

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

A G E N D A

- I. **CALL TO ORDER**.....Chairman Hale
- II. **AGENDA CHANGES/ADDITIONS**.....Chairman Hale
- III. **CONSENT AGENDA**
 - A. Expenses
 - 1. Approval of Paid Invoice Report – September 2015
 - B. Minutes and Reports
 - 1. Approval of Meeting Minutes from September 14, 2015
 - 2. Approval of Meeting Minutes from September 23, 2015
- IV. **ACTION ITEM**
 - A. CONSIDER: Resolution 1410 Amend Gardner Plaza, LLC T3 Agreement for Additional Environmental Remediation (10 Minutes)Doug Woodruff
 - B. CONSIDER: Resolution 1408 Approval of T1 Participation Agreement for Idaho Street Townhomes (5 minutes).....Shellan Rodriguez
 - C. CONSIDER: Resolution 1407 Approval of T2 Participation Agreement for Marriott (10 minutes)Shellan Rodriguez
 - D. CONSIDER: Resolution 1411 Authorizing a Temporary Waiver of Monthly Parking Oversell in the City Centre Garage (10 minutes).....Max Clark
- V. **INFORMATION/DISCUSSION ITEMS**
 - A. Parking Initiatives Update (20 minutes).....Max Clark
 - B. The Grove Plaza Renovation Design Update (20 minutes)Doug Woodruff
 - C. Operations Report (5 minutes).....John Brunelle
- VI. **ADJOURN**

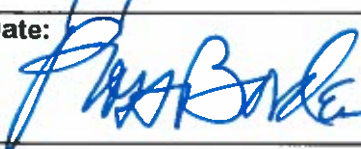
This meeting is being conducted in a location accessible to those with physical disabilities. Participants may request reasonable accommodations, including but not limited to a language interpreter, from CCDC to facilitate their participation in the meeting. For assistance with accommodation, contact 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 09/01/2015 through 09/30/2015**

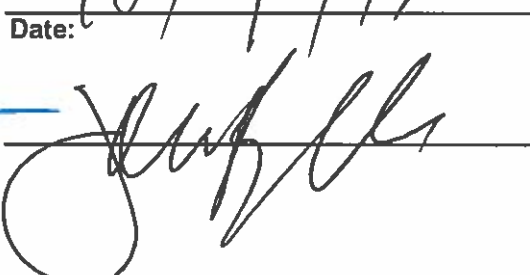
Board Officer Review

Payee	Description	ACH Date	Amount
ABM/AMPCO Parking:			
Monthly Parkers ACH	Payments from Monthly Parkers	9/9/2015	(8,057.00)
ABM/AMPCO	Parking Operations & Admin Exp - August	9/28/2015	95,021.55
Payroll:			
EFTPS - IRS	Federal Payroll Taxes	9/2/2015	13,541.58
Idaho State Tax Commission	State Payroll Taxes	9/2/2015	2,402.00
CCDC Employees	Direct Deposits Net Pay	9/2/2015	33,839.70
PERSI	Retirement Payment	9/2/2015	10,400.63
EFTPS - IRS	Federal Payroll Taxes	9/16/2015	10,981.62
Idaho State Tax Commission	State Payroll Taxes	9/16/2015	1,935.00
CCDC Employees	Direct Deposits Net Pay	9/16/2015	29,277.10
PERSI	Retirement Payment	9/16/2015	10,245.77
EFTPS - IRS	Federal Payroll Taxes	9/30/2015	10,841.08
Idaho State Tax Commission	State Payroll Taxes	9/30/2015	1,905.00
CCDC Employees	Direct Deposits Net Pay	9/30/2015	29,008.89
PERSI	Retirement Payment	9/30/2015	10,167.01
Idaho State Tax Commission	SUTA Payment Q3	9/28/2015	1,618.84
Other:			
Idaho Power (autopayment)	August electricity bills	Various	602.01
Valley Regional Transit	MMC Expense	9/21/2015	471.82
Valley Regional Transit	Local Match MMC	9/21/2015	64,968.87
Valley Regional Transit	Local Match MMC	9/10/2015	64,965.54
8th&Main LLC/Gardner	OPA Reimbursement	9/30/2015	1,000,000.00
US Bank Credit Cards	Credit Cards	9/9/2015	4,869.75
US Bank Credit Cards	Credit Cards	9/29/2015	4,801.97
Paid Invoice's	Other Paid Invoice's	September 2015	698,856.97
Total Paid Invoices	Total Checks and Electronic payments		1,839,536.93
Grand Totals	Total ACH Transfer		\$ 2,092,665.70

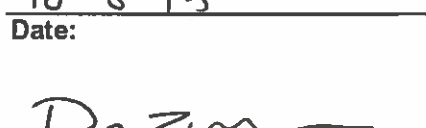
Reviewed by:
Finance Director

10/7/2015
Date: 

Reviewed by:
Executive Director

10/9/15
Date: 

Reviewed by:
Board Member

10-8-15
Date: 

Report Criteria:

