

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
June 8, 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 – May 2015
- B. Minutes and Reports
 - 1. Approval of Meeting Minutes from May 11, 2015
 - 2. Approval of Meeting Minutes from May 18, 2015

IV. **ACTION ITEM**

- A. CONSIDER: Approval of site preparation of CCDC owned property at 620 S. 9th Street (10 minutes).....Shellan Rodriguez
- B. CONSIDER: 5th & Idaho Conditional Commitment Letter(10 minutes).....Shellan Rodriguez
- C. CONSIDER: Resolution 1392 ERN with Local Construct for 1401 & 1413 W Idaho (10 minutes).....Shellan Rodriguez
- D. CONSIDER: Resolution 1391 approve Grove 2.0 Design Consultant Selection (10 minutes) Doug Woodruff
- E. CONSIDER: Resolution 1390 approving Task Order with Kimley-Horn for a strategic parking plan(10 minutes).....Max Clark

V. **INFORMATION/DISCUSSION ITEMS**

- A. Operations Report.....John Brunelle
- B. Downtown Streetscape Standards Update.....Matt Edmond

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 05/01/2015 through 05/31/2015**

Board Officer Review

Payee	Description	ACH Date	Amount
Debt Service:			
US Bank Trust	Civic Partners Master/Surplus Trustee Transfers	5/28/2015	8,533.75
US Bank Trust	Civic Plaza Master/Surplus Trustee Transfers	5/28/2015	9,587.25
Ampco Parking:			
Monthly Parkers ACH	Payments from Monthly Parkers	4/7/2015	(10,037.00)
Ampco	Parking Operations & Admin Exp - April	5/26/2015	145,008.20
Payroll:			
EFTPS - IRS	Federal Payroll Taxes	5/8/2015	10,868.96
Idaho State Tax Commission	State Payroll Taxes	5/8/2015	1,878.00
CCDC Employees	Direct Deposits Net Pay	5/8/2015	28,686.03
PERSI	Retirement Payment	5/8/2015	11,216.74
EFTPS - IRS	Federal Payroll Taxes	5/22/2015	11,013.10
Idaho State Tax Commission	State Payroll Taxes	5/22/2015	1,909.00
CCDC Employees	Direct Deposits Net Pay	5/22/2015	28,960.68
PERSI	Retirement Payment	5/22/2015	11,295.51
Other:			
Valley Regional Transit	Local Match MMC	May 2015	283,700.62
Credit Card	Credit Card	5/15/2015	5,702.94
Paid Invoice's	Other Paid Invoice's	May 2015	1,014,787.60
Total Paid Invoices	Total Checks and Electronic payments		<u>1,304,191.16</u>
Grand Totals	Total ACH Transfer		<u><u>\$ 1,563,111.38</u></u>

Reviewed by:
Finance Director

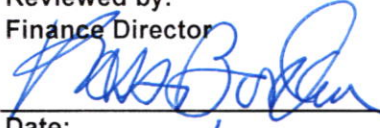
Date:

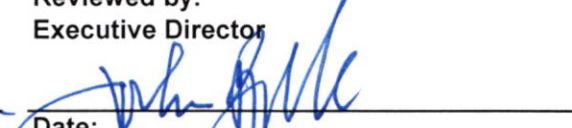
Reviewed by:
Executive Director

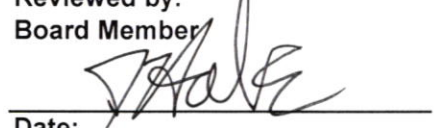
Date:

Reviewed by:
Board Member

Date:


6/4/15


5/2/15


6/4/15

Report Criteria:

