Respondent's experience in operating or owning a parking structure and demonstrated ability to do so in a safe and secure manner;
- f. The Respondent's willingness to purchase the Garage for an amount that meets or exceeds the stated minimum purchase price;
- g. The Respondent's ability to purchase in terms of financial capacity (with or without investors or lenders); and
- h. Respondent's ability to close in a timely manner.

Step 3. Purchase and Sale Agreement

Upon selection and approval of a proposal by the CCDC Board, staff will negotiate a Purchase and Sale Agreement (PSA) with the Respondent to be approved by the CCDC Board of Commissioners. A sample Purchase and Sale Agreement is provided in reference documentation to this RFP.

Any due diligence Respondent deems necessary, must be completed by the Respondent within 60 days of the award. Any surveys, reports, or studies done during due diligence will be the responsibility of the Respondent to obtain and pay for, CCDC will supply necessary site use approvals.

VII. REQUEST CONTACT INFORMATION

Respondents may contact the Project Manager, Laura Williams, about this Request for Proposals at lwilliams@ccdcb Boise.com no later than July 20, 2018 at 5:00 PM.

All questions submitted to CCDC will be shared with responses on the CCDC website. It is the Respondent's responsibility to check the website for updated question and answer information. Questions and responses of any one Respondent, which CCDC deems may affect or cause an ambiguity in proposal responses, will be made available to all Respondent's by addendum. Addenda will be made available by way of the CCDC website: www.ccdcb Boise.com. It is the Respondent's responsibility to check for addenda prior to submitting a submission package. Respondents are requested to acknowledge all addenda in the space provided on the Submittal Cover Sheet. No addenda will be issued fewer than four (4) business days before the submission deadline unless the deadline is extended.

VIII. PUBLIC NATURE OF SUBMISSIONS

CCDC is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Idaho Code § 74-101 through §74-126. The Public Records Act contains certain exemptions – including an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique, or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in a proposal are not trade secrets.

If any Respondent claims any part of a proposal is exempt from disclosure under the Idaho Public Records Act, the Respondent must: 1.) Indicate by marking the pertinent document "CONFIDENTIAL"; and, 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire proposal as "Confidential" is not in accordance with Idaho Public Records Act and will not be honored.

CCDC, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. By claiming material to be exempt from disclosure under the Idaho Public Records Act, Respondent expressly agrees to defend, indemnify, and hold CCDC harmless from any claim or suit arising from CCDC's refusal to disclose such materials pursuant to the Respondent's designation. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel prior to submission.

IX. CCDC DISCRETION AND AUTHORITY, DISCLAIMERS

CCDC may terminate this RFP process at any time for any reason with no requirement to disclose its reasoning.

CCDC also reserves the right to reject any proposal at any time, or to terminate any negotiations initiated subsequent to this RFP being issued.

CCDC may change any part of this RFP process at any time for any reason.

CCDC may accept such proposals as it deems to be in the public interest and furtherance of the purposes of the Idaho Urban Renewal Law, the River Myrtle-Old Boise Urban Renewal Plan. CCDC may also reject any or all proposals and proceed with additional selection processes or none at all. The CCDC Board of Commissioners will determine the proposal that best meets the priorities set forth in this Request for Proposal based on the information submitted in the responses and any follow up presentations.

CCDC retains the discretion to consider the Proposals and select the Proposal that will best serve the city of Boise, as determined by CCDC.

The issuance of this Request for Proposals and the receipt and evaluation of proposals does not obligate CDCC to select a proposal and/or enter into any agreement. A proposal submitted in response to this RFP does not constitute business terms under any eventual agreement. CCDC will not pay any costs incurred in responding to this RFP.

X. EXHIBITS

- A. Submittal Cover Sheet (Required)
- B. Acknowledgment & Release (Required)

XI. ADDITIONAL INFORMATION / REFERENCE DOCUMENTATION AVAILABLE ON WEBSITE OR BY REQUEST

1. Site Map
2. Condominium Declarations
3. Existing Leases/ Agreements known to CCDC
4. CCDC Parking Management Plan
5. Value Consulting Letter
6. DRAFT Purchase and Sale Agreement
7. Revenue and Expenses Financial Information
8. Preliminary Research Report (Preliminary Title Report)
9. Contact information for Block Twenty-Two Condominiums

These documents can be accessed on the CCDC website at this link:

<http://www.ccdcboise.com/development/rfps/capitol-front-garage/>

EXHIBIT A

**SUBMITTAL COVER SHEET
FOR RFP: CAPITOL & FRONT PARKING GARAGE
(REQUIRED FOR SUBMISSION)**

TO: Capital City Development Corporation
Attn: Laura Williams, Project Manager
121 N. 9th Street, Suite 501
Boise, Idaho 83702

Company Name: _____

Contact Person: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

The following Addenda have been received:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

AUTHORIZED SIGNATURE: X _____

Print Name / Title: _____

Date: _____

END OF EXHIBIT A

EXHIBIT B

ACKNOWLEDGEMENT AND RELEASE FOR RFP: CAPITOL & FRONT PARKING GARAGE (REQUIRED FOR SUBMISSION)

The undersigned ("Respondent"), on behalf of Respondent and all participants and parties included or subsequently added in/to Respondent's team, has read this Acknowledgment and Release and fully accepts the Capital City Development Corporation's ("CCDC") discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC's decision to proceed with a selection process by issuing the Request for Proposals from Interested Buyers for the sale of the Capitol & Front Public Parking Garage (the "Request"). Capitalized terms not defined herein shall have the meaning ascribed in the Request.

Respondent accepts and agrees to the terms and conditions as described or as may be modified as well as the following:

1. CCDC reserves the right in its sole discretion and judgment, for whatever reasons it deems appropriate and at any time:
 - a. To suspend or modify any part of the selection process or terminate the Request at any time for any reason with no financial or other obligation to Respondent.
 - b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to the Request and to ascertain the depth of Respondent's capability and desire to purchase the Capitol & Front Public Parking Garage;
 - c. Waive any formalities or defects as to form, procedure, or content with respect to its Request and any proposal by any respondent;
 - d. Accept or reject any proposal or part thereof received in response to the Request, including any statement submitted by the undersigned, or select any one proposal over another;
 - e. Accept or reject all or any part of any materials, plans, proposals or statements included in a proposal, including, but not limited to, the nature and type of proposal.
2. CCDC is governed by Idaho Code as provided by Title 50, Chapter 20, and Title 50, Chapter 29 and other state and federal regulations that may apply, and Respondent acknowledges that the Request selection process and any assistance in the sale of the Capitol & Front Public Parking Garage from CCDC must conform to all applicable laws, rules and regulations.
3. CCDC may, in its discretion, conduct public hearings during the Request selection process that would require disclosure of the Respondent's proposal and related details to the public and the media.
4. CCDC may accept or reject any proposal or statement and/or information received in response to the Request, including any proposal, statement, or information submitted by the undersigned, or select one Respondent over another.

5. Respondent understands that by responding to the Request, its proposal may be subject to review and comment by CCDC staff and consultants.
6. Respondent agrees to waive any formalities or defects as to form, procedure, or content with respect to the Request and any responses by any respondent thereto.
7. Respondent consents to the acquisition of information by CCDC in conjunction with this Request, and waives all claims, and releases CCDC from any liability in the acquisition of this information and use of this information.
8. Respondent agrees that CCDC staff, officers or commissioners shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decisions made at the discretion of CCDC with respect to the Request.
9. Non-Liability of CCDC. Respondent agrees that CCDC shall not have any liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above. Respondent hereby waives any claims against CCDC arising out of the selection of the Respondent to purchase the Capitol & Front Public Parking Garage or decision to not select any Respondent and to terminate this RFP process.
10. Respondent, including all of its team members, have carefully and thoroughly reviewed the Request and have found the Request and all attachments thereto to be complete and free from ambiguities and sufficient for their intended purpose.
11. Respondent participates in the Request process at its own risk.

Company Name: _____

AUTHORIZED SIGNATURE: X _____

Print Name / Title: _____

Date: _____

End of Exhibit B



AGENDA BILL

Agenda Subject: Awarding Contract – 10 th & Front Garage Concrete Repairs		Date: June 11, 2018
Staff Contact: Kathy Wanner, Contracts Specialist	Attachments: A. Resolution No. 1551 B. Bid Results C. Bid Received from Guho Corp.	
Action Requested: Adopt Resolution No. 1551 awarding the contract for the 10 th & Front Garage Concrete Repairs Project to Guho Corp.		

Background:

The 10th & Front Garage Concrete Repairs Project (“Project”) consists of repairing locations of spalling concrete and crack routing and sealing of concrete on all levels of the garage, including full depth repair, removing precast panels for access, shoring the existing decks, and installing new guardrails in some locations. In addition to concrete deck repair, both stair tower roofs need repairing which may include roof deck replacement, roofing replacement, and waterproofing.

In advance of inviting bids for this Project, the Agency conducted a pre-qualification process for public works contractors in accordance with Idaho Code § 67-2805(2)(b). On April 9, 2018, the Agency Board adopted Resolution No. 1539 prequalifying Guho Corp., McAlvain Construction, Inc., and Structural Group, Inc., as eligible to submit competitive bids for the Project.

The Agency issued a Project Manual with Invitation to Bid on May 9, 2018, which invited sealed bids from the three (3) prequalified companies.

2 bids were received by the May 30 deadline:

Company	Total Bid Amount (Base Bid + Bid Alt.)
Guho Corp.	\$397,087.97
McAlvain Construction, Inc.	<i>Did not bid.</i>
Structural Group, Inc.	\$647,800.00

Each bid was submitted in a timely manner and met all required submission criteria; each bidder has appropriate and valid public works contractor licenses.

Fiscal Notes:

The Project was separated into two components: a Base Bid for the concrete repairs and a Bid Alternate for the stair tower roof repairs and elevator shaft roof repairs. The bid amounts shown above are the sum of the two components. The Agency's FY2018 budget includes sufficient funding to proceed with Guho Corp. performing the work for both the Base Bid and Bid Alternate elements. Resolution No. 1551 includes a provision for a 20% contingency, also within budget, to account for the uncertain nature of these concrete repairs.

Staff Recommendation:

Staff recommends that the Agency Board adopt Resolution No. 1551 recognizing Guho Corp. as the lowest responsive bidder for the Project and award the 10th & Front Garage Concrete Repairs Project to Guho Corp. for a total Base Bid + Bid Alt. amount of \$397,087.97, and authorizing the Executive Director to negotiate and execute the contract and to expend funds as set forth in the resolution.

Suggested Motion:

I move to adopt Resolution No. 1551 recognizing Guho Corp. as the lowest responsive bidder, awarding the 10th & Front Garage Concrete Repairs Project contract to Guho Corp. for the total Base Bid plus Bid Alternate amount of \$397,087.97, and authorizing the Executive Director to negotiate and execute the contract and to expend funds as set forth in the resolution.

ATTACHMENT A

RESOLUTION NO. 1551

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, FINDING GUHO CORP. SUBMITTED THE LOWEST RESPONSIVE BID FOR THE 10TH & FRONT GARAGE CONCRETE REPAIRS PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT BETWEEN THE AGENCY AND GUHO CORP. TO UNDERTAKE AND COMPLETE THE 10TH & FRONT GARAGE CONCRETE REPAIRS PROJECT; 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, a duly created and functioning urban renewal agency for Boise City, Idaho (the "Agency"), 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, for the purpose of financing the undertaking of any urban renewal project (collectively the "Act"); and,

WHEREAS, Idaho Code § 67-2805(2)(b) provides for a two-stage process for procurement of public works construction, which includes:

- Stage 1: Allows public agencies to establish preliminary supplemental qualifications for purposes of prequalifying licensed public works contractors prior to a competitive bidding process, and
- Stage 2: Invites competitive bids only from licensed public works contractors that have been prequalified at Stage 1; and,

WHEREAS, Idaho Code § 67-2805(2)(b) allows a political jurisdiction to examine a public works contractor's qualifications related to: demonstrated technical competence; experience constructing similar facilities; prior experience with the political subdivision; availability of resources, equipment, and personnel; and overall performance history; and,

WHEREAS, the Agency issued a Request for Qualifications from licensed public works contractors for the 10th & Front Garage Concrete Repairs Project (the "Project") on March 1, 2018, and published notice of the RFQ in the *Idaho Statesman* newspaper on March 1 and March 8, 2018; and,

WHEREAS, the following seven (7) construction companies provided their Statement of Qualifications and Required Waiver & Release Forms by the March 15, 2018, deadline: Consurco, Inc., ESI-Engineered Structures, Inc., Guho Corp., McAlvain Construction, Inc., Structural Preservation Systems, Inc., Watson Associates, and Western Specialty Contractors; and,

WHEREAS, the Board adopted Resolution No. 1539 on April 9, 2018, prequalifying Guho Corp., McAlvain Construction, Inc., and Structural Preservation Systems, Inc., as the only three (3) companies eligible to submit competitive bids for the Project; and,

WHEREAS, the Agency issued a Project Manual with Invitation to Bid for the Project on May 9, 2018, which invited sealed bids from the three (3) prequalified companies; and,

WHEREAS, since the Invitation to Bid was preceded by a prequalification process, no public notice was required or published regarding this Invitation to Bid; and,

WHEREAS, the Agency received two (2) sealed bids in accordance with Idaho Code § 67-2805(2)(b) by the due date and time of 3:00 p.m. on May 30, 2018; and,

WHEREAS, Guho Corp. submitted the lowest responsive bid; and,

WHEREAS, Agency staff is recommending to the Board that the contract award for the 10th & Front Garage Concrete Repairs Project be made to Guho Corp. as the lowest responsive bidder, in accordance with Idaho Code § 67-2805(2)(b).

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

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

Section 2: That the Board hereby finds that on May 30, 2018, Guho Corp. submitted the lowest responsive bid for the 10th & Front Garage Concrete Repairs Project.

Section 3: That the Executive Director of the Agency is hereby authorized to negotiate and execute a public works construction agreement with Guho Corp. for the total bid amount (Base Bid plus Bid Alternate) of THREE HUNDRED NINETY-SEVEN THOUSAND EIGHTY-SEVEN AND 97/100 DOLLARS (\$397,087.97), plus allowing up to 20% of this amount to address unforeseen circumstances if determined necessary in his best judgement.

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 June 11, 2018. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on June 11, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY:

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
David H. Bieter, Secretary

BID FORM**PROJECT: 10th and FRONT GARAGE CONCRETE REPAIRS PROJECT****THIS BID IS SUBMITTED TO:**

Capital City Development Corporation
Attn: 10th & Front Garage Concrete Repairs Project
121 N. 9th Street, Suite 501
Boise, Idaho 83702

- 1.01 The undersigned Bidder proposes and agrees to enter into a Contract with CCDC in the form included in the Project Manual to perform all the Work as specified or indicated in the Project Manual for the prices indicated in this Bid and in accordance with the other terms and conditions of the Project Manual.
- 1.02 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for thirty (30) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CCDC.
- 1.03 Within thirty (30) days from receiving a written notice of acceptance of this Bid, Bidder shall execute the Contract and shall deliver evidence of required insurance coverages and bonds in the amounts required by the Contract.
- 1.04 In submitting this Bid, Bidder represents, as set forth in the Contract and Project Manual, that:

- a. Bidder has examined and understands the Project Manual and the following Addenda:

Addendum No.

1

Addendum Date

5/23/18

- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Bidder has carefully studied: 1.) all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Project Manual; and 2.) all reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Project Manual.
- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Project Manual to be employed by Bidder, and safety precautions and programs incident thereto.
- f. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Project Manual.

- g. Bidder is aware of the general nature of work to be performed by CCDC and others at the Site that relates to the Work as indicated in the Project Manual.
 - h. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Project Manual, and all additional examinations, investigations, explorations, tests, studies, and data with the Project Manual.
 - i. Bidder has given CCDC written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Project Manual, and the written resolution thereof by CCDC is acceptable to Bidder.
 - j. The Project Manual is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 - k. Bidder is responsible for ascertaining the existence of any addenda and the contents thereto.
- 1.5 Bidder represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CCDC.
- 1.6 Bidder will complete the Work in accordance with the Bid Schedule subject to changes as provided in the Contract Documents for the sum given, which includes all labor, materials, equipment, taxes, overhead and profit and incidentals per the Contract Documents. Bidder acknowledges that estimated quantities are not guaranteed and final payment for all Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.
- Bidder acknowledges that the quantities specified herein for the repairs are approximate and that actual quantities in the field may increase or decrease from the quantities estimated. Bidder hereby agrees to perform all quantities of Work as either increased or decreased, as required by the Project Engineer and in accordance with the provisions of the Contract Documents. The final payment to the Bidder shall be based on the Total Base Bid Amount and the actual quantities completed (for items that are not lump sum).
- 1.7 In determining the amount proposed by each Bidder, CCDC shall disregard the mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the bid. When an item price is required to be set forth in the bid and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times CCDC's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of CCDC, such a procedure would be inconsistent with the policy of the bid procedure. The total paid for each such item of work shall be based upon the item price and not the total price.
- Should the bid contain only a total price for the item and the item price is omitted, CCDC shall determine the item price by estimated quantities of work to be performed as items of work.
- If the bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the bid shall be non-responsive.
- 1.8 Bidder agrees that the Work will be substantially completed and fully completed ready for final payment in accordance with General Conditions on or before the dates or within the number of calendar days indicated in the Contract Documents. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work within the times specified.
- 1.9 Bidder agrees to comply with Idaho Code § 44-1001 through 44-1006 regarding employment of Idaho residents.
- 1.10 The following documents are attached to and made a condition of this Bid: 1.) Required Bid security; and 2.) Contractor's Affidavit Concerning Taxes.
- Bidder agrees to include with the Bid the names and addresses and Idaho Public Works Contractor License numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract.
- 1.11 WAIVER & RELEASE: Bidder has read and fully accepts CCDC's discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC's decision to proceed with a selection process in response to

the Invitation to Bid, including the right in its sole discretion and judgment for whatever reason it deems appropriate, at any time unless contrary to applicable state law, to:

- a. Modify or suspend any and all aspects of the process seeking a contractor to construct Project.
- b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to CCDC's Bid Invitation (any such person, entity, or group responding is, for convenience, hereinafter referred to as "Bidder"), and to ascertain the depth of Bidder's capability and experience for construction of Project and in any and all other respects to meet with and consult with any Bidder or any other person, entity, or group.
- c. Waive any formalities or defects as to form, procedure, or content with respect to its Bid Invitation and any responses by any Bidder thereto.
- d. Accept or reject any sealed Bid received in response to the Bid Invitation, including any sealed Bid submitted by the undersigned; or select any one submission over another.
- e. Accept or reject all or any part of any materials, plans, drawings, implementation programs, schedules, phrasings and proposals or statements, including, but not limited to, the nature and type of Bid.

Bidder agrees that CCDC shall have no liability whatsoever, of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.

SUBCONTRACTORS

Pursuant to Idaho Code § 67-2310, commonly known as the naming law, the names and addresses of subcontractors to whom work will be awarded, subject to approval of CCDC and Architect, are as listed below. If such work is not required, Bidder will indicate "Not Applicable" in the list below. In the event that the general (Trade) contractor intends to self-perform the plumbing, HVAC, or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work. The general (Trade) contractor shall demonstrate compliance with this requirement by listing the valid contractor's license number for the plumbing, HVAC, or electrical work to be self-performed by the general contractor on the bid form.

Failure to name subcontractors as required by Idaho Code shall render any bid submitted unresponsive and void.

Plumbing

Address:

Public Works License No.

Idaho Plumbing Contractors License No.

Buss Mechanical
4471 Henry St
Boise, ID 83709
PWC-C-14908
PLB-C-10803

Heating & Air Conditioning

Address:

Public Works License No.

Idaho HVAC Contractors License No.

Buss Mechanical
4471 Henry St
Boise, ID 83709
PWC-C-14908
HVC-C-47

Electrical

Address:

Public Works License No.

Idaho Electrical Contractors License No.

Quality Electric
5272 W Irving
Boise, ID
PWC-C-10145
ELE-C-10806

BID SCHEDULE (Base Bid)

All Work required to construct the Project, complete, based on the Estimated Quantities given below, for the Contract Sum listed below and identified as the Total Base Bid Amount.

CF = Cubic Foot, LF = Lineal Foot, EA = Each, LS = Lump Sum

BID SCHEDULE – 10 th & Front Garage Concrete Repairs Project					
ITEM	DESCRIPTION	ESTIMATED QNTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	TYPE 1 – Typical Removal of Damaged Top of Concrete Slab	19	CF	121 ⁷¹	2,312 ⁴¹
2	TYPE 2 – Typical Repair of Top of Concrete Slab	19	CF	218 ⁴⁶	4,150 ⁷³
3	TYPE 3 – Typical Removal of Damaged Overhead Concrete Slab	68	CF	276 ³⁹	18,794 ⁴⁵
4	TYPE 4 – Typical Repair of Overhead Concrete Slab	68	CF	268 ⁵³	18,259 ⁸⁹
5	TYPE 5 – Overhead Damaged Concrete Removal Near Elevators per Detail 2/S3.0	23	CF	358 ³⁰	8,241 ⁰¹
6	TYPE 6 – Overhead Concrete Repair Near Elevators per Detail 2/S3.0	23	CF	566 ⁰³	13,018 ⁷⁸
7	TYPE 7 – Top of Damaged Concrete Removal Above Beams	344	CF	73 ⁹⁴	25,436 ⁵⁴
8	TYPE 8 – Top of Concrete Repair Above Beams	344	CF	174 ¹⁹	59,921 ³⁹
9	TYPE 9 – Preparation & Replacement of Reinforcement	1315	LF	175	2,300 ⁹⁰
10	TYPE 10 – Anode Placement	808	EA	35 ⁵⁵	28,722 ⁹¹
11	TYPE 11 – Repair of Damaged Ends of Prestressed Beams	2	EA	4,450 ⁶⁶	8,901 ¹⁹
12	TYPE 12 – Repair of the Edge of Concrete Stair Landings	4	EA	4,085 ⁵⁵	16,342 ¹⁹
13	TYPE 13 – Existing Precast Panel Removal	4	EA	3,818 ²⁸	15,273 ¹⁰
14	TYPE 14 – Installation of New Vehicle Barrier	4	EA	6,024 ³⁹	24,097 ⁵⁶
15	TYPE 15 – Installation of New Wide Flange Beams	3	EA	6,001 ⁴⁰	18,004 ²¹
16	TYPE 16 – PT Tendon Repair	1	LS	12,537 ⁷⁶	12,537 ⁷⁶
17	Project Mobilization	1	LS	88,961 ⁸⁹	88,961 ⁸⁹
TOTAL BASE BID AMOUNT					365,276 ⁸⁴

Bidder agrees to perform all the work described in the Project Manual for the Total Base Bid Amount of:

Three hundred sixty five thousand two hundred seventy six ⁸⁴/₁₀₀

(\$ 365,276⁸⁴) Dollars, lawful money of the United States.

[Amounts shall be shown in both words and figures; in event of discrepancy, the amount in words shall govern.]

Bid shall be awarded on the Base Bid Total.

BID ADD ALTERNATE – ROOF DEMOLITION AND REPAIR

All Work described in the Contract Documents and as shown on Plan Sheet D2.00 Detail 1, Plan Sheet A2.90 and Specification Section 01 23 00 - ALTERNATES

BID ADD ALTERNATE – ROOF DEMOLITION AND REPAIR					
ITEM	DESCRIPTION	QNTY	UNIT	PRICE	EXTENDED PRICE
1	TYPE AS-1 – Roofing Demo and Repair at Stair Towers	2	EA	8,776 ⁴³	17,552 ⁸⁵
2	TYPE AS-2 – Roofing Demo and Repair at Elevator Tower	1	LS	10,030 ²¹	10,030 ²¹
3	Project Mobilization	1	LS	4,228 ⁹⁷	4,228 ⁹⁷
TOTAL ADD ALTERNATE BID AMOUNT					\$ 31,811.13

Bidder agrees to perform all the work described in the Project Manual for the Bid Add Alternate for the Amount of:

thirty one thousand eight hundred and eleven ¹³/₁₀₀

(\$ 31,811.13) Dollars, lawful money of the United States.

[Amounts shall be shown in both words and figures; in event of discrepancy, the amount in words shall govern.]

BID FORM SIGNATURE

SUBMITTED on MAY 30, 2018.

X [Signature]
SIGNATURE

ANTHONY GUHO, VICE PRESIDENT
Print Name and Title

GUHO CORP
Contractor / Company

391 W. STATE ST., SUITE G
Address

EDGELE, IDAHO 83114
City, State, Zip

PWC-C-12569-V-1-23-5
Idaho Public Works Contractor License No.

7/31/2018
License Expiration Date

82-0464536
Federal Tax ID #

ANTHONY@GUHOCORP.COM
E-mail Address

(208) 939-8950
Phone No.

(208) 939-8928
Fax No.



ATTENTION: Did you remember your Bid Security and Contractor's Affidavit Concerning Taxes?

Bid Security in the form of a bid bond, certified check, cashier's check, or cash in an amount not less than five percent (5%) of the total amount of the bid is **REQUIRED**.

Affidavit Concerning Taxes is also **REQUIRED**.

IF THESE ARE NOT INCLUDED, YOUR BID WILL BE CONSIDERED NON-RESPONSIVE.

END OF SECTION 00 41 13

SECTION 00 45 46 CONTRACTOR'S AFFIDAVIT CONCERNING TAXES
EXECUTE AND SUBMIT WITH BID

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF IDAHO


COUNTY OF ADA

Pursuant to Chapter 15, Title 63, Idaho Code, I the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to the State of Idaho and its taxing units, for which I or my property is liable, then due or delinquent, have been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho.

GVHO CORP
Contractor / Company

391 W. STATE ST. SUITE G
Address

EDGE, IDAHO 83616
City, State, Zip

X [Signature]
Authorized Representative Signature
ANTHONY GVHO, INC. PRESIDENT
Print Name and Title


Subscribed and sworn to before me this 30th day of May, 2018.


Melissa D. Owen
Notary Public
Residing at: Edge, ID
Commission Expires: 7/24/21

END OF SECTION 00 45 46

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Guho Corp.
391 W. State St. Ste. G
Eagle, ID. 83616

as Principal, hereinafter called the Principal, and
Western Surety Company
P.O Box 5077
Sioux Falls, SD 57117-5077



a corporation duly organized under the laws of the State of South Dakota
as Surety, hereinafter called the Surety, are held and firmly bound unto
Capital City Development Corporation
121 N 9th St. Ste. 501
Boise, ID. 83702

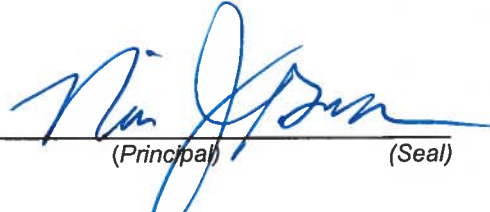
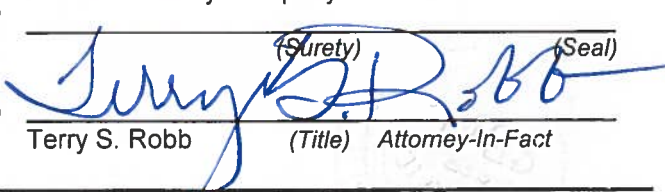
as Obligee, hereinafter called the Obligee, in the sum of ***5% of the total amount of the bid attached hereto******* Dollars (\$*****),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bond for
10th & Front Garage Concrete Repairs Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of May 2018


Ami Laidlaw (Witness)


{ Guho Corp. 
(Principal) (Seal)
Nick J. Guho (Title) President
Western Surety Company
{ 
(Surety) (Seal)
Terry S. Robb (Title) Attorney-In-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

William F Post, Mary Jaquier, Terry S Robb, Individually

of Boise, ID, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of November, 2017.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of November, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30 day of May, 2018.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



AGENDA BILL

Agenda Subject: Resolution #1553 Central District CMGC Contract Amendment, GMP #3		Date: June 11, 2018
Staff Contact: Doug Woodruff	Attachments: 1. Resolution #1553 which includes 3 rd Amendment to CM/GC Contract with Guho Corp.	
Action Requested: Adopt Resolution No. 1553 authorizing the amendment of the Central District CMGC contract.		

Background:

On February 12, 2018, the Agency Board approved Amendment No. 1 to the Central District Improvements Construction Manager / General Contractor (CM/GC) contract with Guho Corp. to make improvements to 8th Street. Construction of the 8th Street improvements began on February 26, 2018, and are slated to be complete by June 15.

In March 2018, the Agency Board approved Amendment No. 2 to make improvements to Freak Alley and Union Block Alley. Construction progress is on schedule to be complete by July 15.

This Amendment No. 3 to the CM/GC contract sets a third Guaranteed Maximum Price (GMP #3) and authorizes Guho Corp. to proceed with construction of Capitol Boulevard streetscape improvement and protected bike lane improvements.

Later this summer, likely at the August Board meeting, CCDC and Guho Corp. will need to execute one final contract amendment to authorize construction of Union Block geothermal improvements and miscellaneous district-wide streetscape repairs, thereby finalizing all components of the Central District Public Improvements Project.

The CM/GC construction delivery method contemplates that the construction agreement must be amended from time to time as the construction project moves forward so that the parties can best address construction complexities and pertinent financial details – such as procurement of long lead-time materials and the award of subcontracts. Here, the CM/GC contract with Guho Corp. allows us to amend the contract to establish a third GMP to proceed with new elements of the project which have been approved and bid.

Guho Corp. has competitively bid the various subcontractor packages included in this Amendment No. 3 and is required by state law to award the contracts to the lowest responsive bidders. Representatives from CCDC have been present for bid openings. Upon approval of Resolution #1553, Guho will begin awarding subcontracts and mobilizing for construction of the Capitol Boulevard streetscape and protected bike lane improvements.

Fiscal Notes:

Amendment No. 3 to the CM/GC contract with Guho Corp. approves the **guaranteed maximum price amount of \$1,011,588** for construction services to complete Capitol Boulevard streetscape and protected bike lane improvements.

This Amendment does not include costs for construction of improvements on 8th Street, Freak Alley, Union Block Alley, planned Union Block geothermal improvements, nor miscellaneous repairs throughout the district. CCDC and Guho Corp. anticipate a fourth amendment in the coming months to approve construction costs for the remaining phases of the Central District Public Improvements Project.

Guho Corp. Contract Summary		
	<u>Estimate</u>	<u>Approved</u>
Pre-construction Services		\$ 80,060
Amendment GMP No. 1 – 8 th Street & long lead-time items		\$ 762,238
Amendment GMP No. 2 – Freak & Union Alleys		\$ 561,020
TODAY: Amendment GMP No. 3 – Capitol Blvd		\$ 1,011,588
<u>Amendment GMP No. 4 – Geothermal, Misc. Repairs</u>	<u>\$ 386,839</u>	
Estimated Subtotal:	\$ 386,839	
Amended Construction Contract Amount:		\$2,334,846
Estimated Final Contract Amount:	\$ 2,721,685	

** Approved upon today's adoption of Resolution #1553, this agenda bill's recommendation.*

The Estimated Final Contract Amount is within the approved FY2018 agency budget.

In order to address any unforeseen circumstances that can arise during construction, Resolution #1553 authorizes the Executive Director to amend the GMP amount up to 5%, if determined necessary in his best judgment.

Staff Recommendation:

Staff recommends the Board find it in the best interest of CCDC and the public to adopt Resolution #1553 approving Amendment No. 3 to the CM/GC contract with Guho Corp. for Capitol Boulevard streetscape and protected bike lane improvements.

Suggested Motion:

I move to adopt Resolution #1553 authorizing the amendment of the Central District CMGC Agreement with Guho Corporation.

RESOLUTION NO. 1553

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AMENDMENT NO. 3 TO THE CONSTRUCTION MANAGER / GENERAL CONTRACTOR CONSTRUCTION AGREEMENT BETWEEN THE AGENCY AND GUHO CORP. TO INCREASE THE GUARANTEED MAXIMUM PRICE (GMP) FOR CONSTRUCTION OF THE CENTRAL DISTRICT PUBLIC IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 3; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 1987 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "Boise Central District Urban Renewal Plan") and, following said public hearing, the City adopted its Ordinance No. 5026 on August 19, 1987, approving the Boise Central District Urban Renewal Plan and making certain findings; and,

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

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

WHEREAS, upon approval of Resolution No. 1510 by its Board of Commissioners on October 9, 2017, the Agency entered into a Construction Manager / General Contractor (CM/GC) construction agreement with Guho Corp, for the Central District Public Improvements Project ("Project") using the CM/GC construction delivery method; and

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

WHEREAS, on February 12, 2018, the Agency Board of Commissioners adopted Resolution No. 1526 approving and authorizing the Executive Director to execute "Amendment No. 1 to Standard Agreement and General Conditions Between Owner and Construction Manager" with Guho Corp. in order to establish a Guaranteed Maximum Price (GMP) for the initial phase of construction services, including early procurement of long lead-time materials for the Project; and,

WHEREAS, on March 12, 2018, the Agency Board of Commissioners adopted Resolution No. 1532 approving and authorizing the Executive Director to execute "Amendment No. 2 to Standard Agreement and General Conditions Between Owner and Construction Manager" with Guho Corp. in order to increase the GMP for costs related to construction improvements to Union Block and Freak Alleys as well as long lead procurement of site furnishings; and,

WHEREAS, the Agency and Guho Corp. desire to amend the CM/GC construction agreement at this time with the execution of "Amendment No. 3 to Standard Agreement and General Conditions Between Owner and Construction Manager," attached as Exhibit A, in order to increase the GMP by ONE MILLION ELEVEN THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS (\$1,011,588.00) to include the costs associated with construction of specified Capitol Boulevard streetscape improvements; and

WHEREAS, the Board of Commissioners finds it to be in the best public interest to approve the Amendment and to authorize the Executive Director to execute same.

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

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

Section 2: That Amendment No. 3 to the Construction Manager / General Contractor construction agreement between the Agency and Guho Corp., attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

Section 3: That the Executive Director of the Agency is hereby authorized to execute Amendment No. 3 to the Construction Manager / General Contractor construction agreement with Guho Corp., which will increase the Guaranteed Maximum Price of the Project to TWO MILLION THREE HUNDRED THIRTY-FOUR THOUSAND EIGHT HUNDRED FORTY-SIX DOLLARS (\$2,334,846.00), plus allowing up to 5% of this amount to address unforeseen circumstances if determined necessary in his best judgment.

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 June 11, 2018. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on June 11, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
David H. Bieter, Secretary

**AMENDMENT NO. 3 TO THE
STANDARD AGREEMENT AND GENERAL CONDITIONS
BETWEEN OWNER AND CONSTRUCTION MANAGER
(WHERE THE CM IS AT-RISK)**

DATED JUNE 11, 2018

Pursuant to Section 3.4 of the Agreement dated November 21, 2017, between the Owner, Capital City Development Corporation, and the Construction Manager, Guho Corp., for the Central District Public Improvements Project located in downtown Boise, the Owner and the Contractor desire now to establish a Guaranteed Maximum Price (the "GMP") for the Work. The Owner and the Contractor hereby agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Contractor's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Contractor's Fee as set forth in Section 7.3, is TWO MILLION THREE HUNDRED THIRTY-FOUR THOUSAND EIGHT HUNDRED FORTY-SIX DOLLARS (\$2,334,846.00).

The GMP is for the performance of the Work in accordance with the exhibits listed below, which are a part of this Agreement:

EXHIBIT A: GMP 3 Summary -2 pages
EXHIBIT B: GMP 3 Schedule of Values -1 page
EXHIBIT C: GMP 3 Cost Estimate Detail -3 pages
EXHIBIT D: GMP 3 Allowances -1 page
EXHIBIT E: GMP 3 General Conditions- 1 page
EXHIBIT F: GMP 3 Purchase Orders -1 page
EXHIBIT G: GMP 3 Subcontracts -1 page
EXHIBIT H: GMP 3 Self Perform Work -1 page
EXHIBIT I: GMP 3 Assumptions and Clarification -2 pages
EXHIBIT J: GMP 3 Schedule – dated June 4, 2018 -2 pages
EXHIBIT K: GMP 3 Plans and Specs -21 pages

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is September 28, 2018.

ARTICLE 3 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work is Twenty-One (21) Days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

[End of Amendment No. 3 | *Signatures appear on the following page.*]

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

OWNER: Capital City Development Corporation

By: _____
John Brunelle, Executive Director

Approved as to Form:

Mary Watson, General Counsel | Contracts Manager

CONSTRUCTION MANAGER: Guho Corp.

By: _____
Anthony Guho, Vice-President

Attest:

Budget Info / For Office Use	
Fund/District	301
Account	6250
Activity Code	18008
PO #	180059
Contract Term	September 30, 2018



**GMP AMENDMENT 3
EXHIBIT A REV 1**

**CCDC Central District
Renovation**

GMP 3 SUMMARY														
		Description	GMP 1	Area Total	GMP 1 Total	GMP 2	Area Total	GMP 2 Total	GMP 3	Area Total	GMP 3 Total	CONTRACT TOTAL	Area Total	CONTRACTY TOTAL
1		8th Street Streetscapes												
		01-4523 TESTING AND INSPECTIONS	12,000									12,000		
		01-3110 PROJECT MANAGEMENT	10,719									10,719		
		01-3111 PROJECT SUPERVISION	54,444									54,444		
		01-5200 CONSTRUCTION FACILITIES	317									317		
		01-5526 TRAFFIC CONTROL	27,600									27,600		
		01-5529 STAGING AREAS	20,900									20,900		
		01-5600 TEMP BARRIERS AND ENCLOSURES	3,120									3,120		
		01-5713 EROSION/SEDIMENT CTRL. (SWPPP)	1,200									1,200		
		01-7419 WASTE MANAGEMENT AND DISPOSAL	1,000									1,000		
		02-4113 DEMO / SALVAGE	29,328			1,623						30,951		
		12-9300 SITE FURNISHINGS	12,189			23,853						36,042		
		26-0010 ELECTRICAL SUBCONTRACTOR	60,724									60,724		
		26-0100 ELECTRICAL SERVICES	33,600									33,600		
		26-5613 LIGHT POLES & STANDARDS	33,547									33,547		
		31-1313 TREE REMOVAL	2,160									2,160		
		31-2000 EXCAVATION	8,992									8,992		
		32-1100 BASE COURSE	2,824			1,571						4,395		
		32-1313 CONCRETE PAVING	32,373			4,446						36,819		
		32-1416 BRICK PAVERS	53,759			6,113						59,872		
		32-1613 CURB & GUTTER	8,001									8,001		
		32-1726 PED RAMPS	15,407									15,407		
		32-3913 BOLLARDS	8,145									8,145		
		32-8000 IRRIGATION	45,380									45,380		
		32-9100 LANDSCAPING	5,060									5,060		
		32-9443 TREE GRATES/FRAMES	56,964									56,964		
		34-4000 SIGNAGE	2,000									2,000		
		Recycle Receiptals										0		
		Total Cost	\$ 541,753			\$ 37,606						\$ 579,359		
		CM/GC Fee	\$ 40,631			\$ 2,820						\$ 43,452		
		Contingency	\$ 27,088			\$ 1,880						\$ 28,968		
		Bond	\$ 7,612			\$ 412						\$ 8,024		
		* Math Error on GMP 2 on Bond Calculation				\$ (8,022)						\$ (8,022)		
					\$ 617,084			34,696					\$ 651,780	
2		Freak / Union Alleys												
		01-3110 PROJECT MANAGEMENT				5,024						5,024		
		01-3111 PROJECT SUPERVISION				18,688						18,688		
		01-3223 SURVEY				2,500						2,500		
		01-4123 PERMITS				6,750						6,750		
		01-4523 TESTING AND INSPECTION SERVICE				10,000						10,000		
		01-5200 CONSTRUCTION FACILITIES				181						181		
		01-5510 PARKING FEES				7,500						7,500		
		01-5526 TRAFFIC CONTROL				20,664						20,664		
		01-5600 TEMP BARRIERS AND ENCLOSURES				780						780		
		01-5713 EROSION/SEDIMENT CTRL. (SWPPP)				1,200						1,200		
		01-7419 WASTE MANAGEMENT AND DISPOSAL				1,000						1,000		
		02-4113 DEMO-SITE				25,739						25,739		
		03-8100 SAW CUTTING				1,050						1,050		
		26-0010 ELECTRICAL COLUMNS AND BASES				23,699						23,699		
		26-0100 ELECTRICAL				24,336						24,336		
		26-5613 LIGHT FIXTURE PACKAGE				43,009						43,009		
		32-1100 BASE COURSE				24,916						24,916		
		32-1216 ASPHALT PAVING				2,000						2,000		
		32-1313 CONCRETE PAVING				68,484						68,484		
		32-1413 CONCRETE UNIT PAVERS				34,000						34,000		
		32-1416 BRICK PAVERS				9,034						9,034		
		32-3913 BOLLARDS				36,552						36,552		
		33-4000 STORM DRAINAGE				22,536						22,536		
		33-8126 COMMUNICATION VAULTS				6,160						6,160		
		VAULT ALLOWANCE				15,000						15,000		
		ART ALLOWANCE STAINLESS STEEL				10,000						10,000		
		Total Cost				\$ 420,802						\$ 420,802		
		CM/GC Fee				\$ 31,560						\$ 31,560		
		Contingency				\$ 42,080						\$ 42,080		
		Bond				\$ 4,697						\$ 4,697		
		2 Freak / Union Alleys Total						499,140					\$ 499,140	
3		Capitol Blvd Streetscapes												
		01-3110 PROJECT MANAGEMENT							14,655			14,655		
		01-3111 PROJECT SUPERVISION							59,548			59,548		
		01-3223 LAYOUT							3,000			3,000		
		01-4123 PERMITS							7,500			7,500		
		01-4523 TESTING AND INSPECTION SERVICE							10,500			10,500		
		01-5200 CONSTRUCTION FACILITIES							724			724		
		01-5526 TRAFFIC CONTROL							32,600			32,600		
		01-5529 STAGING AREAS							16,050			16,050		
		01-5600 TEMP BARRIERS AND ENCLOSURES							1,950			1,950		
		01-5713 EROSION/SEDIMENT CTRL. (SWPPP)							3,900			3,900		
		01-7419 WASTE MANAGEMENT AND DISPOSAL							2,000			2,000		
		02-4113 DEMO-SITE							34,306			34,306		
		10-1453 Traffic Signage							1,311			1,311		
		12-9300 SITE FURNISHINGS	1,526			6,680			3,748			11,954		
		26-0010 ELECTRICAL SUBCONTRACTOR							58,935			58,935		
		26-5613 LIGHT POLES & STANDARDS	18,870						5,426			24,296		
		32-1100 BASE COURSE							42,088			42,088		
		32-1216 ASPHALT PAVING							40,491			40,491		
		32-1313 CONCRETE PAVING							84,199			84,199		
		32-1416 BRICK PAVERS							112,992			112,992		
		32-1613 CURB & GUTTER							52,857			52,857		
		32-1726 PED RAMPS							6,900			6,900		
		32-9100 LANDSCAPING							29,389			29,389		
		32-9443 TREE GRATES/FRAMES	31,701						1,257			32,958		
		32-9446 TREE GRIDS (SILVA CELL)							156,369			156,369		
		33-4000 STORM DRAINAGE							18,108			18,108		
		33-7000 ELECTRIC UTILITIES							13,500			13,500		
		33-8000 COMMUNICATION UTILITIES							24,832			24,832		
		Total Cost	\$ 52,097			\$ 6,680			\$ 839,135			897,912		
		CM/GC Fee	\$ 3,907			\$ 501			\$ 62,935			67,343		
		Contingency	\$ -			\$ -			7.50%	\$ 62,935		62,935		
		Bond	\$ 699			\$ 68			\$ 9,168			9,935		
		3 Capitol Blvd Streetscapes		\$ 56,703				7,249		\$ 974,173			\$ 1,038,126	



**GMP AMENDMENT 3
EXHIBIT A REV 1**

**CCDC Central District
Renovation**

GMP 3 SUMMARY													
	Description	GMP 1	Area Total	GMP 1 Total	GMP 2	Area Total	GMP 2 Total	GMP 3	Area Total	GMP 3 Total	CONTRACT TOTAL	Area Total	CONTRACT TOTAL
4	Repair Work												
2	MATERIAL PROCUREMENT												
12-9300	SITE FURNISHINGS	7,462			18,370						25,832		
32-9443	TREE GRATES/FRAMES	73,803									73,803		
	LOADING ZONE INFILL												
01-5526	TRAFFIC CONTROL							4,650		4,650			
01-5600	TEMP BARRIERS AND ENCLOSURES							390		390			
01-5713	EROSION/SEDIMENT CTRL (SWPPP)							450		450			
02-4100	DEMOLITION							6,937		6,937			
10-1453	Traffic Signage							386		386			
32-1216	ASPHALT PAVING							2,700		2,700			
32-1416	BRICK PAVERS							9,509		9,509			
32-1613	CURB & GUTTER							6,521		6,521			
	Total Cost	\$ 81,265			\$ 18,370			\$ 31,543				131,178	
	CM/GC Fee	\$ 6,095			\$ 1,378			\$ 2,366				9,838	
	Contingency	\$ -			\$ -			\$ 3,154				3,154	
	Bond	\$ 1,091			\$ 188			\$ 352				1,631	
	4 Repair Work Total		\$ 88,451				19,935			\$ 37,415			145,801
			GMP 1 TOTAL	\$ 762,238		GMP 2 SUBTOTAL	561,020		GMP 3 SUBTOTAL	\$ 1,011,588		GMP 1 + 2 + 3 TOTAL	\$ 2,334,846
						GMP 1 SUBTOTAL	762,238		GMP 2 SUBTOTAL	\$ 1,323,258			
						GMP 2 TOTAL	1,323,258		GMP 3 TOTAL	\$ 2,334,846			



GMP AMENDMENT 3
EXHIBIT B REV 1

CCDC Central District
Renovation

SCHEDULE OF VALUES					
3. Capitol Blvd Streetscapes					
	01-3110	PROJECT MANAGEMENT	14,655		
	01-3111	PROJECT SUPERVISION	59,548		
	01-3223	LAYOUT	3,000		
	01-4123	PERMITS	7,500		
	01-4523	TESTING AND INSPECTION SERVICE	10,500		
	01-5200	CONSTRUCTION FACILITIES	724		
	01-5526	TRAFFIC CONTROL	32,600		
	01-5529	STAGING AREAS	16,050		
	01-5600	TEMP BARRIERS AND ENCLOSURES	1,950		
	01-5713	EROSION/SEDIMENT CTRL. (SWPPP)	3,900		
	01-7419	WASTE MANAGEMENT AND DISPOSAL	2,000		
	02-4113	DEMO-SITE	34,306		
	10-1453	Traffic Signage	1,311		
	12-9300	SITE FURNISHINGS	3,748		
	26-0010	ELECTRICAL SUBCONTRACTOR	58,935		
	26-5613	LIGHT POLES & STANDARDS	5,426		
	32-1100	BASE COURSE	42,088		
	32-1216	ASPHALT PAVING	40,491		
	32-1313	CONCRETE PAVING	84,199		
	32-1416	BRICK PAVERS	112,992		
	32-1613	CURB & GUTTER	52,857		
	32-1726	PED RAMPS	6,900		
	32-9100	LANDSCAPING	29,389		
	32-9443	TREE GRATES/Frames	1,257		
	32-9446	TREE GRIDS (SILVA CELL)	156,369		
	33-4000	STORM DRAINAGE	18,108		
	33-7000	ELECTRIC UTILITIES	13,500		
	33-8000	COMMUNICATION UTILITIES	24,832		
		TOTAL		839,135	
		CM/GC FEE		62,935	
		7.5% Contingency		62,935	
		Bond		9,168	
		AREA 3 CAPITOL BLVD TOTAL			\$ 974,173
4. Repair Work- Loading Zone Infill					
	01-5526	TRAFFIC CONTROL	4,650		
	01-5600	TEMP BARRIERS AND ENCLOSURES	390		
	01-5713	EROSION/SEDIMENT CTRL. (SWPPP)	450		
	02-4100	DEMOLITION	6,937		
	10-1453	Traffic Signage	386		
	32-1216	ASPHALT PAVING	2,700		
	32-1416	BRICK PAVERS	9,509		
	32-1613	CURB & GUTTER	6,521		
		TOTAL		31,543	
		CM/GC FEE		2,366	
		10% Contingency		3,154	
		Bond		352	
		AREA 4 MISC REPAIRS TOTAL			\$ 37,415
		AMMENDMENT 3 TOTAL			\$ 1,011,588



GMP AMENDMENT 3
EXHIBIT C REV 1

CCDC Central District
Renovation

COST ESTIMATE DETAIL							
		Description	Qty		Total Amount	SOV Total	
3. Capitol Blvd Streetscapes							
01-3110		PROJECT MANAGEMENT				14,655	
		Project Manager	175.00	HR	14,655		GENERAL CONDITIONS
01-3111		PROJECT SUPERVISION				59,548	
		Superintendent Senior	140.00	HR	11,724		GENERAL CONDITIONS
		Superintendent	700.00	HR	47,824		GENERAL CONDITIONS
01-3223		LAYOUT				3,000	
		Survey	1.00	ls	3,000		
01-4123		PERMITS				7,500	
		ACHD ROW Permit Fee	100.00	day	7,500		ALLOWANCE
01-4523		TESTING AND INSPECTION SERVICE				10,500	
		3rd Party Testing and Inspections	1.00	al	10,500		ALLOWANCE
01-5200		CONSTRUCTION FACILITIES				724	
		Portable Toilet	4.00	mt	362		GENERAL CONDITIONS
		Portable Toilet (Staging Yard)	4.00	mt	362		GENERAL CONDITIONS
01-5526		TRAFFIC CONTROL				32,600	
		Traffic Control (Capitol , Front to Grove)	2.00	mt	5,000		ALLOWANCE
		Ped Traffic Control / Block	1.00	mt	500		ALLOWANCE
		Custom Signage	1.00	ls	2,500		ALLOWANCE
		Traffic Control (Maintenance)	80.00	hrs	2,400		ALLOWANCE
		Traffic Control (Capitol, Grove to Main)	1.00	mt	2,500		ALLOWANCE
		Ped Traffic Control / Block	1.00	mt	500		ALLOWANCE
		Traffic Control (Maintenance)	40.00	hrs	1,200		ALLOWANCE
		Traffic Control (Capitol, Idaho to Bannock)	3.00	mt	7,500		ALLOWANCE
		Ped Traffic Control / Block	1.00	mt	500		ALLOWANCE
		Traffic Control (Maintenance)	60.00	hrs	1,800		ALLOWANCE
		Traffic Control (Capitol, Idaho Corners)	1.00	mt	2,500		ALLOWANCE
		Ped Traffic Control / Block	2.00	mt	1,000		ALLOWANCE
		Traffic Control (Maintenance)	20.00	hrs	600		ALLOWANCE
		Traffic Control (Idaho St, Corners)	1.00	mt	2,500		ALLOWANCE
		Ped Traffic Control / Block	2.00	mt	1,000		ALLOWANCE
		Traffic Control (Maintenance)	20.00	hrs	600		ALLOWANCE
01-5529		STAGING AREAS				16,050	
		5k Forklift in Staging Yard	3.00	mt	8,400		GENERAL CONDITIONS
		Staging Yard Rental	3.00	mt	7,050		GENERAL CONDITIONS
		Temporary Chainlink Staging Yard	3.00	mt	600		GENERAL CONDITIONS
01-5600		TEMP BARRIERS AND ENCLOSURES				1,950	
		Temporary Fencing	1,500.00	ft	1,950		GENERAL CONDITIONS
01-5713		EROSION/SEDIMENT CTRL. (SWPPP)				3,900	
		SWPPP Allowance	1.00	allo	2,400		ALLOWANCE
		SWPPP Plan and NOI	1.00	allo	1,500		ALLOWANCE
01-7419		WASTE MANAGEMENT AND DISPOSAL				2,000	
		Trash	4.00	mt	2,000		GENERAL CONDITIONS
02-4113		DEMO-SITE				34,306	
		Demo	1.00	ls	34,306		SELF PERFORM
10-1453		Traffic Signage				1,311	
		Bike Lane Sign	7.00	ea	450		
		Bike Lane Delineator Post (36")	15.00	ea	336		
		Parking Meter Install	7.00	ea	525		
12-9300		SITE FURNISHINGS				3,748	
		Bike Rack (supply)	6.00	ea	1,018		PURCHASE ORDER
		Bike Rack (Install)	15.00	ea	2,250		
		Trash Receptacle (Install)	4.00	ea	480		
26-0010		ELECTRICAL SUBCONTRACTOR				58,935	
		Streetlight Electrical	1.00	ls	58,935		SUBCONTRACT
26-5613		LIGHT POLES & STANDARDS				5,426	
		20' Conex Box	4.00	mt	318		
		20' Conex Box Drop Off/Pickup	2.00	ea	250		
		Historical Light Poles (Supply)	2.00	ea	4,858		PURCHASE ORDER
32-1100		BASE COURSE				42,088	
		Grading and Base Section (Sidewalks)	1.00	ls	42,088		SELF PERFORM
32-1216		ASPHALT PAVING				40,491	
		Small Asphalt Patch	1,816.00	sf	5,448		SUBCONTRACT
		Asphalt Saw Cutting	425.00	lf	850		SUBCONTRACT
		Demo Asphalt	3,682.00	sf	2,762		SUBCONTRACT



GMP AMENDMENT 3
EXHIBIT C REV 1

CCDC Central District
Renovation

COST ESTIMATE DETAIL							
		Excavation for Asphalt	341.00	sf	5,627		SUBCONTRACT
		3/4" Road base for Asphalt	341.00	sf	8,099		SUBCONTRACT
		Mobilization	1.00	ea	1,000		SUBCONTRACT
		Asphalt Paving	3,682.00	sf	9,205		SUBCONTRACT
		Striping	1.00	allo	7,500		ALLOWANCE
32-1313		CONCRETE PAVING			84,199		
		Concrete Approaches	1.00	ls	14,571		SUBCONTRACT
		Bike Lane	1.00	ls	69,628		SUBCONTRACT
32-1416		BRICK PAVERS			112,992		
		Endicott Unit Pavers	1.00	ls	111,552		SUBCONTRACT
		Salvage and Replace Idaho/Capitol Corners	1.00	ls	1,440		SUBCONTRACT
32-1613		CURB & GUTTER			52,857		
		Curb and Gutter	1.00	ls	52,857		SUBCONTRACT
32-1726		PED RAMPS			6,900		
		Concrete Ped Ramp	1.00	ls	6,900		SUBCONTRACT
32-9100		LANDSCAPING			29,389		
		Landscape and Irrigation (Silva Cells)	1.00	ls	23,989		SUBCONTRACT
		2" Chanticleer Pear (Supply)	18.00	ls	5,400		ALLOWANCE
32-9443		TREE GRATES/FRAMES			1,257		
		4x8 Frame Brick	2.00	ea	1,257		
32-9446		TREE GRIDS (SILVA CELL)			156,369		
		Silva Cell	1.00	ls	156,369		SELF PERFORM
33-4000		STORM DRAINAGE			18,108		
		Storm Drain Pipe	1.00	ls	18,108		SELF PERFORM
33-7000		ELECTRIC UTILITIES			13,500		
		Idaho Power Vault Allowance	3.00	ea	13,500		ALLOWANCE
33-8000		COMMUNICATION UTILITIES			24,832		
		Communication Conduits	1.00	ls	24,832		SELF PERFORM
						839,135	
						62,935	
						62,935	
						9,168	
		AREA 3 CAPITOL BLVD TOTAL					\$ 974,173
4. Repair Work- Loading Zone Infill							
01-5526		TRAFFIC CONTROL			4,650		
		Traffic Control (Main St. Loading Zone)	0.50	mth	1,250		ALLOWANCE
		Traffic Control (Maintenance)	10.00	hrs	300		ALLOWANCE
		Traffic Control (9th St. Loading Zone)	1.00	mth	2,500		ALLOWANCE
		Traffic Control (Maintenance)	20.00	hrs	600		ALLOWANCE
01-5600		TEMP BARRIERS AND ENCLOSURES			390		
		Temporary Fencing	300.00	ft	390		GENERAL CONDITIONS
01-5713		EROSION/SEDIMENT CTRL. (SWPPP)			450		
		SWPPP Allowance	3.00	allo	450		ALLOWANCE
02-4100		DEMOLITION			6,937		
		Demo	1.00	ls	6,937		SELF PERFORM
10-1453		Traffic Signage			386		
		Sings	6.00	ea	386		
32-1216		ASPHALT PAVING			2,700		
		Asphalt Patch (Loading Zone)	900.00	sqft	2,700		SUBCONTRACT
32-1416		BRICK PAVERS			9,509		
		Endicott Unit Pavers Loading Zone	924.00	sqft	9,009		SUBCONTRACT
		Pickup Pavers from CCDC Storage	1.00	ls	500		
32-1613		CURB & GUTTER			6,521		
		Curb and Gutter Loading Zone Infill	1.00	ls	6,521		SUBCONTRACT
						31,543	
						2,366	
						3,154	
						352	
		AREA 4 MISC REPAIRS TOTAL					\$ 37,415
		AMENDMENT 3 TOTAL					\$ 1,011,588