Detail report type printed

[Report]. Check Issue Date = 09/01/2015-09/30/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3802	A 1 Plumbing	187297	Plumbing Repair @ Trailhe	09/23/2015	458.00	61372	09/24/2015
Total 3802:					458.00		
3871	ABC Stamp Signs & Award	0481318	Employee Name Tags	08/28/2015	224.00	61342	09/09/2015
Total 3871:					224.00		
1139	American Cleaning Service	43897	Trailhead Cleaning - 12 Mo	09/01/2015	892.10	61373	09/24/2015
Total 1139:					892.10		
3838	American Fire Protection L	7130	Repairs to fire system - Dru	08/26/2015	2,267.82	61374	09/24/2015
		7204	Monthly pump inspection &	08/20/2015	185.00	61343	09/09/2015
		7231	Drum Drip System Repairs	08/27/2015	202.50	61374	09/24/2015
Total 3838:					2,655.32		
3493	Arbitrage Compliance Spec	G4612	2010 A Bond Reports	09/01/2015	950.00	61404	09/24/2015
Total 3493:					950.00		
3559	Aurora Technical Consultin	1995	Cloud storage	09/02/2015	320.40	61344	09/09/2015
		2010	Main Server Replacement	09/03/2015	5,914.35	61344	09/09/2015
		2013	2 HD's, 8GB & 16GB kit	08/31/2015	194.28	61375	09/24/2015
		2019	PC Support	08/30/2015	1,520.00	61375	09/24/2015
Total 3559:					7,949.03		
3770	AutoSort Mailing Services	80896	Postage - Postcards for Gr	08/24/2015	1,972.76	61345	09/09/2015
Total 3770:					1,972.76		
1274	BDPA Inc	AUGUST 20	Review and Edit Job Descr	08/26/2015	810.00	61346	09/09/2015
Total 1274:					810.00		
1292	Berryhill & Co.	11960	Executive Committe Lunch	09/09/2015	67.75	61376	09/24/2015
		11964	Board Meeting lunches	09/10/2015	106.75	61376	09/24/2015
Total 1292:					174.50		
1316	Blue Cross of Idaho	1521500035	Health Insurance - Septem	09/01/2015	16,190.10	61335	09/01/2015
Total 1316:					16,190.10		
1331	Boise Centre	0000018-IN	Hotel Market Study done b	09/01/2015	5,191.66	61377	09/24/2015
		8079-IN	Grove maintenance fee - S	09/01/2015	2,450.00	61347	09/09/2015
Total 1331:					7,641.66		
1385	Boise City Utility Billing	0447416001	848 Main St # 0447416001	09/01/2015	5.64	61378	09/24/2015
		0548469002	CD 107 S 9th-Trash servic	09/01/2015	206.12	61378	09/24/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		0548469002	RM 107 S 9th-Trash serv	09/01/2015	140.16	61378	09/24/2015
		0548469002	WS 107 S 9th-Trash serv	09/01/2015	65.96	61378	09/24/2015
		0584042003	1401 W Idaho St #0584042	09/01/2015	69.76	61378	09/24/2015
	Total 1385:				487.64		
1424	Boise Office Equip - Servic	IN568078	Copier maintenance	09/01/2015	308.00	61348	09/09/2015
		IN568078	excess Usage Fee	09/01/2015	34.95	61348	09/09/2015
	Total 1424:				342.95		
3816	Capitol Landscape Inc.	09.02.2015	RMOB - Paver Moving	09/02/2015	457.50	61349	09/09/2015
		09.02.2015	WS - Paver Moving	09/02/2015	457.50	61349	09/09/2015
	Total 3816:				915.00		
1556	Caselle Inc.	66930	Contract support - Septem	09/01/2015	787.33	61336	09/01/2015
	Total 1556:				787.33		
3933	Catapult3 Inc.	40861	1st Thursday Open House	08/27/2015	350.00	61350	09/09/2015
	Total 3933:				350.00		
3936	City Club of Boise	4913	Corporate Membership for	10/01/2015	250.00	61379	09/24/2015
	Total 3936:				250.00		
1595	CITY OF BOISE	08.31.2015	Bike Coral Placement - 6M	08/31/2015	600.00	61351	09/09/2015
		08.31.2015	Bike Coral Placement - 6M	08/31/2015	300.00	61351	09/09/2015
		JN9	Traffic Box Raps - RMOB	09/15/2015	20,000.00	61380	09/24/2015
		JN9	Traffic Box Raps - West Si	09/15/2015	15,000.00	61380	09/24/2015
		JN9	Traffic Box Raps - 30th Str	09/15/2015	5,000.00	61380	09/24/2015
	Total 1595:				40,900.00		
3909	City of Many Trees LLC	SEPTEMBE	Rent and NNN - Septembe	09/01/2015	1,893.00	61337	09/01/2015
	Total 3909:				1,893.00		
1643	Community Planning Asso	215097	FY15 4th qtr Membership	08/01/2015	2,025.00	61352	09/09/2015
	Total 1643:				2,025.00		
1703	CSHQA	27544	Grove Plaza Renovation D	07/31/2015	1,674.17	61353	09/09/2015
		27694	Grove Plaza Renovation D	08/31/2015	20,073.40	61381	09/24/2015
	Total 1703:				21,747.57		
1787	Downtown Boise Associati	1234	CD Clean Team	08/31/2015	2,193.63	61354	09/09/2015
		1234	RM Clean Team	08/31/2015	1,491.67	61354	09/09/2015
		1234	WS Clean Team	08/31/2015	701.96	61354	09/09/2015
		1235	8th St Clean Team	08/31/2015	546.00	61354	09/09/2015
	Total 1787:				4,933.26		
1832	Eide Bailly LLP	EI00303238	Agreed Apon PArking Proc	08/31/2015	6,300.00	61382	09/24/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 1832:					6,300.00		
1838	Elam & Burke P.A.	158990	401-0 Parking/Property Ma	08/31/2015	80.00	61405	09/24/2015
		158991	Associated Warehouse - Af	08/31/2015	428.00	61405	09/24/2015
		158993	Bank of America - LOC - C	08/31/2015	4,077.00	61405	09/24/2015
		158995	101-0 General - Employee	08/31/2015	1,153.00	61405	09/24/2015
		158996	Civic Partners Rent Default	08/31/2015	180.00	61405	09/24/2015
		158997	Ada County Courthouse Bo	08/31/2015	638.00	61405	09/24/2015
		158998	Roost Development	08/31/2015	2,927.73	61405	09/24/2015
		158999	Parking Garage Accident	08/31/2015	140.00	61405	09/24/2015
		159002	101-0 General	08/31/2015	1,397.75	61405	09/24/2015
		159003	401-0 Parking/Property Ma	08/31/2015	1,358.00	61405	09/24/2015
		159004	305-1 RM Implement	08/31/2015	4,192.00	61405	09/24/2015
		159005	101-0 General - Legislation	08/31/2015	140.00	61405	09/24/2015
Total 1838:					16,711.48		
1898	Fiberpipe	1817-17010	Email, Audio, & Domain	09/01/2015	64.90	61355	09/09/2015
Total 1898:					64.90		
3807	FreedomVoice Systems	2015-090105	Monthly Service	08/31/2015	534.91	61356	09/09/2015
Total 3807:					534.91		
3882	Gardner Plaza LLC	DRAW#3	Streetscape & Utilities	08/31/2015	93,739.21	61383	09/24/2015
		DRAW#3	Remediation of Contaminat	08/31/2015	2,437.72	61383	09/24/2015
		OPA FY2015	OPA Reimbursement for F	09/30/2015	1,000,000.00	10157	09/30/2015
Total 3882:					1,096,176.93		
3778	Gingerich Site & Undergro	5018	FY15 Watercooler/14th Str	08/01/2015	430.00	61357	09/09/2015
		5018A	Additional Watercooler Wor	08/01/2015	216.25	61357	09/09/2015
Total 3778:					646.25		
3695	Guho Corp.	150101066-0	2015 WS Streetscapes Dra	09/22/2015	278,827.05	61384	09/24/2015
		50101043-05	2015 RMOB Streetscapes	09/22/2015	51,572.56	61384	09/24/2015
Total 3695:					330,399.61		
2129	Idaho Blueprint & Supply C	392634	1st Thursday Open House	08/26/2015	198.84	61358	09/09/2015
		392678	Alive After 5 - Brick Progra	08/26/2015	45.42	61358	09/09/2015
		393385	Mailing Tubes	09/17/2015	108.15	61385	09/24/2015
Total 2129:					352.41		
2165	Idaho Power	2200406607	9th St outlets #220040660	08/31/2015	3.54	10154	09/18/2015
		2200910368	617 S Ash #2200910368	08/31/2015	11.31	10154	09/18/2015
		2201627995	9th & State # 2201627995	08/31/2015	3.54	10153	09/16/2015
		2202934903	8th St lghts #2202934903	08/31/2015	31.39	10154	09/18/2015
		2205983212	Grove Vault #2205983212	08/31/2015	552.23	10154	09/18/2015
Total 2165:					602.01		
3900	Idaho Records Manageme	0110414	Storage & Delivery Service	08/31/2015	463.62	61386	09/24/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3900:					463.62		
2186	Idaho Statesman	263244 AUG	Legal Notices	08/31/2015	1,233.78	61387	09/24/2015
Total 2186:					1,233.78		
2240	Intermountain Gas Compa	6948213000	617 Ash St #69482130007	08/21/2015	10.03	61359	09/09/2015
Total 2240:					10.03		
3937	Jeanie Ure	GREENWAV	GT1500 Air Purifiers for Off	09/24/2015	723.00	61406	09/24/2015
Total 3937:					723.00		
2288	Jensen Belts	1501-9	2015 OB Streetscape Proje	08/31/2015	1,810.80	61360	09/09/2015
		1509-5	2015 Westside Streetscap	08/31/2015	1,207.20	61360	09/09/2015
		1527-4	Update Downtown Streetsc	08/31/2015	1,006.00	61360	09/09/2015
Total 2288:					4,024.00		
3913	Kimley-Horn and Associate	191934001-0	Prepare Plan to "sunset" C	08/01/2015	5,840.34	61361	09/09/2015
		191934002-0	Parking Rates Assessment	08/01/2015	7,673.98	61361	09/09/2015
		191934004-0	Grove Street Garage Pede	08/01/2015	9,308.11	61361	09/09/2015
		1919434001-	Strategic Parking Plan	08/01/2015	35,242.86	61361	09/09/2015
Total 3913:					58,065.29		
3439	KPFF Consulting Engineer	0915-115702	Capitol Terrace Parking Ga	08/31/2015	345.00	61388	09/24/2015
		0915-115702	Capital Terrace Waterproof	08/31/2015	1,755.00	61388	09/24/2015
Total 3439:					2,100.00		
3918	Matt Edmond	09.08.2015	Health Insurance Reimburse	09/08/2015	143.60	15150	09/11/2015
Total 3918:					143.60		
2621	Office Depot Inc.	7880185890	Misc office supplies	08/19/2015	66.98	61362	09/09/2015
		7880637210	Misc office supplies	08/19/2015	75.38	61362	09/09/2015
		7893867780	Misc office supplies	08/25/2015	51.99	61389	09/24/2015
		7893869100	Misc office supplies	08/25/2015	58.39	61362	09/09/2015
		7893869110	Misc office supplies	08/25/2015	11.78	61362	09/09/2015
		7893869120	Misc office supplies	08/25/2015	4.06	61389	09/24/2015
		7893869140	Misc office supplies	08/25/2015	5.99	61389	09/24/2015
		7904830630	Stamps	08/31/2015	50.00	61389	09/24/2015
		7904830630	Misc office supplies	08/31/2015	10.16	61389	09/24/2015
		7904831000	Misc office supplies	08/29/2015	2.49	61389	09/24/2015
		7905960360	Misc office supplies	08/31/2015	46.97	61389	09/24/2015
		7905960560	Misc office supplies	08/29/2015	32.99	61389	09/24/2015
		7933082080	Misc office supplies	09/12/2015	18.27	61389	09/24/2015
		7933082370	Misc office supplies	09/14/2015	62.59	61389	09/24/2015
Total 2621:					498.04		
2774	Pro Care Landscape Mana	3735	TO 14-001 617 Ash St	08/24/2015	244.50	61363	09/09/2015
		3736	621 & 647 Ash Street	08/24/2015	99.00	61363	09/09/2015
		3737	8th Street - Pruning & Spri	08/24/2015	397.47	61363	09/09/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		3738	9th and Grove Plaza	08/24/2015	248.90	61363	09/09/2015
