

COLLIERS INTERNATIONAL
NATIONAL DEVELOPMENT COUNCIL
DAKOTA ENTERPRISES, INC.
CSHOA



Expo Idaho Renovation or Replacement Project

Presented to:
Ada County Commissioners and Expo Board

Presented by:
George Iliff
Managing Principal, Colliers International



DAKOTA ENTERPRISES, INC.



March, 2009

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EXECUTIVE SUMMARY

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EXECUTIVE SUMMARY

On July 12, 2007, Colliers International was awarded Ada County contract #2222 to analyze the Expo Idaho property in order to make recommendations as to the renovation or relocation of the Fair and Expo facilities. Colliers subcontracted with the architectural and engineering firm CSHQA, the fairgrounds consulting firm Dakota Enterprises, the public finance firm NDC, and a public/private partnership consultant William A. Angle. Included in this report is a copy of the County's RFO 07-03, our proposal to Ada County and the contract between Colliers and the County (in the Appendix), our schedule of work, summaries of interviews of all of the Fairgrounds and Idaho Expo's users, constituents, and competitors, data collected in our analysis, various slides of potential site plans and financial analyses, a proposed alternative site, and our final recommendation. Our challenge was to determine the current condition of the property in terms of its physical status and its usage. Another was to conduct a financial feasibility analysis to determine Ada County's ability to structure and obtain funds for renovation or replacement. Finally, we were to recommend which alternatives to pursue based upon the research conducted.

Over the fifteen month study period, our team completed a physical, financial and legal analysis of the Fairgrounds and Idaho Expo. We read and abstracted all of the leases encumbering the property. The current capacities and future needs of the utility infrastructure were analyzed. Interviews with ACHD were conducted to determine their future plans for the adjacent roadways and location of ingress/egress points. Meetings were held with the tenants of the property to determine their current issues with Expo Idaho's operations and facilities. Meetings were held with other similar or competing venues, including Quest Arena, the Idaho Center and the Canyon County Fair. Each of the Expo Board members were interviewed as well. Physical inspection of the property's current condition was made to determine the status of deferred maintenance.

Based on the above investigation, planning sessions were held to explore alternative uses of the existing site and the costs to correct deferred maintenance, to maintain and improve most of the existing uses on the current property, to analyze its future development and to determine the cost of acquisition of a new site and to develop it into a new Fairgrounds only or a combination Fairgrounds/Exposition facility. Interactive work sessions were held with the executive committee of the Expo Board and presentations of the conclusions were made to the full Expo Board at each step in the process.

Our findings were that the existing site, if it is to remain in its present configuration, is in serious need of new investment of approximately \$5,100,000 to correct deferred maintenance and upgrades to maintain current income levels. The Expo buildings themselves, while not in complete disrepair, are very quickly heading for 'warehouse chic'. The insulation on the ceiling is coming down in some places, the doors are difficult to operate—they open when a door elsewhere is opened, stick, or don't lock properly. The sound system has one central speaker, rather than several distributed speakers which results in a general inability to communicate through that system. The lighting in these buildings also needs updating. Many improvements (exterior signage, patron access and ticketing, audio/visual capability, full catering capability) are necessary for Expo Idaho to maintain its competitive position. Our interviews of the Expo's constituents and competitors showed that there is potential demand for an expanded events center that would include an upgraded catering capability. This expansion could be as large as an additional 60,000 square feet of event space and would attract a higher level of user and activity.

EXECUTIVE SUMMARY

The condition of the Racetrack and its components is in the most disrepair. Further, the current lease calls for annual rental payments of \$200,000 and it should be noted that the operators are losing money at that level. Its paddocks are nearly unusable and cannot be improved as they are located in a floodway zone while its grandstands are also in need of a major upgrade. In our interviews with Capitol Racing, Stephen Bieri, the owner, indicated that in order to make his operation profitable the length of the track should be at least eight furlongs (it is presently six furlongs), the grandstands would need to be improved and the paddocks would need to be rebuilt closer to the track. Our analysis shows that a reconfigured track could only expand to seven furlongs (each furlong is one eighth of a mile) and that the cost to complete the work envisioned would be approximately \$24,800,000 and would necessitate the elimination of other revenue producing functions. Considering the economics of the costs of the improvements and the limited revenue potential, it was our recommendation that a racetrack not be a part of the future of the property. (Since the completion of our work, Capitol Racing has terminated its lease with Ada County and there is presently no new operator identified).

The RV Park, consisting of approximately fourteen acres and located on the Boise River (in the floodplain), is also in poor condition and, if it is to remain, is in need of a major upgrade. It was recommended that if a RV Park use is still desired, a new park should be constructed elsewhere on the site.

The Boise Hawks baseball owners and general manager were interviewed on several occasions. While they are happy with the location, they are dissatisfied with the seating capacity and ability to use the stadium for other activities that would make them profitable. They would like to make improvements to the existing facility, which is feasible (our team member CSHQA was the architect on the project originally) and would like to have the parking lots arranged so that they could charge for parking on game day and at other uses of the stadium. Further, they continue to have discussions with other municipalities about the relocation of the stadium to accomplish their goals, one of which is to improve the level of play to AA or AAA in the future. While the Hawks' goal of additional uses of their facility and the activities of Idaho Expo can be seen as competitive, we feel that new mutually beneficial deal could be struck and that every reasonable effort should be made to keep them in as a part of the property. It remains to be seen that they will eventually will break their lease but the fact is that losing them to another location would seriously depreciate the entertainment value of the overall property.

If all of the existing uses are to remain, with no change to the property, we feel that the minimum investment that needs to be made to the existing facilities is \$5,100,000. This sum includes \$3.8 million for the Fair and Expo facilities (this does not include parking lot reconditioning), \$.6 million for the Hawks, and \$.7 million for the racetrack grandstands. We do not believe that this is a viable option as no new revenue would be created in this scenario.

Given the above assumptions, our planning sessions led us to look at three options for the Property: Status Quo, Hybrid, and Clean Slate. After analyzing the existing facility and determining the costs to correct the deferred maintenance (the original Status Quo), we developed the Hybrid model which would have relocated Lady Bird Park, eliminated the RV Park, expanded the Racetrack, upgraded and increased the size of Idaho Expo, and created 42 acres of private development ground at a cost of \$56 million. This initial Hybrid plan was discarded as the cost/benefit did not work, especially in light of the Racetrack issue discussed above. The third plan, Clean Slate, contemplated a complete relocation of all

EXECUTIVE SUMMARY

of the uses on the property except the Hawks Stadium and Lady Bird Park, which was to be relocated to the Boise River floodway and floodplain area. The cost for this initial view of Clean Slate was \$40.1 million (primarily infrastructure upgrades and new construction).

After multiple presentations of these scenarios to and with input from the executive committee, we revised the three plans. All three concluded that the Racetrack should be eliminated due to the lack of its financial feasibility and the amount of land it uses. They also included the relocation of Lady Bird Park to the Greenbelt. The Status Quo changed to become the plan which included all of the existing uses (less the Racetrack) with upgraded Expo facilities and the relocation of the RV Park and the Fair functions of the Food Court and Midway to the northeast portion of the Property. This plan created approximately 94 acres of developable mixed-use land that could be sold to create funds to pay for the work contemplated.

The Hybrid plan saw the most revisions during the study period. Four different scenarios were developed, several of which contemplated the relocation of the Fairgrounds to another location and the elimination of the RV Park. One of these included an expanded Racetrack with the Fairgrounds remaining in its present position and no expansion of the Expo (Hybrid A – A1.2). Another (Hybrid B – A1.2B) kept the Fairgrounds in place and upgraded the Expo, leaving 116 acres for sale to private development. The final Hybrid (A1.2) was modified, contemplating the upgrade only of the existing Expo facilities and relocating the Fairgrounds and was our recommended approach.

The Clean Slate plans (A1.3 and A1.4) contemplated relocating both the Expo and the Fairgrounds, thus selling the entire 240 acres for private development and using the proceeds to build a new Expo and Fairgrounds on an alternate site. Financial feasibility models were built for each of these scenarios and are found after each of the plans. The prospect of relocation of Fairgrounds and Expo or Fairgrounds alone led us to a search for potential sites.

Our architectural partner, CSHQA, determined that 120 acres was the size to fulfill both requirements. At the time of our initial search, the land market was in its final phase of growth and finding a representative parcel with location, size, and pricing that would work was a challenge. During this time many potential sites were reviewed and several likely candidates were submitted. In order to complete the analysis without the ability to further refine the search, we agreed that we would look at two possible generic land values, one at the higher end of value (\$60,000 per acre) and another at the lower (\$15,000 per acre).

One thing became clear through our financial modeling: that the cost to build the necessary infrastructure on the existing site for new development plus improvements to the existing facilities and the acquisition of a new site with improvements (Fairgrounds and Expo) would be significantly more than what is the current value of the land to be sold could generate.

Toward the end of our analysis, we found a site that we believed had strong potential for Fairgrounds relocation that potentially could be acquired at no initial cost to the County. This land is located between Cole Road and Maple Grove Road and is contiguous to the New York Canal on the south and the Boise Unified School District property to the north. It is known as the Murgurtio land and is presently owned by the City of Boise. It is slated for development as a park but must first be annexed

EXECUTIVE SUMMARY

into the City. Preliminary discussions were held with the mayor and parks department officials of Boise and there was some interest by them in pursuing the City contributing the land to the County with the idea that it could be used as a county park as well as the Fairground for two weeks per year. A tour of the Murgurtio land was conducted with county commissioners and others to view its suitability. Several concerns were voiced by the commissioners including the existing roadways' capacity to handle Fairgrounds traffic, neighborhood issues with traffic and noise, and the complexities of an acquisition of property from one government entity to another. A final analysis (New Fairgrounds Options 1 & 2) was completed using this land and a comparable site on Kuna Mora Road at an acquisition cost of \$10,000 per acre.

With the charge to complete this work and deliver alternatives to pursue (the "fork in the road"), our final analysis and recommendation was based on the ability, at the then current market values, to sell a portion or all of the existing Expo Idaho land at a price that would enable the work to be done contemplated by each of the scenarios. The Clean Slate and Status Quo plans did not allow for the County to be revenue neutral or accomplish what was called for on the plans without having to raise additional funds to complete them. It was our recommendation that the Hybrid model (A1.2a), which retained an upgraded Expo and relocation of the traditional Fairgrounds to the Murgurtio site, would allow for the land to be sold at current market value, and provide the best value to Ada County taxpayers. Please see the Recommended Site and Feasibility Analysis section of this report.

A final presentation of our recommendations was made to the Expo Board and County Commissioners in October, 2008. After deliberation, the Expo Board, due to changes in real estate market values and the political and neighborhood complexities associated with the Murgurtio site, recommended to the Commissioners that Lady Bird Park be relocated to the Greenbelt as a first step in redeveloping the existing site. This will involve further analysis of the costs and consequences to the Property and coordination with the various agencies involved.

We appreciate this opportunity to work with Ada County and Expo Idaho and look forward to assisting with plans to modify the Expo Idaho lands to better suit the needs and desires of its users.

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SUMMARY OF SERVICES

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CONTRACT



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AGREEMENT NO. 7947

**CONTRACT
FOR PROFESSIONAL CONSULTING
SERVICES BETWEEN ADA COUNTY
AND
COLLIERS PARAGON, LLC**

**CONSULTING SERVICES
EXPO IDAHO RENOVATION OR
REPLACEMENT PROJECT**

**PROFESSIONAL SERVICE FEES
EXCEEDING \$25,000.00**

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AGREEMENT NO. _____

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN OWNER AND COLLIERS PARAGON, LLC**

THIS CONTRACT FOR PROFESSIONAL SERVICES BETWEEN OWNER AND CONSULTANT (the "Contract") is made and entered into by Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, (the "Owner") and **COLLIERS PARAGON, LLC**, an Idaho limited liability company, (the "Consultant").

The professional services required by this Contract are to be rendered for a consulting services project identified as Expo Idaho Renovation or Replacement Project (the "Project").

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Consultant agree:

ARTICLE I.

REPRESENTATIONS AND WARRANTIES

By executing this Contract, the Consultant makes the following express representations and warranties to the Owner:

A. The Consultant will be professionally qualified to act in whatever capacity required for the Project and licensed to practice in that capacity by all public entities having jurisdiction over the Consultant and the Project;

B. The Consultant shall maintain all necessary licenses, permits, or other authorizations necessary to act as Consultant for the Project until the Consultant's duties hereunder have been fully satisfied;

C. The Consultant has become familiar with and examined the Project site, facilities, existing structures, and the local conditions under which the Project is to be designed, constructed, and operated;

D. The Consultant shall prepare all documents and items required by this Contract including, but not limited to, designs, advice, reports, needs assessments, and all

contract plans and specifications. Such documents and items shall be accurate, coordinated, sufficient to accomplish the purposes of the Project, and shall be in conformity and comply with all applicable laws, codes, and regulations

E. The Consultant assumes full responsibility to the Owner for the improper acts and/or omissions (excluding intentional acts) of its consultants or others employed or retained by the Consultant in connection with the Project, but not for acts and omissions expressly directed by the Owner; and

F. Consultant shall promptly notify Owner of any material changes in Consultant's duties for the Project.

ARTICLE II.

PART ONE SERVICES:

EXAMINATION, CONSULTATION, REPORT, AND RECOMMENDATION

Owner shall name a Liaison for the Project. Owner's Liaison shall be an Executive Committee composed of at least one of each of the following groups: Ada County Commissioners, Western Idaho Fair Board, Expo Idaho Staff, and Ada County Prosecuting Attorneys Staff. Prior to the preparation of a recommendation resulting from the Part One Services as outlined below, the Consultant shall first consult in detail with the Owner and shall carefully examine any information provided by the Owner concerning the Owner's purposes, concepts, desires, existing facilities, and requirements (the "Owner's Criteria"). Consultant shall diligently complete the Part one Services outlined in this Article II. Following completion of tasks A through J, and in conjunction with task K, the Consultant shall prepare and submit to the Owner a written report detailing the Consultant's understanding of the Owner's Criteria and identifying any design, scheduling, budgetary, operational, or other issues, problems or recommendations which may result from the Owner's Criteria. The written report of the Consultant shall also include proposed solutions, where appropriate, addressing each of such identified issues or problems.

Owner shall review the report with the Consultant in a timely manner.

The following is an outline of the general tasks involved to accomplish Part One - Services:

- A. Asset Analysis (operation, materials and use)
 - August 18 -- Fair Visit

- Fair & Expo Idaho
- Other Asset Analysis (non-fair)
 - Race Track
 - Trade Shows
 - Baseball Stadium
 - Playing Fields/Park
 - RV Park
 - River Frontage
 - County Extension Building
 - EMT
 - North Ada Fire
- Lease Obligations
- Land
 - Deed/Title
 - Accretion
 - Existing Land Use Limitation
 - Legal/Use Restriction Analysis
 - Infrastructure (on-site off-site)
 - Transportation

B. Identify Stakeholders

- Ada County Commissioners
- Expo Idaho
- Other Providers
- Users of facilities
- Garden City
- Fair Board Members
- Neighborhoods
- County Citizens
- Capitol Racing
- Boise Hawks Team and Fans
- Others

C. Identify Potential Partners/Competitors

- Canyon County Fair
- Idaho Center
- Boise Convention Center
- Qwest Arena
- Taco Bell Arena

- Bronco Stadium
 - State of Idaho
 - Private Facilities
 - Meridian Speedway
 - Nampa Event Center
 - Firebird Raceway
 - Others
- D. Work Session with Executive Committee
- Incorporate Feedback
- E. Current Operation Component Options (Adjacency/Linkage Analysis)
- Interview Stakeholders/Partners on Options
 - Stay with Fair?
 - Become Independently Operated?
 - Partner with Other Entities?
 - Interview Potential Partners/Competitors
 - Review and Evaluate Findings
 - Analyze Industry Trends
 - Summarize Linkages/Programs
- F. What Will it Take to Make the Fairgrounds Economically Viable?
- Public Assembly Program Opportunities
 - Events/Activities
 - Synergy of Uses
 - Facility Requirements
 - Flexible up-to-date Structures
 - Multi-Purpose Structures
 - Projected Costs
 - Capital Improvement Program
 - Site Requirements
- G. Work Session with Executive Committee
- Incorporate Feedback
- H. Presentation to Fair Board and County Commissioners
- Incorporate Feedback
- I. Real Estate Alternatives Analysis/Maximum Value
- Redevelop Fairgrounds on Existing Site with the new operations

- Site Planning
 - Highest and Best Use of Surplus Land
 - Cost Projections
 - Relocate Fairgrounds and Redevelop Existing Site
 - Identify New Site(s)
 - Site Planning
 - Highest and Best Use Analysis of Existing Site
 - Cost Projections
 - Relocate Some Existing Facilities and Redevelop Existing Site
 - Identify New Site(s)
 - Site Planning
 - Highest and Best Use Analysis of Existing Site
 - Cost Projections
- J. Work Session with Executive Committee
- Incorporate Feedback
- K. Presentation to Fair Board and County Commissioners
- Incorporate Feedback
 - Make Recommendation
- L. Final Public Hearing

ARTICLE III.

PART THREE SERVICES

Consultant shall assist Owner in creating a business plan to allow Owner to implement the recommendation provided in the written report resulting from Part One Services and as such recommendation may be amended or adopted, in whole or in part, by the Board of Ada County Commissioners. Because it is not now practical to predict the scope of Part Two Services, Owner and Consultant shall negotiate a fee for Part Two Services when Part One Services have been completed to Owner's satisfaction.

Part Two Services may include, but are not limited to:

- A. Advise on deal structures, financing, and phasing strategies
- Create Matrix
 - Compare

- Develop Strategy that meets County Requirements
 - Produce Framework Master Plan
- B. Organize and Outline Procurement Process
- Vetting Commercial Real Estate Development Community
 - Clearly Define Competitive Parameters
 - Create an objective procurement and selection process for development companies
 - Select Developer(s) for project
- C. Advise and assist in direct negotiations with selected developer(s)

Any agreement as to the scope of Part Two Services shall be reduced to a mutually executed writing which shall become a supplement to this Agreement.

ARTICLE IV.

INDEMNITY

A. In the event the Owner is alleged to be liable in any manner, as a result of acts, omissions, or negligence of Consultant, the Consultant shall indemnify and hold the Owner harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the services of the Consultant. In the event the Owner is alleged to be liable on account of alleged acts, omissions, or negligence, or all three (3), of the Consultant, the Consultant shall defend such allegations through counsel chosen by the Owner and the Consultant shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses;

B. In the event the Consultant shall be liable in any manner, as a result of acts, omissions, or negligence of Owner, the Owner shall indemnify and hold the Consultant harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the actions of the Owner. In the event the Consultant is alleged to be liable on account of alleged acts, omissions, or negligence, or all three (3), of the Owner, the Owner shall defend such allegations through counsel chosen by the Consultant and the Owner shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses; and

C. In case of negligence or willful misconduct of both the Consultant and the Owner, or their employees or agents, all costs and fees, including but not limited to attorney

fees, expenses, court costs, expert witness fees and expenses, shall be apportioned between Consultant and Owner according to the relative degree of negligence or misconduct with the right of indemnity applying to such proportion.

ARTICLE V.

SCHEDULE

Time is of the essence in the performance of this Contract. Within ten (10) days of the execution hereof, the Consultant shall provide the Owner with a proposed schedule for performance by the Consultant hereunder. Such schedule, if approved by the Owner, shall constitute the schedule for performance of its duties hereunder by the Consultant.

ARTICLE VI.

PERSONNEL

The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Contract, the parties anticipate that the following named individuals will perform those functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
<u>George Iliff</u>	<u>Real Estate</u>
<u>William Angle</u>	<u>Government</u>
<u>John Finke</u>	<u>Financial</u>
<u>Jeff Shneider</u>	<u>Design</u>
<u>Ray Ward</u>	<u>Operational</u>

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names, subject to Owner's continued reasonable approval.

ARTICLE VII.

PAYMENTS

For its assumption and performance of the duties, obligations, and responsibilities set forth herein, the Consultant shall be paid as follows:

A. The Consultant shall be paid for Part One - Services required by this Contract the fixed fee of One Hundred Sixty Thousand and no/100 Dollars (\$160,000.00) allocated in the following manner:

- 1. Asset Identification / Analysis 10%
- 2. Operational Issues / Economic Viability..... 40%
- 3. Real Estate Alternatives 40%
- 4. Presentation / Reporting 10%

The fixed fee described herein includes all expenses except as specifically provided for in this Article VII. Consultant will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. These records will be available to Owner during Consultant's normal business hours for a period of one (1) year after Consultant's final invoice. During that year and thereafter, Consultant's records will be accessible in accordance with applicable law;

B. For the assumption and performance of Part Two Services and any duties, obligations, and responsibilities, other than those services contemplated by this Contract, provided same are first authorized in writing by the Owner, the Consultant shall be paid as follows:

On a negotiated fee basis to be determined at the point of understanding of the Part Two Services project scope.

C. Consultant shall be entitled to receive payment for the actual costs of out-of-town consultants reasonable travel expenses and for the printing of the final report to Owner.