GMP AMENDMENT 3
EXHIBIT C REV 1

CCDC Central District
Renovation

COST ESTIMATE DETAIL

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GMP AMENDMENT 3
EXHIBIT D REV 1

CCDC Central District
Renovation

ALLOWANCES						
		Description	Qty		Total Amount	SOV Total
3. Capitol Blvd Streetscapes						
	01-4123	PERMITS				7,500
		ACHD ROW Permit Fee	100.00	day	7,500	
	01-4523	TESTING AND INSPECTION SERVICE				10,500
		3rd Party Testing and Inspections	1.00	al	10,500	
	01-5526	TRAFFIC CONTROL				32,600
		Traffic Control (Capitol , Front to Grove)	2.00	nth	5,000	
		Ped Traffic Control / Block	1.00	nth	500	
		Custom Signage	1.00	ls	2,500	
		Traffic Control (Maintenance)	80.00	hrs	2,400	
		Traffic Control (Capitol, Grove to Main)	1.00	nth	2,500	
		Ped Traffic Control / Block	1.00	nth	500	
		Traffic Control (Maintenance)	40.00	hrs	1,200	
		Traffic Control (Capitol, Idaho to Bannock)	3.00	nth	7,500	
		Ped Traffic Control / Block	1.00	nth	500	
		Traffic Control (Maintenance)	60.00	hrs	1,800	
		Traffic Control (Capitol, Idaho Corners)	1.00	nth	2,500	
		Ped Traffic Control / Block	2.00	nth	1,000	
		Traffic Control (Maintenance)	20.00	hrs	600	
		Traffic Control (Idaho St, Corners)	1.00	nth	2,500	
		Ped Traffic Control / Block	2.00	nth	1,000	
		Traffic Control (Maintenance)	20.00	hrs	600	
	01-5713	EROSION/SEDIMENT CTRL. (SWPPP)				3,900
		SWPPP Allowance	1.00	allo	2,400	
		SWPPP Plan and NOI	1.00	allo	1,500	
	32-1216	ASPHALT PAVING				7,500
		Striping	1.00	allo	7,500	
	32-9100	LANDSCAPING				5,400
		2" Chanticleer Pear (Supply)	18.00	ls	5,400	
	33-7000	ELECTRIC UTILITIES				13,500
		Idaho Power Vault Allowance	3.00	ea	13,500	
					AREA 3 CAPITOL BLVD TOTAL	80,900
4. Repair Work- Loading Zone Infill						
	01-5526	TRAFFIC CONTROL				4,650
		Traffic Control (Main St. Loading Zone)	0.50	nth	1,250	
		Traffic Control (Maintenance)	10.00	hrs	300	
		Traffic Control (9th St. Loading Zone)	1.00	nth	2,500	
		Traffic Control (Maintenance)	20.00	hrs	600	
	01-5713	EROSION/SEDIMENT CTRL. (SWPPP)				450
		SWPPP Allowance	3.00	allo	450	
					AREA 4 MISC REPAIRS TOTAL	5,100
					AMMENDMENT 3 ALLOWANCES TOTAL	86,000



GMP AMENDMENT 3
EXHIBIT E REV 1

CCDC Central District
Renovation

GENERAL CONDITIONS						
3. Capitol Blvd Streetscapes						
01-3110	PROJECT MANAGEMENT				14,655	
	Project Manager	175.00	HR	14,655		
01-3111	PROJECT SUPERVISION				59,548	
	Superintendent Senior	140.00	HR	11,724		
	Superintendent	700.00	HR	47,824		
01-5200	CONSTRUCTION FACILITIES				724	
	Portable Toilet	4.00	mth	362		
	Portable Toilet (Staging Yard)	4.00	mth	362		
01-5529	STAGING AREAS				16,050	
	5k Forklift in Staging Yard	3.00	mth	8,400		
	Staging Yard Rental	3.00	mth	7,050		
	Temporary Chainlink Staging Yard	3.00	mth	600		
01-5600	TEMP BARRIERS AND ENCLOSURES				1,950	
	Temporary Fencing	1,500.00	ft	1,950		
01-7419	WASTE MANAGEMENT AND DISPOSAL				2,000	
	Trash	4.00	mth	2,000		
4 01-5600	TEMP BARRIERS AND ENCLOSURES				390	
	Temporary Fencing	300.00	ft	390		
TOTAL GENERAL CONDITIONS						95,317



GMP AMENDMENT 3
EXHIBIT F REV 1

CCDC Central District
Renovation

PURCHASE ORDERS							
CED SUPPLY							
26-5613		LIGHT POLES & STANDARDS				4,858	
		Historical Light Poles (Supply)		2.00 ea		4,858	
KB WELDING							
	12-9300	SITE FURNISHINGS				1,018	
		Bike Rack (supply)		6.00 ea		1,018	
						PURCHASE ORDER TOTAL	
						5,876	

CCDC Central District Renovation

SUBCONTRACTS						
		Description	Qty		Total Amount	SOV Total
A-1 CONCRETE						150,477
3	32-1313	CONCRETE PAVING				84,199
		Concrete Approaches	1.00	ls	14,571	
		Bike Lane	1.00	ls	69,628	
3	32-1613	CURB & GUTTER				52,857
		Curb and Gutter	1.00	ls	52,857	
3	32-1726	PED RAMPS				6,900
		Concrete Ped Ramp	1.00	ls	6,900	
4	32-1613	CURB & GUTTER				6,521
		Curb and Gutter Loading Zone Infill	1.00	ls	6,521	
BODEN HAUS						9,009
4	32-1416	BRICK PAVERS				9,009
		Endicott Unit Pavers Loading Zone	924.00	sqft	9,009	
CAPITOL LANDSCAPE						112,992
3	32-1416	BRICK PAVERS				112,992
		Endicott Unit Pavers	1.00	ls	111,552	
		Salvage and Replace Idaho/Capitol Corners	1.00	ls	1,440	
CAPITOL PAVING						35,691
3	32-1216	ASPHALT PAVING				32,991
		Small Asphalt Patch	1,816.00	sf	5,448	
		Asphalt Saw Cutting	425.00	lf	850	
		Demo Asphalt	3,682.00	sf	2,762	
		Excavation for Asphalt	341.00	sf	5,627	
		3/4" Road base for Asphalt	341.00	sf	8,099	
		Mobilization	1.00	ea	1,000	
		Asphalt Paving	3,682.00	sf	9,205	
4	32-1216	ASPHALT PAVING				2,700
		Asphalt Patch (Loading Zone)	900.00	sqft	2,700	
GINGERICH						23,989
3	32-9100	LANDSCAPING				23,989
		Landscape and Irrigation (Silva Cells)	1.00	ls	23,989	
QUALITY ELECTRIC						58,935
3	26-0010	ELECTRICAL SUBCONTRACTOR				58,935
		Streetlight Electrical	1.00	ls	58,935	
					SUBCONTRACTED TOTAL	391,093



GMP AMENDMENT 3
EXHIBIT H REV 1

CCDC Central District
Renovation

SELF PERFORM WORK							
		Description	Qty		Total Amount	SOV Total	
3. Capitol Blvd Streetscapes							
	02-4113	DEMO-SITE				34,306	
		Demo	1.00	ls	34,306		
	32-1100	BASE COURSE				42,088	
		Grading and Base Section (Sidewalks)	1.00	ls	42,088		
	32-9446	TREE GRIDS (SILVA CELL)				156,369	
		Silva Cell	1.00	ls	156,369		
	33-4000	STORM DRAINAGE				18,108	
		Storm Drain Pipe	1.00	ls	18,108		
	33-8000	COMMUNICATION UTILITIES				24,832	
		Communication Conduits	1.00	ls	24,832		
					AREA 3 CAPITOL BLVD TOTAL		275,703
4. Repair Work- Loading Zone Infill							
	02-4100	DEMOLITION				6,937	
		Demo	1.00	ls	6,937		
					AREA 4 MISC REPAIRS TOTAL		6,937
					SELF PERFORM WORK		\$ 282,640



**GMP AMENDMENT 3
EXHIBIT I**

**CCDC Central District
Renovation**

**GMP 3
Assumptions and Clarifications**

Traffic Control

- Lane Closure and/or Shift on Capitol at Work Area
- Lane Closures for Loading Zone Infill
- Bike Lane Closed
- Sidewalk Closed with Detour Routes
 - A gravel 4ft temp sidewalk will be provided to the maximum extent possible during construction from demo time to new hardscape
- Construction Areas will be fenced off with 4 ft tall orange fence on each side
- Alley and Parking Lot Access will be restricted during construction
- Construction Hours are Monday-Friday 6am to 6pm, Saturdays possible
- ACHD ROW Permits Included

Pavers and Hardscape

- New Pavers on Streetscapes
- Reuse Pavers on West Corner rebuild on Idaho and Capitol
- Reuse/ CCDC Provided Pavers for Loading Zone infill
- Damaged pavers will be replaced with pavers provided from CCDC

Light Poles and Electrical

- (2) New Light Poles purchased in GMP 3 for additional area added at Idaho and Capitol
- (9) New Light Poles Purchased under GMP 1
- Light Poles will connect to existing lighting circuits at the end of project limits
- Does not include work beyond streetscape replacement limits

Sprinkler and Irrigation-

- Silva Cell Soil Mix Design same as past CCDC projects
- Connect to (3) Existing Valve Boxes
 - Provide new Valves and Puck Timers
- Backflow and Valve Assemblies assumed to be up to current code
- No Landscaping/irrigation Included in planter beds
- 18" Root Guide included at new tree locations

Misc. Items

-
- Parking Meters removed and reset by City of Boise
- Parking Meter Post provided by City of Boise Installed by Guho Corp
- Provide Additional 6 Bike Racks
- Install (15) Bike Racks
 - Supply of 9 Bike Racks included in GMP 1
- Install (4) Trash Receptacles



**GMP AMENDMENT 3
EXHIBIT I**

**CCDC Central District
Renovation**

- Supply of (4) Trash Receptacles included in GMP 1
- Supply (2) Additional Tree Grate Frames
 - Supply of (16) Tree Grate Frames included in GMP 1
- No Precast Concrete Planters Included

Owner Provided Items

- City of Boise Permit Fees

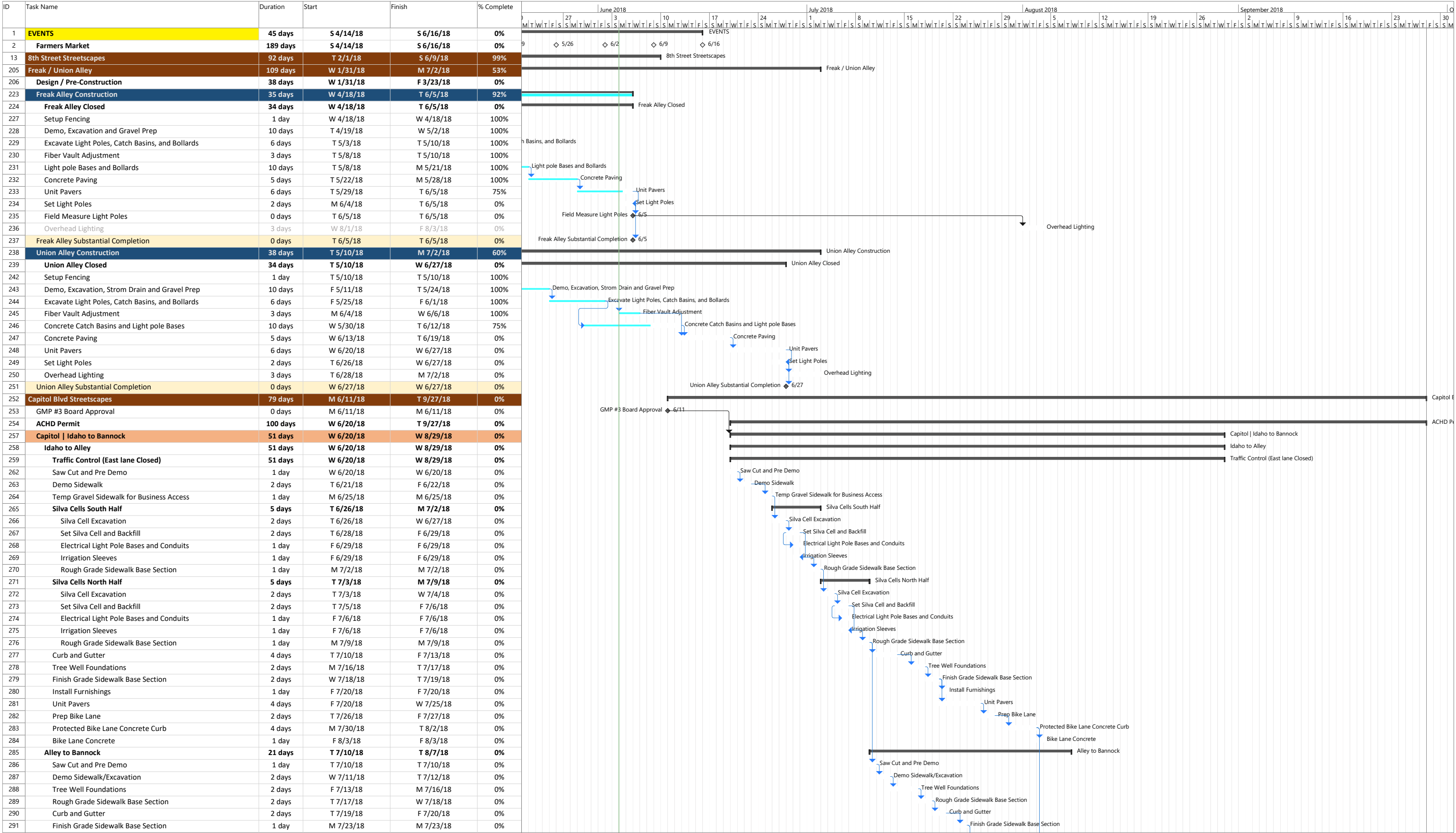
Allowances

- ACHD Permits 100 days @ \$75/day
 - Testing and Inspections Services
 - Infiltration Test on Silva Cell Storm Drain Areas
 - Compaction Test on Backfill in trenches and subgrade
 - Concrete Cylinders for Concrete Paving
 - Asphalt Compaction Testing
- Traffic Control
 - Pedestrian and vehicle traffic control as required by ACHD, CoB
 - Custom Signage for Business Access and Detours
- Striping of Bike Lanes and Travel Lanes
 - Removal of Existing Marking, (Crosswalks, Bike Lane, Skip Line)
 - New Markings for Bike Lane, Crosswalks, Skip Lines, and parking
- Landscaping
 - Supply 2" Chanticleer Pears
- Electrical Utilities
 - Rework of Vents at ATT Building Vaults

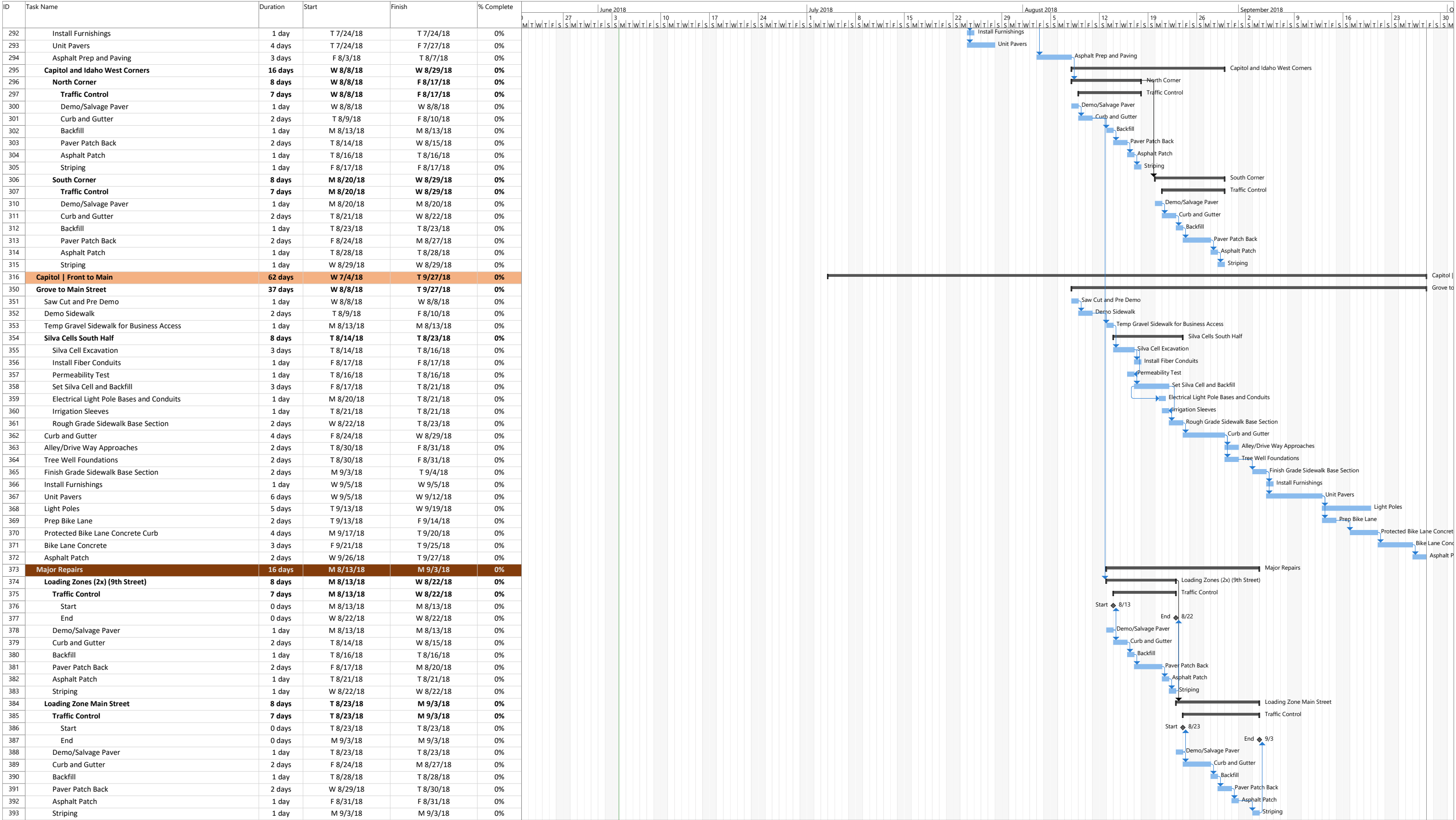
Work Not Included in GMP 3

- Bollards at Front and Capitol
- Misc. Repairs District Wide
- Repair of Light Wells at Adelman Building
- Reconstruction of Covered Entry at Adelman Building

CCDC Central District Renovation
GMP 3 SCHEDULE
06/04/18



CCDC Central District Renovation
GMP 3 SCHEDULE
06/04/18



GENERAL NOTES

- A. FOR SPECIFICATIONS CONFORM TO THE CURRENT EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPC), THE ACHD SUPPLEMENT TO THE ISPC, AND THE 2009 INTERNATIONAL PLUMBING CODE UNLESS OTHERWISE NOTED.
- B. THE DRAWINGS INDICATE LOCATION, DIMENSIONS, REFERENCE, AND TYPICAL DETAILS OF CONSTRUCTION. THE DRAWINGS DO NOT INDICATE EVERY CONDITION - WORK NOT PARTICULARLY DETAILED SHALL BE OF CONSTRUCTION SIMILAR TO PARTS THAT ARE DETAILED.
- C. ALL LOT DIMENSION, EASEMENTS AND CERTAIN OFF-SITE EASEMENTS ARE TO BE TAKEN FROM THE PLAT.
- D. DO NOT SCALE DRAWINGS.
- E. FIGURED DIMENSIONS TAKE PRECEDENCE OVER SCALED DRAWINGS. WHERE DISCREPANCIES OCCUR, THEY SHALL BE REPORTED TO THE ENGINEER FOR RESOLUTION.
- F. DETAILED DRAWINGS AND LARGER SCALE DRAWINGS TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS (IE 1"=10' TAKES PRECEDENCE OVER 1"=100').
- G. THE CONTRACTOR(S) SHALL REMOVE ALL OBSTRUCTIONS BOTH ABOVE AND BELOW GROUND, AS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THIS SHALL INCLUDE CLEARING AND GRUBBING WHICH CONSISTS OF CLEARING THE GROUND SURFACE OF ALL TREES, STUMPS, BRUSH, UNDERGROWTH, HEDGES, HEAVY GROWTH OF GRASS OR WEEDS, FENCES, STRUCTURES, DEBRIS, RUBBISH, AND SUCH MATERIAL WHICH, IN THE OPINION OF THE ENGINEER, IS UNSUITABLE FOR THE FOUNDATION OF PAVEMENTS. ALL MATERIAL NOT SUITABLE FOR FUTURE USE ON SITE SHALL BE DISPOSED OF OFF SITE.
- H. THE CONTRACTOR SHALL MAINTAIN ALL DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE DRAINAGE IMPROVEMENTS ARE IN PLACE AND FUNCTIONING.
- I. ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BARRICADES, SAFETY DEVICES AND CONTROL OF TRAFFIC WITHIN AND AROUND THE CONSTRUCTION AREA.
- J. ALL AC PAVEMENT SHALL BE CUT TO A NEAT STRAIGHT LINE PARALLEL OR PERPENDICULAR TO THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING.
- K. THE CONTRACTOR(S) SHALL KEEP ALL AREAS OF CONSTRUCTION CLEAN AND FREE OF DEBRIS. AFTER CONSTRUCTION IS COMPLETE, THE GENERAL CONTRACTOR SHALL PROVIDE FINAL CLEAN UP.
- L. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS FOR ACCURACY PRIOR TO COMMENCING WITH THE WORK. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- M. THE CONTRACTOR SHALL CALL DIGLINE AND HAVE THE LOCATION OF EXISTING UTILITIES MARKED AT LEAST TWO WORKING DAYS PRIOR TO THE BEGINNING OF EXCAVATION. CONTACT OTHER UTILITY OWNERS WHICH DIGLINE DOES NOT MARK, TO HAVE THEM LOCATE THEIR FACILITIES.
- N. WHERE NO MATERIAL NOTES OCCUR, THE GRAPHIC MATERIAL INDICATION SHALL INDICATE MATERIAL TYPES AND ITEMS. SEE LEGEND ON THIS SHEET.
- O. ALL NEW CONSTRUCTION TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT ACCESSIBLE GUIDELINES (A.D.A.A.G.).
- P. UNLESS OTHERWISE INDICATED ALL DRAWINGS, NOTES WHICH DO NOT READ "NIC", "EXISTING", "EXISTING TO REMAIN", OR "BY OTHERS" SHALL INDICATE NEW WORK WHICH SHALL BE CONTRACTOR FURNISHED AND CONTRACTOR INSTALLED.
- Q. ALL MATERIALS FURNISHED ON OR FOR THE PROJECT MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE. CONTRACTORS MUST FURNISH PROOF THAT ALL MATERIALS INSTALLED ON THIS PROJECT MEET THIS REQUIREMENT IF REQUESTED BY THE AGENCY OR THE ENGINEER.
- R. ALL COSTS OF RETESTING PREVIOUSLY FAILED TESTS SHALL BE BACK CHARGED TO THE CONTRACTOR BY THE OWNER.
- S. ALL COSTS INCURRED IN CORRECTING DEFICIENT WORK SHALL BE TO THE CONTRACTOR. FAILURE TO CORRECT SUCH WORK WILL BE CAUSE FOR A STOP WORK ORDER AND POSSIBLE TERMINATION.
- T. THE CONTRACTOR IS RESPONSIBLE FOR FILING THE STORM WATER POLLUTION PREVENTION PLAN NOTICE OF INTENT (N.O.I.) PRIOR TO ANY CONSTRUCTION.
- U. ALL CONSTRUCTION ADDENDA, CHANGE ORDERS, OR DESIGN CLARIFICATIONS FOR THOSE ITEMS REGULATED BY THE CODES MUST BE SUBMITTED TO THE FIELD INSPECTOR FOR REVIEW AND APPROVAL PRIOR TO COMMENCING WITH ANY OF THE PROPOSED WORK RELATED TO THE FIELD CHANGE.
- V. CONTRACTOR SHALL WORK FROM AND HAVE ON SITE AT ALL TIMES ONLY STAMPED, AGENCY APPROVED, DRAWINGS FOR THIS PROJECT.
- W. IF FIELD GRADE ADJUSTMENTS ARE REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER.
- X. MANHOLE LIDS AND DRAINAGE STRUCTURES SHALL BE HS-25 TRAFFIC RATED.
- Y. ANY CHANGE FROM THE PLANS SHALL BE APPROVED BY THE ENGINEER.
- Z. EQUIPMENT AND MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
- AA. IF A CONFLICT EXISTS BETWEEN THE PLANS, SPECIFICATIONS, OR SOILS REPORT, THE CONTRACTOR SHALL CONTACT THE ARCHITECT/ENGINEER FOR CLARIFICATION PRIOR TO CONSTRUCTION.
- AB. SEE LANDSCAPE DRAWINGS FOR LAWN, SHRUB AND TREE PLANTING AND IRRIGATION SYSTEM.
- AC. SEE SITE ELECTRICAL PLAN FOR SITE LIGHTING, POWER, AND COMMUNICATION.
- AD. THE CONTRACTOR SHALL SUBMIT A SET OF RECORD DRAWINGS TO THE ENGINEER WITHIN FIVE WORKING DAYS AFTER THE COMPLETION OF WORK. RECORD DRAWINGS SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE JURISDICTION HAVING AUTHORITY.
- AE. SITE GRADING AND PREPARATION, PAVEMENT THICKNESSES, AND MATERIAL SPECIFICATIONS SHALL CONFORM TO THE RECOMMENDATIONS OF THE SOILS REPORT FOR THIS SITE PREPARED BY ALLWEST TESTING & ENGINEERING, DATED OCTOBER 31, 2017, STRATA FILE NO. 517-407G, AND TITLED "LIMITED GEOTECHNICAL EVALUATION."
- AF. CONTRACTOR SHALL OBTAIN ALL PERMITS NECESSARY TO COMPLETE HIS WORK.
- AG. THE CONTRACTOR SHALL CALL DIGLINE (1-208-342-1585) AND HAVE THE LOCATION OF EXISTING UTILITIES MARKED AT LEAST TWO WORKING DAYS PRIOR TO THE BEGINNING OF EXCAVATION.

CAPITOL BLVD.

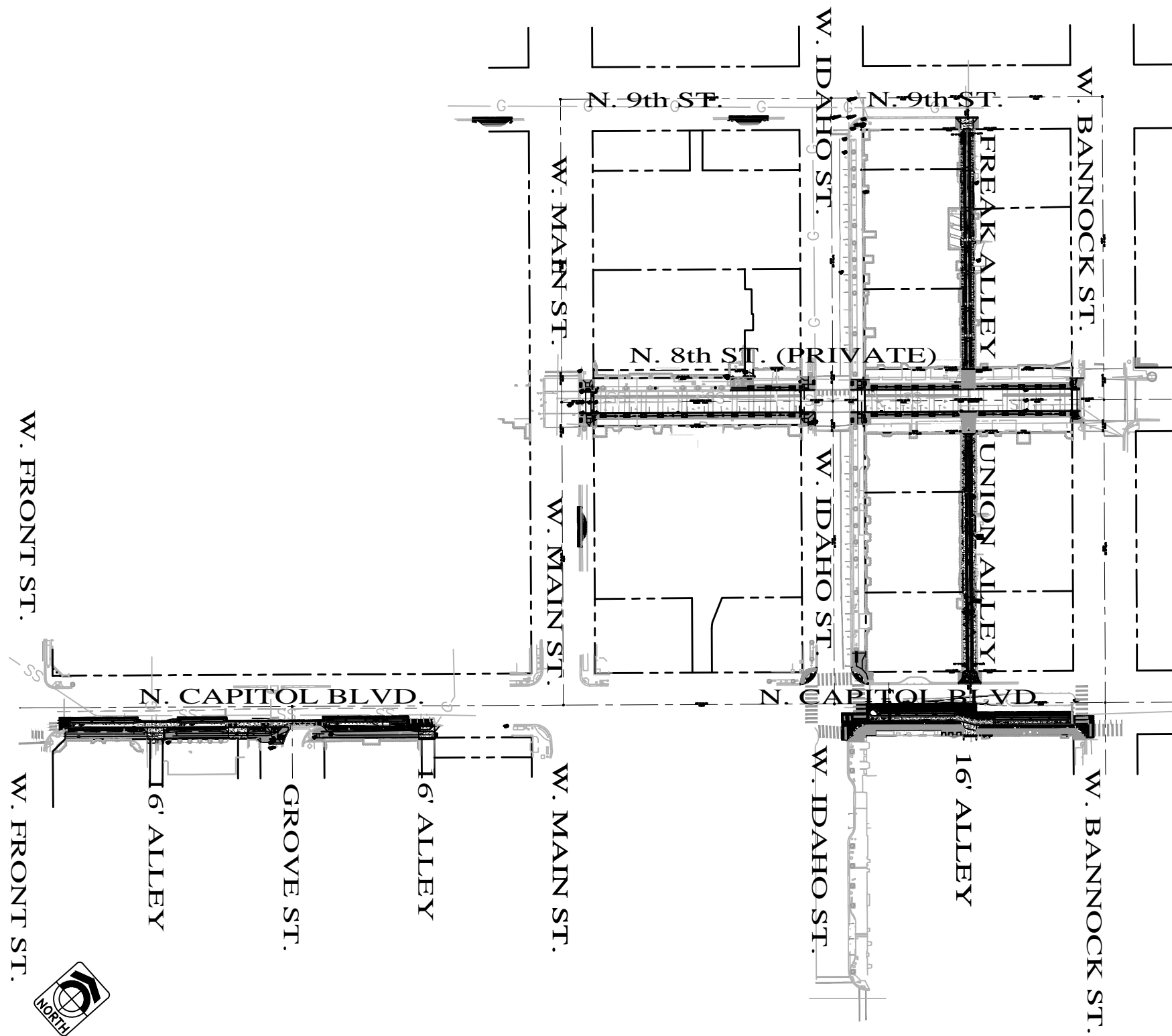
240 S. CAPITOL BLVD.

BOISE, IDAHO 83702

ACHD PAVEMENT REPAIR NOTE

- ACTUAL FIELD CONDITIONS DURING TRENCHING MAY REQUIRE ADDITIONAL PAVEMENT REPAIR BEYOND THE LIMITS SHOWN ON THE PLANS. THE FOLLOWING CONDITIONS ARE LISTED IN SECTION 6000 OF THE ACHD POLICY MANUAL.
- ALL ASPHALT MATCH LINES FOR PAVEMENT REPAIR SHALL BE PARALLEL TO THE CENTERLINE OF THE STREET AND INCLUDE ANY AREA DAMAGED BY EQUIPMENT DURING TRENCHING OPERATIONS.
 - IF THE CUMULATIVE DAMAGED PAVEMENT AREA EXCEEDS 50% OF THE TOTAL ROAD SURFACE, CONTRACTOR SHALL REPLACE THE ENTIRE ROADWAY SURFACE.
 - CONTRACTOR SHALL REPLACE THE PAVEMENT SURFACE TO ENSURE MATCH LINE DOES NOT FALL WITHIN THE WHEEL PATH OF A LANE. MATCH LINE SHALL ONLY FALL IN THE CENTER OR EDGE OF A TRAVEL LANE.
 - FLOWABLE FILL OR IMPORTED MATERIAL MAY BE REQUIRED IF THE NATIVE TRENCH MATERIAL IS DEEMED UNSUITABLE BY ACHD INSPECTOR, DOES NOT MEET COMPACTION STANDARDS OR TIME IS A CRITICAL FACTOR.
 - ANY EXCEPTIONS TO THESE RULES SHALL BE PRE-APPROVED IN WRITING BY DISTRICT STAFF BEFORE CONSTRUCTION BEGINS.

VICINITY MAP
(NOT TO SCALE)



MATERIALS & SYMBOL LIST

- PROPOSED ASPHALT
- PROPOSED RED CLAY PAVERS
- PROPOSED DARK CLAY PAVERS, RUNNING BOND PATTERN
- PROPOSED DARK CLAY PAVERS, HERRINGBONE PATTERN
- PROPOSED CONCRETE
- BIKE CORRAL
- URBAN ACCESSORIES TREE GRATE AND FRAME, 8'X4' KIVA MODEL
- SINGLE BEND BIKE RACK FROM KB FABRICATION AND WELDING, INC.
- TRASH RECEPTACLE
- PROPOSED LIGHT AND LIGHT POLE

CODE DATA
APPLICABLE BUILDING CODE: 2012 INTERNATIONAL BUILDING CODE (IBC)
AS ADOPTED BY THE CITY OF BOISE

PROJECT INFORMATION

THE PROJECT CONSTRUCTION OF STREESCAPE IMPROVEMENTS ON CAPITOL BOULEVARD FROM FRONT STREET TO BANNOCK STREET, STREESCAPE IMPROVEMENTS ON 8TH STREET FROM MAIN STREET TO BANNOCK STREET, AND IMPROVEMENTS IN BOTH FREAK AN UNION ALLEYS.

THE PROPOSED STREETScape IMPROVEMENTS PROJECT ON CAPITOL IS LOCATED ON THE SOUTHWEST SIDE OF CAPITOL FROM FRONT STREET TO GROVE STREET, FROM GROVE STREET TO A 16' ALLEY ALONG CAPITOL, AND ANOTHER PORTION FORM A DIFFERENT 16' ALLEY TO BANNOCK STREET. THE PROPOSED PROJECT WILL CONSIST OF REMOVING THE EXISTING REPLACING WITH NEW TREES AND TREES GRATES, REPAIRING AND REPAVING THREE CONCRETE ALLEY APPROACHES, NEW STREET LIGHTS, BIKE RACKS, TRASH RECEPTACLES, AND A PROTECTED BIKE LANE IN CAPITOL.

THE PROPOSED STREEScape PROJECT ON 8TH STREET IS LOCATED FROM MAIN STREET TO IDAHO STREET, ON THE SOUTH WEST SIDE IMPROVEMENTS WILL GO ALL THE WAY FROM MAIN TO IDAHO. ON THE NORTHEAST SIDE, THE IMPROVEMENTS WILL BE APPROXIMATELY 90' LINEAR FEET NEAR THE INTERSECTION OF IDAHO STREET AND 8TH STREET. FROM IDAHO STREET TO BANNOCK STREET BOTH SIDES OF 8TH STREET WILL BE IMPROVED. THE PROPOSED IMPROVEMENTS CONSIST OF REMOVING APPROXIMATELY 7' OF THE EXISTING PAVERS AND REPLACING WITH NEW PAVERS, REMOVING EXISTING TREES AND REPLACING WITH NEW TREES ON THE SOUTHWEST SIDE OF 8TH STREET FROM IDAHO TO BANNOCK, REMOVING EXISTING STREET LIGHTS AND REPLACING WITH NEW ONES, NEW BIKE RACKS/CORRALS, OVERHEAD INDUSTRIAL PENDANT LIGHTS, AND DETECTABLE WARNINGS.

PLANNING & ZONING
BOISE CITY PLANNING & ZONING
150 NORTH CAPITOL BLVD.
BOISE, ID. 83702
PHONE: (208) 384-3830

POWER
IDAHO POWER COMPANY
10790 WEST FRANKLIN ROAD
BOISE, ID. 83709
PHONE: (208) 388-2200

BUILDING DEPARTMENT
BOISE CITY BUILDING DEPARTMENT
150 NORTH CAPITOL BLVD.
BOISE, ID. 83702
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WATER
UNITED WATER IDAHO
8248 VICTORY ROAD
BOISE, ID. 83709
PHONE: (208) 362-7330

PUBLIC WORKS
BOISE CITY PUBLIC WORKS
150 NORTH CAPITOL BLVD.
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NATURAL GAS
INTERMOUNTAIN GAS COMPANY
555 SOUTH COLE ROAD
BOISE, ID. 83707
PHONE: (208) 377-6000

TELEPHONE
CENTURYLINK
350 N MILWAUKEE ST.
BOISE, ID. 83704
PHONE: (208) 378-1809

FIRE DEPARTMENT
BOISE CITY FIRE DEPARTMENT
150 NORTH CAPITOL BLVD.
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F: (208) 343-1858
CONTACT: JEFF WARD
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CONTACT: KYLE HEMLY
E-MAIL: KYLE.HEMLY@CSHQA.COM
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CMGC
GUHO CORP GENERAL CONTRACTORS
391 W. STATE STREET SUITE G
EAGLE, IDAHO 83616
P: (208) 938-8850
F: (208) 938-8928
CONTACT: ANTHONY GUHO
E-MAIL: ANTHONY@GUHOCORP.COM
http://www.guhocorp.com

OWNER
CAPITAL CITY DEVELOPMENT
CORP. (CCDC)
121 N. 9TH ST. SUITE 501
BOISE, ID. 83702
P: (208)384-4264
CONTACT: DOUG WOODRUFF &
MATT EDMOND
EMAIL: DWOODRUFF@CCDCBOISE.COM
MEDMOND@CCDCBOISE.COM

ELECTRICAL
CSHQA
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E-MAIL: AMY.DOCKTER@CSHQA.COM
http://www.cshqa.com

DRAWING INDEX

GENERAL

G01 COVER SHEET

CIVIL

C10 CAPITOL BLVD. DEMO PLAN
C11 CAPITOL BLVD. DEMO PLAN
C20 CAPITOL BLVD. SOUTH ESC PLAN
C21 CAPITOL BLVD. NORTH ESC PLAN
C50 PLAN AND PROFILE
C51 CAPITOL BLVD. PLAN AND PROFILE
C52 CAPITOL BLVD. PLAN AND PROFILE
C53 CAPITOL BLVD. PLAN AND PROFILE
C54 LOADING ZONE INFILLS

LANDSCAPE

L10 CAPITOL BLVD. LANDSCAPE PLAN
L11 CAPITOL BLVD. LANDSCAPE PLAN
L30 CAPITOL BLVD SILVA CELL PLAN
L50 CAPITOL BLVD IRRIGATION PLAN
L51 CAPITOL BLVD IRRIGATION PLAN
L61 CAPITOL BLVD SILVA CELL DETAILS
L70 CAPITOL BLVD DETAILS

ELECTRICAL

E01 SYMBOLS, ABBREVIATIONS, & SPECS
E02 HISTORICAL LIGHTS DETAILS
E11 ELECTRICAL DEMOLITION PLAN
E12 ELECTRICAL PLAN

BID SET
05/09/18

PROJECT
17081

DATE
04-30-18

DRAWN

CHECKED

REVISED

SHEET TITLE

COVER SHEET

SHEET

G01

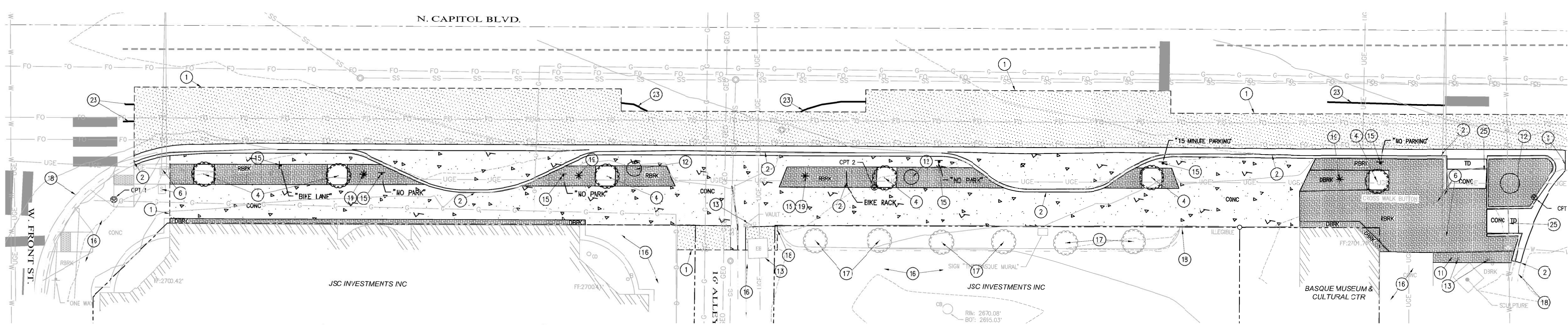
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24" x 36"

CENTRAL DISTRICT RENOVATION
BOISE, ID

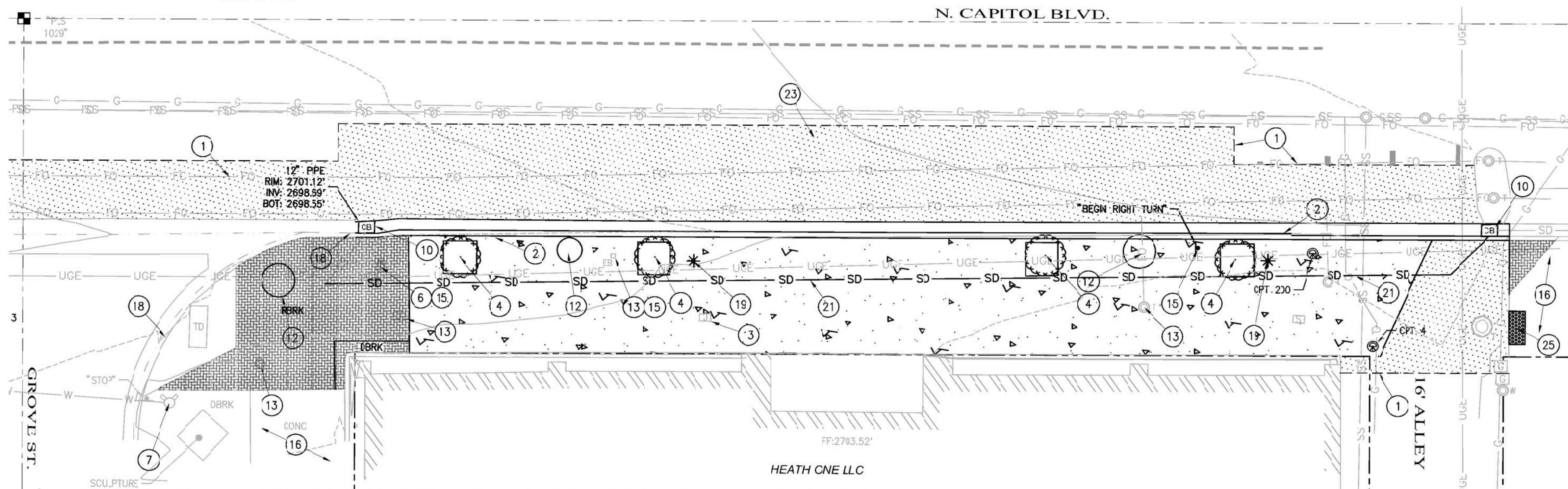
CSHQA

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1 CAPITOL BLVD. DEMO PLAN (FRONT ST. - GROVE ST.)



2 CAPITOL BLVD. DEMO PLAN (GROVE ST. - ALLEY)

LEGEND

- EXISTING CONCRETE TO BE REMOVED
- EXISTING ASPHALT TO BE REMOVED
- EXISTING PAVERS TO BE REMOVED

GENERAL NOTES:

A. SEE SHEET C0.0 FOR GENERAL NOTES.

SHEET NOTES:

- SAWCUT LINE, SHOWN APPROXIMATE. SAWCUT IN SIDEWALK SHALL BE MADE AT AN EXISTING JOINT.
- EXISTING CURB/CURB AND GUTTER/VALLEY GUTTER TO BE REMOVED.
- NOT USED.
- EXISTING TREE AND TREE GRATE/FRAME TO BE REMOVED.
- NOT USED.
- EXISTING SIGNAL POLE/LIGHT POLE AND ASSOCIATED APPURTENANCES TO REMAIN AND BE PROTECTED.
- EXISTING FIRE HYDRANT TO REMAIN AND BE PROTECTED.
- EXISTING PAVERS TO BE REMOVED.
- NOT USED.
- EXISTING CATCH BASIN TO BE REMOVED, RE: C50.
- DARK CONCRETE PAVERS TO REMOVED AND ADJUSTED TO MEET ADA REQUIREMENTS, RE: C50.
- EXISTING BIKE RACK/MOVEABLE PLANTER TO BE REMOVED.
- EXISTING UTILITY VAULT/BOX/LID/RM TO BE ADJUSTED TO MATCH FINISH GRADE. COORDINATE WITH UTILITY PRIOR TO ANY ALTERATION FOR REQUIREMENTS.
- NOT USED.
- EXISTING SIGN TO BE REMOVED.
- EXISTING IMPROVEMENTS TO REMAIN.
- EXISTING TREE TO REMAIN.
- EXISTING CURB/CURB AND GUTTER TO REMAIN.
- EXISTING STREET LIGHT AND ASSOCIATED APPURTENANCES TO BE REMOVED.
- EXISTING CATCH BASIN TO BE REMOVED.
- EXISTING STORM DRAIN LINE TO BE REMOVED AND REPLACED IN NEW LOCATION, RE: C50 AND C51.
- CATCH BASIN TO REMAIN AND BE PROTECTED.
- OBTERATE EXISTING STRIPING.
- NOT USED.
- EXISTING RAMP/DETECTABLE WARNING TO BE REMOVED.

DEMOLITION NOTES:

- EXISTING SITE INFORMATION AND LOCATION OF EXISTING SITE IMPROVEMENTS ARE PROVIDED BY FOX LAND SURVEYS, INC. "TOPOGRAPHIC SURVEY FOR CSHQA DATED 12/22/2017. THE EXISTING SITE INFORMATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS.
- THE CONTRACTOR SHALL CALL DIGNLE (1-206-342-1535) AND HAVE THE LOCATION OF EXISTING UTILITIES MARKED AT LEAST TWO WORKING DAYS PRIOR TO THE BEGINNING OF EXCAVATION.
- CONTRACTOR SHALL CALL THE UNDERGROUND UTILITY LOCATING SERVICE AND HAVE THEM MARK THE LOCATION OF EXISTING UTILITIES AT LEAST TWO WORKING DAYS PRIOR TO BEGINNING OF WORK.
- TYPE AND LOCATION OF EXISTING UTILITIES SHOWN IS BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND LOCATING ALL EXISTING UTILITIES PRIOR TO DEMOLITION AND EXCAVATION. COORDINATE WITH UTILITY COMPANIES AND ARCHITECT/ENGINEER FOR SCHEDULING OF DISCONNECTION AND FOR CAPPING PROCEDURES. COORDINATE ALL DISRUPTIONS WITH UTILITY SERVICES WITH ARCHITECT AND ADJACENT BUSINESSES THREE DAYS PRIOR TO SCHEDULED DISRUPTION.
- REMOVE ALL LOOSE SOIL FROM AREAS OF EXCAVATION AND FILL WITH APPROVED BACKFILL.
- DURING ALL PHASES OF DEMOLITION AND CONSTRUCTION, PRECAUTION SHALL BE TAKEN NOT TO INCONVENIENCE THE ADJOINING BUSINESSES AS REASONABLY POSSIBLE AND TO MAINTAIN UNINTERRUPTED ACCESS.
- CONTRACTOR SHALL PROVIDE PROPER CONSTRUCTION SIGNAGE/BARRICADES AT ROADWAYS AND APPROACHES IN ACCORDANCE WITH HIGHWAY DISTRICT REQUIREMENTS FOR DURATION OF WORK.
- EXISTING DEBRIS, ASPHALT, CONCRETE, AND DELETERIOUS MATERIAL, INCLUDING BUT NOT LIMITED TO CONCRETE FOOTINGS, AND UNDERGROUND UTILITIES TO BE REMOVED SHALL BE DISPOSED OF OFF-SITE AT THE CONTRACTOR'S EXPENSE. THE DEPRESSIONS LEFT BY REMOVAL SHALL BE BACKFILLED WITH CLEAN ENGINEERED FILL IN LAYERS NOT TO EXCEED 3 INCHES.
- THE CONTRACTOR SHALL COMPLETELY REMOVE THE EXISTING PAVED AREAS SPECIFIED. IN ADDITION, CONTRACTOR SHALL REMOVE UNDERGROUND UTILITIES AS IDENTIFIED ON THESE DRAWINGS, IN ACCORDANCE WITH ALL APPLICABLE AUTHORITIES HAVING JURISDICTION AND IN AN ORDERLY MANNER. COORDINATE REMOVAL AND CONSTRUCTION OF UTILITIES TO MAINTAIN UNINTERRUPTED SERVICE TO EXISTING FACILITIES.
- PERFORM ASPHALT STREET CUTS AND SURFACE REPAIRS PER ACHD REGULATIONS AND STANDARD SPECIFICATIONS. ANY DAMAGED ROADWAY PAVEMENT SHALL BE REPAIRED TO THE SATISFACTION OF ACHD.
- THIS PLAN SHOWS GENERAL DEMOLITION WORK TO BE PERFORMED AND DOES NOT RELIEVE THE CONTRACTOR FROM OTHER DEMOLITION WORK REQUIRED TO PRODUCE THE SITE MODIFICATIONS SHOWN ON THE REMAINING CONTRACT DOCUMENTS.
- ALL PAVEMENT REMOVAL SHALL BE SAWCUT WHERE INDICATED TO FORM A CLEAN EDGE AT THE LINE OF REMOVAL.
- ANY ADJUSTMENT TO EXISTING UTILITIES SHALL BE COORDINATED WITH THAT UTILITY.

CENTRAL DISTRICT RENOVATION BOISE, ID

CSHQA

BID SET
05/09/18

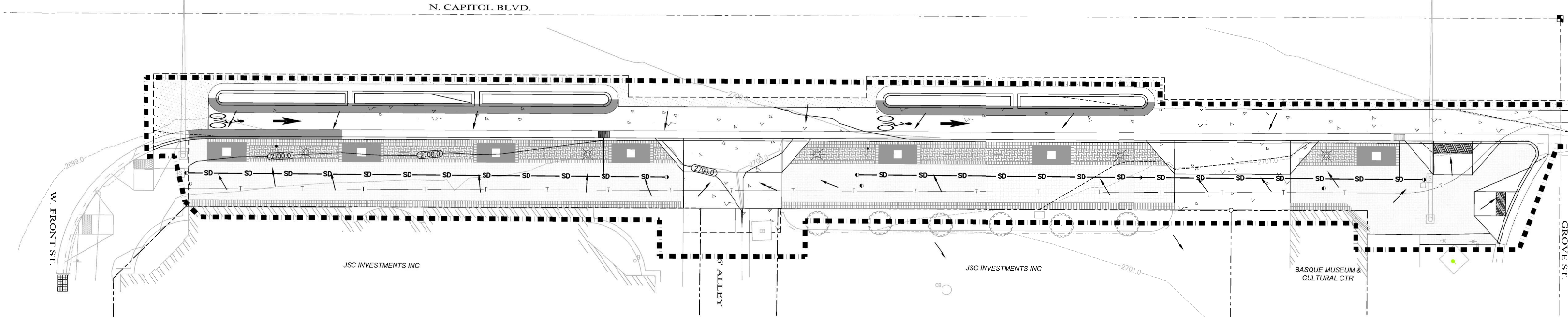
PROJECT	DATE
17081	04-30-18
DRAWN	CHECKED
JPN	JTW

SHEET TITLE
CAPITOL BLVD.
DEMO
PLAN

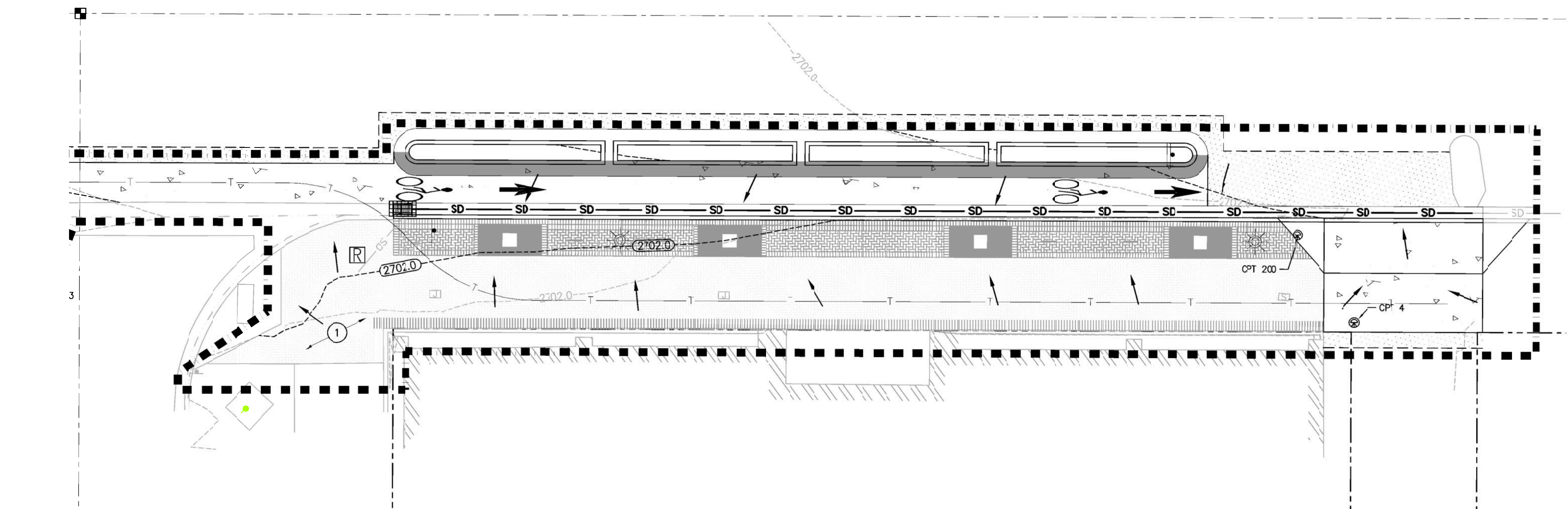
SHEET
C10
ORIGINAL SHEET SIZE
24" x 36"

JEFF T. WARD, P.E.
200 BROAD STREET
BOISE, IDAHO
PHONE: 208-343-4635 FAX: 208-343-1858
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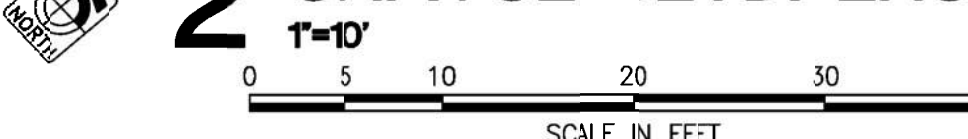




1 CAPITOL BLVD. EROSION & SEDIMENT CONTROL PLAN (FRONT ST. - GROVE ST.)



2 CAPITOL BLVD. EROSION & SEDIMENT CONTROL PLAN (GROVE ST. - ALLEY)



- ### EROSION CONTROL NOTES:
- A. ALL WORK ASSOCIATED WITH STABILIZING THE DISTURBED AREAS SHALL BE IN ACCORDANCE WITH THE CITY OF BOISE CONSTRUCTION SITE EROSION CONTROL & SEDIMENT CONTROL PROGRAM AND FIELD MANUAL.
 - B. CONTRACTOR OR DESIGNATED PERSON SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES, IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS.
 - C. THE IMPLEMENTATION OF THESE EROSION AND SEDIMENT CONTROL PLANS AND CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE EROSION AND SEDIMENT CONTROL PLAN FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED BY THE LOCAL JURISDICTION, AND VEGETATION/LANDSCAPING IS ESTABLISHED. THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTENANCE AFTER THE PROJECT IS APPROVED.
 - D. THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THIS PLAN SHALL BE CLEARLY MARKED IN THE FIELD PRIOR TO CONSTRUCTION. DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE BEYOND THE CLEARING LIMITS SHALL BE PERMITTED. THE MARKINGS SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF CONSTRUCTION.
 - E. THE EROSION AND SEDIMENT CONTROL FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER AS TO INSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DOES NOT ENTER THE DRAINAGE SYSTEM, ROADWAYS, ADJACENT OPEN WATER SURFACES OR VIOLATE APPLICABLE WATER STANDARDS.
 - F. THE EROSION AND SEDIMENT CONTROL FACILITIES SHOWN ON THIS PLAN ARE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING CONSTRUCTION PERIOD, THESE EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DOES NOT LEAVE THE SITE.
 - G. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAVING. THE CLEANING OPERATIONS SHALL NOT FLUSH SEDIMENT-LADEN WATER INTO THE DOWNSTREAM SYSTEM.
 - H. STORM DRAIN INLETS, BASINS, AND AREA DRAINS SHALL BE PROTECTED UNTIL PAVEMENT SURFACES ARE COMPLETED AND/OR VEGETATION IS RE-ESTABLISHED.
 - I. PAVEMENT SURFACES AND VEGETATION ARE TO BE PLACED AS RAPIDLY AS POSSIBLE.
 - J. CONCRETE WASHOUT MUST BE CONTAINED IN AN ABOVE GROUND CONTAINER PER IDEQ STORM WATER BMP #13.

