I. Call to Order

PRESENT:  Clegg, Ludwig, Woodings
ABSENT:

Pursuant to Idaho Code Section 74-204(4), all agenda Items are action items, and a vote may be taken on these items.

II. Minutes Approval

1. Harris Ranch Community Infrastructure District No. 1 Minutes - Regular Meeting - Aug 20, 2018 10:45 AM

RESULT: ACCEPTED [2 TO 0]
MOVER: Holli Woodings, Council Member
SECONDER: Elaine Clegg, Council President
AYES: Clegg, Woodings
ABSTAIN: Ludwig

III. Consent Agenda

*******Items scheduled on Consent Agenda.

*All items with an asterisk(*) are considered to be routine by the Council and will be enacted by one motion. There will be no separate discussion on these items unless a Council Member or citizen so requests in which case the item will be removed from the general order of business and considered in its normal sequence.

RESULT: APPROVED [UNANIMOUS]
MOVER: Holli Woodings, Council Member
SECONDER: Scot Ludwig, Councilman
AYES: Clegg, Ludwig, Woodings

* All items with an asterisk(*) are considered to be routine by the Board and will be enacted by one motion. There will be no separate discussion on these items unless a Board Member or citizen so requests in which case the item will be removed from the general order of business and considered in its normal sequence.
A. RESOLUTIONS

*1. A RESOLUTION APPROVING THE FY 2018 AUDITED FINANCIAL STATEMENTS FOR THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1; AND PROVIDING AN EFFECTIVE DATE.

*2. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, ADA COUNTY, IDAHO) APPROVING BOND COUNSEL SERVICES FOR THE PREPARATION OF GENERAL OBLIGATION BONDS OR OTHER DEBT TO BE PROVIDED BY SKINNER FAWCETT LLP; AND PROVIDING AN EFFECTIVE DATE.

*3. A RESOLUTION APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF BOISE CITY (“BOISE”) AND THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (ADA COUNTY, IDAHO) (“HARRIS RANCH CID”) FOR THE PROVISION OF PROFESSIONAL SERVICES TO THE HARRIS RANCH CID; AUTHORIZING THE HARRIS RANCH CID BOARD PRESIDENT AND DISTRICT CLERK TO EXECUTE AND ATTEST SAID AGREEMENT ON BEHALF OF THE HARRIS RANCH CID; AND PROVIDING AN EFFECTIVE DATE.

*4. A RESOLUTION APPROVING AN AGREEMENT, BY AND BETWEEN THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (ADA COUNTY, IDAHO) (“HARRIS RANCH CID”) AND BARBER VALLEY DEVELOPMENT, INC., FOR REIMBURSEMENT FOR PROFESSIONAL SERVICES PROVIDED BY THE HARRIS RANCH CID; AUTHORIZING THE HARRIS RANCH CID BOARD PRESIDENT AND DISTRICT CLERK TO EXECUTE AND ATTEST SAID AGREEMENT ON BEHALF OF THE HARRIS RANCH CID; AND PROVIDING AN EFFECTIVE DATE.

*5. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, ADA COUNTY, IDAHO) APPROVING ASSESSMENT ENGINEERING SERVICES FOR THE PREPARATION OF THE SPECIAL ASSESSMENT REPORT TO BE PROVIDED BY RIVERIDGE ENGINEERING COMPANY; AND PROVIDING AN EFFECTIVE DATE.

*6. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, ADA COUNTY, IDAHO), APPROVING A PROFESSIONAL SERVICES CONTRACT AGREEMENT TO RETAIN PUBLIC FINANCIAL MANAGEMENT, INC. TO PROVIDE FINANCIAL ADVICE AND SERVICES
RELATED TO THE PREPARATION AND SALE OF GENERAL OBLIGATION DEBT; AND PROVIDING AN EFFECTIVE DATE.

IV. Agenda Items

1. Upcoming Budget Dates

   Motion to approve the future meeting date of June 25, 2019 for the Budget Review and July 16, 2019 for the Budget Public Hearing.

   RESULT: APPROVED [UNANIMOUS]
   MOVER: Holli Woodings, Council Member
   SECONDER: Scot Ludwig, Councilman
   AYES: Clegg, Ludwig, Woodings

V. Adjournment

   Motion to adjourn the Harris Ranch Community Infrastructure District No. 1 meeting.

   RESULT: APPROVED [UNANIMOUS]
   MOVER: Holli Woodings, Council Member
   SECONDER: Scot Ludwig, Councilman
   AYES: Clegg, Ludwig, Woodings
I. Call to Order

PRESENT:  Clegg, Ludwig, Woodings
ABSENT:

Pursuant to Idaho Code Section 74-204(4), all agenda Items are action items, and a vote may be taken on these items.