D. If the Consultant's duties, obligations, and responsibilities are materially changed through no fault of the Consultant after execution of this Contract, and notice has been provided pursuant to Paragraph I.F above, compensation due to the Consultant shall be equitably adjusted, either upward or downward;

E. As a condition precedent for any payment due under this Article VII, the Consultant shall submit monthly, unless otherwise agreed in writing by the Owner, an invoice to the Owner requesting payment for services properly rendered and expenses due hereunder. The Consultant's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered, and the person(s) rendering such service. The Consultant's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the Owner may require. If payment is requested for services rendered by the Consultant pursuant to Paragraph VII.A hereinabove, the invoice shall additionally reflect the allocations as provided in said Paragraph and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Consultant, which signature shall constitute the Consultant's representation to the Owner that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all obligations of the Consultant covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Consultant that payment or any portion thereof should be withheld. Submission of the Consultant's invoice for final payment shall further constitute the Consultant's representation to the Owner that, upon receipt by the Owner of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, will be paid in full;

F. In the event that the Owner becomes credibly informed that any representations of the Consultant as set forth in Paragraph VII.E are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Consultant, to the value of the inaccuracy, until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction; and

G. The Owner shall make payment to the Consultant of all sums properly invoiced under the provisions of this Article VII within thirty (30) days of the Owner's receipt of such invoice. If such payment is not made within thirty (30) days, interest at the rate of .75% per month will be paid, computed on the outstanding balance.

ARTICLE VIII.

PROJECT RECORD AVAILABILITY AND RETENTION

A. All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Consultant or the Consultant's consultants, shall be made available to the Owner for inspection and copying upon written request of the Owner. Additionally, said records shall be made available, upon request by the Owner, to any state, federal, or other regulatory authorities and any such authority may review, inspect, and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the time expended by the Consultant and its personnel in performing the obligations of this Contract and the records of expenses incurred by the Consultant in its performance under said Contract. The Consultant shall maintain and protect these records for no less than six (6) years after substantial completion of the Project or for any longer period of time as may be required by applicable law.

B. All public records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Owner, shall be made available to the Consultant for inspection and copying upon written request of the Consultant.

ARTICLE IX.

DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE OWNER

The Owner shall have and perform the following duties, obligations, and responsibilities to the Consultant:

- A. The Owner shall provide the Consultant with the Owner's Criteria;
- B. The Owner shall review any documents provided by or through the Consultant requiring the Owner's decision and shall make any required decisions;
- C. The Owner shall, at its own expense, furnish a legal description and any necessary survey of the real property upon which the Project is situated;

D. In the event the Owner learns of any failure to comply with the Contract Documents by the Contractor, or of any errors, omissions, or inconsistencies in the work product of the Consultant, and in the further event that the Consultant does not have notice of same, the Owner shall inform the Consultant;

E. The Owner shall afford the Consultant access to the Project site and to the Work as may be reasonably necessary for the Consultant to properly perform its services;

F. The Owner shall perform its duties set forth in this Article in a timely manner; and

H. Except for documents requiring the Owner's decision as set forth in Paragraph IX.B above, the Owner's review of any documents prepared by the Consultant or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's Criteria, as, and if, modified. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability, or coordination of its work product.

ARTICLE X.

APPLICABLE LAW

The law applicable to this Contract is hereby agreed to be the law of the state where the Project is situated. Any controversy or claim arising out of or relating to this Contract, or breach thereof, must be first submitted to mediation by a mediator mutually acceptable to the parties and, if not resolved by mediation, may be finally determined by litigation. Any action shall be filed in Fourth District Court in Ada County, Idaho.

ARTICLE XI.

OWNERSHIP OF THE CONTRACT DOCUMENTS

The Contract Documents, including reports, data, and materials prepared pursuant to Article II and Article III, shall become and be the sole property of the Owner. The Consultant may maintain copies thereof for its records and for its future professional endeavors. The Owner and the Consultant agree that all architectural work prepared for the Project, including but not limited to, reports, tables, spreadsheets, data, compilations, drawings, plans and specifications, and other Contract Documents, is work made for hire, and all intellectual property rights in such work therefore vest in the Owner at the time of their completion. If for any reason such architectural work is not considered a work made

for hire under applicable law, in consideration for the promises and covenants contained in this Contract, the Consultant does hereby sell, assign, and transfer to Owner, its successors and assigns, at the time of completion, the entire right, title and interest in and to the copyright in the work and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

The Contract Documents are not intended by the Consultant for use on other projects by the Owner or others. Any reuse by the Owner or by third parties without the written approval of the Consultant shall be at the sole risk of the Owner and the Owner shall indemnify and save harmless the Consultant from any and all liability, costs, claims, damages, losses, and expenses including attorney fees arising out of, or resulting from, such reuse; provided, however, that this Contract to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the Contractor for use on this Project.

ARTICLE XII.

SUCCESSORS AND ASSIGNS

The Consultant shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns, and legal representatives to the other and to the successors, assigns, and legal representatives of such other party.

ARTICLE XIII.

NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

ARTICLE XIV.

INSURANCE

The Consultant shall have and maintain insurance at all times this Contract is in effect and for the stated periods after final completion of the Project in accordance with the requirements of Exhibit A attached hereto and incorporated herein by reference.

ARTICLE XV.

TERMINATION

A. Either party hereto may terminate this Contract upon giving seven (7) days written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein;

B. This Contract may be terminated by the Owner without cause upon seven (7) days written notice to the Consultant. In the event of such a termination without cause, the Owner shall pay the Consultant for all services rendered prior to the termination, plus any expenses incurred and unpaid which would otherwise be payable hereunder. In such event, the Consultant shall promptly submit to the Owner its invoice for final payment which invoice shall comply with the provisions of Article VII; and

C. Unless terminated, the term of this Contract shall be from the effective date hereof until final completion of all duties required herein.

ARTICLE XVI.

ENTIRE AGREEMENT

This Contract constitutes the entire and exclusive agreement between the parties with reference to the Project and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements.

ARTICLE XVII.

COUNTERPARTS

This Agreement may be executed in any number of counterparts and once so executed by all parties thereto, each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement.

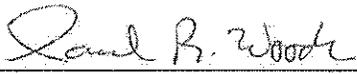
This Contract shall be effective on the date executed by the last party to execute it.

OWNER

Board of Ada County Commissioners

August 21, 2007
Date executed

By: 
Fred Tilman, Chairman

By: 
Paul R. Woods, Commissioner

By: 
Rick Yzaguirre, Commissioner

ATTEST:


J. David Nayarro, Ada County Clerk

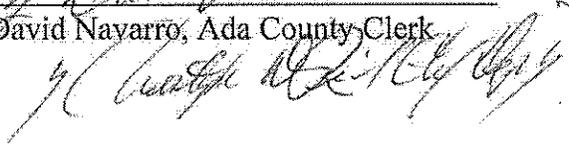


EXHIBIT A

INSURANCE & BONDING

A. **Consultant**, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best rating(s) of A VIII or better. All insurance companies must be authorized to do business in the state of Idaho. By requiring insurance herein, Ada County does not represent that coverage and limits are necessarily adequate to protect **Consultant**, and such coverage and limits shall not be deemed as a limitation on **Consultant's** liability under the indemnities granted to Ada County in this contract.

B. Certificates of Insurance evidencing the coverages required herein shall be provided to Ada County prior to the start date of the project. All certificates must be signed by an authorized representative of **Consultant's** Insurance carrier and must state that the issuing company, its agents, or representatives will provide Ada County thirty (30) days written notice prior to any policies being canceled. Renewal certificates must be provided to Ada County within thirty (30) days after the effective date of the renewal.

C. Certificates shall be mailed to:

Derek Voss, Director
Ada County Department of Administrative Services
200 W. Front Street, 3rd Floor
Boise, Idaho 83702-7300

D. Certificates must evidence the following minimum coverages:

1. **Workers' Compensation** insurance meeting the statutory requirements of the State of Idaho.

2. **Employers' Liability** insurance providing limits of liability in the following amounts:

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$500,000 policy limit
Bodily Injury by Disease:	\$100,000 each employee

3. **Commercial General Liability** insurance providing limits of liability in the following amounts, with aggregates applying separately on a "per project" basis:

General Aggregate:	\$1,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 50,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). Ada County and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL.

4. **Business Automobile Liability** insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this agreement.

E. Each of **Consultant’s** subcontractors, independent contractors, and suppliers shall procure and maintain equivalent insurance coverage as described in subparagraphs 1 through 4 above and certificates evidencing such coverage must be presented to the Ada County before the subcontractors, independent contractors, or suppliers are permitted on the site of the project. If the subcontractors, independent contractors, and suppliers do not have the required insurance, **Consultant’s** policies must provide equivalent coverage for the subcontractors, independent contractors, and suppliers and their work.

ACTION PLAN

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**ADA COUNTY EXPO CENTER
Boise, Idaho**

DRAFT 11/14/07

Action Taken By:		Milestone Dates		
George Iliff (GI) – Collier’s International		November 13, 2007—Work Session		
Jeff Shneider (JS) – CSHQA Rick Sinard (RS) – CSHQA Sara Ferrell (SF) – CSHQA		February 11, 2008—Work Session		
Ray Ward (RW) – Dakota Enterprises		February 25, 2008—Presentation (to Fair Board and Commissioners)		
William K. Angle (WA) – Public/Private Development Solutions		April 8, 2008—Work Session		
John Finke (JF) – National Development Council		May 6, 2008—Presentation		
		May 26, 2008—Final Public Hearing		
% Project Complete	Item	Action	Milestone	Closed
ASSET ANALYSIS				
	Fair Visit	ALL	8/18/07	X
	Identify Non-Fair Assets	GI	11/13/07	
	Lease Obligations	GI	11/13/07	X
	Land: Deed/Title • Accretion Existing Land Use Limitation Legal/Use Restriction Analysis Infrastructure (on-site & off-site) Transportation	GI & Ted Argyle	11/13/07	X
	Obtain Recent Survey	JS		X
IDENTIFY & INTERVIEW STAKEHOLDERS				
	Ada County Commissioners	GI, JS, RW	11/13/07	X
	Expo Idaho	RW/SF		X
	Other Providers			
	Users of Facilities	RW/SF		X
	Garden City	GI, JS, RW	11/13/07	X
	Fair Board Members	RW/SF		X
	Neighborhoods	RW/SF		X
	Capitol Racing	GI, JS, RW	11/14/07	X
	Boise Hawks Team and Fans	RW/SF	11/13/07	X
	Boise Hawks Owners	GI/JS		X
	Others			
IDENTIFY POTENTIAL PARTNERS/COMPETITORS				
	Canyon County Fair	GI/JS	11/13/07	X
	Idaho Center	RW		X
	Boise Convention Center	RW		X
	Qwest Arena	RW		X
	Taco Bell Arena	RW		X
	Bronco Stadium	RW		X
	State of Idaho			
	Private Facilities			

% Project Complete	Item	Action	Milestone	Closed
	Meridian Speedway/Redevelopment Committee	JS/RW/ SF		X
	Nampa Civic Center	RW/SF		X
	Firebird Raceway	JS/RW		X
CURRENT OPERATION COMPONENT OPTIONS (ADJACENCY/LINKAGE ANALYSIS)				
November 13 th Asset Analysis & Identification Phase Complete <i>Project 10% Complete</i>	Interview Stakeholders/Partners on Options <ul style="list-style-type: none"> Stay with Fair Become Independently Operated Partner with other entities 	RW/SF	11/13/07	X
	Interview Potential Partners/Competitors	RW/SF		X
	Compile Report for meeting with Executive Committee	All	11/13/07	X
NOVEMBER 13th—WORK SESSION WITH EXECUTIVE COMMITTEE				
	Incorporate Feedback	All	2/11/2008	X
	Review and Evaluate Findings <ul style="list-style-type: none"> Analyze Industry Trends Summarize Linkages/Programs 	RW?		X
WHAT WILL IT TAKE TO MAKE EXPO IDAHO ECONOMICALLY VIABLE?				
February 11 th Operations Components/Economic Viability Phase Complete <i>Project 50% Complete</i>	Public Assembly Program Opportunities <ul style="list-style-type: none"> Events/Activities Synergy of Uses 		2/11/2008	X
	Facility Requirements <ul style="list-style-type: none"> Flexible up-to-date Structures Multi-Purpose Structures Projected Costs Capitol Improvement Program 			X
	Site Requirements	CSHQA		X
FEBRUARY 11TH—WORK SESSION WITH EXECUTIVE COMMITTEE				
	Incorporate Feedback	All	2/25/2008	X
FEBRUARY 25TH—PRESENTATION TO FAIR BOARD AND COUNTY COMMISSIONERS				
	Incorporate Feedback			X
REAL ESTATE ALTERNATIVE ANALYSIS/MAXIMUM VALUE				
April 8 th Real Estate Alternative Phase Complete: <i>Project 90% Complete</i>	Redevelop Fairgrounds on existing site with new operations		4/8/2008	
	<ul style="list-style-type: none"> Site Planning 			X
	<ul style="list-style-type: none"> Highest and best use of surplus land 			X
	<ul style="list-style-type: none"> Cost projections 			X
	Relocate Fairgrounds and Redevelop Existing Site			
	<ul style="list-style-type: none"> Identify New Site(s) 			X
	<ul style="list-style-type: none"> Site Planning 			X
	<ul style="list-style-type: none"> Highest and Best Use Analysis of Existing Site 			X
	<ul style="list-style-type: none"> Cost Projections 			X
	Relocate Some Existing Facilities and Redevelop Existing Site			
	<ul style="list-style-type: none"> Identify New Site(s) 			X
	<ul style="list-style-type: none"> Site Planning 			X
	<ul style="list-style-type: none"> Highest and Best Use Analysis of Existing Site 			X
<ul style="list-style-type: none"> Cost Projections 		X		
APRIL 8TH—WORK SESSION WITH EXECUTIVE COMMITTEE				
	Incorporate Feedback		5/6/2008	X

% Project Complete	Item	Action	Milestone	Closed
--------------------	------	--------	-----------	--------

MAY 6 TH —PRESENTATION TO FAIR BOARD AND COUNTY COMMISIONERS				
May 26th Presentation: <i>Project Complete</i>	Incorporate Feedback			X
	Make Recommendations		5/20/2008	X
MAY 26 TH —FINAL PUBLIC HEARING				



CURRENT SITE

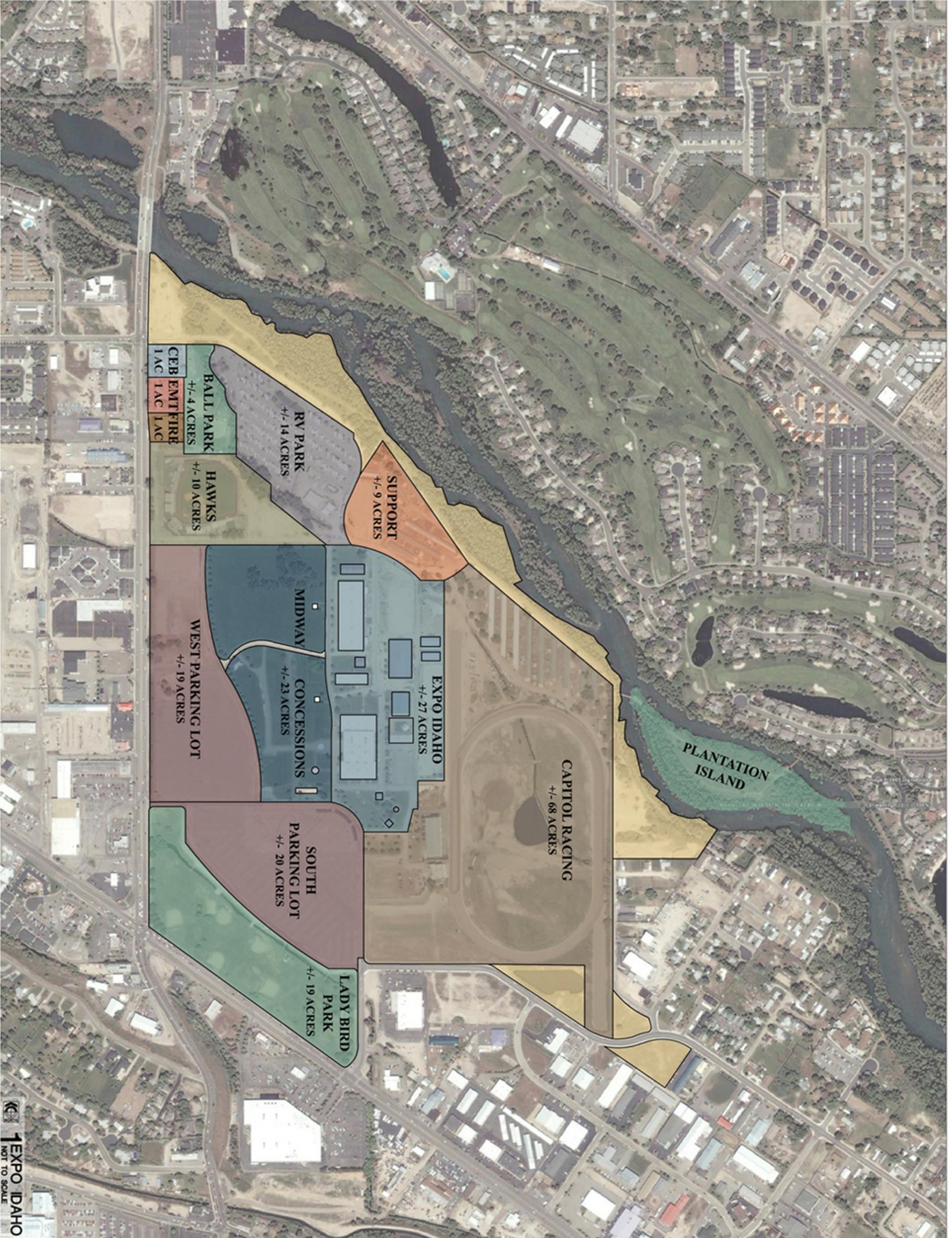
SITE ANALYSIS

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EXPO IDAHO
NOT TO SCALE

<p>PROJECT #2741 DRAWN BY: [blank] DATE: 11/14/17</p>	<p>DATE: 11/14/17 CHECKED BY: [blank]</p>	<p>PROJECT: EXPO IDAHO 5610 GLENWOOD BOISE, IDAHO</p>	<p>COLLIERS INTERNATIONAL</p>	<p>CSHQQA</p>	<p>C.W. MOORE PLAZA 250 S. 5TH ST. BOISE, IDAHO PHONE: 208-343-4635 FAX: 208-343-1858</p>	<p>PRELIMINARY NOT FOR CONSTRUCTION</p>

11/14/17
A1.1

EXISTING
SITE
USAGE

EXECUTIVE
WORK SESSION
2

EXPO IDAHO
5610 GLENWOOD
BOISE, IDAHO

COLLIERS
INTERNATIONAL

CSHQQA

C.W. MOORE PLAZA
250 S. 5TH ST.
BOISE, IDAHO 83702
(208) 343-4635 • FAX (208) 343-1858
<http://www.cshqqa.com>

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EXPO IDAHO
5610 GLENWOOD
BOISE, IDAHO

