



City of Boise Resolution Agreement

Parks & Recreation
150 N Capitol Blvd
Boise, ID 83702
(208) 972-8531

TO: Mayor and Council
FROM: Jennifer Tomlinson, Parks & Recreation
NUMBER: RES-299-21
DATE: July 8, 2021
SUBJECT: Agreement to Transfer Potential Carbon Credits - Treasure Valley Canopy Network

BACKGROUND:

Boise Parks and Recreation (BPR) has been working with the Treasure Valley Canopy Network (TVCN) on new and innovative ways to increase investment in our urban canopy. The TVCN has approached both the City of Boise and Nampa to gauge the level of interest in participating in a pilot project to secure City Forest Carbon Credits. City Forest Carbon Credits is a nonprofit carbon registry that manages carbon protocols and impact standards for metro areas in the U.S.

The city will enter into an agreement with the Treasure Valley Canopy Network to transfer potential carbon credits that includes the amount of carbon dioxide stored, storm water run-off reduction, energy savings, and air quality benefits arising from the planting and growth of trees in identified parks. The city will receive a portion of the value of the credits upon their sale on the carbon credit market.

FINANCIAL IMPACT:

There is no financial impact to operations of the city as the credits will be managed by a third party non profit.

ATTACHMENTS:

- Agreement to Transfer Potential Credits - Treasure Valley Canopy Network Final Executed Document (PDF)

CITY OF BOISE

Resolution NO. RES-299-21

BY THE COUNCIL

BAGEANT, CLEGG , HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION APPROVING, AS TO BOTH FORM AND CONTENT, AN AGREEMENT TO TRANSFER POTENTIAL CREDITS BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND TREASURE VALLEY CANOPY NETWORK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AGREEMENT ON BEHALF OF BOISE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:

Section 1. That the Agreement to Transfer Potential Credits by and between the city of Boise City and Treasure Valley Canopy Network, a copy of which is attached hereto and incorporated herein by reference, be, and is, approved as to both form and content.

Section 2. That the Mayor and City Clerk, respectively, be, and are, authorized to execute and attest the Agreement to Transfer Potential Credits for and on behalf of the city of Boise City.


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

ADOPTED by the Council of Boise City, Idaho, on July 13, 2021.

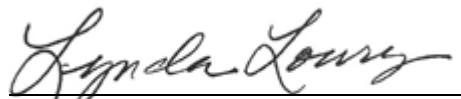
APPROVED by the Mayor of the Boise City, Idaho, on July 13, 2021.

APPROVED:

ATTEST:


Lauren McLean, Mayor




Lynda Lowry, Ex-Officio City Clerk

**Agreement to Transfer Potential Credits
by and between
City of Boise City, Idaho
and
Treasure Valley Canopy Network**

This Agreement to Transfer Potential Credits (“Agreement”) is entered in to this 13th day of July, 2021 (the “Effective Date”) by the City of Boise City, Idaho, an Idaho municipal corporation (the “Landowner”) and Treasure Valley Canopy Network, an Idaho non-profit corporation (the “Project Operator”) whose mission is, in part, to advance projects and programs to support thriving urban forests in the Treasure Valley and who has undertaken a tree-planting project on certain property of Landowner (the “Property”).

WHEREAS, Landowner desires to help Project Operator fund the tree planting project by allowing Project Operator to develop potential carbon and environmental credits that it can attempt to sell to defray project costs or to plant additional trees. The Landowner will receive the benefits of the trees planted in this project at little to no cost to the Landowner and will receive a portion of the value of the credits upon their sale; and

WHEREAS, these potential carbon or environmental credits or offsets include amounts of carbon dioxide stored, storm water run-off reductions, energy savings, fish habitat, and air quality benefits arising from the planting and growth of trees in the Tree Project (“Carbon+ Credits”). Each Carbon+ Credit represents a metric ton of carbon dioxide equivalent (CO₂e), bundled with the quantified co-benefits of rainfall interception, energy savings, and air quality. The Carbon+ Credits will be developed using the protocols and registry of City Forest Credits, a non-profit organization (“CFC”).