II. Minutes Approval

1. Harris Ranch Community Infrastructure District No. 1 - Regular Meeting - Jul 24, 2018 3:00 PM

RESULT:  ACCEPTED [2 TO 0]
MOVER:  Holli Woodings, Council Member
SECONDER:  Elaine Clegg, Council President
AYES:  Clegg, Woodings
ABSTAIN:  Ludwig

III. Agenda Items

1. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, IDAHO), ADA COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, IN THE PRINCIPAL AMOUNT OF UP TO $2,000,000; PROVIDING FOR THE DATE, FORM, MATURITIES, DESIGNATION, REGISTRATION, AND AUTHENTICATION OF THE BOND; PROVIDING FOR THE SALE OF THE BOND TO THE PURCHASER THEREOF; PROVIDING FOR THE PAYMENT OF PRINCIPAL OF AND INTEREST ON THE BOND BY THE ANNUAL LEVY OF TAXES; ESTABLISHING CERTAIN FUNDS AND ACCOUNTS; PROVIDING COVENANTS WITH RESPECT TO THE BOND; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

Jennifer Jenkins, Department of Finance and Administration, presented the staff report.
RESULT: APPROVED [UNANIMOUS]
MOVER: Scot Ludwig, Councilman
SECONDER: Holli Woodings, Council Member
AYES: Clegg, Ludwig, Woodings

2. A RESOLUTION APPROVING THE REMOVAL AND TRANSFER OF ASSESSMENTS FOR CERTAIN RIGHT OF WAY PARCELS AND COMMON LOTS WITHIN HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO 1. (CITY OF BOISE, ADA COUNTY, IDAHO); IMPOSING SPECIAL ASSESSMENTS UPON THE REAL PROPERTY WITHIN THE ASSESSMENT AREA OF HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO 1. (CITY OF BOISE, ADA COUNTY, IDAHO); PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Jennifer Jenkins, Department of Finance and Administration, presented the staff report.

RESULT: APPROVED [UNANIMOUS]
MOVER: Holli Woodings, Council Member
SECONDER: Scot Ludwig, Councilman
AYES: Clegg, Ludwig, Woodings

IV. Adjournment

Motion to adjourn the Harris Ranch CID meeting.

RESULT: APPROVED [UNANIMOUS]
MOVER: Holli Woodings, Council Member
SECONDER: Scot Ludwig, Councilman
AYES: Clegg, Ludwig, Woodings
TO: Board of Directors
FROM: Jennifer Jenkins, Treasury
NUMBER: HRCID-1-2019
DATE: April 17, 2019
SUBJECT: FY18 Audited Financial Statements

BACKGROUND:
Management is responsible for the preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America. An external audit of the accompanying financial statements of the governmental activities and the general fund of Harris Ranch Community Infrastructure District No. 1 (the District), and the related notes to the financial statements was performed by Eide Bailly, as of and for the year ended September 30, 2018.

FINANCIAL IMPACT:
None.

ATTACHMENTS:
- 2018 Financial Statements (FINAL) (PDF)
Harris Ranch CID Resolution NO. HRCID-1-2019

BY THE BOARD: CLEGG, LUDWIG AND WOODINGS

A RESOLUTION APPROVING THE FY 2018 AUDITED FINANCIAL STATEMENTS FOR THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, ADA COUNTY, IDAHO), AS FOLLOWS:

Section 1. That the FY 2018 Audited Financial Statements, attached hereto as Exhibit A and incorporated herein by reference, be, and the same hereby is, approved as to both form and content.

Section 2. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the Board of Directors of the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Ada County, Idaho), this April 23, 2019.

APPROVED by the Chairman of the Board of the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Ada County Idaho), this April 23, 2019.

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, IDAHO)
Ada County, Idaho

By: _______________________________
   Elaine Clegg, Vice Chair, Board of Directors

ATTEST:

____________________________
Lynda Lowry, District Clerk
TO: Board of Directors
FROM: Jennifer Jenkins, Treasury
NUMBER: HRCID-2-2019
DATE: April 17, 2019
SUBJECT: Bond Counsel Enagement Letter

BACKGROUND:
This resolution authorizes the Harris Ranch CID Board to engage bond counsel services for the issuance of debt. The proposed engagement for FY 2019 provides the pricing for the sale of a single tax-exempt or taxable bond series. The maximum proposed cost for a tax-exempt bond sale, which is projected to be the case for FY 2019, is $27,000.

ATTACHMENTS:

- Skinner Fawcett HR CID Engagement Letter (2019)(PDF)
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, ADA COUNTY, IDAHO) APPROVING BOND COUNSEL SERVICES FOR THE PREPARATION OF GENERAL OBLIGATION BONDS OR OTHER DEBT TO BE PROVIDED BY SKINNER FAWCETT LLP; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District is contemplating issuing additional General Obligation Bonds or other similar obligations, in one or more series (the “Debt”); and

WHEREAS, Skinner Fawcett, LLP. agrees to furnish bond counsel services in connection with this financing to the District; and

WHEREAS, in the event Debt is not issued, Barber Valley Development, Inc. will pay any accrued legal fees.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, ADA COUNTY, IDAHO), AS FOLLOWS:

Section 1. That the Board of Directors of the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Ada County, Idaho), hereby approves the acceptance of bond counsel services for the preparation of General Obligation Bonds or other similar obligations provided by Skinner Fawcett LLP. in accordance with the terms and conditions provided for in the Engagement Letter, attached hereto as Exhibit A.