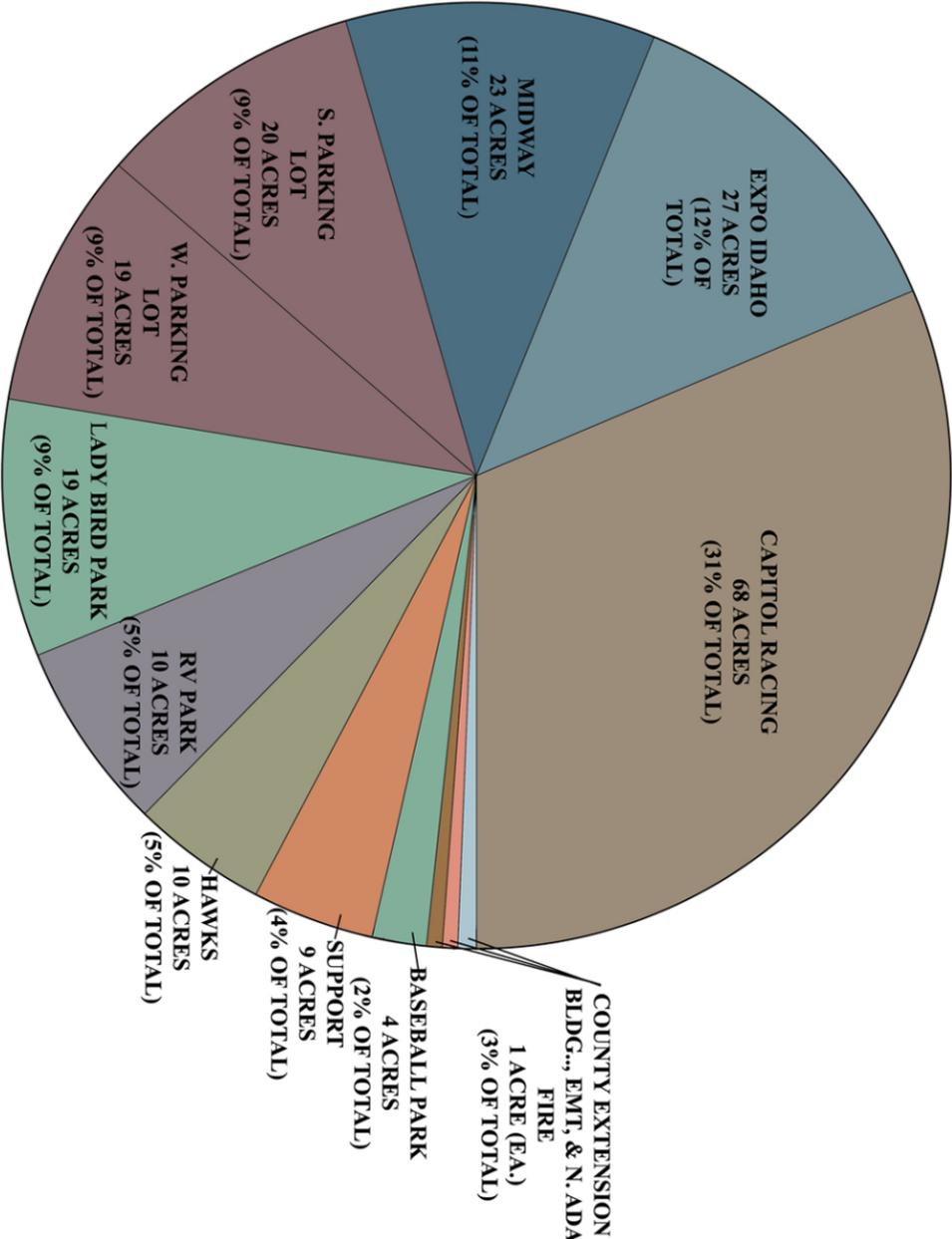
**EXECUTIVE
WORK SESSION
2**

PROJECT 07241	DATE 11-12-07
DRAWN SMF	CHECKED RS

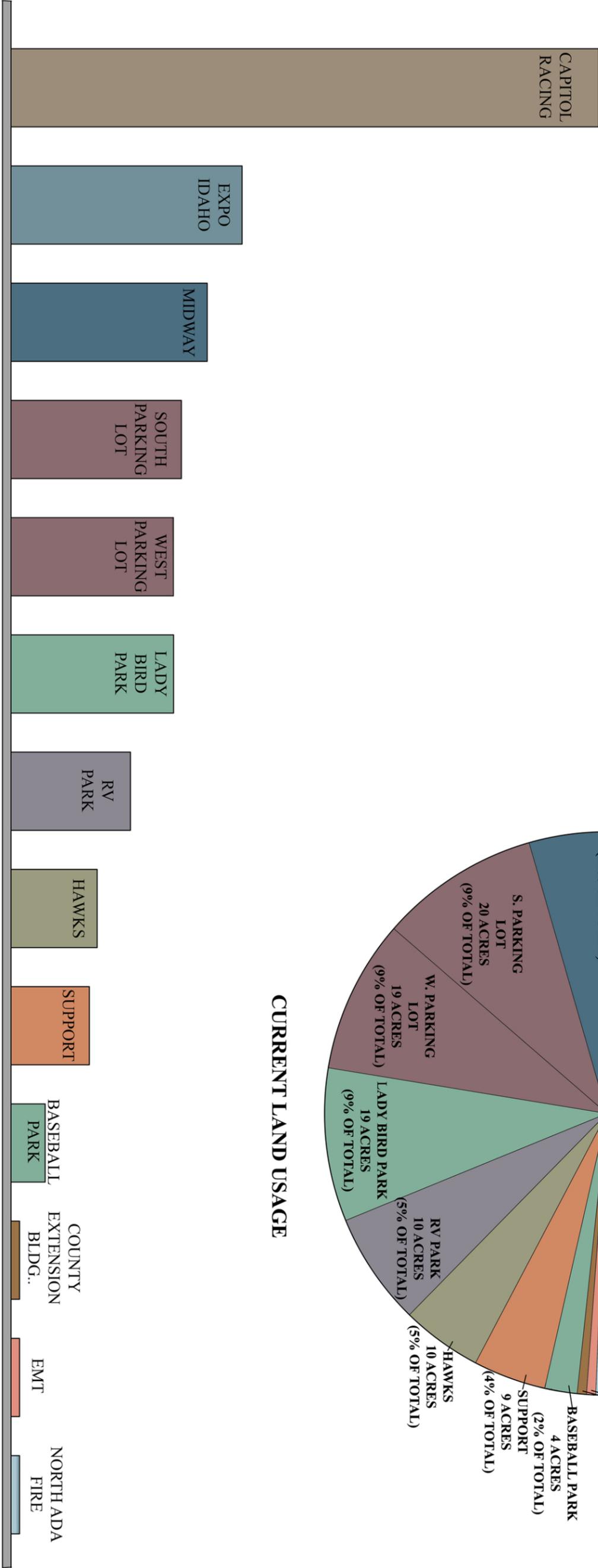
SHEET TITLE
**LAND
USAGE**

SHEET

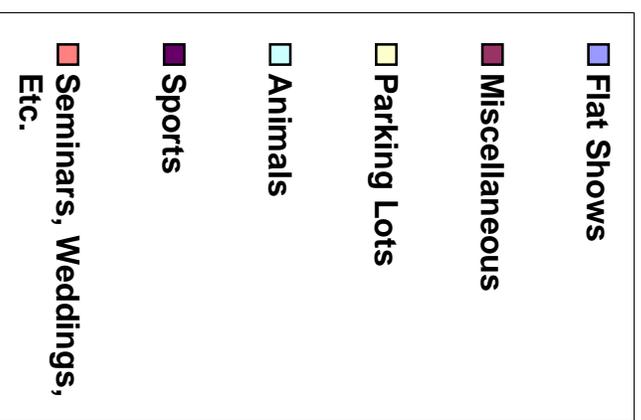
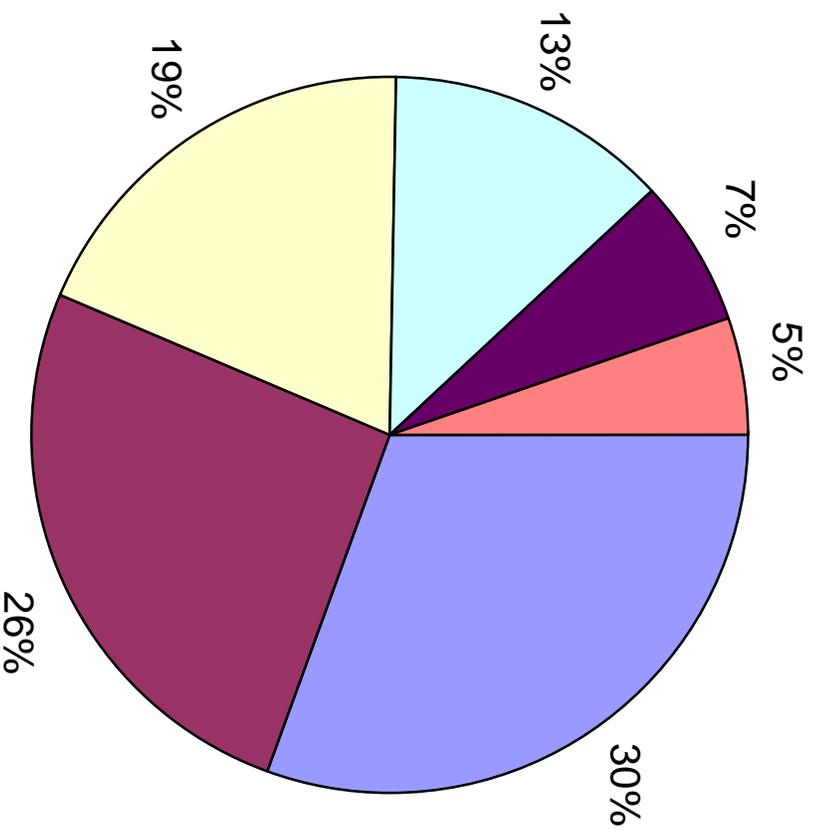
A1.2

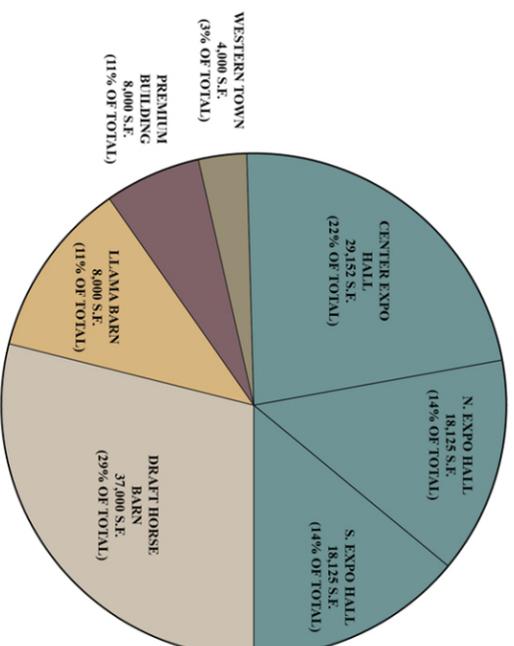


CURRENT LAND USAGE

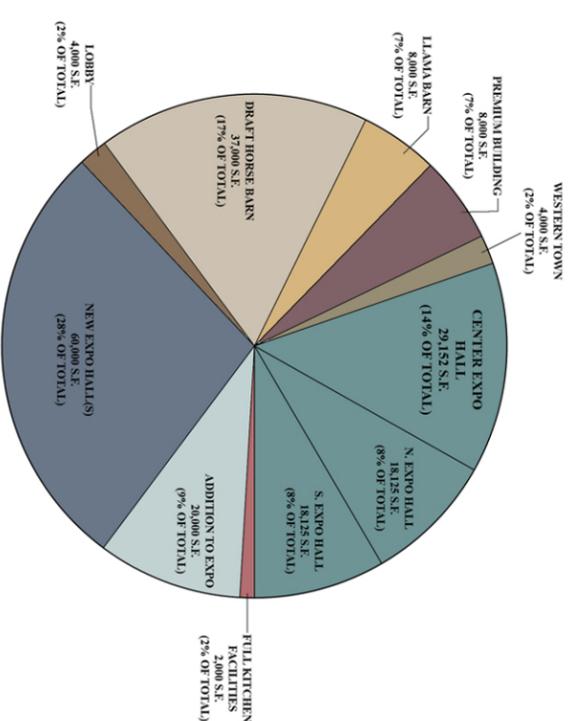


Current Activities

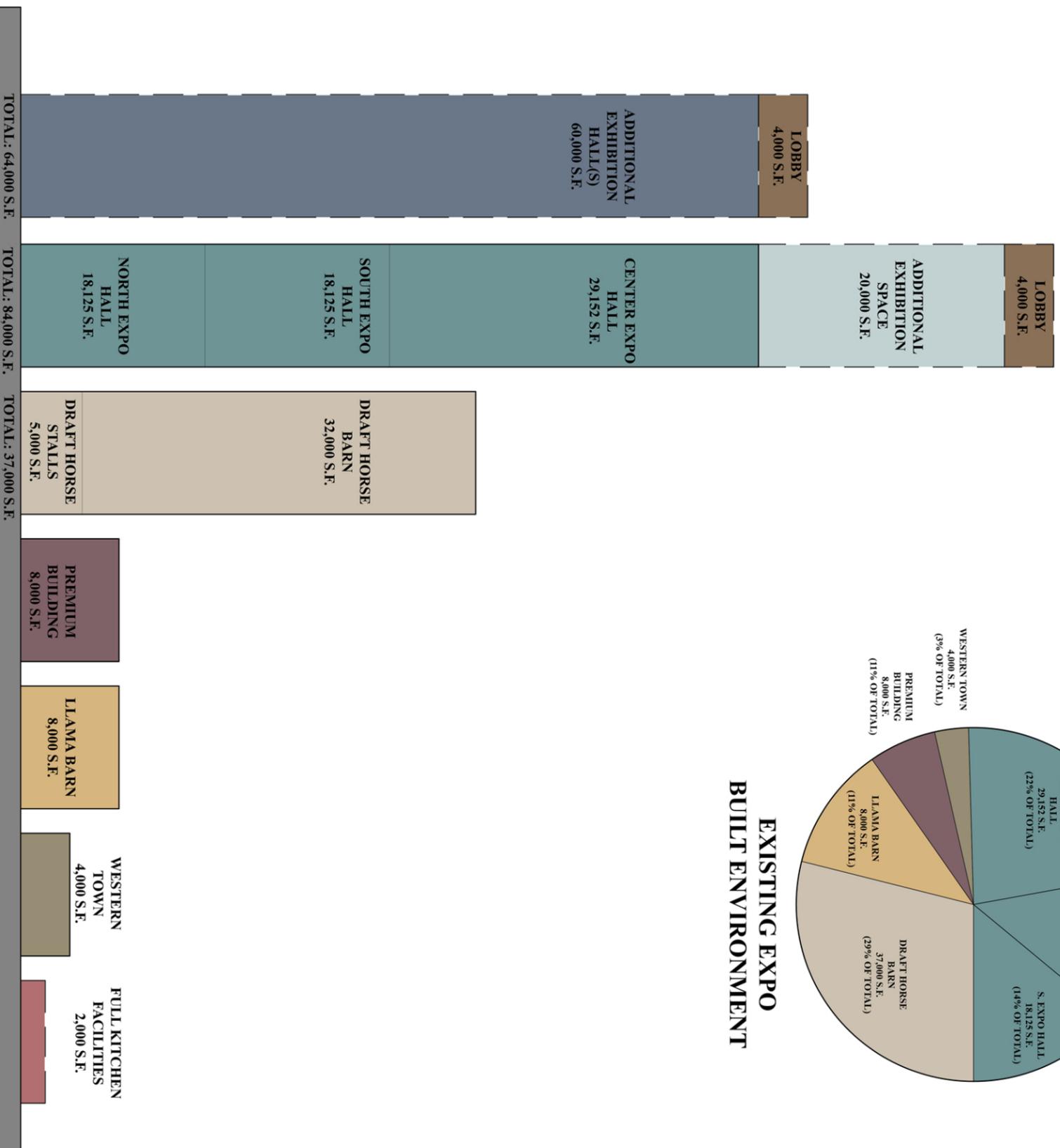




**EXISTING EXPO
BUILT ENVIRONMENT**



**EXPO BUILT ENVIRONMENT
AS PROPOSED BY USERS**



*LEASED LAND/BUILDINGS ARE NOT SHOWN OR INCLUDED IN TOTALS.

**PRELIMINARY
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CONSTRUCTION**

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250 S. 5TH ST
BOISE, IDAHO
PHONE: 208-343-4635 FAX: 208-343-1858

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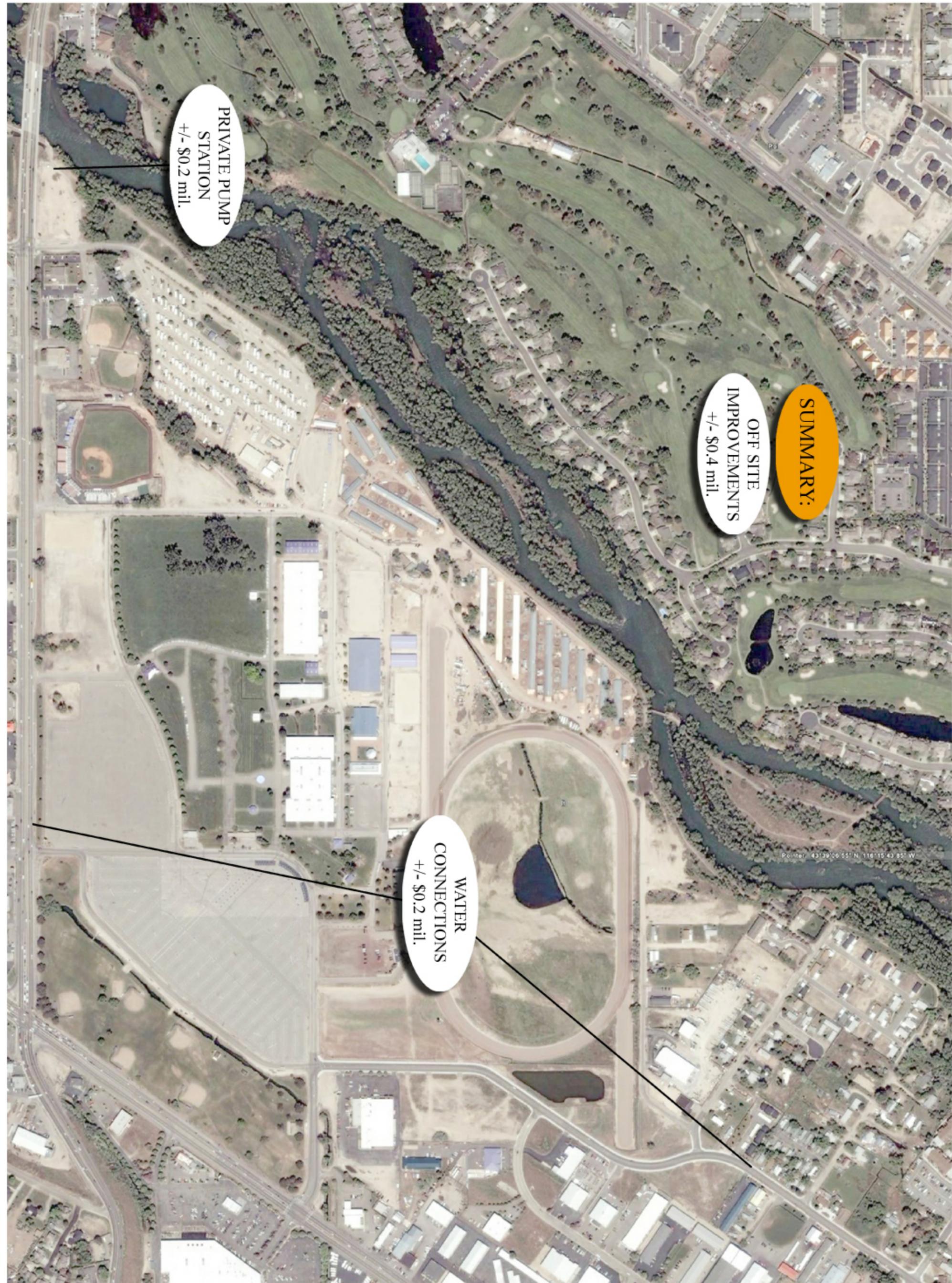
EXPO IDAHO
5610 GLENWOOD
BOISE, IDAHO

**EXECUTIVE
WORK SESSION
2**

PROJECT	DATE
072H	11-12-07
DRAWN	CHECKED
SMF	RS

SHEET TITLE
**EXPO BUILT
ENVIRONMENT**

A1.3



PRIVATE PUMP
STATION
+/- \$0.2 mil.

OFF SITE
IMPROVEMENTS
+/- \$0.4 mil.

SUMMARY:

WATER
CONNECTIONS
+/- \$0.2 mil.

Pointer: 43°39'06.55" N, 116°15'43.85" W

SHEET TITLE OFF SITE UTILITIES A1.0	PROJECT 07341	DATE 4/07/08	EXPO IDAHO 5610 GLENWOOD BOISE, IDAHO			C.W. MOORE PLAZA 250 S. 5TH ST. BOISE, IDAHO PHONE: 208-343-4635 FAX: 208-343-1858	PRELIMINARY NOT FOR CONSTRUCTION
	DRAWN BY SMT	CHECKED BY MS					

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DAKOTA ENTERPRISES ANALYSIS OF USES, COMPETITORS, AND OPPORTUNITIES

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Expo Idaho for 12/6/07

In one sense it can be argued the treasure valley is over-built with venues. While it is accurate the area is rich in venues when all possible venues are considered, it is not necessarily the case when identifying specific uses.

Some, such as Taco Bell Arena and the Morrison Center for Performing Arts, both on the Boise State University campus, are players in only certain areas of a public assembly programs. The same is true, of course, for Expo Idaho. it is not active in the performing arts programming area, large major concerts (with an exception of fair entertainment), touring family shows, and the like.

The point is that the competition for Expo Idaho is limited to a few facilities, which may change with the type of event being considered. An example might be the Idaho Center equestrian program. They have developed a major upper tier group of facilities and program to capture that market. It is a corporate strategic decision SMG made several years ago and is implementing in multiple locations.

In this example, the reality is that Expo Idaho would have to think long and hard if it were to consider competing in that area. At the same time, the equestrian needs as part of the Western Idaho Fair are an issue Expo Idaho must address in its strategic plan.

The determination vis-à-vis the racetrack operation is also a part of the strategic planning in the greater issue. If the racetrack lease is not continued and the racetrack is moved elsewhere or simply gone, the question then becomes whether the equestrian component is only a part of the fair or some uses are developed for non-fair times.

Without the racetrack and horse racing, the removal of the track, the current dilapidated barns, grandstand and other related racing facilities frees a large amount of acreage for other uses, whether as part of the fairgrounds complex or as part of the development of the balance of the property. The simulcast wagering facility and turf club are part of the racetrack issue.

If the given is that the Western Idaho Fair has determined it needs to have the horse and other livestock components, then the task becomes how to include and develop the equestrian program and consequent facilities for use during both the fair and the balance of the year.