- ### EROSION CONTROL NOTES CONT'D:
- STOCKPILED TOPSOIL NOTES:
- K. STOCKPILES SHALL BE STABILIZED (WITH PLASTIC COVERING OR OTHER APPROVED DEVICE) DAILY BETWEEN NOVEMBER 1 AND MARCH 31.
 - L. IN ANY SEASON, SEDIMENT LEACHING FROM STOCKPILES MUST BE PREVENTED.
- STORM WATER NOTES:
- M. OPERATORS ARE RESPONSIBLE TO PREPARE AND FILE A NOTICE OF INTENT (NOI) AS REQUIRED BY THE EPA AND DEVELOP A PROJECT SPECIFIC STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
 - N. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF BOISE STANDARDS AND THE CITY OF BOISE CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL PROGRAM AND FIELD MANUAL.
 - O. SHOULD THE TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES AS SHOWN ON THIS DRAWING NOT PROVE ADEQUATE TO CONTROL EROSION AND SEDIMENTATION, THE CONTRACTOR SHALL INSTALL ADDITIONAL FACILITIES AS NECESSARY TO PROTECT ADJACENT PROPERTIES, SENSITIVE AREAS, NATURAL WATER COURSES, AND/OR STORM DRAINAGE SYSTEMS.
 - P. THE CONTRACTOR SHALL CALL DIGLINE (1-208-342-1585) AND HAVE THE LOCATION OF EXISTING UTILITIES MARKED A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATIONS.
 - Q. ALL EROSION CONTROL AND STORM WATER FACILITIES SHALL BE REGULARLY INSPECTED AND MAINTAINED BY THE CONTRACTOR DURING CONSTRUCTION.
 - R. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN STREET USE AND OTHER RELATED OR REQUIRED PERMITS PRIOR TO ANY CONSTRUCTION ACTIVITY IN THE MUNICIPALITY'S RIGHT-OF-WAY. IT SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL ABIDE BY ALL REQUIREMENTS FOR TRAFFIC CONTROL AND SAFETY WHEN WORKING IN THE ROAD RIGHT-OF-WAY.
 - S. AT NO TIME SHALL MORE THAN ONE-HALF (1/2) FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A PROTECTED CATCH BASIN. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PROJECT COMPLETION. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT-LADEN WATER INTO THE DOWNSTREAM SYSTEM.

- ### GENERAL NOTES:
- A. SEE ESC NARRATIVE FOR IDEQ STORM WATER BNPS #31, #34, AND #35.
 - B. CONSTRUCTION PARKING SHALL BE LOCATED ON EXISTING FACILITIES.

- ### LEGEND:
- AREA OF ACTIVE CONSTRUCTION/CONTRACT LIMIT LINE
 - DRAINAGE ARROWS
 - R PORTABLE TOILET
 - STORM DRAIN INLET PROTECTION PER IDEQ STORM WATER BMP #31

- ### SHEET NOTES:
- 1. DESIGNATED AREA FOR WASHOUT'S.

EROSION AND SEDIMENT CONTROL
DESIGNERS CERTIFICATION

Jeff Ward

JEFF WARD
CON07-00082
license number

CENTRAL DISTRICT RENOVATION

BOISE, ID

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www.cshqa.com

BID SET

05/09/18

PROJECT	DATE
17081	04-30-18
DRAWN	CHECKED
JPN	JTW

REVISED

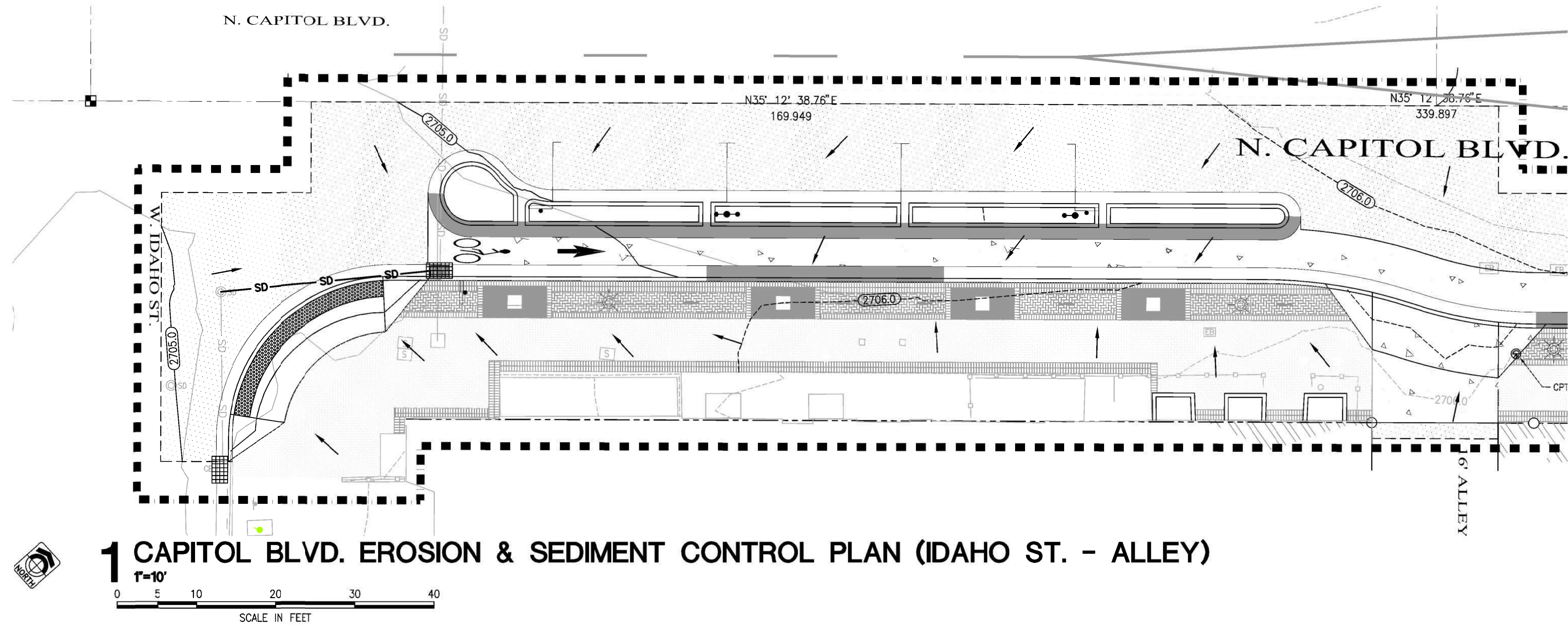
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CAPITOL SOUTH ESC PLAN

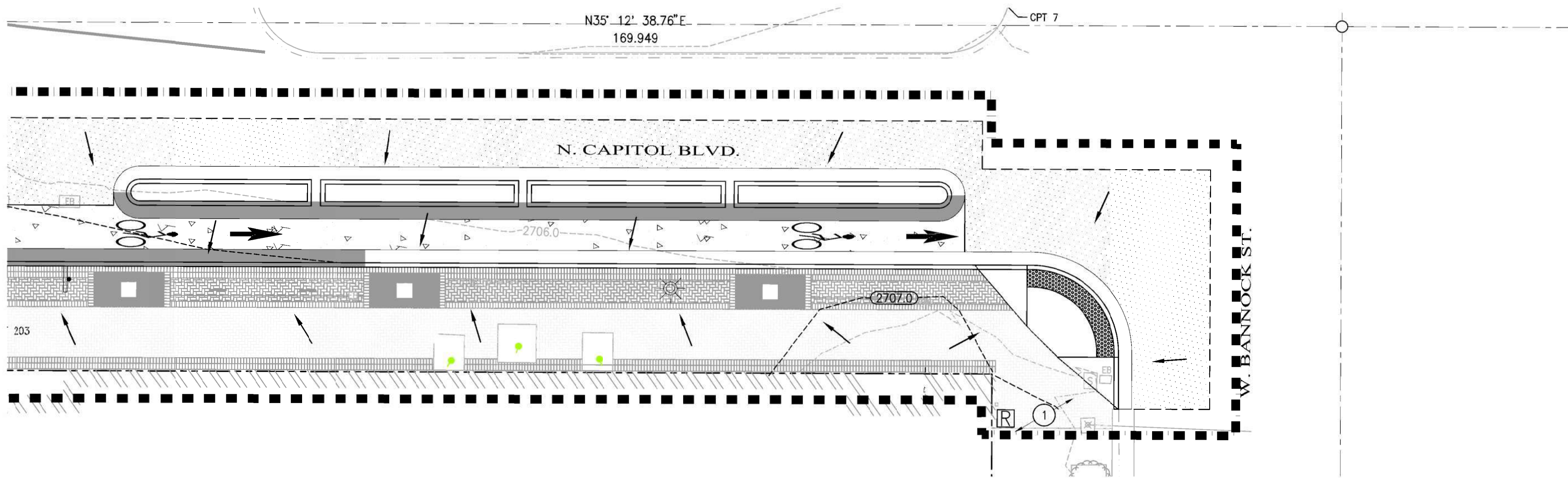
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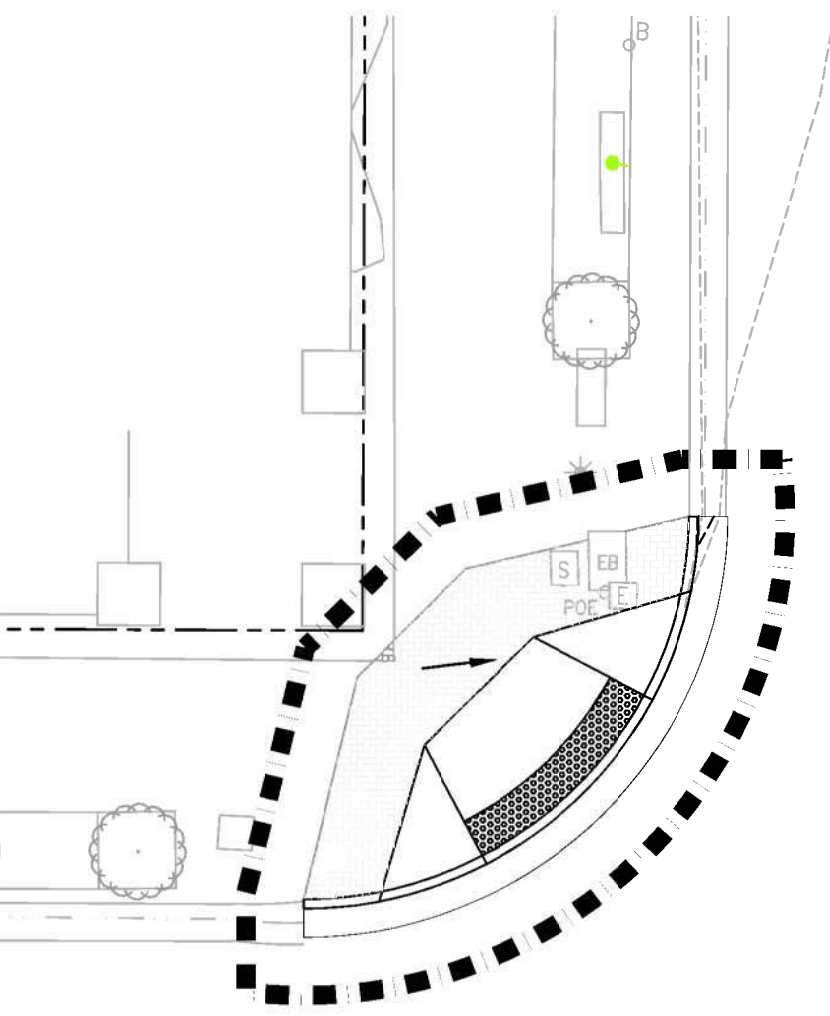
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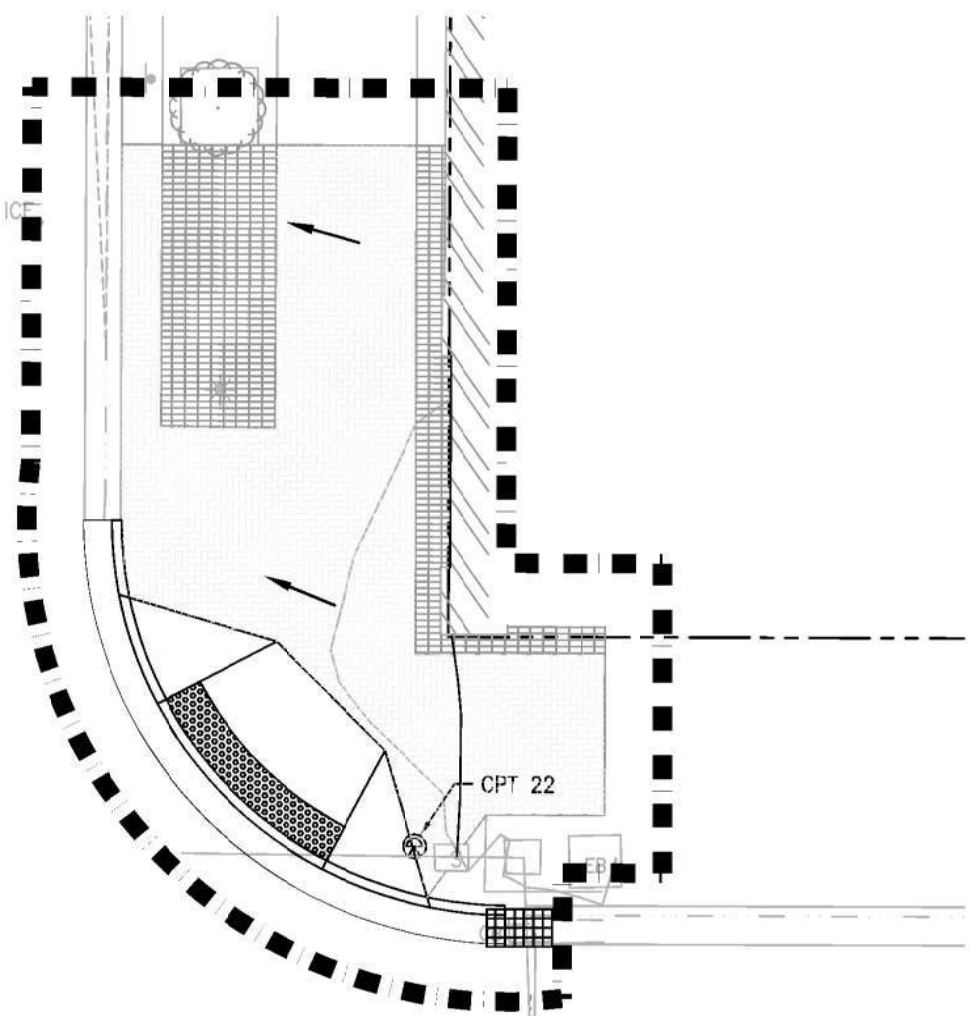
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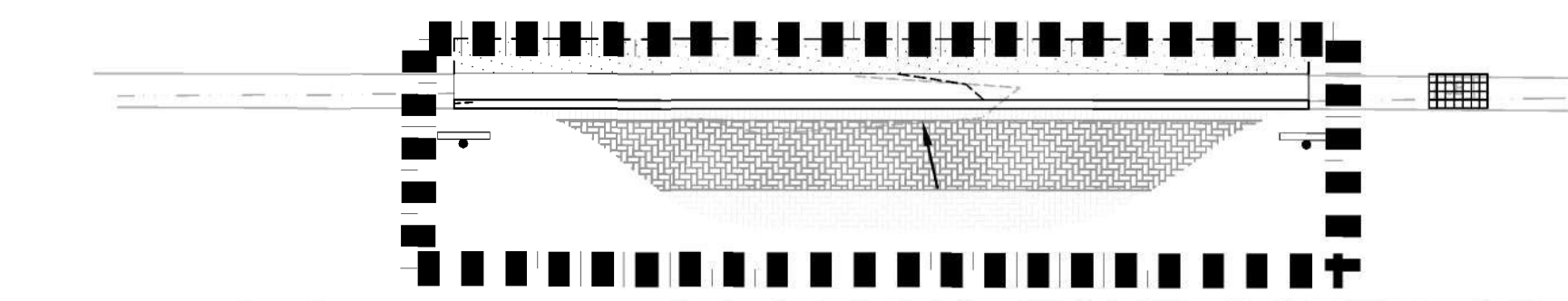
2 CAPITOL BLVD. EROSION & SEDIMENT CONTROL PLAN (ALLEY - BANNOCK ST.)



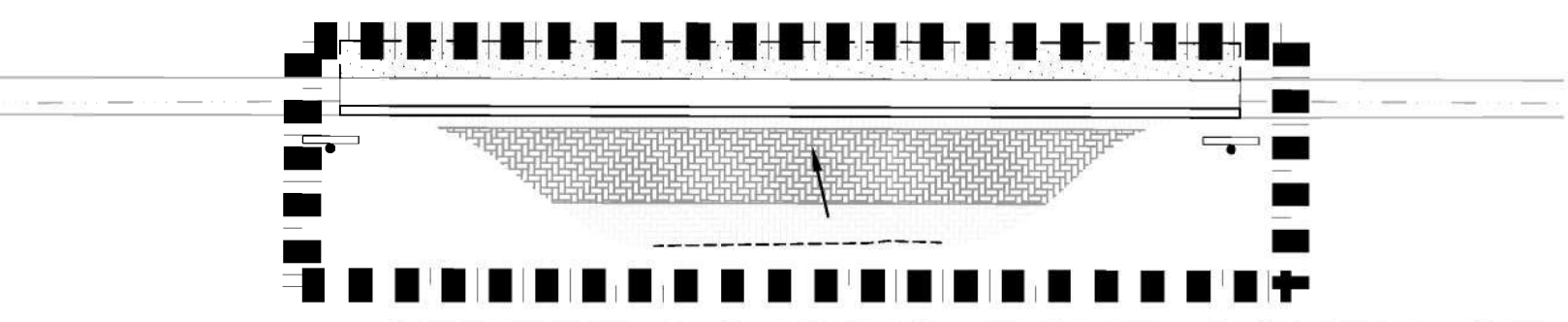
3 CAPITOL AND IDAHO RAMP PLAN (WEST SIDE)



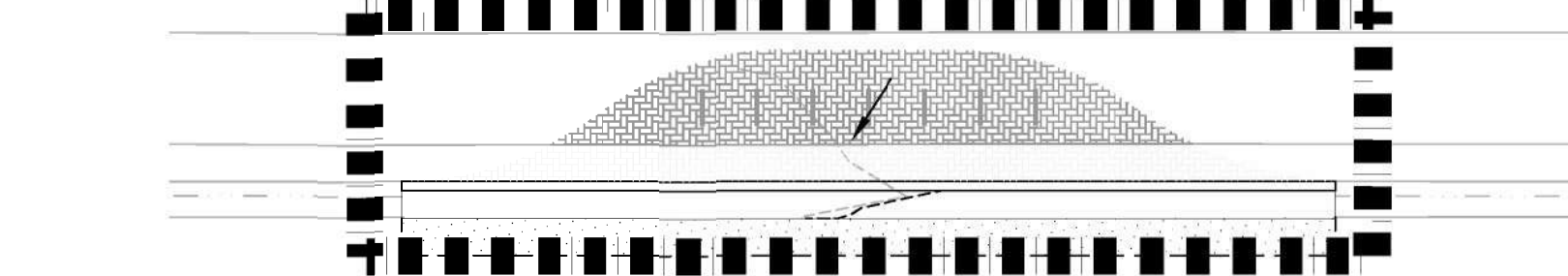
N. CAPITOL BLVD.



4 9TH STREET LOADING ZONE SOUTH OF MAIN



5 9TH STREET LOADING ZONE SOUTH OF IDAHO



6 MAIN ST LOADING ZONE BETWEEN 8TH AND CAPITOL

GENERAL NOTES:

- A. SEE ESC NARRATIVE FOR IDEQ STORM WATER BMPs #31, #34, AND #35.
- B. CONSTRUCTION PARKING SHALL BE LOCATED ON EXISTING FACILITIES.

LEGEND:

- AREA OF ACTIVE CONSTRUCTION/CONTRACT LIMIT LINE
- DRAINAGE ARROWS
- PORTABLE TOILET
- STORM DRAIN INLET PROTECTION PER IDEQ STORM WATER BMP #31

SHEET NOTES:

- 1. DESIGNATED AREA FOR WASHOUTS.

EROSION AND SEDIMENT CONTROL
DESIGNERS CERTIFICATION

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JEFF WARD
CON07-00082
license number

CENTRAL DISTRICT RENOVATION

BOISE, ID

CSHQ

BID SET
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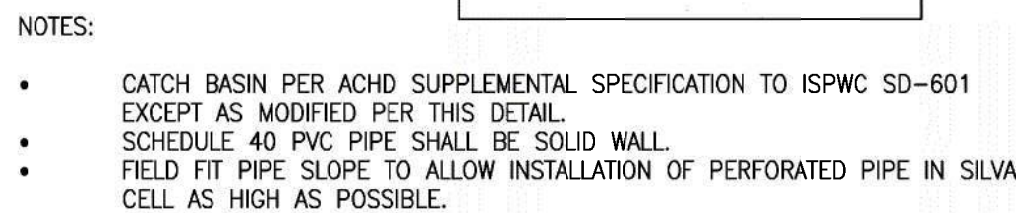
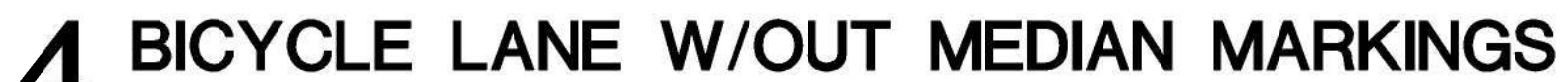
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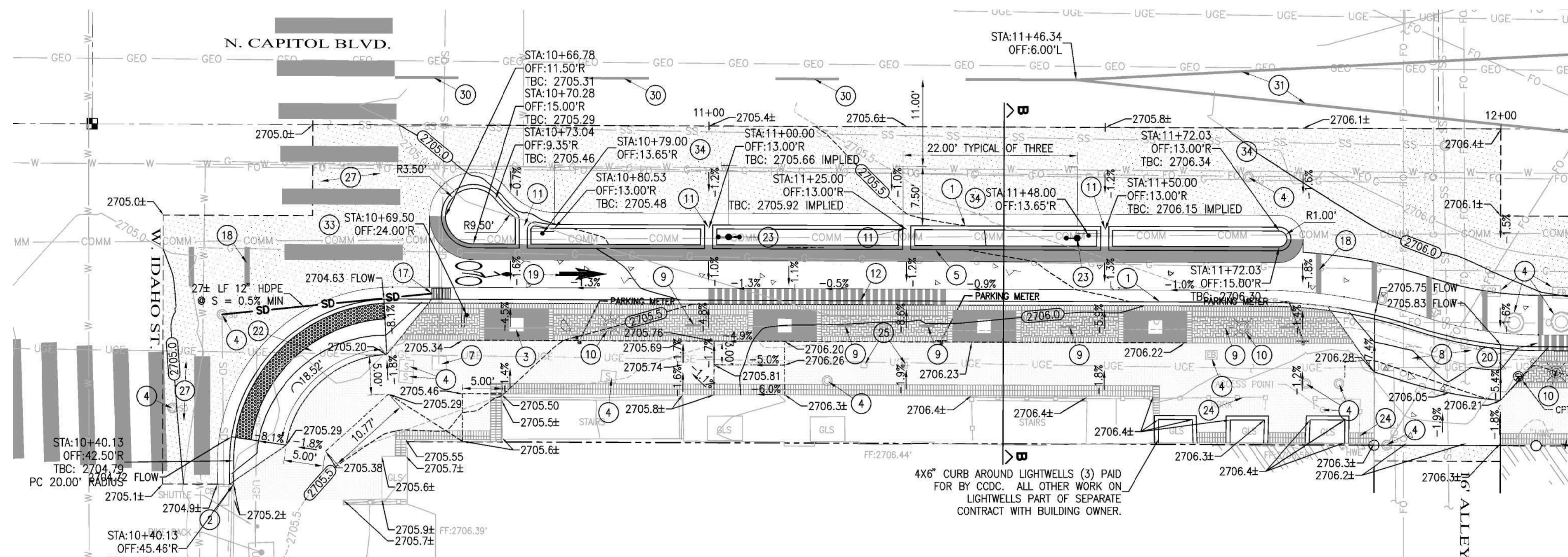
SHEET TITLE
CAPITOL
NORTH ESC
PLAN

SHEET
C21
ORIGINAL SHEET SIZE
24" x 36"

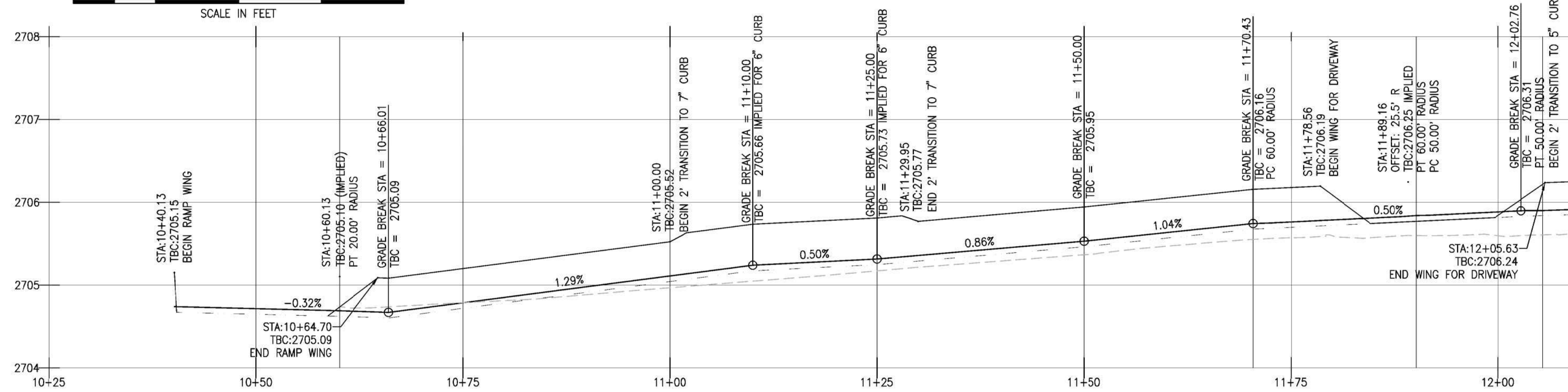
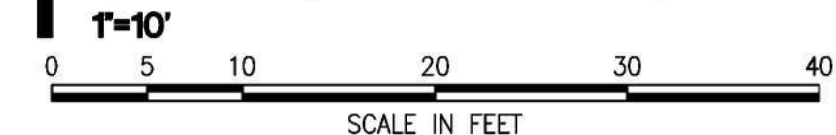
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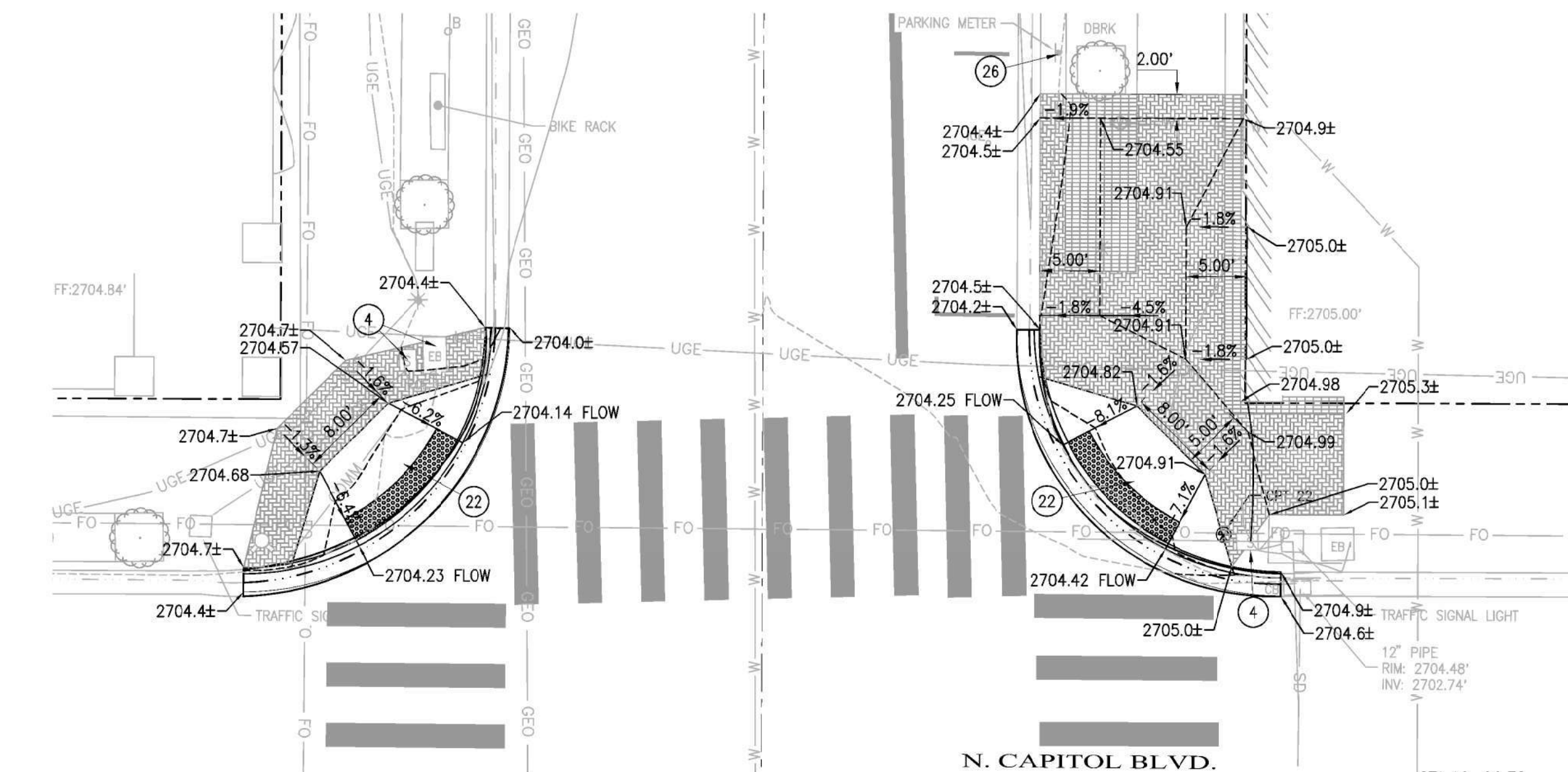
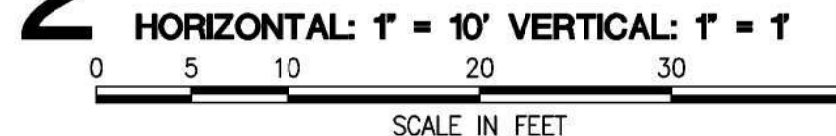
ORIGINAL SHEET SIZE
24" x 36"



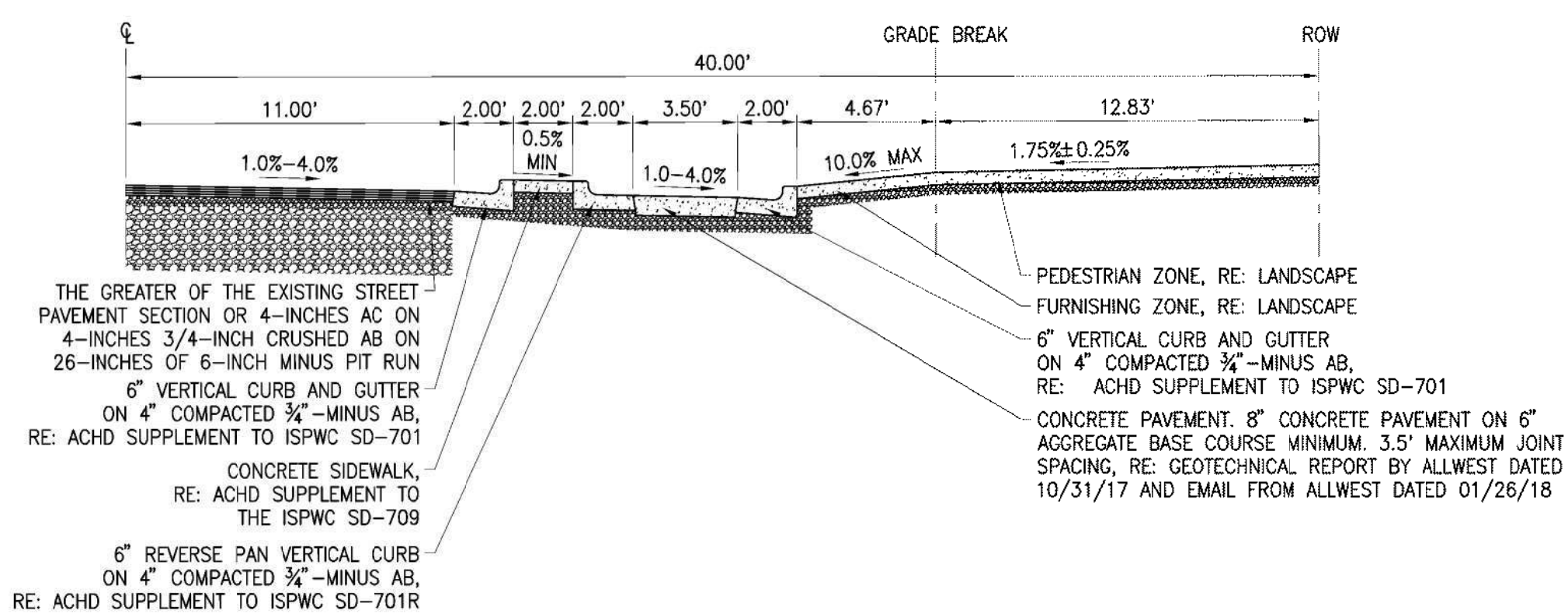
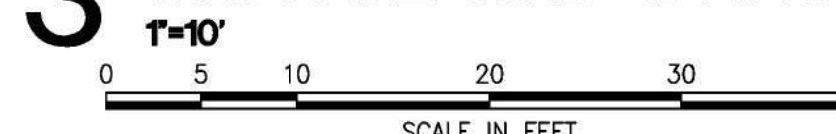
1 CAPITOL BLVD. GRADING & DRAINAGE PLAN (IDAHO ST - ALLEY)



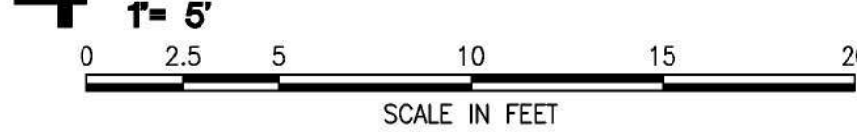
2 CAPITOL BLVD. PROFILE (IDAHO ST. - ALLEY)



3 CAPITOL AND IDAHO RAMP PLAN (WEST SIDE)



4 SECTION B



GENERAL NOTES

- FOR GENERAL NOTES SEE DRAWING C0.0.
- ALL WORK IN ROW SHALL BE IN ACCORDANCE WITH CURRENT ACHD STANDARDS AND THE ISPMC STANDARDS. NO EXCEPTIONS TO DISTRICT POLICY, STANDARDS, AND THE ISPMC WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE DISTRICT.
- ANY CHANGE FROM THE PLANS SHALL BE APPROVED BY THE ENGINEER.
- ALL ASPHALT REPAIR PER ISPMC SD-301, SD-303, AND SD-806.
- IF FIELD GRADE ADJUSTMENTS ARE REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER.
- THE MAXIMUM CROSS SLOPE OF ANY SIDEWALK OR RAMP SHALL BE 2%.
- UNLESS ELEVATIONS AND/OR CONTOURS ARE OTHERWISE SHOWN, NEW ASPHALT MUST BE PLACED TO ALLOW FOR POSITIVE DRAINAGE TO CURB, GUTTER, AND OTHER RUNOFF COLLECTION DEVICES. NEW ASPHALT SLOPE TO BE MIN. 1.5% AND MAX. 5%, UNLESS OTHERWISE INDICATED OR DIRECTED BY THE ARCHITECT/ENGINEER.
- WATER VALVES, BLOW-OFFS, CLEANOUTS, AND MANHOLES SHALL BE PLACED SO AS TO NOT CONFLICT WITH ANY CURB, GUTTER, SIDEWALK, OR OTHER REQUIRED IMPROVEMENTS.
- THE EXISTING SITE INFORMATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS.
- REFER TO TOPOGRAPHIC SURVEY FOR PROJECT BENCHMARK.
- SEE LANDSCAPE PLAN FOR ADDITIONAL INFORMATION IN THE FURNISHING ZONE, PAVER SECTIONS, AND SILVA CELLS.

LEGEND:

- CAPITOL STREET SECTION: THE GREATER OF THE EXISTING STREET PAVEMENT SECTION OR 4-INCHES AC, 4-INCHES 3/4-INCH CRUSHED AB, AND 26-INCHES OF 6-INCH MINUS PIT RUN
- PAVERS, RE: LANDSCAPE DRAWINGS
- CONCRETE, RE: C52-4
- TOP BACK OF CURB ELEVATION OR PAVEMENT/CONCRETE ELEVATION UNLESS OTHERWISE NOTED

SHEET NOTES:

- 6" CONCRETE CURB AND GUTTER PER THE ACHD SUPPLEMENT TO THE ISPMC SD-701. ANY NEW ASPHALT REQUIRED TO PATCH REQUIRES A 2' MINIMUM CUT AND SHALL SLOPE BETWEEN 1% AND 4%.
- TRANSITION TO MATCH EXISTING CURB AND GUTTER SECTION OVER 2'.
- TREE GRATE (TYP), RE: L70-1.
- ADJUST EXISTING UTILITY BOX/LID/RIM/VAULT TO MATCH FINISHED GRADE. COORDINATE WITH UTILITY PRIOR TO ANY ALTERATION FOR REQUIREMENTS.
- 6" REVERSE PAN VERTICAL CURB PER THE ACHD SUPPLEMENT TO THE ISPMC SD-701R, TRANSITION OVER 2 FEET.
- NOT USED.
- ADJUST LIGHT/SIGNAL/CROSS WALK BUTTON POLE BASE AS REQUIRED TO MEET FINISHED GRADE, COORDINATE WITH UTILITY PRIOR TO ANY ALTERATION FOR REQUIREMENTS.
- DRIVEWAY PER THE ACHD SUPPLEMENT TO THE ISPMC SD-710.
- BIKE RACK RE: L70-13.
- STREET LIGHT RE: ELECTRICAL DRAWINGS
- PROVIDE 1' WIDE GAP IN RAISED MEDIAN FOR DRAINAGE.
- 7" CONCRETE CURB AND GUTTER SIMILAR TO THE ACHD SUPPLEMENT TO THE ISPMC SD-701 (ADD ONE INCH TO CURB HEIGHT).
- NOT USED.
- NOT USED.
- NOT USED.
- NOT USED.
- INLET CATCH BASIN TYPE I PER THE ACHD SUPPLEMENT TO THE ISPMC SD-601. RIM = 2704.61, INVERT IN/OUT = 2702.61.
- BIKE LANE MARKINGS, TYP, RE: C51-4. PLACEMENT IN ACCORDANCE WITH MUTCD INTERIM APPROVAL 1A-14. MINIMUM SPACING 6'.
- BIKE LANE SYMBOL AND ARROW PER 2009 MUTCD FIGURE 9C-3-B. USE WHITE REFLECTORIZED PAINT PER ACHD SPECIFICATIONS.
- 5" CONCRETE CURB AND GUTTER SIMILAR TO THE ACHD SUPPLEMENT TO THE ISPMC SD-701 (SUBTRACT ONE INCH FROM CURB HEIGHT).
- NOT USED.
- NOT USED.
- RELOCATED PARKING METER, COORDINATE WITH THE CITY OF BOISE.
- REINSTALL EXISTING PATIO FENCING.
- ADJUST EXISTING PUBLIC ART CANOPY TO NEW FINISHED GRADE ELEVATION.
- INSTALL ADA ACCESSIBLE PARKING SIGN ADJACENT TO METER AND PAINT CURB ADJACENT TO STALL BLUE.
- PAVEMENT STRIPING TO MATCH EXISTING.
- NOT USED.
- 4" DASHED WHITE LINE PER ACHD STANDARDS.
- 4" SOLID WHITE LINE PER ACHD STANDARDS.
- NOT USED.
- INSTALL R3-17 "BIKE LANE" SIGN.
- INSTALL R7-1R "NO PARKING" SIGN.
- NOT USED.



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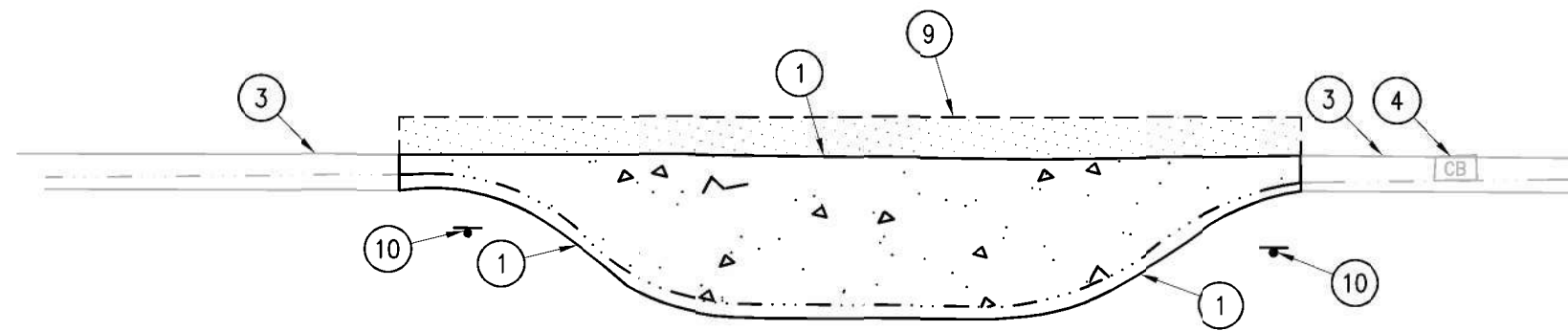
CENTRAL DISTRICT RENOVATION
BOISE, ID
CSHQA

BID SET
05/09/18

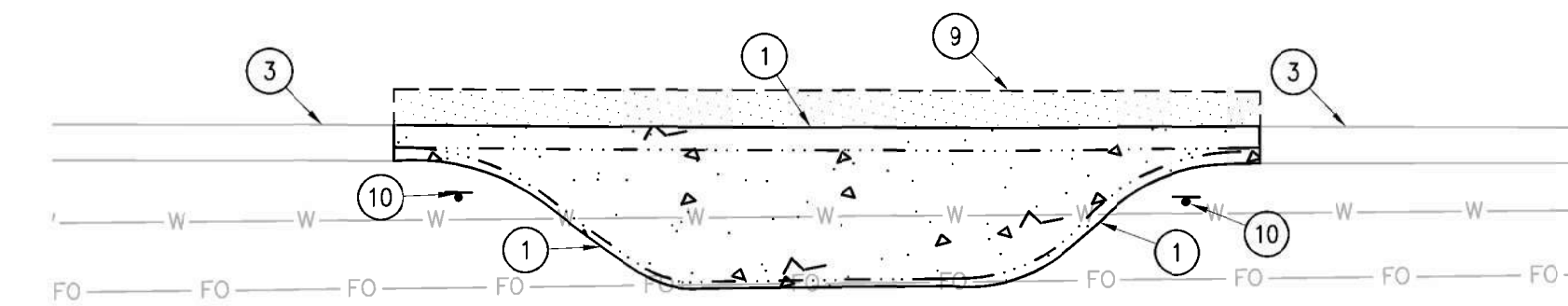
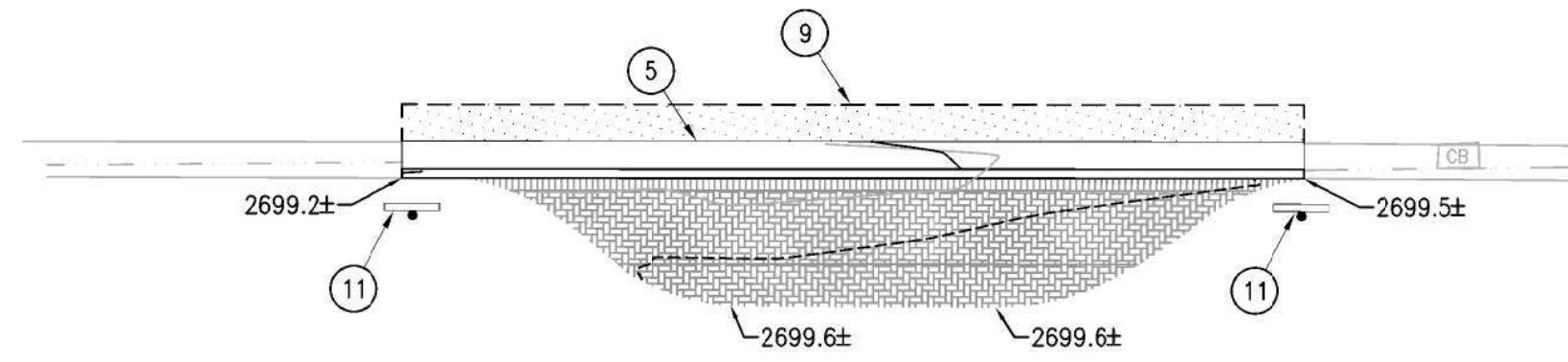
PROJECT	DATE
17081	04-30-18
DRAWN	CHECKED
JPN	JTW

SHEET TITLE
CAPITOL BLVD.
PLAN AND
PROFILE

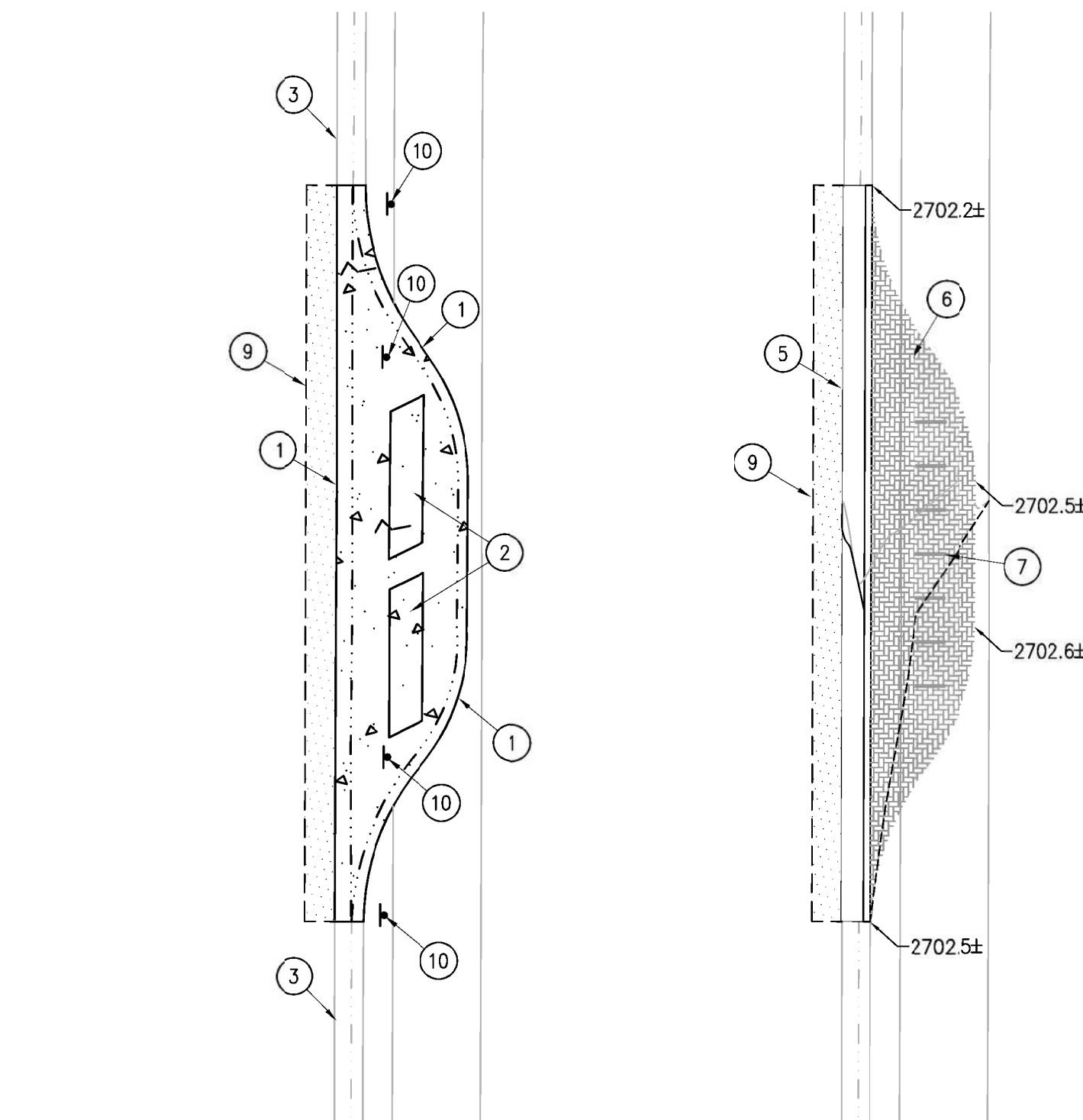
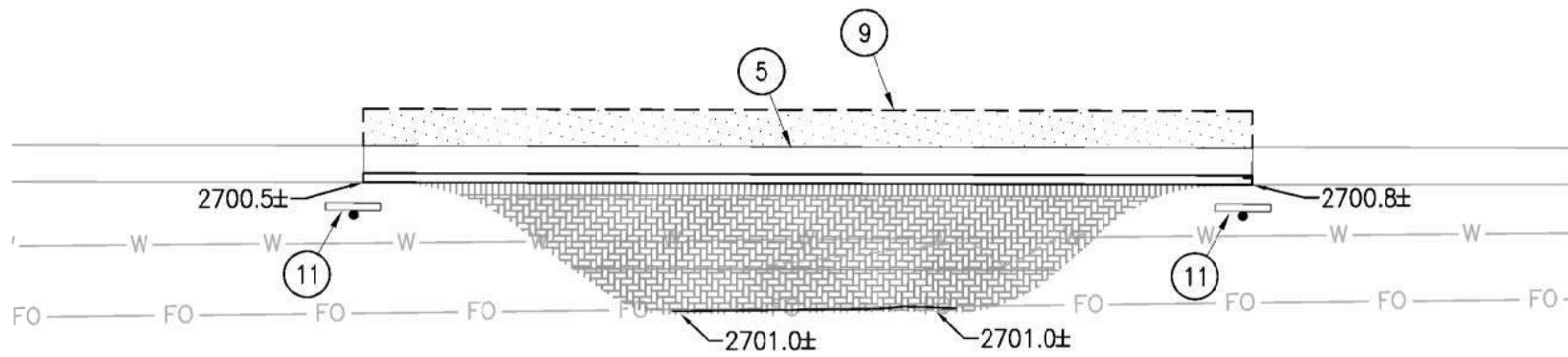
SHEET
C52
ORIGINAL SHEET SIZE
24" x 36"



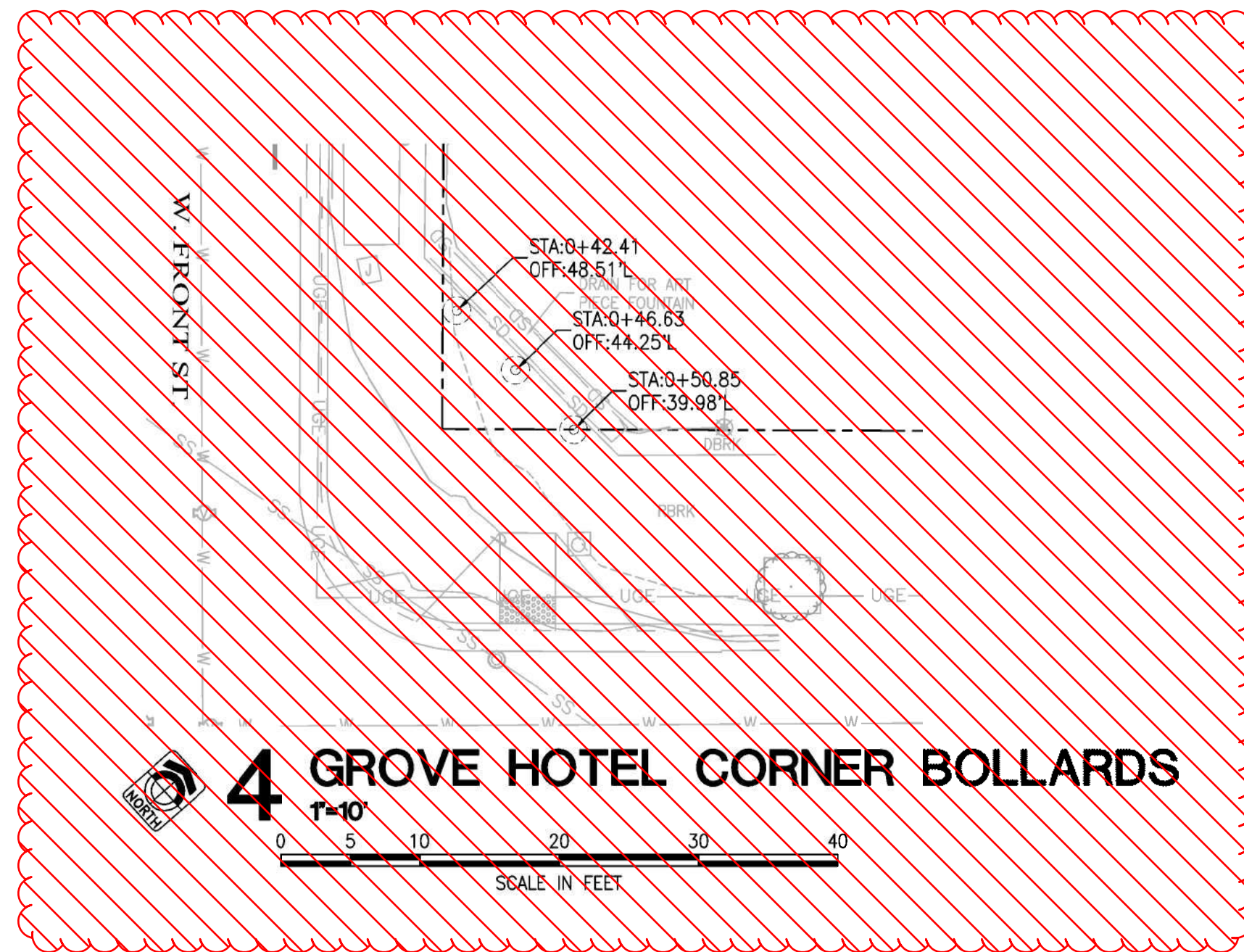
1 9TH STREET LOADING ZONE SOUTH OF MAIN
1"=10'
0 5 10 20 30 40
SCALE IN FEET



2 9TH STREET LOADING ZONE SOUTH OF IDAHO
1"=10'
0 5 10 20 30 40
SCALE IN FEET



3 MAIN ST LOADING ZONE BETWEEN 8TH AND CAPITOL
1"=10'
0 5 10 20 30 40
SCALE IN FEET



4 GROVE HOTEL CORNER BOLLARDS
1"=10'
0 5 10 20 30 40
SCALE IN FEET

GENERAL NOTES:

- SEE SHEET C00 FOR GENERAL NOTES.
- SEE SHEET C10 FOR DEMOLITION NOTES AND TREE PROTECTION NOTES.
- ALL WORK IN ROW SHALL BE IN ACCORDANCE WITH CURRENT ACHD STANDARDS AND THE ISPCW STANDARDS. NO EXCEPTIONS TO DISTRICT POLICY, STANDARDS, AND THE ISPCW WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE DISTRICT.
- ANY CHANGE FROM THE PLANS SHALL BE APPROVED BY THE ENGINEER.
- ALL ASPHALT REPAIR PER ISPCW SD-301, SD-303, AND SD-806.
- IF FIELD GRADE ADJUSTMENTS ARE REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER.
- THE EXISTING SITE INFORMATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS.
- REFER TO TOPOGRAPHIC SURVEY FOR PROJECT BENCHMARK.