Section 2. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the Board of Directors of the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Ada County, Idaho), this April 23, 2019.

APPROVED by the Chairman of the Board of the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Ada County Idaho), this April 23, 2019.
ATTEST:

Lynda Lowry, District Clerk

By: _______________________________
Elaine Clegg, Vice Chair, Board of Directors
February 21, 2019

Board of Directors
Harris Ranch Community Infrastructure District No. 1 (City of Boise, Idaho)
Boise, Idaho

RE: Bond Counsel Services—General Obligation Bonds, Series 2019

Ladies and Gentlemen:

We understand that the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Idaho) (the “District”) is contemplating issuing additional General Obligation Bonds, Series 2019 (the “Bonds”) and have been requested to prepare an engagement letter for our services in connection with the issuance of the Bonds.

We are, therefore, writing to provide to you a description of the bond counsel services we are prepared to undertake and render with regard to the issuance of the Bonds.

We are prepared to furnish bond counsel services in connection with this financing to the District, which services include preparation of bond resolutions and various notices; conferences with representatives of the District, as necessary; preparation and review of documentation as necessary for authorizing the issuance and sale of the Bonds; review of procedural matters; consultations with the paying agent and registrar, the financial advisor, the Board and its attorney and consultants regarding issuance of the Bonds; preparation of the Bonds for delivery; preparation of closing documents; the rendering of final approving opinions as to the validity of the Bonds and tax-exemption of interest thereon; and, the preparation and forwarding of a final transcript of the Bonds documents. Please note that our description for services does not include preparation or review of any offering literature for the Bonds or litigation proceedings without a separate agreement for those matters. Our engagement will end at the closing of the transaction unless additional arrangements are made in writing. We understand that it is contemplated that the Bonds may be purchased by owners of Harris Ranch under a multi-year commitment letter and would be happy to review that, but otherwise assume that the structure of the bonds would be similar to that in recent years.

We will bill our time and expenses for work on the Bonds with time charged from October 1, 2018, up to an amount not to exceed $27,000.00. Our current hourly rates for this type of financing are: For Richard A. Skinner, $295.00 per hour and for John R. McDevitt $210.00 per hour. We would bill for our usual out-of-pocket expenses, such as photocopies, bond transcript materials, postage, long distance telephone calls and similar expenses. If unusual or unforeseen complications arise in the financing which may result in larger legal fees than originally anticipated, we will notify you at that time prior to incurring
those fees.

The above fees and costs may be deferred and paid out of the proceeds of the Bonds no later than the date of bond closing. If the initial series of Bonds does not close within 365 days after the date work on the Bonds has commenced, we will be paid separately for the work done on such series. It is understood that Barber Valley Development, Inc. shall pay for any amounts not paid for through the issuance of the Bonds.

Assuming that the above arrangements are acceptable, please execute the enclosed copy of this letter and return the same to our office. We look forward to working with you on this financing.

Very truly yours,

SKINNER FAWCETT LLP

[Signature]

JOHN R. MCDEVITT

The foregoing has been approved by Harris Ranch Community Infrastructure District No. 1 (City of Boise, Idaho) as of the __ day of __________, 2019.

By: __________________________

Authorized Representative

The undersigned Barber Valley Development, Inc. hereby agrees as of the above date to pay for the above services and to reimburse the District for any amounts billed for such services if the said Bonds do not close within 365 days from the date work has commenced on an issue of Bonds.

Barber Valley Development, Inc.
an Idaho corporation

By __________________________

Its: __________________________
TO:          Board of Directors
FROM:       Jennifer Jenkins, Treasury
NUMBER:     HRCID-3-2019
DATE:       April 17, 2019
SUBJECT:    CID and City of Boise Reimbursement Agreement

BACKGROUND:

This resolution is intended to document the administrative services to be provided by the City to the Harris Ranch Community Infrastructure District and the fees to be charged for such services.

ATTACHMENTS:

- City of Boise agreement 4.17.2019  (PDF)
A RESOLUTION APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF BOISE CITY ("BOISE") AND THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (ADA COUNTY, IDAHO) ("HARRIS RANCH CID") FOR THE PROVISION OF PROFESSIONAL SERVICES TO THE HARRIS RANCH CID; AUTHORIZING THE HARRIS RANCH CID BOARD PRESIDENT AND DISTRICT CLERK TO EXECUTE AND ATTEST SAID AGREEMENT ON BEHALF OF THE HARRIS RANCH CID; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, ADA COUNTY, IDAHO), AS FOLLOWS:

Section 1. That an Agreement by and between the city of Boise City and the Harris Ranch CID, attached hereto as Exhibit “A” and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Harris Ranch CID Board President and District Clerk be, and they hereby are, authorized to respectively execute and attest said Agreement for and on behalf of the Harris Ranch CID.