When considering exhibit space, for commercial events whether ticketed or not, or trade shows in connection with industry conferences or conventions, Expo Idaho's competition is limited in specific areas.

A show with space needs in excess of the approximately 25,000/sf ballroom capacity at the downtown convention center currently must look to Expo Idaho if upgraded finishes are not necessary. The events Expo Idaho currently has, such as the antique show, fit well at the fairgrounds as do the ski swap and boat/Jet Ski/Snow Mobile events. The

current differences in the physical facilities between Expo Idaho and the Boise Center on the Grove, including location, parking & access, do not lend themselves well to Expo Idaho activities moving downtown. Conversely, upgraded Expo Idaho facilities would be attractive to other local events, especially if a new, larger downtown convention center is not constructed.

If a new downtown convention center connected to a hotel comes to fruition, the increased exhibit hall size will not necessarily attract the larger local events. Reasons include the need for the convention center to hold/book conventions several years in advance. The local show owner is quite dependent on specific annual dates (or approximate dates) for continued success of his/her event. A convention center is hard pressed to make this kind of commitment when its reason for being is to support hotel and CVB efforts to attract conventions and other group business from outside the area. Some of the groups attracted will have trade shows associated with their conventions, or conferences, some won't.

It is not unusual to transport convention attendees from a hotel to a convention center, even when there is a hotel connected to the convention center. Large groups will spill over into other hotel properties. It is a logical next step to transport attendees from their hotel to other sites. It would not be inconceivable that one convention would be using the new hotel and convention center facilities while other conventions/conferences could be in town at other hotels during the same period. That translates into very real possibilities that Expo Idaho, with improved facilities, amenities and a determination to be a player in the market, could capture and grow a portion of that business and be a larger economic generator for the area.

USAGE

A review of the usage of the fairgrounds, other than for the annual fair, shows both success and opportunities. While a fairgrounds is a collection of public assembly facilities, with some very use-specific physical components, (such as the Sheep & Dairy Show Rings and Livestock Barn), many are not operated as public assembly facilities during the greater part of the year when the fair is not occurring.

There are use-specific events that do use some available dates during the balance of the year but too often they tend to be no or low-revenue producing activities. With an appropriate balance of revenue and non-revenue producing events, the latter can, and should, be a part of the event programs of the community asset that is the fairgrounds.

When reviewing the schedule of any public assembly facility, the use of those facilities is looked at in terms including the types and quantity of events, the quality of the events as to their revenue production, expense required to produce/present the events and how well they provide what the community desires and expects. While a goal may be to serve as an economic generator for the community, even if there is a subsidy required, there should also be a long-term view that allows time to achieve that economic plus in the

community. The 4-H programs are a case in point. Hopefully the participants' return to the community will be a plus over many future years.

A program review will also look at the economic/financial side of operating the fairgrounds with a public assembly facility program. Part and parcel of any decision to remove from or improve/enhance/add facilities to the fairground complex should include a review of the rent rates and all other charges to users.

Semantics are important to perception. A “subsidy” recognized as an “investment in the community” is an entirely different perception of the same activity.

The following chart displays the projected non-fair event activity at Expo Idaho during the six month period of January-June, 2008. This schedule includes only what is on the books of 12/5/07.

Pot.# Avail. Days	Code	Unit/Space	Jan	Feb	Mar	Apr	May	June	Days Used	% of Avail. Days used
182	11	Expo-N	12	15	15	6	1	1	50	27.5
182	11	Expo-S	11	15	16	10	2	3	57	31.3
182	11	Expo-C	11	14	16	7		3	51	28.0
182	14	Western Town		2	6			4	12	6.0
	18	Shop/trackside			1				1	
182	10	Premium Bldg.			2	1			3	
	8	Livestock Barn & Scales			1		2	2	5	
	7	Sheep Show Ring				2	4	2	8	
182		West Parking Lot				4	2	4	10	5.5
	17 / 9	Draft Horse Barn & Dairy Show Ring						4	4	
	16	Llama Barn						3	3	
		TOTALS								
1092*		No. Days Used	34	46	57	30	11	26	204***	18.0*****
		No. Events ****	6	11	13	11	7	7	55 ****	

- * Total number of Potential available Use Days-six months January-June, 2008
- ** Code for units included in counts from Expo Idaho graphic/map
- *** Total days actually used including move in/move out days.
- **** Total number of events during period
- ***** Percent of available days used for events & in-out

It is recognized that all of the facilities noted, plus others, are used during the annual fair. The racetrack & satellite wagering parlor usage is not included nor is the Hawks baseball stadium.

The purpose of the display is many-fold. It shows the key physical elements that are most used. Those are the Expo Halls – north, south and center – whether as stand-alones or in various combinations. These uses occur on 28% of the available dates during the period - 158 uses ÷ 546 dates (182 x 3). Of course that is an ideal world calculation. It is not reasonable to expect all days will be used. This is especially true of the weekdays. In general, after a day is rented every succeeding day becomes more difficult to rent – a supply and demand situation.

When limiting the analysis to only Friday-Saturday-Sunday weekends, the usage success increases dramatically in terms of number of events vs. available days. In the following comparison, during those periods Expo Idaho is quite busy. During the same six month period, there are 27 weekends of which 23 have events scheduled.

Month	January	February	March	April	May	June	Totals
Weekends/Used	3/4	5/5	5/5	4/4	2/5	4/4	23/27

The caution, however, is that not every Friday-Saturday-Sunday is used during those 23 weekends. Also there are still Expo Hall portions available during some of those days. Some of the activity occurs in non-Expo Hall facilities. But, activity of some sort is occurring – which is a positive situation.

Granted, decisions must be made to book an event in one or two of the Expo Halls that would preclude the use of the remaining halls for reasons from a sound leak to a potential user asking to lease part of the Expo Hall space with deposit in hand.

Some conclusions that can be reached from the interviews and analysis are that there are events using the space that can grow, events that can be created and events that can be solicited with an aggressive marketing program.

A number of those interviewed indicated a need for additional square footage, hopefully of higher quality than currently exists. At the same time, there was also the desire to see improvements in the quality of the existing exhibit/event facilities.

Indoor facilities in the Boise area provide an opportunity to expand the time in which events are able to be successfully produced. The suggestion to consider an additional exhibit hall of approximately 60,000/sf addresses this issue. Additionally it would create a public assembly facility core of buildings when sited with the Expo Halls and the Western Town/Llama Barn combination.

Interviewed Stakeholders:

Bob Batista

Staff of Expo Idaho

Eric Arnault from Larry Miller Auto Sales

Bill & Scott New—Boise Roadster (Custom Car Show)

Happy & Ollie Olson—Boise's Best Antique Show

Jim Riedenbaugh—Big Boy Toy Expo

Shannon Carroll—Ski Swap

Mike Clarke—Auto Cross

Janey Brusch—Idaho Outfitters & Guides

David Beale—Spectra Productions

Linda Miller—Premier Catering

Jack Armstrong—Northwest Motorfest

Bobbie Patterson—Convention and Visitor's Bureau

Bernie Mueller—Treasure Valley Boat Show

Bill Stephen—Nampa Center

Pam Beaumont—Garden City Urban Renewal Agency

Mayor John Evans—Garden City Mayor

Shaun Wardle—Meridian Redevelopment

Mary-Michael—Fair Board Executive Committee

Mike Reynoldson & Clint Berry—Fair Board Executive Committee

Clair Bowman—Fair Board

Ike Sweesy—Fair Board

Glen Orthel—President of Fair Board

Sussie Headlee—Former member of Fair Board

Sabrina Leonard-Amidon—Horse Affairs

Virginia Brunetti—Horticulture Superintendent

Bruce Spenner—Riverside Ranches HOA

Todd Rhar—Hawks Operations Manager

Darbie Weston, Deputy Director Ada County Paramedics

Chief Martin Kanalk & Ron Amandus (Fire Marshal)—North Ada Fire

Janine Boire—Discovery Center

Canyon County Commissioner Dave Ferdinan

Notes:

- 1) I'd like to talk with everyone from the **Trade Show** list except the Holistic Wellness Faire, Scrapbook Show, Bead Stampede, Light in the Night and Harvest Festival. We can come back to them later. Also I want to talk to the **Car & RV Show or Sale** list and the **Boat/Jet-Ski/Snow Mobile Show list**. Try to get them all to come to the fairgrounds. They'll give me a space there. If they can't come there, then travel time to ??? becomes an issue. Group by meeting location (FG, town, etc.) if necessary. Those with multiple shows I'll only have to talk with once. Question: where can I meet in town if not at the individual's place?
- 2) I've left travel time this day. I hope I'm reasonably accurate. Your thoughts?
- 3) I think Thursday is the fair board's meeting day. I want to talk with them individually about their program thoughts for the fair grounds and only about what they think the fairgrounds as a public assembly program could be, not the development of the property. Check with Jeff if he and George want to be involved in that aspect.
- 4) The same as #3 for commissioners. If we need to fit a fair board member or commissioner in on Monday afternoon or Tuesday, let's try to accommodate that.
- 5) With the Hawks and racetrack/satellite wagering, it will be about program and how they see their place in the public assembly operations of the fairgrounds.
- 6) I'll be coming in @ 9 AM on Monday, 9/17, renting a car and going to the fairgrounds to meet with Bob Batista. I understand Jeff and George will be out for a 1:30 PM meeting. I'll stay at the FG's and continue with Bob and/or his staff. I want to be done by NLT 5-6 PM Thursday. I'm flying out Thursday evening.

On Wednesday, I've put them in order to minimize driving time. I'll go to them. If necessary to change order, use your judgment. Meetings will be held in Western Town.

As you look at this, I welcome any comments to improve this plan. You have local knowledge re travel time, etc. This won't be the only time I'm in Boise on the project so if we can't get all of these this time, we'll have another chance. The fair board, commissioners, Hawks and racetrack/satellite wagering are more important than some of the others for this trip.

Best wishes! I appreciate your help.

Sara: Here is some material I've developed along the lines of what place the public assembly facilities could play in the final configurations, and consequently the fair also. The graphics referred to are your A1.3 "Highest and Best" and A1.2 "Hybrid A". Your other A1.1 "Status Quo" graphic is also very good and seems appropriate. On page 3, the "Types of Events/Uses 2006-07FY" might make a good graphic as well as "IV Increase over FY 06-07 @ \$757,764" on page 4.

MiscNotesExpoIdaho2.12.08

Expo Idaho's interim public assembly facility activities combined with the annual Western Idaho Fair at the fairgrounds are a valuable community asset.

The current interim program has good variety, especially considering the limitations of the facilities in their present physical state. The programs/events/uses appeal to and serve a large segment of the community.

Whether the fairgrounds physical structures are upgraded in place (and possibly added to) or re-created in another location, the basic programmatic uses and activities could occur in either location.

During the 2006-07 FY there were 282 uses of the fairground's facilities in addition to the fair and activity at the Boise Hawks baseball stadium, the live racing thoroughbred track and the wagering parlor.

Addressing the interim events/uses, 282 uses is commendable. It develops additional revenue, creates more activity and introduces more citizens to the fairgrounds. DAKOTA understands that during the majority of non-fair weekends, some facilities are used at least once.

The facilities are the physical inventory of Expo Idaho. The task is to put that inventory into use as often as possible in order to present activities appealing to all, or some, of the entire community. At the same time, there is the task of developing revenue in order to maintain the facilities for the benefit of the community.

It is also important to understand that each rental from the inventory makes it more difficult to rent the remaining inventory. It is a simple matter of fewer dates and facilities available.

How many events are possible if only the Exposition Hall(s), Western Town and parking lots are considered? There are several approaches to counting the availability of the facilities. While the numbers may be accurate, they are not, in some instances, realistic.

For example the parking lots, or portions thereof, could be considered available for rent/use every day except during the fair. Not a realistic goal. Could they be used more than they are: Yes. That is more possible in the current configurations of the property than if the property is developed for other uses also. There are trade-offs in all choices.

A second example is the Exposition Halls. If one hall is used, it is counted as one use. If three different renters each use a hall, that would be counted as three uses. If one renter uses all three halls, should that then be counted as three uses in the use calculations? However it is counted, attendance and revenue numbers will be the same but the usage numbers may change.

The following is a display from a portion of the “Expo Idaho Interim Event Comparison FY 06/07”. The times of the year stand out when the opportunities for increasing usage are the greatest.

Interim Event Listing - October 2006 - September 2007. Does not include Fair.					
Month	# days	Rent \$	Misc. \$	F/B \$	Total \$
October	23	62,575.00	21,691.64	6,590.00	90,856.73
November	16	25,340.00	7,930.14	3,592.41	36,862.55
December	18	31,640.00	7,651.65	7,446.51	46,738.16
January	47	77,135.00	9,980.38	5,937.88	93,053.26
February	24	58,635.00	13,996.03	14,922.32	87,553.35
March	34	116,110.00	26,280.78	31,689.50	174,080.28
April	33	64,190.00	12,738.36	10,013.64	86,942.00
May	18	17,245.00	5,193.00	1,133.21	23,571.21
June	23	24,290.00	7,484.28	6,107.50	36,881.78
July	30	27,550.00	11,755.41	6,422.20	45,727.61
August	Fair 0	0.00	0.00	0.00	0.00
September	16	22,735.00	6,093.07	6,668.86	35,496.93
Totals	282	527,445.00	130,794.74	99,524.12	757,763.86
					95.14% of Budget

The following assumptions and calculations are based on the Expo Idaho Interim Event Comparison FY 06-07/ 05-06 / 04-05. The documents are well designed for their purpose and provide valuable information about the results of the non-fair use of the fairground's Exposition facilities, Western Town and parking lots. It is understood there may be some minimal use of other facilities, especially for some animal event uses during non-fair periods.

The documents are also the basis for the "Type of Events/Uses" categorizations. The use dates of the Expo Idaho report show the event/use of the facilities and the consequent revenue for the categories of Facility Rent, Incidental Revenue (Miscellaneous Revenue), Premier Revenue (Food & Beverage) and Total Revenue

The 282 events/uses, primarily of the Expo Halls, Western Town/Llama Barn and the parking lots, can be categorized as follows. Note: The animal uses are understood to be during the non-fair period. The 282 uses are in addition to the use of the total fairgrounds during the annual fair. Le Bois Racetrack and the Boise Hawks baseball stadium are also not included. The miscellaneous category includes those uses that do not seem to belong in the other categories. A more precise definition of what those uses were can be made. For purposes of this exercise, that is not considered critical. The result of the display is to indicate the current uses and the mix in current facilities and program.

Types of Events/Uses 2006-07FY

86	Flat Shows	30.49 %
73	Miscellaneous	25.88
53	Parking Lots	18.79
36	Animals	12.76
19	Sports	6.73
15	Seminars, Weddings, etc.	5.31
<hr/>	<hr/>	<hr/>
282	Total	99.96 %

It is clear there is room for increased use of the facilities for all types of events listed, as should be expected. This is especially true for Western Town.

The total revenue for of these categories was \$757,763.86. (Rounded to \$757,674)

Using this base, the following income "what if's" can be projected. Rounding may slightly alter the totals.

I Continuing same programs/mix/same facilities-282 event/use days

\$757,764 = \$2,687/day)

795,652 Same program/mix plus 5% @ \$37,888 = \$2,821/day

833,540 Same program/mix plus 10% @ \$75,776 = \$2,956/day

II Increase the same basic program/mix in same facilities by only one event/week

\$757,764 ÷ 282 events/uses = \$2,687/day \$757,764

Plus 1-day/week = 52 X \$2,687 139,724

\$2,687/day X (282 + 52) 334 = \$897,488 (Rounding)

III Increase events by 52 plus increase revenue -334 events/use days

\$897,488 Base (757,764 + 139,724 = 897,488 X 105 = 942,362)

942,362 Increased event days plus 5% (\$44,874) = \$2,821/day

987,237 Increased event days plus 10% (\$89,749) = \$2,956/day

IV Increase over FY 06-07 @ \$757,764

<u>% & Event</u>	<u>\$ Increase</u>	<u>Total</u>
<u>Increases</u>		<u>Revenue</u>
5%	\$ 37,888	\$795,652
10%	75,776	833,540
+ 52 Uses	139,724	897,488
5% + 52 Uses	184,598	942,362
10% + 52 Uses	229,472	987,237

There would be no requirement the number of increased events be limited to 52.

Marketing efforts, by Expo Idaho and the users, are the key to success. Expo Idaho is uniquely both the facility operator and user during the fair. For all events, however, Expo Idaho should be taking a pro-active role in the marketing of both the fairgrounds and its events. DAKOTA believes it is a fallacy that just marketing the annual fair is the task of marketing and its personnel. At the same time, it is necessary to equip and provide the marketing personnel with the resources needed to accomplish the tasks.

Those tasks, whether they be the annual fair, the overall marketing of the fairgrounds to the community and potential users or assisting users, can be described as 1) supporting the efforts of Expo Idaho and the users specifically, 2) increasing attendance at all activities, 3) creating new, or expanding current, events/uses.

The greater success depends on assistance, cooperation and leadership, internally and with the users. This is not to say there have not been successful efforts by Expo Idaho. DAKOTA understands there is currently an effort to hire a marketing manager. That is good. The individual's tasks should not be limited to just the fair. It is more than that. In addition, the assets one has with the fair can, and should, be in play all year. An example is advertising/sponsorships. The package is obviously more attractive if the exposure is not limited to just the fair, or vice versa.

With respect to its events/uses, management has performed well in developing the number of uses, particularly given the size of its staff coupled with the facilities available for rent. The market is limited in the sense that one could describe the exposition facilities as "plain but functional" in nature. That is not a pejorative comment. Rather it is to differentiate between the fairgrounds and facilities like the Boise Centre on the Grove – its main competitor. It is also noted that fairgrounds more typically will have this approach to facilities. They serve most of the purposes of a fair.

The Boise Centre on the Grove has upgraded finishes in its ballroom/exhibit hall, meeting rooms plus superior food/beverage service. That is its role and place in the convention/conference center industry.

Expo Idaho has more usable exhibition space and can, through upgrades and additions, improve its facilities, food/beverage service and position in the market place. It can expand its variety of offerings and capture significant portions of those businesses.

PROGRAM ELEMENTS

The following listing displays, in a general way, the types of events possible in the Exposition Halls, Western Town and the parking lots which could be targeted as part of the scheduling exercise. While it may appear to be a very broad range of events, all are possible to present in the physical facilities of IDAHO EXPO. As a result of staff efforts, a number of these events are already a part of the event/use day schedule. Continued efforts, particularly in marketing/event solicitation or creation, will expand and increase the event schedule and consequent economic success.

TYPE OF EVENT

Consumer Shows

- Ski Show
- Winter Sports Equipment

Fine Arts Show
Creative Arts Show
Arts and Crafts Show
Gem and Mineral Show
Harvest Fair
Christmas Fair
Golf & Resort Show
Vacation & Travel Show
Game Room Show
Quilters Guild Show
Farm Equipment Show
Gun Show
Antique Show
Boat Show
RV Show
Sportsman Show
Car Show
Sport Vehicle Show
Home Show
Garden Show
Idaho Sampler Show
Big Boy Toy Show

Banquets/Receptions

Charity Events
Weddings
Anniversaries
Business Affairs
etc.

Corporate Meetings

New Product Launches
Sales Meetings
Motivational Seminars
Shareholders Meetings
Training Sessions
Entertainment Events
Awards Ceremonies

Agricultural and Technical Events

Idaho Agriculture Extension
Service Events

- Horse Breeders Symposium
- Cattle Breeders Symposium
- Other Livestock Symposiums
- Toxic Waste Disposal
- Business Sponsored Seminars
 - Farm Equipment
 - Crop Production
 - Crop Marketing
 - etc.
- Horticultural Events
- Industrial & Plant Maintenance

Entertainment Events

- Concerts
 - Country & Western
 - Ethnic
 - Youth
 - Popular
 - Oldies, etc.
- Lectures
 - Authors
 - Artists
 - Leaders
 - Famous People
 - Travelogues

Miscellaneous Entertainment Events

- Ethnic Dances/Parties
- Circuses
- Hunting Dog Trials
- Herding Dog Trials
- Boxing
- Wrestling
- Martial Arts
- Dog Agility Training/trials

Religious Events

- Church Conferences

Civic Events

- Banquets

Awards Ceremonies
Historical Events
Public Celebrations

Community Events

Senior Citizens Fair
Community Services
Government Programs
Health & Fitness Programs

Convention Sessions

Trade Show/Exhibits
Entertainment Nights
Spouse Programs
General Sessions
Awards Ceremonies
Banquets/dances

School/youth events

Proms
Awards Ceremonies
Children's Theater
Athletic Competition
 Local Championships
 Regional Championships
 State Championships
Musical Competitions
 Local Championships
 Regional Championships
 State Championships
Kids Fair

Trade/Public Exhibits/Shows

New Car Shows
Classic Car Shows
Rod & Custom Car Shows
Motorcycle Show
Model Railroad Show

Livestock Events

Jr. Livestock Show
Livestock Shows & Auctions
Sheep Show
Pygmy Goat Show

Parking Lot Events

RV Sales
Car Sales
 New
 Used
Sport car competitions
Custom Car Events

Miscellaneous Events

Roller Skating Championships
Flea Markets
Harvest Fairs
Wine Fairs
Cat Show
Kennel Club Show
In Line Roller Hockey
 Clinics
 Leagues
Chili Cook-Off
Indoor Soccer
Cheerleading Competition
Gymnastic Meets

Many of these events might also be able to increase their space use by using both inside facilities and outside areas.