Detail report type printed

[Report].Check Issue Date = 05/01/2015-05/31/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
1139	American Cleaning Service	40903	Trailhead Cleaning - 12 Mo	04/16/2015	892.10	61058	05/08/2015
		41323	Trailhead Cleaning - 12 Mo	05/16/2015	892.10	61117	05/29/2015
Total 1139:					1,784.20		
3838	American Fire Protection L	6646	Monthly pump inspection	04/01/2015	110.00	61059	05/08/2015
		6774	Monthly pump inspection	04/24/2015	110.00	61059	05/08/2015
Total 3838:					220.00		
3559	Aurora Technical Consultin	1885	Cloud storage	05/01/2015	320.40	61060	05/08/2015
Total 3559:					320.40		
3770	AutoSort Mailing Services	79672	Grove Postcard Mailing	04/28/2015	680.76	61061	05/08/2015
Total 3770:					680.76		
1292	Berryhill & Co.	11649	Parking Consultant Intervie	04/01/2015	92.00	61062	05/08/2015
		11650	Parking Consultant Intervie	04/01/2015	25.00	61062	05/08/2015
		11670	Board work session lunche	04/01/2015	49.95	61062	05/08/2015
		11756	Board Meeting lunches	04/24/2015	78.00	61062	05/08/2015
		11779	Board Meeting lunches	05/11/2015	89.50	61092	05/20/2015
Total 1292:					334.45		
1316	Blue Cross of Idaho	1509600044	Health Insurance	05/01/2015	15,974.94	61050	05/01/2015
Total 1316:					15,974.94		
1331	Boise Centre	5044-IN	Sprinkler Repair	05/01/2015	54.93	61118	05/29/2015
		8042-IN	Grove maintenance fee	05/05/2015	2,450.00	61063	05/08/2015
Total 1331:					2,504.93		
1376	Boise City Public Works	15-005	City Hall Street Scapes	05/22/2015	467,833.00	61119	05/29/2015
Total 1376:					467,833.00		
1385	Boise City Utility Billing	0077500000	611 8th Sewer #00775000	05/01/2015	427.20	61064	05/08/2015
		0126730000	620 S 9th Sewer #0126730	05/01/2015	25.77	61064	05/08/2015
		0447416001	848 Main St # 0447416001	05/01/2015	11.20	61064	05/08/2015
		0548469002	CD 107 S 9th-Trash servic	04/01/2015	202.93	61064	05/08/2015
		0548469002	RM 107 S 9th-Trash servic	04/01/2015	137.99	61064	05/08/2015
		0548469002	WS 107 S 9th-Trash servic	04/01/2015	64.93	61064	05/08/2015
		0548469002	CD 107 S 9th-Trash servic	05/01/2015	212.73	61064	05/08/2015
		0548469002	RM 107 S 9th-Trash servic	05/01/2015	144.65	61064	05/08/2015
		0548469002	WS 107 S 9th-Trash servic	05/01/2015	68.07	61064	05/08/2015
		0580228000	808 W River St #05802280	05/01/2015	230.07	61064	05/08/2015
		0584042003	1401 W Idaho St #0584042	05/01/2015	72.00	61064	05/08/2015
Total 1385:					1,597.54		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
1424	Boise Office Equip - Servic	IN448982	Copier maintenance	05/01/2015	280.00	61093	05/20/2015
		IN462325	Toner	05/13/2015	60.00	61120	05/29/2015
Total 1424:					340.00		
3552	Boise Weekly	86841	30th Street Event - Food Tr	05/13/2015	650.00	61121	05/29/2015
Total 3552:					650.00		
3857	Carew Co	1540	Logo redesign and website	05/01/2015	1,937.50	61122	05/29/2015
		1591	Logo redesign and website	05/20/2015	850.00	61122	05/29/2015
Total 3857:					2,787.50		
1556	Caselle Inc.	64323	Contract support	05/01/2015	787.33	61051	05/01/2015
Total 1556:					787.33		
1574	CH2MHILL	381027634	Grove Plaza Charter Proje	04/30/2015	8,000.00	61094	05/20/2015
Total 1574:					8,000.00		
1595	CITY OF BOISE	MAY2015	Public Art FY2015	05/12/2015	30,000.00	61095	05/20/2015
Total 1595:					30,000.00		
3909	City of Many Trees LLC	MAY 2015	Rent and NNN	05/01/2015	1,893.00	61054	05/01/2015
Total 3909:					1,893.00		
3691	DeBest Plumbing Inc.	17332	Repair Drinking Fountains -	05/08/2015	142.50	61096	05/20/2015
Total 3691:					142.50		
1787	Downtown Boise Associati	090167	2015 Alive After Five Spon	04/13/2015	7,500.00	61065	05/08/2015
		1222	CD Clean Team	04/30/2015	2,193.63	61065	05/08/2015
		1222	RM Clean Team	04/30/2015	1,491.67	61065	05/08/2015
		1222	WS Clean Team	04/30/2015	701.96	61065	05/08/2015
		1223	8th St Clean Team	04/30/2015	546.00	61065	05/08/2015
Total 1787:					12,433.26		
1838	Elam & Burke P.A.	156926	City Center Plaza Project	03/31/2015	630.00	61066	05/08/2015
		156927	401-0 Parking	03/31/2015	772.00	61066	05/08/2015
		156928	305-1 RM Pioneer Corridor	03/31/2015	1,523.00	61066	05/08/2015
		156930	101-0 30th Street (2008-20	03/31/2015	80.00	61066	05/08/2015
		156931	Multi-Modal Center	03/31/2015	659.00	61066	05/08/2015
		156932	Central District Closeout	03/31/2015	573.00	61066	05/08/2015
		156933	Auditorium District Expansi	03/31/2015	3,312.00	61066	05/08/2015
		156934	Roost Development	03/31/2015	689.00	61066	05/08/2015
		156935	101-0 General	03/31/2015	1,845.40	61066	05/08/2015
		156936	DDA/parking Agreement	03/31/2015	710.00	61066	05/08/2015
		156937	401-0 Parking	03/31/2015	1,145.00	61066	05/08/2015
		156938	305-1 RM Implement	03/31/2015	2,525.00	61066	05/08/2015
		156939	305-2 Westside	03/31/2015	393.00	61066	05/08/2015
		156985	Macy's Building Renovatio	03/31/2015	60.00	61066	05/08/2015
		156986	1401 W Idaho Property Dis	03/31/2015	34.00	61066	05/08/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 1838:					14,950.40		
3917	Event Rent	CON# 31168	30th Street Event - Rental	05/15/2015	53.00	61123	05/29/2015
Total 3917:					53.00		
1898	Fiberpipe	1817-16887	Email, Audio, & Domain	05/01/2015	69.90	61067	05/08/2015
Total 1898:					69.90		
3807	FreedomVoice Systems	2015-050105	Monthly Service	05/01/2015	566.68	61068	05/08/2015
Total 3807:					566.68		
3916	Fund Raisers Ltd.	43047	Administration of brick engr	05/21/2015	7,500.00	61124	05/29/2015
Total 3916:					7,500.00		
3778	Gingerich Site & Undergro	4917	FY15 Watercooler/14th Str	04/30/2015	430.00	61125	05/29/2015
Total 3778:					430.00		
3695	Guho Corp.	150101043-0	2015 RMOB Streetscapes	05/19/2015	269,978.86	61126	05/29/2015
Total 3695:					269,978.86		
3732	Hi Tech Color LLC	76230	Grove 2.0 Changes Postca	04/24/2015	938.00	61069	05/08/2015
		76253	Grove 2.0 Street A-Frames	04/24/2015	530.00	61069	05/08/2015
		76331	Grove Plaza Posters	05/11/2015	329.00	61127	05/29/2015
		76368	CCDC Grove 2.0 Survey E	04/30/2015	550.00	61069	05/08/2015
		76429	A-Frames RMOB SS Outre	04/30/2015	200.00	61069	05/08/2015
		76526	Poster and Banner	05/08/2015	185.00	61127	05/29/2015
Total 3732:					2,732.00		
2129	Idaho Blueprint & Supply C	388031-IN	Color Scan	04/30/2015	8.00	61070	05/08/2015
Total 2129:					8.00		
3914	Idaho Green Fest	MAY 2015	Security Deposit Return	05/01/2015	200.00	61071	05/08/2015
Total 3914:					200.00		
2165	Idaho Power	2200406607	9th St outlets #220040660	04/30/2015	3.54	61097	05/20/2015
		2200910368	617 S Ash #2200910368	04/30/2015	21.28	61097	05/20/2015
		2201627995	9th & State # 2201627995	04/30/2015	3.54	61097	05/20/2015
		2202934903	8th St lights #2202934903	04/30/2015	56.85	61097	05/20/2015
		2203186602	611 S 8th Acct# 22031866	04/30/2015	46.92	61097	05/20/2015
		2205420140	620 S 9th # 2205420140	04/30/2015	117.25	61097	05/20/2015
		2205983212	Grove Vault #2205983212	04/30/2015	32.97	61097	05/20/2015
		2221160779	TRAILHEAD 2221160779	04/22/2015	115.29	61072	05/08/2015
Total 2165:					397.64		
3900	Idaho Records Manageme	0108397	Delivery Service - Records	04/30/2015	243.84	61098	05/20/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3900:					243.84		
2180	Idaho State Historical Soci	12141	Record project phase 3	04/24/2015	81.25	61099	05/20/2015
Total 2180:					81.25		
2186	Idaho Statesman	263244 05/0	Legal Notices	04/30/2015	225.92	61073	05/08/2015
Total 2186:					225.92		
2240	Intermountain Gas Compa	12600200-08	617 Ash St #12600200-089	04/30/2015	10.97	61074	05/08/2015
		14078200-00	611 S 8th Acct # 14078200	04/30/2015	67.94	61074	05/08/2015
		1528300-001	620 S 9th Acct # 15248300	04/30/2015	80.64	61074	05/08/2015
		35958801-28	Trailhead 500 S 8th 35958	04/30/2015	53.34	61074	05/08/2015
Total 2240:					212.89		
3808	Jed Split Creative	1544	Business Cards - Peggy	05/06/2015	93.15	61075	05/08/2015
Total 3808:					93.15		
2288	Jensen Belts	1501-5	2015 OB Streetscape Proje	04/30/2015	1,609.60	61100	05/20/2015
		1509-2	2015 Westside Streetscap	04/30/2015	1,960.30	61100	05/20/2015
Total 2288:					3,569.90		
3715	KB Fabrication & Welding	8190	Bike Racks on Skids - CD	05/22/2015	2,400.00	61128	05/29/2015
		8190	Bike Hoops, Direct Bury -	05/22/2015	516.67	61128	05/29/2015
		8190	Bike Hoops, Direct Bury -	05/22/2015	516.67	61128	05/29/2015
		8190	Bike Hoops, Direct Bury -	05/22/2015	516.66	61128	05/29/2015
		8190	Bike Hoops, Surface - CD	05/22/2015	825.00	61128	05/29/2015
		8190	Bike Hoops, Surface - RM	05/22/2015	825.00	61128	05/29/2015
		8190	Bike Hoops, Surface - WS	05/22/2015	825.00	61128	05/29/2015
		8190	Bike Hoops, Surface - 30th	05/22/2015	825.00	61128	05/29/2015
Total 3715:					7,250.00		
3913	Kimley-Horn and Associate	191934000-0	Parking - On-Call Consultin	04/30/2015	13,056.60	61101	05/20/2015
		19193400-04	Parking - On-Call Consultin	05/01/2015	2,653.42	61129	05/29/2015
Total 3913:					15,710.02		
3439	KPFF Consulting Engineer	0515-115702	Capitol Terrace Parking Ga	04/30/2015	845.00	61102	05/20/2015
Total 3439:					845.00		
1745	LaFollette, Deah	05.28.2015	Insurance deduct reimburs	05/28/2015	19.30	10129	05/29/2015
Total 1745:					19.30		
2396	Leland Consulting Group	5491.1.6	Downtown Boise Housing	04/30/2015	5,585.00	61103	05/20/2015
Total 2396:					5,585.00		
2465	Materials Testing & Inspect	125752	Waterproofing Project - Ca	04/24/2015	200.00	61104	05/20/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 2465:					200.00		
3825	MK Archival Services LLC	05.19.2015A	Records project, phase 3	05/27/2015	390.00	61130	05/29/2015
Total 3825:					390.00		
3767	neurilink llc	24349	Audio Signal Issues - Mara	05/15/2015	195.00	61131	05/29/2015
Total 3767:					195.00		
2615	Northwest Recreation	15-1637	Tree Grates & Frames	05/06/2015	12,319.00	61105	05/20/2015
Total 2615:					12,319.00		
2621	Office Depot Inc.	7657431490	Misc office supplies	04/15/2015	112.79	61076	05/08/2015
		7680993120	Misc office supplies	04/29/2015	125.11	61106	05/20/2015
		7680994110	Misc office supplies	04/29/2015	35.27	61106	05/20/2015
		7688536490	Misc office supplies	05/04/2015	67.50	61106	05/20/2015
		7714865100	Misc office supplies	05/19/2015	82.61	61132	05/29/2015
		7714865870	Misc office supplies	05/19/2015	5.09	61132	05/29/2015
Total 2621:					428.37		
3899	Pavement Specialties of Id	9958	Restripe 8th Street	04/12/2015	1,625.00	61077	05/08/2015
Total 3899:					1,625.00		
3915	Peggy Breski	05.08.2015	Birthday Cake for Ross	05/08/2015	20.13	10124	05/08/2015
Total 3915:					20.13		
2774	Pro Care Landscape Mana	300350424	TO 14-001 9th and Grove	04/24/2015	220.60	61078	05/08/2015
		300350522	TO 14-001 9th and Grove	05/22/2015	355.50	61133	05/29/2015
		301050424	TO 14-001 8th Street Corri	04/24/2015	255.06	61078	05/08/2015
		301050522	TO 14-001 8th Street Corri	05/22/2015	968.91	61133	05/29/2015
		312850424	TO 14-001 Pioneer Street	04/24/2015	418.92	61078	05/08/2015
		312850522	TO 14-001 Pioneer Street	05/22/2015	396.00	61133	05/29/2015
		320150424	TO 14-001 9th St, Myrtle to	04/24/2015	142.50	61078	05/08/2015
		320150522	TO 14-001 9th St, Myrtle to	05/22/2015	336.40	61133	05/29/2015
		341650424	TO 14-001 5th & Front St	04/24/2015	127.00	61078	05/08/2015
		349050424	TO 14-001 Plum Street Pro	04/24/2015	89.00	61078	05/08/2015
		357450424	14-001 617 Ash St	04/24/2015	279.00	61078	05/08/2015
		357450522	TO 14-001 617 Ash St	05/22/2015	213.00	61133	05/29/2015
		361050424	TO 14-001 Mulligan's SS	04/24/2015	76.48	61078	05/08/2015
		361050522	TO 14-001 Mulligan's SS	05/22/2015	71.00	61133	05/29/2015
		368250424	TO 14-001 621 & 647 Ash	04/24/2015	203.00	61078	05/08/2015
Total 2774:					4,152.37		
2798	Quadrant Consulting Inc.	8312	2015 OB Streetscape-Con	04/28/2015	1,733.25	61079	05/08/2015
		8313	2015 Westside SS Projects	04/28/2015	14,839.65	61079	05/08/2015
Total 2798:					16,572.90		
3896	Rim View LLC	MAY 2015	Monthly Rent and NNN - Tr	05/01/2015	12,210.00	61052	05/01/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3896:					12,210.00		
2888	Roper Investments	APRIL 2015	Capitol Terrace Condo billi	04/30/2015	2,537.83	61080	05/08/2015
Total 2888:					2,537.83		
3540	Russ McCrea Builders	015013	Records Project - Shelving	05/19/2015	197.00	61134	05/29/2015
Total 3540:					197.00		
3797	Sea Reach Ltd.	BOI-001-6A	Wayfinding Contract w/ Am	05/27/2015	10,486.00	61135	05/29/2015
		BOI-001-7A	Wayfinding Contract w/ Am	05/11/2015	2,465.00	61135	05/29/2015
Total 3797:					12,951.00		
3542	Security LLC - Plaza 121	MAY 2015	Office rent	05/01/2015	13,079.93	61053	05/01/2015
Total 3542:					13,079.93		
3851	Shaver Graphics LLC	3564	Downtown Location Photos	04/29/2015	468.75	61081	05/08/2015
		3578	Downtown Location Photos	05/19/2015	187.50	61136	05/29/2015
Total 3851:					656.25		
2969	Sherman & Howard L.L.C.	04.30.2015	2014 Auditorium District Bo	04/30/2015	5,581.25	61082	05/08/2015
Total 2969:					5,581.25		
3494	Shred-It Boise	9405627082	Document Shredding	04/27/2015	76.21	61083	05/08/2015
Total 3494:					76.21		
3815	Synoptek LLC	230052	Domain Name Renewal	04/30/2015	26.50	61084	05/08/2015
		230117	boiseparking.com analytics	04/30/2015	21.25	61084	05/08/2015
Total 3815:					47.75		
3831	The Land Group Inc.	0134448	Topographic Survey - Live	04/30/2015	14,443.00	61085	05/08/2015
Total 3831:					14,443.00		
3170	Treasure Valley Coffee Inc.	2160:040287	Coffee & tea	05/04/2015	150.40	61086	05/08/2015
		2160-040297	Water & Cooler Rental	05/19/2015	87.00	61137	05/29/2015
Total 3170:					237.40		
3819	TW Telecom	07096691	Internet & Data	05/10/2015	669.20	61138	05/29/2015
Total 3819:					669.20		
3248	ULI-Urban Land Institute	1863010	Membership Renewal	04/01/2015	925.00	61087	05/08/2015
Total 3248:					925.00		
3233	United Heritage	MAY2015	Disability insurance	05/01/2015	578.05	61055	05/01/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3233:					578.05		
3242	United Water	0600033719	Eastman office #06000337	05/13/2015	90.12	61139	05/29/2015
		0600071423	620 S 9th Water #0600071	05/14/2015	27.90	61139	05/29/2015
		0600357562	Grove & 10th #060035756	05/14/2015	77.46	61139	05/29/2015
		0600383311	6th & Main St #060038331	05/14/2015	32.82	61139	05/29/2015
		0600459554	1401 W Idaho St #0600459	05/13/2015	50.36	61139	05/29/2015
		0600557272	503 509 Ash/Pioneer Grn 0	05/14/2015	92.11	61139	05/29/2015
		0600634762	617 Ash St water #060063	05/14/2015	45.57	61139	05/29/2015
		0600639143	516 S 9th St irri #06006391	05/19/2015	86.87	61139	05/29/2015
		0600668823	437 S 9th St irri #06006688	05/14/2015	34.03	61139	05/29/2015
		0600688451	SW 8th & Fulton #0600688	05/14/2015	29.40	61139	05/29/2015
		0600721753	8th & GROVE #060072175	05/14/2015	310.44	61139	05/29/2015
		0600769718	1413 w Idaho St #0600776	05/14/2015	30.92	61139	05/29/2015
		0600852323	611 S 8th St Water #06008	05/14/2015	284.65	61139	05/29/2015
		0600855412	400 S 15th St irrigation # 0	05/14/2015	29.40	61139	05/29/2015
		0600911085	280 N 8th Sprinklers #0600	05/14/2015	54.77	61139	05/29/2015
		0600911660	408 S 9th St irrigation #060	05/14/2015	27.90	61139	05/29/2015
Total 3242:					1,304.72		
3479	US Bank - Copier Lease	276815479	Copier Contr #500-037566	05/01/2015	421.88	61056	05/01/2015
Total 3479:					421.88		
3835	US Bank - Credit Cards	04.27.2015	CA - Active Office Furniture	04/27/2015	733.00	10126	05/18/2015
		04.27.2015	CA - Bluebird - Exec. Com.	04/27/2015	87.38	10126	05/18/2015
		04.27.2015	CA - Varidesk - Stand Des	04/27/2015	400.00	10126	05/18/2015
		04.27.2015	CA - Walmart - Kitchen Su	04/27/2015	7.49	10126	05/18/2015
		04.27.2015	CA - Bluebird - Exec. Com.	04/27/2015	53.64	10126	05/18/2015
		04.27.2015	CA - USPS - Stamps	04/27/2015	50.19	10126	05/18/2015
		04.27.2015	CA - Active Office Furniture	04/27/2015	673.00	10126	05/18/2015
		04.27.2015	CA - Varidesk - Stand Des	04/27/2015	400.00	10126	05/18/2015
		04.27.2015	CA - Amazon.com - Office	04/27/2015	98.09	10126	05/18/2015
		04.27.2015	CA - SurveyMonkey.com -	04/27/2015	26.00	10126	05/18/2015
		04.27.2015	CA - The Flower Place - Ad	04/27/2015	47.10	10126	05/18/2015
		04.27.2015	RB - Priceline.com - Phily	04/27/2015	7.00	10126	05/18/2015
		04.27.2015	RB - United Airlines - Phily	04/27/2015	479.20	10126	05/18/2015
		04.27.2015	JB- Republic Parking - Mee	04/27/2015	10.00	10126	05/18/2015
		04.27.2015	JB- Emilios - Development	04/27/2015	38.33	10126	05/18/2015
		04.27.2015	JC - ISCPA - Risk Based R	04/27/2015	32.55	10126	05/18/2015
		04.27.2015	JC - Boise Metro Chamber	04/27/2015	10.00	10126	05/18/2015
		04.27.2015	MC - BOMA Idaho - BOMA	04/27/2015	22.09	10126	05/18/2015
		04.27.2015	MC - Delta Air - Las Vegas	04/27/2015	330.20	10126	05/18/2015
		04.27.2015	MC - Mandalay Room - La	04/27/2015	178.08	10126	05/18/2015
		04.27.2015	MC - Inter. Parking Inst. -	04/27/2015	765.00	10126	05/18/2015
		04.27.2015	BH - Thriftway - 8th Street	04/27/2015	21.18	10126	05/18/2015
		04.27.2015	BH - Thriftway - Key for Tra	04/27/2015	2.85	10126	05/18/2015
		04.27.2015	BH - Balwin Lock - Key for	04/27/2015	1.86	10126	05/18/2015
		04.27.2015	BH - Evermore Prints - Sig	04/27/2015	21.20	10126	05/18/2015
		04.27.2015	BH - NAPA Auto - Sign for	04/27/2015	17.78	10126	05/18/2015
		04.27.2015	BH - Thriftway - BODO Key	04/27/2015	5.91	10126	05/18/2015
		04.27.2015	BH - Thriftway - Office Sup	04/27/2015	32.92	10126	05/18/2015
		04.27.2015	BH - Thriftway - 8th Street	04/27/2015	3.56	10126	05/18/2015
		04.27.2015	DL - Berryhill - Exec. Com	04/27/2015	8.63	10126	05/18/2015
		04.27.2015	DL - 123signup - St Lukes	04/27/2015	50.00	10126	05/18/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		04.27.2015	DL - Bluebird - Exec. Com	04/27/2015	10.54	10126	05/18/2015
		04.27.2015	DL - ULI - Shellan	04/27/2015	30.00	10126	05/18/2015
		04.27.2015	DL - ULI - Todd	04/27/2015	30.00	10126	05/18/2015
		04.27.2015	DL - ULI - John	04/27/2015	30.00	10126	05/18/2015
		04.27.2015	DL - SHRAM - Yearly Dues	04/27/2015	190.00	10126	05/18/2015
		04.27.2015	DL - DBA - Gift Cards for A	04/27/2015	100.00	10126	05/18/2015
		04.27.2015	DL - Boise Metro - Return -	04/27/2015	349.00	10126	05/18/2015
		04.27.2015	DL - ULI - Matt	04/27/2015	40.00	10126	05/18/2015
		04.27.2015	DL - Whole Foods - Admin	04/27/2015	10.58	10126	05/18/2015
		04.27.2015	DL - DBA - New Hire Gift C	04/27/2015	25.00	10126	05/18/2015
		04.27.2015	DL - Walmart 0 New Hire	04/27/2015	12.68	10126	05/18/2015
		04.27.2015	DL - SHore Lodge - John H	04/27/2015	33.59	10126	05/18/2015
		04.27.2015	DL - SHore Lodge - John H	04/27/2015	132.09	10126	05/18/2015
		04.27.2015	KM - Inter Mtn Gas - Trailh	04/27/2015	340.32	10126	05/18/2015
		04.27.2015	KM - Amazon.com - Desk	04/27/2015	385.99	10126	05/18/2015
		04.27.2015	KM - Amazon.com - Desk	04/27/2015	23.82	10126	05/18/2015
		04.27.2015	KM - eSmart Payroll - 941	04/27/2015	4.95	10126	05/18/2015
		04.27.2015	KW - Office Depot - Offic S	04/27/2015	38.15	10126	05/18/2015
	Total 3835:				5,702.94		
3433	Valley Landscape & Mainte	2162	Watercooler maintenance	05/01/2015	192.87	61140	05/29/2015
		4980	Watercooler maintenance	05/01/2015	192.87	61140	05/29/2015
	Total 3433:				385.74		
3266	Valley Regional Transit	16647	Local Capital - March - MM	03/31/2015	206.38	10122	05/04/2015
		16655	Local match contribution-M	03/31/2015	132,568.77	10123	05/04/2015
		16756	Local Capital - April - MMC	04/30/2015	355.50	10127	05/19/2015
		16784	Local match contribution-M	04/30/2015	150,569.97	10128	05/19/2015
	Total 3266:				283,700.62		
3841	VoiceText Communications	04/30/15-461	Conference calls	04/30/2015	3.32	61107	05/20/2015
	Total 3841:				3.32		
3870	Welsh Studios	19240	Staff photos - Peggy	05/06/2015	200.00	61088	05/08/2015
	Total 3870:				200.00		
3365	Westerberg & Associates	173	Legislative Advisement Ser	04/30/2015	5,000.00	61089	05/08/2015
	Total 3365:				5,000.00		
3374	Western States Equipment	W007009767	Bldg 8 generator monthly i	05/01/2015	290.63	61090	05/08/2015
		WO0700988	Bldg 8 generator inspection	05/04/2015	290.63	61108	05/20/2015
	Total 3374:				581.26		
3863	Woodruff Douglas	CNU 23 MAY	CNU 23: Meeting the Dem	05/01/2015	2,303.45	10125	05/18/2015
	Total 3863:				2,303.45		
3852	Worrell Communications L	2082	CCDC website redesign an	05/10/2015	312.50	61109	05/20/2015
		2082	Strategic Communications	05/10/2015	10,846.44	61109	05/20/2015
		2083	West End Strategic Comm	05/10/2015	4,000.00	61109	05/20/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3852:					15,158.94		
3419	Zimmer Gunsul Frasca Arc	92663	Grove Redesign Concepts	04/01/2015	2,214.09	61091	05/08/2015
		92664	Grove Plaza	04/01/2015	8,115.00	61091	05/08/2015
Total 3419:					10,329.09		
Grand Totals:					1,304,191.16		

Report Criteria:

Detail report type printed

[Report] Check Issue Date = 05/01/2015-05/31/2015

MINUTES OF REGULAR MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
121 N. 9th St., Conference Room
Boise, ID 83702
May 11, 2015 12:00 p.m.

I. CALL TO ORDER: Chairman Hale convened the meeting with a quorum at 12:01 p.m.

Present were: Commissioner Dana Zuckerman, Commissioner Ryan Woodings, Commissioner John Hale, Commissioner David Bieter, Commissioner Stacy Pearson, and Commissioner Pat Shalz. Commissioner David Eberle and Commissioner Lauren McLean were 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; Peggy Breski, Contracts Specialist; Deah LaFollette, Executive Assistant. Also present was Agency legal counsel, Ryan Armbruster.

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

There were no changes to the agenda.

III. CONSENT AGENDA:

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

All said Aye. The motion carried 6-0.