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

ADOPTED by the Board of Directors of the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Ada County, Idaho), this April 23, 2019.

APPROVED by the Chairman of the Board of the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Ada County Idaho), this April 23, 2019.

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, IDAHO)
Ada County, Idaho

By: _______________________________
Elaine Clegg, Vice Chair, Board of Directors

ATTEST:

Lynda Lowry, District Clerk
AGREEMENT FOR REIMBURSEMENT FOR SERVICES PROVIDED BY
CITY OF BOISE STAFF TO HARRIS RANCH COMMUNITY
INFRASTRUCTURE DISTRICT NO. 1

This Agreement for Reimbursement of Services ("Agreement") made this 1st day of April, 2019, by and between the City of Boise ("City"), a municipal corporation organized and existing pursuant to the laws of the State of Idaho and Harris Ranch Community Infrastructure District No. 1 ("District"), a political subdivision of the State of Idaho organized and existing pursuant to Title 50, Chapter 31 of Idaho Code.

WHEREAS, Idaho Code § 50-3105(1)(g) authorizes the District to reimburse the City for staff and consultant services provided by the City to the District;

WHEREAS, the Development Agreement for the District contemplates reimbursement of administrative services provided by City and District Staff by Barber Valley Development Corporation, Inc. ("Developer");

WHEREAS, establishing set compensation for services provided by the City to the District provides certainty and predictability with respect to cost of services and reduces staff time expenditures with respect to compilation of invoices for services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, City and District agree as follows:

1. SERVICES PROVIDED BY CITY. City agrees to provide District services as may be required for the effective and efficient administration of the District.

2. REIMBURSEMENT BY DISTRICT FOR SERVICES. District shall reimburse City for services provided by City staff in amounts as set forth by Exhibit A, attached hereto. In the event that the City provides a service not listed within Exhibit A, then District shall reimburse City based upon the number of hours expended by City staff in amount equal to the (burdened) hourly wage of that/those staff member(s).

   District shall reimburse City within thirty (30) days of receipt of invoice or as specified by the invoice, whichever period is longer.

3. TERM. This Agreement shall commence upon execution of this Agreement and shall continue until March 31, 2020, subject to renewal and/or extension as provided for by this Agreement.

4. NON-EXCLUSIVITY. Parties agree that this Agreement shall not limit the ability of the District to retain any services, including those contemplated under this Agreement, on behalf of the District as authorized by Idaho Code § 50-3105.
5. **RELEASE OF LIABILITY.** District agrees to indemnify and hold harmless City, its officers, agents, employees and/or representatives from any and all liability, damages and/or claims which may be brought against District, its officers, agents, employees and/or representatives arising out of any claim, intentional act, negligence, and/or omission by City, its officers, agents, employees and/or representatives.

6. **EXTENSION.** Parties may extend the term and provisions of this Agreement at any time provided that the extension must be in writing.

7. **TERMINATION.** This Agreement may be terminated at the convenience of either Party upon written notice to the other Party. Upon termination, City shall provide District an invoice for services provided within thirty (30) days of receipt of the notice to terminate. District shall pay the final invoice issued by City following termination of this Agreement within thirty (30) of receipt of the final invoice.

8. **ENTIRE AGREEMENT and AMENDMENT.** This Agreement constitutes the entire agreement of the parties and is the complete and exclusive agreement between the Parties. This Agreement shall not be amended and/or altered except by mutual written consent, executed by both City and District.

9. **NOTICE.** All notices under this Agreement shall be in writing.

10. **SEVERABILITY.** This Agreement and any Addenda make up the entire agreement between the Parties. In the event any part of this Agreement is invalidated by reason of law or government regulation or any part is deemed waived by City, the remaining provisions of this Agreement shall remain in full force and effect.

CITY OF BOISE

APPROVED BY:

[Signature]

David H. Bieter, Mayor

Date

ATTEST:

[Signature]

City Clerk

Date
HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1

APPROVED BY:

______________________________   ____________________
District President                Date

ATTEST:

______________________________   ____________________
District Clerk                    Date
EXHIBIT A

Harris Ranch CID Fees and Services:

- General CID Administration = $5,623
  - The objective of this service is to provide general administration for the District. This service includes the creation of an annual meeting calendar; notification and publication of meetings; development, publication, and certification of the annual budget; annually update state required registry information; periodic review of financial statements; coordination of annual audit; invoice processing; and, general record keeping.

- Project Eligibility Review Fee = $80
  - The objective of this service it to determine if a proposed project or segment of a project is eligible for CID financing in accordance with Idaho Code 50-3101 (CID Statute), the Harris Ranch Specific Plan (“SPO1”), and the Harris Ranch Developer Agreement (“Agreement”). This service includes the initial “setup” of the project for internal tracking and review, coordination of staff and CID Board review and approval of financing eligibility, and confirmation documentation.
  - The fee is based on less than an hour of (burdened) staff time. This assumes that the developer provides all necessary information to ensure an efficient review. If legal review is required beyond the assumed one (1) hour of staff time, an additional fee may be charged at $80 per hour, with a not to exceed total per project amount of $800.

