

CAPITAL CITY DEVELOPMENT CORPORATION  
Board of Commissioners Meeting  
Conference Room, Fifth Floor, 121 N. 9th Street  
April 13, 2015 12:00 p.m.

A G E N D A

I. **CALL TO ORDER**.....Chairman Hale

II. **AGENDA CHANGES/ADDITIONS**.....Chairman Hale

III. **CONSENT AGENDA**

- A. Expenses
  - 1. Approval of Paid Invoice Report – March 2015
  - 2. Quarterly Financial Report
  
- B. Minutes and Reports
  - 1. Approval of Special Meeting Minutes from March 9, 2015
  - 2. Approval of Regular Meeting Minutes from March 9, 2015
  - 3. Approval of Regular Meeting Minutes from March 17, 2015

IV. **ACTION ITEM**

- A. CONSIDER: Resolution #1386 Approving Contract Award for 2015 River Myrtle-Old Boise Streetscapes Project (10 minutes).....Mary Watson
  
- B. CONSIDER: Resolution #1387 Pioneer Corridor T4 Participation Agreement and Master Development Agreement (5 minutes).....Shellan Rodriguez
  
- C. CONSIDER: T4 Designation of 8<sup>th</sup> Street Marketplace Streetscape Improvement Project (5 minutes)...  
.....Doug Woodruff

V. **INFORMATION/DISCUSSION ITEMS**

- A. Operations Report (5 minutes).....John Brunelle
  
- B. The Afton (20 minutes).....Mike Hormaechea
  
- C. Housing Study Presentation (20 minutes).....Lorelei Juntunen
  
- D. 2015 Parking Initiatives (10 minutes).....Max Clark


VI. **EXECUTIVE SESSION** Deliberate regarding acquisition of an interest in real property which is not owned by a public agency [Idaho Code 67-2345(1)(c)] Communicate with legal counsel to discuss the legal ramifications and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated [Idaho Code 67-2345(1)(f)]

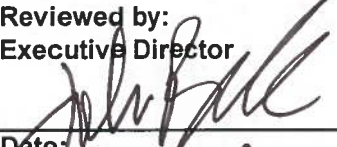
VII. **ADJOURN**

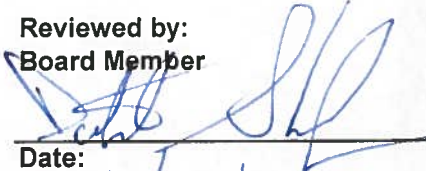
*This meeting is being conducted in a location accessible to those with physical disabilities. Participants may request reasonable accommodations, including but not limited to a language interpreter, from CCDC to facilitate their participation in the meeting. For assistance with accommodation, contact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

**Capital City Development Corp  
ACH & Cash Disbursements Report  
For the Period 3/1/15 through 3/31/15  
Board Officer Review**

Payee	Description	ACH Date	Amount
<b>Debt Service:</b>			
<b>Ampco Parking:</b>			
Monthly Parkers ACH	Payments from Monthly Parkers	3/6/2015	(10,667.00)
Ampco	Parking Operations & Admin Exp - January	3/2/2015	178,238.63
Ampco	Parking Operations & Admin Exp - February	3/25/2015	152,459.79
<b>Payroll:</b>			
EFTPS - IRS	Federal Payroll Taxes	3/4/2015	9,337.98
Idaho State Tax Commission	State Payroll Taxes	3/4/2015	1,639.00
CCDC Employees	Direct Deposits Net Pay	3/4/2015	24,020.84
PERSI	Retirement Payment	3/2/2015	9,199.63
PERSI	Retirement Payment	3/16/2015	9,775.74
EFTPS - IRS	Federal Payroll Taxes	3/18/2015	10,060.72
Idaho State Tax Commission	State Payroll Taxes	3/18/2015	1,740.00
CCDC Employees	Direct Deposits Net Pay	3/18/2015	26,405.76
PERSI	Retirement Payment	3/30/2015	10,132.99
<b>Other:</b>			
Valley Regional Transit	Annual Dues	3/9/2015	24,113.00
Valley Regional Transit	Local Match MSS	3/9/2015	248.70
Paid Invoices	Checks and Electronic payments		334,544.72
<b>Grand Totals</b>	<b>Total ACH Transfer</b>		<b>\$ 781,250.50</b>

Reviewed by:  
Finance Director  
  
Date:  
4/8/15

Reviewed by:  
Executive Director  
  
Date:  
4/9/15

Reviewed by:  
Board Member  
  
Date:  
4/9/15

## Report Criteria:

Detail report type printed

[Report]. Check Issue Date = 03/01/2015-03/31/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
1139	American Cleaning Service	40109	Windown Cleaning Service	03/16/2015	399.00	60971	03/27/2015
Total 1139:					399.00		
3838	American Fire Protection L	6501	Monthly pump inspection	02/16/2015	110.00	60972	03/27/2015
Total 3838:					110.00		
3559	Aurora Technical Consultin	1825	PC Support	02/28/2015	760.00	60930	03/06/2015
		1836	Cloud storage	03/04/2015	320.40	60930	03/06/2015
Total 3559:					1,080.40		
3885	Berkley North Pacific Grou	TRAILHEAD	TRAILHEAD GENERAL LI	03/26/2015	127.00	60973	03/27/2015
Total 3885:					127.00		
1292	Berryhill & Co.	11674	Board work session lunche	03/06/2015	273.40	60952	03/17/2015
Total 1292:					273.40		
1316	Blue Cross of Idaho	1503600036	Health Insurance	03/01/2015	14,614.28	60922	03/01/2015
Total 1316:					14,614.28		
1331	Boise Centre	0008016-IN	Snow/ice removal	01/23/2015	1,199.85	60931	03/06/2015
		0008028-IN	Grove Maintenance	03/01/2015	2,450.00	60931	03/06/2015
Total 1331:					3,649.85		
1385	Boise City Utility Billing	107 N 9TH M	CD 107 S 9th-Trash servic	03/01/2015	212.54	60953	03/17/2015
		107 N 9TH M	RM 107 S 9th-Trash servic	03/01/2015	144.51	60953	03/17/2015
		107 N 9TH M	WS 107 S 9th-Trash servic	03/01/2015	67.99	60953	03/17/2015
		1401 W IDA	1401 W Idaho St #0584042	03/01/2015	71.93	60953	03/17/2015
		611 S 8TH M	611 8th Sewer #00775000	03/01/2015	218.35	60953	03/17/2015
		620 S 9TH M	620 S 9th Sewer #0126730	03/01/2015	13.09	60953	03/17/2015
		808 W RIVE	808 W River St #05802280	03/01/2015	117.64	60953	03/17/2015
		848 MAIN M	848 Main St # 0447418001	03/01/2015	5.64	60953	03/17/2015
Total 1385:					851.69		
1424	Boise Office Equip - Servic	IN386058	Copier maintenance	03/02/2015	280.00	60954	03/17/2015
Total 1424:					280.00		
3898	Carver Thorton Yount (CT	15-0211	27th Street Corridor	02/28/2015	7,000.00	60955	03/17/2015
Total 3898:					7,000.00		
1556	Caselle Inc.	63012	Contract support	03/01/2015	787.33	60923	03/01/2015
		63664	Contract support	04/01/2015	787.33	60974	03/27/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 1556:					1,574.66		
1703	CSHQA	27063	Capital Terrace Drainage -	02/28/2015	800.00	60975	03/27/2015
Total 1703:					800.00		
1787	Downtown Boise Associati	1213	CD Clean Team	02/28/2015	4,387.26	60932	03/06/2015
		1214	8th St Clean Team	02/28/2015	546.00	60932	03/06/2015
Total 1787:					4,933.26		
3884	ECONorthwest	15452	Downtown Boise Housing	02/28/2015	730.82	60933	03/06/2015
Total 3884:					730.82		
1832	Eide Bailly LLP	EI00235798	Final Audit Billing/Additiona	03/01/2015	750.00	60976	03/27/2015
Total 1832:					750.00		
1838	Elam & Burke P.A.	156051	CCDC/GBAD Financing	01/31/2015	210.00	60934	03/06/2015
		156052	Ken Howell/Cap Terr Proje	01/31/2015	151.00	60934	03/06/2015
		156053	305-1 RM Implement	01/31/2015	40.00	60934	03/06/2015
		156054	Associated Warehouse	01/31/2015	459.00	60934	03/06/2015
		156055	Multi Modal Center	01/31/2015	818.00	60934	03/06/2015
		156056	Central District Closeout	01/31/2015	60.00	60934	03/06/2015
		156057	2011 B Note (Series b Bon	01/31/2015	80.00	60934	03/06/2015
		156058	Bank of American LOC	01/31/2015	580.00	60934	03/06/2015
		156059	Auditorium District Expansi	01/31/2015	3,260.70	60934	03/06/2015
		156060	Ada County Courthouse Bo	01/31/2015	80.00	60934	03/06/2015
		156061	101-0 General	01/31/2015	230.50	60934	03/06/2015
		156062	401-0 Parking	01/31/2015	713.50	60934	03/06/2015
		156063	305-1 RM Implement	01/31/2015	5,425.00	60934	03/06/2015
		156064	101-0 Legislation	01/31/2015	300.00	60934	03/06/2015
		156065	305-2 Westside	01/31/2015	1,475.00	60934	03/06/2015
Total 1838:					13,882.70		
3906	Evermore Prints	67764	Strategic Work Session	03/06/2015	.00	60977	03/27/2015
Total 3906:					.00		
3905	Famous Idaho Potato Bowl	2014-CCDC-	2014 Potato Bowl Downto	03/01/2015	1,850.00	60956	03/17/2015
Total 3905:					1,850.00		
1898	Fiberpipe	1817-16826	Email, Audio, & Domain	03/01/2015	69.90	60935	03/06/2015
Total 1898:					69.90		
3807	FreedomVoice Systems	2015-030106	Monthly Service	02/27/2015	484.73	60936	03/06/2015
Total 3807:					484.73		
3892	Henriksen Butler Design Gr	34107	New office furniture-50% Fi	02/25/2015	5,353.24	60937	03/06/2015



Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3892:					5,353.24		
2129	Idaho Blueprint & Supply C	385881-IN	Grove Street	02/27/2015	170.88	60938	03/06/2015
		386733	CIP Map	03/06/2015	28.92	60978	03/27/2015
		386995	Foam Core Board - Office	03/13/2015	77.59	60978	03/27/2015
		387045	Zoning Map	03/16/2015	33.00	60978	03/27/2015
Total 2129:					310.39		
2165	Idaho Power	109 S 10TH	Grove Vault #2205983212	02/28/2015	40.68	60957	03/17/2015
		350 N 9TH F	9th St outlets #220040660	02/28/2015	3.48	60957	03/17/2015
		611 S 8TH S	611 S 8th Acct# 22031866	02/28/2015	62.42	60957	03/17/2015
		620 S 9TH F	620 S 9th # 2205420140	02/28/2015	117.40	60957	03/17/2015
		728 W MAIN	8th St lights #2202934903	02/28/2015	70.46	60957	03/17/2015
		9TH AND ST	9th & State # 2201627995	02/28/2015	3.54	60957	03/17/2015
Total 2165:					297.98		
2240	Intermountain Gas Compa	611 S 8TH F	611 S 8th Acct # 14078200	02/27/2015	202.67	60939	03/06/2015
		617 S ASH F	617 Ash St #12600200-089	02/27/2015	13.23	60939	03/06/2015
		620 S 9TH F	620 S 9th Acct # 15248300	02/27/2015	242.97	60939	03/06/2015
Total 2240:					458.87		
3808	Jed Split Creative	1520	Logo templates and mappi	03/10/2015	2,250.00	60979	03/27/2015
		1520	Logo templates and mappi	03/10/2015	900.00	60979	03/27/2015
		1521	Graphics and Business Car	03/10/2015	2,418.75	60979	03/27/2015
		1522	Boise Green Bike Signage	03/10/2015	281.35	60979	03/27/2015
		1523	Business Cards	03/10/2015	297.03	60979	03/27/2015
Total 3808:					6,147.13		
2288	Jensen Belts	1434B-3	2015 WS SS Design devel	02/28/2015	4,883.36	60980	03/27/2015
Total 2288:					4,883.36		
3882	KC Gardner Riverwoods, L	JAN15 DRA	Remediation of Contaminat	01/14/2015	97,138.88	60940	03/06/2015
Total 3882:					97,138.88		
3439	KPFF Consulting Engineer	0315-115702	Capitol Terrace Waterproof	02/28/2015	3,960.00	60981	03/27/2015
Total 3439:					3,960.00		
1745	LaFollette, Deah	DEAH 02.23.	Insurance deduct reimburs	02/23/2015	22.89-	10109	03/17/2015
Total 1745:					22.89-		
2396	Leland Consulting Group	5491.1.3	Downtown Boise Housing	01/31/2015	1,750.00	60941	03/06/2015
		5491.1.4	Downtown Boise Housing	02/28/2015	6,250.00	60958	03/17/2015
Total 2396:					8,000.00		
2456	Masonry Center Inc.	001-0404937	Grove Plaza 2.0 Dogbones	03/18/2015	48,000.00	60982	03/27/2015
		001-0404937	Grove Plaza 2.0 Dogbones	03/18/2015	37,600.00-	60982	03/27/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 2456:					10,400.00		
2621	Office Depot Inc.	7554944660	Misc office supplies	02/13/2015	3.98	60942	03/06/2015
		7554944660	Stamps	02/13/2015	50.00	60942	03/06/2015
		7584312380	Misc office supplies	03/03/2015	24.99	60959	03/17/2015
		7584312940	Misc office supplies	03/03/2015	141.79	60959	03/17/2015
		7588089370	Misc office supplies	03/05/2015	13.56	60983	03/27/2015
		7588089370	Stamps	03/05/2015	50.00	60983	03/27/2015
		7588090120	Misc office supplies	03/05/2015	3.99	60983	03/27/2015
		7588090130	Misc office supplies	03/05/2015	3.29	60983	03/27/2015
		7592655900	Misc office supplies	03/09/2015	143.44	60983	03/27/2015
		7592655940	Misc office supplies	03/07/2015	4.79	60983	03/27/2015
Total 2621:					439.83		
3886	OmniPark Inc	2195	Thermal Paper - Remainin	02/01/2015	79.00	60924	03/01/2015
Total 3886:					79.00		
3901	Plaza 121 Building	DBA DUES 2	DBA Dues - Parking Office	03/01/2015	182.94	60925	03/01/2015
		DBA DUES 2	DBA Dues - CCDC	03/01/2015	438.46	60925	03/01/2015
Total 3901:					621.40		
2774	Pro Care Landscape Mana	300350225	9th & Front St Spring Clea	02/25/2015	152.00	60943	03/06/2015
		301050225	Dormant Oil Cleanup	02/25/2015	125.00	60943	03/06/2015
		312850225	503 S Ash Street SPring Cl	02/25/2015	85.00	60943	03/06/2015
		320150225	9th St Myrtle to Lee St.	02/25/2015	190.00	60943	03/06/2015
		357450225	617 Ash St Spring Clean	02/25/2015	95.00	60943	03/06/2015
		361050225	SprinG Clean - Main, 10th t	02/25/2015	38.00	60943	03/06/2015
Total 2774:					685.00		
2798	Quadrant Consulting Inc.	8233	2015 OB Streetscape-Con	02/26/2015	14,945.84	60944	03/06/2015
		8234	2014 Streetscapes CA/bid/	02/26/2015	810.00	60944	03/06/2015
Total 2798:					15,755.84		
3653	Redevelopment Associatio	2015 LEGISL	Legislative Fees Contributi	01/26/2015	17,000.00	60945	03/06/2015
Total 3653:					17,000.00		
2888	Roper Investments	FEB2015	Capitol Terrace Condo billi	02/28/2015	2,970.03	60946	03/06/2015
Total 2888:					2,970.03		
3540	Russ McCreas Builders	015006	CCDC Office Improvement	03/09/2015	2,897.00	60960	03/17/2015
		15006A	Additional Work - Outlets a	03/09/2015	210.00	60960	03/17/2015
		15007	Sheetrock/Tape/Mud @ Tr	03/09/2015	485.00	60960	03/17/2015
		15009	New Light Switch - Joey's	03/13/2015	95.00	60960	03/17/2015
Total 3540:					3,687.00		
3542	Security LLC - Plaza 121	030115	Office rent	03/01/2015	9,566.93	60926	03/01/2015
		030115	Office rent for records proje	03/01/2015	1,115.00	60926	03/01/2015
		030115	Parking office rent	03/01/2015	3,513.00	60926	03/01/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3542:					14,194.93		
3494	Shred-It Boise	9404888568	Document Shredding	02/02/2015	76.57	60984	03/27/2015
Total 3494:					76.57		
3029	State Insurance Fund	11103390	Premium Adjustment	01/31/2015	474.00	60947	03/06/2015
Total 3029:					474.00		
3815	Synoptek LLC	228879	DPPS Website Design	02/28/2015	63.75	60961	03/17/2015
Total 3815:					63.75		
3831	The Land Group Inc.	0134258	Pioneer Pathway - Initial C	02/28/2015	1,747.50	60962	03/17/2015
Total 3831:					1,747.50		
3751	The Parking Consultants	200477	Parking Feasibility Study	01/31/2015	1,410.00	60927	03/01/2015
Total 3751:					1,410.00		
3894	The WaterCooler	1216A	Gas bill assistance for Wat	02/28/2015	904.05	60985	03/27/2015
		1216B	Power bill assistance for W	02/28/2015	348.65	60985	03/27/2015
Total 3894:					1,252.70		
3693	Trademark Sign Company	1847	Phase II - install signage	03/10/2015	1,610.00	60986	03/27/2015
Total 3693:					1,610.00		
3170	Treasure Valley Coffee Inc.	2160:039623	Coffee & tea	03/09/2015	86.40	60963	03/17/2015
		2160:039642	Water & Cooler Rental	03/10/2015	87.00	60963	03/17/2015
Total 3170:					173.40		
3819	TW Telecom	06875467	Internet & Data	03/10/2015	669.20	60987	03/27/2015
Total 3819:					669.20		
3233	United Heritage	MAY 2015	Disability insurance	03/01/2015	502.69	60928	03/01/2015
Total 3233:					502.69		
3242	United Water	1401 W IDA	1401 W Idaho St #0600459	03/17/2015	37.01	60988	03/27/2015
		1413 W IDA	1413 w Idaho St #0600776	03/17/2015	27.90	60988	03/27/2015
		611 S 8TH M	611 S 8th St Water #06008	03/16/2015	299.51	60988	03/27/2015
		617 ASH MA	617 Ash St water #060063	03/16/2015	21.92	60988	03/27/2015
		620 S 9TH M	620 S 9th Water #0600071	03/16/2015	30.92	60988	03/27/2015
		6TH & MAIN	6th & Main St #060038331	03/17/2015	21.92	60988	03/27/2015
		866 MAIN M	Eastman office #06000337	03/16/2015	57.92	60988	03/27/2015
		8TH & GROV	8th & GROVE #060072175	03/16/2015	73.22	60988	03/27/2015
Total 3242:					570.32		
3479	US Bank - Copier Lease	272512567	Copier Contr #500-037566	02/16/2015	421.88	60929	03/01/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3479:					421.88		
3835	US Bank - Credit Cards	022515A	CA - Amazon.com, Book fo	02/25/2015	66.94	10111	03/09/2015
		022515A	CA - Wal-Mart, Pait for Car	02/25/2015	7.78	10111	03/09/2015
		022515A	CA - Snake River Tea, Coff	02/25/2015	72.88	10111	03/09/2015
		022515A	CA - Juniper Joint, Meals -	02/25/2015	72.25	10111	03/09/2015
		022515A	CA - Lowes, Coat Hooks	02/25/2015	15.81	10111	03/09/2015
		022515A	CA- Wayfair.com, Coffee M	02/25/2015	71.88	10111	03/09/2015
		022515A	CA - Webstraunt, Coffee M	02/25/2015	75.46	10111	03/09/2015
		022515A	CA - Albertsons, Kitchen S	02/25/2015	23.38	10111	03/09/2015
		022515A	RB - Government Finance	02/25/2015	380.00	10111	03/09/2015
		022515A	RB - Government Finance	02/25/2015	40.00	10111	03/09/2015
		022515A	JB - Snake River Tea, Coff	02/25/2015	10.38	10111	03/09/2015
		022515A	JB - Alavita, Gardner Grou	02/25/2015	44.63	10111	03/09/2015
		022515A	JB - Ross Stores, Office Su	02/25/2015	8.47	10111	03/09/2015
		022515A	JB - Standard Restaurant,	02/25/2015	138.85	10111	03/09/2015
		022515A	JB - Big Lots, Clock for Bo	02/25/2015	33.92	10111	03/09/2015
		022515A	BH - Evermore Prints, Grov	02/25/2015	21.20	10111	03/09/2015
		022515A	BH - Baldwin Lock & Key,	02/25/2015	1.86	10111	03/09/2015
		022515A	BH - City of Boise, CoO for	02/25/2015	157.50	10111	03/09/2015
		022515A	BH - City of Boise, CoO for	02/25/2015	3.94	10111	03/09/2015
		022515A	DI - BOMA Boise, Event R	02/25/2015	85.00	10111	03/09/2015
		022515A	DI - Albertsons, Kitchen Su	02/25/2015	20.11	10111	03/09/2015
		022515A	DL - Pita Pit, CDFA Webin	02/25/2015	28.83	10111	03/09/2015
		022515A	DL - Human Resource Ass	02/25/2015	150.00	10111	03/09/2015
		022515A	DI - Bluebird, Executive Co	02/25/2015	53.70	10111	03/09/2015
		022515A	DL - ULI, Reg. for Todd B.	02/25/2015	30.00	10111	03/09/2015
		022515A	DI - Online Classifieds, Job	02/25/2015	437.50	10111	03/09/2015
		022515A	DI - Active Office Furniture,	02/25/2015	86.55-	10111	03/09/2015
		022515A	DI - Active Office Furniture,	02/25/2015	269.00	10111	03/09/2015
		022515A	SR - CDFA, Finance Web	02/25/2015	550.00	10111	03/09/2015
		022515A	SR - City Club, City Club of	02/25/2015	18.00	10111	03/09/2015
		022515A	SR - ULI, Registration	02/25/2015	30.00	10111	03/09/2015
		022515A	SR - Trader JOes, Kitchen	02/25/2015	1.90	10111	03/09/2015
		022515A	SR - CDFA, Bond Finance	02/25/2015	550.00	10111	03/09/2015
Total 3835:					3,384.62		
3864	USI Idaho Kibble & Prentic	1572557	Bldg 8 Package Premium	03/23/2015	30,360.00	60989	03/27/2015
		1572560	Bldg 8 Umbrella	03/23/2015	4,824.00	60989	03/27/2015
Total 3864:					35,184.00		
3266	Valley Regional Transit	15651	Annual Dues - Central Distr	02/01/2015	24,113.00	10112	03/09/2015
		16353	Local match contribution-M	01/31/2015	248.70	10112	03/09/2015
Total 3266:					24,361.70		
3841	VoiceText Communications	02/22/15-250	Conference calls	02/22/2015	19.36	60964	03/17/2015
Total 3841:					19.36		
3870	Welsh Studios	19214	Staff photos	03/25/2015	600.00	60990	03/27/2015
Total 3870:					600.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3365	Westerberg & Associates	171	Legislative Advisement Ser	02/27/2015	5,000.00	60948	03/06/2015
Total 3365:					5,000.00		
3374	Western States Equipment	WO0700981	Bldg 8 generator inspection	03/06/2015	622.75	60991	03/27/2015
Total 3374:					622.75		
3419	Zimmer Gunsul Frasca Arc	91744	Grove Plaza	01/31/2015	10,578.60	60965	03/17/2015
Total 3419:					10,578.60		
Grand Totals:					334,544.72		

## Report Criteria:

Detail report type printed

[Report]. Check Issue Date = 03/01/2015-03/31/2015



**FY 2015 Year-to-Date Financial Report**  
**Through FIRST QUARTER**  
October 1, 2014 - December 31, 2014

Capital City Development Corporation  
**FY 2015 Year-to-Date Financial Report**  
**Through FIRST QUARTER**  
October 1, 2014 – December 31, 2014

This report includes all budgeted funds of the Capital City Development Corporation.