The Consent Agenda consisted of the following actions:

- A. Expenses
 - 1. 2nd Quarter financial Report
 - 2. Approval of Paid Invoice Report – April 2015
- B. Minutes and Reports
 - 1. Approval of Special Meeting Minutes from April 13, 2015
 - 2. Approval of Work Session Meeting Minutes from April 27, 2015
 - 3. Approval of Regular Meeting Minutes from April 27, 2015

IV. ACTION ITEMS:

A. CONSIDER: Ada County Assessor's Annual Report

Bob McQuade, Ada County Assessor, gave a report. No action required.

B. CONSIDER: Approval of Wayfinding System Final Design & Color Group

Matt Edmond, CCDC Project Manager, gave a report.

Commissioner Zuckerman moved to approve to approve the proposed wayfinding sign family design with color group 1, and authorize staff to procure a prototype vehicular directional sign. Commissioner Shalz seconded the motion.

All said Aye. The motion carried 5-1.

C. CONSIDER: Resolution No. 1388 awarding contract for 2015 Waterproofing Project – Capitol Terrace Parking Garage

Mary Watson, CCDC Contracts Manager, gave a report.

Commissioner Zuckerman moved to adopt Resolution No. 1388 awarding the construction contract for the 2015 Waterproofing Project – Capitol Terrace Parking Garage to Specialty Systems Incorporated for the bid amount for \$315,600 and to take the necessary steps to negotiate and execute the contract, and to expend funds as set forth in the resolution. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 6-0.

V. INFORMATION/DISCUSSION ITEMS

A. 1401 & 1413 W. Idaho Street RFQ/P Review

Shellan Rodriguez, CCDC Project Manager, gave a report.

Mike Brown, Casey Lynch and Jason Osterberg, representing Local Construct, made a presentation.

Dave Wali, Jeff Wardle, Jason Butler, and Dave Krick, representing Gardner Company, made a presentation.

B. Parking Work Plan

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

C. Grove Plaza 2.0 Brick Engraving Program

Doug Woodruff, CCDC Project Manager, gave a report.

D. Operations Report

John Brunelle, CCDC Executive Director, gave a report.

VI. ADJOURNMENT:

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

All said Aye.

The meeting was adjourned at 2:08 p.m.

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
May 18, 2015 11:30 p.m.

I. CALL TO ORDER: Chairman Hale convened the meeting with a quorum at 11:37 a.m.

Present were: Commissioner Dana Zuckerman, Commissioner Ryan Woodings, Commissioner John Hale, Commissioner Stacy Pearson, Commissioner David Eberle, Commissioner Pat Shalz and Commissioner Lauren McLean. Commissioner David Bieter arrived at 11:45a.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; Mary Watson, Contracts Manager; Doug Woodruff, Project Manager; Shellan Rodriguez, Project Manager; Matt Edmond, Project Manager; Karl Woods, Project Manager; Peggy Breski, Contracts Specialist; Deah LaFollette, Executive Assistant. Also present was Agency legal counsel, Ryan Armbruster.

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

There were no changes to the agenda.

III. ACTION ITEMS:

A. CONSIDER: Resolution #1389 Approval of Consultant Selection for Broad Street Design

Doug Woodruff, CCDC Project Manager, gave a report.

Commissioner David Bieter arrived at 11:45a.m.

Commissioner Zuckerman moved to Adopt Resolution No. 1389 approving the selection of ZGF Architects to conduct Broad Street design services, and authorizing the Agency's Executive Director to negotiate and enter into an acceptable contract with ZGF Architects. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 8-0.

B. CONSIDER: 1401 & 1413 W. Idaho Street RFQ/P Award

John Brunelle, CCDC Executive Director, gave a report.

Commissioner Eberle moved that the Board authorize Staff to enter into negotiations for preparation of an Exclusive Right to Negotiate agreement with Local Construct. Commissioner Zuckerman seconded the motion.

A roll call vote was taken;

Commissioner Eberle; Aye
Commissioner Shalz; Nay
Commissioner Zuckerman; Aye
Commissioner Bieter; Nay
Commissioner McClean; Aye
Commissioner Woodings; Aye
Commissioner Pearson; Aye
Commissioner Hale; Nay

The motion carried 5-3.

V. ADJOURNMENT:

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

All said Aye.

The meeting was adjourned at 12:15 p.m.

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

Agenda Subject: Additional environmental assessment and site preparation, including building removal, on Phase I and II site of The Afton Project, located at 620 S. 9 th Street.		Date: June 8, 2015
Staff Contact: Shellan Rodriguez	Attachments: Existing Conditions Site Map	
Action Requested: Authorize staff to negotiate and finalize documents necessary to allow the developer to execute environmental assessments and remove structures from CCDC property at 620S. 9 th Street.		

Fiscal Notes:

There is no financial request. The developer is responsible for all razing and/ or removal costs. Fiscal impact to CCDC will be in staff time, legal counsel fees and storage fees (in the event additional storage space is needed).

Background:

Existing Conditions:

There are three buildings on the 620 S. 9th Street property, currently owned by CCDC. There are two small buildings on the east side (Phase I) and a larger brick warehouse on the western side (Phase II). Currently they are being used for storage and the surface parking lots are being used for monthly parking.

The developer is under contract to begin construction level drawings as well as the required lot line adjustment. The developer has executed a Voluntary Remediation Agreement with the State. According to the developer, all debt and 100% of equity is committed to Phase I of The Afton.

Current Request:

Initially the property was to be transferred to the Developer before the demolition of buildings.

Due to the increased due diligence by lenders for residential condominiums, the developer has requested a letter of "no further action" from the Idaho Department of Environmental Quality (DEQ) in regards to environmental waste on site. This is critical for the transfer of the land and the overall project schedule of Phase I. Additionally, the developer has confirmed project lenders/ investors desire Phase II environmental costs (either in assessment or remediation) realized before transferring Phase I land.

The DEQ can only provide the 'no further action' letter if the soils underneath the existing three warehouse buildings are tested and the results merit "no additional action". In order to test the soils, all three buildings must be removed or demolished. In consideration of time and cost, the developer has requested permission to raze all the buildings as early as late June.

The developer is responsible for all razing costs (Phase I approximately \$30,000 and Phase II approximately \$130,000).

The developer is responsible for all additional environmental assessment costs which will meet DEQs standards. Phase 1 estimated between \$15,000 and \$20,000 and Phase II estimated between \$7,000 and 10,000.

The DDA states all environmental remediation is to be the responsibility of the developer. In the event an environmental covenant is deemed to be the appropriate mitigation the timing of any covenant would coincide with the transfer of land from CCDC to the Developer.

Timing:

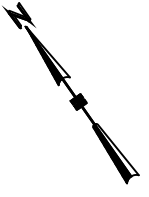
The developer needs to complete demolition as soon as possible in order to stay on schedule as per the existing DDA and to close on the property in August.

Staff Recommendation:

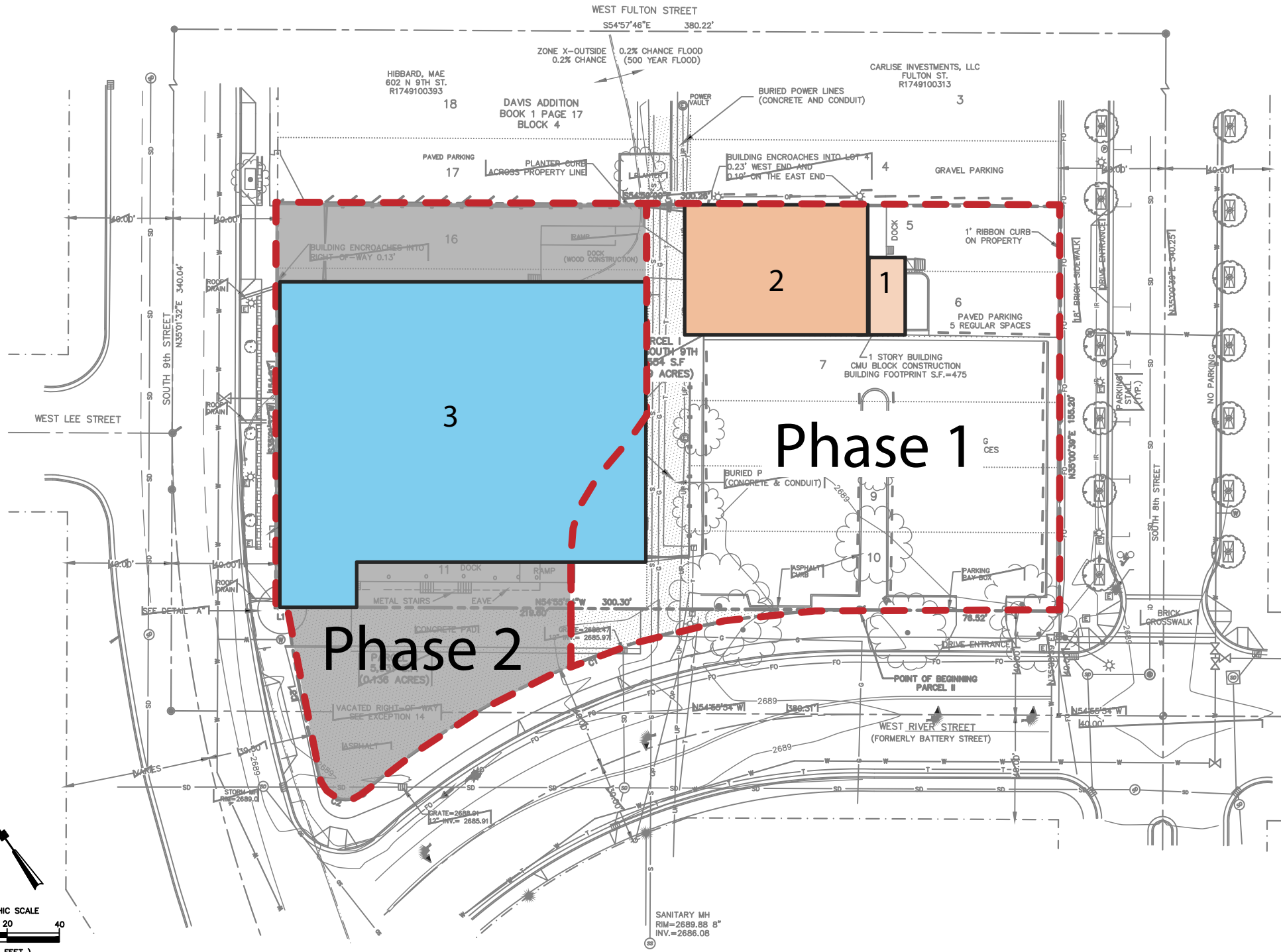
Staff recommends permitting the Developer to tear down the buildings at 620 S. 9th Street for the purposes of additional environmental assessment as long as all associated costs are the responsibility of the developer.

Suggested Motion:

I move to authorize staff to negotiate and finalize documents necessary to allow the developer to execute environmental assessments and remove structures from 620 S. 9th Street, a CCDC owned property, in order to prepare the site for redevelopment.



GRAPHIC SCALE
 0 20 40
 (IN FEET)
 1 inch = 20 ft.





AGENDA BILL

Agenda Subject:		Date:
Conditional letter of commitment for the property located on the NEC of 5 th and Idaho Street (site of Gibson’s Funeral Home).		June 8, 2015
Staff Contact:	Attachments:	
Shellan Rodriguez	1) Site location map	
Action Requested:		
Direct staff to continue to work with the Developer to provide a conditional commitment letter and negotiate terms of Participation Agreements for final Board approval at a subsequent meeting.		

Fiscal Notes:

The request is for a total contribution of up to \$1.24 million but no more than the project’s RAD income to the District. This will be determined as the project moves forward and additional due diligence is completed but it is estimated to be between \$720,000 and \$900,000.

The reimbursement for streetscapes as a Type 4 Public-Private Project Coordination Project is estimated at \$275,000 with final payments based on actual expense. This amount was included in our CIP Budget and was recently removed from the scope of the Old Boise Streetscapes construction contract in consideration of this development proposal.

Potential reimbursement for undergrounding public utilities is estimated to be \$350,000 based on construction estimates by Anderson Construction.

Participation in the public park may be up to \$615,000 for land, improvements and structure.

Background:

The developer/ owner includes Clay Carley, Tim Gibson, Dean Pape and Peter Oliver. They have been working diligently on their plan regarding the redevelopment of their project site located on the Northeast corner of 5th Street and Idaho Street within Old Boise and within CCDC’s River Myrtle-Old Boise Urban Renewal District. CCDC wishes to encourage and facilitate residential development within the District.

The developer has:

- control of the site

- submitted design documents to the Historic Preservation Commission for approval later this month
- obtained construction cost estimates
- submitted initial financing application for HUD 221(d)(4) permanent financing and is ready to submit the 2nd application.

Project Summary:

Approximately \$12 million dollar development

84 residential apartments, 1:1 parking ratio (tuck under/ below grade)

3,000+ s.f. of retail

6,000+ s.f. public plaza on Idaho Street

Historic Preservation Commission in June

Construction commences in Q1 2016

In March 2015, CCDC Board designated this project's streetscapes as a Type 4 project and the utility and public park costs as a Type 2 project. The developer has requested CCDC revise participation to commit more of the project's tax increment upon completion of the public park instead of paid over time in order to assist in the overall economic feasibility of the project.

The updated request includes:

- Streetscapes – Est. \$275,000 in a T4 Participation Agreement
- Utilities – Est. \$350,000 Participation Program Type TBD
- Public Park (land, improvements, structure estimated at up to \$615,000)
- Letter of commitment conditioned upon all financing and successful completion of all entitlements.

Staff Recommendation:

Direct staff to provide conditional letter of commitment of participation to expire on December 1, 2015, and to continue to negotiate and finalize terms of appropriate Participation Agreements for future Board Approval.

Suggested Motion:

I move to direct staff to provide a conditional letter of commitment of financial participation for this project and to continue to negotiate the terms of Participation Agreements for future Board Approval.

Attachment 1 – Site Map





AGENDA BILL

Agenda Subject: Resolution No. 1392 Agreement to Negotiate Exclusively with LCA-CA-I, LLC		Date: 6/8/2015
Staff Contact: Shellan Rodriguez	Attachments: Resolution No. 1392 Exclusive Right to Negotiate Agreement (ERN)	
Action Requested: Approve Resolution No. 1392 Authorize Executive Director to sign the ERN Agreement		

Fiscal Notes:

This step of the RFQ/P involves staff and legal counsel time and completion of a re-use appraisal (estimated at less than \$10,000).

Background:

On May 18, 2015, CCDC Board approved the selection of Local Construct's proposal for the redevelopment of CCDC owned property at 1401 and 1413 W. Idaho Street.

Staff Recommendation:

Approve Resolution No. 1392 authorizing Executive Director to sign the ERN Agreement.

Suggested Motion:

I move to approve Resolution No. 1392 authorizing the Executive Director to sign the Exclusive Right to Negotiate Agreement for the redevelopment of the property at 1401 and 1413 W. Idaho Street.

RESOLUTION NO. 1392

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 A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AND LCA-CA-I, LLC; AND AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE EXECUTIVE DIRECTOR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE AGREEMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, 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 (the "Law"), a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency").

WHEREAS, the City, after notice duly published, conducted a public hearing on the Westside Downtown Urban Renewal Plan (the "Westside Plan");

WHEREAS, following said hearing, the City adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings;

WHEREAS, in order to achieve the objectives of the Westside Plan, the Agency is authorized to acquire real property for the revitalization of areas within the Agency's boundaries;

WHEREAS, Agency owns certain real property with a property address of 1401 & 1403 W. Idaho Street, Boise, Idaho 83702 (the "Site");

WHEREAS, the Agency seeks to initiate a redevelopment project to revitalize the Project Area in compliance with the Westside Plan through the redevelopment of the Site in which could also serve as a catalyst for redevelopment of other properties in the vicinity;

WHEREAS, following the publication of an RFQ/P in the Idaho Statesman newspaper on January 24 and 25, 2015, Agency received two proposals for development of the Site;

WHEREAS, at a public meeting on May 18, 2015, the Agency Board selected the proposal from LCA-CA-I, LLC ("Developer"), as the highest ranked proposal;

WHEREAS, Agency staff and Developer negotiated an Agreement to Negotiate Exclusively (“Agreement”), a copy of which is attached hereto as Exhibit A and incorporated herein as if set forth in full, which contemplated the negotiation of an agreement concerning the disposition of the Site to Developer by Agency and the development of the Site by Developer;

WHEREAS, Agency staff recommends approval of the Agreement;

WHEREAS, the Board of Directors finds it in the best public interest to approve the Agreement and to authorize the Chair, Vice-Chair, or Executive Director and Secretary to execute and attest the Agreement, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

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

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

Section 2: That the Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein as if set out in full, is hereby approved and adopted.