The two largest land uses in the current configurations are the racetrack and the fairgrounds. Granted, the racetrack can be considered a part of the fairgrounds. The distinction here is the fairgrounds as a collection of public assembly facilities including the fair and specie specific structures. These included the Horse and Mule Barn, Livestock Barn, etc. Other physical elements are also a consideration. These are addressed in the following LINKAGES display.

Linkages can have a domino effect. When any piece is changed, moved or removed, other pieces may also have to be changed, moved or removed. A prime example is if the

racetrack is removed, then the barns associated with the track would, of course, also be removed.

Two Linkage options are displayed, each with an associated graphic showing the entire property. They are presented for discussion and guidance.

OPTION “A”

Without Racetrack - The possibility exists the racetrack may move from the fairgrounds to a new location in the Treasure Valley. Given that possibility, the following comments are made.

Option “A” - Reference A1.3 Graphic

REMOVE

Racetrack

Grandstand

Racetrack barns

Trackside Arena

This is a part of Capitol Racing’s components. It is used during the fair. Is there a need for this if the use is just during the Fair?

Space could be used for new Exhibit Hall.

Horse Barns (Fair)

If there is no Trackside Arena or racetrack, is there a need for these? Are there reduced equestrian needs? Could horses be trailered in/out during Fair if Trackside Arena is retained?

Garden Stage (Leave outdoor restrooms)

Becomes parking area for Western Town/new Exhibit Hall.
Allows decrease in parking area of current South parking lot.
Also can be used for parking lot events.

RV Park

Now located in prime area for other uses. RV Park is not producing reasonable revenue. It is not a quality operation visually and is more of a

mobile home park with semi-permanent or permanent units. There is no obligation to provide housing locations for either racetrack or carnival workers. While an RV Park is a convenience for vendors at Exposition Hall events, it is not a normal or required amenity. At the same time, it might be possible to re-locate RV facilities elsewhere in the development, either on a continuing or event related basis.

Draft Horse and Mule Barn

Space committed to other uses.

Livestock Barn

Space committed to other uses.

ADD

Exhibit Hall, Approximately 60,000/sf

Divisible with movable walls. Include a 350/400 seat stepped lecture hall with A/V, Wi-Fi, etc. Possible location is East of Western Town & North of the current Grandstand; without its backside to Western Town area as occurs with the Expo Halls. It creates a central public assembly facility complex from Expo Halls on West, Exhibit Hall on East and Western Town/Llama Barn between. Include a possible main preparation kitchen on West side of Exhibit Hall to service Expo Halls & Western Town areas. Include state of art lighting, both public and show, capable of "blackout". Provide power supply and delivery system for show "booths". Use upgraded finishes in all areas, including restrooms. Create user office area and exhibitor lounge area. Include entry foyer for ticketing, pre-functions and inclement weather refuge.

Amphitheater

A possible location is on East side of new Exhibit Hall. Can be tied-in with new Ex Hall for backstage/support. Seating located in current racetrack area (flood plain?)

Parking areas – various- all paved. (Also see Parking under "Alter")

ALTER

Expo Idaho offices

Expand or move. Need to be easily accessible from off-site for day-to-day business plus outside of security points when events are occurring. Offices could be included in revised Premium Building.

Premium Building

This could be used to house Expo Idaho offices/staff, board room, meeting rooms and multi-purpose needs.

Simulcast Facility

Unless it would stay as a stand-alone wagering operation, consider keeping as a dining facility with upgraded furniture, ambience, etc. Review menu and consequent needs to change food preparation capabilities. It might be possible to relocate the Expo Idaho offices to this site or adjacent to this site?

Llama Barn

Tie this to expansion of the Western Town area. Add meeting rooms on East and West sides. Ceiling heights may be an issue. Need high tech A/V, Wi-Fi, comfortable seating, etc. Create reception/social/ballroom area in middle section.

Western Town Gazebo area

Upgrade. Create better slope for seating area. Consider screening landscape treatment. Add walkway lighting. This would tie Llama Barn and Western Town buildings together for joint use at functions.

Western Town building

Retain kitchen as holding/warming/plating area. Consider adding microwaves for light food preparation for both this facility and Llama Barn. Reconfigure parking on South side as part of new parking in current Garden Stage area. May need to create some interior lot space up close for Western Town users. Provide meeting room presentation capabilities using various methods.

Parking areas – various

All public parking areas should be paved. Some reconfiguration/location of parking lots involved. Final locations are dependent on facility locations. For areas to be rented for events such as automobile/RV sales, driving activities, etc. upgrade areas with office area for renters, public restrooms, specifically designed lighting and controllable access points.

Expo Halls

Upgrade/expand kitchen areas and food preparation abilities to banquet quality. Rehabilitate concession stands. If new Exhibit Hall constructed with main preparation kitchen, re-design Expo Hall kitchen facilities accordingly. Add storage space, location signage, eating areas. Upgrade lighting for general public and for show uses. Upgrade power supply and delivery systems. Create ability to black-out halls at clerestory level. Add a major foyer on West side of facility to provide identifiable entry, ticket sales/collection point, pre-function space and protection from inclement weather. Consider movable walls within North and South Halls. Upgrade finishes in all areas including restrooms. Eliminate warehouse impression throughout. Create user office area and exhibitor lounge area. Upgrade sound system. Visually upgrade East side of facility and improve traffic/parking access for load-in/out pre & post event. Tie-in East side with flow between Expo Halls, Western Town and new Exhibit Hall, if constructed.

Boise Hawks baseball stadium

The Hawks have noted improvements they want to make to the stadium and to their program of activities. These should be considered in conjunction with the overall development of both the total property physically as well as the fairgrounds activity program. The non-baseball programmatic elements could be in conflict with Expo Idaho's plans. At the same time, without the racetrack grandstand during the fair, the baseball field could well serve as the site for the concert activities.

Signage

Review current signage and locations directing public to the fairgrounds. Improve signage immediately at fairgrounds for informational functionality. To the extent these signs, and signs on property are computerized, to that extent the ability to inform and market fairgrounds activities is enhanced. Opportunities exist for advertising and sponsorships in this area.

OTHER ISSUES

Drivers Training Building

Will this facility and program remain at the Fairgrounds? If so, decision needs to be made as to where, access, time of use and scope of operations.

University of Idaho Extension offices

Addressed earlier. This may be resolved if they acquire the property/facility they are interested in moving to in Meridian.

North Ada County Fire and Rescue District.

Issue is the amount of space they need to accommodate larger vehicles with more vertical capabilities. The assumption is that the fairgrounds development will have multi-story structures. As the surrounding area also develops, staffing needs and housing accommodations for firefighters will also increase. The current location, if expanded, serves the ingress, egress and availability needs of the department well. While there are advantages to the fairgrounds to have fire/rescue protection on site, it might be possible to accomplish the same level of service and provide the opportunity for the desired increase in square footage in a nearby location in Garden City. That should be explored.

Paramedics

The unit on property has about 10,200/sf currently available on property. There is a separate 2500/sf maintenance shop in Garden City. They indicate the long term needs are for 30,000/sf. That may be unlikely on the fairgrounds. A possible alternative that would provide the same basic level of service might be to relocate in Garden City, perhaps in a complex with the North Ada County Fire and Rescue District.

OPTION “B”

With Racetrack and associated elements remaining generally in same location, including satellite wagering parlor. Given that possibility, the following comments are made.

Option “B” – Reference A1.2 Graphic

REMOVE

Garden Stage and outdoor restrooms.

Area to be used for approximately 60,000/sf new Exhibit Hall. (See **ADD** below).

Trackside Arena

This is a part of Capitol Racing's components. It is used during the fair. Is there a need for this if the use is just during the Fair? Space could be used for additional prime parking for Western Town/Llama Barn/Gazebo complex.

RV Park

Now located in prime area for other uses. RV Park is not producing reasonable revenue. It is not a quality operation visually and is more of a mobile home park with semi-permanent or permanent units. There is no obligation to provide housing locations for either racetrack or carnival workers. While an RV Park is a convenience for vendors at Expo Hall events, it is not a normal or required amenity. At the same time, it might be possible to re-locate RV facilities elsewhere in the development, either on a continuing or event related basis.

Racetrack barns.

These are falling apart. They should not even be used. Rebuild in smaller footprint.

ADD

Exhibit Hall

Approximately 60,000/sf that is divisible with movable walls. Include a 350/400 seat stepped lecture hall with A/V, Wi-Fi, etc. Possible location is area South of Western Town & West of current Grandstand where Garden Stage and outdoor restrooms are currently located. Backside of facility facing Western Town area should be compatible in design, not a stark wall as occurs with the Expo Halls. This alignment creates a more central public assembly facility complex consisting of the Expo Halls, new Exhibit Hall and Western Town/Llama Barn. Include a possible main preparation kitchen on the Northwest corner of Exhibit Hall to service Expo Halls & Western Town areas. Include state of art lighting, both public and show, capable of 'blackout'. Provide power supply and delivery system for show "booths". Use upgraded finishes in all areas, including restrooms. Create user office area and exhibitor lounge area. Include entry foyer for ticketing, pre-functions and inclement weather refuge.

Parking areas – various – all paved. (Also see Parking under "Alter".)

ALTER

Racetrack Grandstand

Requires major rehabilitation to include electrical, mechanical, structural elements in addition to seating plus visual aspects.

Draft Horse and Mule Barn

Enclose and expand for bleacher seating on East or West side. Enlarge activity area on opposite side. Add concessions (machines). Can have year-round use for BMX, skateboard park (?), and other dirt floor events (non-animal due to waste/health issues.) Determine access routes and parking locations.

Livestock Barn

Revise inside Southeast side for storage use during non-fair time.
Accessible with fork lift

Expo Idaho offices

Expand or move. Need to be easily accessible from off-site for day-to-day business plus outside of security points when events are occurring.

Llama Barn

Tie this to expansion of the Western Town area. Add meeting rooms on East and West sides. Ceiling heights may be an issue. Need high tech A/V, Wi-Fi, comfortable seating, etc. Create reception/social/ballroom area in middle section.

Western Town Gazebo area

Upgrade. Create better slope for seating area. Consider screening landscape treatment. Add walkway lighting. This would tie Llama Barn and Western Town building together for joint use at functions.

Western Town building

Consider adding microwaves for light food preparation for both this facility and Llama Barn. Reconfigure parking on South side as part of new parking in current Garden Stage area. May need to create some interior lot space up close for Western Town use. Provide meeting room presentation capabilities using various methods.

Parking areas – various

All public parking areas should be paved. Some reconfiguration/location of parking lots involved. Final locations are dependent on facility locations. For areas to be rented for events such as automobile/RV sales, driving activities, etc. upgrade areas with office area for renters, public restrooms, specifically designed lighting and controllable access points.

Expo Halls

Upgrade/expand kitchen areas and food preparation abilities to banquet quality. Rehabilitate concession stands. If new Exhibit Hall constructed with main preparation kitchen, re-design Expo Hall kitchen facilities accordingly. Add storage space, location signage, eating areas. Upgrade lighting for general public and for show uses. Upgrade power supply and delivery systems. Create ability to black-out halls at clerestory level. Add a major foyer on West side of facility to provide identifiable entry, ticket sales/collection point, pre-function space and protection from inclement weather. Consider movable walls within North and South Halls. Upgrade finishes in all areas including restrooms. Eliminate warehouse impression throughout. Create user office area and exhibitor lounge area. Upgrade sound system. Visually upgrade East side of facility and improve traffic/parking access for load-in/out pre & post event. Tie-in East side with flow between Exposition Halls, Western Town and new Exhibit Hall, if constructed.

Boise Hawks baseball stadium

The Hawks have noted improvements they want to make to the stadium and to their program of activities. These should be considered in conjunction with the overall development of both the total property physically as well as the fairgrounds activity program. The non-baseball programmatic elements could be in conflict with Expo Idaho's plans.

Signage

Review current signage and locations directing public to the fairgrounds. Improve signage immediately at fairgrounds for informational functionality. To the extent these signs, and signs on property are computerized, to that extent the ability to inform and market fairgrounds activities is enhanced. Opportunities exist for advertising and sponsorships in this area.

OTHER ISSUES

Drivers Training Building

Will this facility and program remain at the Fairgrounds? If so, decision needs to be made as to where, access, time of use and scope of operations.

University of Idaho Extension offices

Addressed earlier. This may be resolved if they acquire the property/facility they are interested in moving to in Meridian.

North Ada County Fire and Rescue District.

Issue is the amount of space they need to accommodate larger vehicles with more vertical capabilities. The assumption is that the fairgrounds development will have multi-story structures. As the surrounding area also develops, staffing needs and housing accommodations for firefighters will also increase. The current location, if expanded, serves the ingress, egress and availability needs of the department well. While there are advantages to the fairgrounds to have fire/rescue protection on site, it might be possible to accomplish the same level of service and provide the opportunity for the desired increase in square footage in a nearby location in Garden City. That should be explored.

Paramedics

The unit on property has about 10,200/sf currently available on property. There is a separate 2500/sf maintenance shop in Garden City. They indicate the long term needs are for 30,000/sf. That may be unlikely on the fairgrounds. A possible alternative that would provide the same basic level of service might be to relocate in Garden City, perhaps in a complex with the North Ada County Fire and Rescue District.

LINKAGES

Consider: **OPTION “C”**

Without Racetrack - The possibility exists the racetrack may move from the fairgrounds to a new location in the Treasure Valley. Additionally, the possibility has been raised of acquiring 60 acres adjacent to the Idaho Center and moving the Western Idaho Fair to that location for the period of the fair. The balance of the year the acreage could be used by Idaho Center for its program. The governance, financial and operating structures would be developed. Given those possibilities, the following comments are made relative to the current fairgrounds site.

An initial thought might assume the actual fair itself (10 days in August) and the fairgrounds would be tied together. When a hybrid possibility was thought about earlier, it also seemed to assume that if the fair moved, some of the fairgrounds facilities would move with it and some might stay in place. A third possibility exists with the addition of the Idaho Center/adjacent property in the mix. That possibility is to acquire the property adjacent to the Idaho Center, move the midway of the fair to that location and use other facilities in place at the Idaho Center for the balance of the fair's activities.

That then raises the issue of what to do with the current physical facilities at the Expo Idaho Fairgrounds.

One possibility is to knock them all down and develop the land.

Another possibility is to expand to thinking beyond just a fairgrounds and encompass not only the public assembly facility elements but also the Garden City desires for a city center, a gathering place, considerable landscaping, etc. If the Garden City civic elements could be sited and tied-into the portion of the remaining fairgrounds facilities, the end result could be an upgraded, functional, busy, vital part of the new downtown.

The facilities' potential uses, not only for Garden City but for the wider community, expand significantly. The possibility should exist to also use the tied-in elements to the advantage to the other users of the total site. The core center has the ability to serve as a magnet to supplement the attraction of the retail operations in coming to the site. It also is an attribute in providing patronage to any hotels or restaurants on the site.

The area could suddenly be a major player in the area of public assembly facility programs and activities. The renovation/upgrading of the facilities would allow for the increase and expansion of the existing non-fair program.

Consideration should be given to retaining the following structures with some of the possible uses noted. All facilities would need to be renovated as noted in all options.

Expo Halls – Exhibit events, trade shows, flat floor commercial shows, and the other shows currently being housed there.

Western Town – Weddings, meetings, special occasion events such as anniversaries, awards, small banquets, etc.

Western Town Gazebo – Separately or in conjunction with the Western Town building, weddings, special occasion events, etc.

Llama Barn – (See upgrades recommended) – Also used in conjunction with Western Town building and/or Western Town Gazebo.

Premium Building – Convert to offices for Expo Idaho plus some possible city uses.

A separate possibility is also to include the renovated Draft Horse and Mule Barn as an enclosed, year-round skateboard park. The activity is consistent with the gathering place desires and concept expressed. It also serves an age group on a continuing basis.

An additional exhibit hall would complete the core public assembly facility grouping, providing opportunities to grow current events and create/attract new and larger events. The regional market is increasing in population. There is reason to believe that the convention and conference markets will also increase. All of these trends are reasons to take advantage of the opportunity to capture the increased activity that becomes possible. (Also see discussion re a new hotel/convention center in downtown Boise).

With the added exhibit hall, the addition of an amphitheater should also be considered. The backstage support can be provided as part of the physical elements of the Exhibit Hall. (See Exhibit Hall and Amphitheater under “ADD” below.)

Option “C”

REMOVE

Racetrack

Grandstand

Racetrack barns

Trackside Arena

Space could be used for new Exhibit Hall.

Horse Barns (Fair)

Garden Stage

Livestock Barn

Shop Arena

RV Park

Now located in prime area for other uses. RV Park is not producing reasonable revenue. It is not a quality operation visually and is more of a mobile home park with semi-permanent or permanent units. There is no obligation to provide housing locations for either racetrack or carnival workers. While an RV Park is a convenience for vendors at Exposition Hall events, it is not a normal or required amenity. At the same time, it might be possible to re-locate RV facilities elsewhere in the development, either on a continuing or event related basis.

Expo Idaho Office

Expand or move. Need to be easily accessible from off-site for day-to-day business plus outside of security points when events are occurring.

Drivers Training Building

ADD

Exhibit Hall, Approximately 60,000/sf

Divisible with movable walls. Include a 350/400 seat stepped lecture hall with A/V, Wi-Fi, etc. Possible location is East of Western Town & North of the current Grandstand; not a backside to Western Town area as occurs with the Expo Halls. It creates a central public assembly facility complex from Expo Halls on West, Exhibit Hall on East and Western Town/Llama Barn between. Include a possible main preparation kitchen on West side of Exhibit Hall to service Expo Halls & Western Town areas. Include state of art lighting, both public and show, capable of 'blackout'. Provide power supply and delivery system for show "booths". Use upgraded finishes in all areas, including restrooms. Create user office area and exhibitor lounge area. Include entry foyer for ticketing, pre-functions and inclement weather refuge.

Amphitheater

A possible location is on East side of new Exhibit Hall. Can be tied-in with new Ex Hall for backstage/support. Seating located in current racetrack area (flood plain?)

ALTER

Draft Horse and Mule Barn

Enclose and expand for bleacher seating on East or West side. Enlarge activity area on opposite side. Add concessions (machines). Can have year-round use for skateboard park.

Simulcast Facility

Unless it would stay as a stand-alone wagering operation, consider keeping as a dining facility with upgraded furniture, ambience, etc. Review menu and consequent needs to change food preparation capabilities. It might be possible to relocate the Expo Idaho offices to this site or adjacent to this site?

Llama Barn

Tie this to expansion of the Western Town area. Add meeting rooms on East and West sides. Ceiling heights may be an issue. Need high tech A/V, Wi-Fi, comfortable seating, etc. Create reception/social/ballroom area in middle section.

Western Town Gazebo area

Upgrade. Create better slope for seating area. Consider screening landscape treatment. Add walkway lighting. This would tie Llama Barn and Western Town buildings together for joint use at functions.

Western Town building

Retain kitchen as holding/warming/plating area. Consider adding microwaves for light food preparation for both this facility and Llama Barn. Reconfigure parking on South side as part of new parking in current Garden Stage area. May need to create some interior parking lot space up close for Western Town users. Provide meeting room presentation capabilities using various methods.

Parking areas – various

All public parking areas should be paved. Some reconfiguration/location of parking lots involved. Mover-in/move-out access needs of public assembly facility users need to be addressed. Final locations are dependent on facility locations. For areas to be rented for events such as automobile

and RV sales, driving activities, etc. upgrade areas with office area for renters, public restrooms, specifically designed lighting and controllable access points.

Premium Building

Convert to offices for Expo Idaho plus some possible city uses.

Expo Halls

Upgrade/expand kitchen areas and food preparation abilities to banquet quality. Rehabilitate concession stands. If new Exhibit Hall constructed with main preparation kitchen, re-design Expo Hall kitchen facilities accordingly. Add storage space, location signage, eating areas. Upgrade lighting for general public and for show uses. Upgrade power supply and delivery systems. Create ability to black-out halls at clerestory level. Add a major foyer on West side of facility to provide identifiable entry, ticket sales/collection point, pre-function space and protection from inclement weather. Consider movable walls within North and South Halls. Upgrade finishes in all areas including restrooms. Eliminate warehouse impression throughout. Create user office area and exhibitor lounge area. Upgrade sound system. Visually upgrade East side of facility and improve traffic/parking access for load-in/out pre & post event. Tie-in East side with flow between Expo Halls, Western Town and new Exhibit Hall, if constructed.

Boise Hawks baseball stadium

The Hawks have noted improvements they want to make to the stadium and to their program of activities. These should be considered in conjunction with the overall development of both the total property physically as well as the fairgrounds activity program. The non-baseball programmatic elements could be in conflict with Expo Idaho's plans. At the same time, without the racetrack grandstand during the fair, the baseball field could well serve as the site for the concert activities.