		3739	TO 14-001 9th St, Myrtle to	08/24/2015	164.00	61363	09/09/2015
		3740	Grove Plaza	08/24/2015	454.02	61363	09/09/2015
		3741	TO 14-001 Mulligan's SS	08/24/2015	68.00	61363	09/09/2015
		3742	TO 14-001 Pioneer Street	08/24/2015	342.00	61363	09/09/2015
		3743	TO 14-001 Plum Street Pro	08/24/2015	40.00	61363	09/09/2015
		Total 2774:			2,057.89		
2798	Quadrant Consulting Inc.	8429	2015 Westside SS Projects	08/27/2015	44.46	61390	09/24/2015
		8430	RMOB - SS Projects - Con	08/27/2015	4,222.65	61390	09/24/2015
		8431	Westside CA and Staking	08/27/2015	2,375.54	61390	09/24/2015
		Total 2798:			6,642.65		
3896	Rim View LLC	08.18.2015	Stair Repair at Trailhead	08/18/2015	150.00	61338	09/01/2015
		AUGUST LA	Late Payment Fee - August	08/13/2015	610.50	61338	09/01/2015
		SEPTEMBE	Monthly Rent and NNN - Tr	09/01/2015	12,210.00	61338	09/01/2015
		Total 3896:			12,970.50		
2888	Roper Investments	08/31	Capitol Terrace Condo billi	08/31/2015	3,168.22	61364	09/09/2015
		Total 2888:			3,168.22		
3797	Sea Reach Ltd.	BOI-001-8	Wayfinding Contract w/ Am	08/31/2015	9,648.00	61391	09/24/2015
		Total 3797:			9,648.00		
3542	Security LLC - Plaza 121	SEPTEMBE	Office rent	09/01/2015	13,079.93	61339	09/01/2015
		Total 3542:			13,079.93		
3092	Tennant Sales & Service	913326181	Tennant T20 scrubber - Ma	09/14/2015	1,405.00	61392	09/24/2015
		Total 3092:			1,405.00		
3831	The Land Group Inc.	0135081	Pioneer Pathway - Phase 3	08/31/2015	754.59	61393	09/24/2015
		Total 3831:			754.59		
3907	Total System Services	89523	HVAC Agreement @ Tralh	08/27/2015	99.56	61365	09/09/2015
		Total 3907:			99.56		
3170	Treasure Valley Coffee Inc.	2160.041824	Water & Cooler Rental	09/08/2015	87.00	61394	09/24/2015
		2160.041972	Coffee & tea	09/21/2015	143.70	61394	09/24/2015
		2160-041638	Coffee & tea	08/24/2015	212.10	61366	09/09/2015
		Total 3170:			442.80		
3819	TW Telecom	08127529	Internet & Data	09/10/2015	669.20	61395	09/24/2015
		Total 3819:			669.20		
3233	United Heritage	SEPTEMBE	Disability insurance w/ Rat	09/01/2015	983.07	61367	09/09/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3233:					983.07		
3242	United Water	0600033719	Eastman office #06000337	09/15/2015	136.76	61396	09/24/2015
		0600357562	Grove & 10th #060035756	09/15/2015	174.48	61396	09/24/2015
		0600383311	6th & Main St #060038331	09/16/2015	24.94	61396	09/24/2015
		0600459554	1401 W Idaho St #0600459	09/15/2015	111.32	61396	09/24/2015
		0600557272	503 509 Ash/Pioneer Grm 0	09/14/2015	722.35	61396	09/24/2015
		0600634762	617 Ash St water #060063	09/14/2015	179.21	61396	09/24/2015
		0600639143	516 S 9th St Irri #06006391	09/16/2015	151.23	61396	09/24/2015
		0600668823	437 S 9th St irri #06006688	09/15/2015	139.92	61396	09/24/2015
		0600688451	SW 8th & Fulton #0600688	09/15/2015	36.19	61396	09/24/2015
		0600721753	8th & GROVE #060072175	09/15/2015	722.73	61396	09/24/2015
		0600769718	1413 w Idaho St #0600776	09/15/2015	36.19	61396	09/24/2015
		0600855412	400 S 15th St irrigation # 0	09/14/2015	32.42	61396	09/24/2015
		0600911085	280 N 8th Sprinklers #0600	09/15/2015	130.49	61396	09/24/2015
		0600911660	408 S 9th St irrigation #060	09/15/2015	27.90	61396	09/24/2015
Total 3242:					2,626.13		
3479	US Bank - Copier Lease	285274304	Copier Contr #500-037566	09/01/2015	461.68	61340	09/01/2015
Total 3479:					461.68		
3835	US Bank - Credit Cards	08.25.2015	CA - Albertsons - Creamer	08/25/2015	27.52	10155	09/09/2015
		08.25.2015	CA - Caldwell Transport -	08/25/2015	263.93	10155	09/09/2015
		08.25.2015	PB - Fred Meyer - Creamer	08/25/2015	5.45	10155	09/09/2015
		08.25.2015	PB - NIGP - Local Training	08/25/2015	305.00	10155	09/09/2015
		08.25.2015	JB - Lost and Found - Las	08/25/2015	37.72	10155	09/09/2015
		08.25.2015	JB - MacLife - Power Cord	08/25/2015	83.74	10155	09/09/2015
		08.25.2015	JB - Republic Parking BOI	08/25/2015	10.00	10155	09/09/2015
		08.25.2015	JB - Berryhill - Local Meeti	08/25/2015	49.34	10155	09/09/2015
		08.25.2015	JB - Southwest Air - ULI C	08/25/2015	185.00	10155	09/09/2015
		08.25.2015	JB - Southwest Air - ULI C	08/25/2015	145.00	10155	09/09/2015
		08.25.2015	JB - Piper Pub - Local Mee	08/25/2015	33.41	10155	09/09/2015
		08.25.2015	JB - Emilios - Local Meetin	08/25/2015	28.85	10155	09/09/2015
		08.25.2015	ME - Am. Plan. Assoc. - M	08/25/2015	370.00	10155	09/09/2015
		08.25.2015	ME - Assoc. of Ped. & Bicy	08/25/2015	110.00	10155	09/09/2015
		08.25.2015	ME - Assoc. of Ped. & Bicy	08/25/2015	20.00	10155	09/09/2015
		08.25.2015	BH - Home D - Conduit for	08/25/2015	39.88	10155	09/09/2015
		08.25.2015	BH - PODS - Temp Storag	08/25/2015	176.14	10155	09/09/2015
		08.25.2015	BH - Stericycle Enviro. - Oil	08/25/2015	76.50	10155	09/09/2015
		08.25.2015	BH - Office D. - Picture Fra	08/25/2015	10.06	10155	09/09/2015
		08.25.2015	BH - PODS - Temp Storag	08/25/2015	176.14	10155	09/09/2015
		08.25.2015	DL - SHRM - Refund/Confe	08/25/2015	178.08	10155	09/09/2015
		08.25.2015	DL - A Cupcake Paradise -	08/25/2015	43.99	10155	09/09/2015
		08.25.2015	DL - Bleubird - Exec. COm	08/25/2015	28.62	10155	09/09/2015
		08.25.2015	DL - Berryhill - 15 YEarS @	08/25/2015	934.99	10155	09/09/2015
		08.25.2015	DL - Mixed Greens - Retire	08/25/2015	4.51	10155	09/09/2015
		08.25.2015	DL - Walmart - Kitchen Su	08/25/2015	5.96	10155	09/09/2015
		08.25.2015	DL - Pastry Perfect. - Retir	08/25/2015	59.35	10155	09/09/2015
		08.25.2015	DL - Boise Bike Share - Gr	08/25/2015	100.00	10155	09/09/2015
		08.25.2015	MW - KCM Taxi - KC Mo.	08/25/2015	52.24	10155	09/09/2015
		08.25.2015	MW - Einstein Bros. Bagels	08/25/2015	2.00	10155	09/09/2015
		08.25.2015	MW - Chipotle - KC Mo. Co	08/25/2015	12.41	10155	09/09/2015
		08.25.2015	MW - Qdoba - KC Mo. Con	08/25/2015	8.54	10155	09/09/2015
		08.25.2015	MW - Boise City Taxi - KC	08/25/2015	17.25	10155	09/09/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		08.25.2015	BRGR Restaurant - KC Mo	08/25/2015	19.10	10155	09/09/2015
		08.25.2015	MW - Mildreds Coffee - KC	08/25/2015	11.60	10155	09/09/2015
		08.25.2015	MW - Marriott Hotel - KC M	08/25/2015	9.85	10155	09/09/2015
		08.25.2015	MW_ Blue Nile Cafe - KC	08/25/2015	11.47	10155	09/09/2015
		08.25.2015	MW - Webster House Rest	08/25/2015	11.52	10155	09/09/2015
		08.25.2015	MW - Boise City Taxi - KC	08/25/2015	13.50	10155	09/09/2015
		08.25.2015	MW - Reserve - KC Mo. Co	08/25/2015	24.16	10155	09/09/2015
		08.25.2015	MW - Marriott Hotel - KC M	08/25/2015	1,033.22	10155	09/09/2015
		08.25.2015	MW - Location 1 - KC Mo.	08/25/2015	9.71	10155	09/09/2015
		08.25.2015	DW - Alask Air - - Grove Pl	08/25/2015	185.10	10155	09/09/2015
		08.25.2015	DW - Alask Air - Broad Stre	08/25/2015	185.10	10155	09/09/2015
		08.25.2015	DW - Trimet TVM - Grove	08/25/2015	2.50	10155	09/09/2015
		08.25.2015	DW - Trimet TVM - Broad	08/25/2015	2.50	10155	09/09/2015
		08.25.2015	DL - Amazon - Easles for 1	08/25/2015	104.96	10155	09/09/2015
		092515	CA Albertsons kitchen sup	09/25/2015	8.24	10156	09/30/2015
		092515	CA Albertsons 1st thursday	09/25/2015	89.02	10156	09/30/2015
		092515	CA Berryhill CMGC intervie	09/25/2015	13.78	10156	09/30/2015
		092515	CA Mixed Greens	09/25/2015	19.61	10156	09/30/2015
		092515	CA BYP membership fy16	09/25/2015	55.00	10156	09/30/2015
		092515	CA Sketchup subscription f	09/25/2015	120.00	10156	09/30/2015
		092515	CA Bleubird EC mtg lunch	09/25/2015	56.64	10156	09/30/2015
		092515	CA Walmart kitchen suppli	09/25/2015	17.07	10156	09/30/2015
		092515	CA Lilly Jane Cupcake mat	09/25/2015	41.93	10156	09/30/2015
		092515	CA DBA Deah baby showe	09/25/2015	10.00	10156	09/30/2015
		092515	PB Nothing Bundt Cake De	09/25/2015	41.87	10156	09/30/2015
		092515	PB Dollartree Deah baby s	09/25/2015	6.36	10156	09/30/2015
		092515	PB Walmart Deah baby sh	09/25/2015	6.71	10156	09/30/2015
		092515	JB Amazon Digital Photo F	09/25/2015	37.25	10156	09/30/2015
		092515	JB Amazon Digital Photo F	09/25/2015	208.01	10156	09/30/2015
		092515	JB ABC Stamp name plate	09/25/2015	77.60	10156	09/30/2015
		092515	JB Asiagos lunch w/Karen	09/25/2015	48.48	10156	09/30/2015
		092515	TB Office Depot supplies	09/25/2015	52.99	10156	09/30/2015
		092515	TB Office Depot supplies r	09/25/2015	52.99-	10156	09/30/2015
		092515	TB United Air - ULI conf	09/25/2015	461.70	10156	09/30/2015
		092515	MC Lucky Fins mtg w/D S	09/25/2015	34.70	10156	09/30/2015
		092515	MC Alaska Airline IDA conf	09/25/2015	226.70	10156	09/30/2015
		092515	MC Alaska Airline IDA conf	09/25/2015	875.00	10156	09/30/2015
		092515	MC Lucky Fins mtg w/Axio	09/25/2015	51.41	10156	09/30/2015
		092515	BH Grainger hard hats for	09/25/2015	115.31	10156	09/30/2015
		092515	BH Home Depot reflective t	09/25/2015	12.64	10156	09/30/2015
		092515	BH Napa Parts spray paint	09/25/2015	6.88	10156	09/30/2015
		092515	DL LinkedIn.com- job posti	09/25/2015	199.00	10156	09/30/2015
		092515	Careerbuilder.com - job po	09/25/2015	419.00	10156	09/30/2015
		092515	DL Boisebikeshare - usage	09/25/2015	6.47	10156	09/30/2015
		092515	KM Delta Air - Caselle conf	09/25/2015	565.70	10156	09/30/2015
		092515	SR Eventbrite.com-Housin	09/25/2015	185.00	10156	09/30/2015
		092515	LW City Peanut Shop-1st T	09/25/2015	54.55	10156	09/30/2015
		092515	DW PDX trip - 1/2 Grove 2.	09/25/2015	365.17	10156	09/30/2015
		092515	DW PDX trip - 1/2 Broad St	09/25/2015	365.17	10156	09/30/2015
Total 3835:					9,671.72		
3864	USI Idaho Kibble & Prentic	1695340	Increase In Parking Syste	09/01/2015	123.00	61368	09/09/2015
Total 3864:					123.00		
3266	Valley Regional Transit	17210	Local Capital - July - MMC	07/31/2015	471.82	10149	09/21/2015