The **BUDGET SUMMARY** report provides an overview of actual revenues and expenses relative to the total annual approved budget. For parking revenues and routine expenditures, about 25 percent of the budgeted amounts should be received or expended as of the first quarter. Tax increment revenues are primarily received in the second and fourth quarters. Debt service is paid in the second and fourth quarters. Capital project expenditures are typically incurred in the third and fourth quarters. If revenues exceed expenditures, a transfer to fund balance is reported. If expenditures exceed revenues, a use of fund balance is reported.

The **OPERATING REVENUES** report identifies primary revenues (Revenue Allocation and parking) and provides a comparison between Year-to-Date Budget and Year-to-Date Actual for each Revenue Allocation District and parking facility. Prior year Actuals are also included for reference.

**HIGHLIGHTS:**

**REVENUES: In line with expectations and Approved Budget.**

***RAD Revenue:*** Revenue Allocation District revenues received in the first quarter of Fiscal Year 2015 was \$228,000 less than anticipated. The majority of this revenue is received in January and July of each year.

***Parking Revenue:*** Actual parking revenues received in the First Quarter are above budgeted amounts by 2%.

**EXPENSES: In line with expectations and Approved Budget.**

***Operating Expenditures:*** Operating expenses were 21% of the annual budget amount as of the end of the First Quarter.

***Debt Service:*** Expenditures for parking garage debt service primarily consists of bond payments that occur in March and September. The March payment is interest only. The September payment is principle and interest.

***Capital Outlay:*** Capital Outlay expenditures for the First Quarter were below budget. Most of the expenses for capital projects hit during the construction season which corresponds with the Agency's Third and Fourth Quarters. Capital projects planning and design are underway in the First Quarter.

***Pass-Through:*** Revenue and expenses from the Ada County Courthouse Corridor Project are related to bonds and ground leases. The Agency receives from Ada County and passes through all revenue for debt service. Most expense activity is the interest-only payments in February and principle and interest payments in August.

## BUDGET SUMMARY

CCDC FY 2015 BUDGET REVENUE SUMMARY	2015 BUDGET	2015 ACTUAL	% Actual to Budget
<b>Revenue from Operations</b>			
Revenue Allocation (Tax Increment)	10,940,000	78,470	0.7%
Parking Revenue	5,057,255	1,329,421	26.3%
Other Revenues	200,200	18,227	9.1%
Subtotal	<u>16,197,455</u>	<u>1,426,118</u>	8.8%
<b>Other Sources</b>			
Misc. Revenues	71,000	16,943	23.9%
Revolving Line of Credit (RLOC for Non-Operating Expenses)	7,000,000	-	0.0%
Use of (Transfer to) Fund Balance	5,983,725	560,789	9.4%
Subtotal	<u>13,054,725</u>	<u>577,733</u>	4.4%
<b>Subtotal - Revenue from Operations</b>	<b>29,252,180</b>	<b>2,003,850</b>	<b>6.9%</b>
<b>Pass-Through Revenue</b>			
Courthouse Corridor Project	37,592,213	48,137	0.1%
<b>TOTAL REVENUE</b>	<b><u>66,844,393</u></b>	<b><u>2,051,987</u></b>	<b>3.1%</b>
<b>CCDC FY 2015 BUDGET EXPENSES SUMMARY</b>			
<b>Operating Expense</b>			
Interagency Partnerships	122,490	40,442	33.0%
Legal Services	229,000	45,628	19.9%
Parking Operator (Contractor)	1,969,784	450,345	22.9%
Personnel Costs	1,540,994	300,547	19.5%
Predevelopment Services	795,000	37,735	4.7%
Professional Services	495,860	91,638	18.5%
Rent, Maintenance, Office	675,141	264,665	39.2%
Repairs/Maintenance: Streets & Facilities	372,250	50,714	13.6%
Subtotal	<u>6,200,519</u>	<u>1,281,714</u>	20.7%
<b>Debt Service</b>			
Parking Garage Debt Service	3,734,361	-	0.0%
<b>Capital Outlay</b>			
Identified Capital Improvement Projects	11,016,550	671,328	6.1%
Potential Capital Improvement Projects	5,450,000	-	0.0%
Parking Reinvestment Plan	912,000	50,808	5.6%
Property Development	1,938,750	-	0.0%
Subtotal	<u>19,317,300</u>	<u>722,136</u>	3.7%
<b>Subtotal - Expenses for Operations</b>	<b><u>29,252,180</u></b>	<b><u>2,003,850</u></b>	<b>6.9%</b>
<b>Pass-Through Expense</b>			
Courthouse Corridor Project	37,592,213	48,137	0.1%
<b>TOTAL EXPENSE</b>	<b><u>66,844,393</u></b>	<b><u>2,051,987</u></b>	<b>3.1%</b>



## OPERATING REVENUES

REVENUE ALLOCATION DISTRICT (RAD) & PARKING SYSTEM REVENUE SUMMARY  
 FY 2015 QUARTERLY REVENUE REPORT  
 Q1 (OCT - DEC 2014)

Activity	FY 2014 Actual Revenue	FY 2015 Total Budget	FY 2015			
			YTD Budget	YTD Actual	YTD \$	YTD %
<b>RAD</b>						
Central	2,851,066	3,800,000	101,263	104	(101,159)	0%
River	4,623,546	5,100,000	127,092	25,917	(101,175)	20%
Westside	1,504,647	1,900,000	78,261	52,280	(25,981)	67%
30th St	37,833	140,000	217	169	(48)	78%
<b>TOTAL RAD</b>	<b>9,017,092</b>	<b>10,940,000</b>	<b>306,833</b>	<b>78,470</b>	<b>(228,363)</b>	<b>26%</b>
<b>PARKING BY GARAGE</b>						
Eastman	824,223	921,360	239,243	247,817	8,574	104%
Capitol Terrace	1,308,667	1,353,320	340,654	332,188	(8,466)	98%
City Centre	1,094,125	1,165,259	304,704	313,413	8,709	103%
Grove Street	589,513	616,134	157,388	178,147	20,759	113%
Boulevard	304,451	323,185	89,999	84,210	(5,789)	94%
Myrtle Street	587,290	607,498	154,329	150,442	(3,887)	97%
Misc. Parking	71,975	60,500	15,125	23,204	8,079	153%
<b>TOTAL PARKING</b>	<b>4,780,244</b>	<b>5,047,256</b>	<b>1,301,442</b>	<b>1,329,421</b>	<b>27,979</b>	<b>102%</b>
Misc. Revenue	580,212	200,200	50,050	18,227	(31,823)	36%
<b>TOTAL</b>	<b>14,377,548</b>	<b>16,187,456</b>	<b>1,658,325</b>	<b>1,426,118</b>	<b>(232,207)</b>	<b>86%</b>

**RECONCILIATION TO OPERATING REVENUES - FY2015:**

Total Revenues Approved Budget	\$66,844,393
Courthouse Corridor Project (pass-through payment)	(37,592,213)
Use of Fund Balance	(5,983,725)
Miscellaneous Lease Revenue	(71,000)
Operating Revenues	<u>\$23,197,455</u>

MINUTES OF SPECIAL WORK SESSION  
BOARD OF COMMISSIONERS  
CAPITAL CITY DEVELOPMENT CORPORATION  
121 N. 9th St., Conference Room  
Boise, ID 83702  
March 9, 2015 9:00 a.m.

**I. CALL TO ORDER:** Chairman Hale convened the meeting with a quorum at 9:09 a.m.

Present were: Commissioner Pat Shalz , Commissioner Dana Zuckerman, Commissioner Ryan Woodings, Commissioner Lauren McLean, Commissioner John Hale, Commissioner David Bieter, and Commissioner David Eberle. Commissioner Stacy Pearson was absent.

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Max Clark, Parking and Facilities Director; Ross Borden, Finance Director; Deah LaFollette, Executive Assistant. Also present was Agency legal counsel, Ryan Armbruster.

**II. CONSIDER: Changes, Modification, or Addition to the Agenda:**

A motion was made by Commissioner Eberle to add an Executive Session to deliberate regarding acquisition of an interest in real property which is not owned by a public agency [Idaho Code § 67-2345(1)(c)]. The need for the Executive Session came after the agenda was posted. Commissioner Zuckerman seconded the motion. All said Aye.

**III. WORK SESSION:**

A discussion was held. No Resolutions were presented for the Board's consideration and no decisions were made at this meeting.

**IV. EXECUTIVE SESSION:**

A motion was made by Commissioner Eberle to go into an executive session at 11:41 a.m. to deliberate regarding acquisition of an interest in real property which is not owned by a public agency [Idaho Code § 67-2345(1)(c)]. Commissioner Shalz seconded the motion. A roll call vote was taken;

Commissioner Woodings; Aye  
Commissioner McLean; Aye  
Commissioner Shalz; Aye  
Commissioner Hale; Aye  
Commissioner Zuckerman; Aye  
Commissioner Bieter; Aye  
Commissioner Eberle; Aye

All said Aye. The motion carried 7-0.

Communications ensued to discuss acquisition of real property which is not owned by a public agency.

**EXECUTIVE SESSION ADJOURNMENT:**

A motion was made by Commissioner Zuckerman to adjourn executive session at 12:02 p.m. and return to the public meeting. Commissioner McLean seconded the motion. A roll call vote was taken;

Commissioner Woodings; Aye  
Commissioner McLean; Aye  
Commissioner Hale; Aye  
Commissioner Zuckerman; Aye  
Commissioner Bieter; Aye  
Commissioner Eberle; Aye

All said Aye. The motion carried 7-0.

**V. ADJOURNMENT:**

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

All said Aye.

The meeting was adjourned at 12:02 p.m.

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ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**John Hale, Chair**

\_\_\_\_\_  
**Pat Shalz, Secretary**

MINUTES OF REGULAR MEETING  
BOARD OF COMMISSIONERS  
CAPITAL CITY DEVELOPMENT CORPORATION  
121 N. 9th St., Conference Room  
Boise, ID 83702  
March 9, 2015 12:00 p.m.

**I. CALL TO ORDER:** Chairman Hale convened the meeting with a quorum at 12:06 p.m.

Present were: Commissioner Pat Shalz , Commissioner Dana Zuckerman, Commissioner Ryan Woodings, Commissioner Lauren McLean, Commissioner John Hale, Commissioner David Bieter, and Commissioner David Eberle. Commissioner Stacy Pearson was absent.

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Max Clark, Parking and Facilities Director; Ross Borden, Finance Director; Ben Houpt, Project Coordinator; Pam Sheldon, Contracts Specialist; Joey Chen, Controller; Kevin Martin, Accountant; Mary Watson, Contracts Manager; Doug Woodruff, Project Manager; Shellan Rodriguez, Project Manager; Matt Edmond, Project Manager; Karl Woods, Project Manager; Deah LaFollette, Executive Assistant. Also present was Agency legal counsel, Ryan Armbruster.

**II. CONSIDER: Changes, Modification, or Addition to the Agenda:**

Add a Board discussion regarding legislative items under V. Information/Discussion.

Agenda Item IV. H will move after IV. B.

**III. CONSENT AGENDA:**

Commissioner Zuckerman moved to approve the Consent Agenda. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 7-0.

The Consent Agenda consisted of the following actions:

- A. Expenses
  - 1. Approval of Paid Invoice Report – February 2015
- B. Minutes and Reports
  - 1. Approval of Meeting Minutes from February 9, 2015
- C. Other
  - 1. Adopt Resolution #1380 Sole Source Procurement of Tree Grates & Frames for 2015 Streetscape Projects

**IV. ACTION ITEMS:**

**A. PUBLIC HEARING: 2014 Annual Report**

Chair Hale opened the meeting to the public at 12:08pm. There was no public comment made. The public hearing was closed at 12:10pm.

**B. CONSIDER: Approve 2014 Annual Report**

John Brunelle, CCDC Executive Director, gave a report.

Commissioner Zuckerman move to accept the 2014 Annual Report and to direct staff to deliver it to the Boise City Clerk, post it on the Agency's website, then publish notice in the *Idaho Statesman* that it has been filed and is available for review in the City Clerk's Office as well as at CCDC and on CCDC's website. Commissioner Woodings seconded the motion.

All said Aye. The motion carried 7-0.

**H. CONSIDER: Resolution #1383 Approval of T3 Participation Agreement for Athlos**

Todd Bunderson, CCDC Development Director, gave a report.

Commissioner Bieter moved to adopt Resolution #1383 authorizing the execution of the Type 3 Participation Agreement with Athlos Academies for their renovation of the CC Anderson Building at 10th and Idaho. *Commissioner Eberle seconded the motion.*

All said Aye. The motion carried 7-0.

**C. CONSIDER: Resolution #1381 Selection of On Call Parking Consultant**

Max Clark, CCDC Parking & Facilities Director, gave a report.

Commissioner Zuckerman moved to adopt Resolution 1381 authorizing the Executive Director to negotiate and enter into a five year, non-exclusive agreement with Kimley-Horn for on-call parking consultant services. *Commissioner Eberle seconded the motion.*

All said Aye. The motion carried 7-0.

**D. CONSIDER: Resolution #1375 Awarding Contract for Historic Street Lights**

Mary Watson, CCDC Contracts Manager, gave a report.

Katie Miller, Idaho Lighting Solutions, addressed the Board.

Commissioner Eberle moved to withdraw the bid and reissue with a 30 period to resubmit. Commissioner Bieter seconded the motion.

All said Aye. The motion carried 7-0.

**E. CONSIDER: Resolution #1384 Several easements for ingress/egress/air rights and connection from CCDC to the Gardner Group for the Clearwater Office Building and the Auditorium District Center (expansion) Building**

Doug Woodruff, CCDC Project Manager, gave a report.

Dave Wali, Gardner Company, gave a report.

Commissioner Zuckerman moved to adopt resolution 1384 authorizing the execution of the Declaration of Access Easement and Centre Air Rights Easement . Commissioner Eberle seconded the motion.

All said Aye. The motion carried 7-0.

**F. CONSIDER: Resolution #1385 Consent to Easement granted by Block 22 LLC to the Auditorium District for the Arena Air Rights Concourse (increased use of previous easement granted by CCDC to Block 22)**

Doug Woodruff, CCDC Project Manager, gave a report.

Ryan Armbruster, Agency Legal Counsel, stated that there were minor changes to the Easement that clarify when Block 22 is required to pay its allocated cost to improvements that are occurring in that space.

Commissioner Zuckerman moved to adopt resolution 1385 consenting to the Concourse Easement granted Block 22 LLC to the Greater Boise Auditorium District . Commissioner Eberle seconded the motion.

All said Aye. The motion carried 7-0.

**G. CONSIDER: Resolution #1382 Approval of T4 Participation Agreement with City of Boise for Geothermal Expansion Local Match**

Doug Woodruff, CCDC Project Manager, gave a report.

Commissioner McLean moved to adopt Resolution #1382 authorizing the execution of the Type 4 Participation Agreement for Capital Improvement Reimbursement of the LIV District Geothermal Expansion. Commissioner Zuckerman seconded the motion.

All said Aye. The motion carried 7-0.

**V. INFORMATION/DISCUSSION ITEMS**

**A. Operations Report**

John Brunelle, CCDC Executive Director, gave a report.

**B. Charter for the Grove Plaza (Grove 2.0)**

Doug Woodruff, CCDC Project Manager, gave a report.

**C. Legislative Discussion**

**VII. ADJOURNMENT:**

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

All said Aye.

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

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ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE \_\_\_\_ day of \_\_\_\_\_, 2015.

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**John Hale, Chair**

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**Pat Shalz, Secretary**

MINUTES OF REGULAR MEETING  
BOARD OF COMMISSIONERS  
CAPITAL CITY DEVELOPMENT CORPORATION  
121 N. 9th St., Conference Room  
Boise, ID 83702  
March 17, 2015 10:00 a.m.

**I. CALL TO ORDER:** Chairman Hale convened the meeting with a quorum at 10:05 p.m.

Present were: Commissioner Pat Shalz , Commissioner Dana Zuckerman, Commissioner Ryan Woodings, Commissioner Lauren McLean, Commissioner John Hale, Commissioner Stacy Pearson, Commissioner David Eberle. Commissioner David Bieter arrived at 10:08 a.m.

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Max Clark, Parking and Facilities Director; Ross Borden, Finance Director; Ben Houpt, Project Coordinator; Pam Sheldon, Contracts Specialist; Joey Chen, Controller; Kevin Martin, Accountant; Mary Watson, Contracts Manager; Doug Woodruff, Project Manager; Shellan Rodriguez, Project Manager; Matt Edmond, Project Manager; Karl Woods, Project Manager; Deah LaFollette, Executive Assistant. Also present was Agency legal counsel, Ryan Armbruster.

**II. CONSIDER: Changes, Modification, or Addition to the Agenda:**

Commissioner Eberle moved to amend the March 17, 2015 agenda in accordance with Idaho Code Section 67-2343 to add Action Item C to consider Old Boise Streetscape – Contractor Acquisition of historic Street Lights. Information about this item was not available at the time notice for the special meeting was given. The item was added to this special meeting agenda which was posted at the Agency’s principle office as early as possible, but it was just shy of the 24-hour notice requirements of the state statue. Commissioner Zuckerman seconded the motion. All said Aye.

**III. ACTION ITEMS:**

**A. CONSIDER: Old Boise Streetscape – Contractor Acquisition of Historic Street Lights**

Mary Watson, CCDC Contracts Manager, gave a report.

Commissioner Eberle moved that we direct staff to take steps to amend the Invitation to Bid for the 2015 River Myrtle-Old Boise District Streetscape Project to add historic street lights to the list of street furnishings to be supplied by the contractor. Commissioner Zuckerman seconded the motion.

All said Aye. The motion carried 8-0.

**B. CONSIDER: Hayman House Archaeological Dig**

Shellan Rodriguez, CCDC Project Manager, gave a report.

Commissioner Bieter arrived at 10:08 a.m.



Commissioner Zuckerman moved to authorize CCDC staff to allow the proposed River Street Public Archaeological Project on CCDC Ash Street properties to occur during the Summer of 2015 contingent upon the final negotiation and execution of all documentation deemed necessary by staff including but not limited to hold harmless agreements, a curation agreement and proof of proper insurance. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 8-0.

### **C. CONSIDER: 5th and Idaho Mixed Use Project – Participation Program Designation**

Shellan Rodriguez, CCDC Project Manager, gave a report.

Commissioner Zuckerman moved move to Designate the streetscapes of this project as a potential T4 Public Private Coordination Project. Commissioner Eberle seconded the motion.

Commissioner Bieter moved to designate the public open space and any eligible utility costs as a T2 General Assistance project. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 8-0.

## **V. INFORMATION/DISCUSSION ITEMS**

### **A. 1401 W Idaho RFP/Q Update**

John Brunelle, CCDC Executive Director, gave a report.

### **B. Preservation Idaho Hayman House Proposal**

John Bertram, Preservation Idaho, gave a report.

### **C. The Afton**

Shellan Rodriguez, CCDC Project Manager, gave a report.

## **VI. EXECUTIVE SESSION:**

A motion was made by Commissioner Eberle to go into an executive session at 11:00 a.m. to deliberate regarding acquisition of an interest in real property which is not owned by a public agency [Idaho Code § 67-2345(1)(c)] and to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated [Idaho Code Section 67-2345 (1)(f)]. Commissioner Zuckerman seconded the motion. A roll call vote was taken;

Commissioner Woodings; Aye  
Commissioner McLean; Aye  
Commissioner Shalz; Aye  
Commissioner Hale; Aye  
Commissioner Zuckerman; Aye  
Commissioner Bieter; Aye  
Commissioner Pearson; Aye

Commissioner Eberle; Aye

All said Aye. The motion carried 8-0.

Communications ensued to discuss acquisition of real property which is not owned by a public agency.

Commissioner Bieter left the meeting at 11:25 a.m.

**EXECUTIVE SESSION ADJOURNMENT:**

A motion was made by Commissioner Zuckerman to adjourn executive session at 11:55 a.m. and return to the public meeting. Commissioner McLean seconded the motion. A roll call vote was taken;

Commissioner Woodings; Aye  
Commissioner McLean; Aye  
Commissioner Hale; Aye  
Commissioner Zuckerman; Aye  
Commissioner Shalz; Aye  
Commissioner Pearson; Aye  
Commissioner Eberle; Aye

All said Aye. The motion carried 7-0.

**VII. ADJOURNMENT:**

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

All said Aye.

The meeting was adjourned at 11:56 p.m.

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ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**John Hale, Chair**

\_\_\_\_\_  
**Pat Shalz, Secretary**



**AGENDA BILL**

<b>Agenda Subject:</b> Contract Award for 2015 River Myrtle-Old Boise Streetscapes Project		<b>Date:</b> April 13, 2015
<b>Staff Contact:</b> Mary Watson	<b>Attachments:</b> 1: Project Location Map 2. Location of Bid Alternate #1 - Old Boise LLC Property 3. Resolution No. 1386	
<b>Action Requested:</b> Adopt Resolution No. 1386 awarding the contract for the 2015 River Myrtle-Old Boise Streetscapes Project to Guho Corp.		

**Background:**

The CCDC FY2015 streetscape program includes two major projects in the River Myrtle-Old Boise and Westside urban renewal districts. In advance of inviting bids for these projects, CCDC conducted a pre-qualification process for public works contractors per Idaho Code § 67-2805(3)(b). On February 9, 2015, the CCDC Board of Commissioners adopted Resolution No. 1376 selecting Guho Corp. and Wright Brothers, The Building Company, Eagle LLC as prequalified public works contractors for the 2015 streetscape projects.