Section 3: That the Chair, Vice-Chair, or Executive Director and Secretary of the Board of Directors of the Agency are hereby authorized to make any necessary technical changes to the Agreement or other documents, sign and enter into the Agreement and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Executive Director and Agency legal counsel that all conditions precedent to actions and any necessary technical changes to the Agreement or other documents are acceptable upon advice from the Agency’s legal counsel that said changes are consistent with the comments and discussions received at the June 8, 2015, Agency Board meeting.

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

PASSED By the Urban Renewal Agency of Boise City, Idaho, on June 8, 2015. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on June 8, 2015.

APPROVED:

By: _____
Chairman

ATTEST:

By: _____
Secretary

4822-4637-7508, v. 1



AGREEMENT TO NEGOTIATE EXCLUSIVELY

THIS AGREEMENT TO NEGOTIATE EXCLUSIVELY (“Agreement”) is entered into by and between the Urban Renewal Agency of the City of Boise, also known as Capital City Development Corporation, a public body, corporate and politic (“Agency”), organized pursuant to the Idaho Urban Renewal Law, title 50, chapter 20, Idaho Code, as amended (the “Law”), and undertaking projects under the authority of the Local Economic Development Act of 1988, title 50, chapter 29, Idaho Code, as amended (the “Act”), and LCA-CA-I, LLC, or its assigns as provided for herein (“Developer”), collectively referred to as the “Parties” and each individually as “Party,” on the terms and provisions set forth below.

RECITALS

Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of the Law and the Act; and

The City Council of the City of Boise City, Idaho ("City"), after notice duly published, conducted a public hearing on the Westside Downtown Urban Renewal Plan (the "Westside Plan") with the jurisdictional area of the Westside Plan referred to herein as the "Project Area"; and

Following said public hearing, City adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings; and

In order to achieve the objectives of the Westside Plan, Agency is authorized to acquire real property for the revitalization of areas within Agency's boundaries; and

Agency owns certain real property with a property address of 1401 & 1403 W. Idaho Street, Boise, Idaho 83702 (the "Site") as described on Exhibit A; and

Agency seeks to initiate a redevelopment project to revitalize the Project Area in compliance with the Westside Plan through the redevelopment of the Site, which could also serve as a catalyst for redevelopment of other properties in the vicinity; and

Following the publication of an RFQ/P in the Idaho Statesman newspaper on January 24 and 25, 2015, attached hereto as Exhibit B, Agency received two proposals for development of the Site; and

At a public meeting on May 18, 2015, the Agency Board selected Developer's proposal, attached hereto as Exhibit C; and

Agency and Developer intend to pursue the negotiations of a Disposition and Development Agreement (“DDA”) and, thus, comply with the required notice provisions concerning the disposition of property by Agency as set forth in the Law; and

Agency seeks to enter into an agreement with Developer for the purpose of analyzing and assessing a development opportunity for the Site as defined in this Agreement.

NOW, THEREFORE, Agency and Developer hereby agree as follows:

AGREEMENTS

Section 000 DEFINITIONS

Agency shall be the Capital City Development Corporation and includes both Agency Staff and the Agency Board.

Agency Staff shall be the staff of Agency, as opposed to the members of the Agency Board.

Agency Board shall be the members of the Agency’s Board of Commissioners, as duly and legally appointed.

Developer shall be LCA-CA-I, LLC, or its assigns.

Disposition and Development Agreement or DDA shall mean the agreement the Parties hope to negotiate that will set forth the definitive terms of Agency’s disposition of the Site to Developer.

Effective Date shall be the date this Agreement is signed by both Parties (last date signed).

“Negotiation Period” shall begin on the Effective Date and end one hundred fifty (150) days after the Effective Date, unless extended by Agency.

Schedule of Performance shall mean the attached Exhibit D.

“Scope of Development” shall mean Developer’s concepts for development of the Site included in Developer’s proposal and attached as Exhibit C, and including any agreed upon changes negotiated by Developer and Agency during the course of this Agreement.

“Site” shall mean the real property owned by Agency and more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

Section 100 NEGOTIATIONS

Section 101 Good-Faith Exclusive Negotiations

The Parties agree the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein.

Agency and Developer agree for the Negotiation Period to negotiate diligently and in good faith to prepare a DDA to be considered for execution between Agency and Developer, in the manner set forth herein, with respect to the development of the Site. During the Negotiation Period (defined below) Agency shall not directly or indirectly negotiate with any person or entity other than Developer with respect to the disposition or development of the Site.

Section 102 Negotiation Period

The duration of this Agreement (the "Negotiation Period") shall commence on the Effective Date and shall terminate one hundred fifty (150) days thereafter (the "Termination Date"). Provided, Agency may in its discretion extend the Negotiation Period for an additional thirty (30) days beyond the Termination Date: if such extension is at the sole instigation of the Agency, no extension fee shall be due. In the event that the Developer requests such an extension and Agency grants such request, Agency may, in its sole discretion, require Developer to pay an extension fee of \$5,000.00. In the event an extension fee has been paid and a DDA has been executed by both Parties, such extension fee shall be credited towards the purchase price for the Site.

If upon expiration of the Negotiation Period Developer has not executed an Agency Staff approved DDA, then this Agreement shall terminate, unless extended in writing by Agency. Once a DDA is signed by both Developer and Agency, then the terms of the DDA shall prevail and this Agreement shall automatically terminate.

If the negotiations do not result in an executed DDA, Developer shall submit to Agency a summary of its findings and determinations regarding the proposed development, excluding any confidential or privileged information. If this Agreement is terminated per this Section 102, Developer shall not seek reimbursement for costs and expenses from Agency and Agency shall not seek reimbursement for costs and expenses from Developer, except that Agency shall retain any extension fee paid by Developer, and Agency shall be entitled to retain the Deposit (defined below) subject to Section 103.

Section 103 Deposit

Developer's Submission of Deposit:

Developer shall submit to Agency a deposit ("Deposit") in an amount of Fifteen Thousand Dollars (\$15,000) in the form of cash or cashier's check to ensure that Developer will proceed diligently and in good faith to negotiate and perform all of Developer's obligations under this Agreement. This Deposit shall be applied to the Initial Purchase Price. Provided, if the Parties terminate this Agreement before Agency incurs any costs in preparing the Reuse Appraisal, defined below, the

deposit shall be refunded in its entirety to the Developer. After Agency incurs any third-party costs in preparing the Reuse Appraisal, such costs shall be deducted from the amount of the deposit refunded to the Developer if such a refund occurs as otherwise provided herein.

Submission of the Deposit must occur within fifteen (15) days of the Effective Date. If Developer fails to submit said Deposit within the fifteen (15) day period, Agency may terminate this Agreement, with neither Party having any further rights against nor liability to the other under this Agreement, unless as agreed to in writing by Agency.

Agency shall be under no obligation to pay or earn interest on Developer's Deposit, but if interest shall accrue or be payable thereon, such interest (when received by Agency) shall become part of the Deposit.

Section 200 DEVELOPMENT CONCEPT

Section 201 Scope of Development

Agency and Developer acknowledge Developer's proposal, as submitted to Agency on March 4, 2015 (the "Proposal"), is attached as Exhibit C.

Section 202.01 Design Development Plan

Developer shall refine and supplement their Proposal to produce a second submittal to Agency Staff under this Agreement (the "Design Development Plan"). Prior to the submittal of the Design Development Plan to Agency Staff, Developer, a principal representative or representatives from Developer's architectural design firm ("Principal Designer"), and Agency Staff shall engage in a design refinement process to address design-related issues identified by Agency. Following this design refinement and within sixty (60) days of the Effective Date, Developer shall submit the Design Development Plan to Agency Staff which shall include:

A clear chart showing changes from the Proposal including:

- square footage by type of uses,
- number of parking spaces
- perspective renderings
- floor plans
- site plan
- elevations/sections listing exterior finishes.

The Design Development Plan shall also include a brief project summary and a critical path analysis identifying key milestones in the planning and construction stages for the Project and an updated estimated project schedule. Developer shall submit the Design Development Plan to Agency Staff and Agency Staff shall review and consider the Design Development Plan as set forth in Section 202.02 of this Agreement and the Schedule of Performance.

Section 202.02 Approval of the Design Development Plan

Within fifteen (15) days of Agency Staff's receipt of the Design Development Plan, Agency shall either approve or disapprove the Design Development Plan in writing to Developer. In the event the Design Development Plan is initially disapproved by Agency Staff within fifteen (15) days of Agency's receipt of the Design Development Plan, Agency Staff shall set forth the reasons for disapproval and options that address Agency's reasons for disapproval. Developer shall then have fifteen (15) days to resubmit information to address the reasons for disapproval. Within five (5) days of Agency Staff's receipt of the resubmittal, Agency Staff shall meet with Developer to discuss the resubmittal and shall identify issues that have not been resolved to Agency Staff's satisfaction, if any, and shall provide an additional period of fifteen (15) days for Developer to resubmit information to address Agency Staff's issues. Agency and Developer agree that the purpose of this process is to reach a mutually satisfactory resolution of differences on project design with the understanding that Agency retains the right to approve the Design Development Plan. In the event the Design Development Plan, as applicable, is again disapproved based on issues identified by Agency Staff in its discussions with Developer, Agency may terminate this Agreement and the Deposit, less any costs incurred per section 103, shall be refunded to the Developer.

Section 203 Progress Reports

Developer agrees to make oral and written progress reports advising Agency on all matters and all studies being made by Developer on a monthly basis or at the request of Agency.

Section 204 Assessment of Project Feasibility; Notification

In the event at any time during the Negotiation Period Developer determines that it is not feasible to proceed with the Project, this Agreement shall be terminated upon ten (10) days' written notice to Agency. In the event of such termination, Agency shall refund the Deposit subject to Section 103 of this Agreement.

In the event of such termination neither Party shall have any further rights against or liability to the other under this Agreement. Developer acknowledges and consents that in the event this Agreement is terminated, Agency has the right and authority to enter into an exclusive right to negotiation agreement concerning the Site with any other interested developer.

Section 205 Environmental Condition

Developer acknowledges that in the development of the Project, it has previously received and reviewed certain environmental reports which have included an investigation of the Site. The environmental reports known to Agency include:

Phase One Environmental Assessment of property; prepared by URS,
dated __November 24, 2014._____.

Section 300 PURCHASE PRICE AND/OR OTHER CONSIDERATIONS

The Initial Purchase Price for the Site shall be Nine Hundred Eighty-Five

Thousand Dollars (\$985,000).

During the Negotiation Period, Agency and Developer shall negotiate the schedule and conditions for transfer of the Site to Developer with respect to financing and a schedule for the development and disposition of the Site, which schedule and conditions will be included in the DDA. Provided, it will be a condition of the transfer of the Site that Developer pay the entire Initial Purchase Price (less the Deposit) to Agency before the title is transferred to Developer.

Under the Law, Agency may transfer real property for no less than the fair reuse value. Agency will prepare and provide Developer with a copy of the reuse appraisal ("Reuse Appraisal") based upon the information developed through the Design Development Plan as described in this Agreement. The Reuse Appraisal shall establish the fair reuse value of the Site as required under the Law (the "Residual Land Value").

If the Residual Land Value is equal to the Initial Purchase Price, then the Initial Purchase Price shall be the Final Purchase Price.

If the Residual Land Value is greater than the Initial Purchase Price, the Final Purchase Price shall be the Residual Land Value.

If the Residual Land Value is determined to be less than \$985,000 by the Reuse Appraisal, the Parties shall negotiate the Final Purchase Price for the Site based on the difference between the Initial Purchase Price and the Residual Land Value.

If the Parties have reached agreement on the Final Purchase Price and whether any portion of the Initial Purchase Price should be rebated, such rebate shall be disbursed to Developer upon the Project's receipt of a Final Certificate of Occupancy and upon Agency's acknowledgement and acceptance thereof. Additional details of the setting of the purchase price and the conditions precedent to rebate shall be included in the DDA. The Final Purchase Price shall be as established by the DDA and not by the terms of this Agreement.

Within sixty (60) days of the Effective Date, Developer shall submit to Agency Staff the data required by the appraiser ("Reuse Appraiser") who has been selected by Agency, which data ("Reuse Appraisal Data") is needed by the Reuse Appraiser to prepare the Reuse Appraisal for the Site, which data shall include data on the Project as described in this Section 300. Developer shall submit the Reuse Appraisal Data at the time the Design Development Plan is submitted to Agency Staff. Developer may be required to supplement the Reuse Appraisal Data during the course of the Reuse Appraisal and shall submit this supplementary data in a timely manner as required by the Reuse Appraiser and Agency. The Reuse Appraisal Data includes but may not be limited to:

- density of development,
- costs expected to be incurred and revenues expected to be realized in the course of developing and disposing of the Project,
- residential unit types,

- sizes and expected sales prices or rents,
- square footages of uses other than residential,
- leasing or sales prices for other uses and assets such as office space, retail space and parking spaces,
- assumptions regarding soft costs such as marketing and insurance, risks of Agency, risks of Developer,
- Developer participation in the funding of public facilities and amenities, and
- estimated or actual Developer return including assumptions regarding entrepreneurial incentive, overhead and administration as these factors apply to the Project.

Developer acknowledges that Agency will be unable to commence the Reuse Appraisal process without Developer's submittal of the Reuse Appraisal Data, and Developer acknowledges that Agency will be unable to complete negotiation of the terms of the DDA without the results of the Reuse Appraisal.

Section 400 DEVELOPER AND DEVELOPER'S OBLIGATIONS

Section 401 Nature of Developer

Developer LCA-CA-I, LLC, or its assigns. Wherever the term "Developer" is used herein, such term shall include any permitted nominee or assignee as herein provided.

Section 402 Developer's Principal Office and Development Team

Developer's Principal Office is located at:
3112 Los Feliz Blvd, Los Angeles, CA, 90039

Agency and Developer acknowledge and agree that the Local Project Manager, as described in Section 1106, shall also be a member of the Development Team. Any other consultants and professionals on the Development Team (such as special architectural consultants, leasing agents, engineer, and contractor) will be selected at a later date.

Section 403 Full Disclosure

Developer is required to make full disclosure to Agency of its officers, key managerial employees, and design professionals (collectively the "Development Team") involved in this Project. Any significant change during the period of this Agreement of the Development Team or in the controlling interest of Developer of the Project covered by this Agreement is subject to the approval of Agency, such approval not to be unreasonably withheld or delayed.

This Agreement shall be assigned or otherwise transferred as provided herein.

Section 404 Compliance with Applicable Laws

Developer recognizes it will be required to comply with all applicable laws, including all applicable federal and state labor standards, antidiscrimination standards, affirmative action standards, and nondiscrimination and nonsegregation standards, laws, and regulations in development, rental, sale, or lease of the Site.

Section 500 AGENCY'S RESPONSIBILITIES

Section 501 Urban Renewal Plan

This Agreement and any DDA agreed to by the Parties are subject to the provisions of the Westside Plan.

Section 600 REAL ESTATE COMMISSIONS

Agency shall not be liable for any real estate commission or brokerage fees which may arise here from. Agency represents that it has engaged no broker, agency, or finder in connection with this transaction, and Developer agrees to hold Agency harmless from any claim by any broker, agent, or finder retained by Developer.