LEGEND

- EXISTING CONCRETE TO BE REMOVED
- PAVERS, RE: SHEET NOTE 6

SHEET NOTES:

- EXISTING CURB AND GUTTER OR VALLEY GUTTER TO BE REMOVED.
- EXISTING BIKE RACK/MOVEABLE PLANTER TO BE REMOVED. BIKE RACKS TO BE RETURNED TO CCDC, CONTACT BEN HOUPIT 208-384-4264.
- EXISTING CURB/CURB AND GUTTER TO REMAIN.
- CATCH BASIN TO REMAIN AND BE PROTECTED.
- 6" CONCRETE CURB AND GUTTER PER THE ACHD SUPPLEMENT TO THE ISPCW SD-701. ANY NEW ASPHALT REQUIRED TO PATCH REQUIRES A 2' MINIMUM CUT AND SHALL SLOPE BETWEEN 1% AND 4%.
- INSTALL NEW FURNISHING ZONE PAVERS TO MATCH EXISTING CONFIGURATION AND ALIGNMENT OF ADJACENT FURNISHING ZONES. INSTALL OWNER PROVIDED "I" BRICK PAVERS TO INFILL SIDEWALK FIELD. RE: L70-5.
- INSTALL SEVEN BIKE RACKS AT 3' OC PER CITY OF BOISE STREETSCAPE STANDARDS, RE: L70-13.
- HISTORICAL BOLLARDS PER CCDC STANDARDS LOCATED 6' OC AND ADJACENT TO DRAINAGE AREA FOR WATER FEATURE.
- SAWCUT LINE FOR 2' MIN ASPHALT PATCH BACK. NEW PAVEMENT SLOPE SHALL BE BETWEEN 1% AND 4%.
- EXISTING SIGN ASSOCIATED WITH LOADING ZONE TO BE REMOVED.
- INSTALL R7-6 "NO PARKING LOADING ZONE" SIGN. PAINT CURB YELLOW BETWEEN SIGNS.



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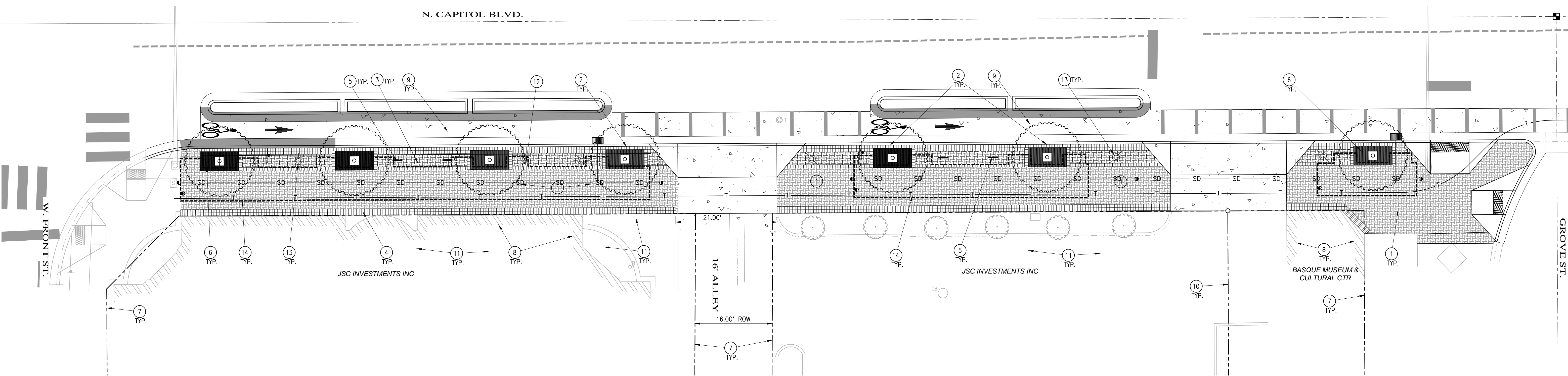
BID SET
05/09/18

PROJECT
17081
DATE
04-30-18
DRAWN
JPN
CHECKED
JTW

REVISED

SHEET TITLE
**LOADING
ZONE
INFILLS**

SHEET
C54
ORIGINAL SHEET SIZE
24" x 36"



1 CAPITOL BLVD. SITE PLAN
1"=10'
SCALE IN FEET

GENERAL NOTES

A. VERIFY LOCATIONS OF ALL EXISTING UNDERGROUND UTILITY SYSTEMS PRIOR TO BEGINNING ANY PHASE OF CONSTRUCTION THAT MAY CAUSE DAMAGE TO SUCH SYSTEMS. CALL 1-800-642-2444 TO LOCATE EXISTING UTILITIES. REPAIR / REPLACE DAMAGED UTILITIES TO THE SATISFACTION OF THE OWNER OR GOVERNING AGENCY, AND AT NO ADDITIONAL COST TO THE OWNER OR INCREASE IN BID AMOUNT.

B. STREETSCAPE WILL CONFORM WITH THE BOISE CITY DOWNTOWN STREETSCAPE STANDARDS & SPECIFICATION MANUAL.

C. STREET TREES WILL BE IRRIGATED WITH AN AUTOMATIC DRIP SYSTEM.

PLANT SCHEDULE			
SYMBOL	COMMON NAME	BOTANICAL NAME	PLANTING SIZE
TREES – (TO BE PROVIDED BY CITY OF BOISE PARKS DEPT.)			
	Chanticleer Pear	Pyrus calleryana 'Chanticleer'	2" Caliper B&B

LEGEND:	
	PROPOSED ASPHALT
	PROPOSED RED CLAY PAVERS
	PROPOSED DARK CLAY PAVERS, RUNNING BOND PATTERN
	PROPOSED DARK CLAY PAVERS, HERRINGBONE PATTERN
	PROPOSED CONCRETE

- SHEET NOTES:**
- ENDICOTT CLAY PRODUCTS CO.—COLOR: MEDIUM IRONSPOT NO. 46 4X8X2.25" PAVERS. HERRINGBONE PATTERN. RE: L70-6, 12.
 - ENDICOTT CLAY PRODUCTS CO.—COLOR MEDIUM IRON SPOT NO. 46 4X8X2.25" PAVERS, SINGLE SOLDIER COARSE ALONG CURB RE: L70-12.
 - ENDICOTT CLAY PRODUCTS CO.—COLOR: MANGANESE IRONSPOT 4X8X2.25" PAVERS, WITH SINGLE SOLDIER COURSE ON EACH SIDE AND ENDS WITH HERRINGBONE FIELD RE: L70-12.
 - ENDICOTT CLAY PRODUCTS CO.—COLOR: MANGANESE IRONSPOT 4X8X2.25" PAVERS, RUNNING BOND PATTERN WITH DOUBLE SOLDIER COURSE ALONG THE BUILDING.
 - SINGLE BEND BIKE RACK FROM KB FABRICATION AND WELDING, INC. RE: L70-13.
 - URBAN ACCESSORIES TREE GRATE AND FRAME, 8' X 4' KIVA MODEL, CAST IRON. RE: L70-6, 12.
 - RIGHT OF WAY LINE.
 - EXISTING BUILDING.
 - PROPOSED PROTECTED BIKE LANE.
 - PROPERTY LINE.
 - EXISTING IMPROVEMENTS TO REMAIN.
 - PROPOSED TRASH RECEPTACLE.
 - NEW CITY OF BOISE STANDARD STREET LIGHTS RE: ELECTRICAL.
 - SILVA CELL OUTLINE RE: L30.



KYLE D. HEMLY, LANDSCAPE ARCHITECT
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CENTRAL DISTRICT RENOVATION

BOISE, ID

200 BROAD STREET
BOISE, ID 8702

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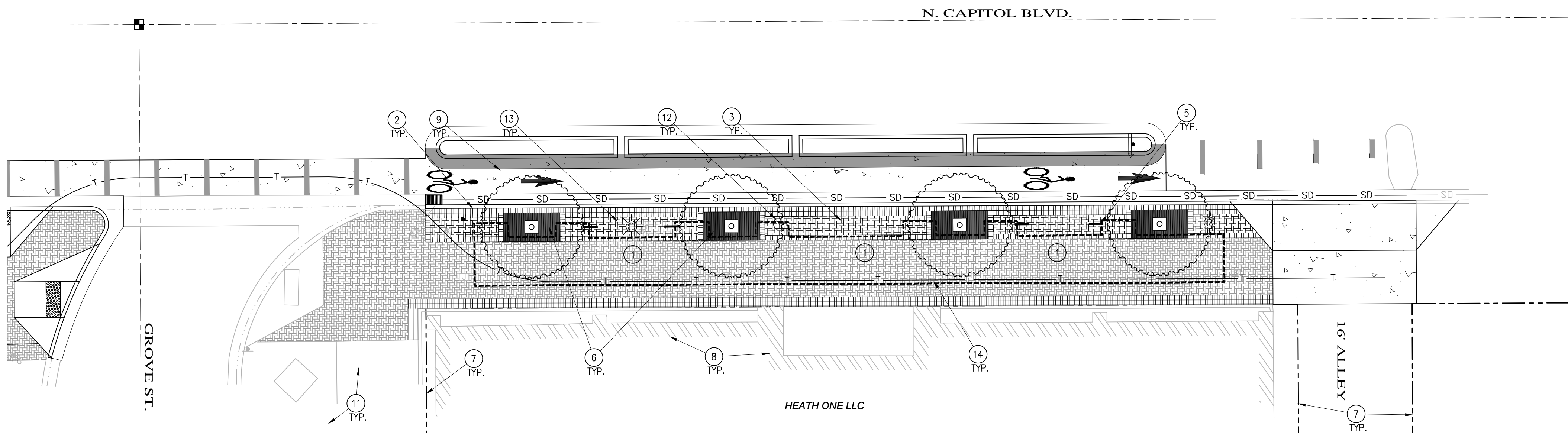
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05/09/18

PROJECT 17081	DATE 04-30-18
DRAWN EWA	CHECKED KDH

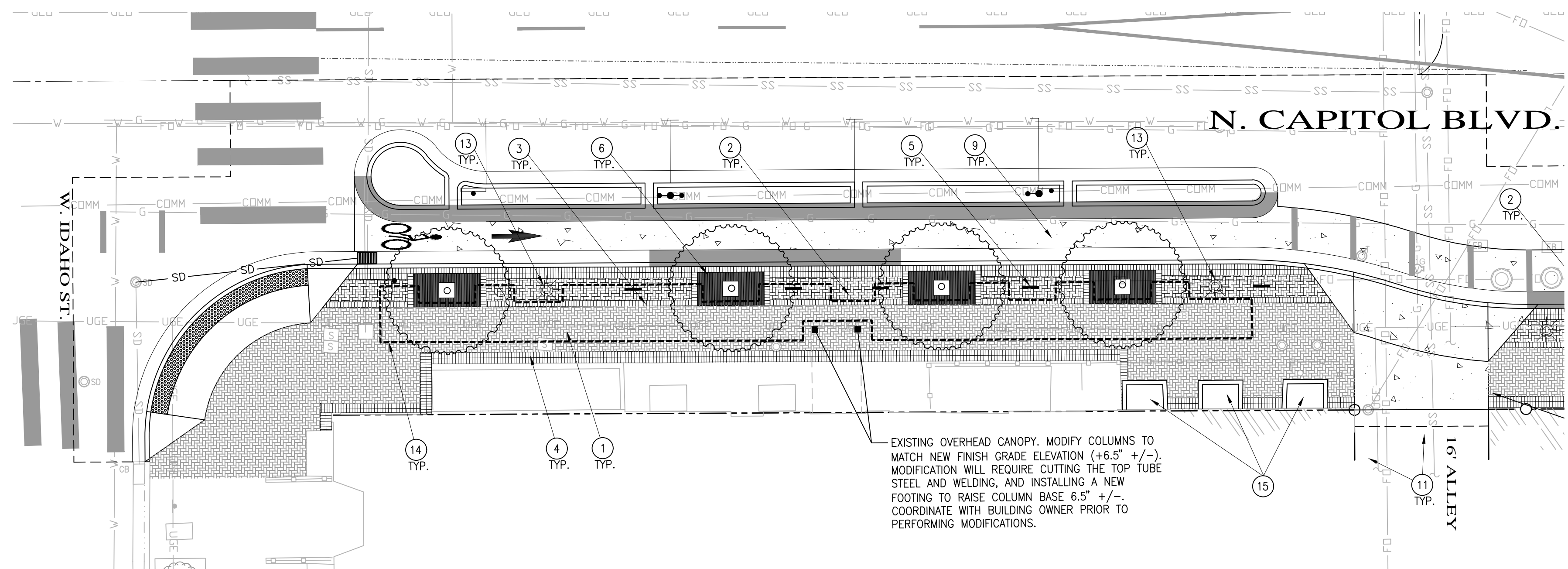
REVISED

SHEET TITLE
**CAPITOL
LANDSCAPE
PLAN**

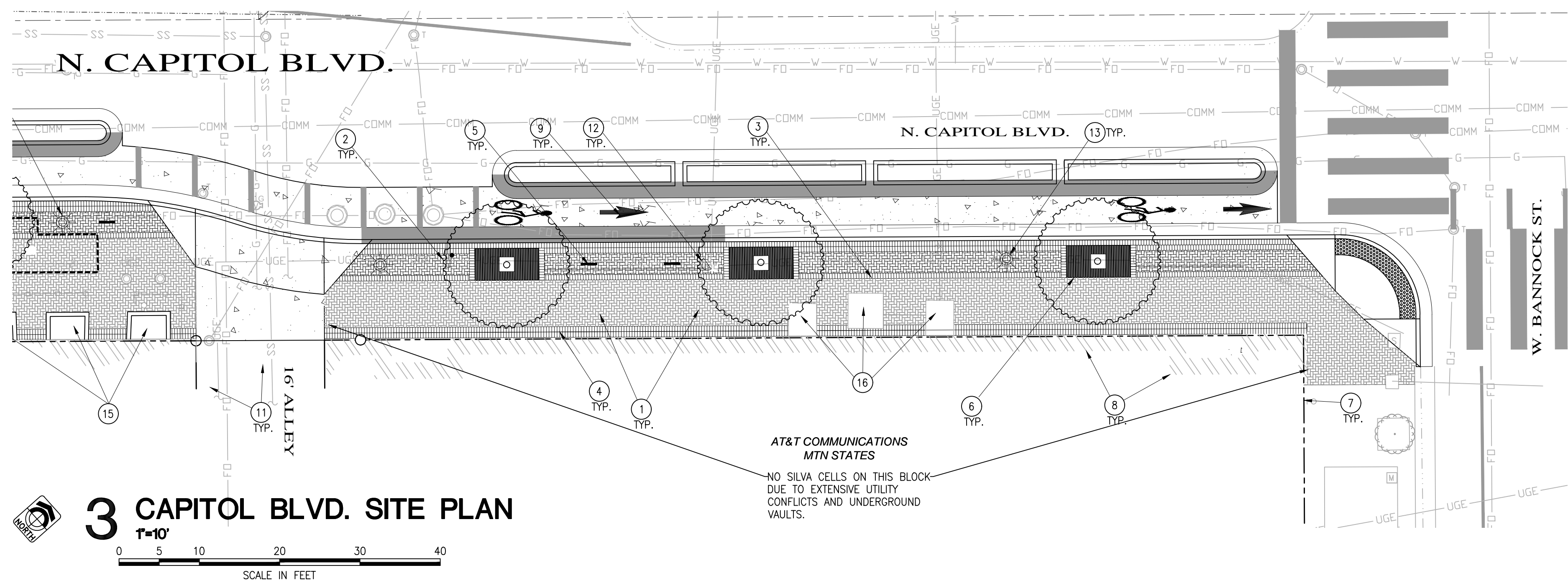
SHEET
L10
ORIGINAL SHEET SIZE
24" x 36"



1 CAPITOL BLVD. SITE PLAN
1"=10'
SCALE IN FEET



2 CAPITOL BLVD. SITE PLAN
1"=10'
SCALE IN FEET



3 CAPITOL BLVD. SITE PLAN
1"=10'
SCALE IN FEET

LEGEND:

	PROPOSED ASPHALT
	PROPOSED RED CLAY PAVERS
	PROPOSED DARK CLAY PAVERS, RUNNING BOND PATTERN
	PROPOSED DARK CLAY PAVERS, HERRINGBONE PATTERN
	PROPOSED CONCRETE

PLANT SCHEDULE

SYMBOL	COMMON NAME	BOTANICAL NAME	PLANTING SIZE
TREES - (TO BE PROVIDED BY CITY OF BOISE PARKS DEPT.)			
	Chanticleer Pear	Pyrus calleryana 'Chanticleer'	2" Caliper B&B

- ### SHEET NOTES:
1. ENDICOTT CLAY PRODUCTS CO.-COLOR: MEDIUM IRONSPOT NO. 46 4X8X2.25" PAVERS. HERRINGBONE PATTERN. RE: L70-6, 12.
 2. ENDICOTT CLAY PRODUCTS CO.-COLOR MEDIUM IRON SPOT NO. 46 4X8X2.25" PAVERS, SINGLE SOLDIER COARSE ALONG CURB RE: L70-12.
 3. ENDICOTT CLAY PRODUCTS CO.-COLOR: MANGANESE IRONSPOT 4X8X2.25" PAVERS, WITH SINGLE SOLDIER COARSE ON EACH SIDE AND ENDS WITH HERRINGBONE FIELD RE: L70-12.
 4. ENDICOTT CLAY PRODUCTS CO.-COLOR: MANGANESE IRONSPOT 4X8X2.25" PAVERS, RUNNING BOND PATTERN WITH DOUBLE SOLDIER COARSE ALONG THE BUILDING.
 5. SINGLE BEND BIKE RACK FROM KB FABRICATION AND WELDING, INC. RE: L70-13.
 6. URBAN ACCESSORIES TREE GRATE AND FRAME, 8' X 4' KIVA MODEL, CAST IRON. RE: L70-6, 12.
 7. RIGHT OF WAY LINE.
 8. EXISTING BUILDING.
 9. PROPOSED PROTECTED BIKE LANE.
 10. NOT USED.
 11. EXISTING IMPROVEMENTS TO REMAIN.
 12. PROPOSED TRASH RECEPTACLE.
 13. NEW CITY OF BOISE STANDARD STREET LIGHTS RE: ELECTRICAL.
 14. SILVA CELL OUTLINE RE: L30.
 15. EXISTING LIGHT WELLS TO RETAIN AND PROTECT.
 16. EXISTING VAULTS TO RETAIN AND PROTECT.

CENTRAL DISTRICT RENOVATION
BOISE, ID

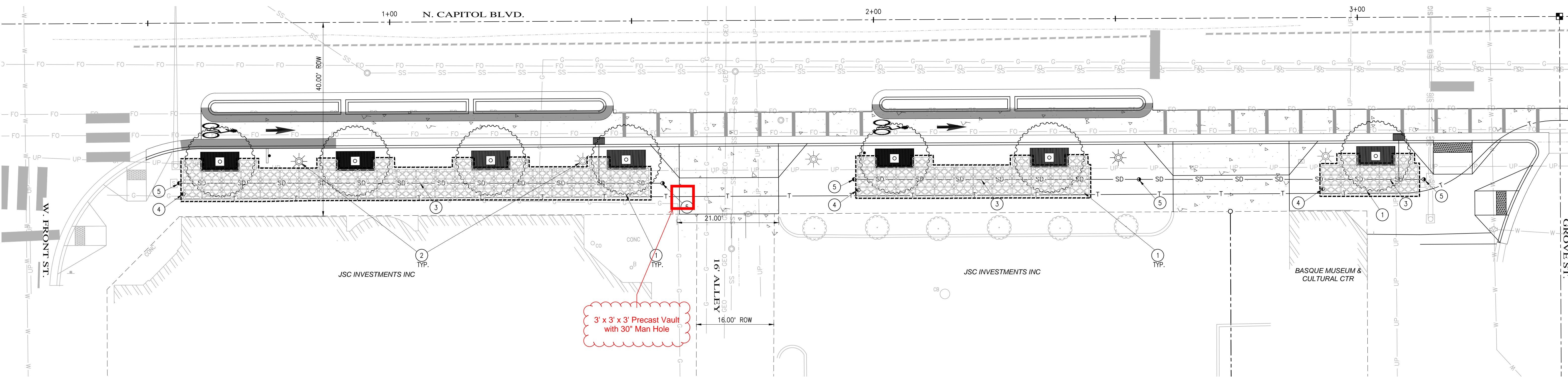
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05/09/18

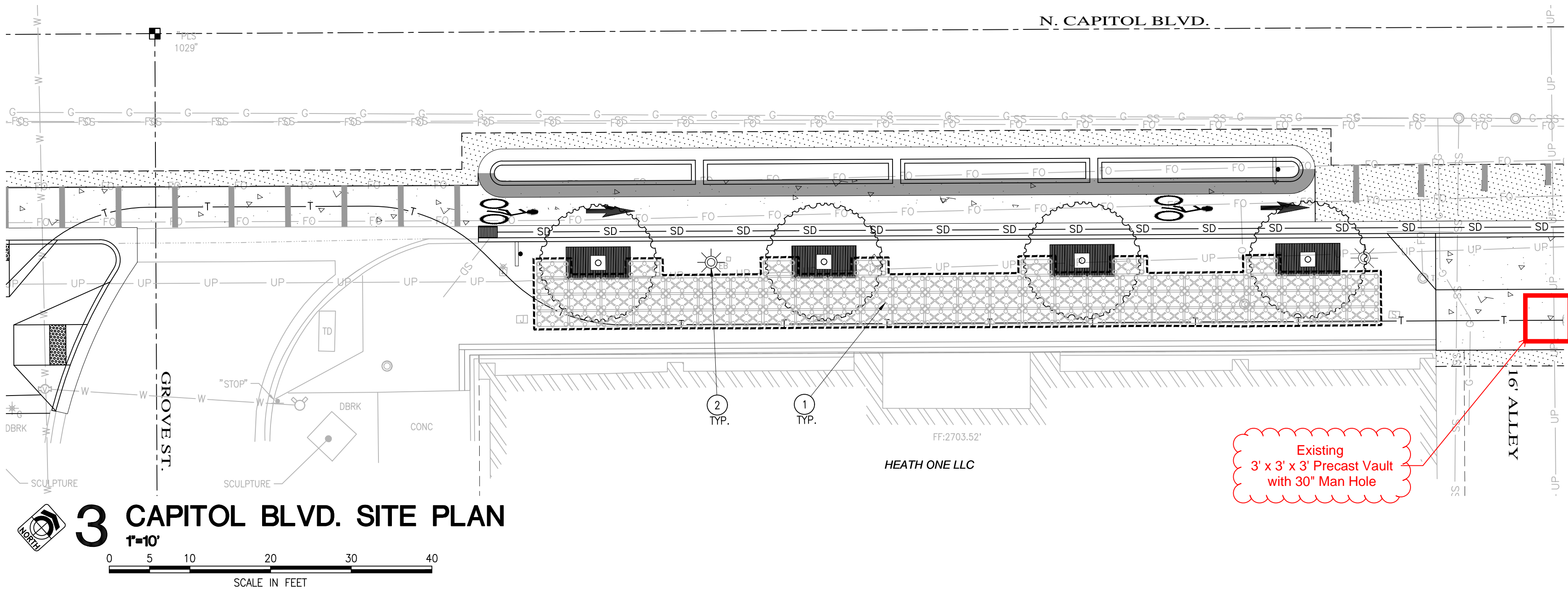
PROJECT 17081	DATE 04-30-18
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**CAPITOL
LANDSCAPE
PLAN**

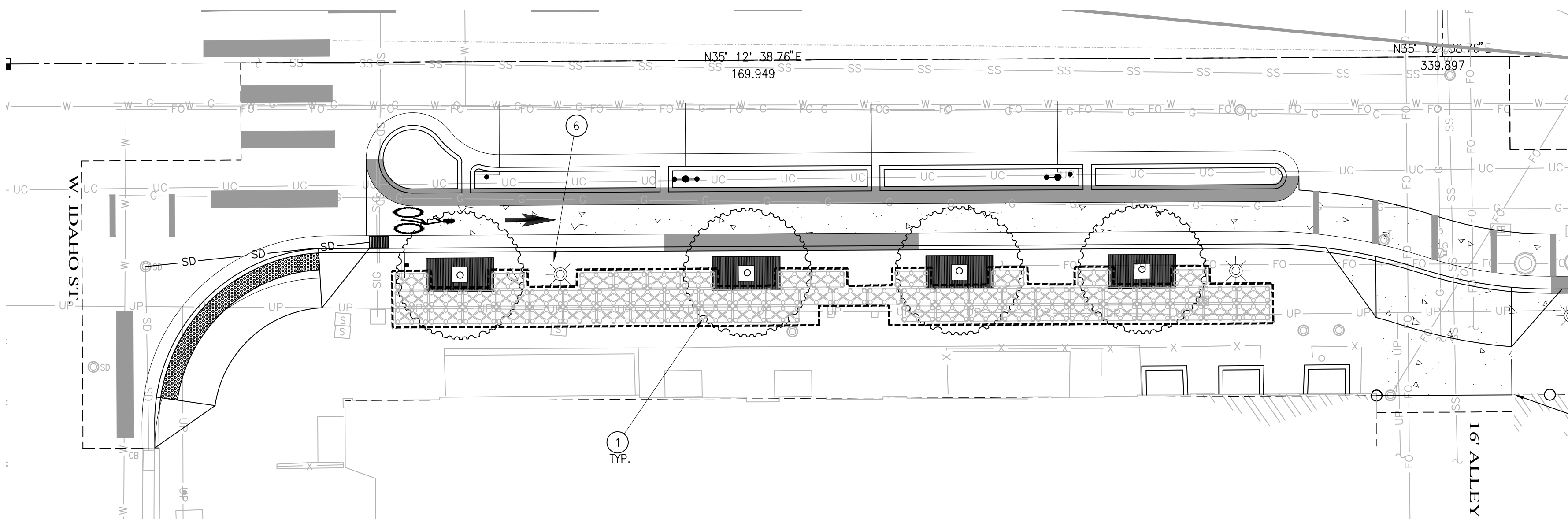
L11
ORIGINAL SHEET SIZE
24" x 36"



1 CAPITOL BLVD. SITE PLAN
1"=10'
SCALE IN FEET

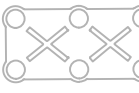


3 CAPITOL BLVD. SITE PLAN
1"=10'
SCALE IN FEET



2 CAPITOL BLVD. SITE PLAN
1"=10'
SCALE IN FEET

LEGEND:

 SILVA CELL

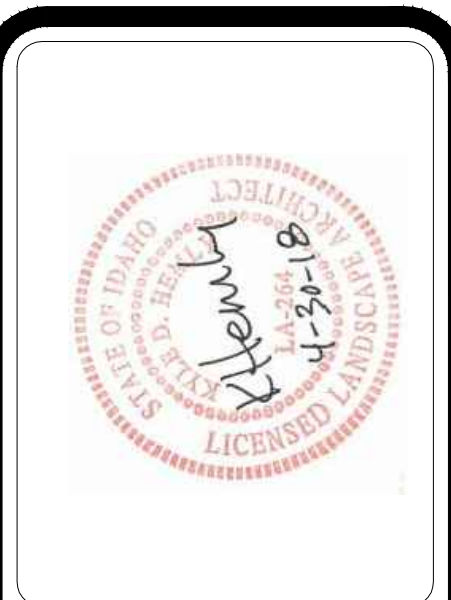
KEYED NOTES

1. SILVA CELL- DOUBLE LAYER CONFIGURATION. SUBGRADE ELEVATION FOR SILVA CELLS SHALL BE FLAT, MAKE UP DIFFERENCE IN PAVER ELEVATION AT PAVER HIGH POINT WITH ADDITIONAL THICKNESS OF BASE MATERIAL. RE: L61-1, 2, 3, 4.
2. AGGREGATE GAP BRIDGING FOR LIGHT POLE FOOTINGS AND STORM DRAIN LINE PER DEEPROOT INSTALLATION DETAILS AND RECOMMENDATIONS L61-4.
3. 8" SDR 35 PERF PVC, RE: C4.0-1.
4. OBSERVATION WELL PER ACHD SUPPLEMENT TO THE ISPMC SD-627.
5. TRAFFIC RATED CLEAN OUT PER ISPMC SD-506A, CONCRETE COLLAR BELOW PAVERS.

SILVA CELL NOTE

A. THE SILVA CELL AREAS REPRESENT A QUANTITY OF 500 CUBIC FEET OF INDIVIDUAL 2X SILVA CELLS PER TREE. RE: L61-1, 2, 3, 4.

B. WHERE SILVA CELLS ARE TO BE INSTALLED ADJACENT TO BASEMENTS, THE ASSEMBLY SHALL BE WRAPPED IN A 45 MILLIMETER EPDM LINER. LINER SHALL BE INSTALLED ON THE TOP, SIDES, AND BACK NEAR THE BASEMENT TO DIRECT WATER AWAY FROM THE BASEMENT.



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**CENTRAL DISTRICT RENOVATION
BOISE, ID**



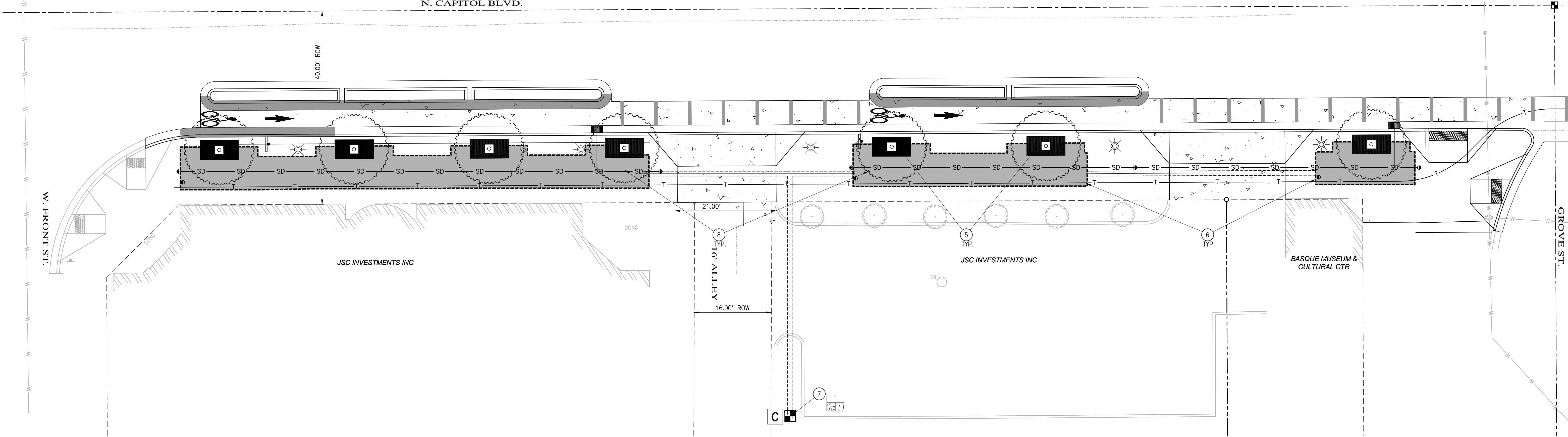
**BID SET
05/09/18**

PROJECT 17081	DATE 04-30-18
DRAWN EWA	CHECKED KDH

REVISED

SHEET TITLE
**CAPITOL
SILVA CELL
PLAN**

SHEET
L30
ORIGINAL SHEET SIZE
24" x 36"



1 CAPITOL BLVD. IRRIGATION PLAN

1"=10'

0 5 10 20 30 40

SCALE IN FEET





SHEET NOTES:

1. NOT USED.
2. NOT USED.
3. NOT USED.
4. NOT USED.
5. TREE WELL IRRIGATION DRIPLINE RE: L60-7.
6. SILVA CELL OUTLINE RE: L30.
7. IRRIGATION POINT OF CONNECTION. ADD NEW VALVE AND IRRIGATION CONTROLLER IN NEW IRRIGATION VALVE BOX. REPLACE EXISTING VALVES AS NECESSARY. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS.
8. DRIP IRRIGATION LINE INSTALLED BETWEEN THE CELLS IN THE 2" GAP RE: L61-1.
9. CONNECT VALVE TO THIS AREA TO NEW CONTROLLER. REPAIR AND REPLACE IRRIGATION AS NECESSARY.

GENERAL NOTES

- CONTRACTOR SHALL NOT INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT SITE CONDITIONS INHIBIT THE SPRINKLER SYSTEM FROM PERFORMING AS INTENDED. IN THE EVENT THAT THE ARCHITECT IS NOT NOTIFIED IN WRITING THAT SUCH CONDITIONS EXIST, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS AND REPAIR WORK NECESSARY.
- DRAWINGS ARE CONCEPTUAL IN NATURE. ACTUAL PLACEMENT OF SPRAY HEADS, VALVES, LINES, ETC. WILL VARY. ALL PIPING, VALVES, ETC. SHOWN WITHIN PAVED AREAS ARE FOR DESIGN CLARIFICATION ONLY. INSTALL PIPING AND VALVES IN PLANTING AREAS WHERE POSSIBLE, AND LOCATE ELECTRIC CONTROL AND QUICK COUPLING VALVES IN GROUND COVER/SHRUB AREAS, 6" TO 12" AWAY FROM EDGE OF PAVEMENT FOR EASE OF ACCESS. CONTRACTOR IS RESPONSIBLE FOR INSTALLING A WORKING SYSTEM THAT MAINTAINS PROPER COVERAGE, EVEN IF MINOR ADJUSTMENTS ARE NECESSARY. NO IRRIGATION WATER IS TO SPRAY ON BUILDING WALLS, SIGNS, OR SIDEWALKS.
- CONTRACTOR IS RESPONSIBLE FOR INSTALLING SLEEVES UNDER ALL ROADWAY, PARKING, AND WALKWAY SURFACES. EXTEND 6" MINIMUM BEYOND SURFACE EDGE. IDENTIFY ENDPONTS OF SLEEVING. REPORT ALL PROPOSED CHANGES IN SYSTEM DESIGN TO THE ARCHITECT PRIOR TO INSTALLATION.
- CONTRACTOR IS RESPONSIBLE TO REPAIR ALL EXISTING IRRIGATION COMPONENTS DAMAGED AS A RESULT OF NEW CONSTRUCTION, INCLUDING ADJACENT PROPERTIES. RE: CIVIL PLANS, SITE ELECTRICAL PLANS. REPAIR INCLUDES BUT IS NOT LIMITED TO PIPING; VALVES; HEADS; DRIP COMPONENTS; CONTROL WIRES AND EQUIPMENT; AND SLEEVES.
- CONTRACTOR IS RESPONSIBLE TO VERIFY ALL QUANTITIES PROVIDED ON ALL PLANS. IF QUANTITIES LISTED DO NOT CORRELATE WITH WHAT IS SHOWN ON THE PLAN, THE QUANTITIES SHOWN ON THE PLAN SHALL GOVERN. THIS INCLUDES BUT IS NOT LIMITED TO TREE, SHRUB, ROCK, TOPSOIL, MULCH, SEED OR SOD, EDGING, AND DRIP LINE QUANTITIES.
- ALL PE PIPING LOCATED BENEATH PAVERS SHALL BE INSTALLED IN A 2" CLASS 200 PVC SLEEVE
- MINIMIZE FITTINGS UNDER PAVER AREAS. PROVIDE CONTINUOUS PE PIPING RUNS WHERE POSSIBLE.
- IRRIGATION SYSTEM SHALL BE FULLY FLUSHED AND TESTED PRIOR TO COVERING WITH PAVERS OR SILVA CELLS. FLUSHING AND TESTING SHALL BE OBSERVED AND DOCUMENTED BY GENERAL CONTRACTOR AND LANDSCAPE ARCHITECT.

IRRIGATION SCHEDULE

SYMBOL	MANUFACT	MODEL	DESCRIPTION
	RAINBIRD	CONTROL ZONE KIT, HUNTER ICZ-101-25I	
	HUNTER	NODE-100	SINGLE-STATION CONTROLLER (DC LATCHING SOLENOID INCLUDED)
		1" PE CLASS 120/160. 2" CLASS 200 PVC SLEEVE FOR IRRIGATION LATERALS.	
	NETAFIM	TECHLINE CV	.4 GPH DRIPLINE AT 24" SPACING



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CENTRAL DISTRICT RENOVATION

BOISE, ID

CSHQA

BID SET

05/09/18

PROJECT	DATE
17081	04-30-18
DRAWN	CHECKED
EWA	KDH

REVISED

SHEET TITLE

CAPITOL

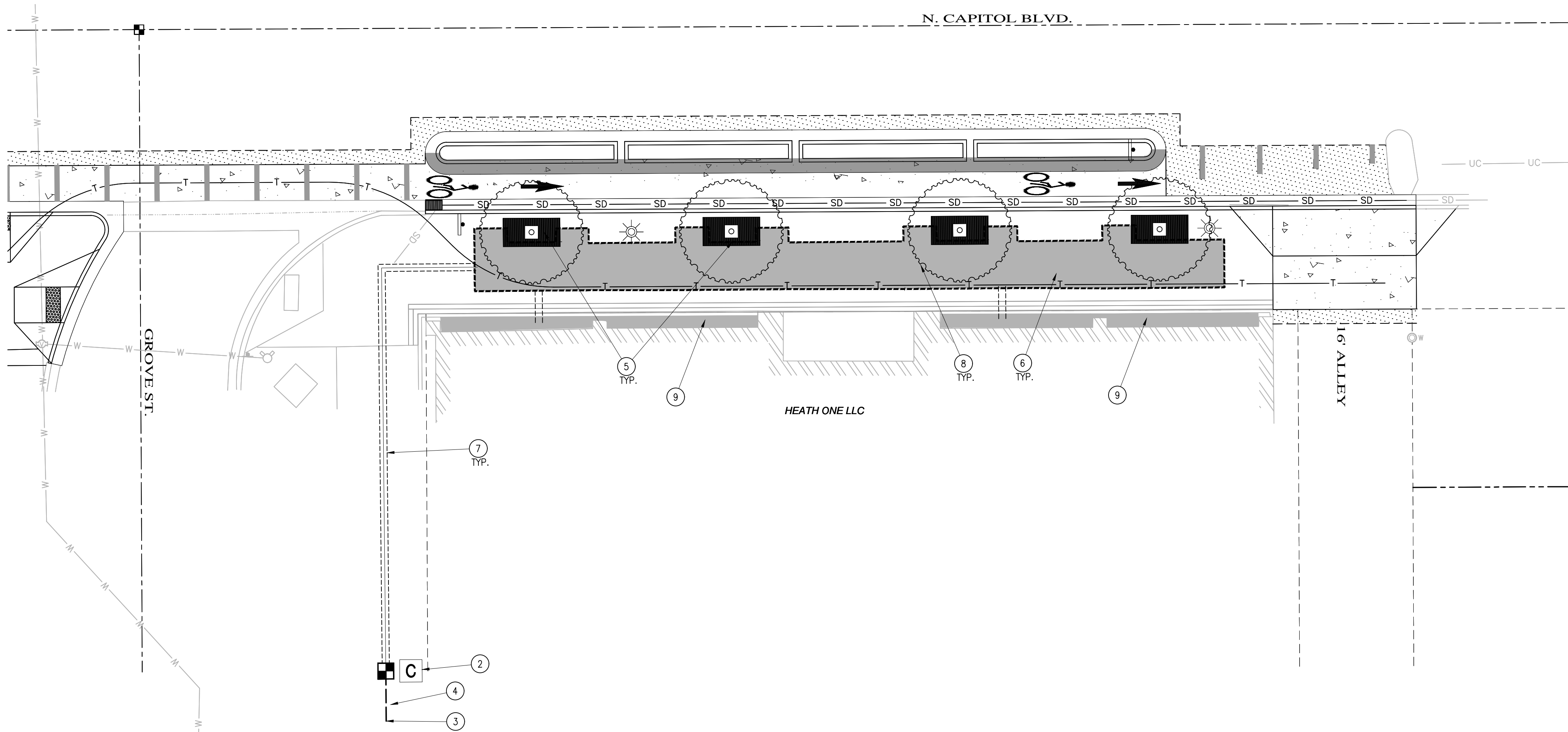
IRRIGATION

PLAN

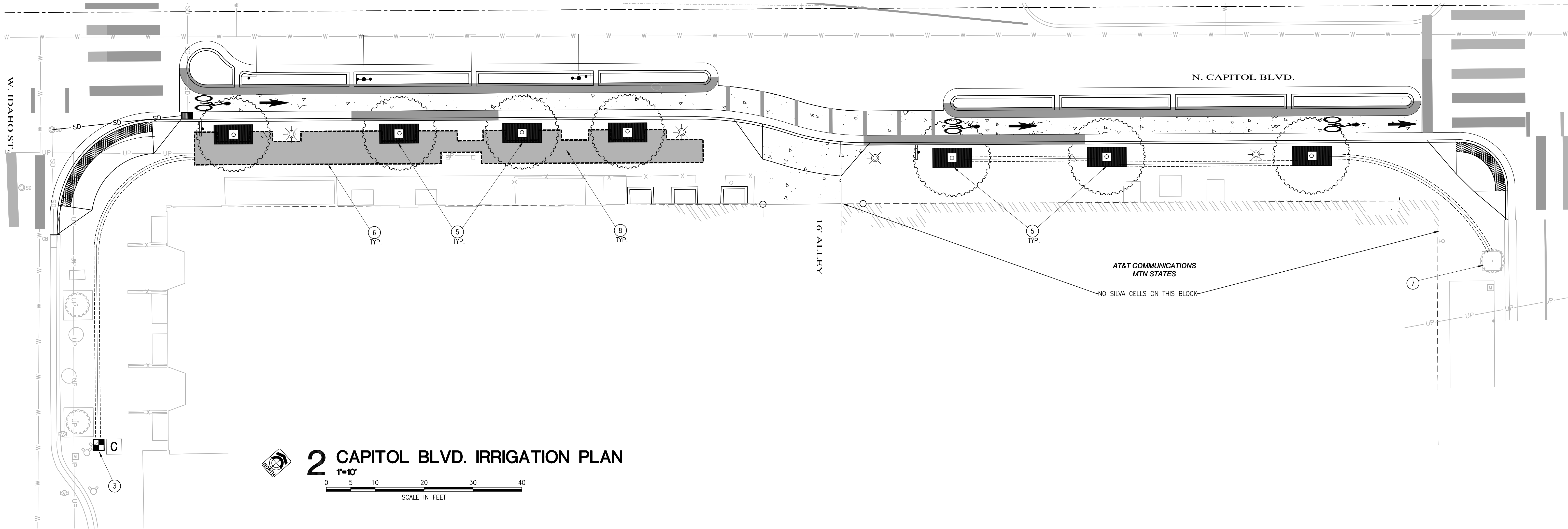
SHEET

L50

ORIGINAL SHEET SIZE
24" x 36"



1 CAPITOL BLVD. IRRIGATION PLAN
1"=10'
SCALE IN FEET



2 CAPITOL BLVD. IRRIGATION PLAN
1"=10'
SCALE IN FEET

IRRIGATION SCHEDULE

SYMBOL	MANUFACT	MODEL	DESCRIPTION
	RAINBIRD	CONTROL ZONE KIT, HUNTER ICZ-101-251	
	HUNTER	NODE-100	SINGLE-STATION CONTROLLER (DC LATCHING SOLENOID INCLUDED)
1" PE CLASS 120/160. 2" CLASS 200 PVC SLEEVE FOR IRRIGATION LATERALS.			
	NETAFIM	TECHLINE CV	.4 GPH DRIPLINE AT 24" SPACING

SHEET NOTES:

1. NOT USED.
2. IRRIGATION CONTROLLER TO BE LOCATED IN EXISTING VALVE BOX NEAR PARKING IN LANDSCAPE PLANTER RE: L70-10.
3. APPROXIMATE LOCATION OF EXISTING IRRIGATION POINT OF CONNECTION. FIELD VERIFY.
4. EXISTING BACKFLOW PREVENTER AND TAP LOCATION TO REMAIN TO CITY STANDARDS.
5. TREE WELL IRRIGATION DRIPLINE RE: L70-7.
6. SILVA CELL OUTLINE RE: L30.
7. APPROXIMATE LATERAL LOCATION. CONTRACTOR TO VERIFY LOCATION AND CONNECT AND EXTEND.
8. DRIP IRRIGATION LINE INSTALLED BETWEEN THE CELLS IN THE 2" GAP RE: L61-1.
9. PROVIDE NEW DRIP IRRIGATION IN EXISTING PLANTER AREAS.