CCDC issued a bid invitation for the River Myrtle-Old Boise Streetscapes Project on March 11, 2015 to the two prequalified contractors. The bid invitation included a base bid and bid alternate. The location of the block faces included in this project and the areas corresponding to the base bid and bid alternate are shown in Attachment 1. The bid alternate was created to get a separate price for the construction of streetscape along a property owned by Old Boise LLC. Whether the bid alternate is included or excluded depends on Old Boise LLC's timeline for redevelopment of its property, which is discussed later in this report.

Bids were received from both prequalified firms on April 2, as follows:

<u>Firm</u>	<u>Base Bid</u>	<u>Bid Alternate #1</u>	<u>Total</u>
Guho Corp.	\$1,225,000.00	\$225,489.00	\$1,450,489.00
Wright Brothers, The Building Company, Eagle LLC	\$1,321,445.00	\$271,936.00	\$1,593,381.00

Both bids were submitted by the due date and time and met all of the required statutory and administrative criteria for submission, and both bidders have appropriate, valid public works

contractor licenses. Guho Corp. offered the lower price for both the Base Bid and Bid Alternate #1, so Guho Corp. is the lowest responsive bidder regardless of whether the contract includes the Base Bid only or both Base Bid and Bid Alternate #1.

### Bid Alternate #1

Bid Alternate #1 includes two parcels on the southwest corner of 5<sup>th</sup> and Idaho streets owned by Old Boise LLC (see Attachment 2). The proposed streetscape improvements along the Idaho Street side include excavation of a 4-5 foot deep trench from curb to property line, installation of Silva Cells, street trees and grates, and full-width brick paving from curb to the property line. Along the 5<sup>th</sup> Street side of the property, the existing tree lawn and trees would remain, and the concrete sidewalk would be replaced with brick pavers. No Silva Cells will be installed on the 5<sup>th</sup> Street side. There are three driveway cuts that would be improved with brick pavers.

Prior to issuing the Bid Invitation, CCDC learned that Old Boise LLC was pursuing a development project on this property with a construction start date as soon as this fall. The Old Boise LLC project contemplates removal of three existing driveway cuts. So if CCDC's streetscape project occurs *prior* to that development, CCDC or the property owner would be in a situation of having to pick up and re-do a very recent streetscape installation at that corner.

The best time to build the streetscape improvements would be with the Old Boise LLC project, similar to the situation with the recent City Hall streetscapes and the Owyhee Place streetscapes – both of which were built through Type 4 participation agreements. Under these agreements, CCDC funds the cost of the improvements and the property owner's contractor constructs them.

Bid Alternate #1 was specifically identified in the Bid Invitation to allow for the frontages along the Old Boise LLC property to be excluded from the 2015 River Myrtle-Old Boise Streetscapes Project. The Bid Invitation also explained to the bidders that "inclusion of...Bid Alternate #1...depends in part on the adjacent property owner's timeline for redevelopment of its property." Given what is known at this time, staff is recommending that Bid Alternate #1 be excluded from the contract award. Even if the development project is delayed for 12-24 months, staff feels coordinating the timing of the streetscape improvements with the schedule for the Old Boise LLC project is the best course of action.

### **Fiscal Notes:**

CCDC's FY2015 budget includes \$1,915,000 for all costs associated with the River Myrtle-Old Boise Streetscapes Project, which include construction; consultant services for design, bidding, permitting, testing and construction administration; and contingency. Sufficient funding is available to proceed with this project.

**Staff Recommendation:**

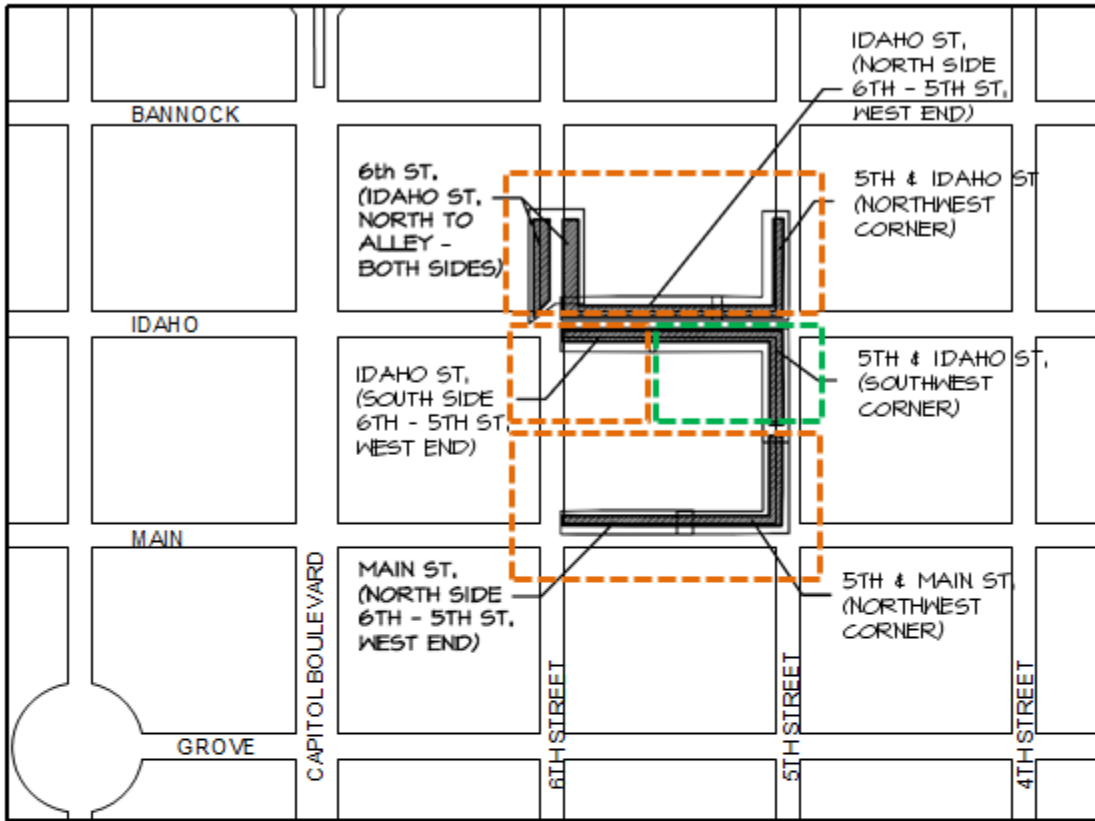
1. The Board adopt Resolution No. 1386 awarding the construction contract for the 2015 River Myrtle-Old Streetscapes Project to Guho Corp. for the Base Bid amount and exclude Bid Alternate #1 from the contract award.
2. The Board authorize the Executive Director to negotiate and execute the contract, and to expend funds up to the amount bid for the Base Bid plus a 20% contingency. This percentage takes into account the uncertain nature of digging into existing streets and sidewalks first established in the late 1800s.



**Suggested Motion:**

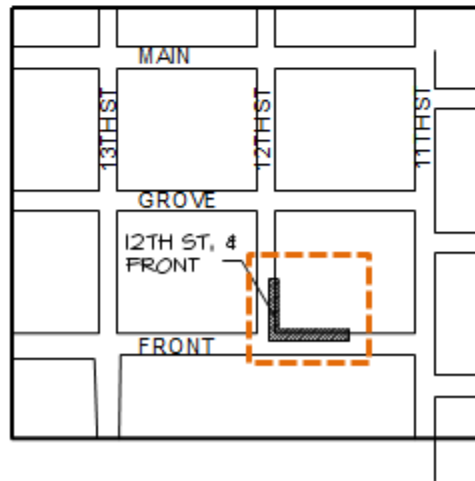
I move to adopt Resolution No. 1386 awarding the construction contract for the River Myrtle-Old Boise Streetscape Project to Guho Corp. for the Base Bid amount of \$1,225,000 and authorizing the Executive Director to take all necessary steps to negotiate and execute the contract, and to expend funds as set forth in the resolution.

**Attachment 1  
Project Location Map**

**River Myrtle - Old Boise District Streetscapes Project**



-  BASE BID AREA
-  BID ALTERNATE #1 AREA





This map is a user generated static output from an internet mapping site and is for general reference only. Data layers may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION OR LEGAL PURPOSES.

## Attachment 2 Bid Alternate #1 - Old Boise LLC Property



**RESOLUTION NO. 1386**

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, FINDING GUHO CORP. SUBMITTED THE LOWEST RESPONSIVE BASE BID FOR 2015 RIVER MYRTLE-OLD BOISE STREETSCAPES PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT BETWEEN THE AGENCY AND GUHO CORP. TO UNDERTAKE AND COMPLETE THE 2015 RIVER MYRTLE-OLD BOISE STREETSCAPES PROJECT; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, Idaho Code § 67-2805(3)(b) provides for a two-stage bidding process for procurement of public works construction which includes:

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

WHEREAS, Idaho Code § 67-2805(3)(b) allows a political jurisdiction to examine a public works contractor’s qualifications related to the following:

- Demonstrated technical competence
- Experience constructing similar facilities
- Prior experience with the political subdivision
- Availability of resources, equipment, and personnel
- Overall performance history; and

WHEREAS, the Agency issued a Request for Statements of Qualifications from Licensed Public Works Contractors for the Old Boise-Westside Streetscape Projects (“RFQ”) on December 9, 2014, and published notice of the RFQ on December 9 and 15, 2014; and,



WHEREAS, the CCDC Board of Commissioners (“Board”) received submissions from Guho Corp. and Wright Brothers, The Building Company, Eagle LLC (“Wright Brothers”); and,

WHEREAS, the Board adopted Resolution No. 1376 prequalifying both firms as the only two companies eligible to submit competitive bids for the Old Boise Streetscape Project and the Westside Streetscape Project (collectively the 2015 Streetscape Projects); and,

WHEREAS, CCDC issued a Project Manual & Invitation to Bid for the Old Boise Streetscapes Project (“Bid Invitation”) (now renamed the 2015 River Myrtle-Old Boise District Streetscapes Project or “Project”) on March 11, 2015 which invited offers on a Base Bid project and Bid Alternate #1 project from the prequalified companies; and,

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

WHEREAS, CCDC received sealed bids per Idaho Code § 67-2805(3)(b) from Guho Corp. and Wright Brothers by the due date and time by 3:00 p.m. on April 2, 2015; and,

WHEREAS, both bids met all of the required statutory and administrative criteria for submission and both bidders have appropriate, valid public works contractors licenses; and,

WHEREAS, Guho Corp had the lowest responsive bid for the Base Bid and for the Bid Alternate #1; and,

WHEREAS, Bid Alternate #1 includes two parcels owned by Old Boise LLC on the southwest corner of 5<sup>th</sup> and Idaho streets; and,

WHEREAS, the streetscape design for the frontages on the Old Boise LLC property reflects existing conditions including three driveway cuts which would be retained and rebuilt using brick pavers and the installation of Silva Cells and street trees, grates and frames that reflect the location of the driveway cuts; and,

WHEREAS, Old Boise LLC is pursuing a development project on this property which is likely to occur in the next 12 – 24 months that would remove the driveway cuts and rebuild the sidewalk in a different configuration than now exists; and,

WHEREAS, including Bid Alternate #1 in the contract award would likely result in either CCDC or the property owner having to re-do a very recent streetscape installation; and,

WHEREAS, the Bid Alternate #1 was specifically identified in the Bid Invitation to allow the sidewalk frontages along the Old Boise LLC property to be excluded from the Project and the Bid Invitation explained to the bidders that inclusion of Bid Alternate #1 depended in part on the adjacent property owner’s timeline for redevelopment of its property; and,

WHEREAS, CCDC staff is recommending that the best course of action is to coordinate the timing of the streetscape improvements along the Old Boise LLC property with the timeline for the property's redevelopment and that Bid Alternate #1 be excluded from the contract award; and,

WHEREAS, CCDC staff is recommending to the Board that the contract award for the 2015 River Myrtle-Old Boise District Streetscape Project be for the Base Bid amount, and that this award be made to Guho Corp. as the lowest responsive bidder for the Base Bid; and,

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

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

Section 2: That the Board hereby finds that Guho Corp. submitted the lowest responsive bid for the Base Bid for the 2015 River Myrtle-Old Boise District Streetscape Project.

Section 3: That the Chair, Vice-Chair, or Executive Director of the Agency are hereby authorized to negotiate, sign and enter into a public works construction agreement with Guho Corp. for the Base Bid amount of \$1,225,000.00, consistent with the Board's stated instructions at the April 13, 2015, Agency Board Meeting and further are hereby authorized to execute all necessary documents required to implement the actions contemplated by the public works construction agreement, subject to representatives by the Executive Director and Agency legal counsel that all conditions precedent to actions and the public works construction agreement or other documents are acceptable based upon advice from Agency's legal counsel that are consistent with the comments and discussions received at the April 13, 2015, Agency Board Meeting.

Section 4: That the Executive Director is further authorized to expend funds for the Base Bid amount of \$1,225,000.00, and up to 20% of this amount for contingencies if determined necessary in his best judgement.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on April 13, 2015. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on April 13, 2015.

URBAN RENEWAL AGENCY OF BOISE CITY:

By: \_\_\_\_\_  
John Hale, Chairman

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

4845-7876-1763, v. 2



**AGENDA BILL**

<b>Agenda Subject:</b> Resolution #1387 Approval of Type 4 Participation Agreement (Public Private Project Coordination) and Master Development Agreement for the Pioneer Pathway Phase 3 from River Street to the Greenbelt.		<b>Date:</b>  4/13/2015
<b>Staff Contact:</b> Shellan Rodriguez	<b>Attachments:</b> 1) Resolution # 1387 2) Project Map 3) Development Agreement (T4 Agreement as an Exhibit)	
<b>Action Requested:</b> Adopt Resolution #1387, approving and authorizing the execution of the Master Development Agreement and Type 4 Participation Agreement with Hormaechea Limited Partnership for the Pioneer Pathway Phase 3.		

**Background:**

CCDC has been working for over 10 years on the creation of the Pioneer Pathway, a bicycle pedestrian pathway connecting the Boise River Greenbelt at Pioneer Bridge to heart of Downtown Boise through the River Street neighborhood and within the River Myrtle-Old Boise URD. Currently, the JUMP project has incorporated the Pioneer Pathway through the property linking it to Broad Street which connects into S 8<sup>th</sup> Street BoDo and the Grove Plaza as well as with the Central Addition LIV District.

The final phase of the Pathway, referred to as Phase 3, connects south side of River Street to the Greenbelt by Ann Morrison Park. Currently a path exists on private property with informal public access but neither the City nor CCDC have a permanent pedestrian easement across all the properties. See attached maps to show the location of the proposed Phase 3 Pioneer Pathway improvements and easement.

Currently the parcels which pathway crosses are part of the Forest River property owned and managed by Hormaechea Limited Partnership. The parcels are for sale and potential buyers have submitted plans to the City to remodel the existing building to an office, production brewery and tap room. The current property owner views the Pioneer Pathway as an important amenity to augmenting the adjacent private property value and is supportive of the improvements of the pathway.

The Owner has therefore agreed to provide a perpetual public easement for no charge that would enable Phase 3 of the Pioneer Pathway to be completed with the condition that the easement area will be improved in a manner that meets or exceeds the existing Phase I and 2 improvements within the next two years.

Staff has been negotiating this easement in conjunction with legal counsel at Boise City and have negotiated a Master Development Agreement and Type 4 Participation Agreement with the property owner. The easement is scheduled to go to the Boise City Council for approval on April 21, 2015.

The Master Development ties the public easement requirements with the Type 4 Participation Agreement. And includes the following key points to insure the Easement gets recorded and the improvements are made:

- The Easement shall be recorded prior to the transfer of land.
- The Easement shall be recorded in the event the Developer has not commenced construction by Oct. 1, 2015 or if CCDC constructs.
- The Easement shall be recorded upon completion of the pathway improvements as per the T4 Agreement.

The Type 4 Participation Agreement will obligate CCDC to reimburse the Owner (or Developer) for capital improvements associated with Phase 3 of the Pioneer Pathway upon completion of the construction consistent with CCDC plans and designs for the Pathway. This is an efficient and cost effective way to achieve the planned public improvement and has worked successfully with the recent Owhyee and City Hall public improvements. The Type 4 Agreement payment will be contingent upon the recordation of a public easement to the benefit of the City of Boise or CCDC.

In the event the developer chooses to not move forward with the Phase 3 improvements the easement will be recorded and CCDC (or another public entity) will be required to commence construction on the Pathway improvements not later than December 31, 2016. This provides incentive for CCDC to commence construction as per the Draft CIP Plan recently reviewed by the Board and provides the owner with assurances that the agency will build the improvements within a reasonable timeframe.

**Fiscal Notes:**

The estimated costs of either reimbursement of eligible public improvement expenses to the Developer or completion of public improvements as initiated by CCDC are expected to be approximately \$500,000.

**Staff Recommendation:**

Approve the Master Development Agreement and the Type 4 Participation Agreement as presented and authorize staff to finalize and execute the Agreement subject to final non-substantive document revisions as reviewed by legal counsel.

**Suggested Motion:**

I move to adopt Resolution #1387 authorizing the Executive Director to finalize documents and execute the Master Development Agreement and Type 4 Participation Agreement with Hormaechea Limited Partnership for the Pioneer Pathway Phase 3 contingent upon finalizing a public easement and completing all necessary exhibits.



**RESOLUTION NO. 1387**

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 4 PARTICIPATION AGREEMENT FOR THE PIONEER PATHWAY PROJECT BY AND BETWEEN THE URBAN RENEWAL AGENCY OF THE CITY OF BOISE AND HORMAECHEA LIMITED PARTNERSHIP; APPROVING THE MASTER DEVELOPMENT AGREEMENT REGARDING THE PIONEER PATHWAY PROJECT BETWEEN THE URBAN RENEWAL AGENCY OF THE CITY OF BOISE AND HORMAECHEA LIMITED PARTNERSHIP; AUTHORIZING THE CHAIRMAN, VICE-CHAIRMAN, OR EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENTS AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Agency, a public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented for the purpose of financing the undertaking of any urban renewal project (collectively the "Act");

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

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

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

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

WHEREAS, Hormaechea Limited Partnership (“Hormaechea”) owns real property (the “Property”) located within the River Myrtle Plan area currently undergoing master plan/redevelopment that includes planned construction of commercial and retail buildings on the Property;

WHEREAS, the City holds an easement on the Property, currently being used for a pedestrian walkway over a portion of the Property;

WHEREAS, Hormaechea has agreed to grant the City an easement for the location of a more developed pedestrian pathway (the “Pioneer Pathway Extension”) that will connect the Pioneer Pathway constructed by Agency from Myrtle Street to River Street, resulting in the extension of the Pioneer Pathway from Myrtle Street to the Boise Greenbelt;

WHEREAS, Agency has in place a Participation Program which includes Type 4 Capital Improvement Program under which Agency initiates capital improvement projects using Agency funds which may be coordinated through a joint effort with private entities and/or other public agencies;

WHEREAS, Agency has determined that it is in the public interest to enter into a Type 4 Participation Agreement with Hormaechea whereby Hormaechea will construct the portion of the Pioneer Pathway Extension and Agency will reimburse Hormaechea for the cost of the work performed by Hormaechea’s contractor on the Pioneer Pathway Extension as specified in the Agreement;

WHEREAS, Agency’s agreement to reimburse Hormaechea for the construction costs for the Pioneer Pathway Extension are expressly contingent on Hormaechea’s grant of an easement to the City for the land upon which the Pioneer Pathway Extension shall be located;

WHEREAS, Agency and Hormaechea have agreed that if Hormaechea does not construct the Pioneer Pathway Extension, Hormaechea shall still grant the Easement to the City and Agency shall have the right to construct the Pioneer Pathway Extension;

WHEREAS, Hormaechea’s grant of the Easement is expressly contingent on either Hormaechea being reimbursed for the costs to construct the Pioneer Pathway Extension or the construction of the Pioneer Pathway Extension by another party (including but not limited to Agency);

WHEREAS, Hormaechea and the City have negotiated the terms of an Easement Agreement;

WHEREAS, Hormaechea and Agency have negotiated the terms of a Master Development Agreement and a Type 4 Participation Agreement;



WHEREAS, the Master Development Agreement is attached hereto as Exhibit A, and incorporated herein as if set forth in full (the “Master Development Agreement”);

WHEREAS, the Type 4 Participation Agreement (“T4 Agreement”) between Agency and Hormaechea is an exhibit to the Master Development Agreement;

WHEREAS, the Easement Agreement (“Easement Agreement”) between the City and Hormaechea is an exhibit to the Master Development Agreement;

WHEREAS, Agency deems it appropriate to approve the Master Development Agreement and the T4 Agreement; and

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Master Development Agreement and the T4 Agreement and to authorize the Chairman, Vice-Chairman, or Executive Director to execute the Master Development Agreement and the T4 Agreement.

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

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

Section 2: That the Master Development Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the T4 Agreement, a copy of which is attached hereto as an exhibit to the Master Development Agreement and incorporated herein by reference, be and the same hereby is approved.

Section 4: That the Chairman, Vice-Chairman, or Executive Director of Agency are hereby authorized to sign and enter into the Master Development Agreement and the T4 Agreement and to execute all necessary documents required to implement the actions contemplated by the Master Development Agreement and the T4 Agreement, subject to representations by Agency staff and Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Master Development Agreement, the T4 Agreement, or other documents are acceptable, upon advice from Agency’s legal counsel that said changes are consistent with the provisions of the Master Development Agreement, the T4 Agreement, and the comments and discussions received at the April 13, 2015, Agency Board meeting; Agency is further authorized to appropriate any and all funds contemplated by the Master Development Agreement and the T4 Agreement and to perform any and all other duties required pursuant to said Master Development Agreement and the T4 Agreement.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on April 13, 2015. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on April 13, 2015.

APPROVED:

By \_\_\_\_\_  
Chairman

ATTEST:  
By \_\_\_\_\_  
Secretary

4829-4730-8323, v. 1



# Pioneer Pathway





## MASTER DEVELOPMENT AGREEMENT

THIS MASTER DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into between Hormaechea Limited Partnership, an Idaho limited partnership (“**Developer**”) and Capital City Development Corporation, an independent public body corporate and politic of the State of Idaho (“**Agency**”), effective the date last indicated below (collectively, the “**Parties**”).

The Parties do hereby enter into this Agreement to memorialize their respective duties, rights and obligations related to the redevelopment of the property described in Exhibit A, incorporated herein by reference, and more commonly known as the “**Property**” or the “\_\_\_\_\_.”

1. **Purpose.** The purpose of this Agreement is to memorialize the Parties’ agreement concerning the grant of an easement (the “**Easement**”) across the Property by Developer to the City of Boise (“**City**”) and the construction of improvements (the “**Pioneer Pathway**”) on the Easement, such improvements to be either: (1) constructed by Developer and reimbursed by Agency; or (2) constructed by Agency (or an entity designated by Agency). Developer wants the Pioneer Pathway to be constructed on the Easement and to have Agency pay the costs for the construction of the Pioneer Pathway. Agency wants the Developer to grant the Easement to the City of Boise and has, contingent on the Developer’s grant of the Easement to the City, agreed to pay the costs of the construction of the Pioneer Pathway.