Signage

Review current signage and locations directing public to the fairgrounds. Improve signage immediately at fairgrounds for informational functionality. To the extent these signs, and signs on property are computerized, to that extent the ability to inform and market fairgrounds activities is enhanced. Opportunities exist for advertising and sponsorships in this area.

University of Idaho Extension offices

Addressed earlier. This may be resolved if they acquire the property/facility they are interested in moving to in Meridian.

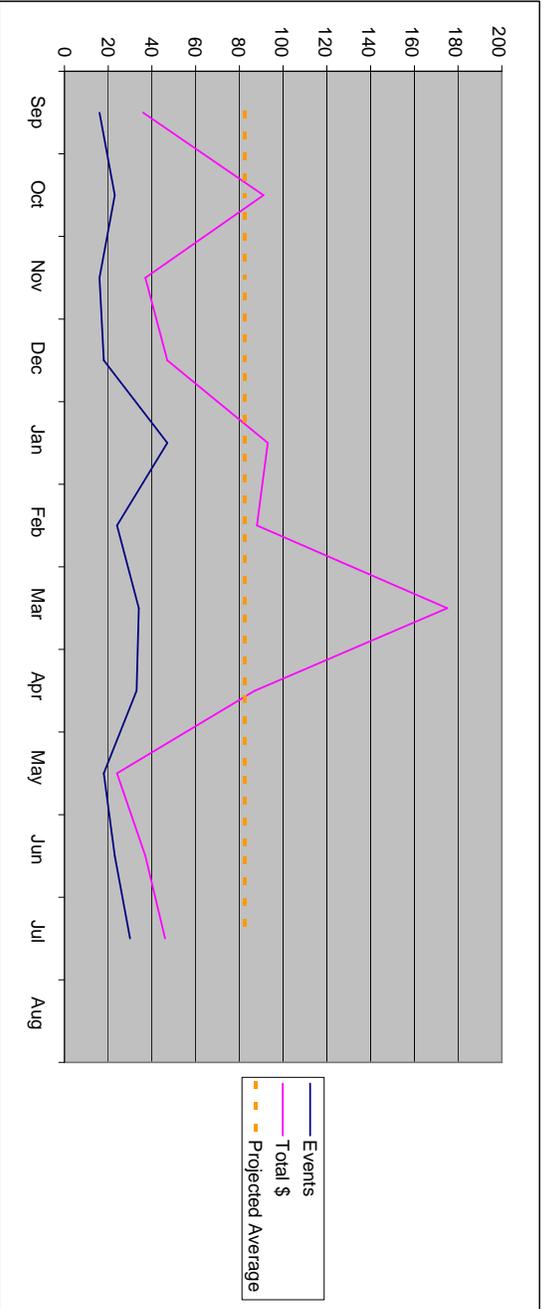
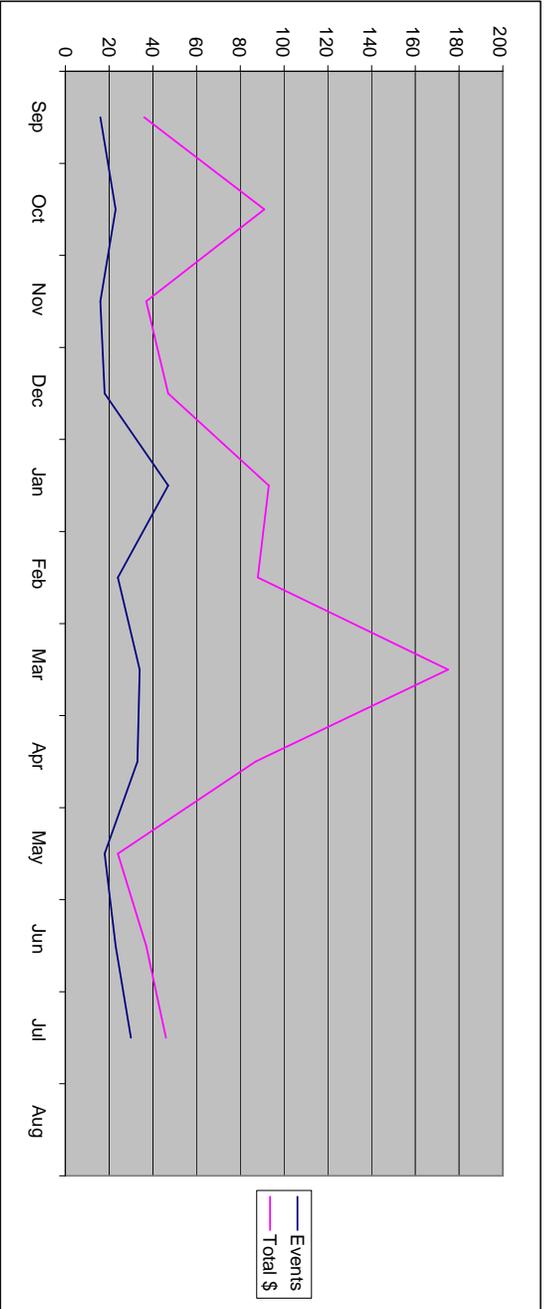
North Ada County Fire and Rescue District.

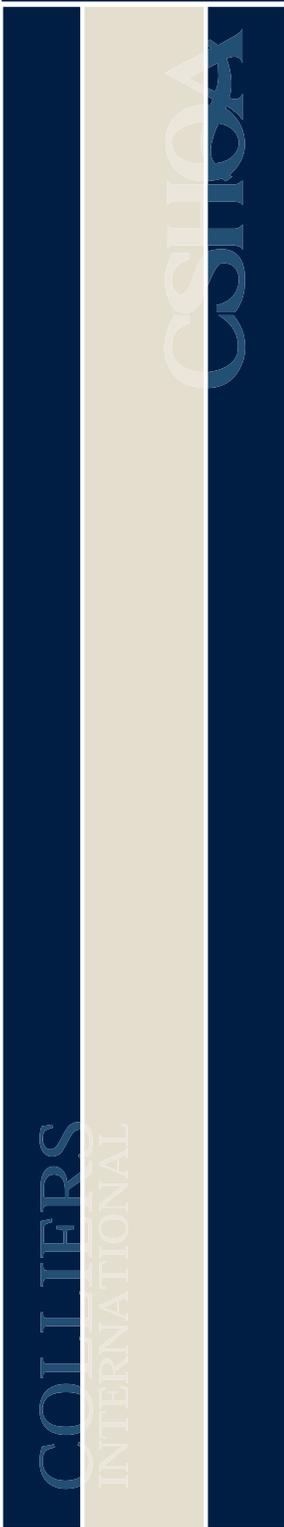
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Paramedics

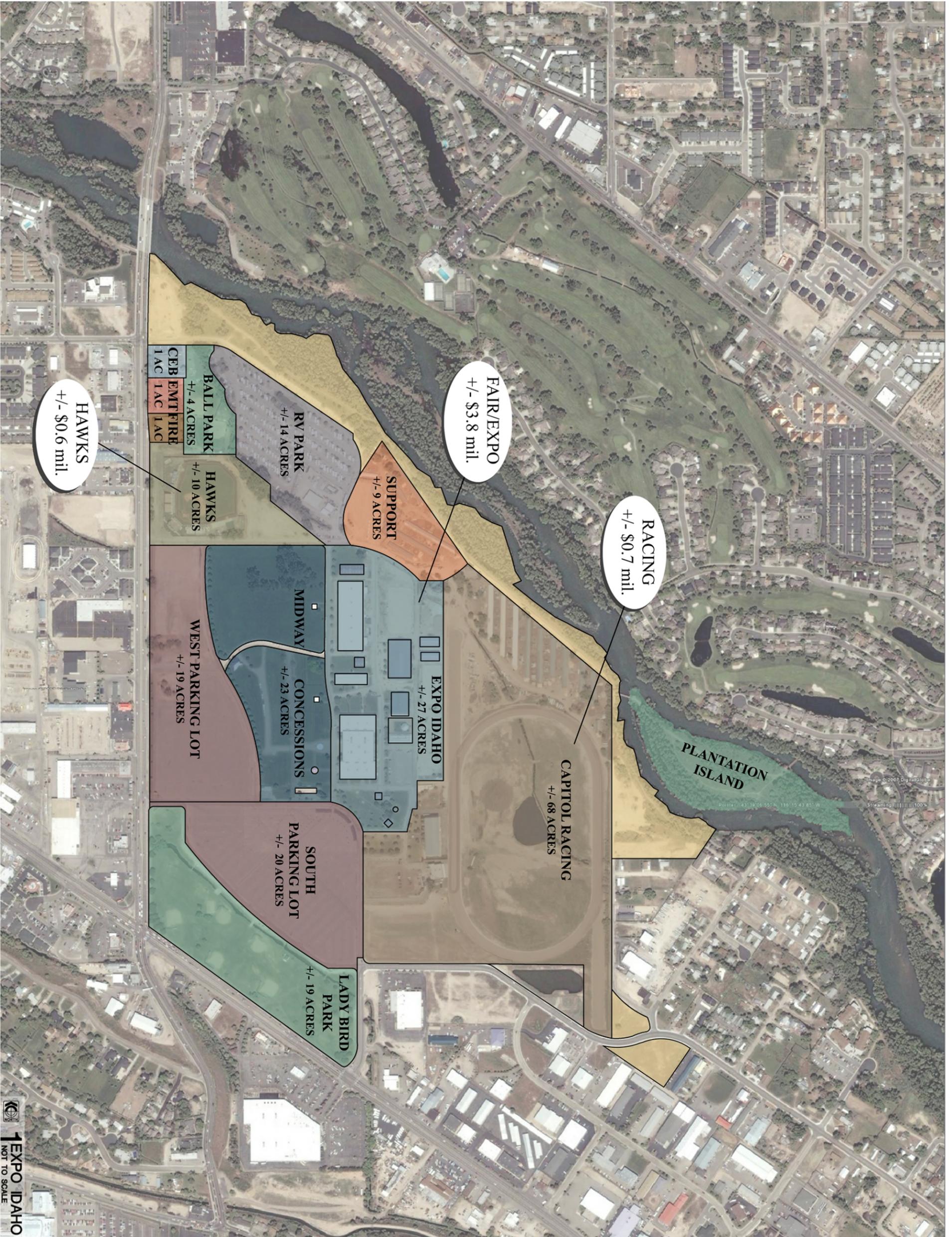
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	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Events	16	23	16	18	47	24	34	33	18	23	30	
Total \$	\$36	\$91	\$37	\$47	\$93	\$88	\$175	\$87	\$24	\$37	\$46	
Projected Average	82.25	82.25	82.25	82.25	82.25	82.25	82.25	82.25	82.25	82.25	82.25	82.25



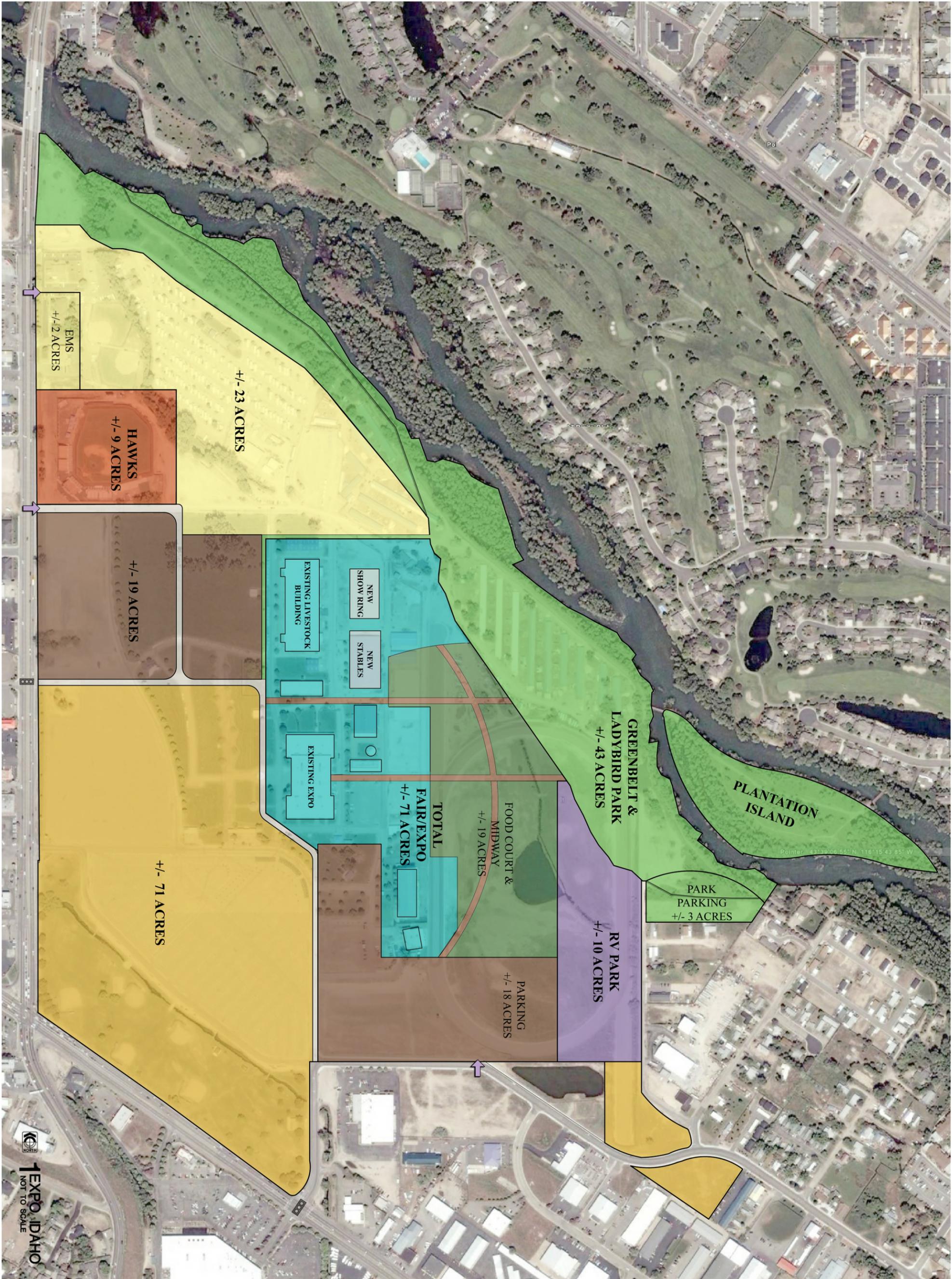


STATUS QUO



EXPO IDAHO
NOT TO SCALE

SHEET A1.1	SHEET TITLE STATUS QUO	PROJECT 07241	DATE 02-12-08	EXPO IDAHO 5610 GLENWOOD BOISE, IDAHO			C.W. MOORE PLAZA 250 S. 5TH ST BOISE, IDAHO PHONE: 208-343-4635 FAX: 208-343-1858	PRELIMINARY NOT FOR CONSTRUCTION
		DRAWN SBF	CHECKED RS					



EXPO IDAHO
NOT TO SCALE

<p>SHEET A1.1</p>	<p>SHEET TITLE STATUS QUO</p>	<table border="1"> <tr> <td>PROJECT 07241</td> <td>DATE 10-14-08</td> </tr> <tr> <td>DRAWN SMF</td> <td>CHECKED RS</td> </tr> </table>	PROJECT 07241	DATE 10-14-08	DRAWN SMF	CHECKED RS	<p>EXPO IDAHO 5610 GLENWOOD BOISE, IDAHO</p>	<p>COLLIERS INTERNATIONAL</p>	<p>CSHQA</p> <p>C.W. MOORE PLAZA 250 S. 5TH ST. • BOISE, ID 83702 (208) 343-4635 • FAX (208) 343-1858 http://www.cshqa.com</p>	<p>C.W. MOORE PLAZA 250 S. 5TH ST. BOISE, IDAHO PHONE: 208-343-4635 FAX: 208-343-1858</p> <p><small>THESE DRAWINGS AND SPECIFICATIONS, AS INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT/ENGINEER WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANY PERSON OR ENTITY ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT, OR COMPLETION OF THIS PROJECT IN PHASES WITHOUT THE WRITTEN CONSENT OF CSHQA OR ITS AFFILIATES. Copyright © 2008</small></p>	<p>PRELIMINARY NOT FOR CONSTRUCTION</p>
	PROJECT 07241	DATE 10-14-08									
DRAWN SMF	CHECKED RS										

Status Quo A1.1 (no Expo)
Cost Analysis

Description of "Status Quo"

Removal of Race Track and relocation of RV Park to eastern edge of property. The Fairgrounds are upgraded and remodeled and the midway is moved to border the park. The grounds are remodeled to accommodate the new orientation. Lady Bird Park is moved to the floodway, and the western edge of the property is opened up for development. Minimal work is done to the Hawks stadium.

Shared Parking	37	1,611,720	13% Public	new	sq. yd.	871,200	sq. yd.	\$	5,985,144	shared by Hawks. Development & the Fair
Infrastructure				as req.		3,920,400		\$	13,721,400	utilities, roads, limited landscaping for developed land

Keep										
		4,748,040	53%					\$	10,478,114	
Sell		4,181,760	47%					\$	9,228,430	
										100%

Cost Allocation

	Acres	SF	%							
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	Acres	SF	%	Site Work	remodel	new	remodel	remodel	remodel	remodel	remodel	cost per	required space	sq. ft.	totals	General Description of Work
Fairgrounds	71	3,092,760	25%	Site Work	remodel	new	remodel	remodel	remodel	remodel	remodel	\$ 5.00	827,640	sq. ft.	\$ 4,138,200	landscaping, moving midway, new fencing, etc.
				Western Town	remodel	new	remodel	remodel	remodel	remodel	remodel	\$ 56.50	4,000	sq. ft.	\$ 226,000	addition of full commercial kitchen
				Llama Barn	remodel	new	remodel	remodel	remodel	remodel	remodel	\$ 30.00	14,750		\$ 442,500	conversion to meeting/event facility
				Stables	remodel	new	remodel	remodel	remodel	remodel	remodel	\$ 30.00	30,000		\$ 900,000	conversion to non species specific building
				Livestock	remodel	new	remodel	remodel	remodel	remodel	remodel	\$ 20.00	75,000		\$ 1,500,000	conversion to non species specific building
				Premium	remodel	new	remodel	remodel	remodel	remodel	remodel	\$ 15.00	8,000		\$ 120,000	upgraded finishes
				Existing Expo	remodel	new	remodel	remodel	remodel	remodel	remodel	\$ 25.50	62,000		\$ 1,581,000	upgraded finishes
				Grandstands	remodel	new	remodel	remodel	remodel	remodel	remodel	\$ 50.00	22,000	sq. ft.	\$ 1,100,000	upgrades
															\$ 10,007,700	

Food Court/Open Space	19	827,640	7%													
Hawks	9	392,040	3%													

RV Park	10	435,600	4%													
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Infrastructure Cost Allocation																
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Property Improvement Total																\$ 22,663,814
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PUBLIC																
Lady Bird Park	43	1,873,080	15%	Site Work by Race Track								\$ 3.00	1,342,000			\$ 4,026,000
				Other Site work								\$ 1.00	575,000			\$ 575,000
																\$ 4,601,000
																remediation, landscaping limited landscaping

Ladybird Park Total																\$ 4,601,000
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TOTAL COST																\$ 27,264,814
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Total Acres	285	Total	12,414,600
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Total Non-Sold Acres	189		8,232,840
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Total Salable Acres	96		4,181,760
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Net Summary			
Salable Acres		96	
Price Per Acre	\$	284,008	
PPF	\$	6.52	Net Profit
BREAK EVEN PP	\$	27,264,813.64	\$ -

CHANGES MADE:
 MOVED LADY BIRD PARK
 NO RACETRACK
 RELOCATED RV PARK
 MOVED MIDWAY
 NEW EXPO BUILDING
 WITH FULL COMMERCIAL
 KITCHEN

SUMMARY:

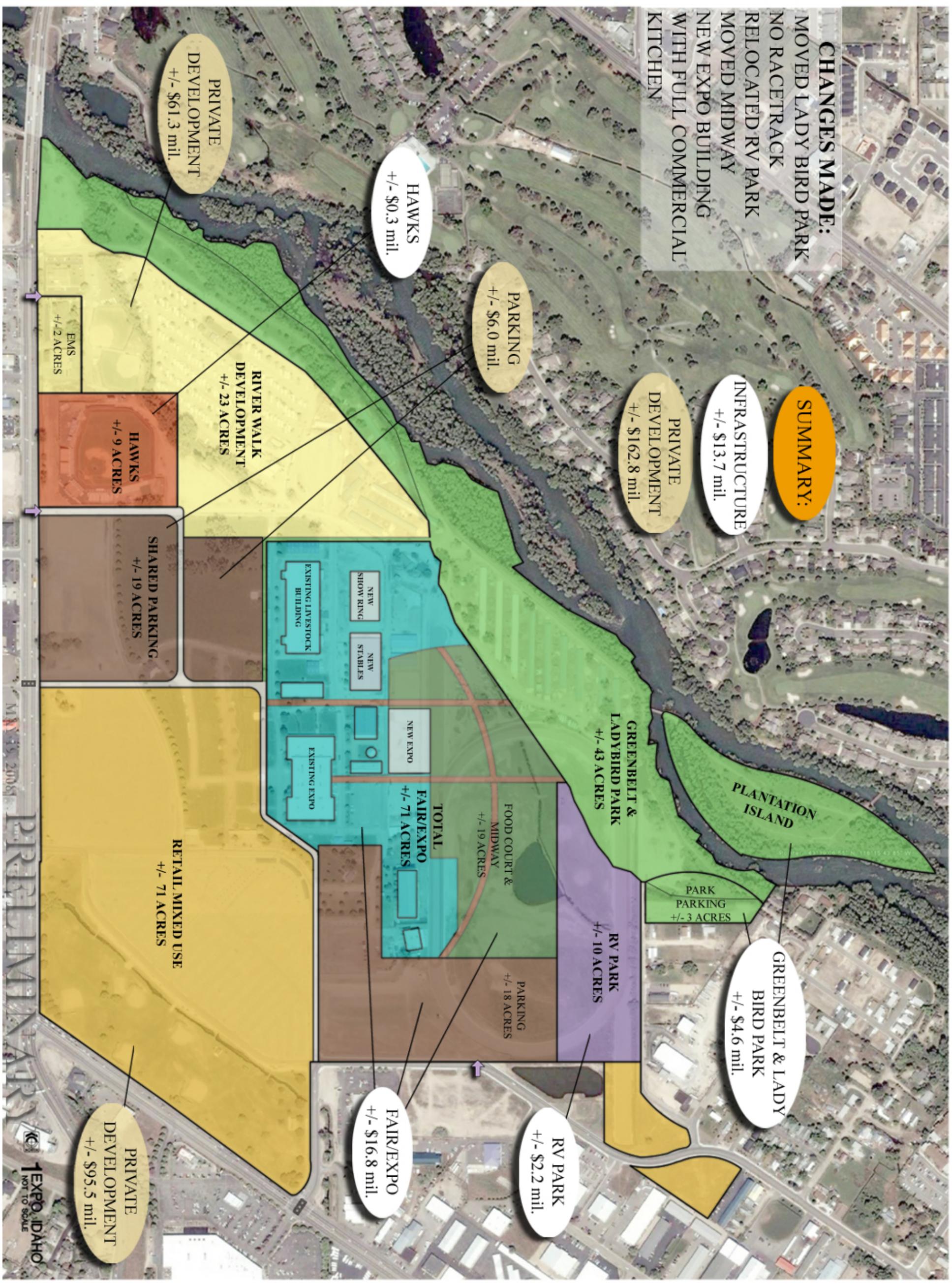
INFRASTRUCTURE
 +/- \$13.7 mil.