CENTRAL DISTRICT RENOVATION
BOISE, ID

CSHOA

BID SET
05/09/18

PROJECT
17081
DATE
04-30-18
DRAWN
EWA
CHECKED
KDH

REVISED

SHEET TITLE
**CAPITOL
IRRIGATION
PLAN**

SHEET

L51

ORIGINAL SHEET SIZE
24" x 36"

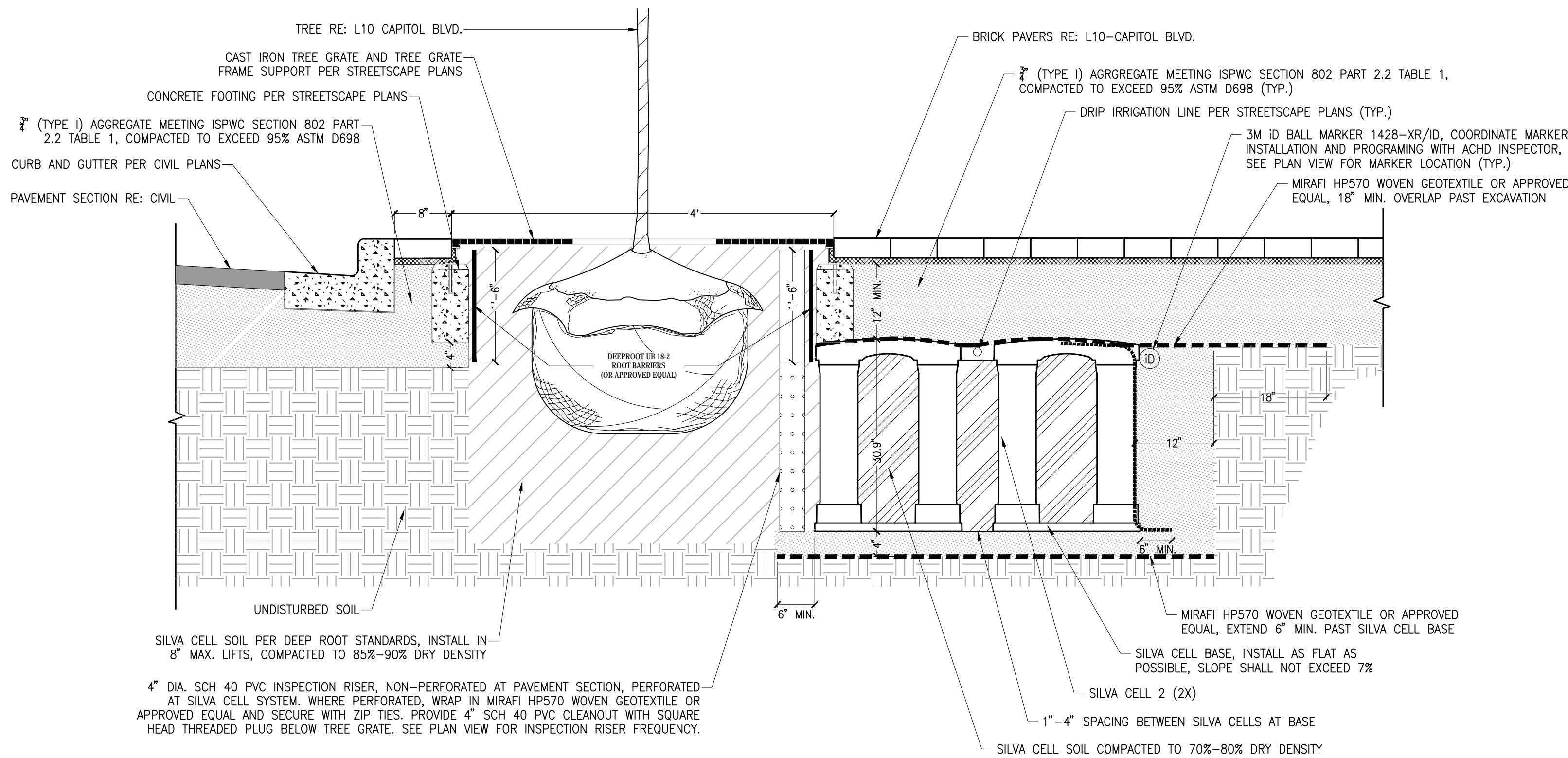
KYLE D. HEMLY, LANDSCAPE ARCHITECT

200 BROAD STREET

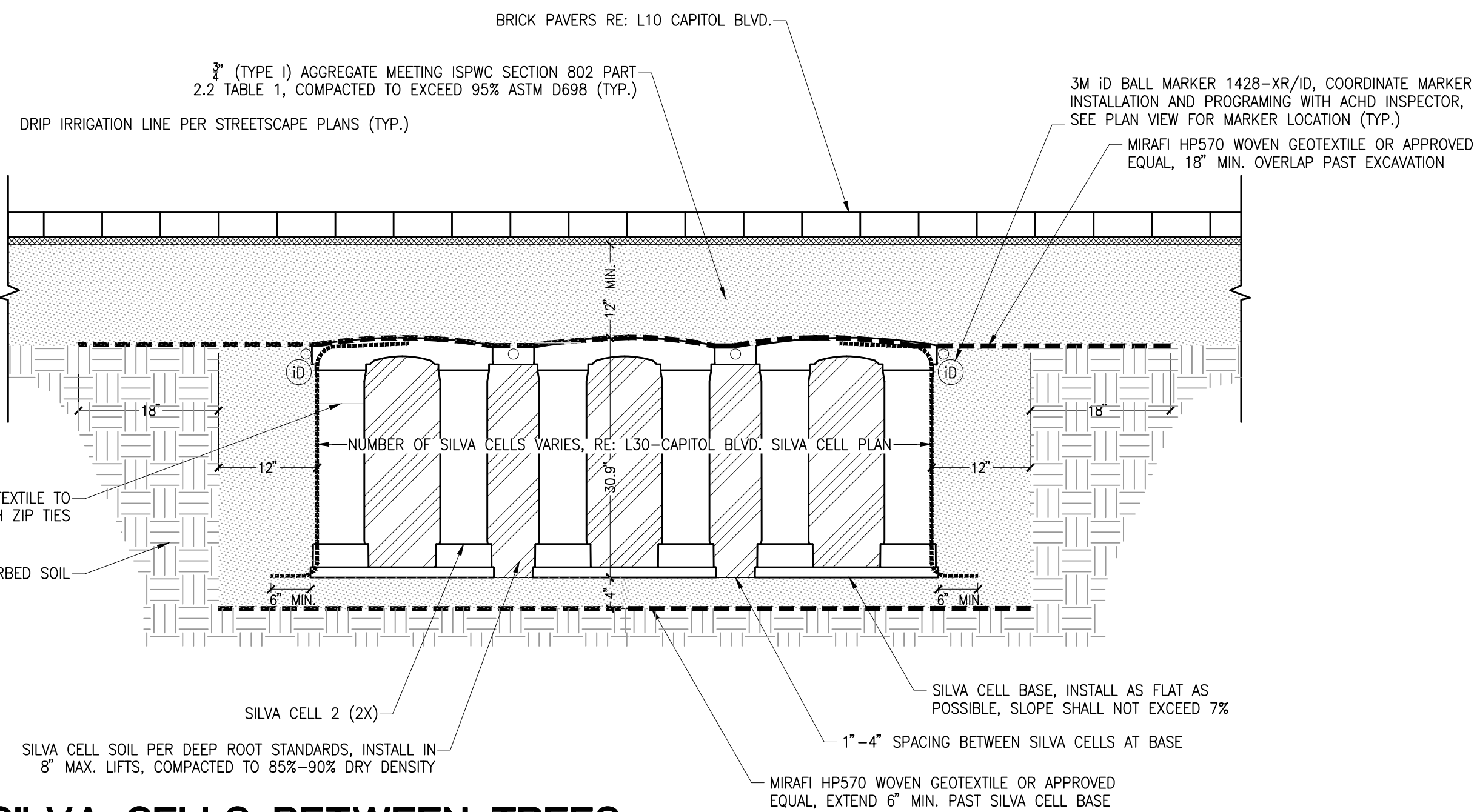
BOISE, IDAHO

PHONE 208-4-465 FAX 208-4-1888

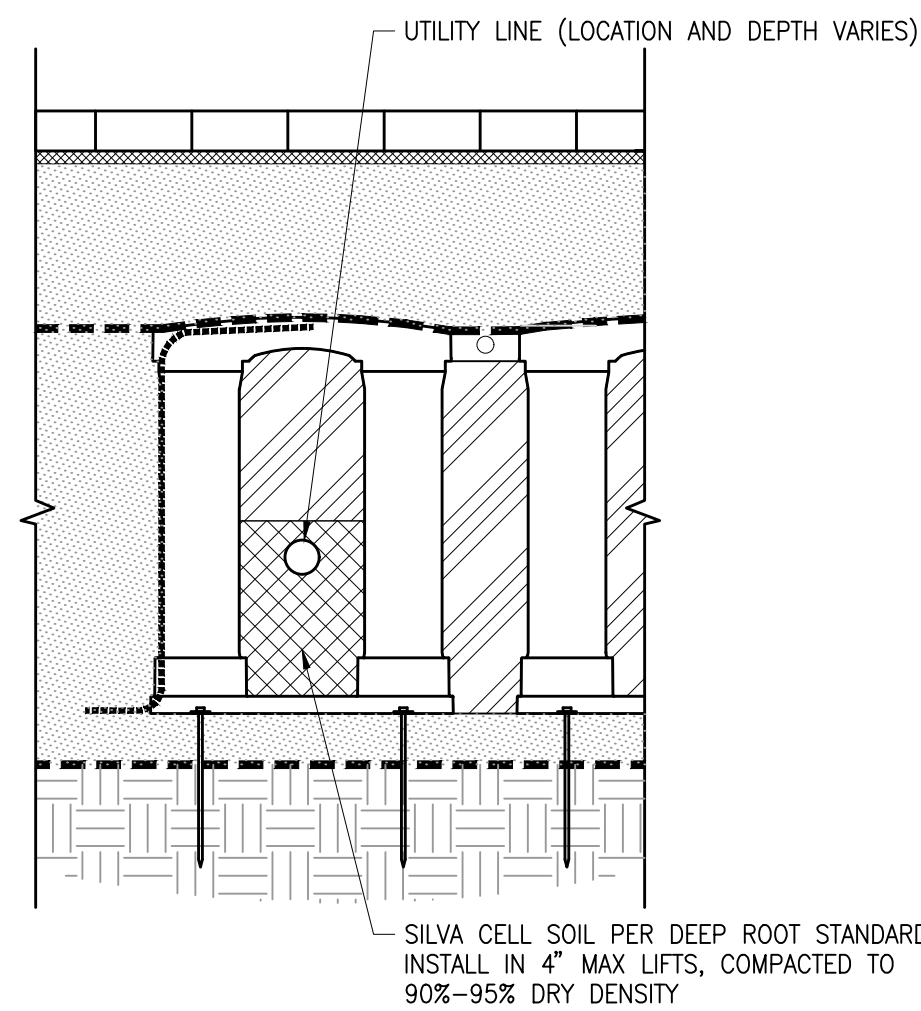
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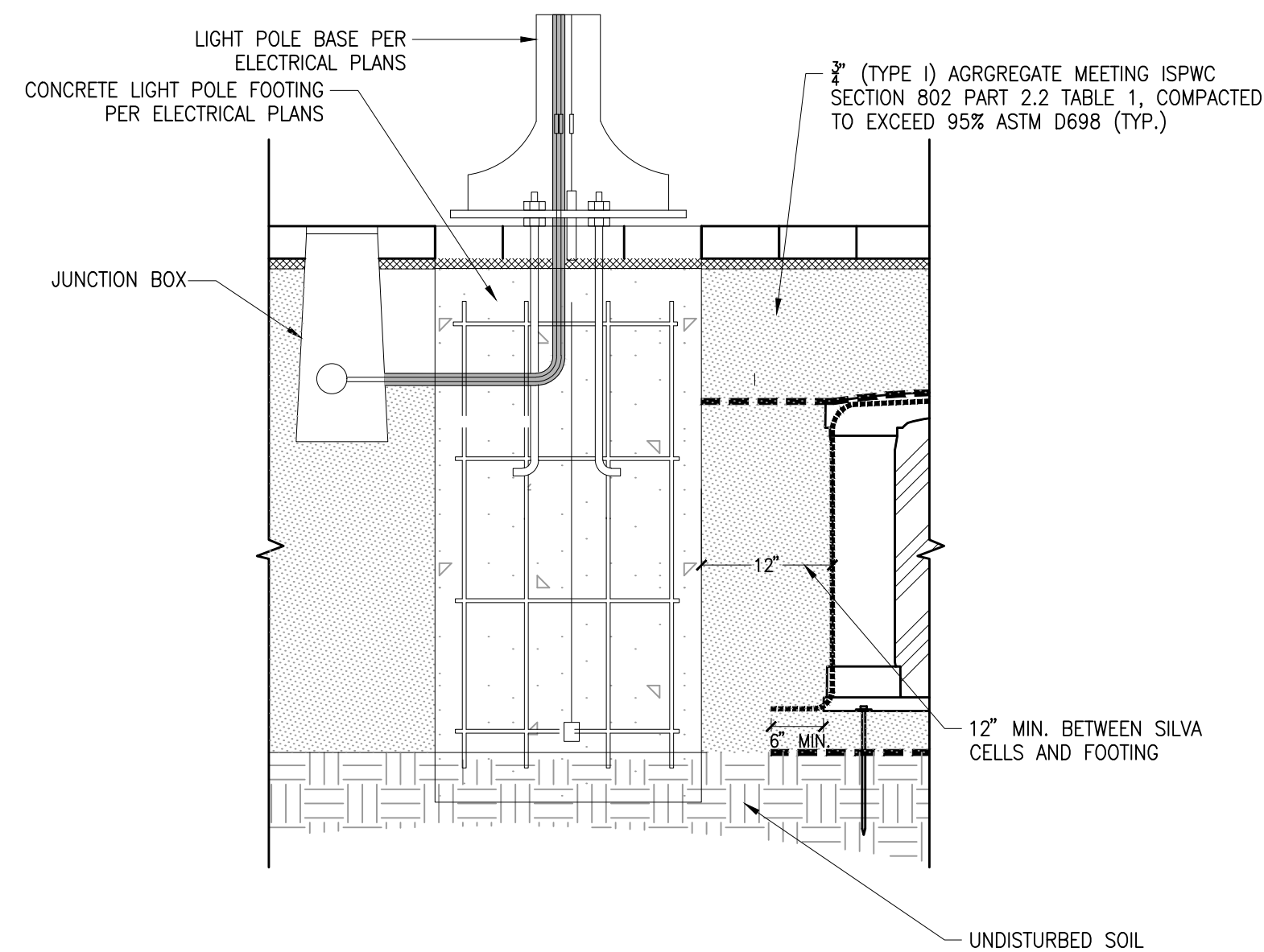
1 SILVA CELL AT TREE WELLS
SCALE: NOT TO SCALE



2 SILVA CELLS BETWEEN TREES
SCALE: NOT TO SCALE



3 UTILITY LINE SUPPORT WITHIN SILVA CELLS
SCALE: NOT TO SCALE



4 SILVA CELLS TERMINATION AT STREET LIGHT FOOTING
SCALE: NOT TO SCALE

NOTE:

1. CONTRACTOR SHALL CONTACT DEEPROOT AND CSHQA TO SCHEDULE ON-SITE SUPERVISION PRIOR TO BEGINNING SILVA CELL INSTALLATION. FIVE WORKING DAYS NOTICE IS REQUIRED TO SCHEDULE ON-SITE SUPERVISION. CONTACT PAT GREELEY (DEEPROOT) AT 612-840-9004. CONTACT KYLE HEMLY (CSHQA) AT 208-343-4635.
2. INSTALL SILVA CELL PER SILVA CELL SPECIFICATION AND MANUFACTURER INSTALLATION INSTRUCTIONS.
3. SILVA CELL 2 (2X) DIMENSIONS: 30.9" HEIGHT, 24" WIDE, 48" LENGTH. SILVA CELL 2 IS COMPOSED OF THREE PARTS (BASE, POST AND DECK).
4. MATERIAL/SOIL EXCAVATED FOR SILVA CELL INSTALLATION SHALL BE DISPOSED OFF-SITE.
5. INSTALL SILVA CELL FRAMES AROUND, OVER, OR UNDER EXISTING OR PROPOSED UTILITY LINES.
6. TRENCH SHORING SHALL MEET OSHA REQUIREMENTS.



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CENTRAL DISTRICT RENOVATION
BOISE, ID

200 BROAD STREET
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05/09/18

PROJECT 17081	DATE 04-30-18
DRAWN EWA	CHECKED KDH

REVISED

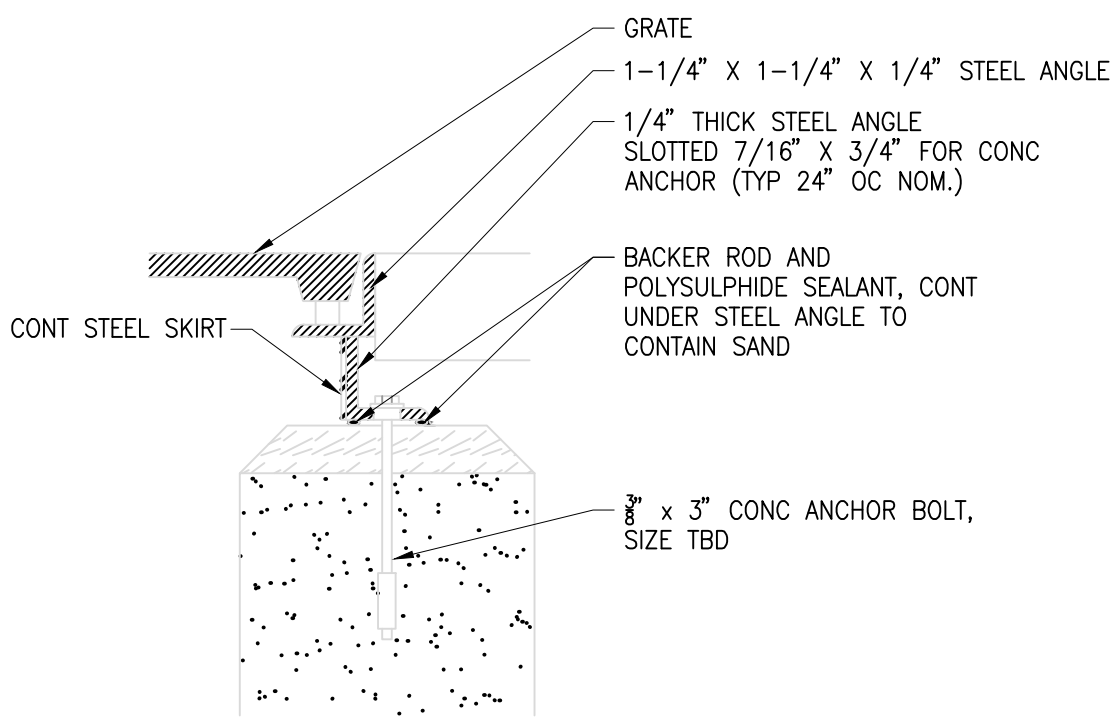
SHEET TITLE

**SILVA CELL
DETAILS**

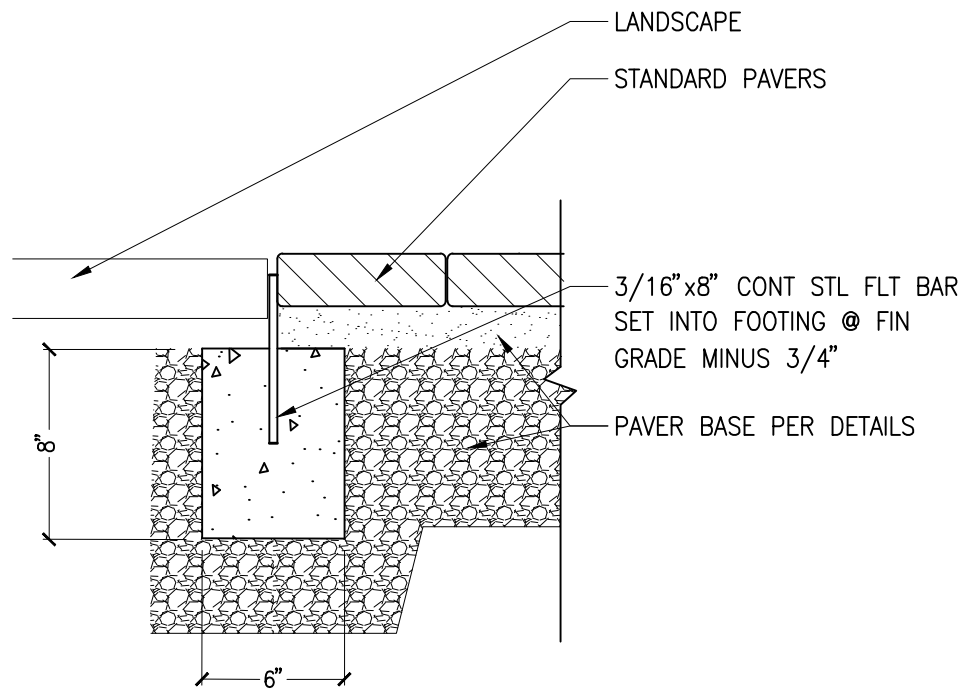
SHEET

L61

ORIGINAL SHEET SIZE
24" x 36"

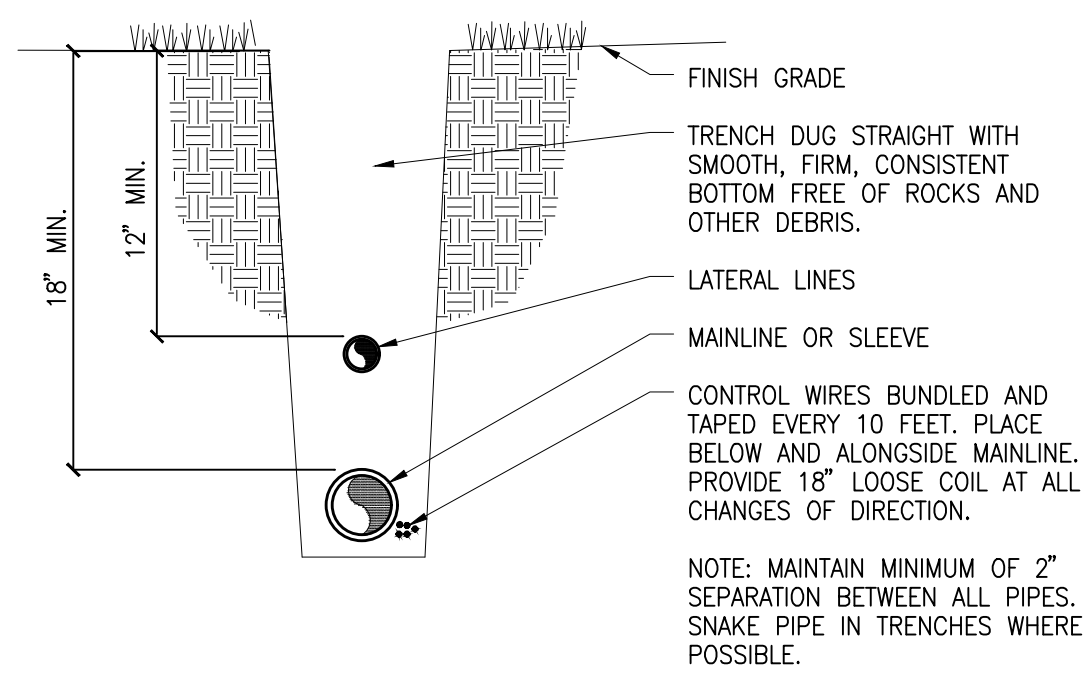


1 TREE GRATE FRAME DETAIL
SCALE: NO SCALE

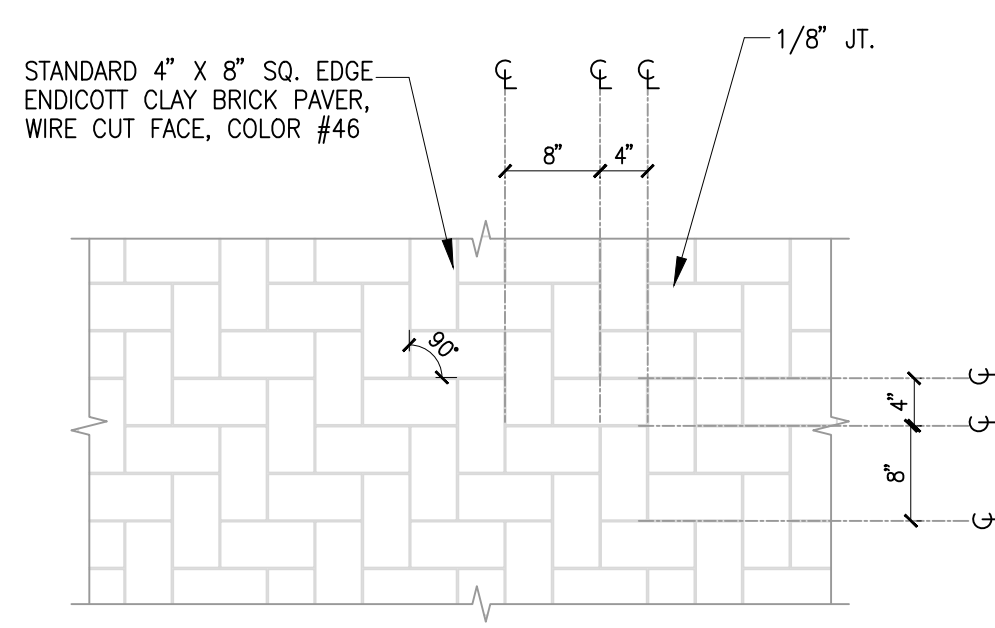


NOTE:
PROVIDE BRICK EDGING TYP THROUGHOUT WHERE STANDARD PAVING
TERMINATE TO LANDSCAPE AREAS.

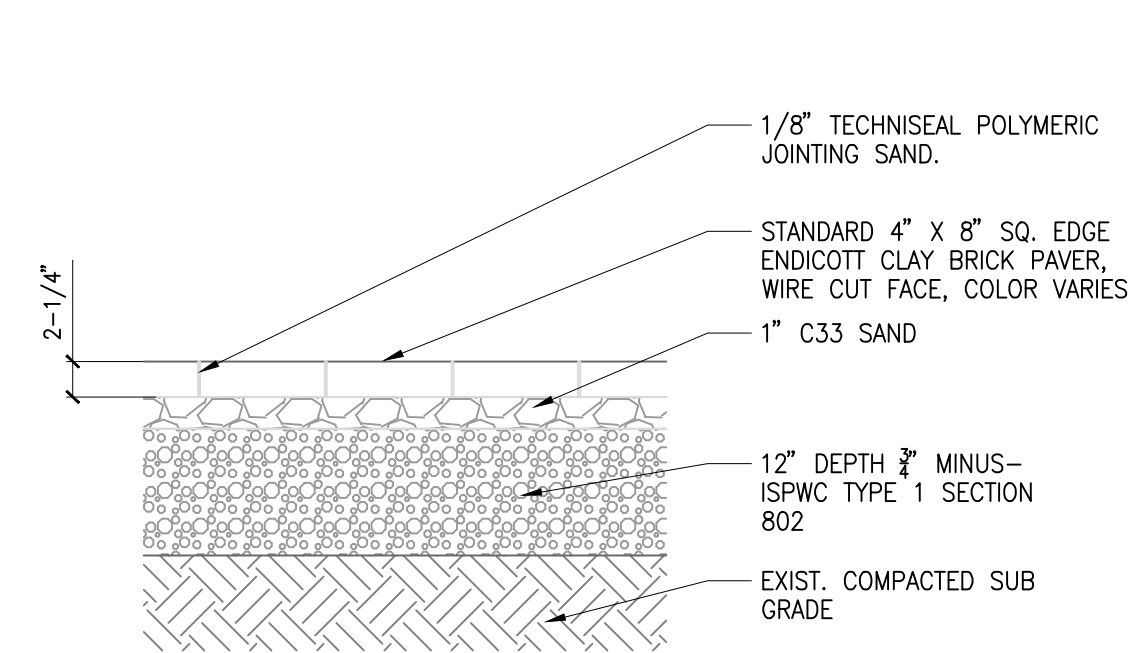
2 PAVER EDGE DETAIL
SCALE: NOT TO SCALE



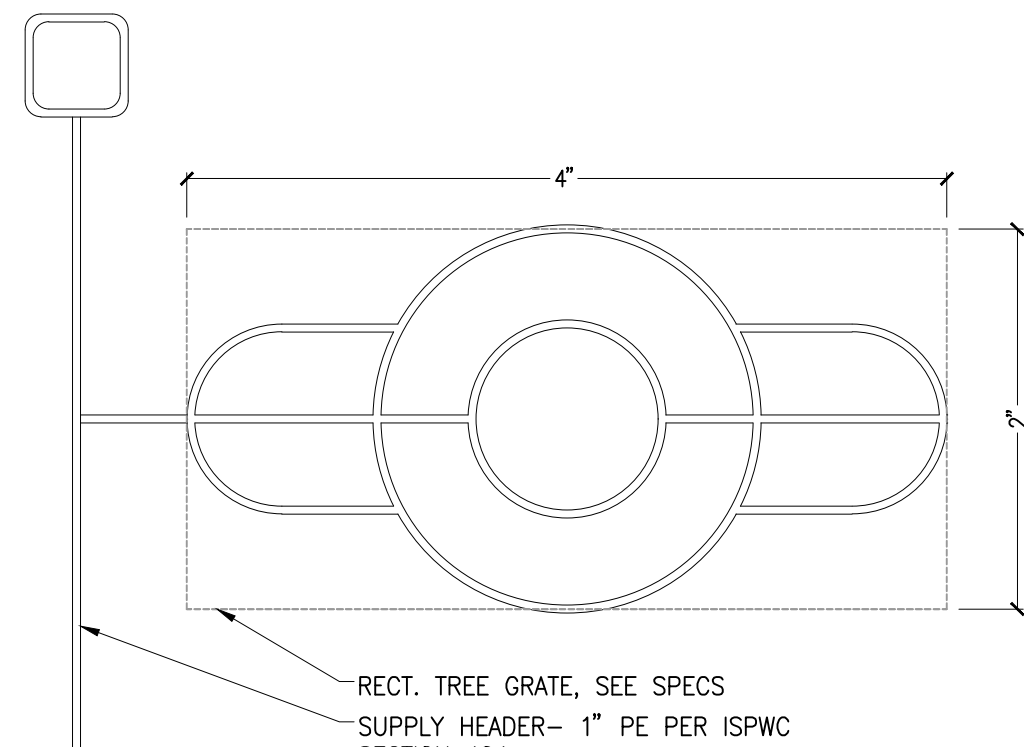
3 TRENCH SECTION
SCALE: NOT TO SCALE



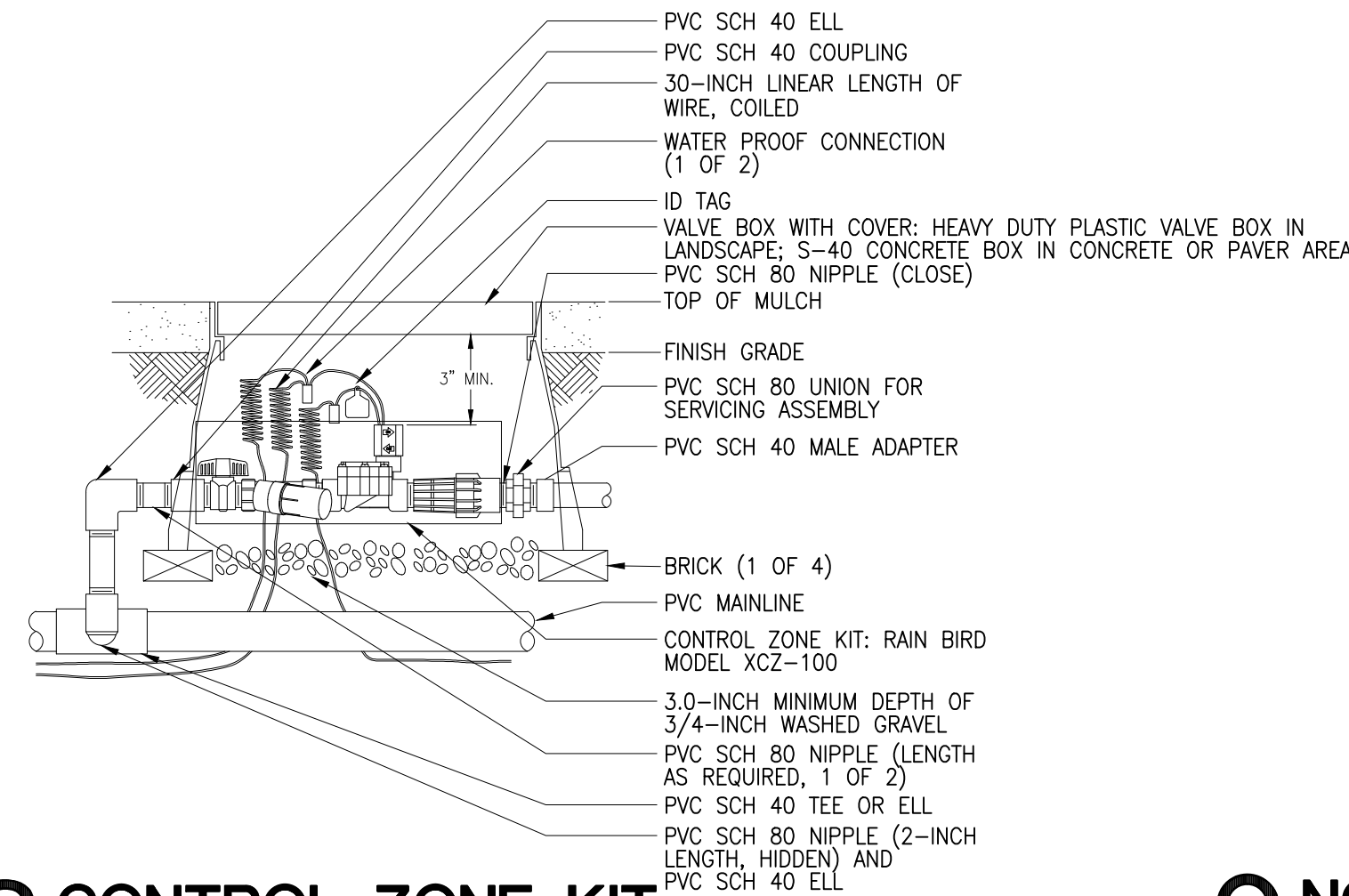
4 HERRINGBONE PAVING PATTERN
NOT TO SCALE



5 BRICK PAVER SECTION
NOT TO SCALE

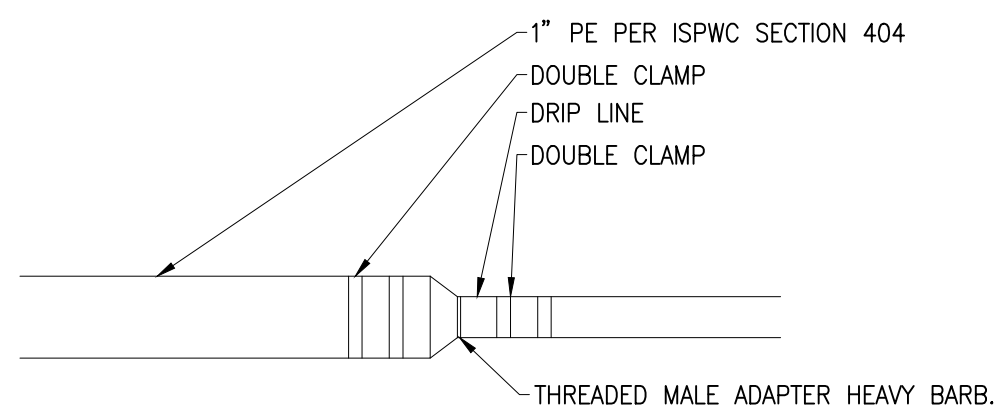


7 4'x8' IRRIGATION TREE GRATE DETAIL
NOT TO SCALE

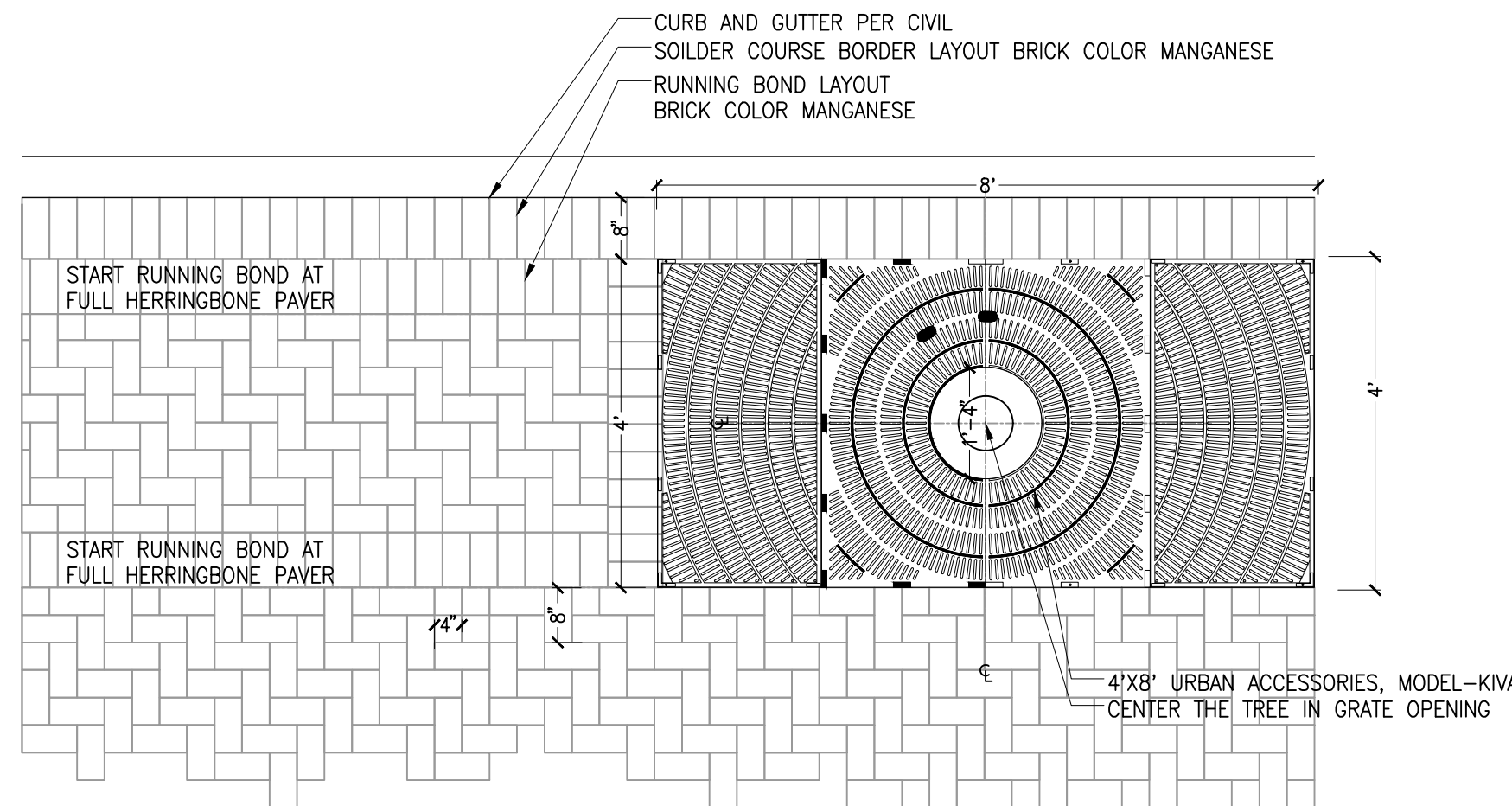


8 CONTROL ZONE KIT
SCALE: NOT TO SCALE

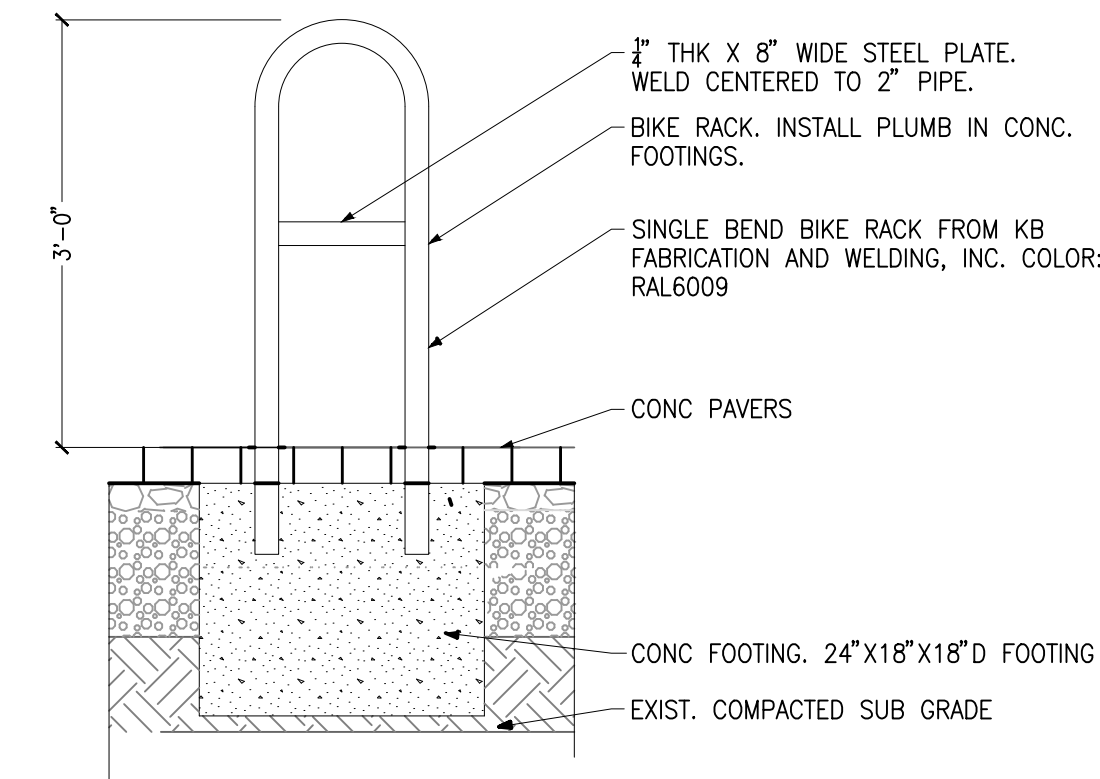
9 NOT USED
SCALE: NOT TO SCALE



11 1\"/>



12 4'x8' TREE GRATE DETAIL W/ 4'x8\"/>



13 BIKE RACK
NOT TO SCALE

6 NOT USED
NOT TO SCALE

10 NOT USED
SCALE: NOT TO SCALE



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BID SET
05/09/18

PROJECT 17081	DATE 04-30-18
DRAWN EWA	CHECKED KDH

REVISED

SHEET TITLE
DETAILS

SHEET
L70
ORIGINAL SHEET SIZE
24" x 36"

ELECTRICAL SPECIFICATIONS

1. THE DRAWINGS ARE INTENDED TO GRAPHICALLY REPRESENT THE OVERALL SCOPE OF WORK AND NOT TO PROVIDE EVERY DETAIL NECESSARY FOR FINAL PROJECT COMPLETION. ALL LOCATIONS ARE APPROXIMATE UNLESS DIMENSIONED, OR NOTED OTHERWISE. IT IS THE CONTRACTORS RESPONSIBILITY TO COORDINATE PROPER LOCATIONS WITH ALL CONTRACT DOCUMENTS AND WITH OTHER TRADES.
2. ALL CONTRACT DRAWINGS AND DOCUMENTS SHALL BE CONSIDERED AS PART OF THE ELECTRICAL WORK EVEN WHEN NOT SPECIFICALLY CALLED OUT OR REFERENCED.
3. MAINTAIN UP-TO-DATE 'AS-BUILT' SET OF CONTRACT DRAWINGS. THEY SHALL BE KEPT ON SITE AND AVAILABLE FOR EXAMINATION BY THE OWNER, OWNERS REPRESENTATIVE, OR AUTHORITY HAVING JURISDICTION.
4. THE SCOPE OF WORK INCLUDES, BUT SHALL NOT BE LIMITED TO; ALL LABOR, EQUIPMENT, MATERIALS, TRANSPORTATION, INSPECTIONS, AND START-UP TO FURNISH AND INSTALL A COMPLETE AND OPERATING ELECTRICAL SYSTEM IN COMPLIANCE WITH THE CONTRACT DOCUMENTS.
5. THE CONTRACTOR SHALL OBTAIN ALL PERMITS AND BE RESPONSIBLE FOR ANY FEES ASSOCIATED WITH THE PERMIT PROCESS.
6. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE IN STRICT ACCORDANCE WITH THE CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA), STATE, AND LOCAL CODES. OTHER APPLICABLE CODES SHALL INCLUDE BUT NOT BE LIMITED TO:
- A. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

B. AMERICAN WITH DISABILITIES ACT (ADA)

C. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

D. INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE)

E. NATIONAL ELECTRICAL SAFETY CODE (NESC)

F. INTERNATIONAL BUILDING CODE (IBC)

G. INTERNATIONAL FIRE CODE (IFC)
7. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO IDENTIFY ANY SITE CONDITIONS THAT MAY IMPACT THE PROJECT WORK PRIOR TO BID.
8. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH THE PROJECT SCHEDULE AS WELL AS OTHER TRADES. THE CONTRACTOR SHALL REPLACE WORK REMOVED OR DAMAGED DUE TO INTERFERENCE WITH OTHER TRADES, NOT COORDINATED, AT THEIR EXPENSE. REPLACEMENT SHALL NOT IMPACT THE ORIGINAL PROJECT SCHEDULE.
9. INSTANCES WHERE ALL OR A PORTION OF THE PROJECT SITE WILL REMAIN OCCUPIED DURING CONSTRUCTION, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COORDINATE THE USE OF THE PREMISES FOR VEHICLE USE, EQUIPMENT STORAGE, AND ACCEPTABLE HOURS OF WORK WITH THE PROJECT MANAGER. THE OCCUPIED SPACES SHALL REMAIN FULLY FUNCTIONAL WITH POWER, LIGHTING, FIRE SAFETY, AND OTHER ANCILLARY SYSTEMS. ANY TYPE OF OUTAGE SHALL BE SCHEDULED IN ADVANCE WITH THE PROJECT MANAGER. THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR LOSSES ATTRIBUTED TO UNSCHEDULED OUTAGES.
10. ON JOB SITES REQUIRING DEMOLITION, ALL ELECTRICAL EQUIPMENT REMOVED SHALL BE DISCARDED AND HAULED AWAY FROM THE PREMISES. CONDUIT, WIRE, AND BOXES SHALL BE REMOVED BACK TO THE PANEL, OR THE LAST JUNCTION BOX, WHICHEVER CAUSES THE LEAST AMOUNT OF DESTRUCTION TO THE EXISTING STRUCTURE, UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL TEST ALL REMAINING CONDUCTORS THAT WILL BE REUSED FOR ELECTRICAL INTEGRITY. CONCEALED CONDUITS SHALL BE ABANDONED IN PLACE, CUT OFF FLUSH WITH THE EXISTING SURFACE, AND FILLED WITH A PERMANENT MATERIAL.
11. CONTRACTOR SHALL COORDINATE ELECTRICAL PATHWAY TRENCHING WITH CIVIL AND LANDSCAPE CONTRACTORS TO PROVIDE UNDERGROUND PATHWAY TO NEW LIGHT POLES.
12. ALL EQUIPMENT AND MATERIAL FURNISHED SHALL BE NEW AND FREE OF DEFECTS AND SHALL BE LISTED AND LABELED AS DESCRIBED IN NEC-100. ALL EQUIPMENT AND MATERIAL INSTALLED AS AN ASSEMBLY SHALL BE TESTED AND CERTIFIED AS AN ASSEMBLY.
13. EQUIPMENT AND MATERIAL FURNISHED SHALL BE THE MANUFACTURERS STANDARD CATALOG EQUIPMENT. FIRST OF A KIND EQUIPMENT IS NOT ACCEPTABLE. INSTALLATION SHALL CONFORM TO THE MANUFACTURERS RECOMMENDATIONS.
14. EQUIPMENT AND MATERIAL SHALL HAVE MINIMUM (1) YEAR WARRANTY FROM THE DATE OF SUBMITTAL COMPLETION. ANY FAILURE OF EQUIPMENT OR MATERIALS DURING THE WARRANTY PERIOD SHALL BE REPAIRED OR REPLACED TO LIKE NEW CONDITIONS WITHOUT CHARGE. LAMPS SHALL CARRY THE STANDARD FACTORY WARRANTY. FLUORESCENT LUMINAIRE BALLASTS SHALL HAVE MINIMUM (2) YEAR WARRANTY.
15. SPECIFIC EQUIPMENT AND MATERIAL HAS BEEN CALLED OUT BY MANUFACTURER AND MODEL NUMBER TO SET A STANDARD OF QUALITY AND TYPE. ACCEPTABLE EQUALS SHALL BE CAPABLE OF FITTING IN THE DESIGNATED SPACE, BE OF THE SAME COLOR, HAVE THE SAME PERFORMANCE CHARACTERISTICS, CARRY THE SAME WARRANTY, AND MEET THE PROJECT SCHEDULE. IT IS THE CONTRACTORS RESPONSIBILITY TO PROVIDE DOCUMENTATION THAT CLEARLY INDICATES THE ITEMS TO BE FURNISHED ARE ACCEPTABLE EQUALS. THE ENGINEER RESERVES THE RIGHT TO REJECT QUESTIONABLE SUBMITTAL INFORMATION.

18. EQUIPMENT AND MATERIAL SHALL BE STORED IN A CLEAN AND SAFE MANNER. IT SHALL BE STORED IN AN ENVIRONMENT WHERE IT IS PROTECTED FROM DIRT, MOISTURE, AND PHYSICAL DAMAGE.
19. ALL MATERIALS AND EQUIPMENT SHALL BE FURNISHED AND INSTALLED IN A NEAT, WORKMANLIKE, SAFE, AND COMPLETE MANNER. THE OWNER, OWNERS REPRESENTATIVE, OR INSPECTOR HAS THE AUTHORITY TO CONDEMN WORK NOT MEETING THESE STANDARDS. THE WORK SHALL BE REPLACED AT NO ADDITIONAL COST TO THE OWNER, WHILE MAINTAINING THE PROJECT SCHEDULE.
20. FURNISH AND INSTALL ALL SUPPORTS, FOUNDATIONS SUPPORT STRUCTURES REQUIRED FOR INSTALLATION OF EQUIPMENT. SUPPORTS SHALL BE CAPABLE OF SUSTAINING A MINIMUM OF FOUR TIMES THE FINISHED WEIGHT OF THE OBJECT.
21. THE CONTRACTOR SHALL CLEAN ALL EQUIPMENT INTERIORS AND EXTERIORS PRIOR TO OPERATION. THE ENTIRE ELECTRICAL SYSTEM SHALL BE TESTED IN THE PRESENCE OF THE OWNER, OR OWNERS REPRESENTATIVE BEFORE IT SHALL BE ACCEPTED FOR SERVICE.
22. ALL CONDUIT, WIRE, FITTINGS, SUPPORTS AND HANGERS SHALL BE FURNISHED AND INSTALLED AS NECESSARY TO FURNISH A COMPLETE WORKING ELECTRICAL SYSTEM.
23. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER. IN AREAS WHERE SURFACE MOUNTING OF CONDUIT IS ACCEPTABLE THE CONDUIT SHALL BE RUN PARALLEL OR AT RIGHT ANGLES WITH STRUCTURAL MEMBERS. MULTIPLE RUNS OF CONDUIT IN THE SAME DIRECTION SHALL MAINTAIN SYMMETRICAL SPACING BETWEEN CONDUITS.
24. PVC COATED FLEXIBLE METAL CONDUIT SHALL BE FURNISHED AND INSTALLED FOR ALL UNDERGROUND OUTDOOR LOCATIONS. GALVANIZED CONDUIT FOR CONNECTIONS TO TRANSFORMERS, AND CONNECTIONS TO MOTORS. FURNISH AND INSTALL THE APPROPRIATELY RATED FITTINGS AS NECESSARY TO COMPLETE THE INSTALLATION. FLEXIBLE METAL CONDUIT SHALL CONTAIN A SEPARATE GROUND WIRE THROUGHOUT THE ENTIRE LENGTH.
26. DEVICES SHALL BE FURNISHED AND INSTALLED AS SHOWN ON THE DRAWINGS.
27. FURNISH AND INSTALL ALL DEVICES SHOWN ON THE DRAWINGS COMPLETE WITH ACCESSORIES AND OPTIONS LISTED. AFTER INSTALLATION ENSURE THAT THEY ARE CLEAN, AND FREE OF DIRT OR DEBRIS, AND THAT NO MONOGRAMS OR LABELS ARE VISIBLE ON THE FINISHED SURFACES.
28. PROVIDE WARNING TAPE AT 12" DEPTH ABOVE CONDUITS.
29. ALL CONDUCTORS SHALL BE STRANDED COPPER, 600 VOLT RATED. INSULATION TYPE SHALL BE THHN/THWN, FULLY COLOR CODED WITH GAUGE, TYPE AND MANUFACTURER MARKED EVERY 24" ALONG. CONDUCTOR COLOR CODE SHALL BE AS FOLLOWS:

480Y/277 VOLT SYSTEM	208Y/120 VOLT SYSTEM	240/120 HIGH DELTA LEG
BROWN PHASE A	BLACK PHASE A	BLACK PHASE A
ORANGE PHASE B	RED PHASE B	ORANGE PHASE B
YELLOW PHASE C	BLUE PHASE C	BLUE PHASE C
GRAY NEUTRAL	WHITE NEUTRAL	WHITE NEUTRAL
GREEN GROUND	GREEN GROUND	GREEN OR BARE GROUND

30. CONDUCTOR INSULATION RATING INSIDE LIGHT FIXTURES AND EQUIPMENT SHALL BE AS REQUIRED BY CODE AND MANUFACTURER'S RECOMMENDATIONS.
31. THE CONTRACTOR MAY COMBINE CONDUCTORS INTO COMMON HOMERUNS AT HIS DISCRETION, HOWEVER THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR MAINTAINING PROPER DERATION OF CONDUCTORS, VOLTAGE DROP, MOTOR STARTING CAPABILITIES, SHORT CIRCUIT REQUIREMENTS, AND AMPACITIES.
32. PANELBOARD DIRECTORIES SHALL BE UPDATED AS NECESSARY TO REFLECT THE FINISHED WORK. THE CONTRACTOR SHALL FURNISH ACCURATE AND TYPED PANEL SCHEDULES.