2. **Defined Terms.** The following terms shall have the definition set forth herein:

a. **Easement.** The Easement is that certain real property depicted on Exhibit B and described and depicted in the Easement Agreement.

b. **Easement Agreement.** The Easement Agreement is attached hereto as Exhibit C.

c. **T4 Participation Agreement.** The T4 Participation Agreement is attached hereto as Exhibit D.

d. **Pioneer Pathway.** The Pioneer Pathway is the pathway to be constructed within the Easement, the final design and plans of which shall be finalized by the Parties as set forth in the T4 Participation Agreement.

e. **Public Project.** The Public Project is the construction of the Pioneer Pathway depicted on Exhibit B.

f. **Site Plan.** The Site Plan is the depiction of the Public Project.

3. **Documents.** To facilitate the development of the Public Project as set forth herein, the Parties have agreed to the form of the following documents (“**Project Documents**”):

a. **Easement Agreement.** Agency and Developer shall execute the agreement substantially in the form attached hereto as Exhibit C, relating to and providing for the design and construction of the Public Project.

b. **T4 Participation Agreement.** Agency and Developer and/or the Developer Affiliate shall execute the agreement substantially in the form attached hereto as Exhibit D, relating to the acquisition and development of the Private Project.

4. **Execution of the T4 Participation Agreement.**

a. Upon execution of this Agreement, Agency shall prepare and finalize the T4 Agreement, which shall include the designs and cost estimates for the Pioneer Pathway.

b. Once the T4 Participation Agreement has been finalized and accepted by Developer, Developer shall execute the T4 Participation Agreement and deliver four (4) original execution copies (executed by Developer) to Agency. Agency shall execute the four (4) original copies of the T4 Participation Agreement, retain two (2) copies and deliver two (2) copies to Developer.

5. **Execution and Recording of the Easement Agreement.**

a. If Developer enters into an agreement to sell or transfer its interest in the Property or any portion of the Property, prior to consummating any such sale or transfer, Developer shall execute and deliver the Easement Agreement to Agency to be recorded. The Parties intend that the Easement Agreement be executed and recorded prior to the Developer’s sale or transfer of any interest in the Property; **or**

b. If Developer constructs the Pioneer Pathway as contemplated by the T4 Participation Agreement, Developer shall execute and deliver the Easement Agreement to Agency to be recorded upon Developer’s completion of the construction of the Pioneer Pathway and Agency’s acceptance of the work as set forth in Section 6 of the T4 Participation Agreement; **or**

c. If Developer notifies Agency Developer has decided not to construct the Pioneer Pathway or Developer has not commenced construction of the

Pioneer Pathway prior to October 1, 2015, Developer shall execute and deliver the Easement Agreement to Agency to be recorded.

**6. Construction of the Pioneer Pathway.**

a. Developer may construct the Pioneer Pathway and be reimbursed for the construction and design costs if Developer begins construction of the Pioneer Pathway on or before October 1, 2015. Developer shall develop a construction schedule for the work set forth in the T4 Participation Agreement. Developer will confer with Agency in the preparation for the schedule for work. Developer shall keep Agency informed as to the status of the development and schedule.

b. If Developer fails to commence construction of the Pioneer Pathway on or before October 1, 2015, Agency may construct the Pioneer Pathway. Agency shall have until December 31, 2016, to commence construction of the Pioneer Pathway.

**7. Termination.** If the construction of the Pioneer Pathway, by either Agency, Agency's assignee, or Developer, does not commence by December 31, 2016, this Agreement shall terminate.

**8. Effect of Termination.** In the event this Contract is terminated as set forth in Section 7, neither Developer nor Agency shall have any further obligations to the other arising under the terms of this Agreement.

**9. Forced Delay.** Neither Agency nor Developer, nor any successor in interest to either Agency or Developer, shall be considered in breach or default of its obligations with respect to the preparation of the Property for redevelopment or the commencement and completion of construction of the improvements, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; lack of materials or labor at commercially reasonable prices or in commercially reasonable quantities; adverse economic conditions; governmental restrictions or priority; litigation; unusually severe weather; acts of another party; environmental analysis, or removal of hazardous or toxic substances; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. The time for the performance of the obligations shall be extended for the period of delay, as mutually determined by Developer and Agency, if the party seeking the extension shall request it in writing of the other party within

thirty (30) days after the beginning of the forced delay. Times of performance under this Agreement may also be extended in writing by Agency and Developer.

**10. Dispute Resolution.** In the event that a dispute arises between Agency and Developer regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

**11. Notice.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

Agency:  
John Brunelle, Executive Director  
Capital City Development Corporation  
121 N. 9<sup>th</sup> Street, Suite 501  
Boise, Idaho 83701

Developer:  
Hormaechea Limited Partnership  
1101 W. River Street, Suite 300  
Boise, ID 83702

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

**12. General Provisions.**

**a. Attorneys' Fees.** In the event either party initiates or defends any legal action or proceeding in any way connected with this Agreement, the prevailing party in any such action or proceeding (in addition to any other relief

which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' fees (including, without limitation, its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

**b. Applicable Law.** The laws of the State of Idaho shall govern the interpretation and enforcement of this Agreement.

**c. Not a Partnership.** The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

**d. No Third Party Beneficiary Rights.** This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

**e. Successors and Assigns.** The terms, covenants, conditions and agreements contained herein shall constitute covenants running with the land and shall be binding upon, and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto. In the event of any sale or conveyance of a party's interest in its Parcel, said party shall remain liable to the other party for the performance of said party's obligations hereunder.

**f. Modification.** This Agreement shall not be modified without the written agreement of all of the parties hereto.

**g. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

EXECUTED as of the date last set forth below.

**CAPITAL CITY DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Chairperson  
\_\_\_\_\_, 2015

Attest:  
\_\_\_\_\_  
Secretary



**HORMAECHEA LIMITED PARTNERSHIP, AN IDAHO LIMITED PARTNERSHIP**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_  
\_\_\_\_\_, 2015

**SCHEDULE OF EXHIBITS**

- Exhibit A – Legal Description
- Exhibit B – Site Plan
- Exhibit C – Easement Agreement
- Exhibit D – T4 Participation Agreement

Exhibit A  
Legal Description

Exhibit B  
Site Plan

Exhibit C  
Easement Agreement

After recording, please return to:

Joshua J. Leonard  
Assistant Boise City Attorney  
150 N. Capitol Boulevard  
P.O. Box 500  
Boise, Idaho 83701-0500

[FOR RECORDER'S USE ONLY]

**EASEMENT AGREEMENT**

This Easement Agreement (“**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between: HORMAECHEA LIMITED PARTNERSHIP, a partnership legally formed under the laws of the State of Idaho (“**Grantor**”), and the CITY OF BOISE CITY, an Idaho municipal corporation (“**Grantee**”). Grantor and Grantee each are individually referred to as a “**Party**” and are collectively referred to as the “**Parties**”.

**Recitals**

**1.** Grantor is the owner of those certain parcels of real property known on the tax rolls of the Ada County Assessor as:

**a.** Parcel No. R2887290132 (“**Parcel A**”), which is 0.259 ± acres of real property addressed as 1161 W. River Street, in Boise City, Ada County, Idaho, as more particularly described on Exhibit A and depicted as shown on Exhibit E, both of which are attached and incorporated by reference; and

**b.** Parcel No. R2887290051 (“**Parcel B**”), which is 1.019 ± acres of real property addressed as 730 S. Pioneer Street, in Boise City, Ada County, Idaho, as more particularly described on Exhibit B and depicted as shown on Exhibit E, both of which are attached and incorporated by reference; and

**c.** Parcel No. R2887280101 (“**Parcel C**”), which is 1.289 ± acres of real property generally addressed as S. Pioneer Street, Boise City, Ada County, Idaho, as more particularly described on Exhibit C and depicted as shown on Exhibit E, both of which are attached and incorporated by reference.

**d.** Parcel No. R2887280076 (“**Parcel D**”), which is 1.72 ± acres of real property generally addressed as S. Pioneer Street, Boise City, Ada County, Idaho, as more particularly described on Exhibit D and depicted as shown on Exhibit E, both of which are attached and incorporated by reference.

Collectively, Grantor's Parcel A, Parcel B, Parcel C, and Parcel D are referred to as "**Grantor's Property.**"

2. Grantee is coordinating with the Capital City Development Corporation ("CCDC") and other partners, both public and private, to create and maintain a pedestrian and bicycle pathway linking the Boise River Greenbelt to Downtown Boise (the "Pioneer Pathway").

3. As planned, Phase 3 of the Pioneer Pathway will include a pathway over and across portions of the Grantor's Parcel A, Parcel B, and Parcel C.

4. Grantor and Grantee desire a perpetual public easement over, across, and through specified portions of Grantor's Parcel A, Parcel B, and Parcel C.

5. To ensure ongoing public access to the Pioneer Pathway, and to memorialize their respective rights and responsibilities, the Parties agreed to enter into this Agreement.

6. This easement is subject to the execution of a Type 4 Participation Agreement – Capital Improvement Reimbursement Agreement between the Capital City Development Corporation ("CCDC") and the Grantor. In the event the construction of improvements has not commenced by any party by December 31, 2016, the easement will be subject to termination as per Section 4 of this Agreement.

7. This Agreement is intended to allow both Parties, and their respective successors and assigns, to mutually agree upon an Easement Location elsewhere within Grantor's Properties; provided that the relocation shall maintain a usable pedestrian connection from the existing Pioneer Pathway to the Boise Greenbelt, and must be agreed upon by both Parties in writing prior to Grantee or its partner in the Pioneer Pathway, the CCDC, committing to, or allocating or appropriating funds for, the design, improvement, or construction of improvements in the original easement location.

**NOW THEREFORE**, for and in consideration of the recitals above, which are incorporated into and made a part of this Agreement and are not mere recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties hereby agree as follows:

#### Agreement

1. **Grant of Easement.** Grantor hereby grants to Grantee and Grantee's successors, assigns, agents, guests, and invitees, a perpetual, non-exclusive, and continuous public easement (the "**Easement**") on, over, across, and through portions of Grantor's Property, as specifically described on Exhibit F, attached and incorporated, and depicted on Exhibit G, attached and incorporated (the "**Easement Area**"), for the purposes described herein and subject to the restrictions contained herein.

**2. Purposes of Easement.** The Easement shall be used for:

**a.** A public pathway and right-of-way, accessible by, and primarily for the use of, the public at no cost to the public; and

**b.** Access, ingress, and egress by Grantee and those partners, employees, agents, and contractors of Grantee having Grantee's authorization, for the purposes of constructing, maintaining, beautifying, repairing, or reconstructing a public pathway, the "Pioneer Pathway," within the Easement Area; and any area including the Boise River Greenbelt Ann Morrison Park Bridge.

**3. Additional Rights of Grantee.** Pursuant to this Agreement, Grantor expressly grants Grantee the following additional rights with regard to the Easement Area. Grantee shall have the right to:

**a.** Improve the Easement area by constructing a trail or pathway, the "Pioneer Pathway," not to exceed twenty feet (20') in width, consisting of pavers and site amenities matching those already constructed or installed in the Pioneer Pathway project or as designed by the Grantee, as depicted in Exhibit H, attached and incorporated by reference; and

**b.** Designate the trail or pathway constructed within the Easement Area as a part of the Pioneer Pathway (or other similar designation), and to include the public trail through the Easement Area on maps, depictions, and descriptions of the Pioneer Pathway (or other similar designation); and

**c.** Adopt, promulgate, and enforce laws, rules, and regulations for the reasonable use of the Easement Area by members of the public, and designate the Easement Area as a "park" for the purpose of including it in the specified areas within which park laws, rules, and regulations apply; and

**d.** Place or install gates, and barriers to control access (including restricting unauthorized motorized vehicle access), as necessary; provided, however, that no fencing, gates, or barriers that prevent Grantor from accessing or using the Easement Area shall be placed or installed without Grantor's prior written permission; and

**e.** Enter into contracts with third parties to perform construction, maintenance, repair, and reconstruction work pursuant to this Agreement.

**4. Commencement of Work and Termination.** Unless made impracticable or impossible by development, construction, or other activity on Grantor's Property, Grantee shall use its best efforts to commence construction of improvements within the Easement Area prior to December 31, 2016. In the event the Grantee or their successor, assigns, agents, or invitees (including the CCDC) has not commenced construction of improvements by December 31, 2016,

and Grantor (or Grantor's successor in interest) has not agreed to extend the deadline for construction commencement, Grantor may terminate the Easement granted by this Agreement by recording a Termination of Easement.

**5. Right of Easement Relocation.** Grantor may request relocation of the Easement Area before Phase 3 construction bid documents are approved by Grantee. Approval of Grantor's relocation request shall not be unreasonably delayed, conditioned, or withheld. Grantor shall pay all costs and expenses of relocating the Easement Area, including, but not limited to, all costs of designing and reconstructing any improvements that exist in the current Easement Area in the new, relocated location.

**6. Grantor's Warranty of Title.** Grantor covenants and warrants to Grantee that:

**a.** Grantor owns the Easement Area in fee title; and

**b.** Grantor is rightfully seized and possessed of the Easement Area, and has the right and authority to enter into this Agreement and to grant this Easement to Grantee; and

**c.** Grantee and the public shall enjoy the peaceful and quiet enjoyment of the Easement Area in perpetuity; and

**7. Non-exclusivity.** Grantee's right to use the Easement Area is not exclusive.

**a.** Grantor and his/her successors, assigns, agents, guests, and invitees shall have the right to use the Easement Area for all purposes that do not unreasonably interfere with the use of the Easement Area by Grantee and by the public, pursuant to the terms of this Agreement.

**b.** If any of Grantor's uses of the Easement Area require temporarily closing the Easement Area, Grantor shall notify Grantee at least seven (7) calendar days before such closure, to give Grantee sufficient time to notify the public of the closure or re-routing of the Pioneer Pathway.

**c.** Any closure of the Easement Area by Grantor shall be limited to forty eight (48) consecutive hours, and shall not occur more frequently than two (2) times per calendar month, unless otherwise agreed upon in writing by the Parties.

**8. Perpetual Easement.** Upon Grantee's commencement of construction of improvements within the Easement Area, this Easement shall be perpetual, unless previously terminated by Grantor in accordance with the provisions of Section 4. All provisions of this Agreement, including all benefits and burdens, shall run with the land and be binding upon and inure to the benefit, obligation, and use of the successors, assigns, agents, guests, and invitees of either Party.

**9. Property Taxes; Insurance.** Grantor shall be responsible for all property taxes, if any, applicable to Grantor's Property, including those associated with the Easement Area.

**10. Indemnification.** Grantee agrees to defend, indemnify, and hold harmless Grantor and its partners, agents, employees, successors, and assigns, from any and all claims, demands, liabilities, causes of action, costs, or expenses (including reasonable attorney's fees which shall be paid as incurred) of whatever nature lodged or prosecuted by Grantee and its agents, guests, and invitees with respect to any injuries, damages, losses, or expenses resulting from the exercise of the rights herein granted or from the use of the Easement by Grantee or its agents, guests, or invitees, except to the extent the injuries, damages, losses, or expenses are caused by Grantor or Grantor's agents, employees, contractors, or licensees.

**11. Immunities Preserved.** Nothing in this Agreement is intended, nor shall it be interpreted, to restrict Grantor or Grantee from availing themselves of the protections offered by any applicable law affording any immunity or defense, including (but not limited to) the limitation of landowner liability afforded by so-called Recreational Immunity statutes.

**12. Modification.** To be valid and effective, all subsequent modifications to, or amendments of, this Agreement must be evidenced in writing and signed by a duly authorized representative of each Party. Any and all verbal, oral, or unsigned attempted modifications to this Agreement shall not bind either of the Parties. Every modification and amendment shall be recorded as set forth herein.

**13. Waiver.** No waiver of any provision of this Agreement, and no consent to any departure from the terms, conditions, rights, and responsibilities of this Agreement, is effective unless the waiver or consent is in writing and signed by a duly authorized representative of the Party granting the waiver or consent. Any waiver or consent so given is effective only as to the specific instance and for the specific purpose given.

**14. Maintenance and Repair.** Except for damages caused by Grantor or by any officer, employee, agent, contractor, or invitee of Grantor, Grantee shall be responsible, at its expense, for maintaining the Easement Area in accordance with the purposes set forth in this Agreement. Grantor shall be responsible, at its expense, for all damages within the Easement Area that are caused by Grantor or by any officer, employee, agent, contractor, or invitee of Grantor.

**15. Binding Agreement; Runs with the Land.** This Agreement constitutes a servitude running with the land. As such, this Agreement is binding upon Grantor and, upon recordation, all subsequent owners of Grantor's Property on which the Easement Area is located, regardless of actual notice of this Agreement and whether or not the deed of transfer specifically references that the transfer of ownership of Grantor's Property is subject to this Agreement.



**16. Miscellaneous.**

**a. Remedies.** In the event of a breach hereunder by either Party, the non-breaching Party shall have all remedies available at law or in equity, including the availability of injunctive relief and the enforcement of specific performance of this Agreement. If either Party seeks to enforce any of the provisions of this Agreement, then the prevailing Party shall be entitled to recover the prevailing Party's costs incurred thereon, including reasonable attorneys' fees and costs, both as to trial and on appeal, and regardless of whether such enforcement proceeds to trial.

**b. Recordation.** This Agreement shall be recorded in the records of Ada County, Idaho.

**c. Notices.** Any notice or demand from Grantor to Grantee or from Grantee to Grantor, including notice of change in address, shall be personally delivered by special courier or mailed by First Class U.S. Mail, postage pre-paid, to the appropriate Party's address (below), or to such other address as a Party shall have last designated by notice in writing to the other Party, as provided herein.

<p><b><u>Grantor:</u></b> Hormaechea Limited Partnership 1101 W. River Street, Ste. 300 Boise, Idaho 83702</p> <p><b><u>with a copy to:</u></b></p>	<p><b><u>Grantee:</u></b> Boise City Department. of Parks &amp; Recreation 1104 Royal Boulevard Boise, Idaho 83706</p> <p><b><u>with a copy to:</u></b> Boise City Attorney's Office ATTN: Joshua Leonard P.O. Box 500 Boise, Idaho 83701-0500</p>
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Notice shall be deemed delivered on the date actually received or two (2) days after mailing, whichever is first.

**d. Authority.** The persons executing this Agreement on behalf of each Party do hereby certify, by execution hereof, that they are duly authorized to sign this Agreement.

**e. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, and no warranties, agreements, or representations have been made or shall be binding upon either Party unless herein set forth.

**f. Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, all remaining provisions of this Agreement shall remain valid, binding, and enforceable.

**IN WITNESS WHEREOF**, each Party executed this Agreement, the day, month, and year first written above.

**FOR GRANTOR:**

Hormaechea Limited Partnership

By: \_\_\_\_\_  
Amy H. Wray, General Partner

STATE OF IDAHO )

County of Ada ) ss.  
)

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public in and for the state of Idaho, personally appeared Amy H. Wray, known to me to be the General Partner, who executed the within instrument, and acknowledged to me that he executed the same.

**IN WITNESS WHEREOF**, I hereunto set my hand and affix my official seal, the date first above written.

[seal]

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**FOR GRANTEE:**

City of Boise City

Attest:

By: \_\_\_\_\_  
David H. Bieter, Mayor

\_\_\_\_\_  
Lynda Lowry, *Ex-Officio* City Clerk

STATE OF IDAHO )  
) ss.  
County of Ada )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public in and for said state, personally appeared David H. Bieter and Lynda Lowry, known to me to be the Mayor and *Ex-Officio* City Clerk of Boise City, respectively, each of whom executed the within instrument, and acknowledged to me that they executed the same.

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

[seal]

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description of Grantor's "Parcel A"**

1161 W. River Street  
Parcel No. R2887290132

#### **Legal Description:**

Lot 9 in Block 1 of Forest River No. 3, according to the official plat thereof, filed in Book 54 of Plats at Pages 4865 through 4867, and as Amended by Lot Line Adjustment Survey, Record of Survey No. 1004, recorded December 17, 1986 as Instrument No. 8675803, official records of Ada County, Idaho.

Except the following portion of said Lot 9:

Commencing at the Southeast corner of said Lot 9; thence

North 24°00'00" East 160.00 feet to a point; thence

North 64°27'00" East 41.78 feet to a point; thence

North 25°33'00" West 56.62 feet to a point; thence

South 24°00'00" West 38.03 feet to a point; thence

South 64°27'00" West 10.42 feet to a point; thence

North 65°45'44" West 227.27 feet to a point; thence

South 64°27'00" West 10.62 feet to a point; thence

South 24°00'00" West 174.37 feet to a point; thence

South 65°45'44" East 256.90 feet to the Point of Beginning.

## **EXHIBIT B**

### **Legal Description of Grantor's "Parcel B"**

730 S. Pioneer Street  
Parcel No. R2887290051

#### **Legal Description:**

Lot 8 in Block 1 of Forest River No. 3, according to the official plat thereof, filed in Book 54 of Plats at Pages 4865 through 4867, records of Ada County, Idaho.

## **EXHIBIT C**

### **Legal Description of Grantor's "Parcel C"**

S. Pioneer Street  
Parcel No. R2887290101

#### **Legal Description:**

Lot 7 in Block 1 of Forest River No. 2, according to the official plat thereof, filed in Book 53 of Plats at Pages 4634 and 4635, Amended by Affidavit recorded April 16, 1985 as Instrument No. 8519980, official records of Ada County, Idaho.

## **EXHIBIT D**

### **Legal Description of Grantor's "Parcel D"**

S. Pioneer Street  
Parcel No. R2887280076

#### **Legal Description:**

Lot 6 in Block 1 of Forest River No. 2, according to the official plat thereof, filed in Book 53 of Plats at Pages 4634 and 4635, Amended by Affidavit recorded April 16, 1985 as Instrument No. 8519980, official records of Ada County, Idaho.