PRIVATE
 DEVELOPMENT
 +/- \$162.8 mil.

PARKING
 +/- \$6.0 mil.

HAWKS
 +/- \$0.3 mil.

PRIVATE
 DEVELOPMENT
 +/- \$61.3 mil.



MAP 15 2008

PRELIMINARY

EXPO IDAHO
 NOT TO SCALE

SHEET TITLE STATUS QUO	PROJECT EXPO IDAHO 5610 GLENWOOD BOISE, IDAHO	COLLIERS INTERNATIONAL	CSHQQA C.W. MOORE PLAZA 250 S. 5TH ST. • BOISE, ID 83702 (208) 343-4635 • FAX (208) 343-1858 http://www.cshqqa.com	THESE DRAWINGS AND SPECIFICATIONS, AS INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT/ENGINEER UNLESS THE PROJECT FOR WHICH THEY ARE MADE IS EXCLUDED OR NOT USED BY ANY PERSON OR ENTITY ON OTHER PROJECTS. THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF CSQA OR ITS AFFILIATES. ©2008/2009	PRELIMINARY NOT FOR CONSTRUCTION
	DATE 3-25-08 DRAWN CSJ CHECKED BS				
A1.1	SHEET				

Status Quo A1.1 (new Expo)

Cost Analysis

Description of "Status Quo"

Removal of Race Track and relocation of RV Park to eastern edge of property. The Fairgrounds are upgraded and remodeled and the midway is moved to border the park. The grounds are remodeled to accommodate the new orientation. Lady Bird Park is moved to the floodway, and the western edge of the property is opened up for development. Minimal work is done to the Hawks stadium.

CSHQA Project No. 07241
May 7, 2008

PROJECT COSTS
Total SF 12,414,600
Total SF Less Public 8,929,800

Shared Parking	37	1,611,720	13%	Public	new	\$	6.87 sq. yd.	871,200 sq. yd.	\$	5,985,144	shared by Hawks. Development & the Fair
Infrastructure					as req.	\$	3.50	3,920,400	\$	13,721,400	utilities, roads, limited landscaping for developed land
										Infrastructure Total	\$ 19,706,544

Keep		4,748,040	38%	Cost Allocation		\$			\$	10,478,114	
Sell		4,181,760	34%			\$			\$	9,228,430	
											100%

	Acreeage	SF	%		cost per	required space	totals	General Description of Work		
KEEP										
Fairgrounds	71	3,082,760	25% Keep		\$ 5.00 sq. ft.	827,640 sq. ft.	\$	4,138,200 landscaping, moving midway, new fencing, etc.		
					\$ 56.50 sq. ft.	4,000 sq. ft.	\$	226,000 addition of full commercial kitchen		
					\$ 15.00	14,750	\$	221,250 conversion to meeting/event facility		
					\$ 30.00	30,000	\$	900,000 conversion to non species specific building		
					\$ 20.00	75,000	\$	1,500,000 conversion to non species specific building		
					\$ 15.00	8,000	\$	120,000 upgraded finishes		
					\$ 25.50	62,000	\$	1,581,000 upgraded finishes		
					\$ 100.30	62,000	\$	6,018,273 upgrades		
					\$ 50.00 sq. ft.	22,000 sq. ft.	\$	1,100,000 upgrades		
					\$ 6.87 sq. yd.	87,120 s. yd.	\$	598,514 pavement & grading of lots		
							\$	16,403,237		
Food Court/Open Space	19	827,640	7% Keep							
Hawks	9	382,040	3% Keep		\$ 15.40	16,300	\$	251,020 general & deferred maintenance		
RV Park	10	435,600	4% Keep		\$ 5.00	435,600 sq. ft.	\$	2,178,000		
Infrastructure Cost Allocation							\$	10,478,114		
									Property Improvement Total	\$ 29,310,371
PUBLIC										
Lady Bird Park	43	1,873,080	15% Public		\$ 3.00 sq. ft.	1,342,000	\$	4,026,000 remediation, landscaping		
					\$ 1.00	575,000	\$	575,000 limited landscaping		
							\$	4,601,000		
									Ladybird Park Total	\$ 4,601,000
SELL										
Glenwood/Chinden Mixed Use Retail	71	3,082,760	25% Sell		\$ 6.87 sq. yd.	1,184,832 sq. yd.	\$	8,139,796 to be shared during the fair		
					\$ 3.75 sq. ft.	59,242 sq. ft.	\$	222,158 landscaping		
							\$	8,361,953		
River Walk/EMS Property	25	1,089,000	9% Sell		\$ 6.87 sq. yd.	65,340 sq. yd.	\$	448,885.8 to be shared during the fair		
					\$ 3.75 sq. ft.	29,403 sq. ft.	\$	110,261.25 landscaping		
							\$	559,147		
Infrastructure Cost Allocation							\$	9,228,430		
									Total	\$ 33,911,371
									Sellable Acre PPF	\$ 353,243.45
									PPF	\$ 8.11
									Breakeven Cost	

285 10,802,880.00

Total	\$	33,911,371
Sellable Acre PPF	\$	353,243.45
PPF	\$	8.11
Breakeven Cost		

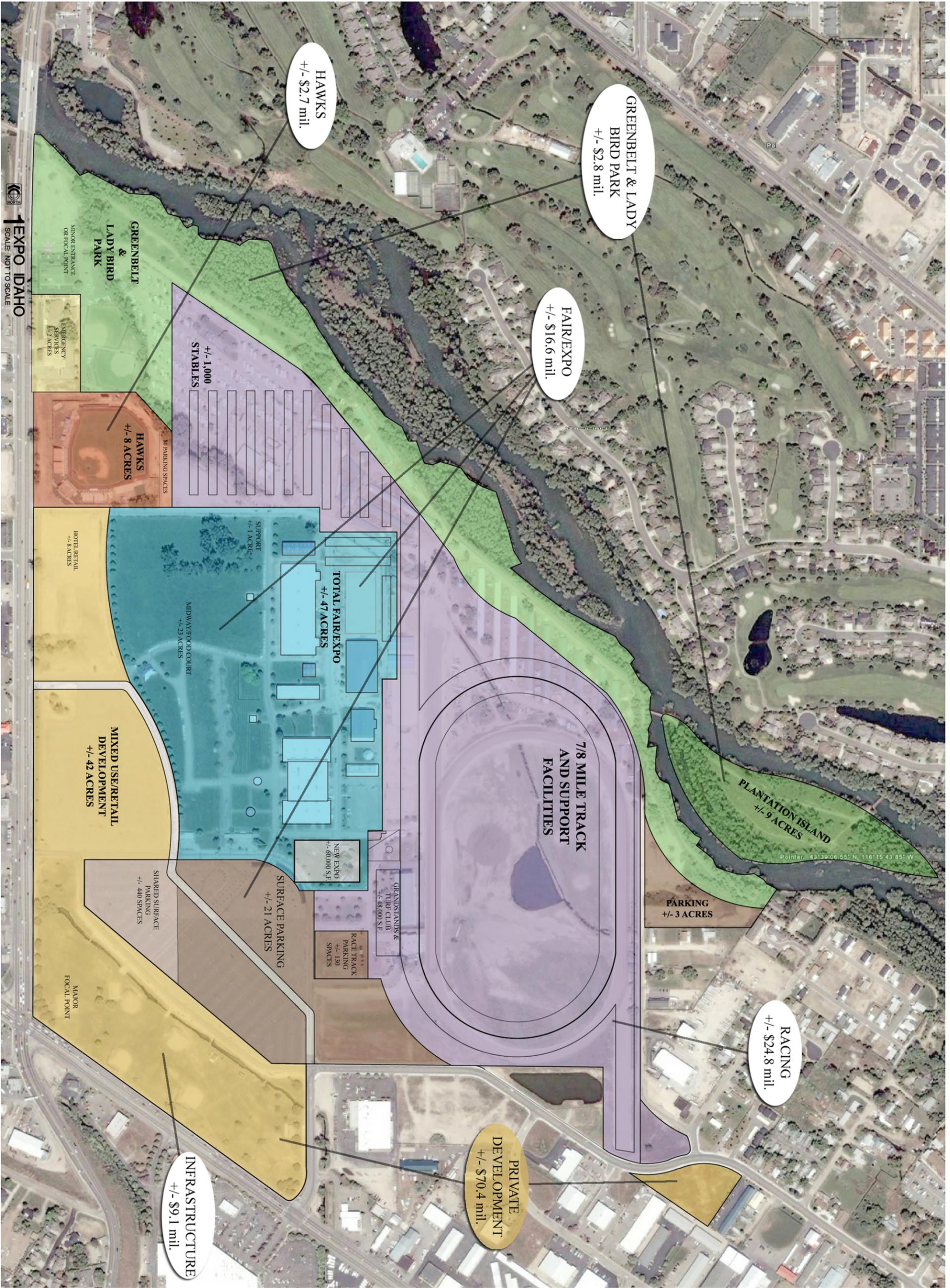


HYBRID

COLLIERS
INTERNATIONAL

BOISE 755 W. Front St., Suite 300 • Boise, Idaho 83702 • Tel. 208.345.9000 | NAMPA Nampa, ID 83687 • 5660 E. Franklin Road, #110 • Tel. 208.472.1660

CSHOA



EXPO IDAHO
SCALE: NOT TO SCALE

<p>A1.2A</p> <p>SHEET</p>	<p>SHEET TITLE HYBRID A</p>	<p>PROJECT 07241</p>	<p>DATE 02.12.08</p>	<p>EXPO IDAHO 5610 GLENWOOD BOISE, IDAHO</p>	<p>COLLIERS INTERNATIONAL</p>	<p>CSHQQA</p> <p>C.W. MOORE PLAZA 250 S. 5TH ST. • BOISE, ID 83702 (208) 343-4635 • FAX (208) 343-1858 http://www.cshqqa.com</p>	<p>C.W. MOORE PLAZA 250 S. 5TH ST BOISE, IDAHO PHONE: 208-343-4635 FAX: 208-343-1858</p>	<p>PRELIMINARY NOT FOR CONSTRUCTION</p>
		<p>DRAWN SMP</p>	<p>CHECKED ES</p>					

CHANGES MADE:
 RELOCATED LADY BIRD PARK
 NO RACETRACK
 NO RV PARK
 NO LIVESTOCK BUILDINGS
 NEW EXPO BUILDING WITH FULL
 COMMERCIAL KITCHEN
 REMODEL OF LLAMA BARN
 HAWKS GET BURMED OUTFIELD,
 SHADING & PARKING

SUMMARY:

INFRASTRUCTURE
 +/- \$26.1 mil.

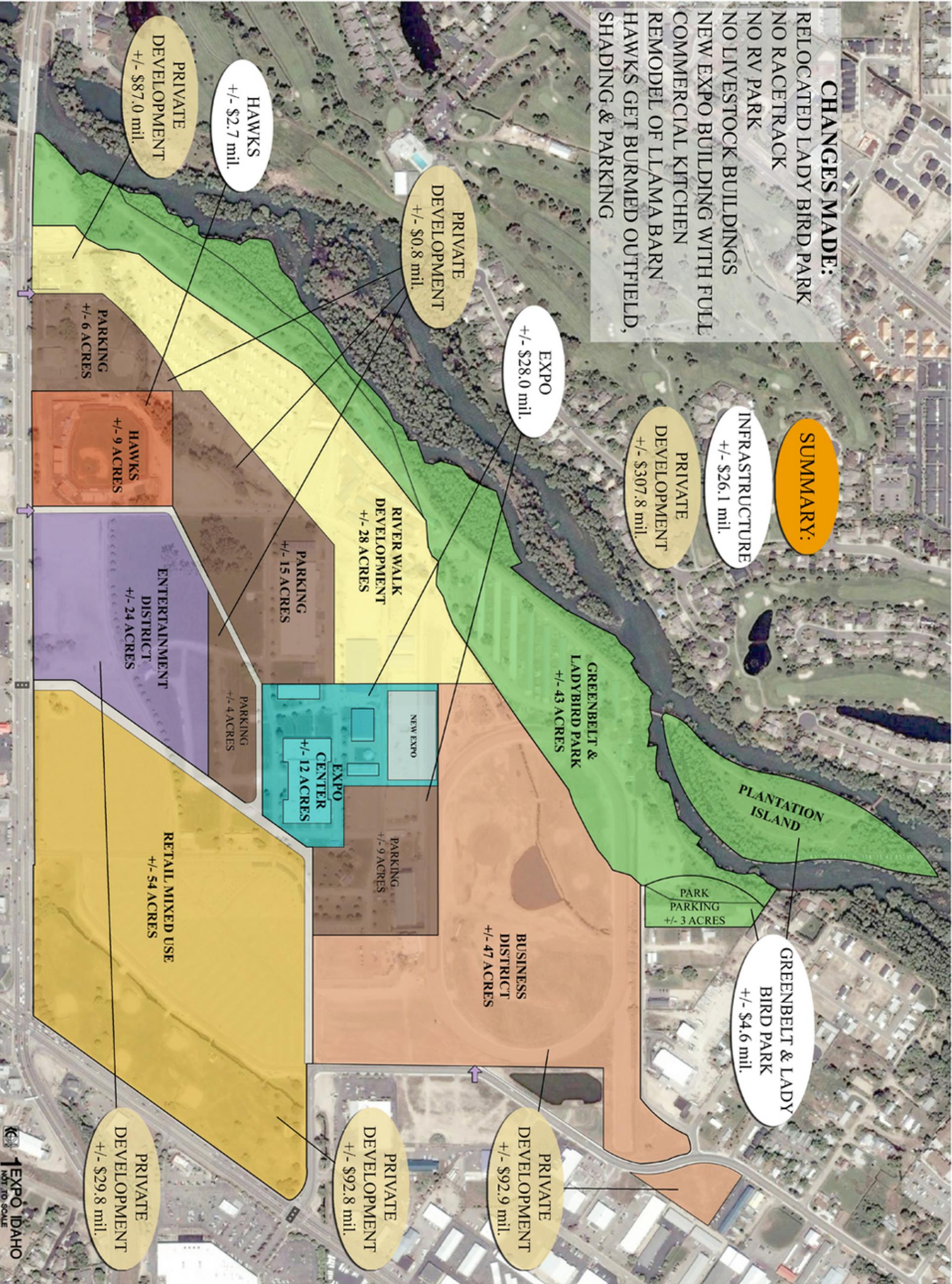
PRIVATE
 DEVELOPMENT
 +/- \$307.8 mil.

EXPO
 +/- \$28.0 mil.

PRIVATE
 DEVELOPMENT
 +/- \$0.8 mil.

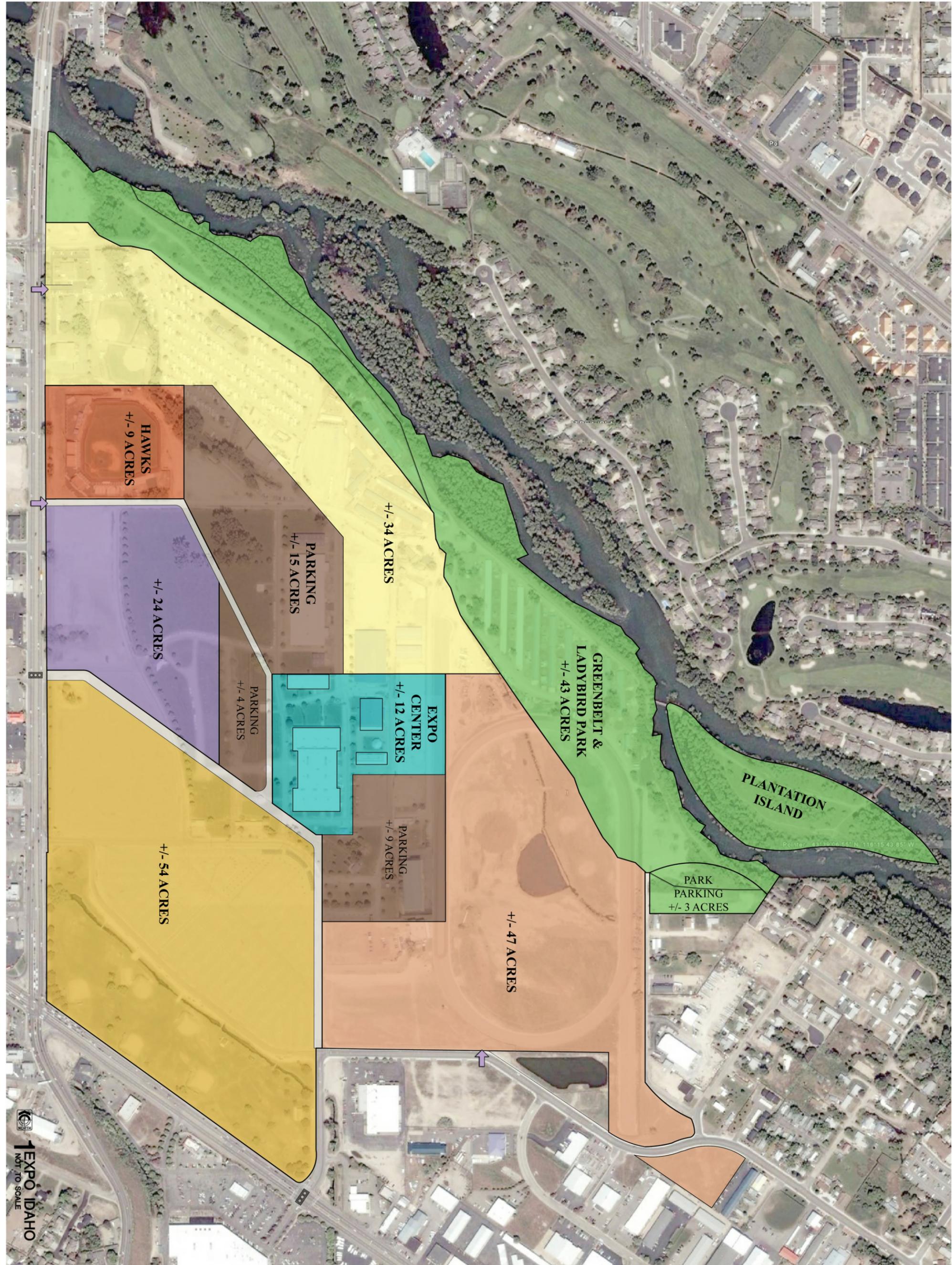
HAWKS
 +/- \$2.7 mil.

PRIVATE
 DEVELOPMENT
 +/- \$87.0 mil.