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

1. **Rights Granted.** Landowner grants Project Operator the rights to any and all Carbon+ Credits developed from the tree planting project during the term of this Agreement, including rights to register with CFC, and develop and sell the Carbon+ Credits.
2. **Obligations of Landowner.**
 - a. **Tree Planting.** Landowner has planted those trees identified on Exhibit A attached hereto and made a part hereof by this reference, which trees are located in those areas shown on the Property Map, attached hereto as Exhibit B (the “Tree Project”).
 - b. **Tree Upkeep.** Landowner agrees to maintain the Tree Project and to do all those things necessary to ensure the longevity of the trees, which shall include including the trees in Landowner’s tree inventory and performing inspection on such trees in conformance with the City’s tree maintenance and removal standards. Landowner shall not cut, harvest, or damage trees in the Tree Project except in cases of emergency involving fire or flooding or to mitigate hazard if trees are identified as a hazard by the City’s forester.

c. **Accessibility.** Landowner shall ensure that the trees in the Tree Project remain accessible to Project Operator for the duration of this Agreement. In the event that the location of any of the trees becomes closed to the public for any reason, Landowner agrees to grant to Project Operator access to the trees so that Project Operator may perform its annual compliance inspections.

d. **Notification.** In the event that a tree is harvested, damaged, or destroyed (an “Adverse Event”), Landowner agrees to notify Project Operator of the Adverse Event within thirty (30) days of such harvesting, damage, or destruction and the reasons therefor. If an Adverse Event occurs within the first five (5) years of this Agreement and such Adverse Event requires Landowner to remove the tree, Landowner agrees to replace the tree at a location of its choosing.

3. **Landowner Benefits.** Upon the potential sale of the carbon credits, Landowner will receive fifty-one and one tenth percent (51.10%) of the value of the total sale price of the carbon credits created from the project less a \$2.00 per credit payment to City Forest Credits, which will be paid to Landowner as follows (in accordance with CFC Tree Planting Protocols):

Yr 1 (2022)	10% credits issued	Yr 5 (2026)	30% credits issued
Yr 3 (2024)	40% credits issued	Yr 25 (2046)	20% credits issued

4. **Obligations of Project Operator.**

a. **Inspection.** Project Operator or its designee shall perform an annual inspection of all trees included within this Tree Project to ensure that the trees are in good health and that Landowner is in compliance with its obligations hereunder.

b. **Sale of Carbon+ Credits.** Project Operator will pay all costs and assume all responsibilities for development and sale of Carbon+ Credits from the Tree Project.

5. **Landowner Representations.** Landowner represents that it has authority to enter this agreement, and that the Property is free from any liens, claims, encumbrances, tenancies, restrictions, or easements that would prevent or interfere with the rights to Carbon+ Credits granted under this Agreement.

6. **Project Operator Representations.** Project Operator represents that it has the capacities necessary to execute its obligations under this agreement.

7. **Default.** If either party is in default of this Agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this Agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

8. **Term of Agreement and Option to Renew.** This Agreement shall remain in force for 25 years after the Effective Date of the Agreement. Project Operator and Landowner may renew or renegotiate this Agreement for a second term upon mutual agreement.

9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.

10. **Notification.** Any notices required to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by electronic mail at the following addresses:

Project Operator		Landowner	
Name:	Lance Davisson Treasure Valley Canopy Network	Name:	
Title:	President	Title:	
Address:	1307 N. 16 th Street Boise, Idaho 83702	Address:	
Phone:	208-994-1135	Phone:	
Email:	coordinator@tvcanopy.net	Email:	

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

CITY OF BOISE

PROJECT OPERATOR

Approved by:

 7/13/21
Lauren McLean, Mayor

 7/13/21
Lance Davisson, President
Treasure Valley Tree Canopy Network

Attest:

 7/13/21
Lynda Lowry, ex-officio City Clerk



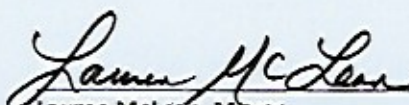
10. **Notification.** Any notices required to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by electronic mail at the following addresses:

Project Operator		Landowner	
Name:	Lance Davisson Treasure Valley Canopy Network	Name:	CITY OF BOISE JENNIFER TOMLINSON
Title:	President	Title:	PARKS SUPERINTENDENT
Address:	1307 N. 16 th Street Boise, Idaho 83702	Address:	BOISE PARKS & REC 1104 ROYAL BLVD, BOISE, ID 83706
Phone:	208 994 1135	Phone:	208-608-7637
Email:	coordinator@tvcanopy.net	Email:	jtomlinson@cityofboise.org