- Construction Review Fee = $161
  - The objective of this service it to ensure that construction of an approved project has been publicly bid and all related construction approvals necessary by the District Manager and/or District Engineer have been fulfilled in accordance with the Agreement. This service includes the coordination, tracking, and processing of documentation related to the public bidding and award process.
  - The fee is based on an estimated 2 hours of (burdened) staff time. An additional fee may be charged at $80.50 per hour, with a not to exceed total per project amount of $805.

- Reimbursement Processing Fee = $804
  - The objective of this service it to process payment to the Owner for eligible costs related to an approved project. This service includes the coordination, creation, and review of all necessary documentation; time to process wire transfers and related accounting transactions; and, track all reimbursement requests.
  - The fee is based on an estimated 12 hours of (burdened) staff time. An additional fee may be charged at $67.00 per hour, with a not to exceed total per project amount of $2,680.

- Note Administration Fee = $8,034
  - The objective of this service is to facilitate the issuance of short-term notes on behalf of the CID. This service includes the coordination of all related activities associated
with the issuance of notes. Specifically, includes staff creation and review of documentation, management of professional services contracts, fund accounting, and maintenance of records.

- The fee is based on an estimated 80 hours of (burdened) staff time.

- Bond Administration Fee = $10,712 to 16,068
  - The objective of this service is to facilitate the issuance of long-term bonds on behalf of the CID. This service includes the coordination of all related activities associated with the issuance of bonds. Specifically, it includes financial analysis, staff creation and review of documentation, management of professional services contracts, fund accounting, maintenance of records, and tracking of annual post issuance requirements.
  - The fee is based on an estimated 160 hours of (burdened) staff time. The bond administration fee will be dependent on the complexities of the issuance.

- Exceptional and Consultant Costs – pass through amount
  - Costs for professional consulting, such as bond counsel, or other exceptional costs, like appraisals, will be passed through to the Owner at the invoiced amount. The City will not add a processing fee or mark up any invoiced amount. Owner must approve all exceptional and/or consultant costs prior to engagement of services.

- Other City Services – case by case negotiation
  - In the event that the Owner and/or City requests additional services, such as financial and/or economic analysis not directly related to the provision of services described herein, both parties retain the discretion to negotiate alternative fees on a case by case basis.
TO: Board of Directors
FROM: Jennifer Jenkins, Treasury
NUMBER: HRCID-4-2019
DATE: April 17, 2019
SUBJECT: CID and BVD Cost Reimbursement

BACKGROUND:
This resolution is intended to document the manner in which the District will be reimbursed for administrative costs incurred on behalf of the developer/owner that exceed the District's annual administrative property tax levy amount.

ATTACHMENTS:

- Notorized HRCID #1 agreement 4.15.2019 (PDF)
A RESOLUTION APPROVING AN AGREEMENT, BY AND BETWEEN THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (ADA COUNTY, IDAHO) (“HARRIS RANCH CID”) AND BARBER VALLEY DEVELOPMENT, INC., FOR REIMBURSEMENT FOR PROFESSIONAL SERVICES PROVIDED BY THE HARRIS RANCH CID; AUTHORIZING THE HARRIS RANCH CID BOARD PRESIDENT AND DISTRICT CLERK TO EXECUTE AND ATTEST SAID AGREEMENT ON BEHALF OF THE HARRIS RANCH CID; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, ADA COUNTY, IDAHO), AS FOLLOWS:

Section 1. That an Agreement by and between the Harris Ranch CID and Barber Valley Development, Inc., attached hereto as Exhibit “A” and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Harris Ranch CID Board President and District Clerk be, and they hereby are, authorized to respectively execute and attest said Agreement for and on behalf of the Harris Ranch CID.

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

ADOPTED by the Board of Directors of the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Ada County, Idaho), this April 23, 2019.

APPROVED by the Chairman of the Board of the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Ada County Idaho), this April 23, 2019.

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, IDAHO)
Ada County, Idaho
By: ______________________________
Elaine Clegg, Vice Chair, Board of Directors

ATTEST:

Lynda Lowry, District Clerk
AGREEMENT FOR REIMBURSEMENT FOR SERVICES PROVIDED BY HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 TO BARBER VALLEY DEVELOPMENT CORPORATION, INC.

This Agreement for Reimbursement of Services ("Agreement") is made this 1st day of April, 2019, by and between the Harris Ranch Community Infrastructure District No. 1 ("District"), a political subdivision of the State of Idaho organized and existing pursuant to Title 50, Chapter 31 of Idaho Code and Barber Valley Development Corporation, Inc.