Section 700 EXECUTION OF THIS AGREEMENT NOT A DISPOSITION OF PROPERTY

By its execution of this Agreement, Agency is not committing itself to or agreeing to undertake: (a) disposition of land to Developer; or (b) any other acts or activities requiring the subsequent independent exercise of discretion by Agency, City, or any agency or department thereof; or (c) any other acts or activities requiring the subsequent independent exercise of discretion by any federal or state agency including, but not limited to, environmental clearance and historic preservation approval. Execution of this Agreement by Agency and Developer does not constitute a disposition of property by Agency.

Section 800 ISSUES OF NEGOTIATION

Developer recognizes that the following items are matters Agency desires be addressed during the Negotiation Period, but both Parties understand that there is no present agreement as to the manner or degree to which they or any particular one can or will be included in the DDA or Development Plan.

Section 801 Design Refinement

Prior to submission of the Design Development Plan, Agency, Developer, and the Principal Designer shall engage in design discussions to address design issues related to the Design Development Plan identified by Agency, which Agency desires to resolve prior to submittal of the Design Development Plan to Agency by Developer. Agency shall prepare a list of the issues to be addressed in the Design Development Plan, and the process shall be conducted as provided in the Schedule

of Performance. Agency and Developer shall reach mutual agreement on how to proceed regarding the design issues.

Section 802 Demolition and Clearance

Developer's proposal does not include any buildings being retained on the Site. Cost estimates for demolition and clearance, and any environmental remediation, shall be included in the Reuse Appraisal as a development cost to be paid by Developer. The Parties agree to address as part of the negotiation of the DDA: 1) the timing and any phasing involving the demolition and clearance costs; 2) rights of the Parties to the structural components and materials comprising the buildings and any equipment or appurtenances on the Site; and 3) requirements, if any, for recycling of structural components and building materials as part of demolition and clearance.

Section 803 Agency Participation

Developer specifically acknowledges, recognizes, and consents that Agency participation in the Project may be limited to the inclusion of the Site for the Project at a yet to be determined value based on the Reuse Appraisal and Agency determinations.

Section 804 Impact Fees

Agency acknowledges that Developer likely will be assessed impact fees by City and the Ada County Highway District ("ACHD"). Such impact fees assessed represent a cost to the Project and may be included within the Reuse Appraisal analysis as described in Section 300 of this Agreement. Developer may seek an individual assessment from ACHD, if available. Agency agrees to cooperate with Developer in the preparation of the individual assessment for ACHD and to support presentation of the individual assessment by Developer to ACHD to the extent deemed appropriate by Agency. Provided, however, nothing contained herein obligates Agency to subsidize or pay for the individual assessment or any impact fees.

Section 900 GENERAL PROVISIONS

Section 901 Notices

Formal notices, demands, and communications between Agency and Developer shall be sufficiently given if sent by registered or certified mail, postage prepaid and return receipt requested, to the principal offices of Agency and Developer as set forth below. Routine communication may be by first class mail, e-mail, facsimile, or telephone.

Agency

John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702

208-384-4264 (voice)
208-384-4267 (fax)
jbrunelle@ccdcb Boise.com

Developer

Michael J. Brown
LCA-CA-I, LLC
3112 Los Feliz Blvd
Los Angeles, CA, 90039
310.997.2373
310.295.1945
Mike@LocalConstruct.com

With a copy to:
L. EDWARD MILLER
GIVENS PURSLEY LLP
601 W Bannock St, Boise, ID 83702
main 208-388-1200
fax 208-388-1300
edmiller@givenspursley.com

Section 902 Remedies and Damages

Notwithstanding anything to the contrary contained in this Agreement, Developer's obligations hereunder are nonrecourse. Agency's only recourse and security for Developer's obligations shall be retention of the Deposit and any extension fee. In the event of any legal proceeding described in this Section 902 between the Parties to this Agreement to enforce any provision of this Agreement or to protect or establish any right or remedy of either Party hereunder, the prevailing Party shall recover its reasonable attorney fees, at trial and upon appeal, in addition to all other costs and damages allowed, as determined by the Court.

Section 903 No Recordation

In no event shall any Party record this Agreement or any memorandum hereof or otherwise encumber the Site by reason of this Agreement or the negotiations contemplated hereby.

Section 904 Successors and Assigns

No Party may assign or delegate its obligations under this Agreement without the consent of each other Party hereto, which consent may not be unreasonably withheld or delayed. Agency shall not withhold consent to any assignment of this Agreement by Developer to an entity managed by Mike Brown and Casey Lynch, directly or indirectly. Except as otherwise set forth in this Agreement, the terms, covenants, conditions, and agreements contained herein shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties hereto.

Section 905 Counterparts

This Agreement may be executed in counterparts, and each counterpart shall then be deemed for all purposes to be an original, executed agreement with respect to the Parties whose signatures appear thereon.

Section 906 Local Project Management

Jason Osterburg, an employee of an affiliated entity of the Developer, shall serve as Local Project Manager ("Project Manager") who will be available to Agency.

Section 1000 TERMINATION

Section 1001 Termination by Mutual Agreement:

This Agreement may be terminated at any time by the written consent of either Party. In the event of such termination, Deposit shall be refundable as set forth in Section 103 and neither Party shall have any further rights against or liability to the other under this Agreement.

Section 1002 Termination Due to Inability to Agree on the DDA Terms:

Upon termination of this Agreement at the expiration of the Negotiation Period, or such extension thereof, neither Party shall have any further rights against nor liability to the other under this Agreement. If this Agreement is terminated for the Parties' failure to negotiate a DDA acceptable to both Parties, Developer shall not seek reimbursement for costs and expenses from Agency, and Agency shall not seek reimbursement for costs and expenses from Developer, except to retain from Developer's Deposit and extension fee, if any, any third-party costs actually incurred by Agency in preparing the Reuse Appraisal, as provided in Section 103.

Exhibits

- Exhibit A Legal Description of the Site**
- Exhibit B RFP/Q for 1401 W. Idaho**
- Exhibit C Developer's Proposal**
- Exhibit D Schedule of Performance**

End of Agreement

Signatures appear on the following page. IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

_____, 2015

AGENCY
THE URBAN RENEWAL AGENCY OF
THE CITY OF BOISE, also known as
CAPITAL CITY DEVELOPMENT CORPORATION

John Brunelle, Executive Director

_____, 2015

DEVELOPER
LCA-CA I, LLC

by LocalConstruct Holdings, LLC, its Manager,
by Michael J. Brown, Managing Member

<< add notary blocks on the following pages >>

Exhibit A
Legal Description of the Site

Exhibit B
RFP/Q for 1401 W. Idaho

Exhibit C
Developer's Proposal

Exhibit D
 Schedule of Performance

Task	Completion Date	Section Reference
Developer Submits Design Development Plan to Agency Staff	Sixty (60) days after the Effective Date	
Developer Provides Reuse Appraisal Data to Reuse Appraiser	Sixty (60) days after the Effective Date	
Agency Staff approves or disapproves of the Design Development Plan	Within fifteen (15) days of Agency's receipt of the Design Development Plan	
Developer's response to Agency's disapproval of the Design Development Plan ("Developer's Resubmittal")	Within fifteen (15) days of Developer's receipt of Agency's disapproval of the Design Development Plan	
Agency's Meeting with Developer to discuss Developer's Resubmittal (the "Resubmittal Meeting")	Within ten (10) days of Agency's receipt of Developer's Resubmittal	
Developer's submission in response to Agency's issues with Developer's Resubmittal	Within fifteen (15) days of the Resubmittal Meeting	
Completion of Reuse Appraisal	One Hundred Twenty (120) days after the Effective Date	
Finalize Disposition and Development Agreement agreeable to Agency Staff and Developer	One Hundred Fifty (150) days after the Effective Date	

4828-2949-9428, v. 8



AGENDA BILL

Agenda Subject: CONSIDER: Resolution #1391 Approve Grove 2.0 Design Consultant Selection		Date: June 8, 2015
Staff Contact: Doug Woodruff	Attachments: 1) Resolution 1391	
Action Requested: Adopt Resolution No. 1391 approving the selection of CSHQA to conduct The Grove Plaza 2.0 renovation design services, and authorizing the Agency's Executive Director to negotiate and execute the task order with CSHQA.		

Fiscal Notes:

If approved, **Resolution 1391 acknowledges that the Executive Director will execute a task order for up to \$50,000 to begin design services.** This task order will be funded from the FY 2015 budget "Grove 2.0 Design and Chartering" line item. To date, there remains available \$144,000 in this line item to fund design services.

Background:

The term "Grove Plaza 2.0" refers loosely to a variety of projects and activities that are affiliated with the next generation of the Grove Plaza. Five categories describe this multifaceted project.

- 1) *Development Partnerships* – ongoing collaboration and support of the City Center Plaza project, Boise Centre expansion and sky-bridge, and Main Street Station multimodal center.
- 2) *Charter for the Grove Plaza* – a stakeholder/public process which will result in a Charter (white paper) that identifies and affirms the vision and purpose of the plaza, and provides guidelines for physical improvements and future management of plaza operations.
- 3) **Plaza Renovation – the design and construction of physical improvements to the plaza. Improvements which are drafted in the charter document. This resolution (Reso 1391) requests selection of the consultant team for this effort.**
- 4) *Engraved Bricks* – offering a second generation of bricks sales to the general public with proceeds being used to help fund the renovation improvements.
- 5) *thegroveplaza.com* – developing a brand for The Grove Plaza and creating a website through which the public can connect with events and activities on the plaza.

Although easily categorized individually, each of the substantial efforts contribute to the success of the others as a whole, all of which rely heavily on individual timelines being met.

Timeline

Construction of City Center Plaza's building exterior and interior plaza is anticipated to be complete in May 2016. In an effort to minimize disruption to the public's use of the Grove Plaza, and also to support a successful grand opening of City Center Plaza, staff is working to

complete The Grove Plaza renovations by May 2016. This timeline allows 11 months to conduct concept design, approvals, construction drawings, permitting, and construction.

The renovation project timeline has been compressed to fit within the 11 months available, and staff anticipates it can be accomplished in time. In order to do so, staff recommends assembling the full design team now, so all aspects of design are promptly started and a comprehensive solution is accomplished efficiently.

Recommendation – Consultant Team

Staff recommends a design team led by CSHQA as prime consultant. CSHQA will sub contract with ZGF Architects as urban design specialists, as well as with a fountain specialist and with an acoustical engineer.

In January 2014 the Agency conducted a qualification based selection of consultants to establish a five year on-call list of professionals capable of providing design and engineering services. CSHQA is amongst the selected firms, and is who staff recommends as the most qualified firm on the on-call list to conduct The Grove Plaza renovation project.

CSHQA is a multi-disciplinary firm which offers expertise in landscape architecture, civil engineering, structural engineering, mechanical engineering, electrical engineering, and communications—all of which are integral to the project. Agency staff members have had excellent experiences working with CSHQA project managers. The civil engineers and landscape architects have a reputation of innovating local design practices.

ZGF conducted the original design of The Grove Plaza, in addition to being the urban design consultant for CCDC's Central District urban renewal master plan. ZGF has been actively representing CCDC for the past twelve months, assisting with development design negotiations and facilitating The Charter for The Grove Plaza project. The firm brings both historical and current knowledge to the design team.

The Grove Plaza 2.0 Survey, conducted by the Agency in May 2015, indicates the public likes the plaza as is, but desires some improvements and enhancements. ZGF are the most appropriate stewards to retain the plaza's traditional character and fundamental function, while integrating innovations in environmental performance and enhancing the user experiences.

ZGF will lead the design process through 50% design development (the first third of the process). CSHQA will be involved in all initial activities and meetings, functioning as the project manager. At 50% design development, the authorship of drawings will be transferred to CSHQA who will then complete the drawings as project lead. ZGF will be retained for design quality assurance and consultation as needed throughout the remainder of the project.

Consultant Fee – Two Step Authorization

Due to the compressed timeline and an insufficient understanding of the scope of work at this time, staff recommends a two-step authorization of consultant contracts.

Step One, (today) Resolution 1391 – authorize staff to begin work with the CSHQA team. Investigations and conceptual studies will be conducted to determine the appropriate design direction and the full understanding of the scope of work.

Step Two, Subsequent Board Meeting – staff will return to the board with a fully developed scope of work, as well as with a negotiated fee proposal from consultants, requesting authorization to proceed with the remaining work to be done.

Staff Recommendation:

Agency Staff recommends that the Agency Board find it in the best interest of the public and of the Agency to approve the selection of CSHQA to conduct the Grove Plaza renovation design services, and authorize the Agency’s Executive Director to negotiate and execute a task order with CSHQA to conduct the initial steps of the design process.

Suggested Motion:

I move to adopt Resolution No. 1391 approving the selection of CSHQA, and authorize the Agency’s Executive Director to negotiate and execute a task order with CSHQA.

RESOLUTION NO. 1391

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, SELECTING CSHQA, A PROFESSIONAL ASSOCIATION, AS LEAD CONSULTANT FOR THE GROVE PLAZA RENOVATION PROJECT; AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT AND FEE PROPOSAL FOR CONSIDERATION BY THE BOARD; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Agency, an independent 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 (collectively the "Act"); and,

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 1987 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4 and Project II, Idaho R-5 (the "1987 Amended Plan"); and,

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

WHEREAS, Zimmer Gunsel Frasca ("ZGF"), a professional consulting firm, was retained by the Agency in 1986 to prepare an Boise Central District Urban Design Framework Plan setting a new direction for the redevelopment of downtown Boise, which included the creation of a major public open space at the heart of the Central District; and,

WHEREAS, ZGF was instrumental in designing the Grove Plaza as it is now known today; and

WHEREAS, Agency constructed the Grove Plaza as the premier public open space in downtown Boise in 1986 on property owned by the Agency; and,

WHEREAS, the Agency regards the Grove Plaza as a significant asset to Agency and to the community by providing a highly desirable community meeting space and cultural venue and by contributing as a catalyst to economic development and downtown reinvestment by private entities; and,

WHEREAS, the City Center Plaza Project and the downtown multimodal center for Valley Regional Transit are under construction adjacent to and under the Grove Plaza, and this construction will require renovation of the Grove Plaza (“Grove Plaza Renovation Project” or “Project”); and,

WHEREAS, this activity has prompted the Agency to launch an Agency, stakeholder and community process to evaluate the existing Grove Plaza known as The Charter for The Grove Plaza (“Charter”). The Charter defines the Grove Plaza’s vision and purpose and also guides its future use and operation. The Charter also identifies ways in which the layout and features can be improved to carry the Grove Plaza forward while preserving what the community values most about the Grove Plaza; and,

WHEREAS, Agency staff is recommending, given the timeframe for accomplishing this work, that a consultant team be formed to perform the tasks required, which include investigation into existing conditions and design options, preparation of design concepts and construction drawings, and conducting public engagement, design approval process, and construction services (“Grove Plaza Project Team”); and,

WHEREAS, Agency conducted a qualification based selection process for design professionals and the Agency Board of Commissioners (“Board”) selected several design firms for five year on call professional services agreements in January 2014; and

WHEREAS, CSHQA, a professional association (“CSHQA”) is one of the design firms for which the Agency has a on call professional services agreement from that selection and CSHQA is a multidisciplinary design firm with architects, landscape architects and engineers having the necessary expertise for the Project, offers the ability to form a highly effective, integrated team that can move forward quickly, and has also demonstrated excellent project management skills in previous work for the Agency;

WHEREAS, for these reasons, Agency staff is recommending that CSHQA be selected as lead consultant for Grove Plaza Project Team and that the team also include Zimmer Gunsel Frasca as a subconsultant given their involvement in the history and design of the Grove Plaza; and,

WHEREAS, it would be most efficient to use a two-step process for contracting with CSHQA to launch this Project, which would include 1) a task order to investigate issues and options for improvements which need to be decided before final project design and construction drawings can be prepared and before a detailed scope of work and fee proposal can be developed for step 2, and 2) a task order to create the final project for the Grove Plaza, prepare the drawings and supervise actual construction which would be negotiated by the Agency Executive Director and presented to the Board for approval.