4,869.75 8/25/15 smnt
4,801.97 9/25/15 smnt

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		17224	Local match contribution-M	07/31/2015	64,968.87	10148	09/21/2015
		17287	Local match contribution-M	08/31/2015	64,965.54	101151	09/10/2015
Total 3266:					130,406.23		
3841	VoiceText Communications	08.31.15-865	Conference calls	08/31/2015	4.31	61397	09/24/2015
		09.06.15-932	Conference calls	09/06/2015	38.33	61397	09/24/2015
		09.13.15-948	Conference calls	09/13/2015	9.28	61397	09/24/2015
Total 3841:					51.92		
3365	Westerberg & Associates	177	Legislative Advisement Ser	08/31/2015	2,000.00	61369	09/09/2015
Total 3365:					2,000.00		
3374	Western States Equipment	WO0701002	Bldg 8 generator monthly i	08/31/2015	577.22	61398	09/24/2015
Total 3374:					577.22		
3852	Worrell Communications L	2098	The Grove Brick Program	08/10/2015	1,358.01	61370	09/09/2015
		2098.2	Grove 2.0 Website and Ch	08/10/2015	875.00	61370	09/09/2015
		2098.2	Media Relations & CCDC	08/10/2015	1,187.50	61370	09/09/2015
Total 3852:					3,420.51		
3867	YMCA	111	Y-Not Triathlon expenses r	08/01/2015	4,678.03	61371	09/09/2015
Total 3867:					4,678.03		
Grand Totals:					1,839,536.93		

Report Criteria:

Detail report type printed

[Report] Check Issue Date = 09/01/2015-09/30/2015

MINUTES OF REGULAR MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
121 N. 9th St., Conference Room
Boise, ID 83702
September 14, 2015 12:00 p.m.

I. CALL TO ORDER: Chairman Hale convened the meeting with a quorum at 12:07 p.m.

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

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Max Clark, Parking and Facilities Director; 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; Project Specialist, Laura Williams; Deah LaFollette, Executive Assistant; Céline Acord, Administrative Project Assistant. Also present was Agency legal counsel, Matt Parks.

II. SPEICAL PRESENTATION

Boise City Fire Chief Dennis Doan presented a plaque of appreciation to the CCDC Board of Commissioner for use of a CCDC owned warehouse. The warehouse, previously located at 620 S. 9th street, was used for almost 10 years by the Boise Fire Department for an estimated 50,000 hours of training.

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

Action item D. Resolution 1403 CM/GC Selection for The Grove Plaza 2.0 Renovation was removed from the agenda.

IV. CONSENT AGENDA:

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

All said Aye. The motion carried 8-0.

The Consent Agenda consisted of the following actions:

- A. Expenses
 - 1. Approval of Paid Invoice Report – July 2015
 - 2. Approval of Paid Invoice Report – August 2015
- B. Minutes and Reports
 - 1. Approval of Meeting Minutes from August 10, 2015

2. Approval of Meeting Minutes from August 26, 2015

V. ACTION ITEMS:

A. CONSIDER: Participation Program Update

Matt Edmond, CCDC Project Manager, gave a report.

Commissioner Zuckerman moved for approval of the updated and amended Participation Program as presented. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 8-0.

B. CONSIDER: T3 Designation for JR Simplot Company Offices and JUMP

Matt Edmond, CCDC Project Manager, gave a report.

Mark Bowen, JUMP Project Manager, gave a project update.

Commissioner Zuckerman moved to designate this project as a Type 3 Special Assistance Participation Agreement and direct staff to negotiate and finalize the documents for future Board Action. Commissioner Shalz seconded the motion.

All said Aye. The motion carried 8-0.

C. CONSIDER: T2 Designation for Marriott Residence Inn at 410 S. Capitol Blvd

Shellan Rodriguez, CCDC Project Manager, gave a report.

Jared Smith, Pennbridge Lodging, gave a project update.

Commissioner Zuckerman moved to move to designate this project as a Type 2 General Assistance Participation Agreement and to direct staff to negotiate and finalize terms of a Type 2 General Assistance Participation Agreement for future Board Approval. Commissioner Shalz seconded the motion.

All said Aye. The motion carried 8-0.

D. CONSIDER: Resolution 1403 CM/GC Selection for The Grove Plaza 2.0 Renovation

This item was removed from the meeting agenda

E. CONSIDER: Resolution 1404 Selected and Preapproved List of CM/GC Firms

Mary Watson, CCDC Contracts Manager, and Doug Woodruff, CCDC Project Manager, gave a report.

Commissioner Eberle asked for unanimous consent to delay this item and request additional information from CCDC staff.

F. CONSIDER: Resolution 1405 8th Street Market Place Project - Type 4 Capital Improvement Reimbursement Agreement

Doug Woodruff, CCDC Project Manager, gave a report.

Commissioner Zuckerman moved to adopt Resolution No. 1405 approving and authorizing the execution of the T4 Capital Improvement Reimbursement Agreement with City of Many Trees, LLC for streetscape improvements associated with 8th Street Market Place. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 8-0.

VI. INFORMATION/DISCUSSION ITEMS

A. Operations Report

John Brunelle, CCDC Executive Director, gave a report.

VII. 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 1:56 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
September 23, 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 Stacy Pearson, Commissioner David Eberle, Commissioner Pat Shalz, Commissioner Ryan Woodings, Commissioner David Bieter, and Commissioner John Hale. Commissioner McLean was absent.

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

II. ACTION ITEMS:

A. CONSIDER: Resolution 1406 Contract Award for Construction of Pioneer Corridor - Phase 3

Mary Watson, CCDC Contracts Manager, gave a report.

Commissioner Bieter arrived at 12:05pm.

Commissioner Zuckerman moved to adopt Resolution No. 1406 awarding the contract for construction of Pioneer Corridor - Phase 3 to Pusher Construction, Inc., for the bid amount of \$595,600 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 7-0.

B. CONSIDER: Resolution 1403 CM/GC Selection for The Grove Plaza Renovation

Mary Watson, CCDC Contracts Manager, and Doug Woodruff, CCDC Project Manager, gave a report.

Commissioner Zuckerman moved to adopt Resolution No. 1403 approving the selection of McAlvain Construction, Inc. as the CM/GC firm for The Grove Plaza Renovation, and to authorize the Agency's Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement with McAlvain Construction, Inc. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 7-0.

III. 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 12:39 pm.

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

John Hale, Chair

Pat Shalz, Secretary



AGENDA BILL

Agenda Subject: Resolution 1410 Amend Gardner Plaza, LLC T3 Agreement for Additional Environmental Remediation	Date: October 13, 2015
Staff Contact: Doug Woodruff	Attachments: 1) Resolution 1410 2) First Amendment to the Amended and Restated Type 3 Capital Improvement Reimbursement Agreement
Action Requested: Approve and authorize the amendment of the T3 Participation Agreement with the Gardner Plaza, LLC for additional environmental remediation.	

Fiscal Notes:

The T3 Reimbursement Agreement with Gardner Plaza, LLC includes \$450,000 of streetscape improvements and utility relocations, \$200,000 of environmental remediation, and \$120,000 of tree replacement; a sum total of \$770,000 of actual costs eligible for reimbursement.

The actual environmental remediation costs incurred to date are \$162,058. The contractor estimates an additional \$36,500 of costs will be incurred; totaling to \$198,558 of the \$200,000 of environmental remediation costs agreed upon.

The contractor estimates it will cost \$55,000 to address the recently discovered asbestos contamination on an existing common wall of VRT's Main Street Station. The developer is requesting an amendment to the T3 agreement to address these unforeseen additional costs.

Resolution 1410 will amend the environmental remediation reimbursement amount from \$200,000 to \$255,000, setting the total T3 Reimbursement Agreement amount at \$825,000.

Background:

The constrained nature of the development site for VRT's multi-modal center, Main Street Station, requires that the subterranean transit center share a common wall with the existing US Bank Plaza subterranean parking garage. Upon completing excavation, and revealing the buried exterior wall of the US Bank Plaza parking garage, test results indicated the existing waterproofing and drain board contains asbestos.