WHEREAS, Idaho Code § 50-3105(1)(g) authorizes the District to reimburse the City for staff and consultant services provided by the City to the District;

WHEREAS, the Development Agreement for the District contemplates the reimbursement of administrative services provided by the District to Barber Valley Development Corporation, Inc. ("Developer");

WHEREAS, establishing set compensation for services provided on behalf of the District provides Developer certainty and predictability with respect to cost of services and reduces staff time expenditures with respect to compilation of invoices for services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Developer and District agree as follows:

1. SERVICES PROVIDED ON BEHALF OF DISTRICT. District agrees to obtain and/or provide those services as may be required for the effective and efficient administration of the District. District possesses the sole and ultimate authority in determining which services shall be obtained and/or provided.

2. REIMBURSEMENT BY DEVELOPER FOR SERVICES. Developer shall reimburse District for services obtained and/or provided on behalf of the District in amounts as set forth by Exhibit A, attached hereto. In the event that the District obtains and/or provides a service not listed within Exhibit A, then Developer shall reimburse District for any actual expenses incurred.

   Developer shall reimburse District within thirty (30) days of receipt of invoice or as specified by the invoice, whichever period is longer.

   District shall only request reimbursement for amounts in excess of those amounts received from the administrative levy imposed pursuant to Idaho Code § 50-3113. Additionally, the total amount to be reimbursed by Developer under this Agreement shall not exceed thirty-five thousand, fifty-five dollars ("$35,055").

3. TERM. This Agreement shall commence upon execution of this Agreement and shall continue until March 31, 2020, subject to renewal and/or extension as provided for by this Agreement.
4. **NON-EXCLUSIVITY.** Parties agree that District retains sole and ultimate authority to obtain and/or provide any services deemed necessary for the administration and/or management of the District.

5. **RELEASE OF LIABILITY.** Developer agrees to hold harmless District, its officers, agents, employees and/or representatives from any and all liability, damages and/or claims which may be brought against District, its officers, agents, employees and/or representatives arising out of any claim, intentional act, negligence, and/or omission by City, its officers, agents, employees and/or representatives.

6. **EXTENSION.** Parties may extend the term and provisions of this Agreement at any time provided that the extension must be in writing and executed by both Parties.

7. **TERMINATION.** This Agreement may be terminated upon mutual agreement of the Parties. Upon termination, District shall provide Developer an invoice of outstanding reimbursement costs for services provided within thirty (30) days of receipt of the notice to terminate. Developer shall pay the final invoice issued by District following termination of this Agreement within thirty (30) of receipt of the final invoice.

8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties and is the complete and exclusive agreement between the Parties. This Agreement shall not be amended and/or altered except by mutual written consent, executed by both District and Developer.

9. **NOTICE.** All notices under this Agreement shall be in writing and delivered to:

   Harris Ranch Community Infrastructure District No. 1  
   Attn: District Manager  
   PO Box 500  
   Boise, ID, 83701

   Barber Valley Development, Inc.  
   Attn: Douglas Fowler  
   4940 E Mill Station Dr. Ste 101B  
   Boise, ID, 83716

10. **CHOICE OF LAW.** This Agreement shall be governed in all respects by the laws of the State of Idaho.

11. **SEVERABILITY.** This Agreement and any Addenda make up the entire agreement between the Parties. In the event any part of this Agreement is invalidated by reason of law or government regulation or any part is deemed waived by City, the remaining provisions of this Agreement shall remain in full force and effect.

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HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1  
APPROVED BY: 

District President
ATTEST:

________________________________________
District Clerk

BARBER VALLEY DEVELOPMENT, INC.
APPROVED BY:

__________________________
Douglas Fowler, President of Barber Valley Development Inc.

STATE OF IDAHO )
) ss.
County of Ada )

On this 15 day of April, 2019, before me, a Notary Public in and for said state, personally appeared Doug Fowler, known to me to be the President of Barber Valley Development Inc., who executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.
Notary Public for Idaho

Residing at: Boise
My commission expires: 9 April, 2024

SARAH BORGERDING NILLES
COMMISSION #2018-0630
NOTARY PUBLIC
STATE OF IDAHO

SarahBorgerdinNilles
EXHIBIT A

Harris Ranch CID Fees and Services:

- General CID Administration = $5,623
  - The objective of this service is to provide general administration for the District. This service includes the creation of an annual meeting calendar; notification and publication of meetings; development, publication, and certification of the annual budget; annually update state required registry information; periodic review of financial statements; coordination of annual audit; invoice processing; and, general record keeping.

- Project Eligibility Review Fee = $80
  - The objective of this service is to determine if a proposed project or segment of a project is eligible for CID financing in accordance with Idaho Code 50-3101 (CID Statute), the Harris Ranch Specific Plan ("SPO1"), and the Harris Ranch Developer Agreement ("Agreement"). This service includes the initial "setup" of the project for internal tracking and review, coordination of staff and CID Board review and approval of financing eligibility, and confirmation documentation.
  - The fee is based on less than an hour of (burdened) staff time. This assumes that the developer provides all necessary information to ensure an efficient review. If legal review is required beyond the assumed one (1) hour of staff time, an additional fee may be charged at $80 per hour, with a not to exceed total per project amount of $800.