# **EXHIBIT E**

## **Depiction of Grantor's Parcel A, Parcel B, Parcel C, & Parcel D**



## **EXHIBIT F**

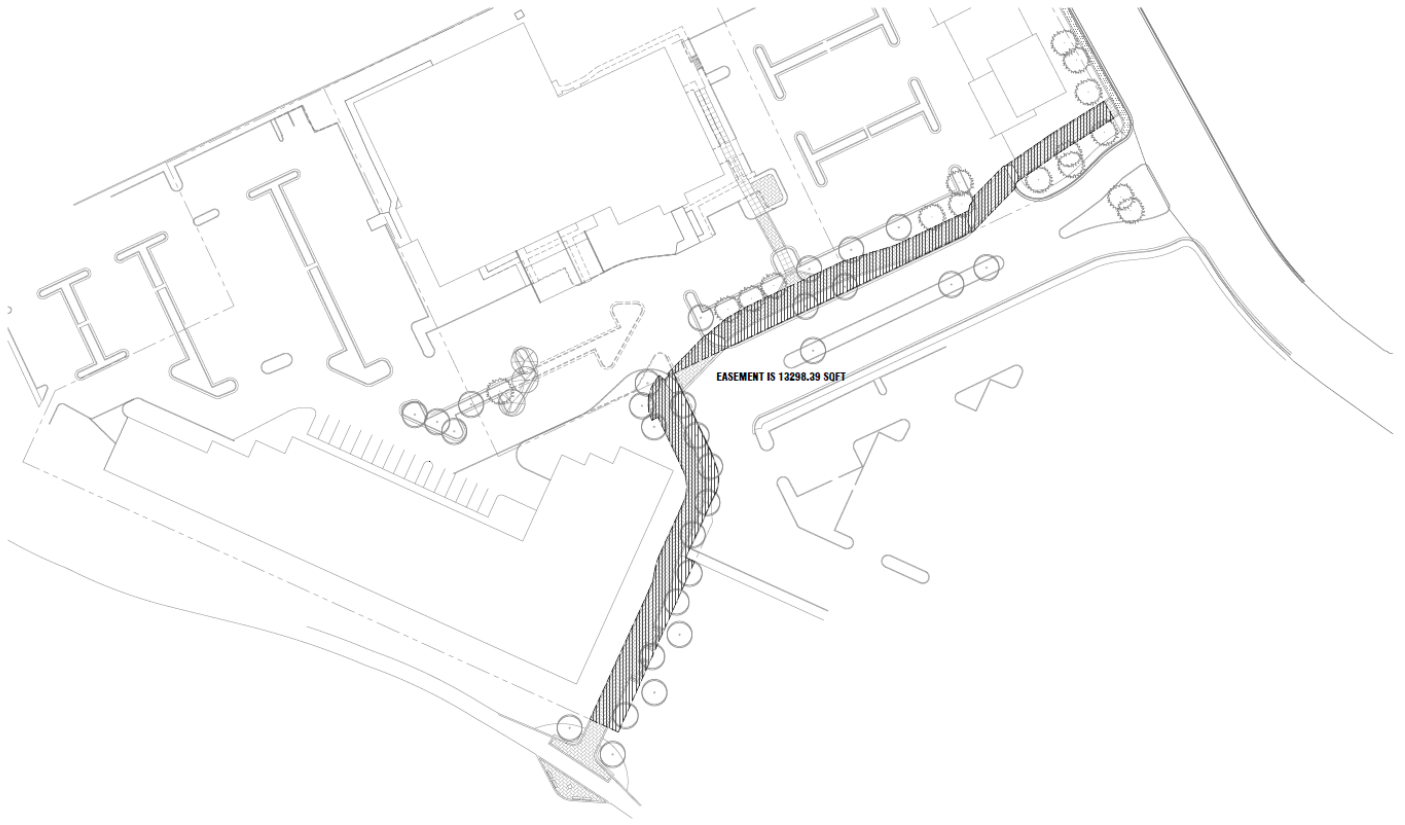
### **Legal Description of the Easement Area**

*[To be added prior to execution.]*



# **EXHIBIT G**

## **Depiction of the Easement Area**



 **Pioneer Path Easement Line**  
HORIZONTAL SCALE 1" = 20'

## **EXHIBIT H**

**Depiction of Existing Improvements to  
Phase I and Phase II of the Pioneer Pathway**

*[To be added prior to execution.]*

**Exhibit D to Master Development Agreement**

**TYPE 4 PARTICIPATION AGREEMENT  
CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT**

**BY AND BETWEEN**

**THE CAPITAL CITY DEVELOPMENT CORPORATION**

**AND**

**HORMAECHEA LIMITED PARTNERSHIP**

**PHASE 3 PIONEER CORRIDOR**

## **TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT**

THIS TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, a public body, corporate and politic, of the State of Idaho (“CCDC”) and Hormaechea Limited Partnership, an Idaho limited partnership (“Developer”). CCDC and Developer may be collectively referred to as the “Parties” and individually referred to as a “Party.”

### **RECITALS**

A. Developer owns or controls certain real property, more commonly known as the \_\_\_\_ located at \_\_\_\_\_, Boise, ID 83702, Boise, Idaho (the “Project Site”) which is more accurately depicted on attached **Exhibit A**. The Project Site is undergoing master plan/ redevelopment including planned construction of commercial/retail buildings on the Project Site (the “Developer’s Project”).

B. Developer intends to construct certain pathway improvements in a planned public easement area within the Project Site (the “Project”). The Project is more accurately depicted on attached **Exhibit B**.

C. The Project is located in the River Myrtle-Old Boise Urban Renewal District (“River Myrtle District”). The Project includes improvements to the public easement that are consistent with the existing design of the “Pioneer Corridor Pathway”, a proposed pedestrian pathway extending from downtown Boise to the Boise Greenbelt contemplate by CCDC and part of CCDC’s infrastructure plans for the River Myrtle District. The Project will contribute to enhancing and revitalizing the River Myrtle District.

D. CCDC deems it appropriate to reimburse Developer for certain eligible public improvements as detailed in this Agreement to achieve the objectives set forth in the Plan and in accordance with CCDC’s Participation Program.

E. Per CCDC’s plans, a portion of the Pioneer Corridor Pathway crosses the Project Site;

F. In exchange for Developer’s grant of an easement for the Pioneer Corridor Pathway as depicted on Exhibit B (the “Easement”) and the construction of the public improvements within the Easement, CCDC agrees to reimburse Developer for the costs of the Project.

### **AGREEMENTS**

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

1. **Effective Date.** The effective date (“Effective Date”) of this Agreement shall be the date when this Agreement has been signed by the Developer and CCDC (last date signed).

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

- a. The Project shall be constructed in accordance with the overall City of Boise (“City”) infrastructure plans, policies, and design standards.
- b. The Project shall be constructed in accordance with the plans attached hereto as **Exhibit B** (the “Plans”).
- c. Developer shall schedule final construction inspection and meeting with CCDC to ensure that the Project is constructed pursuant to this Agreement.
- d. The Parties agree that the Project is depicted on **Exhibit B**, with cost details described on **Exhibit C**. Any other public improvements that are constructed by the Developer as part of the Developer’s Project are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC’s reimbursement obligation is limited to the amount set forth in this Agreement, unless otherwise approved by CCDC.

3. **Deadline to Commence and Complete Construction of Project; Termination of Agreement.** Developer shall commence construction of the Project no later than October 1, 2015. In order to have commenced construction of the Project, Developer must meet the following requirements:

- a. Obtain all permits required for the Project from the City of Boise and ACHD, and
- b. Either (1) begin a continuous program of physical on-site construction or (2) enter into a contractual obligation to undertake a program of on-site construction to be completed within a reasonable time, not to exceed six (6) months.

If Developer fails to commence construction by October 1, 2015, this Agreement shall automatically terminate and neither party shall have any remaining obligations under this Agreement, except for the obligations set forth in Section 18.

4. **Initial Construction Funding.** Developer shall pay for all of the costs of

construction for the Project. The reimbursement payment to Developer by CCDC shall be made pursuant to Section 8. CCDC acknowledges that the Schedule of Eligible Costs attached as **Exhibit C** is an estimate and that actual total costs, as well as each line item of cost, may be more or less than is shown on **Exhibit C**.

**5. Review and Acceptance of Construction Plans and Budget.** Before construction commences the Developer shall submit to CCDC the Developer's construction plans, budgets, and bids for the Eligible Infrastructure Costs (collectively the "Public Improvement Construction Documents"). Developer will utilize commercially reasonable contracting, budgeting and bidding practices to ensure that the Project is constructed consistent with the Public Improvement Construction Documents and are undertaken in a reasonable manner. For purposes of this Section 5, Developer shall be presumed to have utilized commercially reasonable contracting, budgeting and bidding practices if its general contractor solicits or solicited competitive bids for the CCDC Funded Public Improvements and such work is not performed by an affiliate or subsidiary of Developer.

- a. CCDC staff shall approve, in writing, the Public Improvement Construction Documents within 30 days of receipt from the Developer. In the event CCDC does not approve the Public Improvement Construction Documents this Agreement may be terminated by either party. Approval may not be unreasonably withheld if the Public Improvement Construction Documents are in substantial conformance with Exhibit B.
- b. CCDC staff shall approve, in writing, any change orders or change in eligible costs that are submitted during construction, in order to qualify for reimbursement under this Agreement.

6. .

**7. Notification of Completion; Inspection.** Upon completion of construction, Developer shall notify CCDC in writing and request a final construction inspection and determination of work completed according to the Public Improvement Construction Documents. CCDC shall provide Developer with written confirmation that the Project has been completed in compliance with this Agreement.

**8. Determining Actual Eligible Costs.** Developer is responsible for submitting invoices or receipts for work performed as part of the Project (the "Cost Documentation") within thirty (30) days of completion of the Project. Cost Documentation shall include the following:

- a. Schedule of values that includes line items for the Project improvements approved by CCDC for reimbursement so they are identifiable separate from other line items ("Schedule of Values").
- b. Invoices from Developer's general contractor, subcontractor(s) and material suppliers for each type of eligible cost item (e.g. pavers, benches, street lights). Invoices shall specify quantities and unit costs of installed materials, and a

percentage estimate of how much installed material was used for the Project in comparison to the amount used for the remainder of Developer's project ("Invoices").

- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation.
- d. CCDC shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed and the costs associated are consistent with the Public Improvement Construction Documents.
- e.

Within thirty (30) days of CCDC's receipt of the Cost Documentation, CCDC will notify Developer in writing of CCDC's acceptance of the Cost Documentation. CCDC shall notify Developer of any disputes with the Cost Documentation and provide Developer a reasonable time to explain any discrepancy. Should agreement not be reached between the parties on any disputed Costs, the parties agree to submit to mediation or other mutually agreeable resolution method.

**9. Payment; Conditions Precedent to CCDC's Payment Obligation.** CCDC agrees to reimburse Developer in the amount of the Actual Eligible Costs no later than thirty (30) days after completion of all of the following:

- a. Developer has executed the "Declaration of Easement", attached hereto as **Exhibit D**, or a substantially similar agreement granting a public pedestrian access easement for the benefit of the public in the location depicted on Exhibit B and such declaration has been recorded with the Ada County Recorder's Office.
- b. CCDC determines that the Project has been completed in compliance with this Agreement.
- c. Developer provides lien waivers or other acceptable proof of payment to all contractors, subcontractors or material suppliers that provided services or materials in the construction of the Project.

**10. Subordination of Reimbursement Obligations.** Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations previously entered into which have committed available CCDC revenues for all Districts and may be subject to consent and approval by CCDC Lenders.

**11. Default.** Neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of

said 30-day period, has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

In the event Developer defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and is not cured.

In the event CCDC defaults under this Agreement, Developer (the nondefaulting Party) shall have the right to suspend or terminate its obligations under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and is not cured.

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

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

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

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

**16.** If to Developer:

Hormaechea Limited Partnership  
1101 W. River Street, Suite 300  
Boise, ID 83702

If to CCDC:  
John Brunelle, Executive Director  
Capital City Development Corporation  
121 N. 9<sup>th</sup> Street, Suite 501  
Boise, Idaho 83701



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

(i) date of delivery of the notice or other document to the address specified above as shown on the return receipt;

(ii) date of actual receipt of the notice or other document by the person or entity specified above; or

(iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:

- (a) date of the attempted delivery or refusal to accept delivery,
- (b) date of the postmark on the return receipt, or
- (c) date of receipt of notice of refusal or notice of non-delivery by the sending Party.

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

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

- Exhibit A Project Site Map
- Exhibit B Project Plan
- Exhibit C Schedule of Eligible Costs
- Exhibit D Declaration of Easement

**19. Indemnification.** Developer shall indemnify, defend, and hold CCDC and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this section as “Claim”), which may be imposed upon or incurred by or asserted against CCDC or its respective officers, agents, and employees relating to the construction or design of the Project. Notwithstanding the foregoing, Developer shall have no obligation to indemnify and hold CCDC and its respective officers, agents, and employees harmless

from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees. In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such claim, Developer, upon written notice from CCDC shall, at Developer's expense, resist or defend such action or proceeding.

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

- a. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC, including its respective affiliates, and City as additional insureds.
- b. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Developer's employees, and Employer's Liability Insurance. Developer shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.
- c. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name CCDC, including its respective affiliates, directors, and employees, as additional insureds.
- d. All insurance provided by Developer under this Agreement shall include a waiver of subrogation by the insurers in favor of CCDC. Developer hereby releases CCDC, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage covered by Developer's insurance or other insured claims arising out of Developer's performance under this Agreement or construction of the Development.
- e. Certificates of insurance satisfactory in form to CCDC (ACORD form or equivalent) shall be supplied to CCDC evidencing that the insurance required

above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to CCDC prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Developer shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At CCDC's request, Developer shall provide a certified copy of each insurance policy required under this Agreement.

- f. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by CCDC. The fact that Developer has obtained the insurance required in this Section shall in no manner lessen or affect Developer's other obligations or liabilities set forth in the Agreement.

**21. Antidiscrimination During Construction.** Developer, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Developer will not discriminate against any employee or applicant for employment because of age, race, handicap, color, creed, religion, sex, marital status, ancestry, or national origin.

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

**23. Warranty.** Developer's contractor shall warrant that the materials and workmanship employed in the construction of the Project are of good quality and conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after completion of the Project, being the date CCDC acknowledged the completion of the Project.

**24. Dispute Resolution.** In the event that a dispute arises between CCDC and Developer regarding the application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or otherwise, as the Parties may mutually agree before resorting to litigation. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation or other process of structured negotiation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

**25. Entire Agreement, Waivers, and Amendments.** This Agreement, including Attachments 1 through 3, inclusive, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of CCDC and Developer.

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

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

**CCDC:**

Urban Renewal Agency of the City of Boise,  
a public body, corporate and politic

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date \_\_\_\_\_

**DEVELOPER:**

Hormaechea Limited Partnership

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

Exhibit A

Project Site

[TO BE INSERTED]

Exhibit B

Project

[TO BE INSERTED]

Exhibit C

Project Cost Details

[TO BE INSERTED]

Exhibit D

Declaration of Easement

[TO BE INSERTED]

4839-7296-7458, v. 4





**AGENDA BILL**

<b>Agenda Subject:</b> T4 Designation of 8th Street Marketplace Streetscape Improvement Project		<b>Date:</b> April 13, 2015
<b>Staff Contact:</b> Doug Woodruff	<b>Attachments:</b> 1) Board Presentation	
<b>Action Requested:</b> Designate project as T4 Capital Improvement Reimbursement Agreement and direct staff to negotiate and finalize terms for future Board approval.		

**Background:**

8<sup>th</sup> Street Marketplace consists of two mixed use buildings, The Mercantile Building 404 S. 8<sup>th</sup> St. and The Northrup Building 825 W. Broad St. The buildings occupy the majority of street frontage on the block of 8<sup>th</sup> Street between Broad and Myrtle. The buildings' entrances are also linked by a mid-block pedestrian crossing on 8<sup>th</sup> Street that is routinely used by guests and tenants.

The property owner is currently conducting a renovation of the Mercantile Building. The renovation efforts include:

- Complete renovation of the lower promenade space which Cafe Ole recently vacated
- Redesign and replacement of the 8th Street building entrance
- Demolition of interior double doors and vestibule
- Installation of a new stairwell, staircase and permeable steel framing
- Construction of large exterior steel awning and framing for 10' doors.

The project costs are not expected to exceed \$400,000. The renovation is anticipated to be completed no later than June, 2015.

The property owner is interested in expanding his current project to include streetscape improvements on both sides of 8<sup>th</sup> Street that complement interior renovations and enhance exterior building improvements.

*8<sup>th</sup> Street Streetscape Improvements*

In 2013, plans were produced to make streetscape improvements along 8th Street between Broad and Myrtle. The plans called for full reconstruction of the road and sidewalks, as well as the elimination of the center median and the 8<sup>th</sup> Street Marketplace crossing.

The public engagement conducted throughout 2013 and 2014 revealed concerns from stakeholders about these plans:

- Negative impacts of construction on retail business; avoid the summer season
- Desire to retain existing center median; valued greenspace and slows vehicle speeds
- Desire to retain the existing trees; they provide character and shade
- Desire to retain 8<sup>th</sup> Street Marketplace crossing

Agency staff is optimistic these concerns can be addressed with minor modifications to the plans and appropriate timing of construction.

Typical with streetscape planning in downtown, the project has been considered for construction at numerous points in time. Most recent budget planning efforts to integrate the LIV District initiative into the River Myrtle URD budget has resulted in a FY2018 construction time frame.

### *Applicant Request*

When the 8<sup>th</sup> Street Marketplace property owner was informed that the street improvements had been rescheduled to 2018, he approached CCDC with a proposal to utilize our participation program to construct the streetscape improvements as part of the Mercantile Building renovation project that is currently underway.

In consideration of the proposal, CCDC staff and the property owner identified several barriers to conducting construction immediately.

- Permits expired, applicant must reapply for approvals
- Current construction drawings do not include the mid-block crossing; applicant wants to revise them to include it.
- Could start construction as soon as June, 2015 which conflicts with retailer peak season (primary reason CCDC initially rescheduled the project).

Accounting for these circumstances, CCDC staff and the property owner are currently considering the following terms and conditions:

- Owner will construct sidewalk improvements on both sides of 8th Street from Broad Street to Myrtle Street as part of his Mercantile Building renovation project
- The existing road, median and median trees will remain in place
- CCDC will reimburse for design and construction costs
- Owner will revise original CCDC drawings and obtain necessary permits
- Owner and CCDC will collaborate on public outreach effort
- Construction will be scheduled to begin in late September, 2015 to avoid retail's busiest season

**Fiscal Notes:**

Preliminary cost estimates provided by the applicant's contractor indicate \$625,000 to \$750,000 in total eligible project costs for reimbursement.

CCDC staff has reviewed the Board approved 2015 budget and have identified savings from lower than initially estimated costs of pioneer corridor, lower than budget bidding for the River Myrtle streetscape construction project, and savings in the property development budget to cover the costs of this reimbursement agreement.

**Staff Recommendation:**

Agency staff recommends the Agency Board find it in the best interest of the Agency and the public to designate the presented project as a T4 Capital Improvement Reimbursement Agreement.

**Suggested Motion:**

I move to designate the presented project as a Participation Program Type 4 project and direct CCDC staff to negotiate terms and conditions for presentation of a Type 4 Capital Improvements Reimbursement Agreement at a future Board meeting.

Attachment 1)

4/13/2015 Board Presentation



# 8<sup>th</sup> Street Marketplace

Proposal

Type 4 Participation Program Project  
Capital Improvements Reimbursement Agreement









To Boise River

To Grove Plaza

© 2015 Google

Google earth

1992

43°36'47.47" N 116°12'21.01" W elev 2700 ft eye alt 2900 ft







# replace entry doors/new canopy

# 8th Street Mercantile

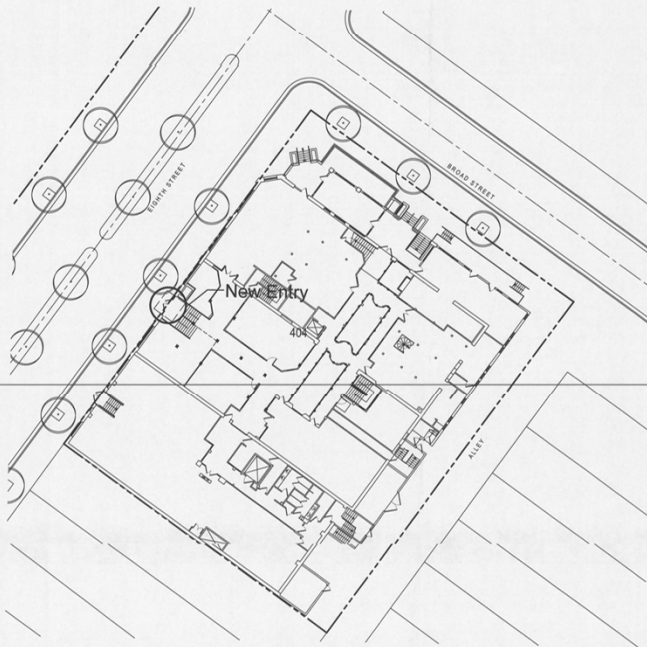
404 S. 8th Street, Boise, ID 83702



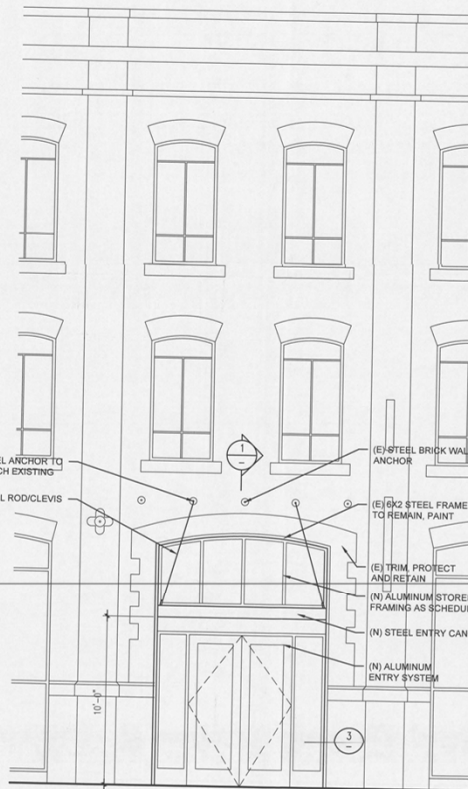
**Key Map**  
scale: nts



**Vicinity Map**  
scale: nts

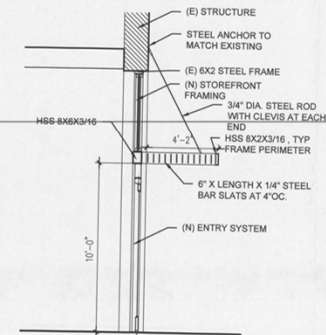


**Site Plan**  
scale: 1:30



- ENTRY DOORS AND STOREFRONT TO HAVE A BLACK ANODIZED FINISH TO MATCH BUILDING STANDARD
- STEEL CANOPY TO BE POWDERCOATED BLACK TO MATCH BUILDING STANDARD

**Partial 8th Street Elevation**  
scale: 1/4"=1'-0"



**1 Entry/Canopy Section**  
scale: 1/4"=1'-0"

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**PROJECT OWNER/PROPE**  
CITY OF MANY TREES, LLC  
C/O SELECT COMMERCIAL  
CONTACT: SCOTT COOKER  
PO BOX 4067  
BOISE, ID 83711  
T: 338 5212

**ARCHITECTURE**  
PLATFORM ARCHITECTURE  
CONTACT: CATHERINE SEW  
1008 S. JOHNSON STREET  
BOISE, ID 83705  
T: 591 9082

**PROJECT SCOPE**  
REPLACE EXISTING ENTRY  
EXTERIOR ENTRY CANOPY.

**GOVERNING CODE**  
ALL NEW WORK SHALL COMPLY WITH THE FOLLOWING:  
INTERNATIONAL BUILDING CODE  
INTERNATIONAL MECHANICAL PLUMBING CODE  
INTERNATIONAL FIRE CODE  
NATIONAL ELECTRICAL CODE  
INTERNATIONAL ENERGY CODE