The contractor proposed two solutions to VRT that both adequately abate the asbestos contamination. Partial removal and coating the material is expected to cost \$55,000. Full removal and remediation is expected to cost \$150,062. The partial removal and coating of the material is acceptable to VRT.

VRT's federal grant that is funding Main Street Station's construction does not allow for any federal funds or local match funds to be used for environmental remediation. Due to this grant

requirement responsibility is placed on the developer, VRT, or CCDC to address environmental remediation with additional funds not associated with the federal grant.

VRT and the developer are actively working to address a number of budget issues. The project contingency funds and VRT agency budget reserves have been exhausted to address escalating construction costs and other unforeseen jurisdictional mandated changes. Construction is approximately 70% complete and all demolition and excavation has been conducted. It is unlikely that additional unforeseen costs will be encountered at this stage of the project.

Staff Recommendation:

Agency staff recommends the Agency Board find it in the best interest of the Agency and the public to approve the use of an additional \$55,000 of CCDC's funds to cover the recently found environmental remediation costs associated with VRT's Main Street Station and direct staff to amend the T3 Reimbursement Agreement.

Suggested Motion:

I move to adopt Resolution 1410 authorizing the amendment of the T3 Reimbursement Agreement with the Gardner Plaza, LLC.

RESOLUTION NO. 1410

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 FIRST AMENDMENT TO THE TYPE 3 PARTICIPATION AGREEMENT FOR THE MAIN STREET STREETScape PROJECT AND ENVIRONMENTAL REMEDIATION OF THE GROVE PLAZA SUBSURFACE PARCEL BY AND BETWEEN THE URBAN RENEWAL AGENCY OF THE CITY OF BOISE AND KC GARDNER REDWOODS, L.C.; AUTHORIZING THE CHAIRMAN, VICE-CHAIRMAN, OR EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, following said public hearing, the City adopted its Ordinance No. 5026 on August 19, 1987, approving the Boise Central District Urban Renewal Plan and making certain findings;

WHEREAS, the City, after notice duly published, conducted a public hearing on the 1994 Amended and Restated Urban Renewal Plan for the Boise Central District

Project I, Idaho R-4, and Project II, Idaho R-5 (the “1994 Amended Urban Renewal Plan”);

WHEREAS, following said public hearing, the City adopted its Ordinance No. 5597 on December 6, 1994, approving the 1994 Amended Urban Renewal Plan and making certain findings;

WHEREAS, the City, after notice duly published, conducted a public hearing on the 2007 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the “2007 Amended Urban Renewal Plan”);

WHEREAS, following said public hearing, the City adopted its Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving the 2007 Amended Urban Renewal Plan and making certain findings on the 2007 Amended Urban Renewal Plan, for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5;

WHEREAS, Agency has undertaken a series of streetscape improvement projects in downtown Boise since 1987 as part of Agency’s implementation of the Boise Central District Urban Renewal Plan, the 1994 Amended Urban Renewal Plan and the 2007 Amended Urban Renewal Plan (collectively the “Central District Plans”);

WHEREAS, VALLEY REGIONAL TRANSIT, a political subdivision of the State of Idaho (“VRT”) selected KC Gardner Riverwoods, L.C., a Utah limited liability company authorized to do business in Idaho, or an affiliate of KC Gardner Company, L.C. (collectively “Gardner”), to develop, design and construct a multimodal transit center structure (“MMC”) on and under an assemblage of properties that VRT will ultimately acquire from Agency, Gardner, and the Ada County Highway District (“ACHD”), which properties are located generally at the southeast corner of 8th Street and Main Street in Boise, Idaho. The MMC will be contained within condominium units that are part of a larger mixed-use development that Gardner is undertaking. The MMC will be wholly owned and operated by VRT;

WHEREAS, Agency agreed to provide VRT with financial support for the MMC to satisfy local match requirements of the Federal Transit Authority (“FTA”), as set forth in that certain Contribution Agreement Between Valley Regional Transit and Capital City Development Corporation for Federal Transit Authority Grant Local Match Contribution and Conveyance of Subsurface Property For Multimodal Transit Center (“Contribution Agreement”);

WHEREAS, the MMC will be located within the urban renewal district (the “Central District”), created by the Central District Plan, which provides Agency with the powers, duties, and obligations to implement and further the program formulated by the Central District Plan through the redevelopment, rehabilitation, and revitalization of the area within the Central District. A portion of Agency’s property within the Central District (hereinafter referred to as the “Grove Plaza Subsurface Parcel”) has been contributed

by Agency to VRT for the MMC;

WHEREAS, Agency and KC Gardner Company, LLC entered into a Type 3 Participation Agreement as approved by Agency's Resolution No. 1347, approved by the Agency Board on April 21, 2014;

WHEREAS, the Agency subsequently executed an Amended and Restated Type 3 Agreement on April 12, 2015;

WHEREAS, as a result of the discovery of additional environmental remediation costs with the construction of the MMC, Agency has agreed to amend the Amended and Restated Type 3 Agreement to increase the reimbursable amount of environmental remediation costs from \$200,000 to \$255,000;

WHEREAS, Agency staff and legal counsel have drafted the *First Amendment to the Amended and Restated Type 3 Capital Improvement Reimbursement Agreement by and Between Capital City Development Corporation and Gardner Plaza, LLC, Main Street Streetscapes, Main Street Utility Relocation, Grove Plaza Tree Replacement, And Grove Plaza Subsurface Parcel Environmental Remediation*, attached hereto as Exhibit A (the "Amendment");

WHEREAS, Agency deems it appropriate to approve the Amendment; and

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

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: The Agency Board finds the City Center Plaza project, consisting of both private and public components, is a Type 3 transformative project as defined in Agency's Participation Program.

Section 3: That the Amendment, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, be and the same hereby is approved.

Section 4: That the Chairman, Vice-Chairman, or Executive Director of Agency are hereby authorized to sign and enter into the Amendment and to execute all necessary documents required to implement the actions contemplated by the Amendment, subject to representations by Agency staff and Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical and substantive changes to the Amendment or other documents are acceptable, upon advice from Agency's legal counsel that said changes are consistent

with the provisions of the Amendment and the comments and discussions received at the October 13, 2015, Agency Board meeting; Agency is further authorized to appropriate any and all funds contemplated by the Amendment and to perform any and all other duties required pursuant to said Agreement.

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

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

APPROVED:

By _____
Chairman

ATTEST:
By _____
Secretary

4818-7390-9801, v. 1

**FIRST AMENDMENT TO THE AMENDED AND RESTATED TYPE 3 CAPITAL
IMPROVEMENT REIMBURSEMENT AGREEMENT BY AND BETWEEN
CAPITAL CITY DEVELOPMENT CORPORATION AND GARDNER PLAZA, LLC
MAIN STREET STREETSCAPES, MAIN STREET UTILITY RELOCATION, GROVE
PLAZA TREE REPLACEMENT, AND GROVE PLAZA SUBSURFACE PARCEL
ENVIRONMENTAL REMEDIATION**

This FIRST AMENDMENT TO THE AMENDED AND RESTATED TYPE 3 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT BY AND BETWEEN CAPITAL CITY DEVELOPMENT CORPORATION AND GARDNER PLAZA, LLC MAIN STREET STREETSCAPES, MAIN STREET UTILITY RELOCATION, GROVE PLAZA TREE REPLACEMENT, AND GROVE PLAZA SUBSURFACE PARCEL ENVIRONMENTAL REMEDIATION (the "First Amendment") is made and entered into this ____ day of _____, 2015, by and between Gardner Plaza, LLC, an Idaho limited liability company ("Gardner") and the Urban Renewal Agency of the City of Boise, also known as and doing business as the Capital City Development Corporation, a public body, corporate and politic ("Agency"). Gardner and Agency are collectively referred to as the "Parties."

WHEREAS, Gardner and Agency have previously entered into that certain *Amended and Restated Type 3 Capital Improvement Reimbursement Agreement by and between Capital City Development Corporation and Gardner Plaza, LLC, Main Street Streetscapes, Main Street Utility Relocation, Grove Plaza Tree Replacement, And Grove Plaza Subsurface Parcel Environmental Remediation*, dated _____ (the "Agreement").

WHEREAS, Gardner and Agency wish to amend the terms of the Agreement as follows:

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Gardner and Agency agree as follows:

1. **Amendments to Body of Agreement.** The following amendments are made to the body of the Agreement:
 - a. **Amendment to Section 4.** Section 4 of the Agreement is deleted in its entirety and is hereby amended in its entirety by the following new Section 4:

4. Performance of the Remediation. CCDC acknowledges that the Grove Plaza was previously utilized in a manner which may have resulted in the presence of Hazardous Materials in or about the Grove Plaza Subsurface Parcel. If it is

determined or discovered during the course of excavation and construction of the MMC that there are Hazardous Materials in or about the Grove Plaza Subsurface Parcel, CCDC agrees to reimburse Developer, up to a maximum of Two Hundred Fifty Five Thousand and no/100 Dollars (\$255,000.00) for costs incurred to clean up any Hazardous Materials affecting the Grove Plaza Subsurface Parcel, including, without limitation, removal, treatment, containment or any other remedial action required by governmental authorities or as otherwise required to restore the Grove Plaza Subsurface Parcel to a safe condition in compliance with applicable laws and regulations. Nothing contained herein, however, shall obligate Developer to remediate any Hazardous Materials identified on property located outside of the Grove Plaza Subsurface Parcel, including any property within the Grove Plaza retained by CCDC that is adjacent to the Grove Plaza Subsurface Parcel.

To the extent not caused by the negligent acts or omissions of Developer and its agents, officers, directors and employees, CCDC shall defend, indemnify and hold harmless Developer and its agents, officers, directors and employees from and against all claims, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to the performance of the Remediation Work.