- Construction Review Fee = $161
  - The objective of this service is to ensure that construction of an approved project has been publicly bid and all related construction approvals necessary by the District Manager and/or District Engineer have been fulfilled in accordance with the Agreement. This service includes the coordination, tracking, and processing of documentation related to the public bidding and award process.
  - The fee is based on an estimated 2 hours of (burdened) staff time. An additional fee may be charged at $80.50 per hour, with a not to exceed total per project amount of $805.

- Reimbursement Processing Fee = $804
  - The objective of this service is to process payment to the Owner for eligible costs related to an approved project. This service includes the coordination, creation, and review of all necessary documentation; time to process wire transfers and related accounting transactions; and, track all reimbursement requests.
  - The fee is based on an estimated 12 hours of (burdened) staff time. An additional fee may be charged at $67.00 per hour, with a not to exceed total per project amount of $2,680.

- Note Administration Fee = $8,034
  - The objective of this service is to facilitate the issuance of short-term notes on behalf of the CID. This service includes the coordination of all related activities associated
with the issuance of notes. Specifically, includes staff creation and review of
documentation, management of professional services contracts, fund accounting, and
maintenance of records.
  - The fee is based on an estimated 80 hours of (burdened) staff time.

- Bond Administration Fee = $10,712 to $16,068
  - The objective of this service is to facilitate the issuance of long-term bonds on behalf
    of the CID. This service includes the coordination of all related activities associated
    with the issuance of bonds. Specifically, it includes financial analysis, staff creation
    and review of documentation, management of professional services contracts, fund
    accounting, maintenance of records, and tracking of annual post issuance
    requirements.
  - The fee is based on an estimated 160 hours of (burdened) staff time. The bond
    administration fee will be dependent on the complexities of the issuance.

- Exceptional and Consultant Costs – pass through amount
  - Costs for professional consulting, such as bond counsel, or other exceptional costs, like
    appraisals, will be passed through to the Owner at the invoiced amount. The City will
    not add a processing fee or mark up any invoiced amount. Owner must approve all
    exceptional and/or consultant costs prior to engagement of services.

- Other City Services – case by case negotiation
  - In the event that the Owner and/or City requests additional services, such as
    financial and/or economic analysis not directly related to the provision of services
    described herein, both parties retain the discretion to negotiate alternative fees on a
    case by case basis.
TO: Board of Directors
FROM: Jennifer Jenkins, Treasury
NUMBER: HRCID-5-2019
DATE: April 17, 2019
SUBJECT: Assessment Engineer Engagement

BACKGROUND:

This resolution provides for the engagement of engineering services necessary to complete the annual assessment roll for the Harris Ranch Special Assessment Area. The proposed cost is $10,708 for FY 2019.

ATTACHMENTS:

- Harris Ranch CID Agreement - RiveRidge Engineering 2019 (PDF)
Harris Ranch CID Resolution NO. HRCID-5-2019

BY THE BOARD: CLEGG, LUDWIG AND WOODINGS

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, ADA COUNTY, IDAHO) APPROVING ASSESSMENT ENGINEERING SERVICES FOR THE PREPARATION OF THE SPECIAL ASSESSMENT REPORT TO BE PROVIDED BY RIVERIDGE ENGINEERING COMPANY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, RiveRidge Engineering Company (“RiveRidge”) has previously provided Assessment Engineering Services in conjunction with the Harris Ranch Special Assessment; and

WHEREAS, each year ongoing development requires reapportionment of collection rates within the Special Assessment Areas which requires the creation of a Special Assessment Report; and

WHEREAS, RiveRidge has agreed to continue to provide these necessary services to the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, ADA COUNTY, IDAHO), AS FOLLOWS:

Section 1. That the Board of Directors of the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Ada County, Idaho), hereby approves the acceptance of assessment engineering services for the preparation of a Special Assessment Report provided by RiverRidge Engineering Company, in accordance with the terms and conditions provided by the Agreement, attached hereto as Exhibit A.

Section 2. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the Board of Directors of the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Ada County, Idaho), this April 23, 2019.

APPROVED by the Chairman of the Board of the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Ada County Idaho), this April 23, 2019.

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, IDAHO)
Ada County, Idaho

ATTEST:

Lynda Lowry, District Clerk

By: Elaine Clegg, Vice Chair, Board of Directors
AGREEMENT FOR REIMBURSEMENT FOR SERVICES PROVIDED BY 
HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 
TO BARBER VALLEY DEVELOPMENT, INC. 

This Agreement for Reimbursement of Services ("Agreement") is made this 1st day of 
April, 2019, by and between the Harris Ranch Community Infrastructure District No. 1 
("District"), a political subdivision of the State of Idaho organized and existing pursuant to Title 
50, Chapter 31 of Idaho Code and RiveRidge Engineering Company ("RiveRidge"), an Idaho 
Corporation. 