1 ABBREVIATIONS

NOT ALL OF THE ABBREVIATIONS ARE USED

#°C	SIZE OF TRADE SIZE CONDUIT. # WILL BE REPLACED BY A NUMBER; I.E. 1/2°C, 2°C.	KVA	KILOVOLT AMPERE
#P	NUMBER OF POLES. # IS REPLACED BY NUMBER, I.E. 1P, 2P, ETC.	KW	KILOWATT
#W	NUMBER OF WIRES, # IS REPLACED WITH A NUMBER, I.E. 3W, 4W, ETC.	KWH	KILOWATT HOUR
A	AMPERE	LV	LOW VOLTAGE
AC	ALTERNATING CURRENT	MCC	MOTOR CONTROL CENTER
ADA	AMERICANS WITH DISABILITIES ACT	MDSB	MAIN DISTRIBUTION SWITCHBOARD
AFF	ABOVE FINISHED FLOOR	MFR	MANUFACTURER
AFG	ABOVE FINISHED GRADE	MLO	MAIN LUG ONLY
AIC	AMPERE INTERRUPTING CAPACITY	N/A	NOT APPLICABLE
AL	ALUMINUM	NC	NORMALLY CLOSED
ANN	ANNUNCIATOR	NEC	NATIONAL ELECTRICAL CODE
AUX	AUXILIARY	NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
AWG	AMERICAN WIRE GAUGE	NESC	NATIONAL ELECTRICAL SAFETY CODE
CB	CIRCUIT BREAKER	NO	NORMALLY OPEN
CLG	CEILING	NO.	NUMBER
C	CONDUIT	OC	
CD	CANDELLA	O.H.	OPPOSITE HAND — MIRRORED OR ROTATED LAYOUT
CT	CURRENT TRANSFORMER	OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
CU	COPPER	PF	POWER FACTOR
DC	DIRECT CURRENT	PH	PHASE
DPDT	DOUBLE POLE, DOUBLE THROW	REV	REVISION
DPST	DOUBLE POLE, SINGLE THROW	RTU	ROOF TOP UNIT
E	EXISTING	SPDT	SINGLE POLE, DOUBLE THROW
EMT	ELECTRICAL METALLIC TUBING	SPST	SINGLE POLE, SINGLE THROW
EP	EXPLOSION PROOF	SST	SOFT START/STOP MOTOR STARTER
EWI	ELECTRIC WATER HEATER	SYMM	SYMMETRICAL
F	FUSE	TIB	TELEPHONE TERMINAL BOARD
FACP	FIRE ALARM CONTROL PANEL	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
GFI	GROUND FAULT INTERRUPTER	TYP	TYPICAL
GND	GROUND	UON	UNLESS OTHERWISE NOTED
HOA	HAND-OFF-AUTO	UPS	UNINTERRUPTIBLE POWER SUPPLY
HP	HORSE POWER	V	VOLTAGE
HVAC	HEATING VENTILATION AND AIR CONDITIONING	VA	VOLT-AMPERE
I/O	INPUT / OUTPUT	VFD	VARIABLE FREQUENCY MOTOR DRIVE
IG	ISOLATED GROUND	WP	WEATHERPROOF
INC	INCANDESCENT	XFMR	TRANSFORMER
J-BOX	JUNCTION BOX	XFR	TRANSFER SWITCH
KCMIL	THOUSAND CIRCULAR MIL		
KO	KNOCK OUT		
KV	KILOVOLT		

2 SYMBOLS

	CONDUIT CONTINUATION
	UNDERGROUND CONDUIT CONTINUATION
	HOMERUN
	JUNCTION BOX
	ELECTRICAL DISTRIBUTION LOAD CENTER/PANELBOARD
	CONTROL BOARD
	PEDESTRIAN / SITE LIGHTING
	LIGHT FIXTURE CALLOUT
	SHEET NOTE CALLOUT
	REVISION DELTA

DRAWING INDEX

E01	SYMBOLS, ABBREVIATIONS & SPECS
E02	HISTORICAL LIGHTS DETAILS
E11	CAPITOL BLVD. ELECTRICAL DEMOLITION PLAN
E21	CAPITOL BLVD. ELECTRICAL PLAN

PRELIMINARY
NOT FOR
CONSTRUCTION

AMY L. DOCKTER, P.E.
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BOISE, IDAHO 83702
PHONE: 208-343-4635 FAX: 208-343-1658

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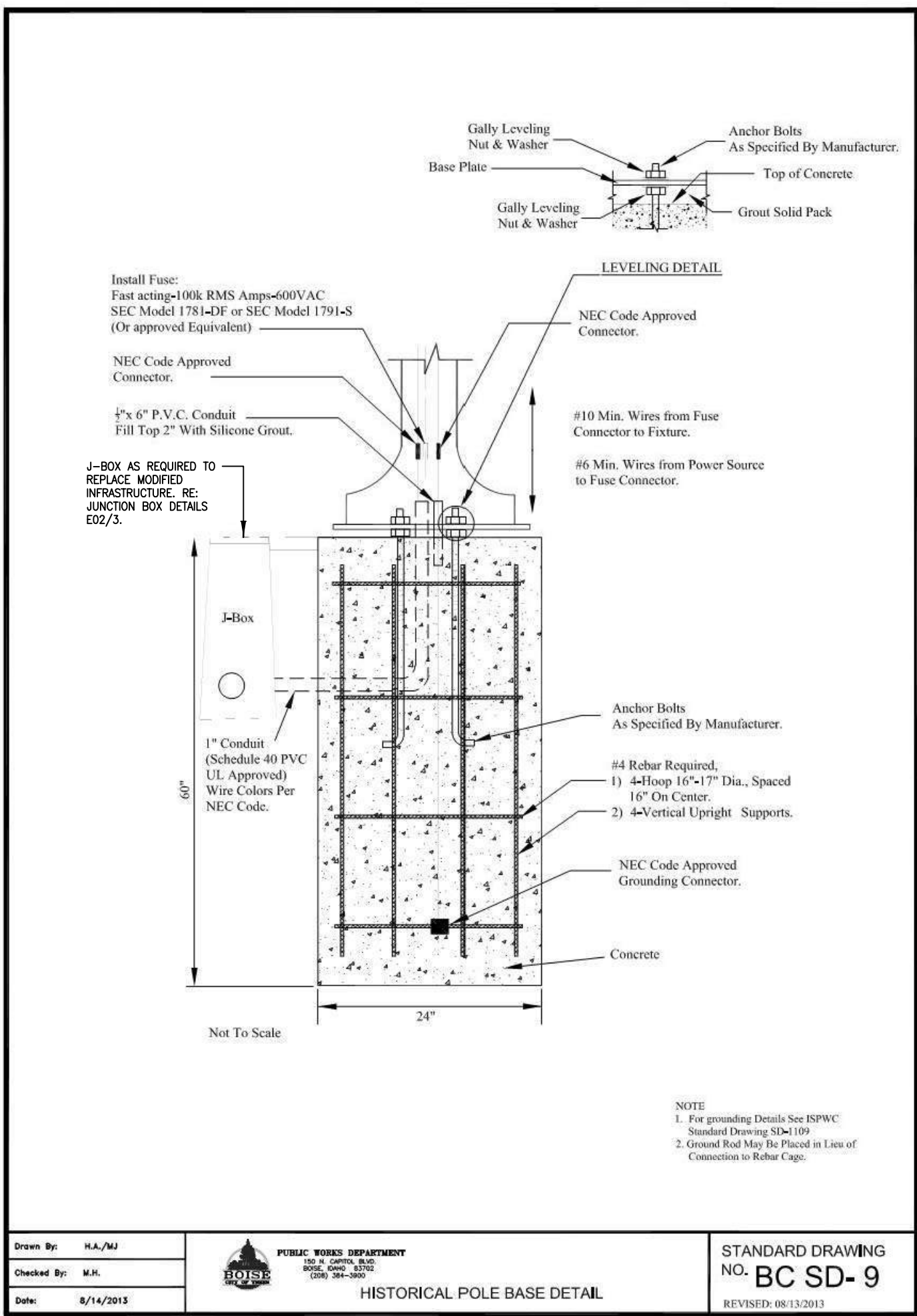
BID SET
05/09/18

PROJECT 17081	DATE 04-16-18
DRAWN CRP	CHECKED AKD

REVISED

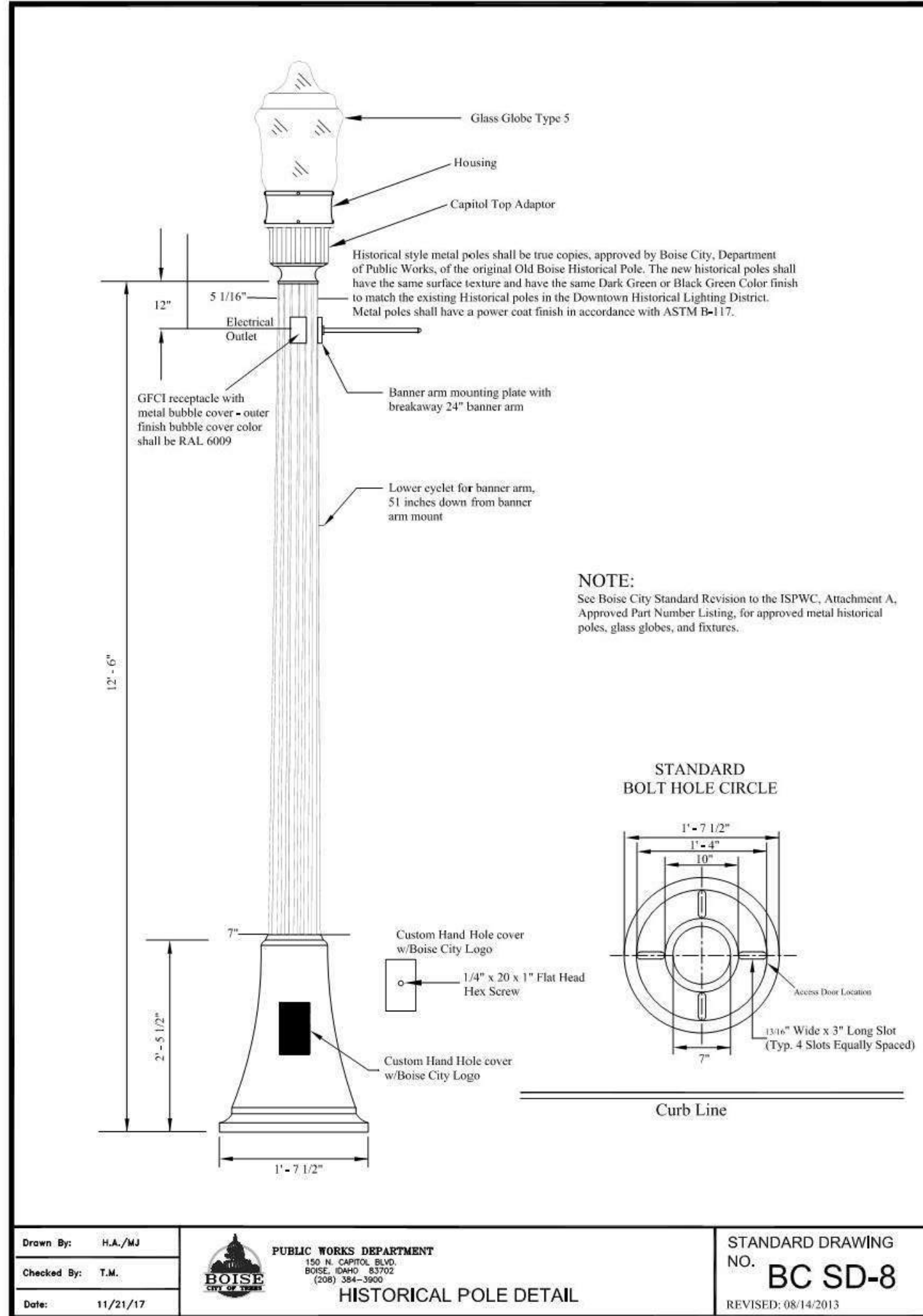
SHEET TITLE
SYMBOLS,
ABBREVIATIONS
& SPECS

SHEET
E01
ORIGINAL SHEET SIZE
24" x 36"



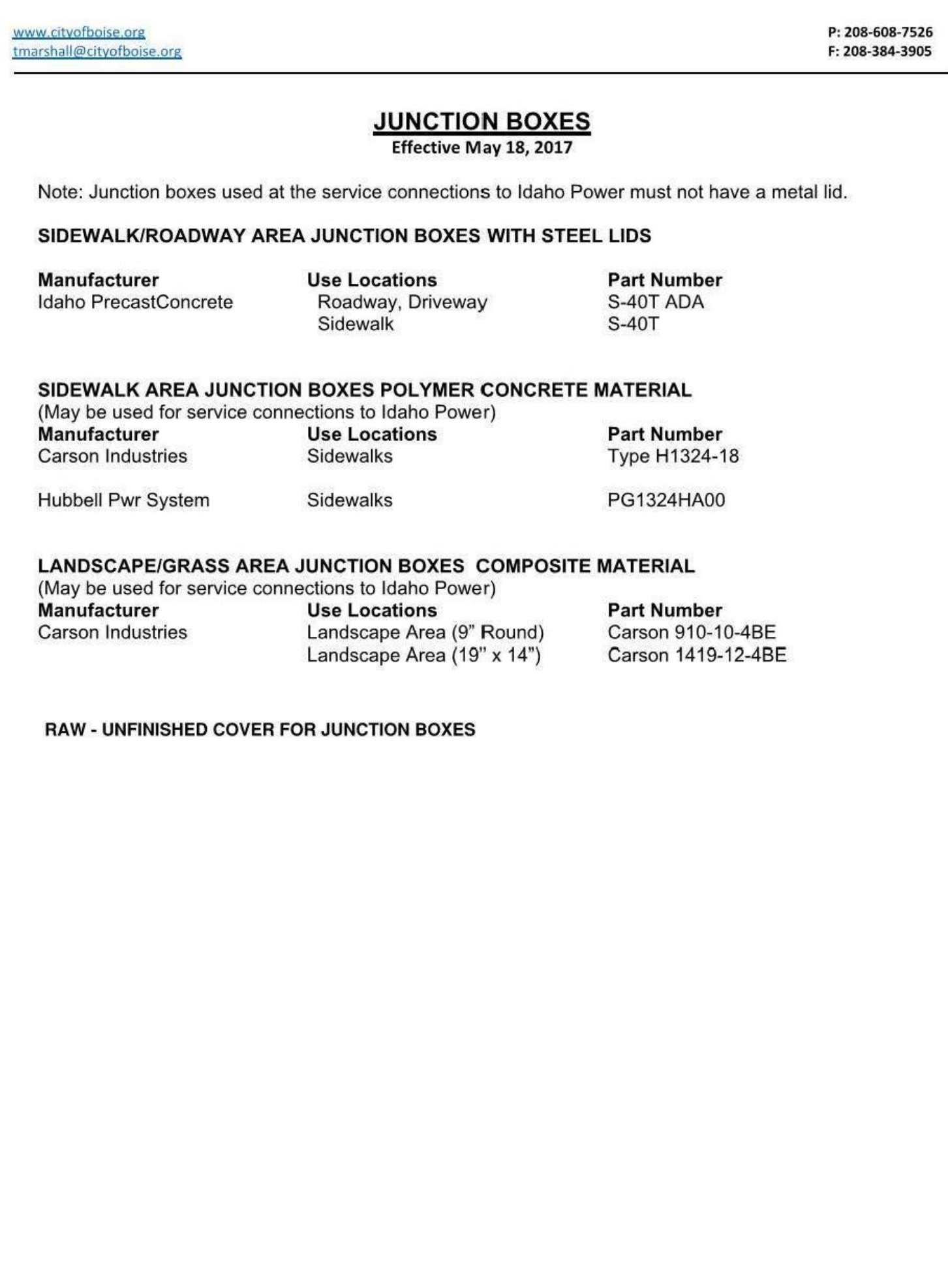
1 HISTORICAL POLE BASE DETAIL

SCALE NTS



2 HISTORICAL POLE DETAIL

SCALE NTS



3 JUNCTION BOX DETAILS

SCALE NTS

HISTORICAL POLES AND LIGHTS:

INCLUDES POLE, CAPITOL ADAPTER (IF APPLICABLE), FG-S DUPLEX GFCI OUTLET WITH TAYMAC BUBBLE COVER CAT # MX5280S, BREAKAWAY BANNER ARM, LOWER EYELET 51" BELOW BANNER ARM, AND CUSTOM HAND HOLE COVER WITH BOISE CITY LOGO. HISTORIC LIGHT POLES ARE EXEMPT FROM THE LED WATTAGE LABELING REQUIREMENT. LIGHT POLE AND ALL COMPONENTS SHALL BE RAL 6009 COLOR.

HOLOPHANE LED GLOBE, FIXTURE, UTILITY BASE * POLE*

BANNER ARM* EYEBOLT* RECEPTACLE* HOLOPHANE GLOBE ONLY HOLOPHANE LED ONLY

GVD P20 50K AS M RAL6009 5 NNU 5245 LUMENS 39 WATTS 134 LPW HB120 12-6 L/ABP07CLD107811- PROVS RFD236759 BAB 25B4 DGRG RFD236759 EBB DGRG RFD236759 FG-S DGRG RFD236759 GRANVILLE GVSN GLASS GVUEORIGRETRO P20 50K AS RAL6009

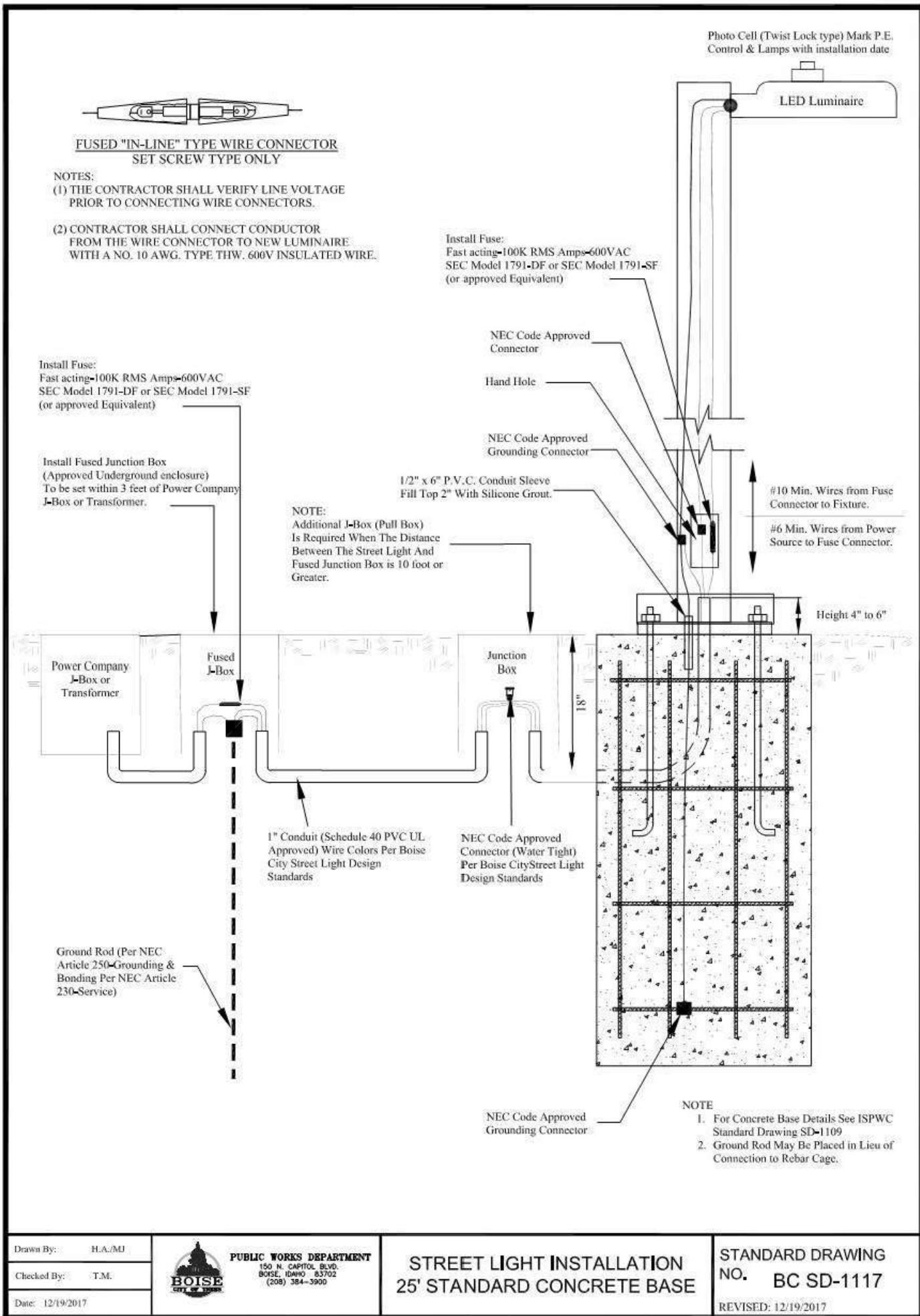
HOUSE SIDE SHIELD SOLID GVDHSS12.

APPROVED PART NUMBER LISTING- HISTORICAL POLES AND LIGHTS

BEFORE ORDERING ANY PART OF THE HISTORIC POLES THE CONTRACTOR SHALL VERIFY PART NUMBERS WITH TOM MARSHALL 208-608-7526.

BOISE CITY NOTES:

- CONTRACTORS INSTALLING LIGHTING WILL BE REQUIRED TO CONTACT BOISE CITY PUBLIC WORKS INSPECTION SECTION 48 HRS. PRIOR TO SCHEDULE THE PRELIMINARY INSPECTION PRIOR TO PLACING CONCRETE OR COVERING CONDUITS. IN ADDITION, THE ELECTRICAL CONTRACTOR IS REQUIRED TO CALL 24 HRS. IN ADVANCE TO SCHEDULE A FINAL INSPECTION BY THE BOISE CITY PUBLIC WORKS INSPECTION SECTION AFTER ALL WORK HAS BEEN COMPLETED. ELECTRICAL CONTRACTOR MUST BE PRESENT ALL INSPECTIONS (TO SCHEDULE YOUR PUBLIC WORKS INSPECTION, PHONE 208-608-7549.) FOR METERED SERVICES AN ADDITIONAL INSPECTION IS REQUIRED BY THE ELECTRICAL INSPECTOR HAVING JURISDICTION AT THE PROJECTS LOCATION (BOISE CITY WITHIN CITY LIMITS, STATE IF IN THE COUNTY WITHIN THE CITY'S AREA OF IMPACT.
- FOR DESIGN INFORMATION OR QUESTION, CONTACT TOM MARSHALL (208) 608-7526 ALL STREET LIGHTS SHALL BE INSTALLED PER ISPPWC, NEC CODES, ACHD CODES FOR WORKING WITH IN THE PUBLIC RIGHT-OF-WAY, AND BOISE CITY PUBLIC WORKS STREET LIGHT STANDARD REVISIONS TO THE ISPPWC.
- DEVELOPER SHALL NOT CONNECT, OR ALLOW ANY SUBCONTRACTOR TO CONNECT ANY IRRIGATION TIMERS, DECORATIVE LIGHTING, ENTRANCE LIGHTING, OR OUTLETS OF OTHER ELECTRICAL DEVICES TO ANY STREET LIGHTING CIRCUITS. ANY AND ALL IRRIGATION TIMERS, DECORATIVE LIGHTING, ENTRANCE LIGHTING, OUTLETS OR OTHER ELECTRICAL DEVICES SHALL BE CONNECTED DIRECTLY TO IDAHO POWER AT AN IDAHO POWER APPROVED LOCATION VIA A SEPARATE CONDUIT SYSTEM.
- UNDERGROUND WIRE SHALL BE #6 COPPER, AWG, THWN, 600 VOLT INSULATED (NO ALUMINUM WIRE.)
- OVERHEAD WIRE CAN BE EITHER #6 COPPER OR ALUMINUM DUPLEX WITH ASCR NEUTRAL MESSAGE.
- ALL ELECTRICAL CONDUIT SHALL BE SCHEDULE 40, PVC, UL LABELED.
- A LOCATING WIRE IS REQUIRED IN ALL EMPTY PVC ELECTRICAL CONDUITS.
- FOR SERVICE CABINET INSTALLATION, AN ELECTRICAL PERMIT IS REQUIRED FROM BOISE CITY BUILDING DEPARTMENT OR THE STATE IF LOCATED IN THE COUNTY.



4 STREET LIGHT INSTALLATION

SCALE NTS

City of Boise Public Works Street Light Requirements

January 2, 2018

Conductor

All conductors in Cabinets, Junction Boxes, and Conduits shall be AWG # 6 copper
AWG # 10 conductors shall only be used inside light poles



- Neutral wire shall be **white** NEC 200.6
- NEC states the Grounding wire shall be **green**

Circuits

- Lighting circuits are 30A 2P **NOT** 120V for meter cabinets
- "A" phase is Black
- "B" phase is Red
- Receptacle conductors are Blue & White

Bonding

- NEC 250 -148 Continuity and Attachment of Equipment Grounding Conductors to Boxes & their cover with the use of a # 6 compression lug.
- Light pole, Pole Base, and Fixture shall be connected to the Grounding Wire



Cabinets

- Ground rod should be bonded with the grounding bar
- The neutral bar shall be bonded with the grounding bar at point of service
- 2" conduit should feed all cabinets on the line side (Idaho Power side)
- 2" conduits for all load side for Historical Poles or downtown
- 1" conduits are acceptable for subdivisions or small commercial projects on load side, ask the Street Lighting Technician if in doubt (Tom) 208-440-2320
- Must have a test switch in **all** cabinets
- Must have photo cell designed by the cabinet maker installed in cabinet, **NO EXCEPTIONS**
- No timers in meter cabinets
- City of Boise Planning and Development Services Electrical Inspector (208-608-7070) must inspect **all** cabinets before a final inspection by Public Works
- Must have Electrical permit for new service

Wire Connectors

The only acceptable wire connectors for all underground installations for street lights:



NSI ISPB52/0 1 IN / 1 OUT
NSI ISPB2/0-2 2 PORT
NSI ISPB2/0-3 3 PORT
NSI ISPB2/0-4 4 PORT
NSI ISPB02/0 1 IN / 2 OUT



POLARIS™ EDGE
Pre-insulated Connectors
For Street Lighting.



HOMAC USL 30

Historical poles

- Must have GFCI receptacles with TayMac Metal Bubble cover (MX5280S) with outer finish color RAL6009 or similar.
- Must have Banner Arm, Eye Bolt
- See Drawing BC SD-8 & BC SD-9

Inspections

- Call Public Works Inspections at 208-608-7549 to schedule inspections
- Contractor must be onsite for all inspections
- Arc Fault current shall be labeled at Pole and/or cabinet

Website

Cityofboise.org → Public Works → Development Permits or Requirements → Street Lights

Please contact Tom with any questions.

208-608-7526

tmarshall@cityofboise.org

6 WIRE CONNECTORS DETAILS

SCALE NTS

PRELIMINARY
NOT FOR
CONSTRUCTION

AMY L. DOKTER, P.E.
200 BROAD STREET
BOISE, IDAHO 83702
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PROJECT 17081	DATE 04-16-18
DRAWN CRP	CHECKED AKD

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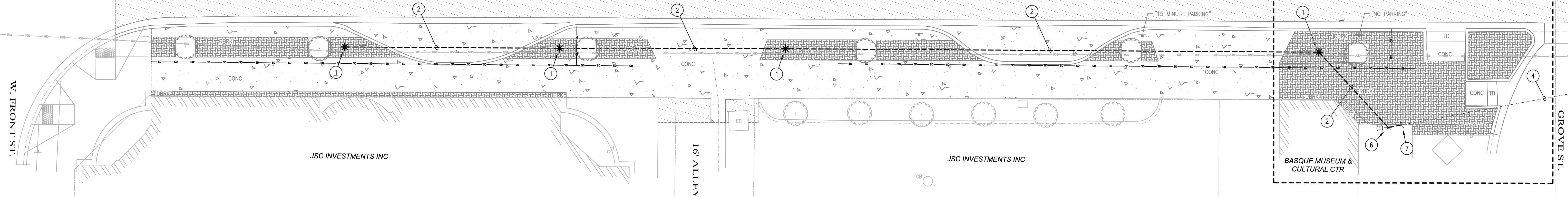
SHEET TITLE
**HISTORICAL
LIGHTS
DETAILS**

SHEET

E02

ORIGINAL SHEET SIZE
24" x 36"

N. CAPITOL BLVD.



1 CAPITOL BLVD. DEMO PLAN (FRONT ST. - GROVE ST.)

GENERAL NOTES:

- A. TYPE AND LOCATION OF EXISTING UTILITIES SHOWN IS BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND LOCATING ALL EXISTING UTILITIES PRIOR TO DEMOLITION AND EXCAVATION. COORDINATE WITH UTILITY COMPANIES FOR SCHEDULING OF DISCONNECTION AND FOR CAPPING PROCEDURES. COORDINATE ALL DISRUPTIONS WITH UTILITY SERVICES WITH ARCHITECT AND ADJACENT BUSINESSES THREE DAYS PRIOR TO SCHEDULED DISRUPTION.
- B. DEMOLITION OF LIGHT POLES, ELECTRICAL CONDUIT AND UNDERGROUND UTILITIES SHALL NOT INTERFERE WITH THE OPERATION OF EXISTING LIGHTING, ELECTRICAL SYSTEM OF UTILITIES WHICH REMAIN. TEMPORARY REROUTING OF LINES MAY BE REQUIRED TO ENSURE CONTINUOUS OPERATION OF THOSE SYSTEMS NOT SCHEDULED FOR DEMOLITION.
- C. CONTRACTOR SHALL REFER TO THE CIVIL DRAWINGS FOR SITE COORDINATION OF DEMOLITION AND NEW CONSTRUCTION.
- D. SEE BOISE CITY NOTES AND DETAILS SHEET E02, AND SHEET E11.

COORDINATE ALL LOCATIONS AND REQUIREMENTS WITH CITY OF BOISE, TOM MARSHALL (208)608-7526.

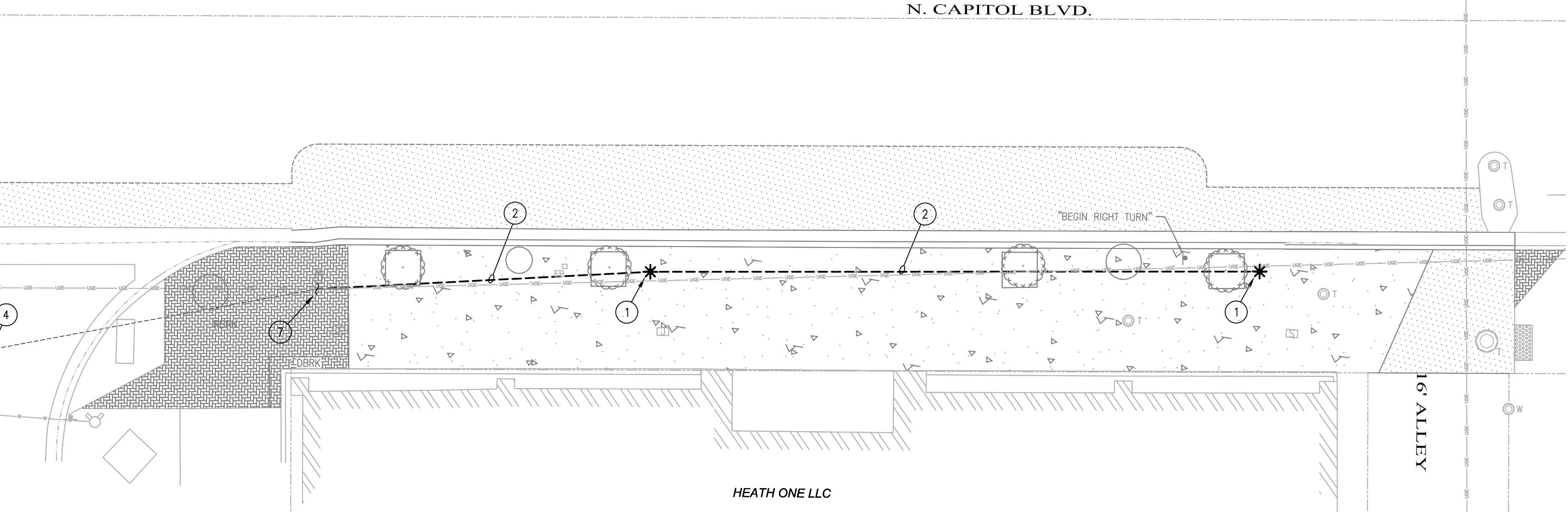
SHEET NOTES:

1. EXISTING HISTORICAL BASE, POLE, RECEPTACLE AND LIGHT FIXTURE SHALL BE DE-ENERGIZED, DISCONNECTED AND REMOVED. CONTACT CITY OF BOISE PUBLIC WORKS, TOM MARSHALL, 208-608-7526 TO PICK UP POLES AFTER REMOVAL.
2. EXISTING UNDERGROUND HISTORICAL LIGHTING AND RECEPTABLES CONDUIT, CONDUCTORS AND CONTROL WIRING TO BE REMOVED AND REPLACED WITH NEW FOR NEW HISTORICAL FIXTURES. SEE SHEET E02 AND E21.
3. EXISTING UNDERGROUND CONDUIT(S) CROSSING CAPITOL BLVD. INTERCEPT AND EXTEND NEW CONDUIT, CONDUCTORS, AND CONTROL WIRING FOR NEW HISTORICAL LIGHT FIXTURES AND RECEPTABLES INDICATED. ROUTE TO EXISTING LIGHTING CONTROL CABINET ACROSS STREET ADJACENT THE US BANK BUILDING FOR POWER AND CONTROLS. RE: SHEETS E11/4 AND E21.
4. EXISTING UNDERGROUND CONDUIT(S) TO REMAIN CROSSING GROVE STREET. DEMO EXISTING CONDUCTORS AND USE AS RACEWAY WITH PULL ROPE FOR NEW CONDUCTORS AND CONTROL WIRING FOR NEW HISTORICAL LIGHTS AND RECEPTABLES. SEE SHEET E21.
5. EXISTING UNDERGROUND CONDUIT(S) CROSSING IDAHO STREET AND CAPITOL BLVD. INTERCEPT AND EXTEND NEW CONDUIT, CONDUCTORS AND CONTROL WIRING FOR NEW AND EXISTING HISTORICAL LIGHTS AND RECEPTABLES AS INDICATED. POWER AND CONTROLLED FROM EXISTING LIGHTING CONTROL CABINET ADJACENT ~~FORK RESTAURANT~~. SEE SHEET E21 AND E31.
6. EXISTING HISTORICAL FIXTURES TO REMAIN AND ~~BE RE-ROUTED TO EXISTING LIGHTING CONTROL CABINET ADJACENT FORK RESTAURANT~~.
7. VERIFY LOCATION TO INTERCEPT EXISTING CONDUIT(S) CROSSING STREET TO ROUTE NEW FEEDERS WITH CITY OF BOISE (TOM MARSHALL), AND THE GENERAL CONTRACTOR.



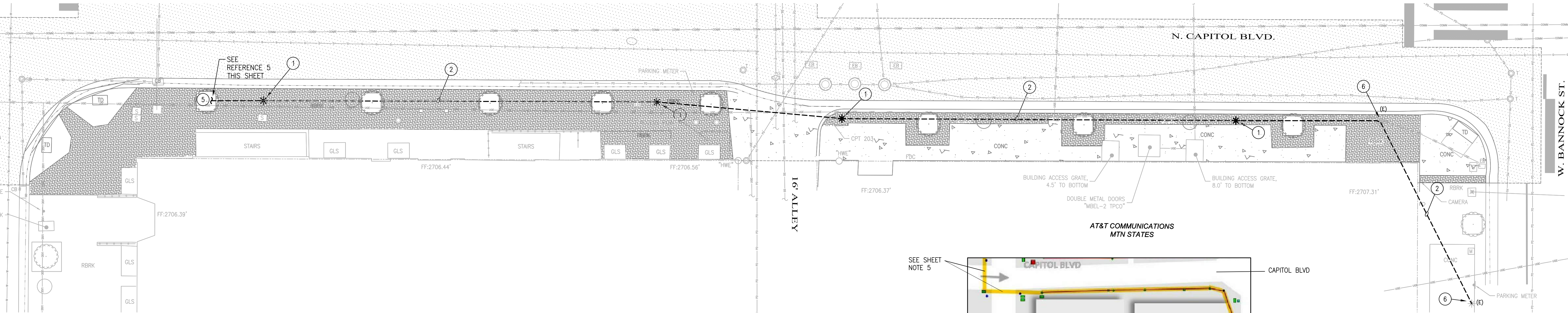
4 GROVE STREET & CAPITOL REFERENCE

SCALE NTS

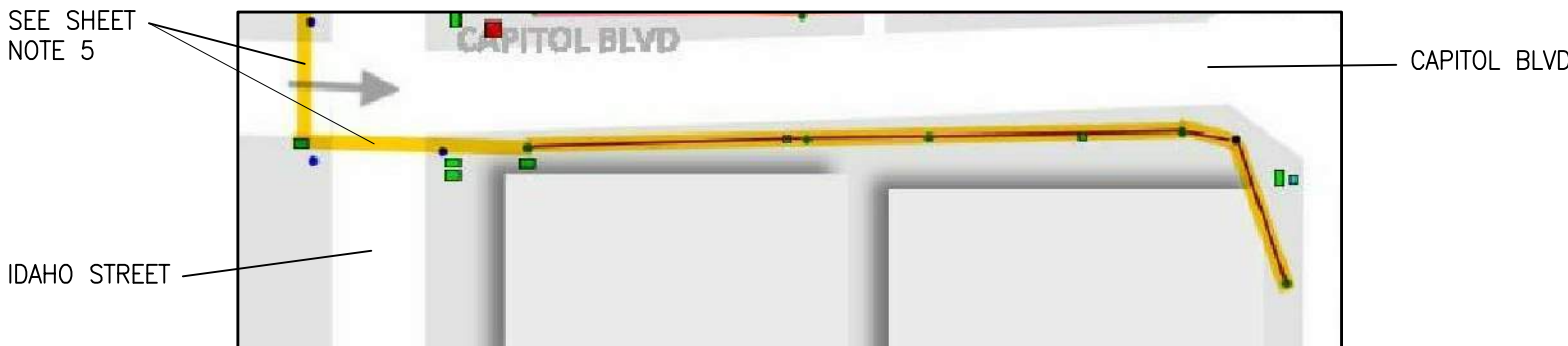


2 CAPITOL BLVD. DEMO PLAN (GROVE ST. - ALLEY)

N. CAPITOL BLVD.



3 CAPITOL BLVD. DEMO PLAN (IDAHO - BANNOCK ST.)



5 IDAHO STREET & CAPITOL BLVD REFERENCE

SCALE NTS

PRELIMINARY
NOT FOR
CONSTRUCTION

AMY L. DOKTER, P.E.

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BOISE, IDAHO
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PROJECT 17081 DATE 04-16-18
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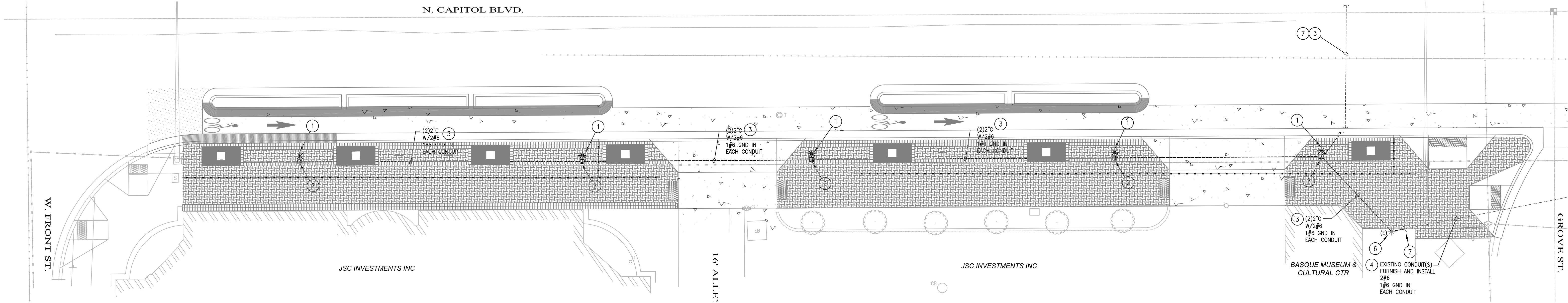
REVISED

SHEET TITLE
CAPITOL BLVD.
ELECTRICAL
DEMO PLAN

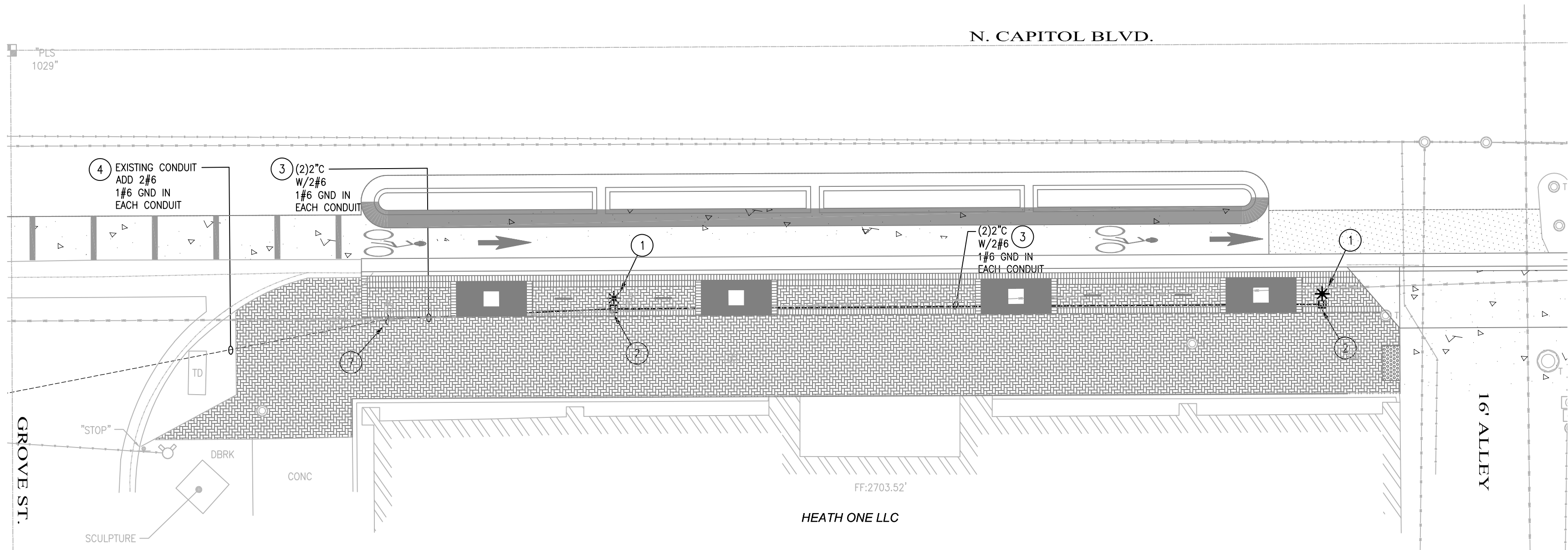
SHEET

E11

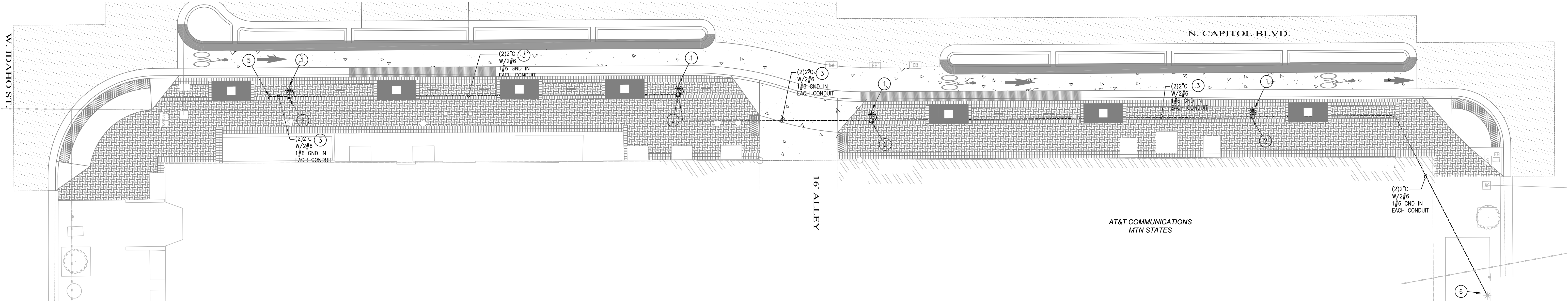
ORIGINAL SHEET SIZE
24" x 36"



1 CAPITOL BLVD. ELECTRICAL PLAN
1"=10'
0 5 10 20 30 40
SCALE IN FEET



2 CAPITOL BLVD. ELECTRICAL PLAN
1"=10'
0 5 10 20 30 40
SCALE IN FEET



3 CAPITOL BLVD. ELECTRICAL PLAN
1"=10'
0 5 10 20 30 40
SCALE IN FEET

GENERAL NOTES:

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- DEMOLITION OF LIGHT POLES, ELECTRICAL CONDUIT AND UNDERGROUND UTILITIES SHALL NOT INTERFERE WITH THE OPERATION OF EXISTING LIGHTING, ELECTRICAL SYSTEM OF UTILITIES WHICH REMAIN. TEMPORARY REROUTING OF LINES MAY BE REQUIRED TO ENSURE CONTINUOUS OPERATION OF THOSE SYSTEMS NOT SCHEDULED FOR DEMOLITION.
- CONTRACTOR SHALL REFER TO THE CIVIL DRAWINGS FOR SITE COORDINATION OF DEMOLITION AND NEW CONSTRUCTION.
- SEE BOISE CITY NOTES AND DETAILS SHEET E02, AND SHEET E11.

COORDINATE ALL LOCATIONS AND REQUIREMENTS
WITH CITY OF BOISE, TOM MARSHALL (206)608-7526.

SHEET NOTES:

- FURNISH AND INSTALL NEW BOISE CITY STANDARD HISTORICAL BASE, LIGHTING POLE, RECEPTACLE AND LED LIGHT FIXTURE.
- FURNISH AND INSTALL NEW BOISE CITY FLUSH MOUNTED ELECTRICAL JUNCTION BOX ADJACENT HISTORICAL POLES AS REQUIRED BY BOISE CITY.
- FURNISH, INSTALL AND LABEL CITY REQUIRED TWO 2 INCH SCHEDULE 40 PVC CONDUITS WITH 2 #6 AWG COPPER AND 1# 6 AWG COPPER GROUND IN EACH CONDUIT. ONE FOR LIGHTING AND ONE FOR RECEPTACLES. TYPICAL ALL WIRE TO THE POLE JUNCTION BOXES AND BETWEEN POLE JUNCTION BOXES AND SERVICE ~~TO EXISTING LIGHTING~~ ~~CONTROL CABINET ON N 6TH STREET IN FRONT OF FORK RESTAURANT AS REQUIRED~~.
- INTERCEPT AND EXTEND NEW 2#6 AWG COPPER AND 1#6 AWG COPPER GROUND IN EACH CONDUIT, ONE FOR HISTORICAL LIGHTS AND THE OTHER FOR RECEPTACLES IN EXISTING CONDUIT LOCATED UNDER GROVE STREET. ONE FOR LIGHTING AND ONE FOR RECEPTACLES. INTERCEPT AND EXTEND CONDUIT(S) TO NEW AS INDICATED.
- EXISTING UNDERGROUND CONDUIT(S) CROSSING IDAHO STREET AND CAPITOL BLVD. INTERCEPT AND EXTEND NEW CONDUIT, CONDUCTORS AND CONTROL WIRING FOR NEW AND EXISTING HISTORICAL LIGHTS AND RECEPTACLES AS INDICATED. POWER AND CONTROLLED FROM EXISTING LIGHTING CONTROL CABINET ~~ADJACENT FORK RESTAURANT~~. SEE SHEET E21 AND E31.
- EXISTING HISTORICAL FIXTURES TO REMAIN AND BE RE-CIRCUITED TO EXISTING LIGHTING CONTROL CABINET 00059N ADJACENT FORK RESTAURANT.
- VERIFY LOCATION TO INTERCEPT EXISTING CONDUIT(S) CROSSING STREET TO ROUTE NEW FEEDERS WITH CITY OF BOISE (TOM MARSHALL), AND THE GENERAL CONTRACTOR.

PRELIMINARY
NOT FOR
CONSTRUCTION

CENTRAL DISTRICT RENOVATION
BOISE, ID

CSHQ

BID SET
05/09/18

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REVISED

SHEET TITLE
CAPITOL BLVD.
ELECTRICAL
PLAN

SHEET

E21

ORIGINAL SHEET SIZE
24" x 36"

AMY L. DOKTER, P.E.

200 BROAD STREET
BOISE, IDAHO
PHONE: 208-343-4635 FAX: 208-343-1838

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AGENDA BILL

Agenda Subject: Resolution No. 1554 Westside Downtown Urban Park Master Development Agreement		Date: June 11, 2018
Staff Contact: Doug Woodruff	Attachments: Resolution No. 1554 which includes the Master Development Agreement	
Action Requested: Adopt Resolution No. 1554 approving the Westside Downtown Urban Park Master Development Agreement		

Background:

If approved and subsequently executed by all parties, the Master Development Agreement (MDA) sets forth the Agency's ability to create a public urban park in the Westside Downtown urban renewal district.

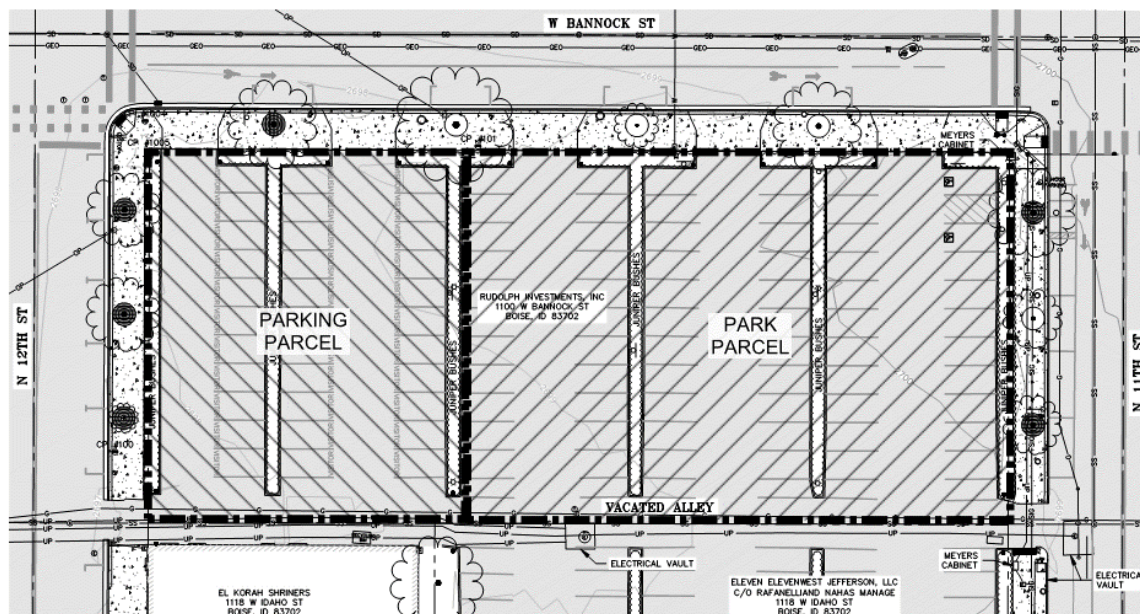
The proposed project site was identified and the associated agreements were negotiated in response to a myriad of public interests. These public interests include:

- A need identified by the public in the City's Downtown Parks and Public Spaces Master Plan for a public open space in this neighborhood.
- Shifting land use is trending toward residential infill in this area. A public space within walking distance of these new downtown residents is needed.
- 11th Street and Bannock Street are important bicycle corridors to which a public space with bicycle amenities would be beneficial.
- CCDC owned real estate within walking distance of the project site has potential for redevelopment of uses that will both complement and utilize this public park.
- The park site is surrounded by surface parking lots that detract from downtown's vibrancy, walkability and economic vitality. Making this public investment will catalyze private investment in housing, dining, office, and neighborhood services next to and near the public park.

Master Development Agreement

CCDC, City, and Eleven Eleven West Jefferson LLC (“Eleven Eleven”) have negotiated the terms of Agency’s participation in the construction of the Park and have draft a Master Development Agreement (the “Master Agreement”). It addresses the City’s sublease of the Site, the ongoing maintenance and operation of the Project, parking needs for the park, the process to select a final design of the Project, and the construction and funding for the Project.

Eleven Eleven leases the half block of real property that fronts 12th Street, Bannock Street, and 11th Street. That lease expires September 30, 2058. Eleven Eleven intends to sublease an approximate two-thirds portion (0.56 acres) of the Site to the City of Boise to be used as a public park. Refer to the “Park Parcel” on the included map. The sublease of the Park Parcel will expire by its own terms September 30, 2058.



Eleven Eleven and the City have also negotiated a joint use agreement of the “Parking Parcel,” as depicted on the included map, to provide private visitor parking for Eleven Eleven’s adjacent property Boise Plaza during business hours, and to provide public parking every evening and weekend. It also includes provision for occasional public event use of the Parking Parcel during business hours.

The process to select the final design includes a key stakeholder working group composed of public and private parties. A public open house is scheduled on Boise Plaza’s terrace on June 14, 2018 from 5 to 7:30pm to gather input from the general public. Property owners and residents within a half mile radius of the park were notified two weeks in advance. After public input has been collected, a preferred design concept will be prepared and then presented to the Agency, the Parks Commission, and City Council for approval later this summer.

CCDC is responsible for design, public engagement, and construction of the park. City of Boise Parks and Recreation department is responsible for the ongoing ownership, operation, and

maintenance of the public park. Eleven Eleven is responsible for the ongoing ownership, operation, and maintenance of the parking lot.

Fiscal Notes:

The total project budget for the Westside Downtown Urban Park (the “Westside Park”) is \$3,030,000. This includes all planning, design, soft costs, and construction costs.

The Agency’s FY2018 approved budget includes \$2,000,000 for the Westside Park project. The City of Boise agrees to contribute \$1,000,000 to the Westside Park project per the terms of the Type 4 Participation Agreement. Eleven Eleven West Jefferson LLC agrees to contribute \$30,000 to the Westside Park project per the terms of the Master Development Agreement.

Staff Recommendation:

Staff recommends approval of Resolution No. 1554.

Suggested Motion:

I move to Adopt Resolution No. 1554 approving the Westside Downtown Urban Park Master Development Agreement.

RESOLUTION NO. 1554

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 MASTER DEVELOPMENT AGREEMENT BETWEEN THE AGENCY, ELEVEN ELEVEN WEST JEFFERSON, LLC, AND THE CITY OF BOISE; AUTHORIZING THE CHAIRMAN, VICE-CHAIRMAN, OR 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, a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency");

WHEREAS, the Agency, a public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and 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 for the purpose of financing the undertaking of any urban renewal project (collectively the "Act");

WHEREAS, the City of Boise City, Idaho ("City"), after notice duly published, conducted a public hearing on the Westside Downtown Urban Renewal Plan (the "Westside Plan");

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

WHEREAS, Eleven Eleven West Jefferson, LLC ("Eleven Eleven"), leases certain real property (the "Site") located in the Westside Urban Renewal District ("Westside District"), as created by the Westside Plan;

WHEREAS, the term of Eleven Eleven's lease of the Site expires September 30, 2058;

WHEREAS, Eleven Eleven intends on leasing a portion of the Site to City to be used as a City urban park for the benefit of the public (the "Project");

WHEREAS, Agency, City, and Eleven Eleven have negotiated the terms of Agency's participation in the construction of the Project and have draft a Master Development Agreement (the "Master Agreement") that addresses the process to select a final design of the Project, the City's lease of the Site, the ongoing maintenance and operation of the Project, parking needs for the park, Agency's rights to cure any defaults of the agreements between City and Eleven Eleven, and the construction and funding for the Project;

WHEREAS, the Agency has determined that it is in the public interest to enter into the Master Agreement with City and Eleven Eleven whereby Agency will design and construct the Project with participation from both City and Eleven Eleven;

WHEREAS, attached hereto as Attachment 1, and incorporated herein as if set forth in full, is the Master Agreement with City and Eleven Eleven, and exhibits thereto;

WHEREAS, the Agency deems it appropriate to approve the Agreement; and

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Master Agreement and to authorize the Chairman, Vice-Chairman or Executive Director to execute the Master Agreement;

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 Master Agreement, which is attached hereto as Attachment 1 and incorporated herein by reference, is hereby approved.

Section 3: That the Chairman, Vice-Chairman, or Executive Director of the Agency are hereby authorized to sign and enter into the Master Agreement on behalf of the Agency and to execute all necessary documents required to implement the actions contemplated by the Master Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the June 11, 2018, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Master Agreement and to perform any and all other duties required pursuant to said Master Agreement.

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 June 11, 2018.
Signed by the Chairman of the Board of Commissioners, and attested by the Secretary
to the Board of Commissioners, on June 11, 2018.

APPROVED:

By _____
Chairman

ATTEST:
By _____
Secretary

4840-6711-9663, v. 1

MASTER DEVELOPMENT AGREEMENT

THIS MASTER DEVELOPMENT AGREEMENT ("**Agreement**") is effective the date last indicated below and entered into between Eleven Eleven West Jefferson LLC, an Idaho limited liability company ("**Developer**"), The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body corporate and politic, organized under the laws of the state of Idaho ("**Agency**"), and the city of Boise City, an Idaho municipal corporation ("**City**") (collectively, the "**Parties**").

RECITALS

Developer leases certain property (the "**Property**") described in Exhibit A, incorporated herein by reference, which is currently used for surface parking, pursuant to a Lease Agreement, dated June 3, 1968, with Developer, as tenant, and Rudolph Investments, Inc., as landlord ("**Rudolph**").

Developer, City, and Agency desire to construct a public park (to be referred to herein as the "**Westside Downtown Urban Park**" or "**Westside Park**") on a portion of the Property for the use and enjoyment of the public and to improve the current parking facilities located on the remaining portion of the Property (collectively, such construction and improvements, the "**Project**").

Public parks add to the vibrancy of downtown Boise, provide amenities to the public, help to foster adjacent economic growth, create a pedestrian and bicycle friendly atmosphere, and benefit the public.

The Parties have agreed it to be in the best interest of the Parties and the public to redevelop the Property as a public park and private parking on the terms and conditions set forth herein.

AGREEMENT

The Parties do hereby enter into this Agreement to memorialize their respective duties, rights and obligations related to the redevelopment of the Property for the purposes set forth herein.

1. Purpose. The purpose of this Agreement is to memorialize the Parties' agreement concerning (i) the sublease of a portion of the Property (the "**Public Park Parcel**") from Developer by the City, (ii) the construction of approved improvements to develop a public park on the Public Park Parcel (the "**Park Improvements**") and approved parking improvements on the Private Parcel (the "**Parking Lot Improvements**"), (iii) the design and approval of the Park Improvements and Parking Lot Improvements to be constructed by Agency on the Parcels; (iv) the construction of streetscape improvements on the adjacent public rights of way, and (v) the use and

maintenance of the Parcels by the Parties. Public Park Parcel and Private Parcel are identified and generally depicted on Exhibit B and may be referred to herein collectively as the “**Parcels**”. The Parties agree to amend this Agreement to attach the final legal descriptions of the Public Park Parcel and Private Parcel upon the Subdivision (described in Section 3).

2. Documents. To facilitate the development of the Project as set forth herein, the Parties have agreed to the form of the following documents (“**Project Documents**”):

a. T4 Participation Agreement. City and Agency shall execute the T4 Participation Agreement substantially in the form attached hereto as Exhibit C. Developer has no obligations under the T4 Participation Agreement.

b. Sublease. City and Developer shall execute the agreement substantially in the form attached hereto as Exhibit D (the “**Sublease**”), relating to and providing for the sublease of Public Park Parcel to City from Developer. Agency has no obligations under the Sublease, but does have a right to cure any tenant default as set forth in the Sublease.

c. Park and the Parking Lot Maintenance Agreement. City and Developer shall execute the agreement substantially in the form attached hereto as Exhibit E (the “**Joint Use and Maintenance Agreement**”), relating to and providing for the use maintenance of the Parcels. Agency has no obligations under Joint Use and Maintenance Agreement, but does have a right to cure any City default as set forth in the Joint Use and Maintenance Agreement.

The Parties acknowledge that the Project Documents are an important part of the development, design, and construction of the Project and hereby incorporate the Project Documents into this Agreement. In addition to the Parties' respective duties, rights, and obligations found in this Agreement, the Project Documents set forth additional duties, rights and obligations associated with the development, design, and construction of the Project. The duties, rights and obligations in the Project Documents have equal force as those duties, rights and obligations found in this Agreement.

3. Parcel Split. The Property is currently one parcel, Ada County Tax Parcel No. R1013003153. Prior to the Commencement of Construction (defined below), Agency or the City, at their sole cost and expense will cause the Property to be subdivided into two separate taxable parcels (corresponding with Public Park Parcel and Private Parcel) (the “**Subdivision**”). Developer agrees to assist Agency or City in obtaining the necessary approvals from Rudolph to file the application and complete the Subdivision.

4. Park Design.

a. Stakeholder Working Group. All parties shall in good faith participate in a three-part workshop (“**Workshop**”) with Agency’s design consultants to develop a “**Final Design**”

Concept.” The Final Design Concept shall be agreed upon and approved by the Parties within ninety (90) days of the Effective Date. The approval process shall substantially be as follows:

- i. At the conclusion of the Workshop, Developer will either provide written approval of the Final Design Concept or, if Developer does not approve of the Final Concept Design, provide written notice of termination of this Agreement
- ii. Upon Agency’s receipt of Developer’s written notice of approval of the Final Design Concept, Agency shall consider approval of the Final Design at a regularly scheduled or special meeting of the Agency’s Board of Commissioners.
- iii. Upon the Agency’s Board of Commissioner’s approval of the Final Concept Design, the Final Concept Design shall be submitted to Boise City Design Review (“Design Review”) for review and approval by Design Review. Any substantial changes requested by Design Review must be approved by Agency and Developer.
- iv. Upon approval of the Final Concept Design by Design Review, the City’s Parks and Recreation Department will consider recommending approval of the Final Concept Design approved by Design Review to the Boise City Council.
- v. Upon Parks & Rec’s recommendation for approval of the Final Concept Design, City Council shall consider approval of the Final Concept Design.
- vi. Upon approval of the Final Concept Design by the City Council, the Parties shall have approved the Final Concept Design.