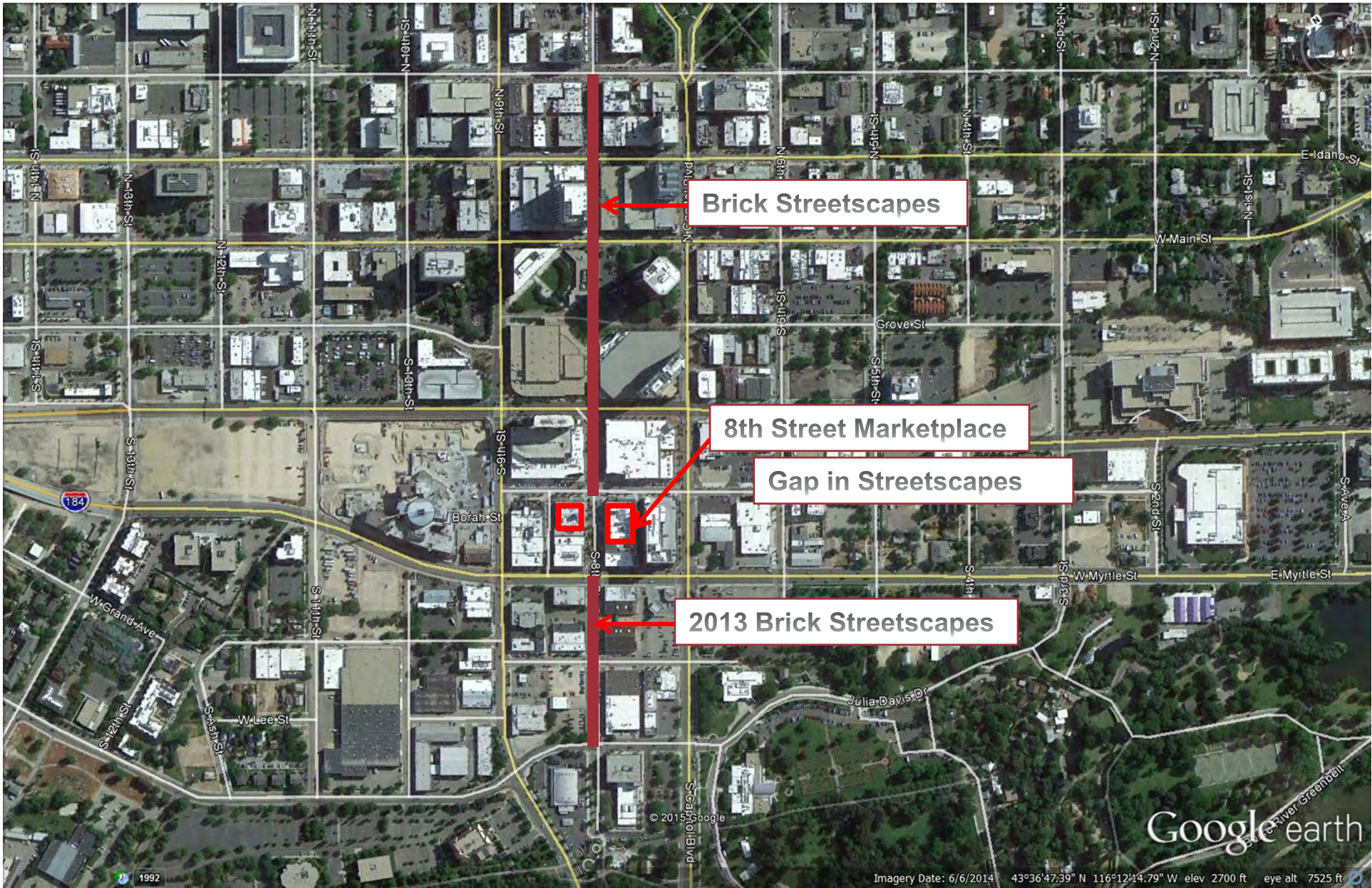
**CODE DATA:**  
LAND USE ZONE: C-9HD  
BUILDING OCCUPANCY: A-3, B  
OCCUPANCY: A-3 (EXISTING)  
CONSTRUCTION TYPE: V-B  
FIRE-SPRINKLERED: YES  
BUILDING AREA: 86,435 SF

**DRAWING ARCHITECTURAL**  
A0.0 PROJECT INFORM









Brick Streetscapes

8th Street Marketplace

Gap in Streetscapes

2013 Brick Streetscapes



# CCDC Capital Improvements Plan 2015-2019 (DRAFT)

as of 03-05-2015

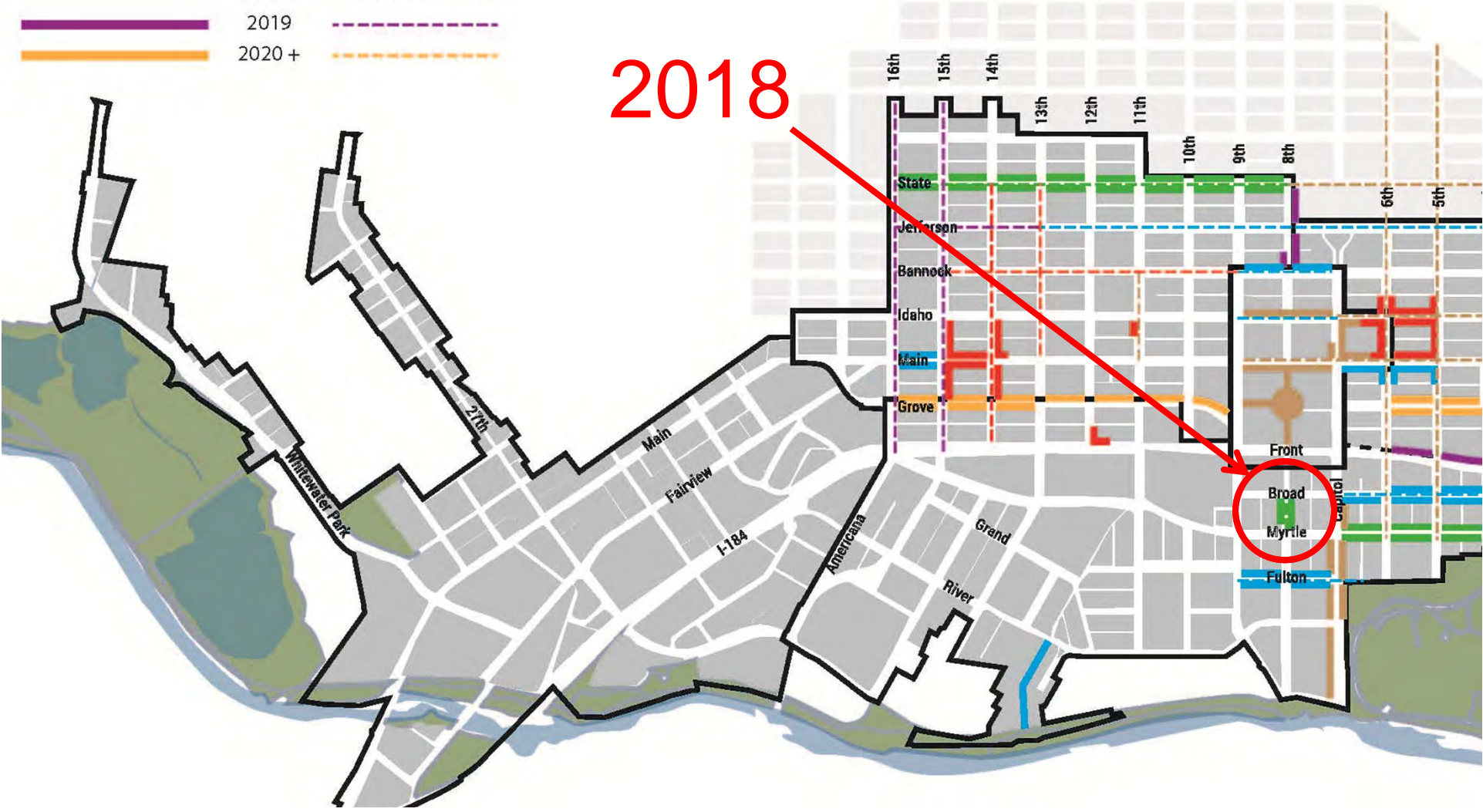
### CCDC Streetscape Improvements

- 2015
- 2016
- 2017
- 2018
- 2019
- 2020 +

### ACHD Road Improvements

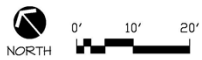
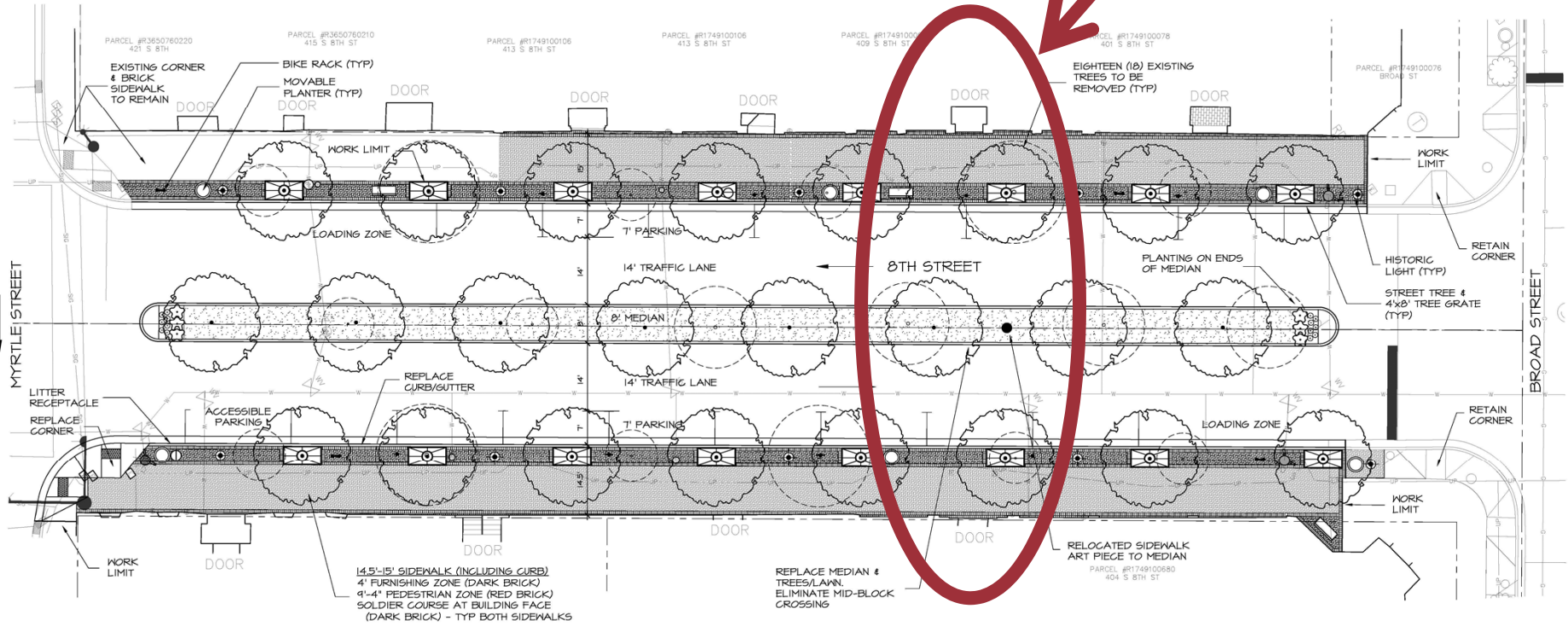
- 2015
- 2016
- 2017
- 2018
- 2019
- 2020 +

2018



8th Street - BODO  
 (Broad St. to Myrtle St.)  
 Streetscape Plan  
 River Myrtle District

**No Crossing**



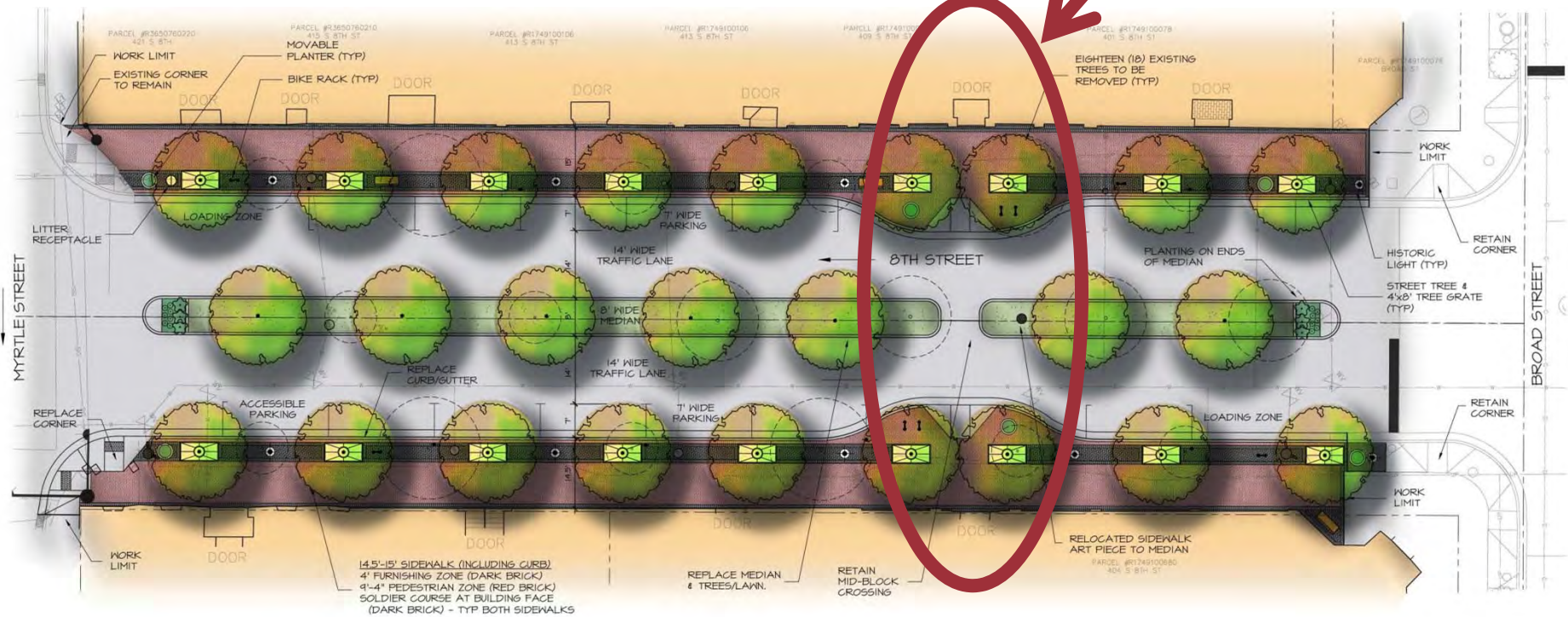
October 31, 2014

**2013 PLANS**





**Includes Crossing**



**Revised Concept – will require ACHD approval**

# Proposal

- Owner will construct sidewalk improvements on both sides of 8th Street from Broad Street to Myrtle Street as part of the Mercantile Building renovation project
- The existing road, median and median trees will not be included in the project
- CCDC will reimburse for design and construction costs
- Owner will revise original CCDC drawings and obtain necessary permits
- Owner and CCDC will collaborate on public outreach effort
- Construction will be scheduled to begin in late September, 2015 to avoid retail's busiest season

# Funding | Next steps

- Preliminary cost estimates indicate \$625,000 to \$750,000 in eligible reimbursement costs
- Staff verified there are sufficient project savings and resources in FY2015 budget
- Next Steps
  - Present final agreement for Board approval
  - Conduct outreach during summer
  - Construction September – November, 2015





**TO: John Hale, Chairman, CCDC Board Executive Committee**  
**FM: John Brunelle, Executive Director**  
**RE: CCDC Operations Report – March 2015**

Development Team: Todd Bunderson, Doug Woodruff, Shellan Rodriguez,  
Karl Woods & Matt Edmond

#### Events Coming to the West End

The West End community loves food trucks, and we're going to be having another Food Truck Rally on May 15<sup>th</sup>. This event will benefit the American Cancer Society & each truck will present a purple themed dish. In addition, the YMCA will be organizing its 2<sup>nd</sup> Y Not Tri in the West End this summer. It was a great success last year, and when Esther Simplot Park is completed in 2016, this event will truly be top notch.

#### Pioneer Corridor Easement

CCDC Board was informed of staff's progress on the Pioneer Corridor and associated easement at the March meeting. The easement will go to Parks and Rec Commission and City Council later in April and the Type 4 Participation Agreement and Development Agreement will be presented at CCDCs board meeting in April. The Land Group has completed initial design.

#### Pioneer Corridor Phase 3 Construction

A T4 participation agreement will be considered at the April 13 Board meeting. Under the agreement, the developer has until October 2015 to construct the pathway and be reimbursed. In the event the developer chooses not to make the improvements the CCDC have until the end of 2016 to commence construction in order to keep the easement in force. Staff is negotiating a design contract with The Land Group at this time.

#### Hormaechea DDA - 620 S 9th St

We are working closely with the developer on this housing project and receive periodic progress reports. The developer is working on obtaining the last of his equity commitments. The developer will be updating the CCDC Board in April.

#### Boise City 6.5 Acre Development/Disposition

Staff have been working with Jay Story and City PDS regarding development scenarios and approaches for this strategic parcel of city-owned land. This work has involved a couple of executive sessions with the city council and multiple staff work sessions. Current efforts are advancing with a plan to list the property for lease/trade to ascertain interest in this approach prior to pursuing either an auction or cooperative development plan with CCDC.



#### Public Art - Whittier Fence

CCDC has paid our portion of the project to City of Boise to close out FY14 (\$10,000). Dennis & Margo Proksa of Black Rock Forge in Pocatello were selected to be the artists, and they are working on the design concept. Karen Bubb expects a final concept in March 2015.

#### West End SS Standards

Staff developed an RFP in consultation with Boise PDS staff for downtown streetscape manual update, to include West End types & standards, and submitted to Jensen Belts. Effort will include adding West End streets & types to map/manual and incorporating previous work by Boise PDS.

#### Baseball Stadium

CCDC / Boise City development staff have continued discussions and proposal refinement of a facility to be constructed by the ownership group/affiliates of the Boise Hawks and have additional scheduled meetings later in April.

#### Central District Sunset Plan

Overall steps outlined; coordinating with Elam & Burke

#### Charter for The Grove Plaza (Grove 2.0)

Agency staff presented an update to City Council and the District's Board in March. The work to-date was well received. A May 2nd public outreach booth at the Saturday Market will utilize an online survey to capture public input on the Grove Plaza renovation. The next stakeholder meeting is scheduled for May 6th, at which public input and a draft charter will be reviewed.

#### City Hall Plaza Design & Funding

City has completed conceptual design and public outreach. Due to construction budget overruns and temporary bus staging at the plaza, the project has been put on hold until Main Street Station is operational. CCDC staff continues to attend project meetings and is working with city staff on funding issues. Next step is to negotiate a JPA for funding.

#### MMC: Environmental & Tree Wells

Construction remains on schedule. The Main Street lid is complete and one additional travel lane has been reopened. VRT and Gardner Co. continue to value engineer the design to bring the project into budget. The construction fence on the Grove Plaza is scheduled to be moved prior to June 3rd, the season's first Alive After 5 event.

#### PP3: Gardner - City Center Plaza Project

Counsel is finalizing needed amendments in order to process payments.

#### PP5: SS: Westside of 6th (City Hall)

The streetscape surrounding the eastern half of City Hall is being improved as part of the City Hall renovation project. CCDC has agreed to fund a majority portion of the streetscape improvements. A T4 JPA agreement is in place that details the terms of compensation. Construction is slated to be completed in May, 2016.

#### Carley Concept - 5th & Front Parking Garage

CCDC has provided a soft commitment letter to Old Boise, LLC. Staff would like to bring on a financial feasibility consultant. Waiting on approval. Staff expects Developer to submit additional financing strategies for review. Staff meets with Developer on a regular basis.

#### Carley Concept - 5th & Idaho Mixed Use Apartments

CCDC Board designated the streetscapes as a potential T4 project and additionally public open space and utility costs as a T2 project. Staff is working with the developer regularly to determine the economic feasibility of the proposed project.

#### Convey 617 S. Ash St. (Erma Hayman House)

In March the CCDC Board authorized the proposed Rivers Street Public Archaeological dig on the property. Staff is working with the applicant to draft and finalize all necessary agreements. Additionally Preservation Idaho submitted a proposal to renovate the structure and presented their proposal as an informational item to the Board.

#### Property Development: 429 S. 10th Street (Plum)

Develop strategy for disposition, work with City.

#### Property Development: 503 - 647 S. Ash Street

In March the CCDC Board authorized the proposed Rivers Street Public Archaeological dig on the property. Staff is working with the applicant to draft and finalize all necessary agreements.

#### Property Development: 5th & Front (Remnant)

This parcel could be used in the proposed adjacent development concept. Disposition options are being explored.

#### George's Cycle Streetscape

Staff continues to work with Hummel Architects regarding a Type 1 Streetscape Grant. Staff expects to receive a formal request for a Streetscape Grant upon project design completion and bidding in coming weeks.

#### Historical Museum Streetscapes

LKV Architects outreached regarding using the PP for streetscape improvements on Capital. Staff expects to receive a formal request for a Type I Streetscape Grant in the few weeks.

#### PP4: JPA: Public Works Central Addition Geothermal Expansion

Public Works is awaiting confirmation of federal funding reallocation prior to signing the T4 JPA agreement. Project remains on schedule with an October, 2015 completion date.

#### Inn at 500

Staff has met with the developer and has provided a letter of support for the Inn at 500 Capitol which outlines CCDC's commitment to working with the developer to achieve the goal of accessing a portion of a nearby public garage for valet parking needs. Additionally staff expects to receive an application for financial participation for streetscapes and other public improvements.

#### LocalConstruct-Historic Homes - Removal & Receiving Sites Review

The need for CCDC's participation is not yet determined but staff communicates regularly with the City and the Developer to keep apprised of the current needs.

#### Local Construct Project - 5th & Broad

A Type 3 LOI has been fully executed and staff will continue to work with the developer and their attorney to negotiate a final agreement for future Board approval.

#### Parcel B Redevelopment

This project has been an ongoing topic of discussion at the Tri-Agency meeting. The most recent meeting of March 31 included the consideration of a local development proposal by Gardner Group to enter into an MOU to determine a development plan in consultation with the District, CCDC, and Boise City. The District Board voted to direct staff to pursue the drafting of an MOU to be considered by the Board.

#### PP3: JUMP!/Simplot HQ

Drafting an T3 agreement with Counsel. Schedule and cost estimates have been requested. Staff attended an Open House and site tour held on Feb. 27th.

#### Rocky Mtn. Dev. -Payette Brewery Relocation

Awaiting developer request, although a CUP application has been submitted to the City of Boise.