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 approves selection of CSHQA as lead consultant for Grove Plaza Project Team and the inclusion of Zimmer Gunsel Frasca as a subconsultant on the consultant team.

Section 3: That the Board hereby directs that the Agency Executive Director to issue a task order with CSHQA to investigate issues and options for improvements which need to be decided before a detailed scope of work and fee proposal can be developed for step 2 and final project design and construction drawings can be prepared.

Section 4: That the Board hereby directs that Agency Executive Director to negotiate a task order with CSHQA to prepare the implement the work program developed at Step 2 including preparing the design concepts and construction drawings and supervise actual construction and present this task order and fee proposal to the Board for approval at a subsequent Board meeting.

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 June 8, 2015. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on June 8, 2015.

URBAN RENEWAL AGENCY OF
BOISE CITY:

By: _____

John Hale, Chairman

Date: _____

ATTEST:

By: _____

Secretary

Date: _____



**AGENDA
BILL**

Agenda Subject: Resolution #1390 regarding Parking Strategic Plan Initiative		Date: June 8, 2015
Staff Contact: Max Clark, Parking & Facilities Director	Attachments: 1. Resolution #1390 Exhibit A – Kimley-Horn Task Order #15-003 - <i>Exhibit A to Task Order: Scope of Work/Fee Proposal</i> - <i>Exhibit B to Task Order: Kimley-Horn 2015 Fee Chart</i>	
Action Requested: Adopt Resolution #1390 authorizing the Executive Director to implement Kimley-Horn Task Order #15-003 to develop strategic parking plan.		

Background: For at least the past decade we have retained nationally recognized on-call parking consultants to assist the Agency with parking related issues. CCDC conducted RFQ processes in 2003, 2005, 2009, and 2015. Respondents to the 2015 RFQ were evaluated by a panel of six individuals. After perusal of written submittals, interviews of firms and deliberation amongst the panel members, the selected and Board-approved firm was Kimley-Horn. That consulting agreement was ratified by the Board at its March 9, 2015 meeting.

Six parking related projects have been identified to be undertaken in 2015. The most ambitious of the projects is the creation of a Downtown Parking Strategic Plan. We would like to commence work on this project as soon as possible, with a desired completion date of late autumn. Extensive stakeholder participation is anticipated throughout the duration of the project.

Fiscal Notes: Professional services are not subject to procurement statutes/limits. However, our rules state any contract over \$50,000 requires Board approval. This contract is for a not to exceed amount of \$100,217. Funds have been budgeted for this work. A detailed breakdown of anticipated expenditures is attached to this agenda bill (Exhibit B to Task Order #15-003).

Staff Recommendation:
Staff recommends Agency Board authorize Executive Director to execute Task Order #15-003 for professional and comprehensive parking consulting services.

Suggested Motion:

I move to adopt Resolution 1390 approving Task Order #15-003 with Kimley-Horn for preparation of a strategic parking plan and authorizing the Executive Director to execute the Task Order.

RESOLUTION NO. 1390

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 EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., A NORTH CAROLINA CORPORATION, FOR A COMPREHENSIVE STRATEGIC PARKING PLAN FOR THE DOWNTOWN PUBLIC PARKING SYSTEM.

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

WHEREAS, the Agency owns and operates the Downtown Public Parking System ("DPSS") which includes six parking garages that serve, in part, as a significant investment in preserving public infrastructure, and in part as a critical element of instigating downtown economic development; and,

WHEREAS, for at least the past decade the Agency has retained nationally recognized on-call parking consultants to assist the Agency with parking related operation and strategic management matters; and,

WHEREAS, the Agency issued a Request for Qualifications (RFQ) for professional parking consultant services in January 2015, with Agency staff subsequently recommending that the Board approve Kimley-Horn ("Consultant") as the highest ranked respondent; and,

WHEREAS, under Resolution No. 1381 the Board did select Kimley-Horn as the highest ranked respondent at the March 9, 2015 Board meeting, therefore authorizing Agency's Executive Director to negotiate and enter into a five year, non-exclusive agreement with Consultant; and,

WHEREAS, Agency's Executive Director did enter into such agreement with Kimley-Horn, which agreement was fully executed on March 23, 2015; and,

WHEREAS, the Agency regards establishing a long term strategic plan for the DPSS as a high priority issue deserving immediate attention, which will include evaluating current and alternative models for management and operation of the DPSS, and which will prepare for the 'sunsetting' of the Central District. Extensive Stakeholder participation is anticipated throughout the duration of this project; and,

WHEREAS, Agency's 2015 Budget has funds allocated for this particular scope of work; and,

WHEREAS, Agency staff recommends the Board approve Task Order #15-003, which will provide Agency and Board with a future strategic direction for downtown parking, ensuring that parking policies, programs and infrastructure continue to be integrated, coordinated and supportive of larger downtown strategic goals.

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 a strategic parking plan is critical to the future of the Downtown Public Parking System, and that Kimley-Horn complete the plan to ensure the integration of the Parking System with future downtown strategic goals.

Section 3: That the Board hereby approves Task Order #15-003, which defines the approach to the strategic parking plan as submitted by Kimley-Horn, and authorizes Executive Director to execute the task order and expend the funds.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on June 8, 2015. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on June 8, 2015.

URBAN RENEWAL AGENCY OF BOISE CITY:

By: _____
John Hale, Chairman

Date: _____

ATTEST:

By: _____
Secretary

Date: _____



KIMLEY-HORN AND ASSOCIATES, INC.
2015-2020 ON-CALL PROFESSIONAL SERVICES AGREEMENT

TASK ORDER # 15-003

Please use the Project Name and Task Order number on all project-related invoices.

TO: L. Dennis Burns, Regional Vice President
Kimley-Horn and Associates, Inc.
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
#602-944-5500
dennis.burns@kimley-horn.com

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

ORIGINAL AGREEMENT: 2015-2020 ON-CALL PROFESSIONAL SERVICES AGREEMENT
AGREEMENT DATE: March 23, 2015

TASK ORDER DATE: _____
NOT TO EXCEED \$100,217.00

1. PROJECT NAME: Parking Strategic Plan

2. PROJECT DESCRIPTION

CCDC desires to engage CONSULTANT to develop a Parking Strategic Plan which will update the mission of the CCDC, relative to parking, as a key urban development strategy. CCDC views the development and management of parking as a critical element of public infrastructure and as an effective tool to promote and sustain downtown economic development.

As CCDC plans for the ‘sunsetting’ of the Central Urban Renewal District and begins mapping out its future strategic direction, it is important to also develop a strategic approach to parking and transportation planning. This parking strategic plan will link parking management and parking infrastructure planning to larger community development and transportation planning processes. The parking strategic plan will

provide significant benefits to the community by ensuring that parking policies, programs, and infrastructure are coordinated, integrated, and supportive of larger downtown strategic goals.

3. SERVICES TO BE PERFORMED (“Scope of Services” or “Scope”)

CONSULTANT shall perform the scope of services described in attached Exhibit A.

4. SUBCONSULTANT(S)

CONSULTANT intends to hire Centro Inc. as SUBCONSULTANT for urban revitalization tasks associated with this Task Order as shown in Exhibit A. CCDC hereby approves Centro Inc. as SUBCONSULTANT on this Task Order.

Jamie Licko, President
Centro Inc.
3700 Quebec St. #100-201
Denver, CO 80207
Phone: 303.345.8285
Email: jamie@becentro.com
Website: www.becentro.com

5. COST; INVOICES

- (a) Method of Payment. The total amount paid for this Task Order #15-003 shall not exceed ONE HUNDRED THOUSAND, TWO HUNDRED DOLLARS (\$100,200.00). CCDC shall pay CONSULTANT for the Scope of Services based on time and materials at hourly rates not to exceed those shown in Exhibit B.
- (b) Reimbursable Expenses. Reimbursable expenses shall include general out-of-pocket expenses, such as long-distance telephone charges, copying expenses, overnight or standard mailing expenses, travel-related expenses and the like, and shall be billed to CCDC at the actual cost to CONSULTANT with no mark-up. The Task Order shall specify if reimbursable expenses are included in or in addition to any not-to-exceed limit set for CONSULTANT charges.
- (c) Notice Required Prior to Overages. CONSULTANT shall notify CCDC if, due to unforeseen or other circumstances, CONSULTANT anticipates that costs for the Scope are expected to exceed the not-to-exceed limit set for this Task Order. CCDC will determine in its sole judgment if an amendment to the not-to-exceed limit is appropriate. Any amendment shall be approved by CCDC in writing prior to the CONSULTANT incurring costs in excess of the not-to-exceed limit.
- (d) Invoices. For each Task Order using time and reimbursable expenses as a basis of payment, CONSULTANT shall provide time and expense records to CCDC with monthly invoices submitted to CCDC for payment. Regardless of the method of payment, each invoice shall be in a format acceptable to CCDC and shall specify charges as they relate to the tasks in the Task Order. Each invoice shall also specify current billing and previous payments, with a total of costs incurred and payments made to date.

- (e) Payment of Invoices. All invoices shall be paid by CCDC within thirty (30) days of receipt of proper invoice, subject to Sections 3(f) and 19.
- (f) Correcting Deficiencies. If a service or work product subject to a specific invoice does not meet the requirements of this Agreement as CCDC may reasonably determine, CCDC shall notify CONSULTANT in writing and identify specific deficiencies in the service or work product that do not meet the requirements. CONSULTANT shall have seven (7) working days to correct or modify the service or work product to comply with the requirements of the Agreement as set forth in the CCDC's written notice. If CCDC again reasonably determines a service or work product fails to meet the requirements, CCDC may withhold payment until deficiencies have been corrected to CCDC's reasonable satisfaction or may terminate this Agreement for cause as set forth in Section 19 of this Agreement.

6. SCHEDULE

CONSULTANT shall begin work upon receipt of the fully signed Task Order and work diligently toward completion of the Scope of Services with completion by November 30, 2015, with extensions if determined necessary and approved by CCDC in writing.

7. DELIVERABLES / COPIES OF PRODUCTS (if applicable)

The CONSULTANT shall provide CCDC with presentation materials and written meeting notes in a format acceptable to CCDC.

8. CONTRACT TERMS

Terms of the Agreement between CCDC and CONSULTANT shall remain in effect and apply to the services performed and work products created under this Task Order, which Agreement was signed by CCDC and CONSULTANT and has an effective date of March 23, 2015.

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Task Order effective as of the day and year last written below.

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.

John Brunelle, Executive Director

L. Dennis Burns, Regional Vice President

Date: _____

Date: _____

Budget Info / For Office Use	
Fund/District	401
Account	5501
Activity Code	--
PO #	150088
Term Date	September 30, 2016

KIMLEY-HORN & ASSOCIATES, INC.
PARKING STRATEGIC PLAN – DOWNTOWN BOISE

FEE PROPOSAL

<u>ITEM</u>	<u>TASK</u>	<u>STAFF</u>	<u>AVR. HOURLY RATE</u>	<u>Estimated HOURS</u>	<u>SUBTOTAL</u>
a.	Create Parking Rate Steering Committee & Local Stakeholder Advisory Committee	LDB, VKS, JL	\$201	32	\$6,432
b.	Steering Committee & Advisory Committee Meetings	LDB, VKS, JL	\$201	50	\$10,050
c.	Develop Strategic Plan Overview and Current Conditions Summary	LDB, VKS, JL	\$201	32	\$6,432
d.	Utilize 2013 Carl Walker Study and Current Conditions Study to develop parking Supply / Demand overview	LDB, VKS, JBW, SD	\$173	36	\$6,228
e.	Conduct limited-assessment of the city's on-street parking program, including new program initiatives and proposed policy/rate adjustments	LDB, JS, SD	\$171	20	\$3,420
f.	Review current state of CCDC's (4) UR Districts including goals, current projects, district timelines	LDB, VKS, JL	\$201	32	\$6,432
g.	Integrate feedback from Downtown Boise Inc. (DBI) Stakeholder Outreach on parking issues and recent Parking Development Roundtable meetings	VKS, JL	\$185	20	\$3,700
h.	Based on staff, city and other stakeholder feedback, identify and summarize key issues and proposed project focus areas	LDB, VKS	\$201	20	\$4,020
i.	Develop a robust community engagement strategy including a project survey and social media options and processes	LDB, VKS, JL	\$201	45	\$9,045
j.	Identify peer cities and conduct peer city reviews	LDB, SD	\$182	32	\$5,824
k.	Conduct parking management best practice reviews based on project focus areas and key issues	LDB, VKS, SD	\$178	20	\$3,560
l.	Identify range of parking/transportation demand management strategies to best support the larger Boise community and CCDC strategic goals	LDB, VKS	\$201	30	\$6,030
m.	Refine and prioritize preliminary recommendations and specific action items	LDB, VKS	\$201	20	\$4,020
n.	Identify programmatic and policy implications of proposed recommendations	LDB, VKS, SD	\$178	20	\$3,560
o.	Identify financial and funding implications of proposed recommendations	LDB, VKS, SV	\$201	32	\$6,432
p.	Review preliminary recommendations with project steering committee, stakeholder advisory committee and CCDC Board	LDB, VKS	\$201	32	\$6,432
q.	Prepare and submit formal draft parking strategic plan report for CCDC review and comment	LDB, VKS, C/C	\$178	30	\$5,340
r.	Incorporate CCDC comments and issue final report	LDB, VKS, C/C	\$163	20	\$3,260
				TOTAL	\$100,217.00

<u>Staff:</u>	<u>Role:</u>	<u>Billing Rate:</u>
LDB	Dennis Burns, CAPP, PIC/PM	\$233
VKS	Vanessa Solesbee, Senior PM	\$170
JL	Jamie Licko, Sub-Consultant	\$200
JS	Joseph Spencer, Sub-Consultant	\$150
SV	Sam Veraldi, CAPP, Ops/Finance	\$200
JBW	Brett Wood, P.E., CAPP Senior PM	\$160
SD	Sandra Darling, Analyst	\$130
SP	Sanjay Pandya, P.E., Structural Eng.	\$230
C/C	Clerical/CADD	\$ 85

EXHIBIT B

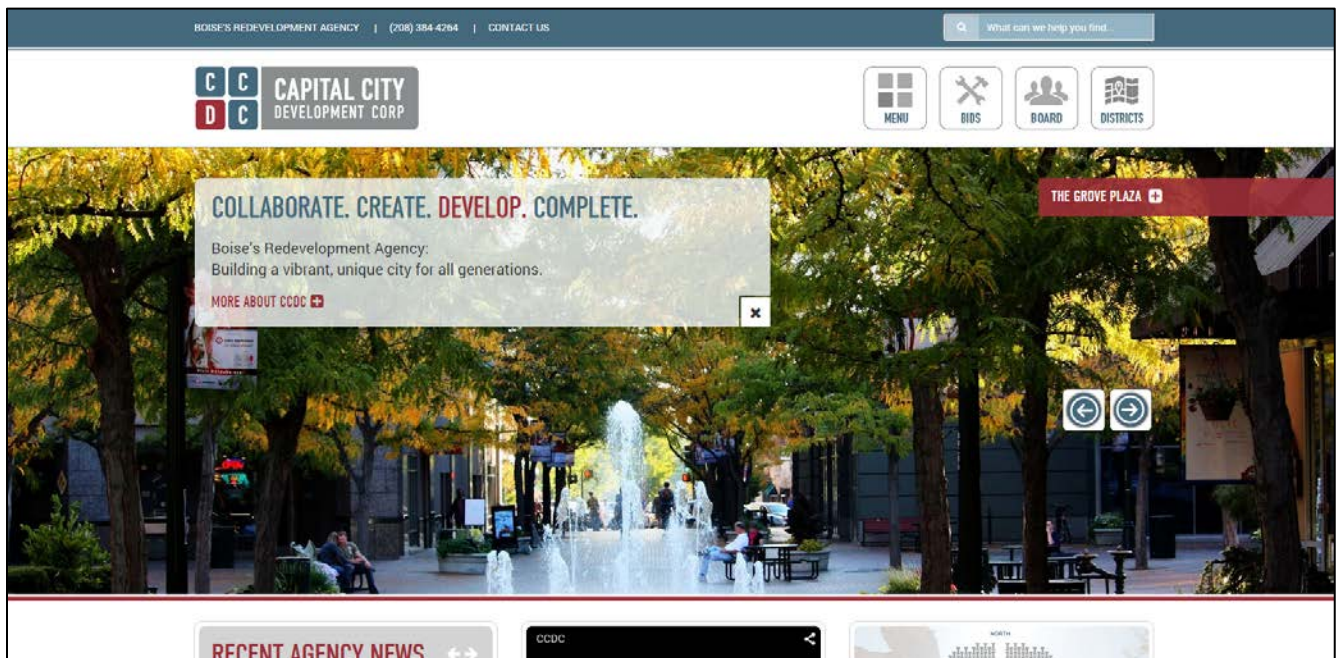
KIMLEY-HORN AND ASSOCIATES, INC.
CONSULTANT'S HOURLY RATES

Analyst	\$120-\$130
CADD Operator	\$110-\$125
Clerical / Administrative	\$85-\$95
Designer	\$140
Engineer / Professional	\$150-\$160
Principal	\$250
Project Director	\$225
Project Manager / Sr. Engineer	\$170-\$175
Senior Analyst	\$140
Senior Designer	\$160
Senior Project Manager	\$190-\$195

CCDC **FRIDAY UPDATE**
JUNE 5, 2015

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

We launched our new website on May 19 – check it out! www.ccdcboise.com



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

5th & Myrtle Pedestrian Crossing

Met with Boise PDS and Parks to discuss pathway into JD Park, which is essential to any enhanced crossing/signal on Myrtle at 5th. Requested that Boise Parks budget for path in FY2016 (JD Park is outside RMOB, so we need Boise Parks to participate on funding). Will wait for word back on that before moving forward with design of pathway and crossing.