For purpose of this Agreement, "Hazardous Materials" shall mean any and all hazardous or toxic substances, materials or wastes as defined or listed under the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Solid Waste Disposal Act or any comparable federal or state Statutes or any regulation promulgated under any of such federal or state statutes relating to the protection of human health or the environment.

CCDC and Developer acknowledge the Schedule of Remediation Costs set forth in Exhibit E and E-1 is only an estimate and that, because the extent of the existence of Hazardous Materials on the Grove Plaza Subsurface Parcel is unknown, the final costs for the Remediation is likewise unknown.

In the event it becomes apparent that the cost of the Remediation will exceed \$255,000.00, Developer shall cease the work related to the Public Improvements and contact CCDC's Executive Director. The Parties shall coordinate with each other and VRT to assess the estimated costs of the remaining remediation work and such information shall be presented to the CCDC Board of Commissioners at a regularly scheduled or special meeting, at which time the CCDC Board shall, in its unfettered discretion, consider whether the MMC project is no longer economically feasible considering the remaining environmental remediation costs. If at that time CCDC determines the MMC project is no longer financially feasible considering the

environmental remediation costs, CCDC's obligation to reimburse Developer for the Public Improvements under this agreement shall terminate. Provided, however, that Developer shall be reimbursed for any work or components of the Public Improvements completed up to the date Developer ceased remediation work as set forth above.

b. Amendment to Section 6. Section 6 of the Agreement is deleted in its entirety and is hereby amended in its entirety by the following new Section 6:

6. Total Grant Amount.

- a. CCDC, subject to Sections 2, 3, 6(d), and 9, agrees to reimburse Developer up to Four Hundred Fifty Thousand and no/100 Dollars (\$450,000.00) for cost of the Streetscape Project and the Utility Relocation.
- b. CCDC, subject to Sections 4, 6(d), and 9, agrees to reimburse Developer up to Two Hundred Fifty Five Thousand and no/100 Dollars (\$255,000.00) for cost of the Remediation.
- c. CCDC, subject to Sections 5, 6(d), and 9, agrees to reimburse Developer up to One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for the cost of the Tree Replacement.
- d. Notwithstanding the above, in no event will the combined reimbursement for the Public Improvements exceed Eight Hundred and Twenty Five Thousand Dollars (\$825,000.00).

c. Amendment to Exhibit E. Exhibit E-1 to this First Amendment is hereby added to Exhibit E to the Agreement.

IN WITNESS WHEREOF, the effective date of this Agreement shall be the date when this Agreement has been signed by Agency.

AGENCY:

Urban Renewal Agency of Boise City
a/k/a Capital City Development Corporation

By: _____
Name: _____
Its: _____

GARDNER:

Gardner Plaza, LLC, an Idaho limited liability company, by its Manager

KC Gardner Company, L.C. a Utah limited liability company

By: _____
Name: _____
Its: Manager

Exhibit E-1

Schedule of Additional Remediation Costs

Asbestos Remediation Costs

Removal of Drainage Board & Misc. Debris from West/South Walls	Estimated \$ 40,000
Coating/concealment of remaining residue (product recommended by Subcontractor/Supplier)	Estimated \$ 15,000
	Total \$ 55,000
Total Not to Exceed Soil Remediation and Asbestos Remediation Reimbursement Amount	\$255,000



AGENDA BILL

Agenda Subject: Resolution No. 1408 Approval of a Type 1 Streetscape Grant Participation Agreement for reimbursement of public streetscape improvements for a residential townhome project located at 112 N. 17 th Street within the Westside Downtown URD.		Date: 10/13/2015
Staff Contact: Shellan Rodriguez	Attachments: 1) Resolution No. 1408 2) Site Map and Rendering 3) Type 1 Streetscape Grant Participation Agreement	
Action Requested: Adopt Resolution No. 1408 approving and authorizing the execution of the Type 1 Streetscape Grant Participation Agreement for the Idaho Street Townhomes.		

Background:

CCDC Board has approved the CCDC Participation Program which includes a Type 1 Streetscape Grant Program. The Type 1 program is intended to, “assist smaller projects on their own schedule, often triggered by a tenant improvement.” The grant will reimburse for up to \$150,000 of eligible expenses, hard costs of streetscapes.

The Idaho Street Townhomes are to be constructed between 16th and 17th south of Idaho Street on a currently vacant lot. The residential townhomes are slated to be complete by the end of 2016. The project was approved by the City of Boise’s Design Services in July 2015.

The developer and applicant is Boise based Hale Development, Inc. The developer currently controls the land and has begun grading and construction of streetscapes in order to meet his conditions of approval. The public improvements are all within the ROW adjacent to 17th Street, Idaho Street and 16th Street, wrapping the project on three sides. The eligible improvements include street trees, historic street lights, street furnishings (bike racks and benches), sidewalks and landscaping.

Project Summary:

- 15 townhome residences
 - o (14) 2-bedroom units, (1) 3-bedroom unit
 - o Outdoor private space for each residence
 - o Flexible living space to allow for live/ work uses

- Design reflects the surrounding uses and community (transition between residential and commercial, modern, warehouse style)
- 46 alley loaded off-street parking spaces
- \$3.6 million building permit value

Fiscal Notes:

Type 1 Streetscapes Grant Participation Agreement- \$114,000

The request meets the requirements of the Type 1 Participation Policy.

Preliminary estimates indicate the project will generate approximately \$42,000 annually in increment after completion, estimate to be FY 2018, a total of about \$375,000 over the life of the district.

Staff Recommendation:

Approve and authorize staff to execute the Type 1 Streetscape Grant Participation Agreement for the Idaho Street Townhomes.

Suggested Motion:

I move to adopt Resolution # 1408 authorizing the execution of the Type1 Streetscape Grant Participation Agreement for the Idaho Street Townhomes.

RESOLUTION NO. 1408

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 1 PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND HALE DEVELOPMENT, INC.; AUTHORIZING THE CHAIRMAN, VICE-CHAIRMAN, OR EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Boise City, Idaho ("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, Hale Development, Inc. ("Hale"), owns or controls certain real property (the "Site") located in the Westside Urban Renewal District ("Westside District"), as created by the Westside Plan;

WHEREAS, Hale intends on constructing a townhome residential development project on the Site (the "Project");

WHEREAS, the Agency has in place a Participation Program which includes T-1 Assistance Program under which the Agency reimburses developers for construction of public improvements;

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type-1 Participation Program Agreement (“Agreement”) with Hale whereby Hale will construct the Project and the Agency will reimburse Hale for constructing public improvements as specified in the Agreement;

WHEREAS, attached hereto as Attachment 1, and incorporated herein as if set forth in full, is the Type 1 Participation Agreement with Hale, and exhibits thereto;

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

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

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

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

Section 2: That the Agreement, which is attached hereto as Attachment 1 and incorporated herein by reference, is hereby approved.

Section 3: That the Chairman, Vice-Chairman, or Executive Director of the Agency are hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, 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 provisions of the Agreement and the comments and discussions received at the October 13, 2015, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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 October 13, 2015.
Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the
Board of Commissioners, on October 13, 2015.

APPROVED:

By _____
Chairman

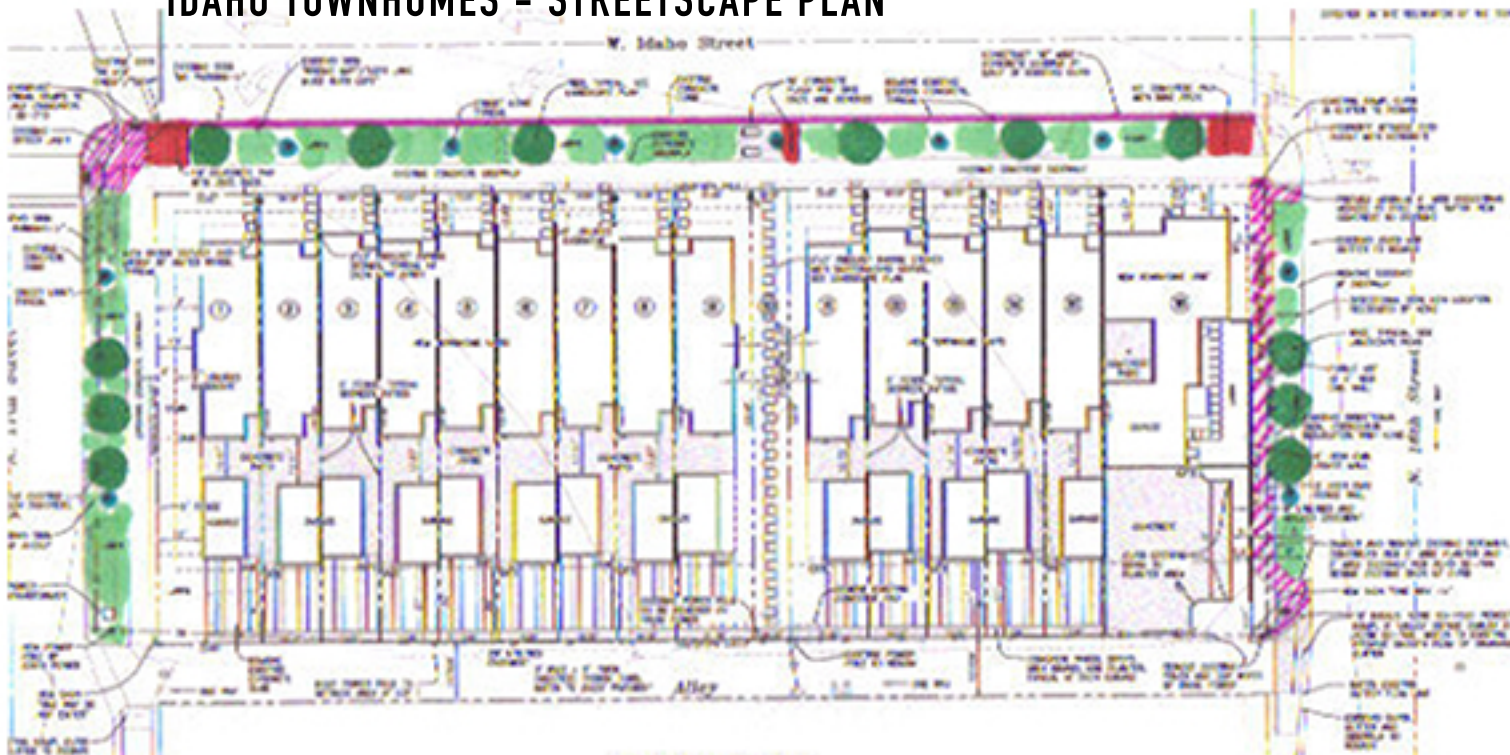
ATTEST:
By _____
Secretary

4843-6316-6761, v. 1

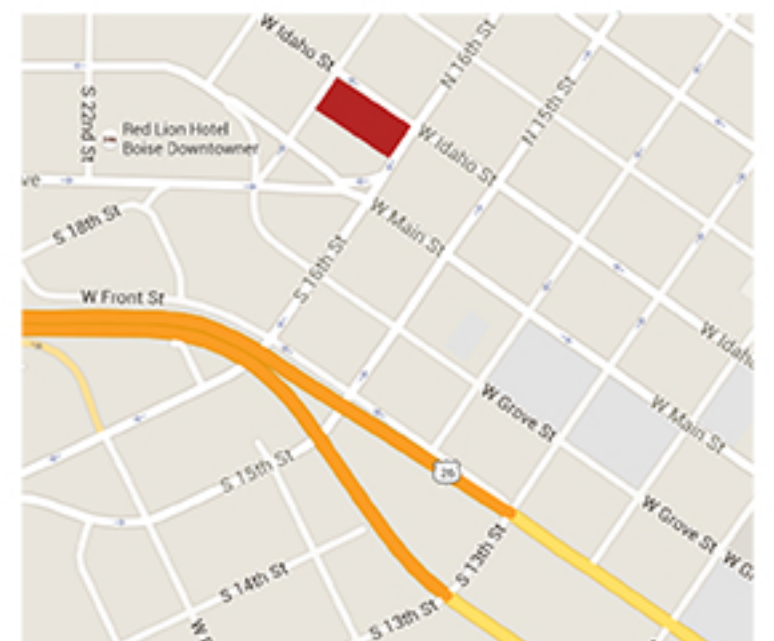
IDAHO TOWNHOMES - RENDERING



IDAHO TOWNHOMES - STREETScape PLAN



SITE LOCATION - IDAHO ST & 16TH/17TH





TYPE 1 STREETScape GRANT PARTICIPATION AGREEMENT

THIS TYPE 1 STREETScape GRANT PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of the City of Boise, also known as CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Boise City, Idaho (“CCDC”) and HALE DEVELOPMENT, INC. (“Participant”). CCDC and Participant may be collectively referred to as the “Parties” and individually referred to as a “Party.”

RECITALS

A. Participant owns or controls certain real property located at 112 N. 17th Street, Boise, Idaho (the “Project Site”) which is more accurately depicted on attached **Exhibit A**. The Project Site is undergoing redevelopment including construction of 15 residential townhomes (the “Participant’s Project”).

B. As part of the Participant’s Project, Participant intends to construct certain street and streetscape improvements in the public right-of way adjacent to the Project Site (the “Streetscape Project”). The Streetscape Project is more accurately depicted on attached **Exhibit B**.

C. The CCDC Board of Commissioners and the Boise City Council have adopted the Downtown Boise Streetscape Standards – 2007 (“Streetscape Standards”) and the Downtown Boise Elements of Continuity – 2007 (“Furnishings Standards”) to govern how sidewalk improvements are designed and installed in the Boise Central, River Myrtle-Old Boise, and Westside Downtown urban renewal districts.

D. The Participant’s Project and the Streetscape Project are located in the Westside Downtown Urban Renewal District (“Westside District”). The CCDC Board of Commissioners and Boise City Council have adopted the Westside Urban Renewal Project (the “Plan”) which includes streetscape standards for the Westside District.

E. The Streetscape Project includes improvements to the public right-of-way that are consistent with the Streetscape and Furnishing Standards in the Plan. Participant’s Streetscape Project will contribute to enhancing and revitalizing the Westside District.

F. CCDC deems it appropriate to assist the development of the Streetscape Project to achieve the objectives set forth in the Plan and in accordance with CCDC’s Participation Program.

AGREEMENTS

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

1. **Effective Date.** The effective date (“Effective Date”) of this Agreement shall be the date when this Agreement has been signed by the Participant and CCDC (last date signed) and shall continue until: 1.) the completion of all obligations of each Party; or 2.) twelve (12) months from the Effective Date, whichever comes first. At CCDC’s sole discretion an extension may be granted for a period not to exceed one (1) year.

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

- a. The Streetscape Project shall be constructed in accordance with the overall City of Boise (“City”) infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape and Furnishing Standards adopted as part of the Plan.
- b. The Parties agree that the Streetscape Project is depicted on **Exhibit B**, with cost estimates for eligible items described in the Schedule of Eligible Streetscape and Infrastructure Costs in **Exhibit C** (“Estimated Eligible Costs”). Any other public improvements that are constructed by the Participant as part of the Participant’s Project are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC’s reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.

3. **Initial Construction Funding.** Participant shall pay for all of the costs of construction for the Streetscape Project. CCDC acknowledges that the Schedule of Eligible Streetscape and Infrastructure Costs attached as **Exhibit C** is an estimate by Contractor and that actual costs for the Streetscape Project, as well as each line item of cost, may be more or less than is shown on **Exhibit C**.

4. **Notification of Completion; Inspection.** Upon completion of construction, Participant shall notify CCDC in writing to request a final construction inspection and/or a meeting with CCDC to determine if the Streetscape Project meets the requirements of this Agreement. CCDC shall provide Participant with written confirmation that the Streetscape Project has or has not been completed in compliance with this Agreement.

5. **Determining Actual Payment after Completion of Construction.** Participant shall provide appropriate documentation (“Cost Documentation”) to CCDC that Participant has expended funds for eligible costs in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant’s notification to CCDC that construction of the Streetscape Project is complete and shall include:

- a. Schedule of values that includes line items for each of the Streetscape Project improvements approved by CCDC for reimbursement so they are identifiable and separate from other line items (“Schedule of Values”).

- b. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials, and a percentage estimate of how much installed material was used for the Streetscape Project in comparison to the amount used for the remainder of Participant's Project ("Invoices").
- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation as requested by CCDC.
- d. Additional documentation or clarifications as may be required and requested by CCDC.

CCDC shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs, and the total costs for eligible costs are commercially reasonable and consistent with the cost estimates provided by Participant to CCDC prior to construction. In the event Participant fails to timely deliver the Cost Documentation, CCDC may, in its discretion, elect to terminate its payment obligations under this Agreement by providing Participant with written notice of such default. Participant shall have thirty (30) days from such written notice to cure the default. In the event Participant fails to cure such a default, CCDC's payment obligations under this Agreement may be terminated in CCDC's sole discretion.

Within fifteen (15) calendar days of CCDC's receipt of the Cost Documentation, CCDC will notify Participant in writing of CCDC's acceptance or rejection of the Cost Documentation and CCDC's determination of the Actual Eligible Costs to be reimbursed. CCDC shall, in its discretion, determine the Actual Eligible Costs following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in **Exhibit C**. **In no event shall the total for the Actual Eligible Costs exceed the amount allowed by Section 6.**

If Participant disagrees with CCDC's calculation of the Actual Eligible Costs, Participant must respond to CCDC in writing within three (3) business days explaining why Participant believes CCDC's calculation was in error and providing any evidence to support any such contentions Participant wants CCDC to consider. CCDC shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final. **CCDC's determination of the Actual Eligible Costs is within its sole discretion.**

6. CCDC's Reimbursement Payment Amount. In accordance with its Participation Program, CCDC agrees to reimburse Participant as follows:

- a. 100% of Actual Eligible Costs not to exceed \$150,000. Actual Eligible Costs do not include soft costs (e.g. architectural and engineering design, permits, traffic control, mobilization, and overhead).

7. Conditions Precedent to CCDC's Payment Obligation. CCDC agrees to reimburse Participant in the amount as determined in compliance with Sections 2.c., 5 and 6 no later than forty five (45) days after completion of all of the following:

- a. CCDC provides written confirmation to the Participant that the Streetscape Project has been constructed in compliance with this Agreement.
- b. CCDC receives Cost Documentation as described in Section 5 in a format acceptable to CCDC.

Participant's failure to comply with all Agreement provisions shall be a basis for termination of CCDC's reimbursement obligation.

8. Subordination of Reimbursement Obligations. The Parties agree this Agreement does not provide Participant with a security interest in any CCDC revenues for the Westside Downtown Plan Area or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code) or any revenue from CCDC's parking garages. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations that have committed or in the future commit available CCDC revenues, including but not limited to revenue from any Revenue Allocation Area or any revenue from CCDC's parking garages, and may be subject to consent and approval by CCDC lenders.

9. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days [ten (10) days in the event of failure to pay money] from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said 45-day period [ten (10) days in the event of failure to pay money], has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed and recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.
- e. In the event Participant defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment shall be deemed

extinguished. In addition, if CCDC funds shall have been paid, Participant shall reimburse CCDC for any such funds Participant received.

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

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

12. Successors and Assignment. This Agreement is not assignable except that the Participant may assign Participant's rights or obligations under this Agreement to a third party only with the written approval of CCDC, at CCDC's sole discretion which cannot be unreasonably denied.