EXPO IDAHO
 NOT TO SCALE

SHEET A1.2	SHEET TITLE HYBRID	PROJECT EXPO IDAHO	EXPO IDAHO 5610 GLENWOOD BOISE, IDAHO			C.W. MOORE PLAZA 250 S. 5TH ST. BOISE, IDAHO PHONE: 208-343-4635 FAX: 208-343-1858	PRELIMINARY NOT FOR CONSTRUCTION
		DATE 11/11/11					



EXPO IDAHO
NOT TO SCALE

<p>SHEET A1.2a</p>	<p>SHEET TITLE HYBRID</p>	<p>PROJECT 07241</p>	<p>DATE 10-14-08</p>	<p>EXPO IDAHO 5610 GLENWOOD BOISE, IDAHO</p>	<p>COLLIERS INTERNATIONAL</p>	<p>CSHQQA</p>	<p>C.W. MOORE PLAZA 250 S. 5TH ST. BOISE, IDAHO PHONE: 208-343-4635 FAX: 208-343-1858</p>	<p>THESE DRAWINGS AND SPECIFICATIONS, AS INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT / ENGINEER WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANY PERSON OR ENTITY ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT, OR COMPLETION OF THIS PROJECT WHEN PHASED WITHOUT THE WRITTEN CONSENT OF CSHQQA OR ITS AFFILIATES. Copyright © 2008</p>	<p>PRELIMINARY NOT FOR CONSTRUCTION</p>
		<p>DRAWN SMF</p>	<p>CHECKED SS</p>						

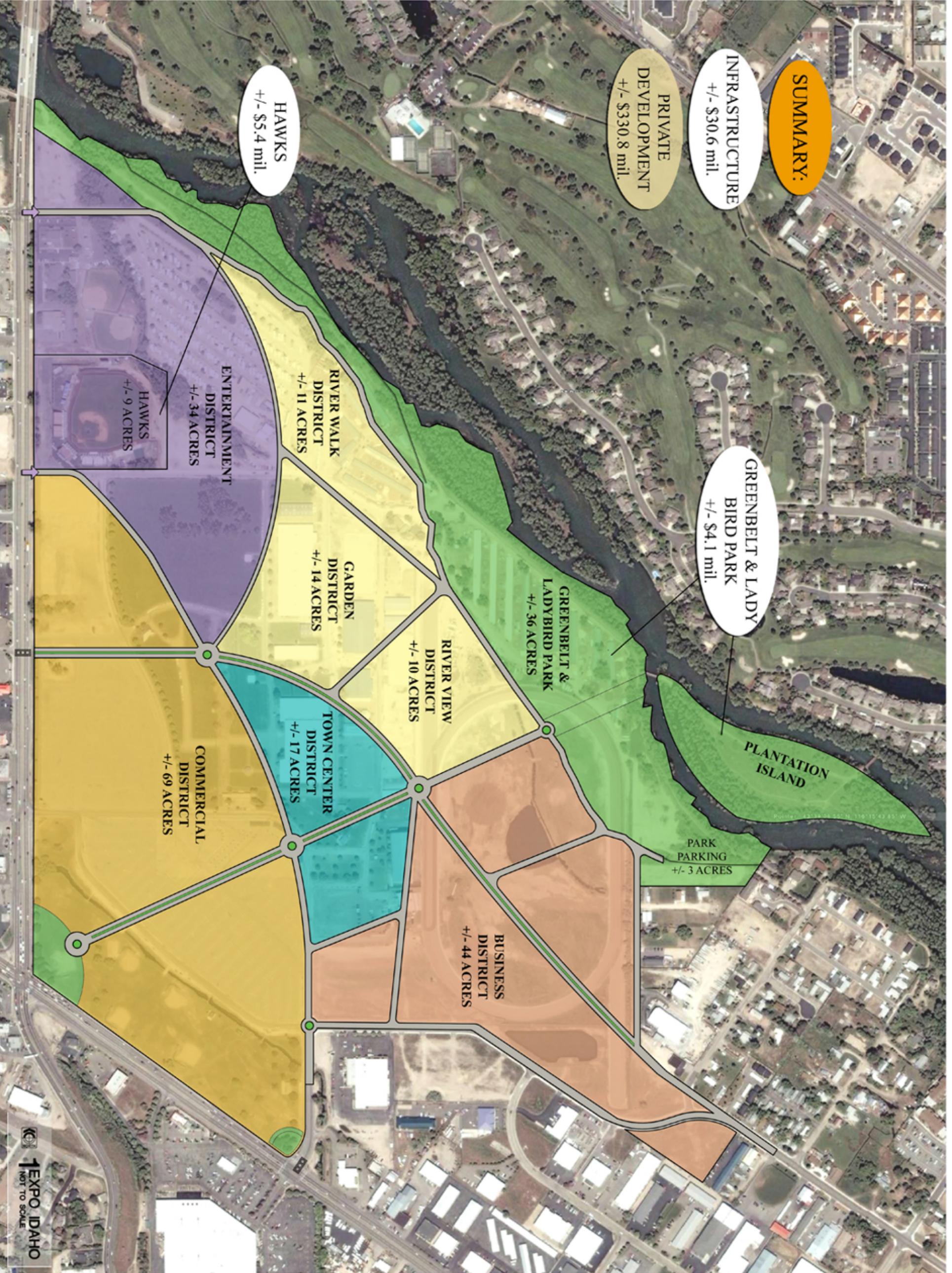
CLEAN SLATE



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SUMMARY:

INFRASTRUCTURE
+/- \$30.6 mil.

PRIVATE DEVELOPMENT
+/- \$330.8 mil.

HAWKS
+/- \$5.4 mil.

GREENBELT & LADY BIRD PARK
+/- \$4.1 mil.

EXPO IDAHO
NOT TO SCALE

<p>A1.3</p>	<p>EXPO IDAHO 5610 GLENWOOD BOISE, IDAHO</p>	<p>COLLIERS INTERNATIONAL</p>	<p>CSHQQA</p>	<p>C.W. MOORE PLAZA 250 S. 5TH ST. • BOISE, ID 83702 (208) 343-4635 • FAX (208) 343-1858 http://www.cshqqa.com</p>	<p>PRELIMINARY NOT FOR CONSTRUCTION</p>

**Clean Slate
Cost Analysis**

Description of "Highest & Best"

The entire site is redeveloped into a series of districts that are fairly dense, mixed use areas with different characters and design elements. The overall site design would center around a transit and pedestrian oriented urban design.

INFRASTRUCTURE

Former Fairgrounds Site Work	new or remodel	cost per	required space	totals	General Description of Work
Fairgrounds	demo	\$ 5.00 sq. yd.	193,600	\$ 988,000	demolition and remediation of existing
			872,000 sq. ft.	\$ 2,616,000	demolition and remediation of existing
				\$ 3,594,000	
Entertainment District					
Hawks					
Burned Outfield	new	\$ 1,266.00	600 lin. Foot	\$ 759,600	earthwork/excavation, concrete, reinforcement, fence
Upgraded Facilities	new	\$ 145.00	32,000 sq. ft.	\$ 4,640,000	includes conveyance, concession, etc
Parking Structure	new	\$ 15,000.00 per car	500 stalls	\$ 7,500,000	a private investor/developer will pay for the other half
				\$ 5,399,600	
Emergency Services					
	new	\$ 116.00 sq. ft.	44,500 sq. ft.	\$ 5,162,000.00	includes Fire Station and EMT
Infrastructure					
	as req.	\$ 3.50 sq. ft.	8,755,660 sq. ft.	\$ 30,644,460.00	roads, utilities, etc.
				\$ 8,983,600	

Acreege	SF	%	Private	
34	1,481,040		Entertainment District Parking with Structure (Hawks) Landscaping	new 3.75 11,108 sq. ft. \$ 41,655 41,655 includes sidewalks, landscaping, etc.
11	479,160		River Walk District surface parking Landscaping	new 6.67 sq yd 3.75 sq. ft. 10,648 sq yd 4,792 sq. ft. \$ 71,022 17,970 88,992 including sidewalks, landscaping, etc.
10	435,600		River View Landscaping	new 3.75 sq. ft. 14,375 sq. ft. \$ 53,906 53,906 landscaping, sidewalks, etc
14	609,840		Garden District Landscaping	new 3.75 sq. ft. 18,295 sq. ft. \$ 68,606 68,606
17	740,520		Town Center District surface parking Landscaping	new 6.67 sq yd 3.75 sq. ft. 13,988 sq. yd 6,294 sq. ft. \$ 93,300 23,603 116,902 surface parking, roads, landscaping, etc
69	3,005,640		Commercial District surface parking Landscaping	new 6.67 sq. yd 3.75 136,924 sq. yd 61,616 sq. ft. \$ 913,283 231,060 1,144,343 surface parking, roads, landscaping, etc
44	1,916,640		Business District surface parking Landscaping	new 6.67 sq. yd 3.75 78,795 sq. yd 35,458 sq. ft. \$ 525,563 132,968 658,530 surface parking, roads, landscaping, etc
36	1,568,160		Lady Bird Park Site work near former race track Remaining	3.00 1.00 1,306,800 sq. ft. 217,800 \$ 3,920,400 217,800 remediation, landscaping limited landscaping
			Ladybird Park Total	\$ 4,138,200
			Total Cost	\$ 13,121,800
			Total Salable Acres	199
			Price Per Acre	\$ 65,939
			PPF	1.51
			Total	10,236,600

*Break Even Sale Price



DEVELOPMENT TIMELINE



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2008 WESTERN IDAHO FAIR



ADA COUNTY BUDGET APPROVAL

FY '08/'09

2009 WESTERN IDAHO FAIR



FY '09/'10



5 YEAR CONSTRUCTION MORATORIUM ON GLENWOOD

2010 WESTERN IDAHO FAIR



FY '10/'11

A0.1

SHEET TITLE TIME LINE

PROJECT 0741	DATE 06-06-08
DRAWN SAJ	CHECKED AS

EXPO IDAHO
5610 GLENWOOD
BOISE, IDAHO



CSHQ
C.W. MOORE PLAZA
250 S. 5TH ST. - BOISE, ID 83702
(208) 343-4635 • FAX (208) 343-1858
http://www.cshqa.com

C.W. MOORE PLAZA
250 S. 5TH ST
BOISE, IDAHO
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ALTERNATIVE FAIRGROUND SITE ANALYSIS



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COSTS TO RELOCATE FAIR AND EXPO SAMPLE SITES

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FAIRGROUNDS & EXPO (OPTION 1)						
Purchase of Property						
Acres	Cost Per Acre	Cost per SF	required space	totals		
120	\$ 60,000.00	\$ 1.38	5,227,200	\$ 7,200,000.00		
Fairgrounds & Expo						
Western Town	new	\$ 120.00	sq. ft.	4,000	sq. ft.	\$ 480,000
Stables	new	\$ 40.00		30,000		\$ 1,200,000
Livestock	new	\$ 40.00		100,000		\$ 4,000,000
Premium	new	\$ 75.00		8,000		\$ 600,000
New Expo	new	\$ 100.30		100,000		\$ 10,030,000
						\$ 16,310,000
Infrastructure						
	139,044	\$ 3.19	120	\$ 16,685,303		
Total						
						\$ 40,195,303

FAIRGROUNDS & EXPO (OPTION 2)						
Purchase of Property						
Acres	Cost Per Acre	Cost per SF	required space	totals		
120	\$ 15,000.00	\$ 0.34	5,227,200	\$ 1,800,000.00		
Fairgrounds & Expo						
Western Town	new	\$ 120.00	sq. ft.	4,000	sq. ft.	\$ 480,000
Stables	new	\$ 40.00		30,000		\$ 1,200,000
Livestock	new	\$ 40.00		100,000		\$ 4,000,000
Premium	new	\$ 75.00		8,000		\$ 600,000
New Expo	new	\$ 100.30		100,000		\$ 10,030,000
						\$ 16,310,000
Infrastructure						
	139,044	\$ 3.19	120	\$ 16,685,303		
Total						
						\$ 34,795,303

NOTE: Infrastructure Costs include planning, design, engineering, fees, on-site and offsite costs and landscaping for entire 120 acres. On-site includes paved parking (50 acres), sidewalks, lighting, landscaping, electrical, irrigation, base course, paving, concrete and striping. Off-site includes extending services to the site in a 2 mile collector-status roadway.

*This estimate provided by Jim Conger of Conger Management Group for Colliers International. Detail available.

COSTS TO RELOCATE FAIR AND EXPO MURGURTIO SITE

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New Fairgrounds

Option 1

Purchase of Property	Acres	Cost Per Acre	Cost per SF	required space	totals
MURGURTIO	120	\$ -	\$ -	5,227,200	\$ -
Fairgrounds			cost per	required space	totals
Livestock Pole Bldgs (2 @ 50,000/sf)			\$ 40.00 sq. ft.	100,000 sq. ft.	\$ 4,000,000
Stables			\$ 40.00 sq. ft.	30,000 sq. ft.	\$ 1,200,000
					\$ 5,200,000
Infrastructure		118,878	2.73	120	\$ 14,265,360
				TOTAL	\$ 19,465,360

Option 2

Purchase of Property	Acres	Cost Per Acre	Cost per SF	required space	totals
KUNA MORA RD	120	\$ 10,000.00	\$ 0.23	5,227,200	\$ 1,200,000.00
Fairgrounds			cost per	required space	totals
Livestock Pole Bldgs (2 @ 50,000/sf)			\$ 40.00 sq. ft.	100,000 sq. ft.	\$ 4,000,000
Stables			\$ 40.00 sq. ft.	30,000 sq. ft.	\$ 1,200,000
					\$ 5,200,000
Infrastructure		118,878	2.73	120	\$ 14,265,360
				TOTAL	\$ 20,665,360

NOTE: Infrastructure Costs include planning, design, engineering, fees, on-site and offsite costs and landscaping for entire 120 acres. On-site includes gravel parking (50 acres), sidewalks, lighting, no landscaping, electrical, irrigation, base course, paving, concrete and striping. Off-site includes extending services to the site in a 2 mile collector-status roadway.

*This estimate provided by Jim Conger of Conger Management Group for Colliers International. Detail available.

RECOMMENDED SITE FEASIBILITY ANALYSIS

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Fairgrounds Summary | March 2009

CURRENT PROPERTY SUMMARY

	Status Quo A1.1 (As-Is)	Status Quo A1.1 (new Expo)	Hybrid A1.2	Hybrid A1.2a	Clean Slate
Total Infrastructure Costs	\$ 27,264,814	\$ 33,911,371	\$ 38,456,887	\$ 11,973,856	\$ 13,121,800.00
Total Salable Acres	96	96	153	159	199
Break even Sale Price (Acre)	\$ 284,008	\$ 353,243	\$ 251,352	\$ 75,307	\$ 65,939
Break even Sale Price (SF)	\$ 6.52	\$ 8.11	\$ 5.77	\$ 1.73	\$ 1.51

New Fairgrounds Summary

	Option 1	Option 2
Acres	120	120
Land Purchase Price		\$ 1,200,000
Site Work/Infrastructure	\$ 14,265,360	\$ 14,265,360
Buildings	\$ 5,200,000	\$ 5,200,000
Total Cost	\$ 19,465,360	\$ 20,665,360

Fairgrounds & Expo Summary

	Option 1	Option 2
Acres	120	120
Land Purchase Price		\$ 1,200,000
Site Work/Infrastructure	\$ 16,685,303	\$ 16,685,303
Buildings	\$ 16,310,000	\$ 16,310,000
Total	\$ 32,995,303	\$ 34,195,303

COST OF SALE OF EXISTING PROPERTY WITH PURCHASE OF NEW FACILITY

Price that salable acres must be sold at to break even

New Fairgrounds

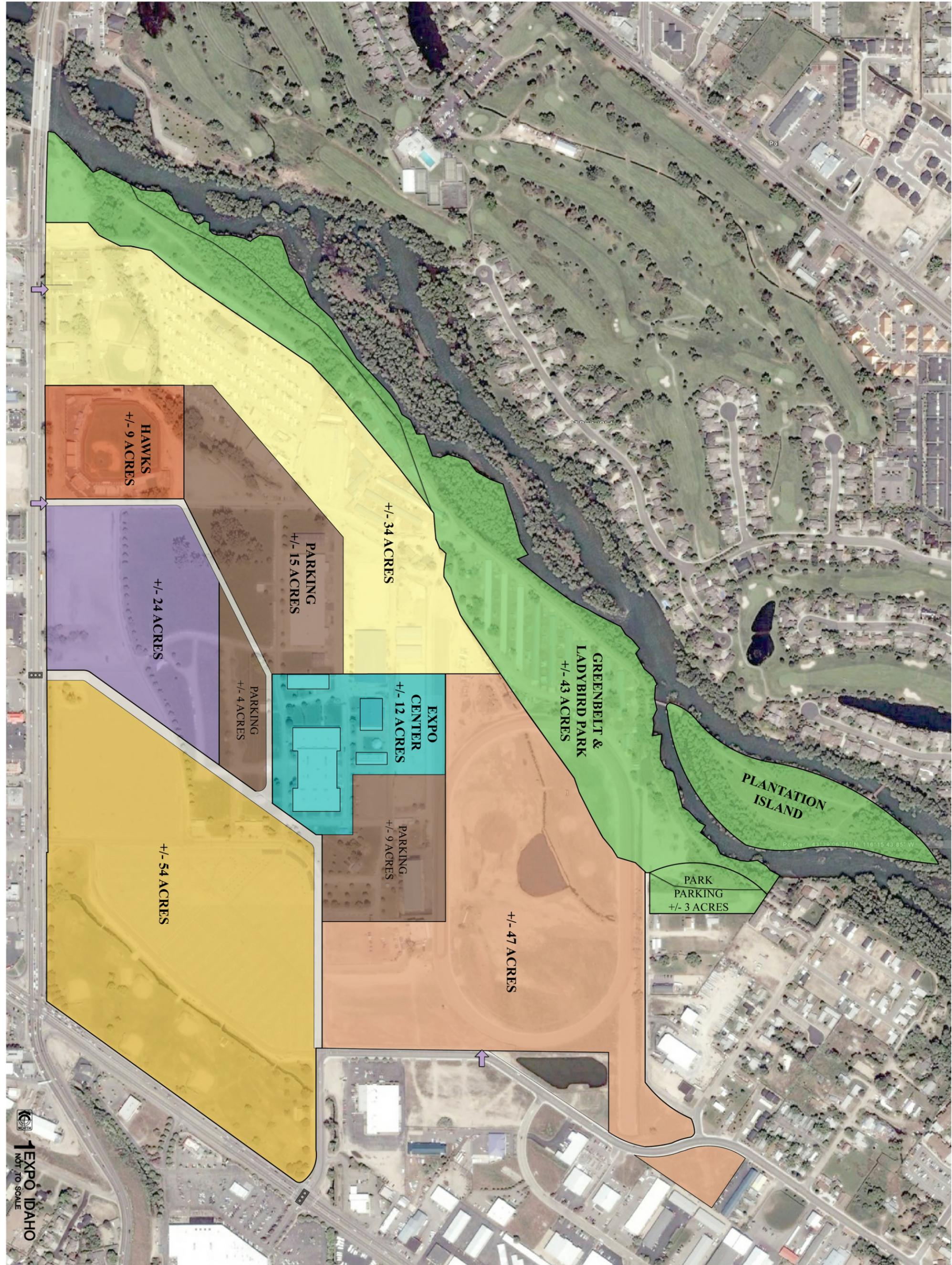
- Option 1 per acre
- Option 1 per sf
- Option 2 per acre
- Option 2 per sf

	Hybrid A1.2	Hybrid A1.2a
	\$ 378,576.77	\$ 197,730.92
	\$ 8.69	\$ 4.54
	\$ 474,851	\$ 205,278
	\$ 10.90	\$ 4.71

Fairgrounds & Expo

- Option 1 per acre
- Option 1 per sf
- Option 2 per acre
- Option 2 per sf

	Clean Slate
	\$ 231,744
	\$ 5.32
	\$ 237,774
	\$ 5.46



EXPO IDAHO
NOT TO SCALE

<p>SHEET</p> <p>A1.2</p>	<p>SHEET TITLE</p> <p>HYBRID</p>	<p>PROJECT</p> <p>07241</p> <p>DRAWN</p> <p>SMP</p>	<p>DATE</p> <p>10-14-08</p> <p>CHECKED</p> <p>SS</p>	<p>EXPO IDAHO 5610 GLENWOOD BOISE, IDAHO</p>	<p>COLLIERS INTERNATIONAL</p>	<p>CSHQQA</p> <p>C.W. MOORE PLAZA 250 S. 5TH ST. • BOISE, ID 83702 (208) 343-4635 • FAX (208) 343-1858 http://www.cshqqa.com</p>	<p>C.W. MOORE PLAZA 250 S. 5TH ST BOISE, IDAHO PHONE: 208-343-4635 FAX: 208-343-1858</p> <p><small>THESE DRAWINGS AND SPECIFICATIONS, AS INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT / ENGINEER WHOSE THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANY PERSON OR ENTITY ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT, OR COMPLETION OF THIS PROJECT WHEN PHASED WITHOUT THE WRITTEN CONSENT OF CSHQQA OR ITS AFFILIATES. Copyright © 2008</small></p>	<p>PRELIMINARY NOT FOR CONSTRUCTION</p>
		<p>PROJECT</p> <p>07241</p> <p>DRAWN</p> <p>SMP</p>	<p>DATE</p> <p>10-14-08</p> <p>CHECKED</p> <p>SS</p>					