#### SS: 12th & Front

Bids were opened for the project on April 2, 2015. The apparent low bidder is Guho Corp. for the Base Bid, Bid Alternate #1, and the total of both Base Bid and Bid Alternate #1. Determination of the lowest responsive bidder will not be final until the CCDC Board of Commissioners reviews the Bid results at its meeting on April 13, 2015, and decides whether to award a contract and which Bidder will receive the contract award. Construction is anticipated to begin May 5.

#### SS: Eastside of 6th (Idaho/Alley)

Bids were opened for the project on April 2, 2015. The apparent low bidder is Guho Corp. for the Base Bid, Bid Alternate #1, and the total of both Base Bid and Bid Alternate #1. Determination of the lowest responsive bidder will not be final until the CCDC Board of Commissioners reviews the Bid results at its meeting on April 13, 2015, and decides whether to award a contract and which Bidder will receive the contract award. Construction is anticipated to begin May 5.

#### SS: Fulton Street Concept Plan

Fulton Street is central to Boise's Cultural District and is being considered for street and streetscape improvements that will prioritize pedestrians and can accommodate festivals. CCDC is seeking a consultant to prepare a conceptual master plan by summer, 2015 in preparation for design and construction in FY2016. Next step is determining consultant selection process. A design competition is under consideration.

#### SS: Idaho St Both Sides 5th/6th

Bids were opened for the project on April 2, 2015. The apparent low bidder is Guho Corp. for the Base Bid, Bid Alternate #1, and the total of both Base Bid and Bid Alternate #1. Determination of the lowest responsive bidder will not be final until the CCDC Board of Commissioners reviews the Bid results at its meeting on April 13, 2015, and decides whether to award a contract and which Bidder will receive the contract award. Construction is anticipated to begin May 5.

#### SS: S 8th St (Broad/Myrtle)

Agency staff received a T4 participation program application from the major property on this block requesting reimbursement for the construction of sidewalk improvements on both sides of the street. The proposal will be presented to the board on 4/13 and brought back at a future

date for final approval. If the proposal is accepted, construction would start in late September, 2015.

#### SS: Westside of 5th (Main/Bannock)

Bids were opened for the project on April 2, 2015. The apparent low bidder is Guho Corp. for the Base Bid, Bid Alternate #1, and the total of both Base Bid and Bid Alternate #1. Determination of the lowest responsive bidder will not be final until the CCDC Board of Commissioners reviews the Bid results at its meeting on April 13, 2015, and decides whether to award a contract and which Bidder will receive the contract award. Construction is anticipated to begin May 5.

#### Vacation of Right of Way by Hayman House/Alley

RFP to The Land Group 3/26; Jim Washburn is working on it. In discussions with Boise Parks (the other adjacent property owner) on agreement to vacate and division of property.

#### Macy's Building Redevelopment

The CCDC Board has approved terms of a T3 Participation Agreement. Execution of the Agreement is pending final due diligence of Athlos Academies leading to the closing on the property.

#### RFQ/P 1401/1403 W Idaho St

CCDC Board was informed of staff's progress on the Pioneer Corridor and associated easement at the March meeting. The easement will go to Parks and Rec Commission and City Council later in April and the Type 4 Participation Agreement and Development Agreement will be presented at CCDCs board meeting in April. The Land Group has completed initial design.

#### SS: 11th Street (Alley/Idaho)

Design consultants finishing drawings to submit for ACHD review on 4/6/2015. Bid scheduled to be issued 6/2/2015 with a construction start in August, 2015.

#### SS: 13th Street

Design consultants finishing drawings to submit for ACHD review on 4/6/2015. Bid scheduled to be issued 6/2/2015 with a construction start in August, 2015.

#### SS: 14th Street

14th Street streetscape improvements have been pulled from project scope for the year due to property owners that are opposed to the improvements and other circumstances.

#### SS: 15th Street

Design consultants finishing drawings to submit for ACHD review on 4/6/2015. Bid scheduled to be issued 6/2/2015 with a construction start in August, 2015.

#### Street Furniture - 10th Street Selection/Installation

Silver trash cans in place. Remaining item is the benches. Going to use standard benches. Spoke with stakeholders, CTY and 601 Gallery. Locations selected. Working on getting installed

#### AC/BC HA 32nd St. Property Concept

CCDC has received various schematic design ideas from CTY Architects for the strategic parcels along 27th street and staff is working on planning the next steps for the area.

#### Boise Bike Share

Location on Grove Plaza finalized. License and Sponsorship Agreement signed. \$10k sponsorship paid for 2015. Installation to occur 4/13-4/14. "Grand Opening" event scheduled for 4/15.

#### City of Boise Urban Parks Plan

The City of Boise PDS has developed a public engagement plan that consists of interactive public boards, focus groups, an advisory group, open houses, walking tours. A project debriefing is planned for April, 2016. CCDC staff are coordinating the Grove plaza public outreach efforts with this larger public engagement effort.

#### Construction Manager At Risk Documents

The 2014 Idaho Legislature added the Construction Manager at Risk option to the state's purchasing statutes. CCDC staff attended the first NIGP / IPPA Construction Manager at Risk training program in January. Given that the current year streetscape projects are already well underway, the Agency plans on using the "CM at Risk" procurement option for one of its 2016 streetscape projects.

#### DBIP (DT Boise Implementation Plan) Update

The second meeting was held on 2/24 at which discussion of two-way conversion of 5th and 6th street was discussed. ACHD estimates the soonest the conversion can take place is 2017, contingent upon approval from ACHD. Subsequent coordination with CCDC staff and ACHD pavement managers has been embodied into the 5 year CIP being presented at the strategy work session on 3/9. CCDC and ACHD staff have a tentative agreement to partner on combined streetscape/road rebuild projects on Fulton, 9th/east end and Broad, Capitol/2nd, as well as coordinating work on Bannock, 9th/Capitol in 2016.

#### Downtown Housing Study

ECONorthwest & Leland Consulting are collaboratively working on the housing study. Lorelei Juntunen (ECONorthwest) will be presenting the Housing Study at CCDC's April Board meeting. Staff is planning an invite only housing developer discussion with both consultants on April 30th.

#### FY16 CIP Streetscape Design Work

Early design work along Broad Street will include a neighborhood stormwater plan as well as a Design Review approval of a Broad Street CIP project that extends from Capitol Blvd to 2nd Street. Surveyors began producing maps of Broad Street in late March. Staff is preparing a design proposal and will be conducting public engagement in April.

#### Multi-Purpose Stadium

This project has been an ongoing topic of discussion at the Tri-Agency meeting. The most recent meeting of Feb 26 included discussion of separating the two concepts (baseball and soccer-lacrosse-football venues) to better align with physical dimensions of property locations and to better align with partnerships related to each idea.

#### Public Art - Traffic Box Artwork

14 Boxes identified for FY15 plus an additional 2 for 30th St branding. Art ideas received by City of Boise, selection panel will be 3/9 from 12-4p.



#### Wayfinding Project

Staff and DBA reviewed the first draft sign legend plan and proposed destination nomenclature. Stakeholder group will be revising the legend plan in April. Color samples will be installed April 27 for review, with final approval of colors and design by city council and CCDC board in May.

#### CCDC Capital Improvement Plan

CCDC, PDS and ACHD staff are coordinating 5 year CIP budgets and prioritizing projects based on impact of development, pavement condition, and downtown connectivity. Preliminary discussions have been embodied into the 5 year CIP being presented at the strategy work session on 3/9.

#### CCDC Financial Review & Business Plan

An update was completed for the March Board strategic planning session. Additional work and refinement is underway in drafting a coordinated interagency approach to review, input, and approval of a 5-year capital improvement plan.

#### Outreach & Networking re Commercial Real Estate Development

Staff have been actively outreaching and networking via participation in multiple real estate oriented conferences and urban planning sessions at BOMA, ULI Idaho, BVEP, Preservation Idaho, Banking Sponsored Events dealing with commercial real estate development.

#### Update CCDC Streetscape Manual

Staff developed an RFP in consultation with Boise PDS staff for downtown streetscape manual update, and submitted to Jensen Belts. Effort will include incorporating previous work by Boise PDS, including streetscape standards for the Central Addition neighborhood, West End street types and map area, and emerging practices (e.g. Silva Cell technology) into the standards. Anticipating a staff report to Board in July, 2015.

#### Pre-Development Advisory Meetings

Staff have been regularly attending Boise City pre-development meetings to assist and advise prospective developments and the entitlement process and on CCDC's Participation Program and to proactively engage the developer in advancing and assisting the project.

### Parking & Facilities Team: Max Clark & Ben Houpt

#### Capitol Terrace Garage - Waterproofing

Invitation for bid published on 4/1/2015. Bid opening scheduled for 4/30/2015.

#### Capitol Terrace Parking Expansion

Staff met with the Executive Committee on 3/31 and reviewed the project status. Staff was directed to continue exploring funding options for the project.

#### PARCS Project

Scanners have been replaced in several machines and are working well. We are testing some problems with intercoms and connectivity. We expect to close out the project by the end of May, 2015.

### Exterior Signage for All Garages

Per discussion with Max and John, CCDC will be working with Kimley-Horn on exterior garage signage. Wayfinding signage directing to garages will employ the universal 'P' for parking (preferably in the same typeface as the new CCDC logo).

### Parking Rate Examination

The Board will preview this project and other 2015 parking initiatives at their 4/13/15 Regular meeting. If approved, the project will be initiated in May, 2015, with completion within 3 months.

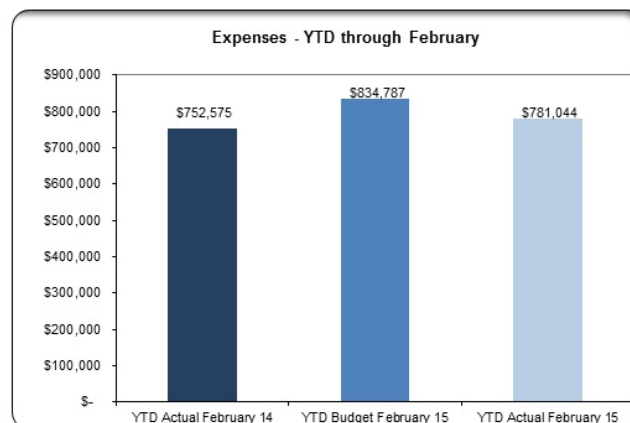
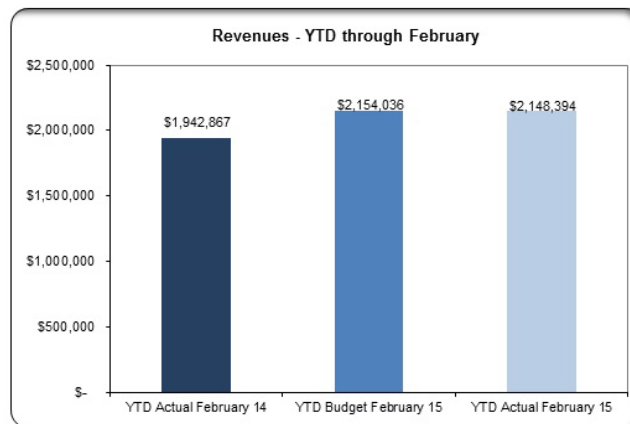
### Parking Strategic Plan

The Board will preview this project and other 2015 parking initiatives at their 4/13/15 Regular meeting. If approved, the project will be initiated in May, 2015, with completion within 6 months.

### Parking Website

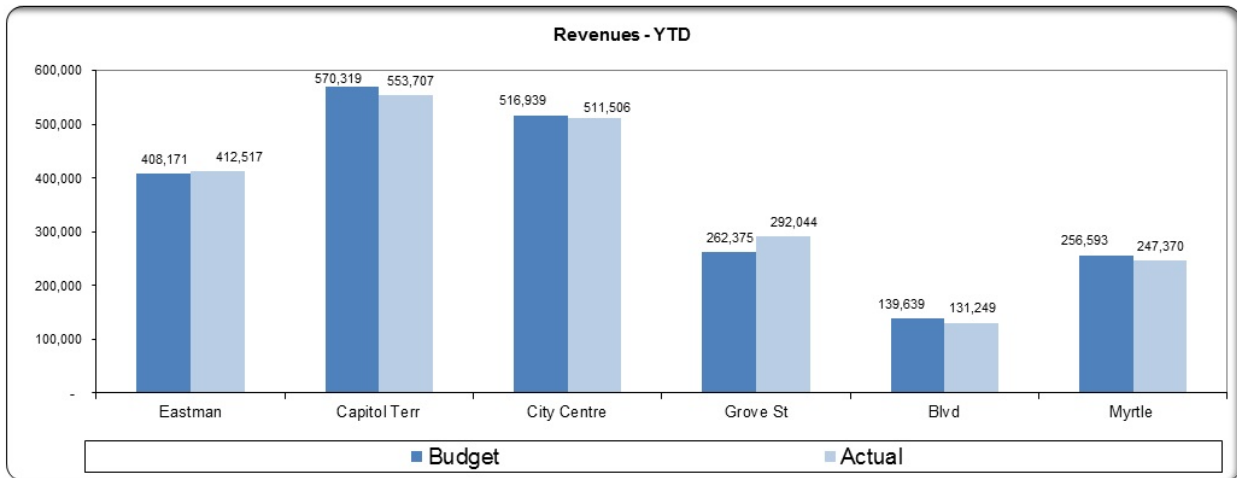
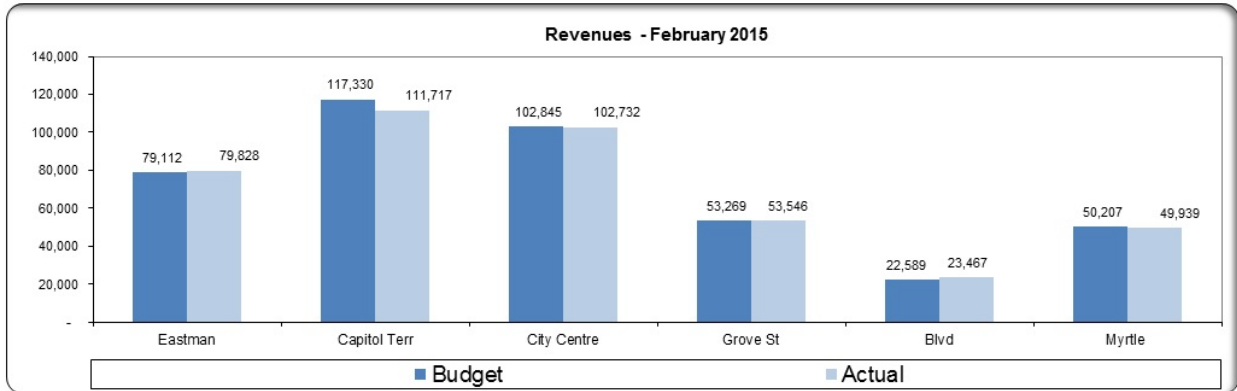
On Tuesday, December 23rd the new DPPS website went live under the domain: [www.boiseparking.com](http://www.boiseparking.com). Currently, this website is "informational" in terms of static and dynamic information, including news releases, event information. Phase 2 has plans to display real-time information and online payment processing.

CCDC  
System-wide Parking Operations  
Comparisons with Prior Year and Budget

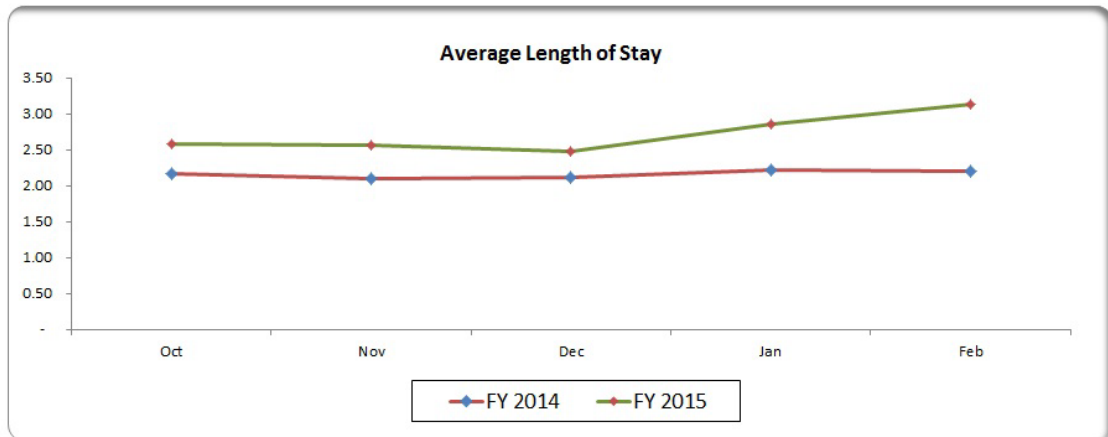
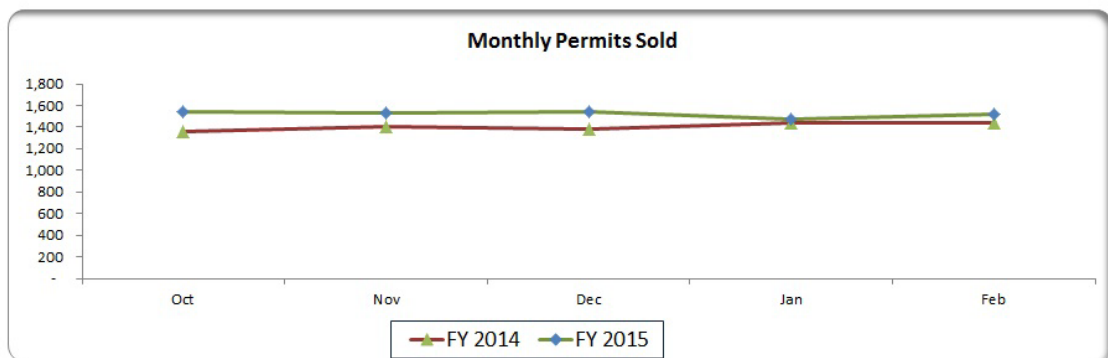
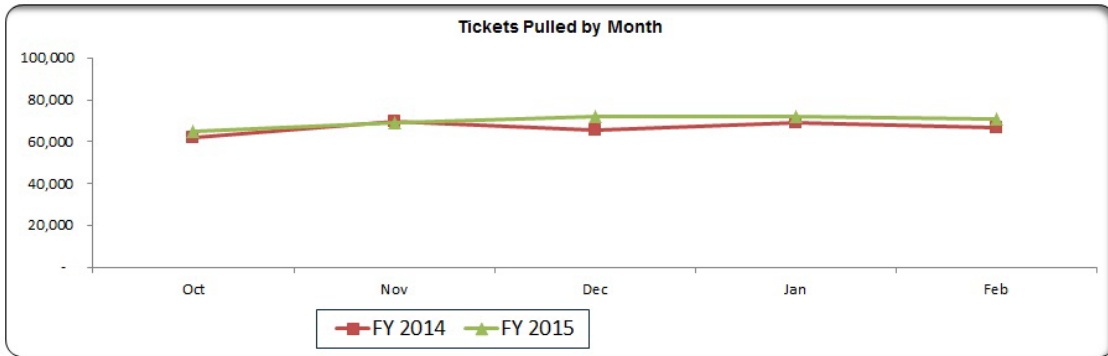




**CCDC  
Parking Results by Garage  
Budget v Actual - Current Month & YTD**



**CCDC  
System-wide Parking Results  
Tickets Pulled, Permits Sold, and Average Length of Stay by Month - Prior Years v Current Year Actual**



#### Convention Centre Expansion - Bond Sale:

After the district court rejected GBAD's first judicial confirmation petition which would allow CCDC to provide conduit financing for the project, the CCDC Board of Commissioners at its September 2014 meeting authorized Eric Heringer, Piper Jaffry, to prepare an RFP for direct placement of up to \$23.5 million in notes to fund convention center expansion taking into account the judge's concerns. At its December 2014 meeting, the CCDC Board approved Resolution 1370 authorizing the execution of the Revised Summary of Proposed Terms & Conditions with Wells Fargo Bank and replace the form of the Lease Agreement (Annual Appropriation) to the Amended & Restated Development Agreement. A second petition for judicial confirmation was also submitted to the court on December 19. Oral arguments occurred February 25 before Judge Lynn Norton. This second petition was denied on March 23. On April 9, GBAD voted to appeal to the Idaho Supreme Court. Even with an unsuccessful appeal a current case law void is expected to be filled. Some of the construction activity involving the convention center expansion building and concourse connection through the Sports Zone and ultimate connection to the existing GBAD facility will continue with or without judicial confirmation and will involve CCDC.

#### MMC: Ongoing FTA Matching Funds

CCDC is providing a 20% (\$2.4 million) local match to VRT's 80% (\$10 million) FTA earmark to construct Main Street Station (MMC). Monthly draws are invoiced, reviewed and coordinated with VRT to pay the developer, Gardner Co. To-date, \$916,818 or 43% of the local match has been drawn.

#### Central Addition/LIV District Finance Plan

LIV District Central Addition improvements conceived by the city in the RM-OB District are being incorporated into the Agency's FY15 and FY16 budgets. Being a multi-year project, estimated costs, funding sources, timelines and responsibilities for each element/ project continue to be refined. The Board received a presentation at its Feb 2015 meeting and has provided direction to staff. At its December 2014 meeting, the Board designated the expansion of the city's geothermal system into the Central Addition LIV District as a Type 4 (Joint Powers) Participation Agreement and directed staff to negotiate and return with terms and conditions for Board consideration. Also at its Feb 2015 meeting, the Board directed staff to schedule Central Addition LIV District Broad Street capital improvements in the Agency's five-year capital improvement plan as well as commission a Broad Street urban design plan. Finally, at its Feb meeting, the Board designated a potential Type 3 (Special Assistance) Participation Agreement with developer Local Construct for its parcel on the southwest corner of 5th & Broad streets. Staff will return with final terms for Board consideration.

#### Trailhead Incubator (3 agreements)

"Agreement 1: CCDC - City MOU regarding the Trailhead business incubator includes an agreement to split rent expenses 50/50, hire a consultant to operate Trailhead, etc., was approved by the CCDC Board on 12/15/14.

Agreement 2: CCDC and consultant Actuate Boise finalized an Entrepreneurship Consulting Agreement for Actuate Boise to operate the Trailhead incubator 1/29/15.

Agreement 3: CCDC and Rim View LLC finalized a 5 year, triple net commercial office lease on 1/30/15 (effective 2/1/15) for 14,800 sq ft at 500 S 8th Street costing \$10,7925 in Year 1 and increasing 2.5% per year for a total of \$659,146 over 5 years. The cost will be split 50/50 between CCDC and the City. CCDC will pay 100% of all utility costs for Year 1 with that percentage decreasing by 10% annually to a final amount of 60% by Year 5 of the lease.