In the event the conditions set forth in 4(a)(ii)-(vi) are not satisfied, this Agreement shall terminate and be of no further force effect, unless otherwise agreed to by the Parties.

b. Final Concept Design. The Final Concept Design shall include a narrative description of the Project, statement of any proposed phasing, a critical path analysis identifying key milestones in the planning and construction stages for the Project, an estimate for Project construction and design costs (including any construction management fees for any design professionals), and an estimated Project construction schedule.

The Final Concept Design, once approved by the Parties, shall not be subject to subsequent disapproval unless substantial changes to the Final Concept Design are required by Design Review or substantial changes are proposed by Agency, at which time the approval process shall be re-started among the Parties as noted below.

For purposes of this section, and this section only, a “substantial change” is defined as any change in the Final Concept Design that changes the circulation patterns of the Park Improvements and the Parking Lot Improvements, changes the ratio of green space in relation to hardscape in the Park or Parking Lot, materially changes the function of or use of features of the

Park, or reduces the parking counts on the Private Parcel below thirty-two (32) stalls which includes two (2) ADA parking stalls. Changes that would not be considered "substantial" are changes to building materials or landscaping materials (plants, trees, etc.), changes to concept plan and park features required to meet civil, mechanical, electrical, or structural engineering standards; changes to plans required to obtain building permits for construction; adjustments to concept plan or use features to improve constructability, durability, or cost effectiveness; or similar immaterial changes so long as such changes would not require a re-submittal to Design Review.

The Final Concept Design shall be used by Agency (through its selected design professional) to draft the technical drawings and construction plans to be provided to the contractor selected to construct the Project.

c Revised Design Concept. In the event that after the Final Design Concept is agreed to by all parties, a substantial change is desired by any party, Agency shall provide City and Developer, for their approval, the revised Final Concept Design (the "Revised Design") and a narrative indicating how the Revised Design differs from the previously approved design. If the City or Developer fails to either approve or disapprove of the Revised Design within ten (10) days after receipt, said non-responding Party will be deemed to have approved the Revised Design. Any disapproval shall state in writing the reasons for disapproval and the requested changes. Agency upon receipt of a disapproval shall either (1) revise such plans, drawings, and related documents (or such portions thereof) and resubmit them to the Parties as soon as possible after receipt of the notice of disapproval for review and approval as set forth in this subsection, or (2) respond to the Parties that no changes to the Final Concept Design will be made if the Parties do not agree to the such changes.

5. Costs of Construction and Payment of Obligations. Upon completion and approval of the Final Concept Design, the Parties shall contribute the following amounts on the stated terms and conditions:

- a.** Agency agrees to pay up to Two Million Dollars for the design and construction of the Project.
- b.** City agrees to pay up to One Million Dollars which shall be used by Agency to assist in the payment for the design and construction of the Project, payable according to the T4 Agreement between Agency and the City.
- c.** Upon approval of the Final Concept Design by Design Review, Developer agrees to pay up to \$30,000 which shall be used by Agency to assist in the payment for a portion of the design and construction of the Parking Lot Improvements upon Developer' approval the materials and improvements to be installed as part of the Parking Lot Improvements.

Agency's obligations to construct Park Improvements and the Parking Lot Improvements are expressly conditioned on both City and Developer meeting their respective payment obligations under this Section.

6. Construction of Park Improvements and the Parking Lot Improvements.

a. Agency Obligations for Construction. Agency shall be responsible for the following:

- i. Construction of the Project as depicted on the Final Concept Design.
- ii. Management of the construction of Project. Agency shall enter into a contract for the construction of Project with a properly licensed general contractor.
- iii. Obtaining all building permits and necessary government approvals for the construction of the Project, provided the City and Developer agree to assist Agency as necessary to obtain such permits and approvals.

b. Preliminary Commencement and Completion Schedule

- i. Construction of the Project shall commence within seven (7) days of the effective date of the Sublease.
- ii. Construction of the Project shall be completed no later than seven (7) months after the Commencement of Construction.

Notwithstanding the foregoing, the Parking Lot Improvements will be completed within sixty (60) days after the Commencement Date of the Sublease unless otherwise agreed by the Parties.

"Commencement of Construction" shall mean issuance of a building permit for the Project and start of excavation.

"Completion of Construction" shall mean the date the Agency issues the Agency's contractor a Certificate of Substantial Completion for the Project and the Park Parcel has been released to City and the Parking Parcel has been released to Developer.

7. Use and Maintenance. Following completion of construction of Project, the operation and maintenance of Project shall be as set forth in Joint Use and Maintenance Agreement.

8. Design and Construction Plan Ownership. Agency shall own the Initial Designs Concept, the Final Concept Design, and the technical drawings and construction plans for Project

(collectively the “**Plans**”). Agency shall provide a non-revocable license for the Plans to the City and Developer, which shall be limited to use of the Plans in connection with the operation, maintenance, repair, and replacement of Westside Park and the Parking Lot, as applicable, but may not otherwise be used for purposes unrelated to the Project.

9. Assignment of Warranties. Upon completion of construction of Bannock Park, Agency shall assign (to the extent such assignment will not invalidate such warranty) any warranties for the work performed by Agency’s general contractor and subcontractors and material suppliers with respect to Westside Park to the City. Upon completion of construction of the Parking Lot Improvements, Agency shall assign (to the extent such assignment will not invalidate such warranty) any warranties for the work performed by Agency’s general contractor and subcontractors and material suppliers with respect to the Parking Lot Improvements to Developer.

In the event any warranty is not assignable or the assignment or would invalidate or reduce the scope of any warranty, Agency shall enforce, for the benefit of the City or Developer, as applicable, at the benefited Party’s sole cost and expense the non-assigned warranties. Agency shall provide the City and Developer with copies of all applicable non-assigned warranties. No Party shall take any action, which to the Party’s actual knowledge, shall invalidate any of the warranties and shall provide the other Party’s with written notice of all warranty claims. Each Party will notify the other Parties as soon as reasonably practicable following actual discovery of any potential problems which may be covered by a warranty, but no delay in providing such notice shall affect or limit the enforcement of any warranty.

10. Insurance Obligations

With respect to the construction of the Project, Agency shall, or through its contractors, obtain and maintain in force insurance of the following types, with limits not less than those set forth below with respect to the Project, and with the following requirements:

a. Commercial General Liability Insurance (Occurrence Form) with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000. The products/completed operations liability coverage shall be maintained in full force and effect for not less than two (2) years following Final Completion of the Project. All policies shall be occurrence form policies and not a claims-made policy.

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 Developer’s employees, and Employer’s Liability Insurance with

minimum limits as required by law. Agency 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, 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.

All insurance provided under this Agreement shall include a waiver of subrogation by the insurers in favor of the other Parties. Developer hereby releases Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of Agency's performance under this Agreement or construction of the Project to the extent such losses or claims are covered by an applicable insurance policy. Agency hereby releases Developer, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of Developer's performance under this Agreement or construction of the Project to the extent such losses or claims are covered by an applicable insurance policy. Agency (or its contractors) shall name Developer and City as loss payees and additional insured by endorsement to the CGL and Automobile Liability policies.

All policies of insurance required by this Agreement shall be issued by insurance companies with a financial strength rating of A (or equivalent ratings if such are changed) as rated in the most current available "Best's Insurance Reports" and qualified to do business in the State of Idaho.

11. Indemnification.

To the fullest extent permitted by law, Developer, either through itself or others, shall indemnify and hold harmless Agency, City and their respective officers, directors, board members, members, consultants, agents and employees (the "**Indemnitees**") from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of Developer's obligations under this Agreement, but only to the extent caused by the negligent or intentional acts or omissions of Developer or anyone employed directly or indirectly by Developer or by anyone for whose acts Developer may be liable. Developer shall not be required to indemnify or hold harmless the Indemnitees for any negligent acts or omissions of the Indemnitees.

To the fullest extent permitted by law, Agency shall indemnify and hold harmless Developer, its officers, directors or members, contractors, subcontractors or anyone employed directly or indirectly by any of them, from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs and expenses, but only to the extent caused by the negligent or intentional acts or omissions of Agency; provided, however, that nothing in the foregoing or elsewhere in this Agreement is intended, nor may it be construed

to increase the limits of liability of Agency as capped by the Idaho Tort Claims Act (Idaho Code § 6-901 through § 6-929), or to otherwise lessen the protections afforded Agency under said Act. Agency shall be entitled to reimbursement of any defense costs paid above Agency's percentage of liability for the underlying claim to the extent provided for by the subsection above.

To the fullest extent permitted by law, City shall indemnify and hold harmless Developer, its officers, directors or members, contractors, subcontractors or anyone employed directly or indirectly by any of them, from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs and expenses, but only to the extent caused by the negligent or intentional acts or omissions of City; provided, however, that nothing in the foregoing or elsewhere in this Agreement is intended, nor may it be construed to increase the limits of liability of City as capped by the Idaho Tort Claims Act (Idaho Code § 6-901 through § 6-929), or to otherwise lessen the protections afforded City under said Act. City shall be entitled to reimbursement of any defense costs paid above Agency's percentage of liability for the underlying claim to the extent provided for by the subsection above.

12. Construction Staging. The Private Parcel may not be used for construction staging for the construction of the Project.

13. Right to Complete Construction. In the event Agency defaults on its obligation to construct Project after the Commencement of Construction on Project, Developer may complete the construction of Park Improvements at its own cost and expense. In the event Developer elects to complete the construction of Westside Park, the Sublease shall automatically terminate and Developer shall have no right to seek reimbursement from Agency or City for the costs Developer incurred in constructing Park Improvements.

Alternatively, if Agency defaults on its obligation to construct the Project after the Commencement of Construction on the Project, Developer may elect to not complete construction of Park Improvements and the Parking Lot Improvements. In such case, Agency shall, at its cost and expense, return the Public Park Parcel and the Private Parcel to substantially the same condition as existed prior to the commencement of any construction, at which time the Sublease shall automatically terminate and Developer shall have no right to seek reimbursement from Agency or City for any costs or damages arising out of this Agreement, subject to Section 11.

14. Termination. If the construction of Park Improvements by either Agency or Agency's contractors does not commence by December 31, 2019, this Agreement shall automatically terminate and the Sublease shall automatically terminate, and be of no further force or effect other than any terms that survive expiration or termination of the Sublease.

15. Effect of Termination. In the event this Agreement is terminated as set forth in Section 15, no Party to this Agreement shall have any further obligations to the others arising

under the terms of this Agreement other than the indemnification obligations set forth in Section 11.

16. Forced Delay. Neither Agency nor any successor in interest to Agency shall be considered in breach or default of its obligations with respect the Commencement of Construction and Completion of Construction of the Project, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including: 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; adverse economic conditions; 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 Agency shall not excuse performance by Agency); or any other causes beyond the control or without the fault of Agency. The time for the performance of the obligations shall be extended for the period of delay, as mutually determined by the Parties, if Agency shall request it in writing of the other Parties within thirty (30) days after the beginning of the forced delay. Times of performance under this Agreement may also be extended in writing by Agency, City, and Developer.

17. Dispute Resolution. In the event that a dispute arises between the Parties regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

18. 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, addressed to the appropriate party at the address set forth below:

Agency:	John Brunelle, Executive Director Capital City Development Corporation 121 N. 9 th Street, Suite 501 Boise, Idaho 83701
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With a copy to: Elam & Burke
ATTN: Matt Parks
251 E. Front Street, Suite 300
P.O. Box 1539
Boise, Idaho 83701

Developer: Eleven Eleven West Jefferson, LLC
ATTN: Scott Schoenherr
702 W. Idaho Street, Suite 825
Boise, Idaho 83702-8905

With a copy to: Varin Wardwell LLC
ATTN: Anne C. Kunkel
242 North 8th Street, Suite 220
Boise, Idaho 83702

City: Boise City Parks and Recreation Department
ATTN: Director
1104 W. Royal Boulevard
Boise, Idaho 83706

With a copy to: Boise City Attorney's Office
ATTN: Parks & Recreation Attorney
150 N. Capitol Boulevard
P.O. Box 500
Boise, Idaho 83701-0500

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.

19. General Provisions.

a. Attorneys' Fees. In the event either party initiates or defends any legal action or proceeding in any way connected with this Agreement, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' fees (including, without limitation, its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

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

c Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

d. No Third Party Beneficiary Rights. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

e Successors and Assigns. The terms, covenants, conditions and agreements contained herein shall be binding upon, and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto. In no event shall this Agreement be assignable by any Party without the other Parties' consent, which consent shall not be unreasonably withheld.

f. Modification. This Agreement shall not be modified without the written agreement of all of the parties hereto.

g Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

[end of text]

EXECUTED and EFFECTIVE as of the date last set forth below.

**The Urban Renewal Agency of Boise City, Idaho,
also known as Capital City Development Corporation**

By: _____
Chairperson
_____, 2018

Attest:

Secretary

City of Boise

By: _____
Its: _____
_____, 2018

Attest:

Secretary

Eleven Eleven West Jefferson LLC

_____.
By: Scott Schoenherr
Its Manager
_____, 2018

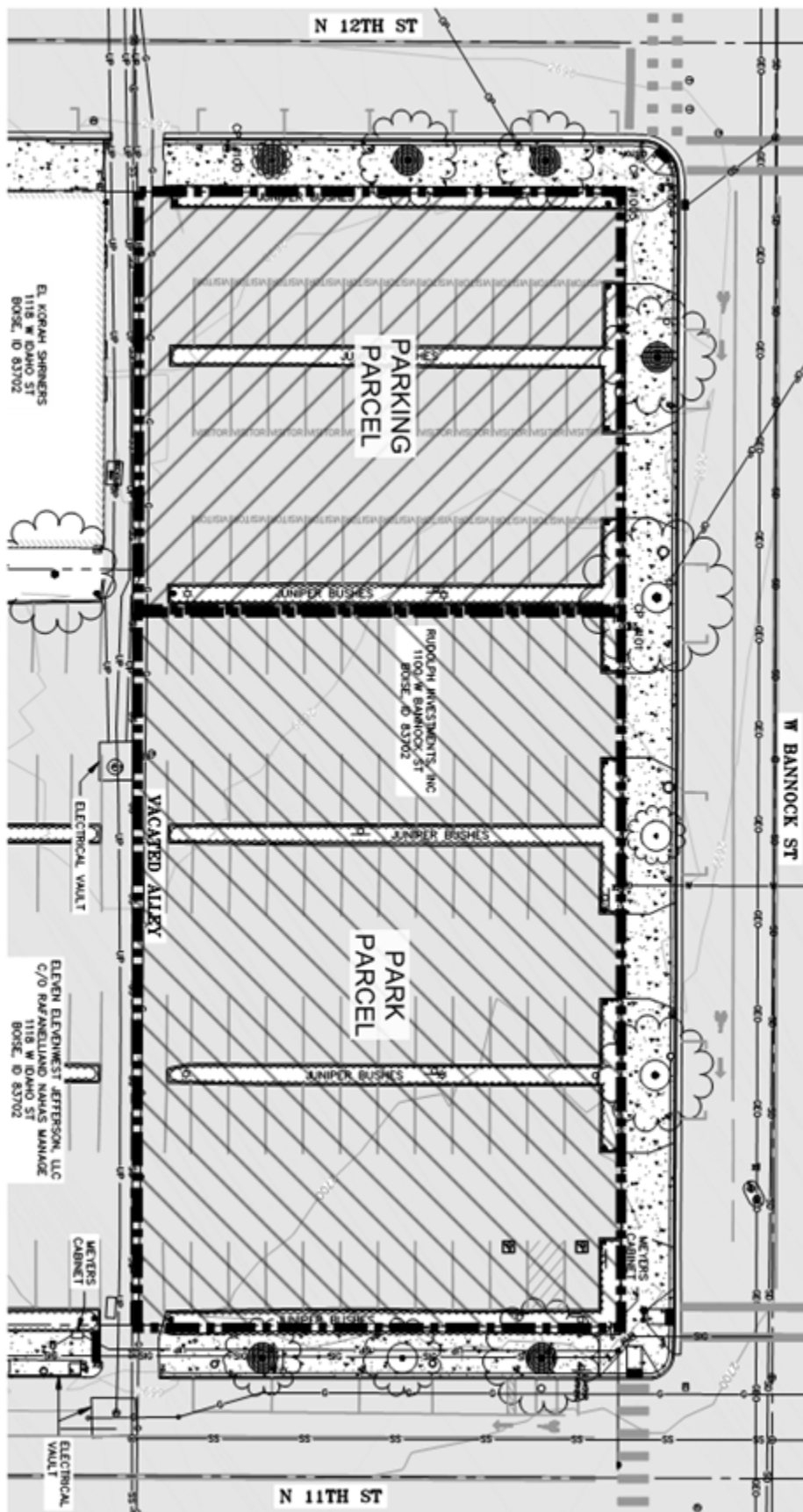
SCHEDULE OF EXHIBITS

- Exhibit A – Legal Description of the Property
- Exhibit B – Depiction of the Property, including the Park Parcel and Parking Parcel
- Exhibit C – Form of T4 Participation Agreement
- Exhibit D – Form of Sublease
- Exhibit E – Form of Joint Use and Maintenance Agreement

Exhibit A – Legal Description of the Property

Lots Seven, Eight, Nine, Ten, Eleven and Twelve,
Block Forty-seven, Boise City Original Townsite,
according to the plat thereof filed in Book 1 of
Plats at Page 1, records of Ada County, State of
Idaho.

Exhibit B – Depiction of the Property, including the Park Parcel and Parking Parcel



CAPITAL CITY DEVELOPMENT CORPORATION
CITY OF BOISE CITY, IDAHO
TYPE 4 CAPITAL IMPROVEMENT CONTRIBUTION AGREEMENT
WESTSIDE DISTRICT URBAN PARK

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

RECITALS

A. In February 2017, the City adopted the *"Downtown Parks and Public Spaces Master Plan"* which recommends a large public space near the intersection of 11th Street and Bannock Street to meet the growing need and desire for public amenities in the Westside Urban Renewal District ("Westside District").

B. The City has entered into an agreement with Rafanelli & Nahas, a real estate development firm in Boise, to sublease certain real property as an urban park located at 1100 West Bannock Street, Boise, Idaho (the "Project Site"), depicted on attached Exhibit A.

C. The Project Site is located in the Westside Urban Renewal District ("Westside District"), and the construction of an urban park will contribute to enhancing and revitalizing the Westside District.

D. CCDC and the City desire to construct a public park, presently referred to as the Westside District Urban Park (the "Park"), to be consistent with: the Westside Urban Renewal Plan adopted by Boise City Council on December 4, 2001; the *"Downtown Parks and Public Spaces Master Plan"* adopted by the Boise City Council in February 2017; and the *"Boise Streetscape Standards and Specifications Manual"* ("Streetscape Standards") adopted by the Boise City Council on April 19, 2016.

E. 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.

F. CCDC and the City have determined that it is in the best public interest to enter into this Type 4 Capital Improvement Contribution Agreement whereby the Parties agree they will collaborate on design, CCDC will provide for certain funding and construction, and the City will contribute funding for a portion of the project costs as detailed herein in order to achieve the objectives desired by the Parties all in accordance with CCDC's Participation Program.

AGREEMENT

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

1. **Purpose.** The purpose of this Agreement is to memorialize the Parties' agreement concerning the financial contributions for construction of public improvements on the Project Site for the Park.

2. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date on which this Agreement was signed by the last of the Parties to execute it. The Parties acknowledge that this Agreement may be approved and executed prior to other agreements involving the Parties which are necessary for the completion of the Project. Those other agreements being:

- **Master Development Agreement** – between CCDC and City and Eleven Eleven West Jefferson LLC
- **Sublease** – between City and Eleven Eleven West Jefferson LLC
- **Right of First Refusal** – between City and Rudolph Investments, Inc. and Eleven Eleven West Jefferson LLC
- **Joint Use and Maintenance Agreement** – between City and Eleven Eleven West Jefferson LLC

If either Party fails to execute any one of the agreements listed above, that Party's failure shall constitute a default hereunder and in such event this Agreement shall terminate and the duties, rights, and obligations of the Parties shall terminate.

3. **Term.** This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or 2.) twenty-four (24) months from the Effective Date, whichever comes first.

4. **Extension.** Either Party may request one (1) one-year extension of this Agreement, which extension request shall be in writing and delivered to the non-requesting Party as provided herein. The non-requesting Party shall not unreasonably delay, condition, or deny approval of the other Party's extension request.

5. **Park Design.** The Parties will collaborate on the design of the Park. Expenses involved in creating the Final Concept Design, the technical drawings, and the construction plans shall be paid by CCDC and included when calculating the total project cost. CCDC shall own the Final Concept Design, the technical drawings, and the construction plans for the Park.

6. **Construction of the Park.** CCDC agrees to construct the Park consistent with the following:

- a. Construction shall be in accordance with the overall Boise City infrastructure plans, policies, and design standards and the applicable portions of the Streetscape Standards. CCDC has contracted with Wright Brothers, The Building Company LLC as the Construction Manager-General Contractor ("CM/GC") and has contracted with Jensen-Belts Associates as the Project Landscape Architect.
- b. CCDC and the City shall schedule regular construction meetings, inspections, and a final inspection meeting to ensure that the Park is constructed pursuant to this Agreement.

7. **Payment Obligation.** The total amount to be paid by City to CCDC for the public improvements constructed under this Agreement (the "Payment Obligation") shall be a lump sum amount of ONE MILLION DOLLARS (\$1,000,000.00).

8. **Method of Payment.** Upon issuance of Boise City Building Permit to CCDC for construction of the Park, CCDC shall invoice City for the full amount of the City's payment obligation set forth above. CCDC's invoice to City for the Project shall be paid within thirty (30) days of receipt. In the event construction of the Park is cancelled or abandoned after City has paid its Payment Obligation, CCDC will refund the City Payment Obligation within thirty (30) days of termination of the construction contract between CCDC and the CM/GC.

9. **Review of Construction Plans.** Upon City's request, City shall have the right and the opportunity to review CCDC's construction plans, budgets, and bids for the Park (collectively the "Construction Documents"). Through its CM/GC, CCDC will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Westside District Urban Park is constructed consistent with the Construction Documents and are undertaken in a reasonable manner.

10. **Notification of Completion; Inspection.** Upon substantial completion of construction, The Agency shall notify City in writing to request a construction inspection meeting with CCDC to determine if the Park meets the requirements of this Agreement. City shall provide CCDC with written confirmation that the Park Project has been completed in compliance with this Agreement.

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

12. **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. In the event of a default, the non-defaulting Party may do the following:

- a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.

13. 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.

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

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

16. 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.

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

If to Boise City: Jennifer Tomlinson, Parks Superintendent
City of Boise, Parks and Recreation Department
1104 Royal Boulevard
Boise, Idaho 83706
jtomlinson@cityofboise.org

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

If to CCDC: Doug Woodruff, Project Manager
121 N. 9th Street, Suite 501
Boise, Idaho 83702
dwoodruff@ccdcb Boise.com

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

18. Indemnification. The following indemnification provisions shall be deemed as separate and independent from this Agreement in the event there is any default, termination, cancelation, or expiration of this Agreement and shall expressly shall survive any such default, termination, cancelation, or expiration:

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

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

subcontractors to designate City and CCDC as additional named insureds for the insurance coverages on the Project.

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

21. Maintenance After Construction. City shall maintain or arrange for the maintenance of the Park as may be required by the Boise City Code or the Ada County Highway District. City's obligations, as set forth in this Section shall survive the termination of this Agreement. City acknowledges and agrees CCDC has no obligations to maintain the improvements constructed as part of the Westside District Urban Park or any other maintenance obligations under this Agreement.

22. Promotion of Project. Either Party may promote the Park Project and its involvement, including the placement of reasonable signage at or near the Project Site and inclusion of information on websites and social media.

23. Warranty. CCDC warrants that the materials and workmanship employed in the construction of the Park are of good quality and conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of at least one (1) year after substantial completion. Provided, nothing herein shall limit the time within which City may bring an action against CCDC on account of CCDC's failure to otherwise construct such improvements in accordance with this Agreement.

24. Forced Delay. Neither CCDC nor City, nor any successor in interest to either Party, shall be considered in breach or default of its obligations with respect to the preparation of the Property for redevelopment or the commencement and completion of construction of the improvements, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including 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; adverse economic conditions; 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. The time for the performance of the obligations shall be extended for the period of delay, as mutually determined by CCDC and City, if the party seeking the extension shall request it in writing of the other party within thirty (30) days after the beginning of the forced delay. Times of performance under this Agreement may also be extended in writing by CCDC and City.

25. Dispute Resolution. In the event that a dispute arises between CCDC and City 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 thirty (30) 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 thirty (30) 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.

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

27. Amendments to this Agreement. CCDC and City agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto which may be made by any of the Parties hereto, lending institutions, bond counsel, financial consultants, or underwriters, 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.

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

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

FOR CCDC:

By: John Brunelle, Executive Director

Date: _____

Approved as to form:

CCDC Budget Info / For Office Use	
Account	303-3310

Mary Watson, General Counsel | Contracts Manager

Date: _____

FOR BOISE CITY:

ATTEST:

By: _____

David H. Bieter, Mayor
Lynda Lowry, *Ex-Officio* City Clerk

Date: _____

Date: _____

Approved as to form:

Rob Lockward, Deputy City Attorney

Date: _____

Exhibits:

A: Project Site Map

Project Site Map



Exhibit D – Form of Sublease

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this “**Sublease**”) is entered into this _____ day of _____, 2018, by and between Eleven Eleven West Jefferson, LLC, an Idaho limited liability company (“**Sublessor**”), having an address of 702 W. Idaho Street, Suite 825, Boise, Idaho 83702, and Boise City, an Idaho municipal corporation (the “**City**,” or “**Sublessee**”), having an address of 150 N. Capitol Boulevard, P.O. Box 500, Boise, Idaho 83701-0500, and The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body corporate and politic, organized under the laws of the state of Idaho (“**CCDC**”), having an address of 121 N. 9th Street, Suite 501, Boise, Idaho 83701. Separately, Sublessor, Sublessee, and CCDC each may be referred to as a “**Party**,” or together as the “**Parties**”.

RECITALS

A. On December 4, 2001, the Sublessee adopted ordinance no. 6108, which approved the Westside Downtown Urban Renewal Plan.

B. Rudolph Investments, Inc., an Idaho corporation (“**Landlord**”) owns fee title to that certain parcel of real property (the “**Property**”) designated by the Ada County Assessor as parcel number R1013003153, addressed as 1100 W. Bannock Street, in Boise City, Ada County, Idaho, as more particularly described in **Exhibit A** and generally depicted on **Exhibit B**, both of which are attached hereto and incorporated herein by this reference.

C. On or about June 3, 1968, the Property was leased to Boise Cascade Corporation for a term of ninety (90) years (the “**Lease Term**”), which was memorialized as recorded in the official records of Ada County, Idaho, as instrument number 791038, on or about December 14, 1971 (the “**Lease**”), a copy of which and all amendments thereto is attached hereto as **Exhibit C** and is incorporated herein by this reference. Through a series of assignments, Sublessor is the successor in interest to the leasehold interest and is the current Sublessee under the Lease.

D. Pursuant to the Lease, Sublessor is required to pay the rental amount of Thirty Thousand Dollars per year (the “**Lease Payment**”) for the remainder of the Lease Term.

E. Sublessor desires to subleases a portion of the Property to Sublessee.

F. The Parties intend for Sublessee to have all rights and obligations contained in the Lease regarding, and primary dominion and control over, the Public Park Parcel, and for Sublessor to retain all rights and obligations contained in the Lease regarding, and primary dominion and control over, the Private Parcel.

G. The Parties desire to enter into this Sublease and intended, among other purposes, to document the respective rights and obligations of each of the Parties with respect to the Property on the terms and conditions contained herein.

AGREEMENT

In consideration of the above recitals, the agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals Incorporated.** The above recitals are not mere recitals, and are expressly incorporated herein as material terms of this Sublease by this reference.

2. **One-time Lot Split.**

a. As set forth in the Master Development Agreement between the Parties and CCDC, dated even date herewith (the “MDA”), the Property will be subdivided into two separate tax parcels:

i. The “**Public Park Parcel**”, which shall consist of those areas of the Property more particularly described on the attached **Exhibit D**, which is incorporated herein by this reference; and

ii. The “**Private Parcel**”, which shall consist of that portion of the Property not included within the Public Park Parcel.

The Parties agree to amend this Sublease by attaching the legal description of the Public Park Parcel to **Exhibit D** if not available as of the Effective Date.

3. **Sublease.** Subject to the terms and conditions contained in this Sublease, Sublessor hereby subleases, demises, and lets unto Sublessee the Public Park Parcel for the uses described below, subject to the terms and conditions contained in the Lease, as amended, and subject to the terms and conditions contained herein.

4. **Commencement Date, Sublease Term; Termination of the Lease; Expiration.**

a. The term of this Sublease shall commence on that date which is 70 days after Sublessee provides written notice to Sublessor that CCDC has applied for the initial building permit to commence construction pursuant to MDA (the “**Commencement Date**”) and be for the remainder of the Lease Term, which ends on the 30th day of September, 2058, unless sooner terminated as provided in the Lease and this Sublease (the “**Term**”).

b. Upon termination of the Lease for any reason, this Sublease shall terminate immediately, without any further action of the Parties. Provided, Sublessor shall not terminate the Lease without Sublessee’s express written authorization; Sublessor shall take all reasonable actions to insure the Lease is not terminated; and Sublessor shall immediately deliver, upon receipt, to Sublessee any notices or communications from Landlord concerning any alleged default of the Lease by Sublessor. Sublessee may take any action necessary to insure the Lease is not terminated for a Sublessor default of the Lease. In the event Sublessee incurs any cost or expense in remedying any Sublessor default of the Lease, Sublessor shall reimburse Sublessee for any such costs and expense.

c. Prior to expiration of the Lease, the Party then in possession of the Public Park Parcel may, but shall not be required to, remove the improvements made on and to the Public Park Parcel, thereby returning the Public Park Parcel to a “bare ground” condition. Notwithstanding the previous sentence, the Public Park Parcel shall be returned to Sublessor in the condition required by Section XIX of the Lease. Notwithstanding the foregoing, in the event this Sublease is terminated as provided herein resulting from an Event of Non-appropriation, the Public Park Parcel Improvements shall become the property of Sublessor without payment and as provided therein. For the purposes of this section “bare ground” condition means removal of all Public Park Improvements and returning the Public Park Parcel to rough grade condition.

5. **Sublease Rental Payment.** As consideration for the Sublease granted to it herein by Sublessor, subject to the annual appropriation set forth in Section 13, Sublessee shall pay to Sublessor the annual amount of Fifteen Thousand Dollars (the “**Sublease Rental Payment**”), which shall be paid in advance, and will be paid in a single annual payment of the full amount, the first of such installments due within 30 days of the Commencement Date, and each following installment due on the yearly anniversary of the Commencement Date for the remainder of the Term.

6. **Sublessor Acknowledgment.** Sublessor acknowledges that Sublessor shall remain primarily liable for, and will not be released from, the full and faithful performance of all terms and conditions of the Lease, notwithstanding the existence of the sublease contained in this Sublease, or any breach committed by Sublessee under the Sublease, subject to Sublessor's rights and remedies against Sublessee as provided herein.

7. **Authorized Use of the Public Park Parcel.**

a. Sublessee covenants and agrees that the Public Park Parcel will be used:

i. only in those ways permitted by the Lease, and in compliance with any and all restrictions contained in the Lease, such that Sublessee's use of the Public Park Parcel will not cause or result in Sublessor's breach of the Lease;

i. in compliance with the terms and conditions contained in this Sublease and all applicable law;

ii. for the development of a first-class public municipal park (the “**Park**”), as depicted in the Final Concept Design (as that term is defined in the MDA), which shall be attached hereto as **Exhibit E** upon approval by the Parties pursuant to the MDA, together with all uses customarily attendant and ancillary to such public park uses and purposes;

iii. for the operation and maintenance of the Park by the Boise City Parks and Recreation Department and its employees, volunteers, agents, and contractors; and

iv. by members of the public for Park purposes.

b. Sublessee covenants and agrees that the Public Park Parcel will not be used for buildings; provided, however, that buildings that are clearly accessory and reasonably necessary to the use and maintenance of the Public Park Parcel for its intended purpose, including (but not limited to) a rest room and a small structure to store maintenance equipment, irrigation equipment, snow removal equipment, and other systems and equipment used to operate, maintain, and repair the Public Park Parcel, shall be allowed on the Public Park Parcel; provided, however, such buildings do not interfere with Sublessor's use of the Private Parcel.

c. Sublessee, both itself and through the Boise City Parks and Recreation Department, shall have authority to establish rules and regulations for use of the Park, including (but not limited to) hours of operation for the Park, and shall have authority to enforce such rules and regulations by ordinance, ejectment, infraction and misdemeanor citation, and other lawful means all in compliance with the terms of the Joint Use and Maintenance Agreement, dated even date herewith, by and between the Parties, setting for the use and maintenance obligations of the Parties with respect to the Public Park Parcel and Private Parcel (the "**Use and Maintenance Agreement**").

8. **No Restrictive Covenants.** Sublessee shall not enter into or record any covenant or restriction against or affecting the Property without the prior written approval of both Sublessor and Landlord.

9. **Defaults.**

a. **Default by Master Landlord.** Notwithstanding anything herein contained, the only services or rights to which Sublessee is entitled are those to which Sublessor is entitled to under the Lease, and for all such services and rights, Sublessee shall look to Landlord. Sublessor assumes no liability for any default of performance by Landlord. In the event of any default of performance by Landlord, Sublessor agrees that it will, upon written request from Sublessee, make demand on Landlord to perform its obligations under the Lease and to enforce all rights of Sublessor under the Lease.

b. **Default by Sublessee.** Any of the following events shall constitute a default of this lease by Sublessee (a "**Sublessee Default**"):

i) Failure of Sublessee to pay any amounts due hereunder within five (5) days when due, provide however, in the event Sublessee is in default of this section more than 3 times during the Term, all payments shall be paid when due without any cure periods;

ii) Vacating or abandonment of all or a substantial part of the Public Park Parcel;

iii) An event of default beyond any cure period under the Use and Maintenance Agreement, MDA or any other agreement between the Parties regarding the Public Park Parcel or Private Parcel;

iv) Sublessee's failure to comply with any provision of this Sublease other than payment of money, with such failure continuing for thirty (30) days after delivery of a

written notice by Sublessor to Sublessee specifying the nature of non-compliance by Sublessee. However, if the nature of Sublessee's default is such that it cannot be reasonably cured within the time provided, Sublessee shall not be in default if Sublessee (or CCDC on behalf of Sublessee) commences to cure the default within the time provided and thereafter diligently proceeds to cure such default within thirty (30) days (subject to the cure rights set forth in Section 11 below).

v) The filing of a petition under the Federal Bankruptcy Act or any similar law or statute of the United States or any state thereof by Sublessee, or, the failure of the dismissal, within thirty (30) days after the filing of any involuntary petition of bankruptcy or insolvency against Sublessee.

c. Sublessor's Remedies. In the event of a Sublessee Default, Sublessor shall have the right to suspend this Sublease indefinitely until the Sublessee Default is cured. During such suspension, Sublessor may prohibit public access to the Park Parcel and all terms, conditions, covenants and obligations of this Sublease on the part of Sublessor to be performed shall be suspended until the Sublessee Default is cured. Notwithstanding the foregoing, in the event a Sublessee Default continues for a period of 180 days without cure, Sublessor shall have the right to terminate this Sublease and the Public Park Parcel shall be returned to Sublessor as provide herein. Upon the termination of this Sublease, the Use and Maintenance Agreement shall automatically terminate and be of no further force or effect.

d. Sublessee's Remedies. In the event of any failure to perform any term, condition, covenant or obligation of this Sublease on the part of Sublessor to be performed within thirty (30) days after the date on which Sublessor receives from Sublessee notice (the "**Notice of Sublessor's Default**") specifically describing such failure (the "**Sublessor Default**"), Sublessee may suspend all Sublease Rental Payments until the failure to perform is remedied and further may cure such default by Sublessor on behalf of, and at the sole cost and expense of, Sublessor. Sublessor shall reimburse Sublessee for its costs and expenses in connection therewith within thirty (30) days after Sublessee's delivery to Sublessor of an invoice therefor. Sublease Rental Payments that were not made by Sublessee after the Notice of Sublessor Default and before the default specified in the Notice of Sublessor Default shall not be due after the default is cured. The foregoing notwithstanding, if Sublessor shall exercise in good faith diligent efforts within such thirty (30) day period to cure the failure specified in the notice but shall not be able to do so because of acts of God, riots, or labor strikes or other circumstances beyond reasonable control of Sublessor, then any such failure shall not be considered a default of this Sublease by Sublessor so long as Sublessor shall continue to exercise in good faith such diligent efforts to cure such failure and shall do so within a reasonable period of time and Sublessee's obligation to make the Sublease Rental Payments shall not be suspended or waived during this time frame.

10. Payment of Sublease Rental Payments and Taxes.

a. Sublessee shall pay when due:

- i. the Sublease Rental Payment to Sublessor;
 - ii. all property and other taxes due with respect to the Public Park Parcel and provide copies of all paid tax assessments or evidence of any tax payment exemptions within 15 days of when such taxes are due; and
 - iii. all costs, fees, and assessments charged against the Public Park Parcel by any board, commission, district, and other entities having the right to assess such costs, fees, and assessments.
- b. Sublessor shall timely pay:
 - i. to Landlord, the Lease Payment, which expressly shall include the amount of the Sublease Rental Payment paid by Sublessee to Sublessor hereunder;
 - ii. all property and other taxes due with respect to the Private Parcel, and
 - iii. all costs, fees, and assessments charged against the Private Parcel by any board, commission, district, and other entities having the right to assess such costs, fees, and assessments.

11. Covenant of Compliance with Lease.

- a. Each of Sublessor and Sublessee, for itself, covenants and agrees in favor of the other Party that it will comply in all material respects with the terms and conditions of the Lease, which is again incorporated herein by this reference.
- b. No Party shall take any action, fail to take any action, cause any action to be taken, or cause a failure to take any action that would constitute a default under the Lease.

12. CCDC's Right to Cure Defaults.

- a. Sublessor or Sublessee shall provide CCDC with notice of any Sublessee Default or Sublessor Default, as applicable, concurrently with notice of such default to the defaulting Party (a "**Party Default**").
- b. CCDC shall have the right, but not the obligation, to cure any Party Default during the period allowed the defaulting Party to effect such cure plus an additional thirty (30) day period to effect such cure after the defaulting Party's right to undertake such cure has expired, if CCDC has provided notice to non-defaulting Party during the period afforded the defaulting Party's right to cure that CCDC will in fact cure any such defect in the event that the non-defaulting party fails to do so. Notwithstanding the foregoing, no cure period shall extend beyond the cure period under the Lease if the Party Default is a Lease default. The defaulting Party shall, at CCDC's request, reimburse CCDC for any costs or expenses incurred in curing any such default.

13. Subject to Discretionary Annual Appropriation by the Sublessee.

a. This Sublease expressly is subject to the discretionary authority of Sublessee's City Council to choose to appropriate, or not to appropriate, on an annual basis, sufficient funds to pay the amount of the Sublease Rental Payment and all other financial obligations under this Sublease.

b. In the event Sublessee's City Council, in any year, chooses not to appropriate funds sufficient to satisfy all of Sublessee's financial obligations that may be due pursuant to this Sublease in a given year (an "**Event of Non-appropriation**"), Sublessee, within twenty (20) business days after such Event of Non-appropriation, shall notify Sublessor and CCDC in writing of such Event of Non-appropriation.

c. CCDC may, by notifying all other Parties in writing within thirty (30) days of CCDC's receipt of the Sublessee's notice of an Event of Non-appropriation, assume the Sublessee's role as sublessee under the Lease and this Sublease.

d. After written notification from CCDC, no further action by any Party shall be required for CCDC to assume the Sublessee's role as sublessee under the Lease and this Sublease.

e. CCDC's assumption of the Sublessee's role as sublessee under the Lease and this Sublease shall be effective immediately upon Sublessor's receipt of notice from CCDC along with the then due Sublease Rental Payment, if any.

f. Upon its assumption of the role of sublessee, CCDC shall be bound by all terms and conditions and requirements of this Sublessee and the Lease.

g. If CCDC does not timely assume the role of sublessee, Sublessee shall surrender possession of the Public Park Parcel to Sublessor no later than thirty (30) days after the date of Sublessee's notice of an Event of Non-appropriation. Upon the Sublessee's surrender of possession of the Public Park Parcel to Sublessor pursuant to this Subsection, the Term shall expire immediately and, except as otherwise expressly stated herein, this Sublease shall terminate except for any provisions that expressly survive the termination or expiration of this Sublease.

h. Following an Event of Non-appropriation, Sublessor's sole remedy against Sublessee shall be possession of the Public Park Parcel at its surrender by Sublessee, as stated in Subsection., above, if CCDC elects not to assume the role of sublessee.

14. Binding on Successors and Assigns. This Sublease shall inure to the benefit of and be binding on the Parties, and their respective successors and assigns.

15. Insurance.

a. **Sublessee Insurance.** Sublessee shall maintain public liability insurance with limits of no less than \$2,000,000 per occurrence covering injury or death to any person or

damage to any property caused by or resulting from any act, omission, or failure to act of Sublessee or its officers, employees, contractors, agents, successors, or assigns, or resulting from any indemnity obligation of Sublessee Indemnified Parties. Such policy shall name the Developer Indemnified Parties as an additional insured by endorsement and such policy shall not be terminable without thirty (30) days' notice to Developer.

Sublessee shall maintain "all-risk" ("special perils") property insurance covering the Park Improvements against loss or damage resulting from fire and other insurable loss on a one hundred percent (100%) replacement cost basis.

Sublessee shall have the right, at Sublessee's discretion, to accomplish the coverages required herein using, in full or in part, a program of self-insurance.

b. Sublessor's Insurance. Sublessor shall maintain public liability insurance with limits of no less than \$2,000,000 per occurrence covering injury or death to any person or damage to any property caused by or resulting from any act, omission, or failure to act of Sublessor or its officers, employees, contractors, agents, successors, or assigns, caused by or resulting from any act, omission, or failure to act of by Sublessor, any of the Sublessor's contractors, agents, guests, or invitees, or resulting from any indemnity obligation of the Sublessor Indemnified Parties. Such policy shall name Sublessee Indemnified Parties as an additional insured by endorsement and such policy shall not be terminable without thirty (30) days' notice to Sublessee.

16. Reciprocal Indemnification.

a. Sublessee covenants and agrees to defend, indemnify, and hold Sublessor and its predecessors, successors, parents, subsidiaries, affiliates, assigns, managers, members, officers, and agents, in any capacity (collectively, the "**Sublessor Indemnified Parties**") harmless, from any and all claims, demands, liabilities, causes of action, costs, or expenses (including reasonable attorney's fees, which shall be paid as incurred) of whatever nature lodged or prosecuted against the Sublessor Indemnified Parties with respect to any injuries, damages, losses, or expenses to the extent caused by or resulting from any tortious act, tortious omission, or tortious failure to act by Sublessee or Sublessee's officers, employees, contractors, agents, successors, or assigns in performing its obligations hereunder or the use by the public of the Private Parcel or the Public Park Parcel, and not caused by or resulting from any tortious act, tortious omission, or tortious failure to act by Sublessor or Sublessor's officers, employees, contractors, agents, successors, or assigns, provided, however, that nothing in the foregoing or elsewhere in this Sublease is intended, nor may it be construed to increase the limits of liability of Sublessee as capped by the Idaho Tort Claims Act (Idaho Code § 6-901 through § 6-929), or to otherwise lessen the protections afforded Sublessee under said Act.

b. Sublessor covenants and agrees to defend, indemnify, and hold Sublessee and its officers, employees, agents, successors, and assigns (the "**Sublessee Indemnified Parties**") harmless, from any and all claims, demands, liabilities, causes of action, costs, or

expenses (including reasonable attorney's fees, which shall be paid as incurred) of whatever nature lodged or prosecuted against the Sublessee Indemnified Parties with respect to any injuries, damages, losses, or expenses to the extent caused by or resulting from any tortious act, tortious omission, or tortious failure to act by Sublessor or Sublessor's officers, employees, contractors, agents, successors, or assigns in performing its obligations hereunder, and not caused by or resulting from any tortious act, tortious omission, or tortious failure to act by Sublessee or by Sublessee's officers, employees, contractors, agents, successors, or assigns, or of a member of the general public.

17. Notices.

a. All notices, requests, demands, letters, waivers, and other communications required or permitted to be given under this Sublease shall be deemed to have been duly given if:

- i.** delivered personally;
- ii.** mailed via the United States Postal Service, by Certified Mail or Registered Mail, return receipt requested, with postage prepaid, to a Party at its address set forth below, or to such other address as the Party may indicate by written notice given as provided herein; or
- iii.** sent by next-day or overnight mail or delivery to a Party at its address set forth below, or to such other address as the Party may indicate by written notice given as provided herein.

b. All notices, requests, demands, letters, waivers, and other communications shall be deemed to have been received:

- i.** if by personal delivery, on the day on which such personal delivery occurs;
- ii.** if by Certified Mail or Registered Mail, on the fifth (5th) business day after the mailing thereof;
- iii.** if by next-day or overnight mail or delivery, on the day of such delivery.

c. The respective Parties' addresses for all notices, requests, demands, letters, waivers, and other communications with respect to this Sublease are:

If to Sublessor: Eleven Eleven West Jefferson, LLC
ATTN: Scott Schoenherr
702 W. Idaho Street, Suite 825
Boise, Idaho 83702-8905

With a copy to: Varin Wardwell LLC
ATTN: Anne C. Kunkel

242 North 8th Street, Suite 220
Boise, Idaho 83702

If to Sublessee: Boise City Parks and Recreation Department
ATTN: Director
1104 W. Royal Boulevard
Boise, Idaho 83706

With a copy to: Boise City Attorney's Office
ATTN: Parks & Recreation Attorney
150 N. Capitol Boulevard
P.O. Box 500
Boise, Idaho 83701-0500

If to CCDC: Capital City Development Corporation
ATTN: John Brunelle, Executive Director
121 N. 9th Street, Suite 501
Boise, Idaho 83701

With a copy to: Elam & Burke
ATTN: Matt Parks
251 E. Front Street, Suite 300
P.O. Box 1539
Boise, Idaho 83701

d. Any Party may, by notice in writing, direct that future notices, requests, demands, letters, waivers, and other communications with respect to this Sublease be sent to a different address.

18. Recordation.

a. A memorandum of this Sublease (the “**Memorandum of Sublease**”), in generally the same form as the draft contained in **Exhibit F**, which is attached hereto and incorporated herein by this reference, shall be recorded in the real property records in and for Ada County, Idaho.

b. The Memorandum of Sublease shall include the material terms and conditions contained in this Sublease.

c. Upon approval of the content of the Memorandum of Sublease by each of the Parties, each of the Parties covenants and agrees to timely execute and acknowledge such Memorandum of Sublease recordation purposes.

d. The Parties agree and acknowledge to execute and record a Termination of Memorandum of Sublease within ten (10) days of the expiration or earlier termination of this Sublease.

19. Further Assurances and Actions. All Parties, each for itself, agree to execute such documents and to take such action as shall be reasonably requested by the other Party to

confirm or clarify the intent of the provisions of this Sublease and to effectuate the agreements contained in this Sublease

20. Governing Law; Venue. This Sublease shall be construed and enforced in accordance with, and governed by, the laws of the state of Idaho, without regard to the choice of law provisions thereof. Venue shall be proper in the Fourth District Court of the state of Idaho, in and for Ada County.

21. Entire Agreement. This Sublease embodies the entire agreement between each of the respective Parties with respect to its subject matter. Except as expressly provided otherwise herein, upon approval and execution of this Sublease by all Parties, any and all prior agreements related to the sublease of any part of the Property, both written and oral, shall be null and void, superseded by this Sublease, and of no further force or effect. This section is neither intended, nor shall it be interpreted, to nullify or void the Lease, which shall remain in full force and effect.

22. Legally Binding; Construction and Interpretation. This Sublease is legally binding. Each Party, by the signature of its authorized agent or representative, affirms that it was been represented by legal counsel in the negotiation and drafting of this Sublease, or that it had the opportunity to consult legal counsel and chose not to do so. Accordingly, in all cases, the language of this Sublease shall be construed simply, according to its fair meaning, and not strictly for or against any Party, regardless of which Party caused its preparation.

23. Modification. This Sublease may be revised and modified as may be necessary, with the consent of all Parties, by written amendment, signed and dated by an authorized agent or representative of each of the respective Parties.

24. Severability. If any provision of this Sublease is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be excised or stricken, and all remaining provisions of this Sublease shall remain intact, and shall continue to be valid, binding, and enforceable.

25. Waiver. The failure of any Party to enforce, or choice of any Party not to enforce, at any time or for any period of time, any term, condition, or provision of this Sublease shall not be construed as a waiver of such term, condition, or provision of this Sublease, or as a waiver of such Party's right to enforce it. Waiver of performance of any term, condition, or provision of this Sublease shall be in writing, executed by the authorized representative of the Party granting or approving such waiver. No such waiver shall prejudice either Party's right to require performance of the same term, condition, or provision in the future, or to require performance of any other term, condition, or provision.

26. Captions. The captions of each of the several sections of this Sublease are only for the reference and convenience of the reader, and are not to be construed or considered in any way as part of this Sublease.

27. No Third-party Beneficiaries. Except as otherwise expressly stated herein, no third-party beneficiaries are intended, and none shall be inferred.

28. Approvals Required. This Sublease is not effective, and no subsequent revision, amendment, or modification is effective, unless and until:

- a.** Approved and authorized by the Boise City Council and executed by the Boise City Mayor; and
- b.** Approved and executed by an authorized representative of Sublessor; and
- c.** Approved and authorized by CCDC's board and executed by an authorized board member and by the CCDC Executive Director.

29. Counterparts. This Sublease may be executed in counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument. An electronic version of an executed counterpart sent via facsimile or via electronic mail shall be as effective as a hard copy of the counterpart bearing an original signature.

30. Authority. By his or her signature, each person signing this Sublease for a Party hereby represents and covenants that he or she has authority to enter into this Sublease and bind the Party for which he or she signs.

31. Immunities Preserved. Nothing in this Sublease is intended, nor shall it be interpreted, to restrict Sublessor or Sublessee from availing themselves of the protections offered by applicable laws affording any immunity or defense, including (but not limited to) the limitation of landowner liability afforded by so-called Recreational Immunity statutes or by the limitations contained in the Idaho Tort Claims Act.

31. Force Majeure.

a. For purposes of this Sublease, an “**Event of Force Majeure**” is any one (1) or more of the following events or circumstances that are beyond the control of, and without the fault or negligence of, the affected Party, and which, by the exercise of reasonable diligence, the affected Party was unable to prevent:

- i.** Earthquake, flood, fire, hurricane, tornado, or other physical natural disaster (excluding any weather condition not specified herein); or
- ii.** Act of riot, war (declared or undeclared), invasion, insurrection, or terrorism;
- iii.** Labor dispute, strike, or lockout.

b. Except as otherwise provided herein, a Party shall not be responsible for any failure to timely perform its obligations under this Sublease, if such Party is prevented or delayed in performing any obligation by an Event of Force Majeure. If a Party asserts an Event of Force Majeure as a reason for any performance failure or delay, that Party shall:

- i. Notify the other Party, in writing, of the delay or non-performance;
- ii. Use reasonable efforts to mitigate the effect the Event of Force Majeure has on the Party's ability to fulfill its obligations hereunder;
and
- iii. As soon as reasonably practicable following the Event of Force Majeure, re-commence the full and timely performance of its obligations under this Sublease.

32. Attorneys Fees. If either Party seeks to enforce any of the provisions of this Sublease, then the prevailing Party shall be entitled to recover the prevailing Party's costs incurred thereon, including reasonable attorneys' fees and costs, both as to trial and on appeal, and regardless of whether such enforcement proceeds to trial. This section shall survive and remain enforceable notwithstanding a determination by a court of competent jurisdiction that all or any portion of this Sublease is void, illegal or against public policy.

[end of text]

IN WITNESS WHEREOF, the authorized representative(s) of the respective Parties executed this Sublease, as of the date first written.

COUNTERPART A – Eleven Eleven West Jefferson LLC

FOR SUBLESSOR: ELEVEN ELEVEN WEST JEFFERSON LLC,
an Idaho limited liability corporation

By: B Scott
Schoenherr, Manager

Dated: _____

STATE OF _____)
) ss.
COUNTY OF _____)

ON THIS, the _____ day of _____, 20____, before me, _____, a Notary Public in and for the state of _____, personally appeared SCOTT SCHOENHERR, known or identified to me to be a MANAGER of ELEVEN ELEVEN WEST JEFFERSON LLC, an Idaho limited liability company, whom executed the within instrument for and on behalf of ELEVEN ELEVEN WEST JEFFERSON, and each acknowledged to me that he executed the within instrument on behalf of said limited liability company, and that such limited liability 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 the state of _____
Residing in _____ County
My commission expires: _____

[NOTARY SEAL]

IN WITNESS WHEREOF, the authorized representative(s) of the respective Parties executed this Sublease, as of the date first written.

COUNTERPART B – The City of Boise City, Idaho

FOR SUBLESSEE: THE CITY OF BOISE CITY, IDAHO,
an Idaho municipal corporation

By: David H. Bieter, Mayor

Dated: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

ON THIS, the _____ day of _____, 20____, before me, _____, a Notary Public in and for the state of Idaho, personally appeared DAVID H. BIETER, known or identified to me to be the MAYOR of THE CITY OF BOISE CITY, an Idaho municipal corporation, who executed the within instrument for and on behalf of THE CITY OF BOISE CITY, and acknowledged to me that he executed the within instrument on behalf of said Idaho municipal corporation, and that such Idaho municipal 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 the state of Idaho
Residing in _____ County
My commission expires: _____

[NOTARY SEAL]

IN WITNESS WHEREOF, the authorized representative(s) of the Capital City Development Corporation executed this Sublease only with respect to Sections 12, 13 and 17, unless otherwise assumed as provided in Section 13, as of the date first written.

COUNTERPART C – The Capital City Development Corporation

FOR CCDC: THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic, organized under the laws of the state of Idaho

By: _____

By: _____

_____, _____

John Brunelle, Executive Director

Dated: _____

Dated: _____

STATE OF _____)
) ss.
COUNTY OF _____)

ON THIS, the _____ day of _____, 20____, before me, _____, a Notary Public in and for the state of _____, personally appeared _____, known or identified to me to be a _____ of The Urban Renewal Agency of Boise City, Idaho also known as Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho, and JOHN BRUNELLE, known or identified to me to be the Executive Director of The Urban Renewal Agency of Boise City, Idaho also known as Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho, both of whom executed the within instrument for and on behalf of The Urban Renewal Agency of Boise City, Idaho also known as Capital City Development Corporation, and each acknowledged to me that he executed the within instrument on behalf of The Urban Renewal Agency of Boise City, Idaho also known as Capital City Development Corporation, and that The Urban Renewal Agency of Boise City, Idaho also known as Capital City Development Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public for the state of _____

Residing in _____ County

My commission expires: _____

[NOTARY SEAL]

EXHIBIT A

Legal Description of the Property

[please see attached]

EXHIBIT B

Depiction of the Property

[please see attached]

EXHIBIT C

The Lease and Amendments

[please see attached]

EXHIBIT D

Legal Description of the Public Park Parcel

[please see attached]

EXHIBIT E

Final Design Concept

[to be attached]

EXHIBIT F

Draft Memorandum of Sublease

[please see attached]

Exhibit E - Form of Joint Use and Maintenance Agreement

JOINT USE AND MAINTENANCE AGREEMENT

THIS JOINT USE AND MAINTENANCE AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 2018, by and between the city of Boise City, an Idaho municipal corporation (the “**City**”), having an address of 150 N. Capitol Boulevard, P.O. Box 500, Boise, Idaho 83701-0500, and Eleven Eleven West Jefferson LLC, an Idaho limited liability company (“**Developer**”), having an address of 702 West Idaho Street, Suite 825, Boise, Idaho 83702. Separately, City and Developer each may be referred to as a “**Party**,” or together as the “**Parties**”.