WHEREAS, RiveRidge has previously provided Assessment Engineering Services in 
conjunction with the Harris Ranch Special Assessment; and 

WHEREAS, Each year ongoing development requires reapportionment of collection 
rates within the Special Assessment Areas which requires the creation of a Special Assessment 
Report; 

WHEREAS, RiveRidge has agreed to continue to provide these services. 

NOW, THEREFORE, in consideration of the mutual promises and covenants contained 
herein, City and District agree as follows: 

1. SERVICES PROVIDED BY RIVERIDGE. RiveRidge agrees to generate and provide 
to the District the annual Special Assessment Report for FY 2019 in a form as previously 
provided by RiveRidge to the District. The completed Special Assessment Report will be 
provided to the District no later than July 1, 2019. 

2. REIMBURSEMENT BY DISTRICT. District shall reimburse RiveRidge for the 
creation of the Special Assessment Report in the amount of $10,708. The District shall reimburse 
RiveRidge within thirty (30) days of receipt of invoice or as specified by the invoice, whichever 
period is longer. 

3. TERM. This Agreement shall commence upon execution of this Agreement and shall 
continue until October 1, 2019. 

4. RELEASE OF LIABILITY. RiveRidge agrees to hold harmless District, its officers, 
agents, employees and/or representatives from any and all liability, damages and/or claims which 
may be brought against District, its officers, agents, employees and/or representatives arising out 
of any claim, intentional act, negligence, and/or omission by City, its officers, agents, employees 
and/or representatives. 

5. TERMINATION. This Agreement may be terminated upon mutual agreement of the 
Parties.
6. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and is the complete and exclusive agreement between the Parties. This Agreement shall not be amended and/or altered except by mutual written consent, executed by both District and Developer.

7. NOTICE. All notices under this Agreement shall be in writing and delivered to:

Harris Ranch Community Infrastructure District No. 1 RiveRidge Engineering Co.
Attn: District Manager Attn: David G. Powell
PO Box 500 2447 S. Vista Avenue
Boise, ID, 83701 Boise, ID, 83705

8. CHOICE OF LAW. This Agreement shall be governed in all respects by the laws of the State of Idaho.

9. SEVERABILITY. This Agreement and any Addenda make up the entire agreement between the Parties. In the event any part of this Agreement is invalidated by reason of law or government regulation or any part is deemed waived by City, the remaining provisions of this Agreement shall remain in full force and effect.

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1

APPROVED BY:

________________________________________  ____________________________
District President                 Date

ATTEST:

________________________________________  ____________________________
District Clerk                    Date
RiveRidge Engineering Co.

APPROVED BY: 

David G. Powell, David G. Powell

STATE OF IDAHO ) ) ss.
County of Ada )

On this 12th day of April, 2019, before me, a Notary Public in and for said state, personally appeared David G. Powell, known to me to be the person of Boise City, Idaho, who executed the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Idaho
Residing at: Ada County, Idaho
My commission expires:

KENT D. ADAMSON
Notary Public
STATE OF IDAHO
TO: Board of Directors
FROM: Jennifer Jenkins, Treasury
NUMBER: HRCID-6-2019
DATE: April 17, 2019
SUBJECT: Professional Services Agreement with Public Financial Management, Inc,

BACKGROUND:

The District desires to obtain the services of a financial advisor to develop and assist in implementing District’s strategies to meet its current and long-term financial obligations, capital financing needs and render assistance in respect to debt transactions.
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, ADA COUNTY, IDAHO), APPROVING A PROFESSIONAL SERVICES CONTRACT AGREEMENT TO RETAIN PUBLIC FINANCIAL MANAGEMENT, INC. TO PROVIDE FINANCIAL ADVICE AND SERVICES RELATED TO THE PREPARATION AND SALE OF GENERAL OBLIGATION DEBT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District is contemplating issuing additional general obligation debt; and

WHEREAS, Public Financial Management, Inc. Has furnished financial advice and services in connection with the preparation a multi-year financial strategy along with the execution of financial transactions in support of that plan for the District; and

WHEREAS, in the event that general obligation debt is not issued, Barber Valley Development, Inc. will pay any accrued fees under this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, IDAHO), ADA COUNTY, IDAHO, AS FOLLOWS:

Section 1. That the Board of Directors of the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Ada County, Idaho), does hereby approve the acceptance of the Professional Services Contract Agreement, attached hereto as Exhibit A.

Section 2. That the President of the Board of Directors and District Clerk be, and hereby are, authorized to respectively execute and attest said Agreement for and on behalf of the Harris Ranch Community Infrastructure District No. 1.

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

ADOPTED by the Board of Directors of the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Ada County, Idaho), this April 23, 2019.

APPROVED by the Chairman of the Board of the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Ada County Idaho), this April 23, 2019.

HARRIS RANCH COMMUNITY
INFRASTRUCTURE DISTRICT NO. 1  
(CITY OF BOISE, IDAHO)  
Ada County, Idaho

ATTEST:

Lynda Lowry, District Clerk

By:  _______________________________
Elaine Clegg, Vice Chair, Board of Directors