#### A Revolving Line of Credit

The Agency has a \$7 million Line of Credit for the Central, River-Myrtle/Old Boise and Westside districts with four banks. US Bank requires senior debt. Bank of America is avoiding unfunded debt due to liquidity concerns but expressed an interest is coming up with a Plan B. Banner Bank responded in December that they also would require senior debt. Staff has been working with Wells Fargo since January and, having provided various data, continues to await the results of the bank's analysis. After some research, it became evident that a credit union's ability to issue such a line is limited. Staff will also consult with counsel, bond counsel and financial advisor to determine impacts of agreeing to US Bank's senior debt requirement (e.g. effect on debt capacity). All agreements are in-place, Trailhead became operational in March 2015. "

#### Risk-Based Cycling Review of Internal Controls

A Request for Qualifications/Proposals soliciting firms to perform the Agency's Three Year Risk-Based Cycling Review Plan has been prepared for Executive Committee review. A list of qualified firms will be directly solicited. The RFQ/P will also be posted on the Agency website and an invitation to submit proposals will be published in the newspaper. Year 1 would focus on the now fully-implemented \$1.9 million Parking Access and Revenue Control System (PARCS) in the Agency's six-garage Downtown Public Parking System, particularly the money-handling protocols, internal controls and related policies.

#### Central District Termination

Staff is participating in meetings to review statutory requirements and determine appropriate actions associated with the termination of the Agency's original urban renewal district, the Central District. Central was created in 1987 for a 30 year term. Other participants have included Agency counselors from Elam & Burke, the Agency's financial advisor from Piper Jaffray, representatives from the Idaho State Tax Commission and an impacted taxing district, Boise School District. Simply put, FY 2018 is the last fiscal year for which the Agency will prepare a budget for Central District revenues or expenses. And although Central's official termination date is December 31, 2017, the Agency will be able to collect Tax Year 2017 property taxes when they are distributed in January and July 2018. As a courtesy to the seven impacted taxing districts (Ada County, ACHD, Boise city, Boise School District, EMS District, Mosquito Abatement District and CWI Community College District), CCDC will ensure they are aware of Central's termination soon after the Agency's FY18 budget is adopted. Formal Board action terminating the district must not occur before January 1, 2018 but should ideally occur shortly thereafter to allow as much time as possible for the many termination-related processes to be completed.

Many Central District termination issues remain. The most important decisions will be up to the Board. The most interesting issues appear to be the disposition of CCDC assets in the Central District: parking garages, the CCDC-owned portion of 8th Street between Bannock and Main streets, and the Grove Plaza.

### Local Match for Main Street Station

To-date the Agency has provided \$917,000 or 43% of its \$2.1 million local match commitment for Valley Regional Transit's multi-modal center as part of the City Center Plaza project in the Central District. Most of the \$10.7 million project's funding – 80% or \$8.5 million – is coming from a federal earmark to VRT. Paying for some of this local match was a potential use of the Revolving Line of Credit in the Agency's current year budget. As previously reported, the Agency has not received what it considers to be acceptable terms for a line from the financial institutions it has been working with. Depending on how the project progresses, the Agency may be able to cash flow its match commitment for FY15 or it could seek a note of yet-to-be-determined size on more favorable terms.

### Quarterly Financial Reports

Included in the April Board Meeting Packet is the Year-to-Date Financial Report for the first quarter (October 1 thru December 31) of FY 2015. These reports feature a budget summary, revenue and expense highlights, budget-to-actual numbers and a report on operating revenues. The Q2 report (January thru March) will be ready and included in the Board's May Meeting Packet. Future reports will become standard features in Board Meeting Packets each quarter.

### Competitive Procurement Activity

#### Streetscapes

1. River-Myrtle / Old Boise District (6.5 block faces). Bidding closed on April 2. The Board will receive a staff report and information sufficient to award the contract at its regular April. The construction contract is being prepared in anticipation of the Notice to Proceed being issued the last week of April.
2. Westside District (4.5 block faces). Staff is preparing the Invitation to Bid which is scheduled to be issued on June 2. ACHD is reviewing construction plans.

#### Capitol Terrace Garage Waterproofing.

The Invitation to Bid was issued on March 31. Bids must be received by April 30th.

#### Historic Street Lights Update.

The status of safety certification for the historic street light assemblies remains unchanged; there is only one assembly that is safety-certified and accepted by the city of Boise for installation in the streetscape projects. In March the Board approved staff's proposal to have the historic street lights for the River-Myrtle/Old Boise Streetscapes project procured by the contractor rather than the Agency. In the event safety certification is not received by early May, the Board will be asked to also allow the contractor ultimately selected for this year's Westside streetscape project to procure the historic street lights as part of the contract in order to meet construction deadlines.

#### Other Contracts Activity:

Quadrant Consulting, Inc. Task Order for civil engineering services for the Westside Streetscapes Project, including construction documents, permitting, and bidding assistance. This engagement includes subcontract work by Musgrove Engineering and Ally Structural Consulting.

Kimley-Horn and Associates, Inc. On-Call Professional Services Agreement for five years (2015-2020) to provide the following consultant services related to parking and transportation: long term planning, investment, management, and coordination; parking garage design and equipment; system operations and customer satisfaction; and parking supply / demand and parking rates.

The Land Group, Inc. In anticipation of the public infrastructure improvement project in the city's first LIV District – expansion of the city existing geothermal system – a Task Order for a topographic survey of the ten blocks of public rights-of-way within the Central Addition extending from Capitol Blvd. to 2nd Street, between Front and Myrtle Streets.

ZGF Architects Task Order to represent CCDC's ownership interests and provide design services in developing an updated version of the Grove Plaza Charter – including design concepts and conditions assessments.

CSHQA Task Order to provide construction drawings and plumbing specifications for improvements to the Capitol Terrace parking garage associated with the waterproofing project.

SeaReach LTD Contract Amendment regarding the downtown wayfinding system to expand the scope, update deadlines, and increase the amount of reimbursement because of increased public outreach and design revisions.

The Parking Consultants Task Order Amendment 2 to update deadlines and increase the amount of reimbursement for administration and oversight as the Agency's representative for PARCS installation and project closeout due to certain unforeseen delays.

Sidwayz Productions Professional Services Contract for High Definition video clips and photography in support of the 30th Street (West End) revitalization efforts of identity communication.

American Cleaning Service General Services Agreement for ongoing janitorial services at Trailhead.

Total System Services, Inc. General Services Agreement for ongoing HVAC maintenance and service at Trailhead.

Power Wash Plus General Services Agreement for pressure washing 8th Street, between Bannock and Main Streets, in advance of repainting.

Pavement Specialties of Idaho, Inc. Public Works Construction Contract for repainting 8th Street, between Bannock and Main Streets.

MR Priest Work Request for refurbishing the Agency's A-Frame signs and fabricating new sign-barricades, all with the new agency logo and colors.

Gingerich Site & Underground Task Order for activation, maintenance, and winterization of three irrigation systems the Agency controls for certain landscaping in rights-of-way.

Carew Co. Amendment 2 to the Professional Services Agreement to extend the deadline and increase amount of reimbursement due to an expanded scope involving Agency logo and website redesign.

JedSplit Creative Task Order for signage design and layout for the Agency's sponsorship of a Boise Green Bike kiosk on the west spoke of the Grove Plaza.

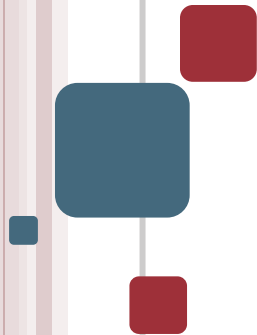
JedSplit Creative Task Order for graphics for the Agency's 1 Year and 5 Year plans, as well as business card design.

JedSplit Creative Task Order Amendment to expand scope, updated deadlines, and increase amount of reimbursement related to graphics for signage and office templates.

# CCDC PARKING INITIATIVES

## 2015 – 2016

April 13, 2015





## Introducing:

# Kimley»Horn

Kimley-Horn is one of the nation's premier planning and design consulting firms.

## Kimley-Horn and Associates

### Key Project Staff

- **L. Dennis Burns, CAPP**
  - Regional Vice President and Senior Practice Builder, Phoenix, AZ
    - Project Manager
- **Vanessa K. Solesbee, M.A.**
  - Senior Practice Builder, Denver, CO
    - Assistant Project Manager

## Rankings

In 2014, *Engineering News-Record* ranked Kimley-Horn:

- 33 of Top 500 Design Firms
- 15 of Top 50 Transportation Firms
- 15 of Top 100 Pure Design Firms

In the 2014 *Engineering News-Record* "Top Design Firms" Sourcebook, Kimley-Horn was ranked:

- 3rd for Retail
- 2nd for Multi-Unit Residential
- 6th for Airports
- 12th for Highways
- 12th for Water Treatment & Desalination
- 13th for Mass Transit and Rail
- 16th for General Building
- 26th for Water Supply

# Proposed Parking Projects 2015 – 2016

## SEVEN MAJOR PROJECTS!

1. Strategic Plan
2. Rate Analysis
3. System Re-Branding
4. Garage Signage  
(exterior & interior)
5. Garage Construction  
Standards Update
6. Demand Modeling  
(Park + Software)
7. Management Plan Update



## CCDC STRATEGIC PARKING PLAN

- **Description:**

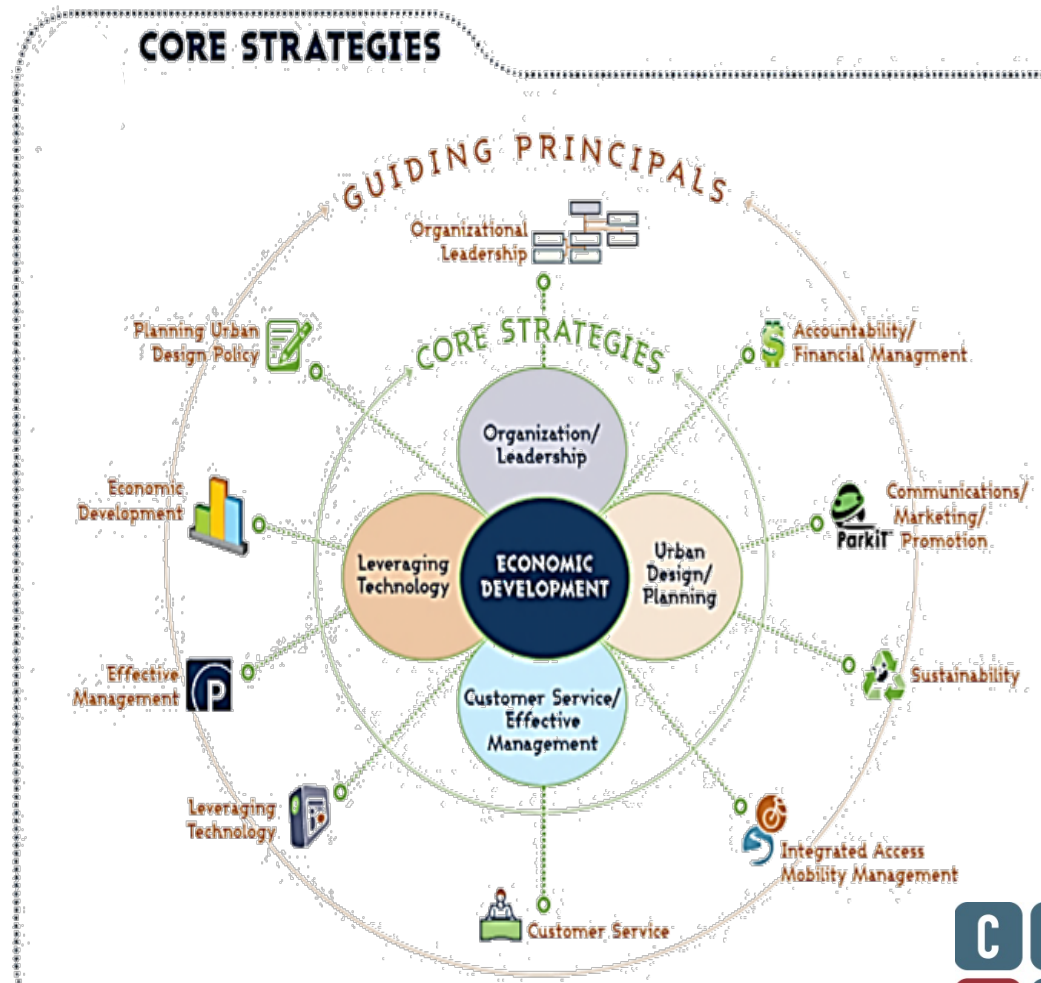
- Comprehensive Plan to integrate CCDC's Parking Investments into the Agency's future mission and vision

- **Deliverables:**

- Strategic Plan
  - Guiding Principles
  - Core Strategies
  - Implementation Action Plan
  - Development Strategy
    - Supply/Demand Update (Park + Model)

- **Project Duration:**

- 6 Months



## CCDC PARKING RATE ANALYSIS

### • Description:

- Comprehensive Off-Street Parking Rate Assessment
- Rate Compatibility with City On-Street Parking

### • Deliverables:

- Proposed rate assessment involves two complementary tools:
  - Dynamic Excel-based “rate modelling tool” and
  - “Recommended Parking System Investment Plan”

### • Project Duration:

- 3 Months

**Recommended Parking System Investment Plan**  
 FY 2009 - FY 2012  
 Total Plan Budget - \$4,982,410

**“Goal Statement”** CCDC will develop and manage parking as a critical element of public infrastructure and as a tool to promote and sustain downtown economic development. One major goal of this rate planning cycle, based on this dual mission, is to maintain the successful “Trot Hour Free” program due to its significant economic benefits to a wide range of downtown stakeholders. Parking system investment will be guided by 2 primary principles: “effective and responsive program management” and “making downtown Boise a more visitor friendly and preferred regional destination”.

**Infrastructure Reinvestment**  
 To be a “good steward” of the public parking system, these tasks represent the minimum required investment needed to address system infrastructure debt service and bond covenant obligations & other agency prioritized projects.

**Routine Maintenance & Equipment Replacement**  
 This category covers routine maintenance issues and projects needed to keep the parking system’s facilities operating at the standards demanded by the community and the agency. It also addresses planned replacement of equipment and systems that are reaching the end of their useful life.

**“Best-In-Class” Program Initiatives**  
 Elevating the parking program from “Good to Great” is a strategy aimed at strengthening the downtown for benefit of a downtown stakeholder. It is aligned with the Mayor’s initiative to making Boise one of the country’s “Most Livable Cities”. Projects in this category touch on key issues such as, safety, wayfinding, customer services, branding and marketing, communications and technology upgrades.

Category	Sub-Category	Item	Cost
Structural Preservation & Infrastructure Investment	One-Time Cost Projects	1. Integrated Revenue & Access Control System	\$1,000,000
		2. Signs in the existing Encapsulation	\$100,000
		3. City Centre Stairwell Preservation	\$200,000
		4. Capitol Terrace Exterior Paint	\$50,000
Technology Planning & Operations	Security, Lighting & Public Safety	1. Pay-On-Pedestrians – City Center and Capitol Terrace Garage – Pilot Program	\$100,000
		2. E-Commerce Package (Online Permit, purchase, etc.)	\$100,000
		3. Multi-Phase sensor assessment & 8 <sup>th</sup> Street Pilot Program	\$100,000
		4. Conduct a “Security Audit” and secure areas below stairwells and address other identified security issues.	\$100,000
Signage & Wayfinding	Facility Maintenance & Cleanliness	1. Replace Sweeper	\$100,000
		2. Replace Maintenance Vehicle	\$100,000
		3. INCREASED Maintenance Staff (7 FTE)	\$100,000
		4. Complete Exterior Facility Signage Package	\$100,000
Signage & Wayfinding	Signage & Wayfinding	1. Complete Exterior Facility Signage Package	\$100,000
		2. Capitol Terrace + Boulevard + 3rd Street	\$100,000
		3. Garage Entrance Enhancements	\$100,000
		4. Capitol Terrace + Boulevard + City Center + Custom	\$100,000
Signage & Wayfinding	Signage & Wayfinding	1. Comprehensive Branding & Marketing Strategy/Campaign	\$100,000
		2. Parking E Newsletter	\$100,000
		3. Parking Annual Report	\$100,000
		4. Integrated Downtown/Parking website (development post-up w/ D&A)	\$100,000
Signage & Wayfinding	Signage & Wayfinding	1. New Technology Introduction	\$100,000
		2. Advertising in Facilities - Initial Capital Investment	\$100,000
		3. Build in-line strategies to companion parking and transit programs.	\$100,000
		4. Promote “unbonding” of parking.	\$100,000
Signage & Wayfinding	Signage & Wayfinding	1. Promote Car Sharing programs.	\$100,000
		2. Promote Bike Concrete Programs such as “bike support”, “bike valet”, etc.	\$100,000
		3. Promote Bike Rides as Art Programs.	\$100,000
		4. Promote Bike Rides as Art Programs.	\$100,000

**Total Cost: \$2,000,000**      **Total Cost: \$800,000**

**Recommended Parking System Investment Plan**  
 FY 2009 - FY 2012  
 Total Plan Budget - \$4,982,410

**Total Cost: \$487,000**      **Total Cost: \$13,000**      **Total Cost: \$13,040**      **Total Cost: \$403,200**

**Total Cost: \$718,000**      **Total Cost: \$320,700**

# PARKING SYSTEM REBRANDING

- **Project Description:**

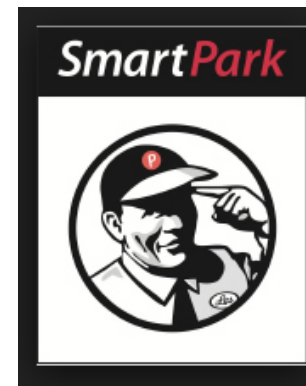
- Develop a more robust brand for the Downtown Public Parking System

- **Expected Deliverables:**

- Coordinated brand strategy
- Utilize existing signage to minimize costs if possible
- Consumer marketing/communications tools
- Internal training and communications plan
- Public relations and advertising strategies

- **Project Duration:**

- Results will be presented along with strategic plan deliverables (3 – 6 months)





## PARKING SYSTEM SIGNAGE

- **Project Description:**

- Assess effectiveness of existing internal and external garage signage.
- Coordinate new parking system signage with larger community wayfinding project.
- Assess potential revisions to the Boise City sign regulations to allow for more effective garage signage.

- **Expected Deliverables:**

- New parking garage signage design concepts
- Integration with new parking system branding initiative
- Cost estimates for 2016 Budget

- **Project Duration:**

- Results will be presented along with strategic plan deliverables (3 – 6 months).



## PARKING GARAGE CONSTRUCTION STANDARDS UPDATE

- **Project Description:**

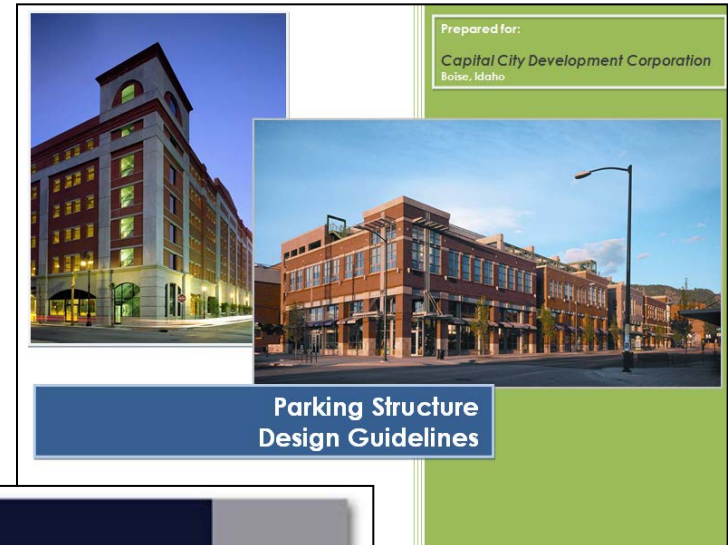
- Update and expand parking garage constructions standards and design guidelines
- Incorporate new concepts and practices from IPI/NPA publication Sustainable Parking Design and Management

- **Expected Deliverables:**

- Examples of parking design guideline elements will include:
  - Site Requirements
  - Site Constraints
  - Circulation and Ramping
  - User Amenities
  - Parking Geometrics
  - Etc.

- **Project Duration:**

- 3 Months



## PARKING DEMAND MODELING ("PARK +")

### Description:

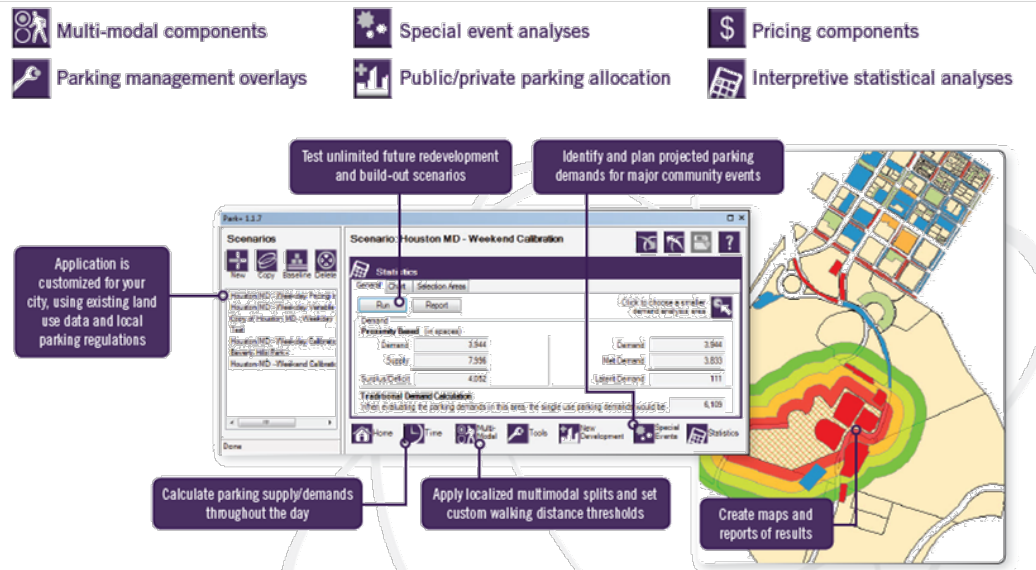
- Parking Demand Modeling Software Tool

### Deliverables:

- GIS-Based parking planning tool that will allow CCDC to:
  - Keep parking supply/demand data up-to-date
  - Track modal split data
  - Develop special event parking plans
  - Run development specific demand analyses
  - House land-use data
  - Customized demand ratios

### Project Duration:

- 3 – 4 Months; project is not expected to be authorized until September 2015





## PUBLIC PARKING MANAGEMENT PLAN UPDATE

- **Project Description:**

- Update existing CCDC Public Parking Management Plan

- **Expected Deliverables:**

- Update DPPS plans, policies, practices and rate structures
  - Address parking issues facing downtown service workers, residential developers and downtown residents
- Develop recommendations re: short, medium and long term investments for parking garage life cycle
- Review and analyze current management plans, policies and practices; recommend improvements

- **Project Duration:**

- This project will follow the development of the Parking Strategic Plan. Expected completion in 2016

# DISCUSSION