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

CITY OF BOISE
Approved by:

PROJECT OPERATOR

 7/13/21
Lauren McLean, Mayor


Lance Davisson, President
Treasure Valley Tree Canopy Network

Attest:

 7/13/21
Lynda Lowry, ex officio City Clerk



Exhibit A
Tree Type and Location

Totals (2018 – 2021) – 9 Parks & 504 Trees

Franklin Park (2018) - 26 Trees
310 S Hilton St, Boise, ID 83705

6	Crimson Sunset Maple
5	Spring Snow Crabapple
1	Pacific Sunset Maple
6	Canada Red Chokecherry
1	Northern Red Oak
3	Vanderwolf Pine
2	Kentucky Coffeetree
2	Colorado Blue Spruce

Magnolia Park (2018) - 124 Trees
7136 N Bogart Ln, Boise, ID 83714

1	Amur Maple
1	Crimson King Maple
4	Deborah Maple
3	Pacific Sunset Maple
2	River Birch
2	Redbud
2	Autumn Purple Ash
6	Sunburst Honeylocust
3	London Plane Tree 'Bloodgood'
5	Sweet Gum
5	Tulip Tree
13	Centurion Crabapple
3	Dawn Redwood
1	Spring Snow Crabapple
7	Norway Spruce
10	Black Hills Spruce
16	Austrian Pine
6	Blue Spruce
6	Scotch Pine
8	Canada Red Chokecherry
1	English Oak
8	Northern Red Oak
3	Weeping Willow
3	Japanese Pagoda Tree
5	Littleleaf Linden

Pine Grove Park (2018) - 51 Trees

750 S Maple Grove Rd, Boise, ID 83709

3	London Planetree
8	Blue Spruce
7	Canada Red Chokecherry
12	Pacific Sunset Maple
8	Honeylocust
6	Eastern Redbud
7	Littleleaf Linden

Hyatt Hidden Lakes (Existing Park)(2018) – 25 Trees

5301 N Maple Grove Rd, Boise, ID 83704

8	Japanese Pagoda Tree
17	Littleleaf Linden

Mariposa Park (Formerly Sterling Park)(2019) – 116 Trees

9851 W Irving St, Boise, ID 83704

3	Crimson King Maple
2	London Planetree
3	Littleleaf Linden
3	Japanese Pagoda Tree
2	Deborah Maple
5	River Birch
1	Kentucky Coffeetree
1	Autumn Purple Ash
5	Honeylocust
2	Sweetgum
3	Tuliptree
4	Crabapple
8	Dawn Redwood
8	Spring Snow Crabapple
19	Austrian Pine
7	Black Hills Spruce
5	Norway Spruce
8	Blue Spruce
4	Scotch Pine
4	White Pine
5	Canada Red Chokecherry
7	English Oak
3	Northern Red Oak
4	Willow

Harrison Hollow (2020) – 23 Trees

2455 Harrison Hollow Lane, Boise, ID 83702

- 6 Honeylocust
- 8 Serviceberry
- 5 Douglas Hawthorne
- 2 Hackberry
- 2 Japanese Pagoda Tree

Bernadine Quinn Riverside Park (2020) – 48 Trees

3150 W Pleasanton Ave, Boise, ID 83702

- 5 Japanese Pagoda Tree
- 5 Tuliptree
- 7 River Birch
- 2 Kentucky Coffeetree
- 3 Black Hills Spruce
- 11 Honeylocust
- 2 London Planetree
- 5 Northern Red Oak
- 2 Black Hawthorne
- 3 Serviceberry
- 3 Western Larch

Westside Downtown Park / Cherie Buckner-Webb (2021) – 51 Trees

1100 W Bannock St, Boise, ID 83702

- 21 Spring Snow Crabapple
- 2 Northern Red Oak
- 11 Tuliptree
- 17 Honeylocust

Bowler Park (2021) – 40 Trees

4403 S Surprise Way, Boise, ID 83706

- 3 Colorado Blue Spruce
- 4 Scotch Pine
- 4 Canada Red Chokecherry
- 10 Shademaster Honeylocust
- 3 American Linden
- 4 Tulip Tree
- 3 Northern Red Oak
- 3 Spring Snow Crabapple
- 6 European Hornbeam

Exhibit B
Map of Tree Locations

City of Boise Tree Credit Transfer Program