Carley Concept - 5th & Idaho Mixed Use Apartments

Developer has requested \$1.2 Million soft commitment of funds for streetscapes, undergrounding utilities, park land, park improvements and structure associated with park in order to move forward with their financing applications.

Historical Museum Streetscapes

LKV Architects outreached regarding using the PP for streetscape improvements on Capital. LKV alerted staff that a Type 1 PP does not provide adequate financial incentive for their project and wants to review alternative options. Staff waiting on a budget and additional project description from LKV.

Hormaechea DDA - 620 S 9th St

Staff is meeting with the developer regularly and will receive an update on financing and design this week. Additionally, the developer has formally requested permission to remove the warehouses as planned in order to work with the DEQ to complete a full environmental assessment. Staff has approved the developer entering into a Volunteer Remediation Agreement with the IDEQ.

Local Construct Project - 5th & Broad – The Roost

Staff has met with Counsel and expects negotiations to continue in order to bring final agreements to the Board. Staff would like to hire a financial feasibility consultant to assist in CCDC due diligence.

LocalConstruct-Historic Homes - Removal & Receiving Sites Review

The need for CCDC's participation is undetermined but if its requested staff intends to package within the total request for the Roost. The city passed a resolution which provides fee waivers for relocated houses that are moved within the City limits, up to \$7,000 per structure.

Pioneer Corridor Easement

The easement was approved by Parks and Rec Commission and City Council in April and the Development Agreement was approved at CCDCs April board meeting and has been executed. Staff is moving forward with design and construction.

Pioneer Corridor Phase 3 Construction

Design contract executed with TLG. Field survey complete, topographic survey and legal descriptions expected soon. Design should be completed by late summer.

PP3: JUMP!/Simplot HQ

Draft T3 agreement to Mark Bowen 5/7.

Property Development: 503 - 647 S. Ash Street

In March the CCDC Board authorized the proposed Rivers Street Public Archaeological dig on the property which is currently under way.

SS: 12th & Front

A construction contract was awarded to Guho Corp. following the CCDC Board of Commissioners review of the bid results at its meeting on April 13, 2015. Construction started on May 4, 2015 as scheduled. Extensive public outreach has been conducted. Construction in this area is scheduled to start around the 3rd week of July.

SS: Eastside of 6th (Idaho/Alley)

The block face is completed aside from the installation of (1) historic streetlight which will be installed middle of June. Substantial completion walkthrough scheduled for 6/5 for this block face.

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 during the summer of 2015 in preparation for design and construction in FY2016.

SS: Idaho St Both Sides 5th/6th

A construction contract was awarded to Guho Corp. following the CCDC Board of Commissioners review of the bid results at its meeting on April 13, 2015. Construction started on May 4, 2015 as scheduled. Extensive public outreach has been conducted and construction is going very well. Silva Cells are mostly installed on the north side of Idaho with a construction start of July 1 scheduled for the south side.

SS: Westside of 5th (Main/Bannock)

A construction contract was awarded to Guho Corp. following the CCDC Board of Commissioners review of the bid results at its meeting on April 13, 2015. Construction started on May 4, 2015 as scheduled. Extensive public outreach has been conducted and construction is going very well. Paver installation at this location is nearly finished with street trees and street lights coming soon.

RFQ/P 1401/1403 W Idaho St

On May 11th the CCDC Board directed staff to move forward with negotiating an ERN with Local Construct. An ERN has been drafted and shared with the developer.

SS: 11th Street (Alley/Idaho)

Project was issued for bid on 6/2/2015 with a pre-bid scheduled for 6/9/2015, a bid opening scheduled for 6/30/2015 and a construction start in August, 2015.

SS: 15th Street

Project was issued for bid on 6/2/2015 with a pre-bid scheduled for 6/9/2015, a bid opening scheduled for 6/30/2015 and 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 with Valley Landscape to get benches installed.

West End SS Standards

Kickoff meeting with project team held 5/14 and initial fact finding meeting with stakeholder group held 5/20. Information/discussion item on June 8 board meeting and work session with Boise Council 6/16. Draft updated manual expected in August.

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. Contract and Development Departments working together to get Construction Manager at Risk on board for 2016 specialty streetscapes.

Wayfinding Project

Manufacture of prototype wayfinding sign in progress, expected delivery early July. Boise City Council affirmed direction on final destination list on 6/2.

Participation Program Update

Reformatting and redlining draft based on staff comments in progress.

Update CCDC Streetscape Manual

Kickoff meeting with project team held May 14 and initial fact finding meeting with stakeholder group held May 20. Information/discussion item on June 8 board meeting and work session with Boise Council June 16. Draft updated manual expected in August.

Parking & Facilities Team: Max Clark & Ben Houpt

Capitol Terrace Garage - Waterproofing

A construction contract was awarded to Specialty Systems Inc., following the CCDC Board of Commissioners review of the bid results at its meeting on April 30, 2015. Construction is anticipated to begin June 8th.

Public Art - River Sculpture

A MOU has been put in place between CoB and CCDC for \$30,000 to be used at CoB's discretion. Construction expected to resume around middle of June.

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 submitted schematic concepts on May 12, 2015. The artists are moving forward with more developed concepts.

PARCS Project

Project completed, supplier paid, and we are in the one-year warranty period. Equipment working generally well. We are exploring alternate communications options to DSL (ether over copper, specifically) due to connectivity issues and the exit terminals.

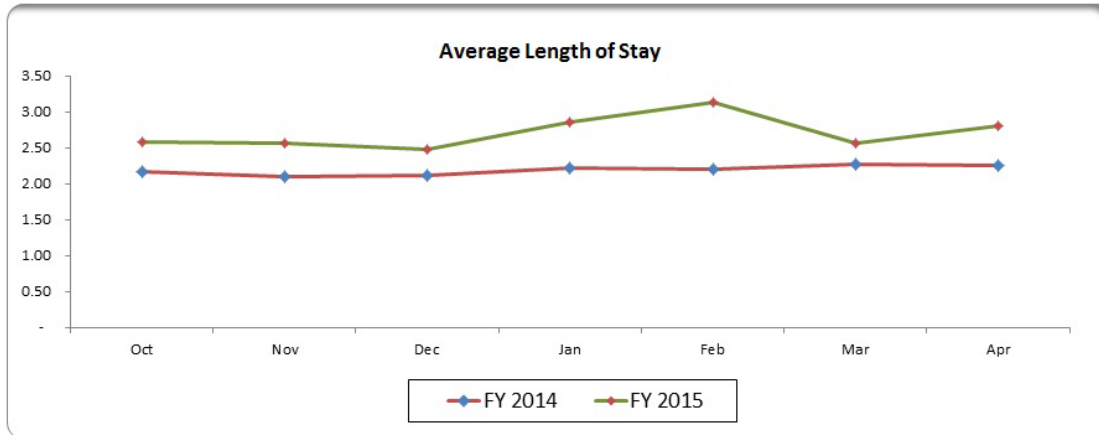
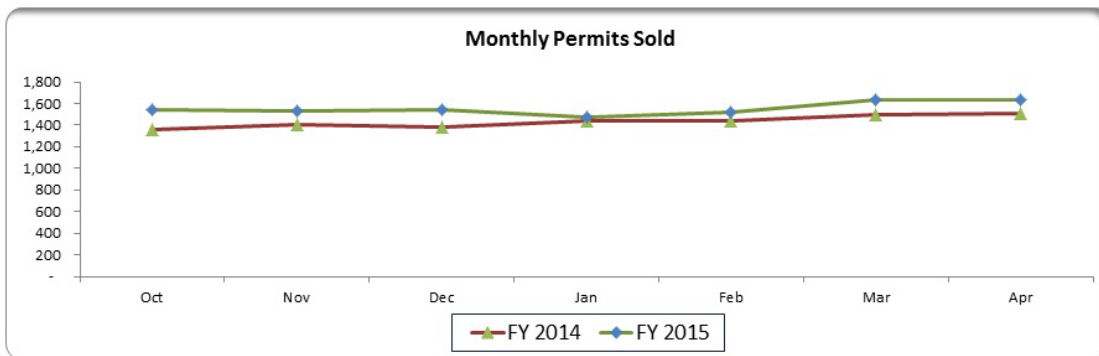
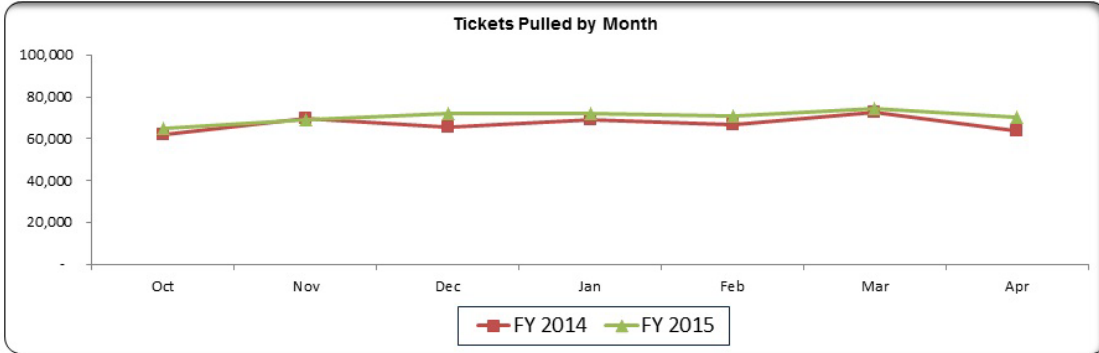
Public Art - Traffic Box Artwork

CoB awarded a contract to Trademark Sign for fabrication and installation. Signs2U has protested the award and was denied. Signs2U will appeal to City Council on 6/9. Project on hold pending appeal.

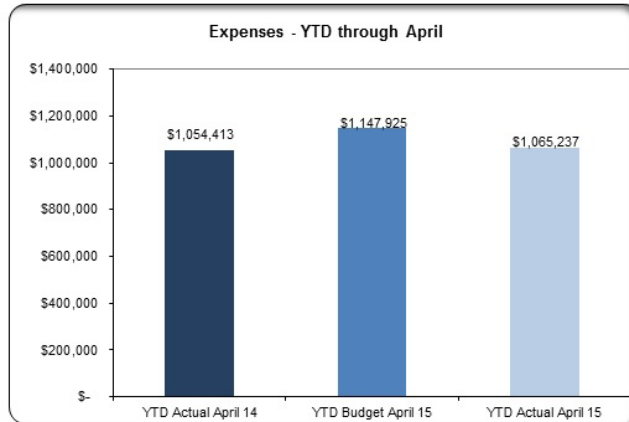
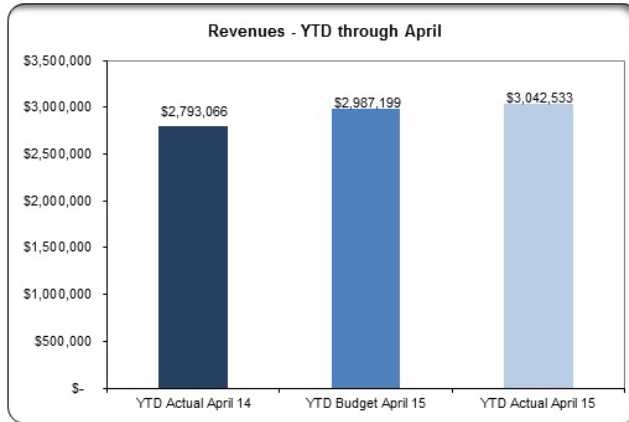
Parking Strategic Plan

After two meetings with the Parking Projects Steering Committee, this project will have its initial Stakeholder meeting on June 25th. Nominations for the various stakeholder groups are being finalized, with invitations going out the week of June 8th. We expect this project to be completed by the end of this calendar year.