RECITALS

A. Rudolph Investments, Inc., an Idaho corporation (“**Rudolph**”) owns fee title to that certain parcel of real property (the “**Property**”) designated by the Ada County Assessor as parcel number R1013003153, addressed as 1100 W. Bannock Street, in Boise City, Ada County, Idaho, as more particularly described in **Exhibit A** and generally depicted on **Exhibit B**, both of which are attached hereto and incorporated herein by this reference. The Property is currently leased to Developer and used for surface parking pursuant to a Lease Agreement, dated June 3, 1968, as amended from time to time.

B. Pursuant to a Master Development Agreement, dated even date herewith (the “**MDA**”) between Developer, City, and The Urban Renewal Agency of Boise, Idaho, also known as the Capital City Development Corporation (“**CCDC**”), the Property has been or will be into two separate tax parcels:

The “**Public Park Parcel**”, which shall consist of that portion of the Property more particularly described on the attached **Exhibit C**, which is incorporated herein by this reference; and

The “**Private Parcel**”, which shall consist of that portion of the Property more particularly described on the attached **Exhibit D**, which is incorporated herein by this reference.

C. Per the terms of the MDA, the Public Park Property will be developed into a public urban park, and that the Private Parcel will be improved and continue to be used as a surface parking lot for the benefit of Developer’s other projects and the Public Park Parcel as set forth herein.

D. Pursuant to the Sublease Agreement between the each of Parties and CCDC, City will have primary dominion and control over the Public Park Parcel, and Developer will have primary dominion and control over the Private Parcel.

E. In connection with the construction and use of the Public Park Parcel and Private Parcel and the improvements thereon (as they relate to each parcel, the “**Improvements**”), the Parties desires to enter into this Agreement for the use, maintenance, repair and replacement of the Improvements and each of the Public Park Parcel and Private Parcel, pursuant to the terms and conditions herein.

AGREEMENT

In consideration of the above recitals, the agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals Incorporated.** The above recitals are not mere recitals, and are expressly incorporated herein as material terms of this Agreement by this reference.

2. **General Use Rights of Private Parcel.**

a. The Private Parcel shall be used as tenant and guest parking for Developer benefit Monday through Friday, from 6:00 am - 6:00 pm (the “**Parking Hours**”).

b. City (and the public) shall have the right to use the Private Parcel for parking and/or park related purposes during the following time periods without Developer’s prior written consent:

i. Monday through Friday - 6:00 pm through 6:00 am.

ii. Christmas, New Year’s Day, Memorial Day, July 4th, President’s Day and Labor Day, Saturday and Sunday – 6:00 pm of the previous day through 6:00 am of the following day.

(collectively, the “**Public Parking Hours**”).

c. Developer, in its reasonable discretion and as allowed by law, shall be responsible for parking enforcement on the Private Parcel during Parking Hours only, and shall be entitled to ticket, tow or otherwise remove any un-permitted vehicles remaining on the Private Parcel during Parking Hours. Developer shall have no obligation to manage the Private Parcel during the Public Parking Hours.

d. City, in its reasonable discretion and as allowed by law, shall be responsible for parking enforcement on the Private Parcel during Public Parking Hours only, and shall be entitled to ticket, tow or otherwise remove any un-permitted vehicles remaining on the Private Parcel during Public Parking Hours. City shall have no obligation to manage the Private Parcel during the Parking Hours.

3. **Limited Use Rights of Private Parcel.** The Parties acknowledge that City may, from time to time, desire to use the Private Parcel for public uses during the Parking Hours. Such use shall be allowed only in Developer’s sole and absolute discretion, and upon those terms and conditions approved by Developer. City gives no less than 14 days prior written notice of City’s desire to utilize the Private Parcel during Parking Hours and the terms and conditions.

4. **Special Reservation Rights of Developer.** The Public Park Parcel and the Improvements located thereon shall be used as public park by the general public in accordance with the rules and regulations of City applying to public parks of the same or similar nature, between dawn and dusk or such other hours as mutually agreed to by the parties provided that Developer and its

tenants shall have preferential reservation rights to use the Public Park Parcel in accordance with City reservation policies, as they currently exist or may change, from time-to-time.

5. Maintenance Obligations.

a. City shall maintain and keep the Public Park Parcel in a clean and sanitary condition, and shall not cause or permit any condition on the Public Park Parcel that would constitute a nuisance, waste, or hazard to the public or would otherwise result in code violation for the Public Park Parcel use. City's care and maintenance of the Public Park Parcel shall be in accordance with the policies and procedures established and adopted by City's Department of Parks and Recreation, as the same may be amended from time to time, which will be provided to Developer, upon Developer's written request. Maintenance is herein defined as maintaining the described Public Park Parcel Improvements in good working condition so that the Public Park Parcel Improvements continue to operate as originally designed and approved by the Parties, as set forth in the MDA and Sublease.

b. Developer shall maintain and keep the Private Parcel in a safe, clean and sanitary condition, and shall not cause or permit any condition on the Private Parcel that would constitute a nuisance, waste, or hazard to the public. City, shall have the right, but not the obligation to perform "enhanced maintenance" on the Private Parcel provided such maintenance shall not unreasonably interfere with Developer's use of the Private Parcel and shall not result in the Private Parcel being closed during Parking Hours without Developer's previous written consent, which may be withheld in Developer's discretion. For the purposes of this Agreement, "enhanced maintenance" shall be mean installation of improved landscaping, lighting fixtures and features, base surface materials (other than basic asphalt) and other upgrades that were not part of the initial Improvements installed or repaired as part of the Private Parcel design under the MDA. General Maintenance is herein defined as maintaining the described Private Parcel Improvements in good working condition so that the Private Parcel Improvements continue to operate as originally designed, approved by the Parties and as set forth in the MDA and Sublease.

c. City shall be responsible for and undertake all, repair and restoration of the improvements located on the Private Parcel arising as the result of the public's use of the Private Parcel and shall return the Private Parcel to a safe, clean and sanitary condition. City shall remove or caused to be removed any personal property or structures located on the Private Parcel after any special events and weekends. In the event of any failure of City to perform its obligations in this subsection, Developer may take all necessary action to perform City's obligations and City shall reimburse Developer for its costs and expenses in connection therewith within thirty (30) days after Developer's delivery to City of an invoice for the same.

d. Maintenance by each of the Parties shall be performed in a manner so as to comply with any applicable laws, ordinances, or regulations, and shall uphold the rights and obligations afforded each of the Parties under the MDA.

6. Term. This Agreement shall be in full force effect for the term of the Sublease, unless earlier terminated as provided herein. In the event the Sublease is terminated, this Agreement shall automatically termination and be for no force or effect except for such terms that specifically survive the expiration or earlier termination of this Agreement.

7. Default.
MASTER DEVELOPMENT AGREEMENT- EX. E. PAGE - 3

a. Default by City. Any of the following events shall constitute a default of this Agreement by City (a “**City Default**”):

i. Failure of City to pay any amounts due hereunder when due that is not cured within five (5) days of City’s receipt of written notice of such overdue amounts from Developer, provided, however, in the event City is in default of its payment obligations more than twice during term no cure period will be permitted;

iii. An event of default under the Sublease, MDA or any other agreement between the Parties regarding the Public Park Parcel or Private Parcel that is not cured as provided for in such agreements;

iv. City’s failure to comply with any provision of this Agreement other than payment of money, with such failure continuing for thirty (30) days after delivery of a written notice by Developer to City specifying the nature of non-compliance by City. However, if the nature of City’s default is such that it cannot be reasonably cured within the time provided, City shall not be in default if City (or CCDC on behalf of City) commences to cure the default within the time provided and thereafter diligently proceeds to cure such default within thirty (30) days (subject to the cure rights set forth in Section 7.d below); or

b. Developer’s Remedies. In the event of a City Default, Developer shall have the right to suspend this Agreement and the Sublease until the City Default is cured or the Sublease is terminated pursuant to its terms. During such suspension, all terms, conditions, covenants and obligations of Developer hereunder to be performed shall be suspended until the City Default is cured.

c. City’s Remedies. In the event of any failure of Developer to perform any term, condition, covenant or obligation of this Agreement within thirty (30) days after the date on which Developer receives from City notice specifically describing such failure, City may cure such default by Developer on behalf of, and at the sole cost and expense of, Developer. Developer shall reimburse City for its costs and expenses in connection therewith within thirty (30) days after City’s delivery to Developer of an invoice therefor. The foregoing notwithstanding, if Developer shall exercise in good faith diligent efforts within such thirty (30) day period to cure the failure specified in the notice but shall not be able to do so because of acts of God, riots, or labor strikes or other circumstances beyond reasonable control of Developer, then any such failure shall not be considered a default of this Agreement by Developer so long as Developer shall continue to exercise in good faith such diligent efforts to cure such failure and shall do so within a reasonable period of time.

d. CCDC’s Right to Cure City Defaults.

i. Developer shall provide CCDC with notice of any City Default concurrently with notice of such default to City.

ii. CCDC shall have the right, but not the obligation, to cure any event of default of the City during the period allowed City to effect such cure plus an additional thirty (30) day period to effect such cure after the City’s right to undertake such cure has expired, if CCDC has provided notice to Developer during the period afforded City’s right to cure that CCDC will in fact cure any such defect in the event that City fails to do so.

8. **Binding on Successors and Assigns.** This Agreement shall inure to the benefit of and be binding on the Parties, and their respective successors and assigns.

9. **Notices.**

a. All notices, requests, demands, letters, waivers, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if:

- i. delivered personally;
- ii. mailed via the United States Postal Service, by Certified Mail or Registered Mail, return receipt requested, with postage prepaid, to the other Party at the address set forth below, or to such other address as the Party may indicate by written notice given as provided herein; or
- iii. sent by next-day or overnight mail or delivery to the other at the address set forth below, or to such other address as the Party may indicate by written notice given as provided herein.

b. All notices, requests, demands, letters, waivers, and other communications shall be deemed to have been received:

- i. if by personal delivery, on the day on which such personal delivery occurs;
- ii. if by Certified Mail or Registered Mail, on the fifth (5th) business day after the mailing thereof;
- iii. if by next-day or overnight mail or delivery, on the day of such delivery.

c. The respective Parties' addresses for all notices, requests, demands, letters, waivers, and other communications with respect to this Agreement are:

If to City: Boise City Parks and Recreation Department
ATTN: Director
1104 W. Royal Boulevard
Boise, Idaho 83706

With a copy to: Boise City Attorney's Office
ATTN: Parks & Recreation Attorney
150 N. Capitol Boulevard
P.O. Box 500
Boise, Idaho 83701-0500

If to Developer: Eleven Eleven West Jefferson, LLC
ATTN: Scott Schoenherr
702 W. Idaho Street, Suite 825
Boise, Idaho 83702-8905

With a copy to: Varin Wardwell LLC

ATTN: Anne C. Kunkel
242 North 8th Street, Suite 220
Boise, Idaho 83702

If to CCDC : John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83701

With a copy to: Elam & Burke
ATTN: Matt Parks
251 E. Front Street, Suite 300
P.O. Box 1539
Boise, Idaho 83701

d. Either Party may, by notice in writing, direct that future notices, requests, demands, letters, waivers, and other communications with respect to this Agreement be sent to a different address.

10. Subject to Discretionary Annual Appropriation by City.

a. This Agreement expressly is subject to the discretionary authority of the Boise City Council to choose to appropriate, or not to appropriate, on an annual basis, sufficient funds to pay the costs of its obligations under this Agreement.

b. In the event the Boise City Council, in any year, chooses not to appropriate funds sufficient to satisfy all of City's financial obligations under this Agreement (an "**Event of Non-appropriation**"), City, within twenty (20) business days after such Event of Non-appropriation, shall notify Developer and CCDC in writing of such Event of Non-appropriation.

c. CCDC may, by notifying all other Parties in writing within thirty (30) days of CCDC's receipt of City's notice of an Event of Non-appropriation, assume City's rights and obligations hereunder

d. After written notification from CCDC, no further action by any Party shall be required for CCDC to assume City's rights and obligations hereunder

e. CCDC's assumption of City's role rights and obligations hereunder shall be effective immediately upon Developer's receipt of notice from CCDC along with payment in full of any amounts owed to Developer by City as of the date such notice, if any.

f. Upon its assumption of City's rights and obligations hereunder, CCDC shall be bound by all terms and conditions and requirements of this Agreement.

g. If CCDC does not timely assume City's rights and obligations hereunder, City shall surrender possession of the Public Park Parcel to Developer no later than thirty (30) days after the date of City's notice of an Event of Non-appropriation. Upon City's surrender of possession of the Public Park Parcel to Developer pursuant to this Subsection, the Agreement shall expire immediately and, except as otherwise expressly stated herein, this Agreement and Sublease (if not

earlier terminated) shall terminate except for any terms that expressly survive the termination or expiration of this Agreement.

h. Following an Event of Non-appropriation, Developer's sole remedy against City shall be possession of the Public Park Parcel at its surrender by City if CCDC elects not to assume City's rights and obligations hereunder.

i. CCDC shall assume City's rights and obligations hereunder in the event CCDC assumes City's rights under the Sublease as provided therein.

11. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the state of Idaho, without regard to the choice of law provisions thereof. Venue shall be proper in the Fourth District Court of the state of Idaho, in and for Ada County.

12. Entire Agreement. This Agreement embodies the entire agreement between each of the respective Parties with respect to its subject matter. Except as expressly provided otherwise herein, upon approval and execution of this Agreement by all Parties, any and all prior agreements related to the maintenance and use rights of the Parties of the Private Parcel or Public Park Parcel, both written and oral, shall be null and void, superseded by this Agreement, and of no further force or effect. This section is neither intended, nor shall it be interpreted, to nullify or void the Agreement, which shall remain in full force and effect.

13. Legally Binding; Construction and Interpretation. This Agreement is legally binding. Each Party, by the signature of an authorized agent or representative, affirms that it was been represented by legal counsel in the negotiation and drafting of this Agreement, or that it had the opportunity to consult legal counsel and chose not to do so. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either Party, regardless of which Party caused its preparation.

14. Modification. This Agreement may be revised and modified as may be necessary, with the consent of both Parties, by written amendment, signed and dated by an authorized agent or representative of each of the respective Parties.

15. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be excised or stricken, and all remaining provisions of this Agreement shall remain intact, and shall continue to be valid, binding, and enforceable.

16. Waiver. The failure or choice of either Party not to enforce, at any time or for any period of time, any term, condition, or provision of this Agreement shall not be construed as a waiver of such term, condition, or provision of this Agreement, or as a waiver of such Party's right to enforce it. Waiver of performance of any term, condition, or provision of this Agreement shall be in writing, executed by the authorized representative of the Party granting or approving such waiver. No such waiver shall prejudice either Party's right to require performance of the same term, condition, or provision in the future, or to require performance of any other term, condition, or provision.

17. Captions. The captions of each of the several sections of this Agreement are only for the reference and convenience of the reader, and are not to be construed or considered in any way as part of this Agreement.

18. No Third-party Beneficiaries. Except as otherwise expressly stated herein, no third-party beneficiaries are intended, and none shall be inferred.

19. Approvals Required. This Agreement is not effective, and no subsequent revision, amendment, or modification is effective, unless and until:

- a. Approved and authorized by the Boise City Council and executed by the Boise City Mayor; and
- b. Approved and executed by an authorized representative of Developer.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument. An electronic version of an executed counterpart sent via facsimile or via electronic mail shall be as effective as a hard copy of the counterpart bearing an original signature.

21. Authority; No Violation. By his or her signature, each person signing this Agreement for a Party hereby represents and covenants that he or she has authority to enter into this Agreement and bind the Party for which he or she signs. Each Party, for itself, warrants and certifies that its execution of this Agreement does not violate any other agreement to which such Party is bound.

22. Insurance.

a. **City Insurance.** City shall maintain public liability insurance with limits of no less than \$2,000,000 per occurrence covering injury or death to any person or damage to any property caused by or resulting from any act, omission, or failure to act of City or its officers, employees, contractors, agents, successors, or assigns, or resulting for any indemnity obligation of City Indemnified Parties. Such policy shall name the Developer Indemnified Parties as an additional insured by endorsement and such policy shall not be terminable without thirty (30) days' notice to Developer. City shall have the right, at City's discretion, to accomplish the coverages required herein using, in full or in part, a program of self-insurance.

City shall maintain "all-risk" ("special perils") property insurance covering the Park Improvements against loss or damage resulting from fire and other insurable loss on a one hundred percent (100%) replacement cost basis.

b. **Developer's Insurance.** Developer shall maintain public liability insurance with limits of no less than \$2,000,000 per occurrence covering injury or death to any person or damage to any property caused by or resulting from any act, omission, or failure to act of Developer or its officers, employees, contractors, agents, successors, or assigns, caused by or resulting from any act, omission, or failure to act of by Developer, any of the Developer contractors, agents, guests, or invitees, or resulting from any indemnity obligation of the Developer Indemnified Parties. Such policy shall name City Indemnified Parties as an additional insured by endorsement and such policy shall not be terminable without thirty (30) days' notice to City.

23. Immunities Preserved. Nothing in this Agreement is intended, nor shall it be interpreted, to restrict Developer or City from availing themselves of the protections offered by applicable laws affording any immunity or defense, including (but not limited to) the limitation of landowner liability afforded by so-called Recreational Immunity statutes or by the limitations contained in the Idaho Tort Claims Act.

24. Mutual Indemnification.

a. City covenants and agrees to defend, indemnify, and hold Developer and its predecessors, successors, parents, subsidiaries, affiliates, assigns, managers, members, officers, and agents, in any capacity (collectively, the “**Developer Indemnified Parties**”) harmless, from any and all claims, demands, liabilities, causes of action, costs, or expenses (including reasonable attorney’s fees, which shall be paid as incurred) of whatever nature lodged or prosecuted against the Developer Indemnified Parties with respect to any injuries, damages, losses, or expenses caused by or resulting from any tortious act, tortious omission, or tortious failure to act by City or City’s officers, employees, contractors, agents, successors, or assigns in performing its obligations hereunder or the use by the public of the Private Parcel or the Public Park Parcel, and not caused by or resulting from any tortious act, tortious omission, or tortious failure to act by Developer or Developer’ officers, employees, contractors, agents, successors, or assigns, provided, however, that nothing in the foregoing or elsewhere in this Agreement is intended, nor may it be construed to increase the limits of liability of City as capped by the Idaho Tort Claims Act (Idaho Code § 6-901 through § 6-929), or to otherwise lessen the protections afforded City under said Act.

b. Developer covenants and agrees to defend, indemnify, and hold City and its officers, employees, agents, successors, and assigns (the “**City Indemnified Parties**”) harmless, from any and all claims, demands, liabilities, causes of action, costs, or expenses (including reasonable attorney’s fees, which shall be paid as incurred) of whatever nature lodged or prosecuted against City Indemnified Parties with respect to any injuries, damages, losses, or expenses caused by or resulting from any tortious act, tortious omission, or tortious failure to act by Developer or Developer’ officers, employees, contractors, agents, successors, or assigns in performing its obligations hereunder, and not caused by or resulting from any tortious act, tortious omission, or tortious failure to act by City or by City’s officers, employees, contractors, agents, successors, or assigns, or of a member of the general public.

25. Force Majeure.

a. For purposes of this Agreement, an “**Event of Force Majeure**” is any one (1) or more of the following events or circumstances that are beyond the control of, and without the fault or negligence of, the affected Party, and which, by the exercise of reasonable diligence, the affected Party was unable to prevent:

i. Earthquake, flood, fire, hurricane, tornado, or other physical natural disaster (excluding any weather condition not specified herein); or

ii. Act of riot, war (declared or undeclared), invasion, insurrection, or terrorism;

iii. Labor dispute, strike, or lockout.

b. Except as otherwise provided herein, a Party shall not be responsible for any failure to timely perform its obligations under this Agreement, if such Party is prevented or delayed in performing any obligation by an Event of Force Majeure. If a Party asserts an Event of Force Majeure as a reason for any performance failure or delay, that Party shall:

i. Notify the other Party, in writing, of the delay or non-performance;

ii. Use reasonable efforts to mitigate the effect the Event of Force Majeure has on the Party's ability to fulfill its obligations hereunder; and

iii. As soon as reasonably practicable following the Event of Force Majeure, recommence the full and timely performance of its obligations under this Agreement.

26. Attorneys Fees. If either Party seeks to enforce any of the provisions of this Agreement, then the prevailing Party shall be entitled to recover the prevailing Party's costs incurred thereon, including reasonable attorneys' fees and costs, both as to trial and on appeal, and regardless of whether such enforcement proceeds to trial. This section shall survive and remain enforceable notwithstanding a determination by a court of competent jurisdiction that all or any portion of this Agreement is void, illegal or against public policy.

27. Termination upon Mutual Agreement or Termination of Sublease. This Agreement may be terminated upon the mutual agreement of the Parties. This Agreement shall automatically terminate in the event the Sublease is terminated for any reason.

[end of text]

IN WITNESS WHEREOF, the authorized representative(s) of the respective Parties and the Landlord executed this Agreement, as of the date first written

COUNTERPART A – Eleven Eleven West Jefferson LLC

FOR DEVELOPER: ELEVEN ELEVEN WEST JEFFERSON LLC,
an Idaho limited liability corporation

By: Scott Schoenherr, Manager

Dated: _____

STATE OF _____)
) ss.
COUNTY OF _____)

ON THIS, the _____ day of _____, 20____, before me, _____, a Notary Public in and for the state of _____, personally appeared **SCOTT SCHOENHERR**, known or identified to me to be a **MANAGER** of **ELEVEN ELEVEN WEST JEFFERSON LLC, an Idaho limited liability company**, whom executed the within instrument for and on behalf of **ELEVEN ELEVEN WEST JEFFERSON**, and each acknowledged to me that he executed the within instrument on behalf of said **limited liability company**, and that such **limited liability 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 the state of _____

Residing in _____ County

My commission expires: _____

[NOTARY SEAL]

IN WITNESS WHEREOF, the authorized representative(s) of the respective Parties executed this Agreement, as of the date first written.

COUNTERPART B – The City of Boise City, Idaho

FOR CITY: **THE CITY OF BOISE CITY, IDAHO,**
an Idaho municipal corporation

By: _____
David H. Bieter, Mayor

Dated: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

ON THIS, the _____ day of _____, 20____, before me, _____, a Notary Public in and for the state of Idaho, personally appeared **DAVID H. BIETER**, known or identified to me to be the **MAYOR** of **THE CITY OF BOISE CITY, an Idaho municipal corporation**, who executed the within instrument for and on behalf of **THE CITY OF BOISE CITY**, and acknowledged to me that he executed the within instrument on behalf of said **Idaho municipal corporation**, and that such **Idaho municipal 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 the state of Idaho
Residing in _____ County
My commission expires: _____

[NOTARY SEAL]

IN WITNESS WHEREOF, the authorized representative(s) of the respective Parties executed this Agreement, as of the date first written with respect to Section 7.d, 9, and 10, unless otherwise assumed as provided in Section 10, as of the date first written.

COUNTERPART C – The Capital City Development Corporation

FOR CCDC: THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic, organized under the laws of the state of Idaho

By: _____
_____, _____

Dated: _____

By: _____
John Brunelle, Executive Director

Dated: _____

STATE OF _____)
) ss.
COUNTY OF _____)

ON THIS, the _____ day of _____, 20____, before me, _____, a Notary Public in and for the state of _____, personally appeared _____, known or identified to me to be a _____ of **The Urban Renewal Agency of Boise City, Idaho also known as Capital City Development Corporation**, an independent public body, corporate and politic, organized under the laws of the state of Idaho, and **JOHN BRUNELLE**, known or identified to me to be the **Executive Director of The Urban Renewal Agency of Boise City, Idaho also known as Capital City Development Corporation**, an independent public body, corporate and politic, organized under the laws of the state of Idaho, both of whom executed the within instrument for and on behalf of **The Urban Renewal Agency of Boise City, Idaho also known as Capital City Development Corporation**, and each acknowledged to me that he executed the within instrument on behalf of **The Urban Renewal Agency of Boise City, Idaho also known as Capital City Development Corporation**, and that **The Urban Renewal Agency of Boise City, Idaho also known as Capital City Development Corporation** executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public for the state of _____
Residing in _____ County
My commission expires: _____

[NOTARY SEAL]

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D



V. INFORMATION ITEMS



INFORMATION/DISCUSSION ITEM

Agenda Subject: Secure Bike Parking Update		Date: June 11, 2018
Staff Contact: Matt Edmond	Attachments: None	

Background:

The intent of this mobility initiative is to provide an attractive, secure, all-hours bike parking option in downtown Boise. It will be located in the ground level of the 9th & Main parking garage, so as to be visible, easily accessible, and convenient to the downtown core.

A major challenge for some bicycle commuters in downtown Boise is a lack of end of trip facilities, including long term bike parking. Long term bike parking differs from the short-term bike parking—in the form of sidewalk bike racks and bike corrals—in that it is normally sheltered from the elements and offers a greater degree of security to meet the needs of employees and residents rather than customers and guests.

Many downtown institutions and employers have developed long-term, secure bike parking in recent years, from allowing bikes to be brought into work spaces to secure bike rooms. These facilities, however, are only available to employees, tenants or affiliates of those respective properties or organizations. The one secure bike parking facilities open to the general public, operated by Valley Regional Transit in Main Street Station, has access limited to the operating hours of that facility, 5:15AM-9:30PM, Monday-Friday and 7:45AM-5:45PM on Saturday. That is not a viable option for those who work in the service industry or otherwise work early or late, and who do not have employer-provided long-term bike parking.

This pilot project will seek to incorporate best practices and amenities of existing secure bike parking facilities throughout the country to the greatest extent possible. If demand is sufficient, staff will propose additional facilities elsewhere downtown.

Fiscal Notes:

CCDC has budgeted \$125,000 for this effort.

Next Steps:

- Summer 2018: Finalize design and bid project
- Fall 2018: Construction
- Late fall 2018: Bike room open



FRIDAY UPDATE

June 8, 2018

TO: Dana Zuckerman, Chair, and Board of Commissioners

FM: John Brunelle, Executive Director

RE: CCDC Operations Report – June 2018

CCDC's mission is to ignite diverse economic growth, build vibrant urban centers, and promote healthy community design. We accomplish this through collaboration with private partners, public agencies, and the citizens who are interested in building a better Boise. On Thursday June 7, more than 100 Boise residents attended the second of three open houses covering the potential public improvements in the proposed Shoreline Urban Renewal District. Trademark Design and Fabrication, located in the Lusk District, was kind enough to host the event. There was a high level of participation from our citizens, who asked specific questions and provided valuable input for this potential project. For those who were unable to attend in person, there is an option to [participate virtually](#) on the Shoreline Website. The goal of the virtual meeting is the same – to determine what is preferred for the proposed Shoreline District. Gathering community input is key to this process, and CCDC sincerely appreciates the interest and high level of participation of our community. The virtual meeting remains available 24X7 on our website <https://www.ccdcshoreline.com>. The next Public Open House is planned for later this summer.



June 7 Proposed Shoreline District Public Open House

Development Team: Todd Bunderson, Matt Edmond, Shellan Rodriguez, & Laura Williams, Karl Woods, Doug Woodruff, Ben Houpt.

ECONOMIC DEVELOPMENT

505 W Idaho Street – 5th & Idaho Apartments – PP Type 2/Type4

Project Description

This is a \$13 million mixed-use project that includes approximately 79 apartments and 80 subterranean and ground level parking spaces, a small retail space and a 3600 s.f. urban public park. The CCDC Board approved Type 4 and Type 2 Participation Agreements, which includes the cost of the public park (land and improvements), streetscapes, alley improvements and undergrounding of utilities. The Participation Agreements were approved in May 2016.

Update

The project is under construction and is progressing on budget. First-floor structural framing is nearly complete and second-floor decking has begun. Construction is about two weeks behind schedule but making efforts to capture days where possible, with an adjusted completion date (C of O) in mid- November. There are minor cost impacts to the budget but they are being managed with no impact to the project. ESI is continuing to look of opportunities to capture time as they work through the main structure of the building.



5th & Idaho Apartments Construction

Next Steps

Streetscape, alley, and park improvements are scheduled to start in late summer.

Other Active Economic Development Projects

503 - 647 S. Ash Street - Ash Street RFP - PP Type 5

This project is on schedule but did have major issues with unforeseen soil conditions throughout the property. The budget was impacted by these soil issues but is being managed to not impact the overall project. Efforts have started with the City of Boise Arts and History Department to assist with their Hayman House plans.

410 S. Capitol - Marriott Residence Inn - PP Type 2

The hotel developer has submitted their reimbursement material. Staff reviewed and inspected the site improvements. All documentation has been provided adequately, and CCDC is waiting

on the sidewalk easement to be granted to the City. The developer is working with the City of Boise to grant an easement for the wider sidewalks which extend into private property. The easement must be granted for reimbursement to take place. Per the Type 2 policy, the reimbursement will be paid starting in FY 2020, using tax increment the project generates. The total reimbursement will not exceed \$875,000.

6th & Front – Hotel and Parking Garage – PP Type 3, 5

At the May meeting the Board approved all three of the agreements involved in the project - Disposition and Development Agreement, Type 3 Transformative Assistance Participation Agreement, and a Parking Permit Purchase Agreement. The three agreements have been finalized and executed by both CCDC and Developer. The developer is working on a Lot Line Adjustment which will be finalized once CCDC has conveyed 502 W Front Street to the developer. Construction is scheduled to begin concurrently with closing, which is scheduled for early August. CCDC has provided an affidavit of legal interest so that the developer can submit for the Lot Line Adjustment and grading/utility permits.

Shoreline District

CCDC Staff and consultants are embarking on the Urban Renewal planning process and regular updates will be available throughout the process including a new website, www.ccdcshoreline.com. Staff is working diligently with CTA to produce a draft Urban Framework and Economic Feasibility study to be discussed at the June Board meeting. Various stakeholder meetings with City partners have occurred including meeting with PDS, Public Works, Housing and Community Development, IT, Community Engagement, Office of the Mayor, Economic Development, ACHD, State Fish and Wildlife, etc. Plan amendments for both RMOB and 30th District will be required and will be brought to the board in June for approval which are required to be completed by September 1, 2018.

30th Street Plan Amendment (Deannex)

The Plan Amendment describing the deannexation will be brought to the CCDC Board in June for approval.

RMOB Plan Amendment (Deannex)

The Plan Amendment describing the deannexation will be brought to the CCDC Board in June for approval.

620 S. 9th - The Afton - PP Type 5

There is no further board action needed. The Afton Phase II is under construction.

Courthouse Parcels (401, 102, 4, and 5) - Property Development

CCDC will be requesting lease termination from the County.

Avery Hotel - PP Type 2

CCDC is very interested in participating in this exciting and unique project in the Westside URD and we will continue to work with this developer to assist in bringing it to fruition.

Development of east Boise industrial property

The City of Boise and CCDC are collaborating on the potential establishment of an industrial urban renewal district located in east Boise, generally east of the airport and along Eisenman Road. SB Friedman has completed fieldwork and data collection for eligibility analysis and is in the process of drafting the report. Staff will bring the final eligibility report to the CCDC board for approval and transmittal to City Council August 13.

Development of State Street Urban Renewal District

Leland Consulting Group has completed fieldwork and data collection and is working on the draft eligibility report. The State Street Transit-Oriented Development Design and Implementation Planning Project (led by COMPASS and VRT) website is live: www.statestreettod.com. Staff will bring the final eligibility report to the CCDC board for approval and transmittal to City Council July 9.

INFRASTRUCTURE PROJECTS

Bannock Street, 9th to Capitol Blvd - Streetscape Improvement Project

CCDC is restarting the project to align the design and construction with ACHD's DBIP work in the area in 2019. CCDC has submitted a Cost Share Application. CCDC has hired Jensen Belts Associates as the design professional for the project. The project area has been surveyed. CCDC has met with CoB for multiple schematic design meetings. JBA has presented multiple, bike lane and vehicle travel options. City of Boise has received traffic hose counts.

750 Main Street – Capitol Terrace – PP Type 1

Staff finalized an Encroachment License and a Construction License Agreement for the upgrades Hawkins is making to Capitol Terrace. Upgrades will include exterior facade improvements and installation of new awnings which will be paid for with a Type 1 Reimbursement Agreement. Staff finalized an Encroachment License and a Construction License Agreement for the upgrades Hawkins is making to Capitol Terrace. Upgrades will include exterior facade improvements and installation of new awnings which will be paid for with a Type 1 Reimbursement Agreement.

535 S. 15th Street - River Street Lofts - PP Type 1

The developer experienced delays in the entitlement process, and staff has amended the Type 1 Agreement to extend the contract term for an additional 12 months to June 16, 2019. Developer has begun utility work to underground power lines. Construction is scheduled to take place this summer, for an early winter completion.

1402 W. Front Street - Verraso - PP Type 1

Construction continues, developer hopes to be complete in early July. The Type 1 Agreement Term is through July 11 and staff will amend the agreement to extend if needed.

801 N Main Street - Wells Fargo Center Retail - PP Type 1

At the May Meeting, the Board formally "Designated" the project as eligible for Type 1 funding. Staff is requesting agreement approval at the June meeting. The Type 1 Agreement would reimburse for 14 new metal awnings installed in the public right-of-way, with a not-to-exceed amount of \$150,000 per the Participation Policy.

30th Street District - Moore Street - Sandhill Crane Apartments - PP Type 2

Sandhill Crane Affordable Housing is being developed by the Boise City / Ada County Housing Authority. The project will consist of 50 units with a focus on family friendly units (more bedrooms). The apartments will serve the 30-60% AMI group. The developer is submitting for Tax Credit funding to Idaho Housing and Finance Authority in August, and will know if they have received it in November. Sandhill Crane did not receive tax credit funding during the 2017 allocation. CCDC originally had designated the project as eligible for a Type 1, and the project was taken off of the list when it did not receive funding. Since then, the 30th Street District

priorities and projects have been updated and Type 1 funding is no longer available. However, the project is still able to apply for Type 2 funding, which will be repaid after increment is generated by the project. Staff has met with the Housing Authority to discuss the Type 2 application and will bring the project to the Board at the July meeting for review and potential "Designation."

Idaho Historical Museum Streetscapes at Julia Davis Park – PP Type 4

CCDC staff has confirmed completion of work and documentation of expenses.

Reimbursement payment is being processed and will go out to DPW this month (June).

PARKING & MOBILITY PROJECTS

Dedicated Motorcycle Parking

Project Description

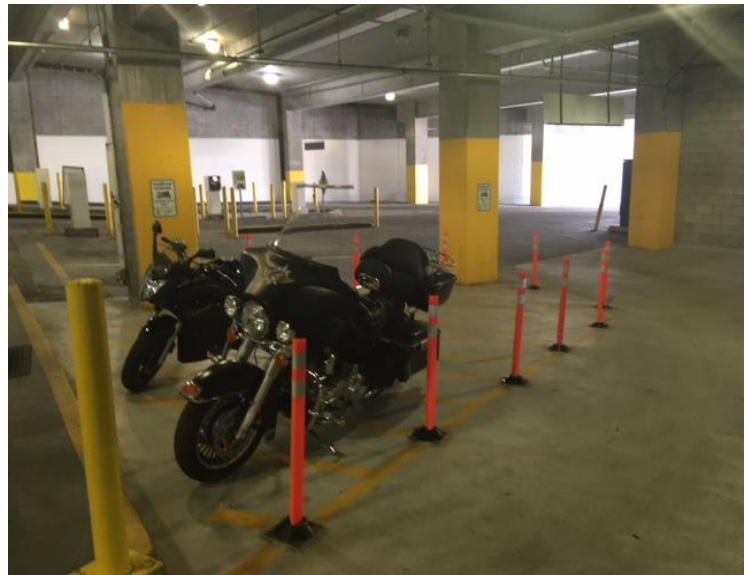
During the rate adjustment process the Board indicated an interest in providing as many Transportation Demand Management alternatives as possible to reduce the number of cars using (or wanting to use) our facilities. Dedicated day-use motorcycle and secure bicycle parking were two ideas brought forth.

Update

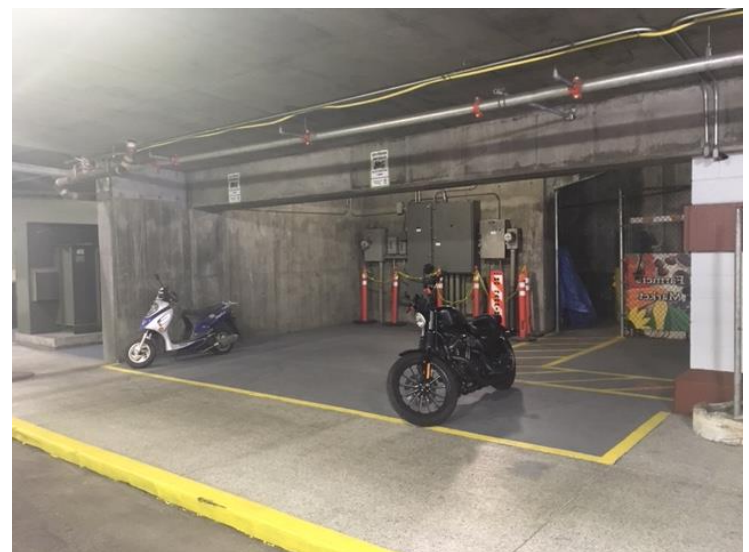
With the update of our Parking Enforcement & Collections Policy in February we adopted a policy prohibiting motorcycles from using the upper floors of our garages. This is because there are entry/exit issues with such small vehicles. As an alternative, areas in two garages were identified and equipped to accommodate FREE daily motorcycle use. Improved lighting, signage and fresh paint in the 9th & Main and 9th & Front garages create safe and highly visible areas for daily motorcycle parking.

Next Steps

We have created a "friendly reminder" which we are putting on motorcycles to try and educate them about this free opportunity. It basically says while we appreciate their paid patronage, we'd rather they park in a safer, more convenient location within our system. We direct them to the two aforementioned garages. A progress report will be provided at a future meeting.



9th & Front Garage



Capitol & Main Garage

Exterior Signage for All Garages

This project consisted of three sign types: large vertical garage "indicator" signs that are visible from a distance and inform drivers of the location/entrance to garages; Pay On Foot Station "locator" signs that inform customers where the machines are located to pay for their parking; and sidewalk kiosk "count" signs that indicate the current vehicular occupancy of the facility. All three sign types are now fully functional. Later this autumn or early next spring we hope to replace the "shared" signage near Capitol & Myrtle Garage and the 9th & Front Garage. In addition to the ParkBOI signage, these signs contain business names in the vicinity of the two signs. A kiosk also needs to be added to the entrance of 10th & Front Garage.

Parking Rate Examination

New rates went into effect February 1 and a revised Waitlist Policy was adopted by the Board on February 12. The waitlists have been reduced from nearly 1,300 spaces desired to 178. Demand is still strong in four of the CCDC garages, which may indicate the rates aren't high enough in those facilities.

Rebranding Parking System

All garage stairwells and elevator lobbies have been repainted with ParkBOI brand colors. Almost all vestiges of the old DPPS signage has been removed from the garages. Elevator lobby wayfinding "maps" have been replaced by ParkBOI "First Hour Free/Convenient & Covered" posters such as the one outside of the Board Room. Decals are being ordered to cover existing DPPS logos on the yellow "Pay Before You Return to Your Car" signs in every garage.

Park & Ride Shuttle

A Park & Ride/Shuttle service from the Elder Street lot near I-84/the airport has been underway since mid-June 2017. The addition of a second van resulted in additional times to ride to and from downtown has increased use of the service. There are currently 76 registered participants and there are between 5-17 cars in the lot most weekdays. May saw a decrease in ridership to 361, down from a high of 435 in March to 419 in April. The City's E-permit is popular and with the weather better, this encourages walking & biking. Both detract from the popularity of the P&R CCDC has extended our agreement with the City to the end of this fiscal year so that we can make a better assessment of the fully operable service. A more intensive marketing campaign will commence this summer to increase awareness of the program.

New ParkBOI Website

The two aforementioned websites, plus the CCDC/Parking website, were all updated with current garage information (the addition of 11th & Front); plus information about the carpool program. The "My Account" section of the ParkBOI website has been readied to help customers manage their own accounts by allowing them to update their information (change of vehicles, etc.), make payments and view payment history. Our parking operator is now promoting the new My Account ParkBOI website feature. In addition to providing our customers with more control over their parking accounts, we want more of our customers to pay via "autopay", either via checking account deduction or by another means of automated payment. The overall goal is to reduce staff time needed to process cash or checks.

Daily/Weekly/Monthly Parking Statistics

Our parking operator has learned how to glean data from our PARCS (Parking Access & Revenue Control System). Having identified the statistics that we believe best indicate system performance, we are now modifying the data into easy to understand graphics. For the June

Board meeting we will have 3-5 slides indicating system performance. This will include revenue, counts, length of stay, calls to the monitoring center and other metrics.

Nighttime Parking Update

There has been little interest in this program. We believe the reasons are there are still many free/cheap parking alternatives and the access into the garages is not early enough, as we don't want to negatively impact our full-price monthly customers. Recently there was a renewed interest from a major event employer to examine this program. We will be looking into this.

Capitol & Front Garage Disposition

At the May Board Meeting, staff informed the board that no proposals were received for the RFP issued on April 9. Board directed staff to investigate why no proposals were submitted. After speaking with parties who had previously expressed interest, staff has summarized those results, and will present those findings to the Board at the June meeting. Staff will be recommending revising the RFP and re-publishing. Tentative schedule would be to bring any responses back to the Board in August.

Bike Rack Infill

CCDC has installed 32 additional bike racks in response to requests from citizens, businesses, and other agencies in 2018, including installation of a prototype for a new bike corral in front of the Handlebar (1519 Main St) in May. Staff is working on requests for bike racks in front of Pivot North (11th between Front and Grove) and Rise and Grind (6th between Front and Grove); installation for both is expected to occur this month (June 2018)

Front & Myrtle Alternatives Analysis

CCDC and City of Boise staff have conducted several round table discussions with stakeholders along the corridor in April, and participated in a ULI panel discussion in May. Most of the near-term improvements included with the ITD cooperative agreement on Front & Myrtle have been completed. CCDC and Boise City staff will present the analysis findings to Simplot Company employees on June 13.

Pioneer Corner – PP Type 4

The project is complete, with the exception of bollard lock hasps that must be rotated to reduce tripping hazard. Okland is coordinating with its subcontractor to rotate bollard lock hasps this month.

10th & Front Garage Concrete Repairs

CCDC has issued, received and reviewed and RFQ to establish a qualified list of bidders for the work. The recommendation was approved by the Board in April. CDs have been completed and the project was put out to bid May 9th, bids were opened May 30th. Guho Corp. is the apparent successful low bidder. Bid was within established budget. Approval to award the bid to Guho Corp will be sought at June Board Meeting. Anticipated construction start early July.

PLACE MAKING PROJECTS

Freak Alley / Union Block

Project Description

CCDC and City of Boise are working with property owners and managers to improve Freak Alley and Union Block Alley as public spaces. Boise planning staff will manage an urban design process with a stakeholder group (including ownership interests), followed by final design and construction to be managed by CCDC.

Update

The paving of Freak Alley is complete and prep work in Union Block Alley is underway.

Next Steps

Freak Alley is expected to be complete mid-June, and Union Block Alley mid-July.



Freak Alley



Freak Alley

Other Active Place Making Projects

8th Street Event Bollards

All sixteen bollards and three emergency access boxes have been installed, and the Capital City Public Market has begun using the bollards for its event on 8th Street. Guho and Jensen Belts Associates will complete punch list items (closure signs, O&M manual) during the rest of the Central District closeout project this summer.

Alley, 6th to 3rd between Main & Idaho - CCDC Alley Program

The ACHD alley project began June 1. Idaho Power's contractor (Probst) began work at 3rd Street the week of June 4 and is working its way west. CCDC contractor (Anderson & Wood) will be working in the alley between 4th and 5th Streets June 11-22 and the alley between 3rd and 4th Streets in late June/early July.

BoDo Sidewalk Easements

Three easement agreements have been signed and recorded. Staff will continue to work on the three remaining easement agreements.

Traffic Box - Public Art

Artists were selected and traffic boxes assigned in March. Artists have finalized the design content and submitted on June 4. The content will be reviewed by the panel, modified as required, approved and installed this summer.

River Street Streetscape Improvements

The Land Group Inc. has submitted for ACHD review and has received comments. Comments have been addressed and resubmitted to ACHD for approval. Following final ACHD approval, drawings to be submitted to City of Boise Public Works for review.

Main Street Station Art

CCDC is working with City of Boise Department of Arts and History to augment public art at Main Street Station. The project will include art at the entry ramp, a mural series and vinyl art on window glass. Arts and History is collaborating with VRT and CCDC and working on contract negotiations with local artists. Once contract negotiations are complete, proposals will be presented for review and feedback. The Department of Arts and History are to finish contracts with artists, have the artists develop content, coordinate with CCDC and execute an MOU for the work.

SPECIAL PROJECTS

Boise City Art Project (South 9th Street Area)

Project Description

CCDC is working with Arts and History on public art installations identified in the 8th Street Corridor planning effort.

Update

The City of Boise has an artist under contract for a mural at 8th and Fulton. Installation of the mural is currently underway, and the bridge lighting is complete.

Next Steps

CCDC has collaborated with Carver Thornton Young, who has provided a revised design for the tension sculpture based on Board comments. The mural is scheduled to be installed summer 2018.



9th Street Bridge Lighting

617 S. Ash St. - Hayman House - PP Type 5

Staff conducted a handoff walkthrough of 617 Ash Street with the City of Boise Staff on May 16 to finalize the transfer of this cultural site to the City of Boise. The property has been conveyed to the City of Boise and the Arts and History Department is working bringing their plan to fruition.

PROPERTY MANAGEMENT UPDATES

8th Street

Capital City Public Market is using 8th Street every Saturday connecting the valley and visitors with agricultural, artisan and specialty food communities for the patrons and public. The Street was pressure washed the evening of May 29 and repainted the morning of June 3 for appearance and aesthetics. The Father's Day Car Show will return to 8th Street on June 17, featuring classic cars and electronic vehicles.

Parking System

10th & Front Repairs: Bids were received and opened May 30 and the bid award is going to the Board meeting on June 11. The anticipated start date of work will begin the first week of July. Capitol & Main Elevator Refurbish: Staff is working to obtain a consultant to evaluate the required scope of work.

Trailhead

Staff is working with the landlord to replace the HVAC system. The current system has reached the end of its life cycle and is operating at reduced efficiency. Replacement will be a capital expense for the owner amortized through NNN.

Ash Street Properties

Staff conducted a handoff walkthrough of 617 Ash Street with the City of Boise Staff on May 16 to finalize the transfer of that cultural site to the City of Boise.

General Maintenance

CCDC contracted with Capitol Landscape to perform paver sidewalk maintenance work throughout downtown. Staff anticipates work being complete by the end of June.

The Grove Plaza

Fountain Start-up completed in May in preparation for Alive After Five, which began June 6.

Condo Associations

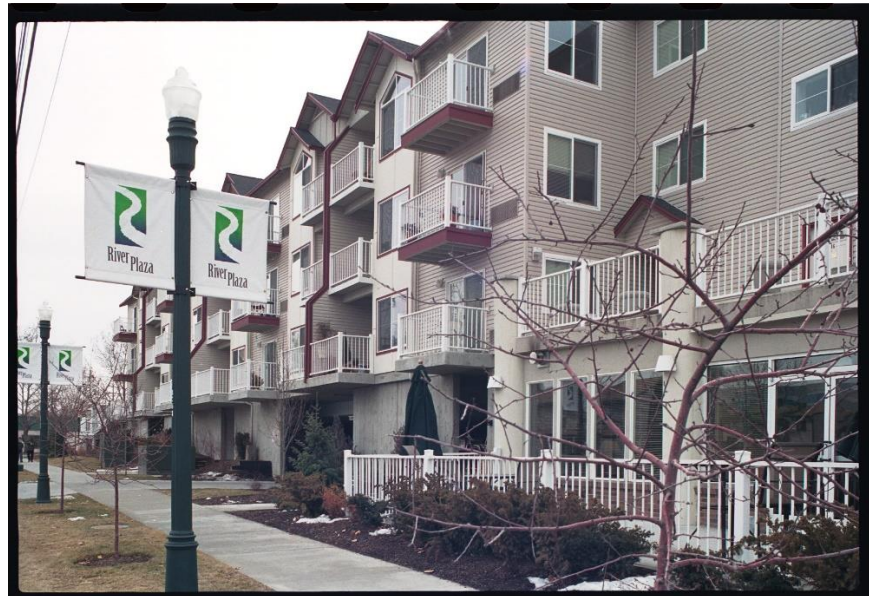
The annual meeting for the Downtown Parking Condo Association (9th & Main) was held May 23. New business included a presentation by CCDC Staff of a proposal for secure bike storage on the ground level in the common area. The Association voted unanimously to approve.

421 N. 10th and 1010 W Jefferson

A walk-through of these properties were conducted at June 6 with Colliers. Colliers International – Boise is now under contract with CCDC to manage 421 N. 10th (Idaho Sporting Goods) and 1010 Jefferson.

Finance Team: Ross Borden, Joey Chen, Kevin Martin, Mary Watson, Kathy Wanner

River Plaza LLC – Relinquishment and Transfer of Interest



Back in 1996, to support the development of housing in the River-Myrtle / Old Boise District, CCDC purchased the site for the River Plaza mixed use housing and office project at 13th Street and Grand Avenue. The Agency was also a partner with others – including the non-profit Boise Housing Corporation – in the development of the River Plaza project. The Agency sold the property to Boise Housing Corporation in November 1998 with a land write-down of \$216,020. Other Agency contributions included \$130,000 (budgeted to support housing in RMOB) for utility relocations and streetscaping, and ACHD impact fee credits of \$141,264. In return, the Agency received Special Limited Partner interest in the apartment portion of the project. This consideration was designed to compensate the Agency for an amount equal to the percentage of its investment in the project upon sale or refinancing of the project.

What started out as River Plaza LP (limited partnership) is now River Plaza LLC (limited liability company) consisting of only two entities: BHC, a single member LLC wholly owned by the non-profit Boise Housing Corporation as manager, and CCDC as the sole, special, limited member. That membership is of limited value to the Agency today as it would realize a return only if the River Plaza apartments were sold or liquidated. There are no plans to do either now or in the foreseeable future given BHC's mission of providing long term, stable and affordable housing, which the River Plaza apartments of course do. The River Plaza development has also contributed to the overall RMOB District growth and redevelopment goal-attainment. All things considered, now is a good time for the Agency to relinquish its interest in River Plaza LP. Counsel for both parties have drafted a document to do that and transfer the Agency's interest to BHC for which CCDC would receive \$30,000. The plan is to publish public notice of this disposition of Agency interest on July

11 and 25. Following the required 30 day comment period the Board will take public comment at its August 13 regular meeting after which the Board is expected to make its final determination.

COMPETITIVE BIDDING and QUALIFICATION-BASED SELECTIONS

CM/GC Central District Improvements Project

Selection of a Construction Manager / General Contractor (CM/GC) for final year (pre-sunset) Central District improvements.

2017

- August 9: Request for Qualifications issued; public notice in *Idaho Statesman*.
- Sept 7: Submissions due from licensed CM/GCs.
- October 9: Board approved Guho Corp as CM/GC.
- November 21: Contract Executed; pre-construction services begin.

2018

- February 12: The Board approved the contract amendment for first Guaranteed Maximum Price (GMP) for construction.
- March 12: Board approved second GMP for construction.
- June 11: The Board will receive information sufficient to approve GMP #3

2018 Streetscape Improvements Project – Selection of Design Professional

Design of 2018 streetscape improvements on River Street between Ash Street and 12th Street.

2017

- October 24: RFP issued to three on-call design professional firms.
- November 8: Proposals due from the design professionals.
- November 28: The Land Group selected as the design professional of record.

2018

- January: Task Order with The Land Group for design documents.
Note: Project costs are estimated at less than \$200k – informal bidding is planned.
- March 31: 90% construction drawings and specifications complete.
- May: ACHD reviews construction plans.
- June – early: Grading permits – city review.
- June – late: Informal bidding - *anticipated*.
- July: Contract awarded / Construction to proceed – *anticipated*.

CM/GC Westside District Urban Park Project

Selection of a Construction Manager / General Contractor (CM/GC) for an Urban Park project in the Westside District.

2017

- November 22: Request for Qualifications issued.
- Nov 23 & 30: Public notice in *Idaho Statesman*.
- December 8: Submissions due from licensed CM/GCs.

2018

- January 8: Board approval of Wright Brothers as CM/GC.
- March 7: Contract executed; pre-construction services begin.

Power Line Undergrounding – Invitation to Bid

Formal bid process to select an electrical contractor to install underground power in the alley between Main and Idaho running from 3rd Street to 5th Street. The project will be in coordination with Idaho Power and ACHD.

- January 24: Invitation to Bid issued.
- February 22: Bids due. One Bid received.
- March 12: Board awards contract to Anderson & Wood Construction.
- March 27: Contract executed.
- April 2018: Notice to Proceed
- June 1, 2018: Construction commences, in conjunction with ACHD's start date.

10th & Front Garage Concrete Repairs – RFQ and Bidding

Two-step process to contract for extensive concrete repairs. Pre-qualification process then bidding process. Construction in summer 2018.

- March 1, 2018: Request for Qualifications Issued.
- March 1 and 8: Public notice in the Idaho Statesman newspaper/
- March 15: Statements of Qualifications are due from licensed contractors.
- April 9: Board pre-qualifies three contractors.
- May 9: Invitation to Bid distributed to pre-qualified contractors.
- May 30: Two bids received.
- June 11: Board considers awarding contract.
- July: Contract executed, construction begins – *anticipated*.

OTHER CONTRACTS ACTIVITY

Central District:

- **Hawkins Companies:** Construction Access Agreement for 8th Street for extensive remodeling on the Capitol Terrace commercial condo units.

- **Wash Worx:** Task Order to pressure wash 8th Street from Main to Bannock Streets.
- **Capitol Landscape:** Task Order to perform sidewalk brick repair and maintenance on downtown sidewalks.
- **Pavement Specialties Inc.:** Professional Services Agreement to re-stripe 8th Street from Main to Bannock.

River Myrtle-Old Boise District:

- **Wash Worx:** Work Request to install two surface-mount bike racks near the intersection of 11th & Grove streets.

Westside District:

- **Jensen Belts Associates:** Task Order Amendment for additional services related to the Westside Urban Park Project.

Multi-District / Agency-focused / Interagency:

- **PGAV Consulting, LLC:** Professional Services Agreement to conduct an eligibility study of approximately 1425 parcels in the Central Bench Planning Area.
- **JedSplit Creative:** Task Order Amendment for additional services related to the 2017 Annual report; to include the creation of a PowerPoint slide deck and production of additional hard copies of the report