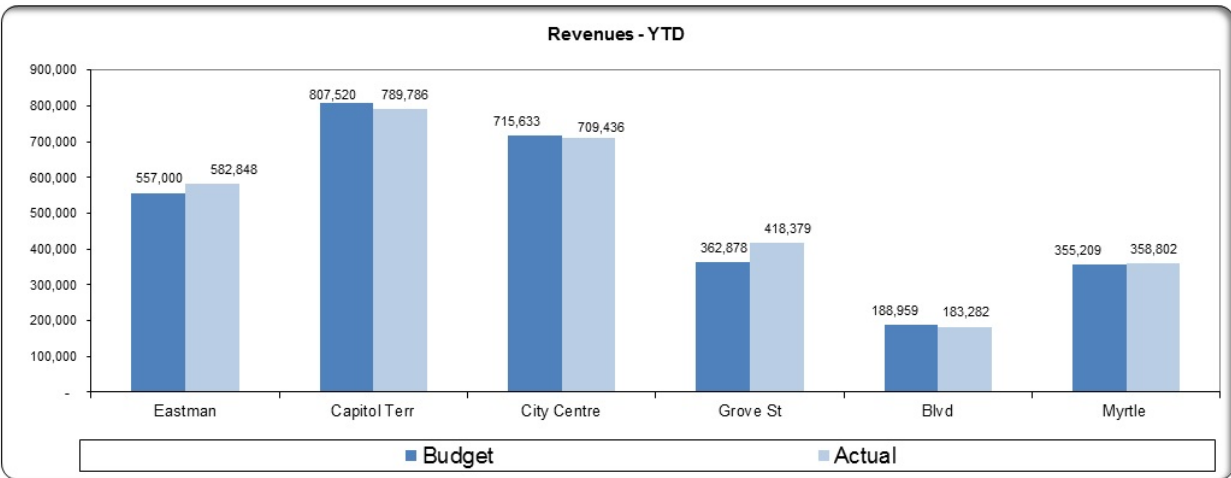
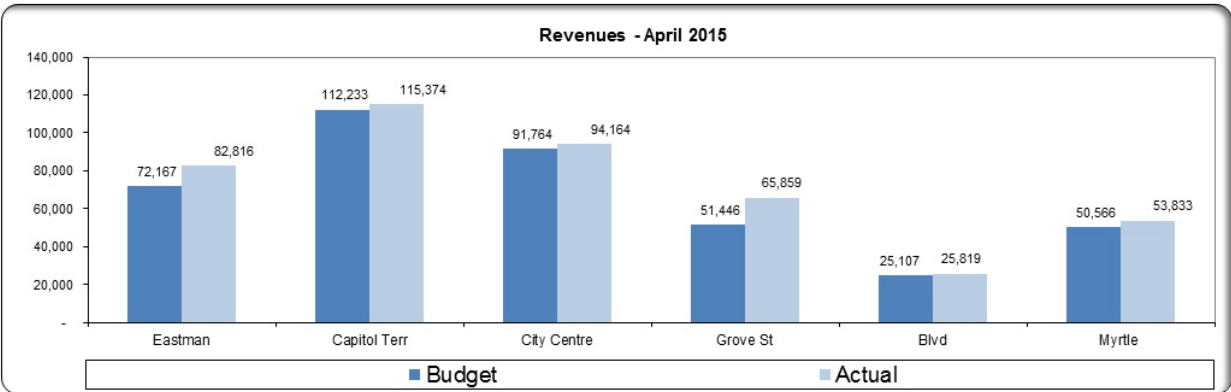
**CCDC
System-wide Parking Results
Tickets Pulled, Permits Sold, and Average Length of Stay by Month - Prior Years v Current Year Actual**



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



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



Finance Team: Ross Borden, Mary Watson, Joey Chen, Pam Sheldon, Kevin Martin & Peggy Breski

Risk-Based Cycling Review of Internal Controls

After directly soliciting eleven firms and advertising online and in print, two firms – Harris & Co. and Eide Bailly – responded by the May 8 deadline to the Agency’s Request for Qualifications/Proposals soliciting firms to perform its Three Year Risk-Based Cycling Review Plan. After scoring the proposals, interviews were conducted on May 21. The selected firm, Eide Bailly, will undertake Year 1 of the Review by focusing 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. A draft of their report will be presented to the Executive Committee in September with the final report presented to the Board at its October meeting.

Bank Note

Preliminary work has begun on securing a note of up to \$5 million to be used for two purposes. The first is to provide a portion of the Agency’s \$2.1 million local match to Valley Regional Transit’s \$10 million federal earmark for construction of Main Street Station. The second is to provide funds for an accelerated Grove Plaza 2.0 redesign / reconstruction project. The final Grove 2.0 project design will follow the currently underway stakeholder discussion / decision process. The intent is to have the new Grove Plaza completed coincident with the completion of the adjacent City Center Plaza project.

FY2015 Amended and FY2016 Original Budget Development

Work is progressing on current year adjustments and preliminary revenue and expense estimates and project identification for the coming fiscal year. As is typical and for various reasons a few projects in this year’s budget have been modified, postponed or canceled. According to most recent indicators, upward trending tax increment and parking revenues will support the Agency’s extensive FY2016 work plan of capital improvements, downtown initiatives and parking system maintenance. CCDC is excited to have the means and expertise to be an integral part of this exceptional era of growth and change in downtown Boise.

Competitive Procurement Activity

Old Boise Streetscapes:	6.5 block faces:
Invitation to Bid issued:	March 10
Bids Opened:	April 2



Board Awards Contract: April 13
Contract Awarded to: Guho Corporation
Base Bid Amount: \$1,225,000.

Westside Streetscapes: 4.5 block faces

Invitation to Bid Issued: June 2
Bids Opened: June 30 (scheduled)
Board Awards Contract: July 13 (scheduled)
Contract Awarded to: TBD (Guho Corp or Wright Brothers, per prequalification)
Bid Amount: TBD

Capital Terrace Parking Garage Waterproofing.

Invitation to Bid Issued: March 31
Bids Opened: April 30
Board Awards Contract: May 11
Contract Awarded to: Specialty Systems Inc.
Bid Amount: \$315,600.

Other Contracts Activity

The Land Group. Task Order for a topographic survey of Pioneer Pathway Phase 3 to document elevations and existing ground conditions which are pertinent to design and completion of the pathway.

The Land Group. Task Order for Pioneer Pathway design including civil engineering and landscape architectural design; construction documents will be included as well as observation/consultation of the bidding process.

KPFF Consulting Engineers. Task Order for certain engineering evaluations and recommendations related to the Capitol Terrace Garage waterproofing project.

Kimley-Horn and Associates, Inc. Task Order to provide a parking rates assessment to determine if existing rates are: appropriate for the downtown Boise parking market;

sufficient to cover necessary system expense; and comparable to similar downtowns regionally and nationally.

Kimley-Horn and Associates, Inc. Task Order to develop a Parking Strategic Plan to prepare for the 'sunsetting' of the Central District, which also includes evaluation of current parking management and infrastructure, and how to link that to larger community development and transportation processes.

Sea Reach LTD. Amend original Professional Services Agreement to add development of parking garage signage that complements the Downtown Boise Wayfinding System signage currently in development.

JedSplit Creative. Task Order for redesign / updating of Downtown Boise Streetscape Standards & Specifications Manual.

KB Fabrication & Welding. Task Order for fabrication of direct-bury, surface-mounted, and skid-mounted bike racks used by the Agency in its streetscapes projects and when replacements are needed.

Gingerich Site & Underground. Work Request to remove an elm tree from 9th Street at Fulton Street in preparation for ACHD's crosswalk improvements; this tree was surplussed to the City of Boise and will be replanted in Julia Davis Park.

Alloway Electric. Services Contract for installation of "No Smoking" signs on seven light poles in the Grove Plaza and on 8th St. due to area businesses making complaints to Police of public smoking in areas that should be prohibited.

Capitol Landscape. Work Request to repair sidewalk pavers to prevent trip hazards and improve appearance.



May 2015 Update

prepared by Jay Story

1. Whittier Art Project Update

After several weeks of working with the students of Whittier Elementary to help design the art project, Blackrock Forge has spent several months incorporating these designs into unique art pieces that will be mounted on top of the Whittier Elementary fence along Whitewater Park Boulevard. These ideas were presented on May 13th, and after several minor modifications, we hope to see this unique art piece installed later in 2015. Several of the designs presented are in the supplemental information.

2. Bike racks ordered by CCDC.

To encourage bike riding and assist several West End business owners, CCDC has ordered 5 bike racks for the West End. Be looking for new bike racks in the coming months at Jerry's Market, Boise Electric Bikes, and at the West End office.

3. West End Videos Completed!

As a part of "Stakeholder Outreach" and "Identity Communication", we hired Sidewayz films to produce 2 videos highlighting the businesses, culture, and development opportunities found within the West End. These films were released last week, and the feedback has been extremely positive. To view the films, visit <https://vimeo.com/129049237> & <https://vimeo.com/129050335>.

4. TOK to host West End "Open House"

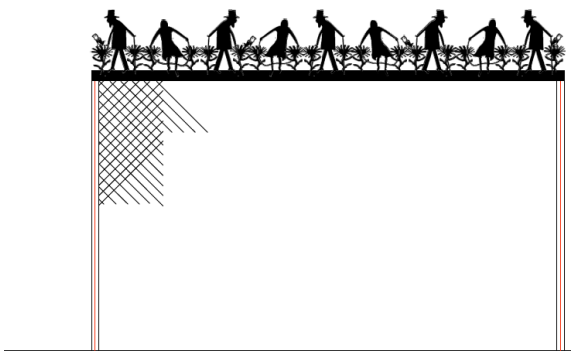
Thornton Oliver Keller is hosting an "Open House" open to anyone wishing to learn a little more about current activities and development opportunities within the West End. This is a free event that will take place at the corner of Whitewater Park Blvd and Main Street at noon on June 3rd.

Supplemental information on following pages.

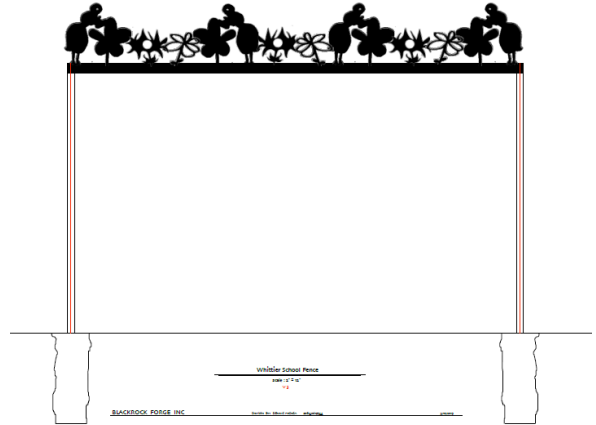


Supplemental Information

1. Whittier Artful Boundary Project Designs.



Whittier School Fence
2019.07.14
BLACKROCK FORGE INC. DRAWN BY: DENNIS PROSKA 888-468-8764 5/22/2019



Whittier School Fence
2019.07.14
BLACKROCK FORGE INC. DRAWN BY: DENNIS PROSKA 888-468-8764 5/22/2019



Whittier School Fence
2019.07.14
BLACKROCK FORGE INC. DRAWN BY: DENNIS PROSKA 888-468-8764 5/22/2019



2. CCDC to install bike racks at several West End businesses.

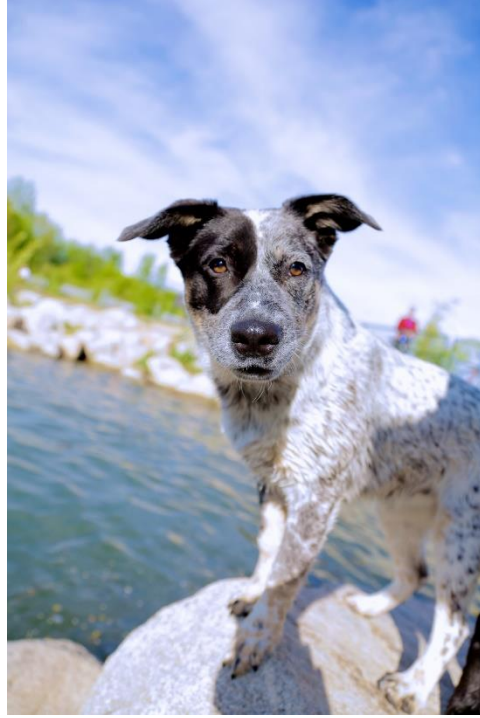


3. Sidewayz Videos & Pictures Complete

Some example photos...











4. TOK Hosting Open House



VISIT BOISE'S MOST ANTICIPATED NEIGHBORHOOD!

Well positioned development location
Outstanding access and connectivity with broad zoning makes this offering suitable for a variety of development options.

Available For Exchange or Lease
Two parcels available (6.5 and 2.5 acres), divisible to 1.5 acres.

Visible Location
Close to downtown Boise, Esther Simplot Park, the Greenbelt, Whitewater Park, the new 30th & Main office project and CWI's Boise campus.



[Learn More](#)



Financial Summary

30th Street Revitalization Plan	Budget	Actuals	Through June (est)
Building the Team	\$75,000	\$43,750	\$50,000
Other (professional services, office supplies, etc.)	\$10,000	\$3,087	\$3,087
Architecture & Planning	\$22,000	\$9,560	\$9,560
Property Owner /Investor/Developer Outreach	\$39,000	\$1,888	\$19,388
Mapping	\$1,000	\$85	\$85
Building a Presence	\$18,400	\$7,200	\$7,200
Mileage & Expenses	\$4,600	\$0	\$0
Total:	\$170,000	\$65,570	\$89,320



Information/Discussion Item

Agenda Subject: Downtown Boise Streetscape Standards & Specifications Update		Date: June 8, 2015
Staff Contact: Matt Edmond	Attachments: 1. Streetscape Type Map	

Background:

CCDC staff, in coordination with agency partners and stakeholders, is seeking to update its streetscape standards within its urban renewal districts in downtown Boise. These standards are derived from Streetscape Standards and Elements of Continuity appendices of the Boise Central District, River Myrtle – Old Boise, and Westside Downtown urban renewal master plans. These standards guide both private development as well as CCDC-led efforts to improve the public rights-of-way within the urban renewal districts.

Current standards include six defined streetscape types—Urban Brick, Urban Concrete with Brick, Urban Concrete, Capitol Boulevard, Neighborhood (Vegetated), Urban Parkway—and a ‘Special’ type for yet-to-be defined streetscapes. Attachment 1 shows how streets within the Boise Central, River Myrtle – Old Boise, and Westside Downtown districts are designated.

Need for Update

The streetscape standards need to be updated for a number of reasons. The current standards document, last adopted by the CCDC Board in 2009, does not include streetscape type designations of standards for the streets within the 30th Street Urban Renewal District. While the 30th Street Area Master Plan included preferred cross sections for Whitewater Park Blvd, 27th St, Main St, and Fairview Ave—as well as for residential streets in the neighborhood, which are largely outside of the URD—it did not designate streetscape types or design elements for these or any other streets within the 30th Street URD.

In addition to designating streetscape types for the 30th Street URD, a number of developments have raised questions about extant streetscape standards and designations. Emerging treatments and practices have or may come into use in streetscape improvements and should be considered strategically through streetscape standards and specifications. Suspended paving systems, such as Silva Cells, have already been installed with streetscape projects in the Old Boise area. These systems benefit tree growth and improve storm water management. Permeable pavers have been installed in angled street parking on Broad Street. The Broad St design, as well as the Fairview Avenue Green Street Concept and Main Street Subwatershed Plan may expand the use of both permeable pavers and roadside bioswales.

Finally, the installation of a buffered bike lane on Capitol Blvd north of River St, and ongoing discussions to extend the bike lane south of River and upgrade it calls into question the feasibility of the Capitol Blvd streetscape standard as currently configured.

The following agencies have been invited to participate and give input in the streetscape standards update. Staff has already conducted some initial fact finding meetings to identify what works well with the current manual, what doesn't, and opportunities for improvement.

- ACHD (Storm Water Quality, Development Services, Traffic Services)
- Boise City (Planning & Development, Public Works, Community Forestry, Parking)
- Boise Fire Department (Fire Hydrants)
- CCDC (Operations, Development, Contracts)
- Downtown Boise Association
- Valley Regional Transit
- West End/Story Commercial
- Idaho Power
- United Water

Fiscal Notes:

CCDC spends approximately \$2M on streetscape improvements within its urban renewal districts each year, including CCDC projects and developer participation grants. This expenditure is not expected to increase going forward, but the formal adoption of more expensive treatments, such as suspended paving systems (SPS)—e.g. Silva Cells—without leveraging additional funding, would reduce the amount of streetscape improvements that CCDC can accomplish.

Streetscape Type	Cost Per Block Face without SPS	Cost Per Block Face with SPS
Urban Brick	\$ 250,000	\$ 340,000
Urban Concrete with Brick	\$ 220,000	\$ 310,000
Urban Concrete	\$ 200,000	\$ 290,000
Neighborhood/Urban Parkway	\$ 110,000	N/A

Notes:

1. Above cost estimates assume a 20% contingency and are rounded to the nearest \$10,000.
2. Estimate of additional \$90,000 per block face to included suspended paving systems assumes 8 – 10 trees per block face, or about \$9,000 - \$11,000 per street tree accommodated.

Next Steps

Staff will have a work session with the Boise City Council on June 16. Then, based on input from the CCDC Board, Boise City Council, and previous meetings with stakeholders, CCDC staff and Jensen-Belts will develop a draft update for the standards and specifications manual, which should be ready for review in late July or early August.

STREETSCAPE TYPE MAP