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

If to Participant: David Hale, President
Hale Development, Inc.
116 S. 23rd Street
Boise, Idaho 83702
208-385-0111
david@haledevelopment.com

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

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

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

Exhibit A	Project Site Map
Exhibit B	Streetscape Project Plan
Exhibit C	Schedule of Eligible Streetscape and Infrastructure Costs

16. Indemnification. Participant shall indemnify and hold CCDC and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages,

penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this section as “Claim”), which may be imposed upon or incurred by or asserted against CCDC or its respective officers, agents, and employees relating to the construction or design of the Streetscape Project or otherwise arising out of Participant’s actions or inactions. In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from CCDC and at Participant’s expense, shall resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees.

17. Antidiscrimination During Construction. Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, marital status, age, or physical disability.

18. Maintenance. Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Streetscape Project or any improvements constructed by Participant and that no agreement has been reached with CCDC or City to accept any maintenance obligations for such improvements.

19. Promotion of Project. Participant agrees CCDC may promote the Streetscape Project and CCDC’s involvement with the Streetscape Project. Such promotion includes reasonable signage at the Site notifying the public of CCDC’s involvement with the Streetscape Project.

End of Agreement
[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement with an Effective Date as of the last date written below.

CCDC:

CCDC: the urban renewal agency of the City of Boise, a public body, corporate and politic

John Brunelle, Executive Director

Date _____

PARTICIPANT:

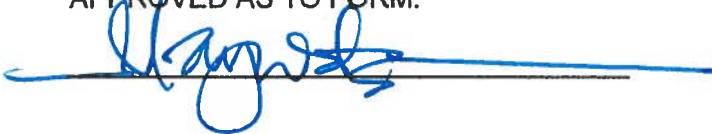
Hale Development, Inc.



David Hale, President

Date 10/7/15

APPROVED AS TO FORM:



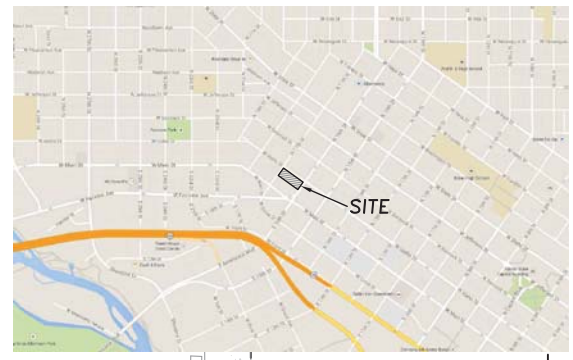
Exhibits

- A: Project Site Map
- B: Streetscape Project Plan
- C: Schedule of Eligible Streetscape and Infrastructure Costs

PARCEL INFORMATION

112 N. 17th STREET
LOTS 7 TO 12, BLOCK 7 McCARTY'S 2nd ADDITION
PARCEL NO. R5538940806
SECTION 03, TOWNSHIP 3N, RANGE 2E
ZONING DESIGNATION: C-2DD to R-1M
TOTAL 0.84 ACRES

VICINITY MAP



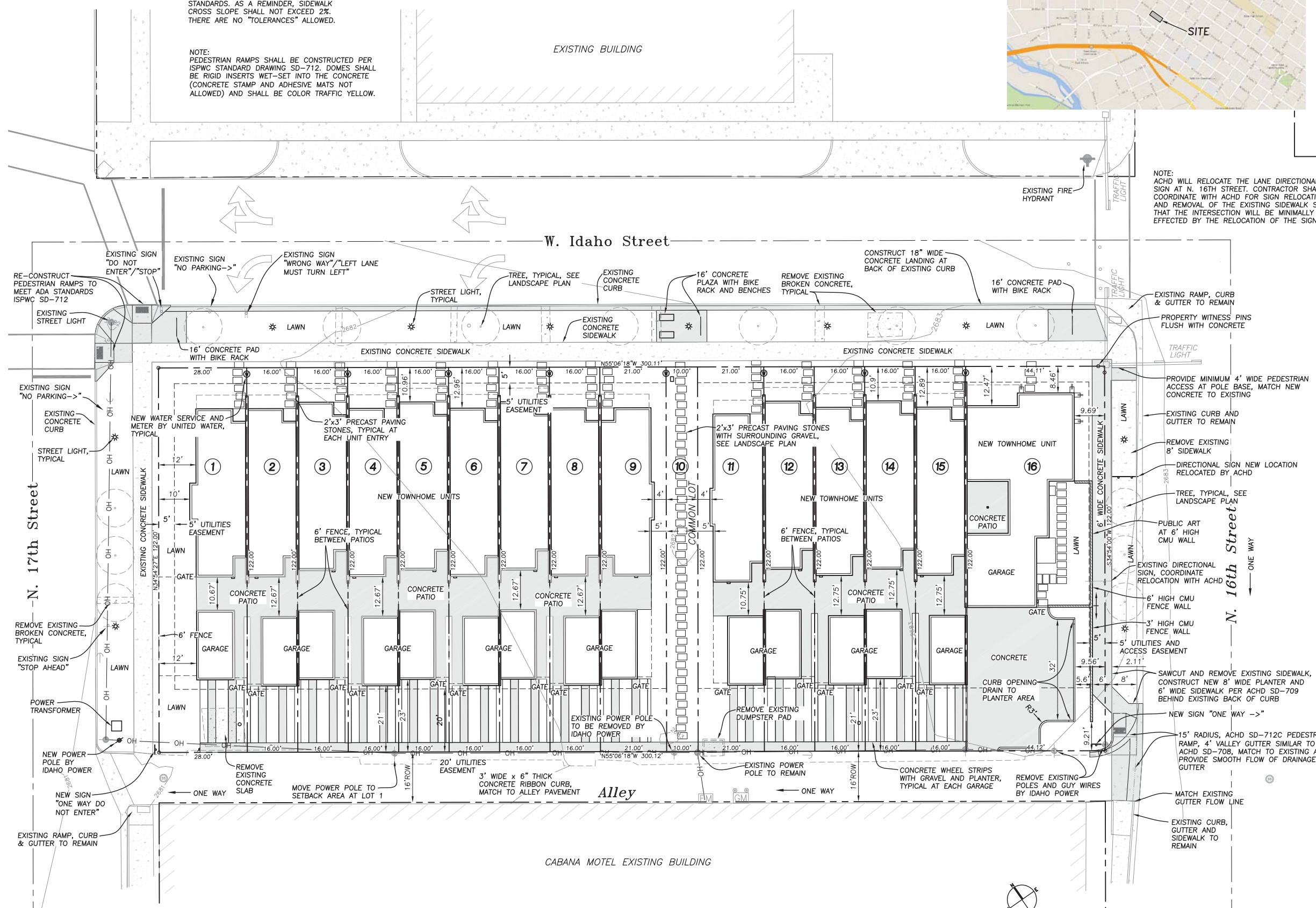
NOTES

- EXISTING SITE IMPROVEMENTS AND UNDERGROUND UTILITIES ARE FROM TOPOGRAPHIC SURVEY PROVIDED BY ACCURATE LAND SURVEYING & MAPPING. EXISTING SITE IMPROVEMENT LOCATIONS SHOULD BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
- LOCATION OF EXISTING UTILITIES AND SITE FEATURES ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED PRIOR TO CONSTRUCTION. UNDERGROUND UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO EXCAVATION. CALL DIGLINE 811.
- NEW POWER AND UTILITIES LAYOUT IS APPROXIMATE ONLY. FINAL LOCATIONS OF NEW POWER, TELEPHONE AND CATV UTILITIES MAY VARY DEPENDING UPON UTILITIES COMPANY ROUTING.
- SITE WORK AND UTILITY CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF BOISE CITY, THE CURRENT EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPCW), INTERNATIONAL RESIDENTIAL CODE (IRC), INTERNATIONAL PLUMBING CODE (IPC), OSHA AND ALL OTHER APPLICABLE LOCAL, STATE AND NATIONAL REQUIREMENTS.
- SEE PROJECT GEOTECHNICAL REPORT. SITE EARTHWORK, CONCRETE SLAB ON GRADE, ASPHALT PAVEMENT AND BUILDING FOUNDATION PREPARATION SHALL FOLLOW THE RECOMMENDATIONS OF THE REPORT AND THE CURRENT EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPCW).
- ALL CONSTRUCTION IN THE PUBLIC RIGHT OF WAY SHALL CONFORM TO THE CURRENT EDITION OF THE ISPCW AND THE ACHD SUPPLEMENTAL SPECIFICATIONS. NO EXCEPTIONS TO DISTRICT POLICY, STANDARDS AND THE ISPCW WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE DISTRICT.
- ACHD REQUIRED NOTE "THE ENGINEER OF RECORD CERTIFIES THAT THE PLANS ARE PREPARED IN SUBSTANTIAL CONFORMANCE WITH THE ACHD POLICY AND STANDARDS IN EFFECT AT THE TIME OF PREPARATION. THE ENGINEER ACKNOWLEDGES THAT ACHD ASSUMES NO LIABILITY FOR ERRORS OR DEFICIENCIES IN THE DESIGN. ALL VARIANCES FROM ACHD POLICY SHALL BE APPROVED IN WRITING. THE FOLLOWING VARIANCES, LISTED BY DATE AND SHORT DESCRIPTION, WERE APPROVED FOR THE PROJECT: JULY 27, 2015 SECTION 7205.2a SIDEWALK AT 16th STREET PARTIALLY WITHIN EASEMENT."
- SITE GRADING SHALL BE CONSTRUCTED WITH SLOPE TO ALLOW DRAINAGE AWAY FROM THE BUILDING. LOCAL LOW SPOTS AND PONDING ARE NOT ACCEPTABLE.
- DISTURBED EARTH CUT AND FILL AREAS SHALL BE LANDSCAPED OR REVEGETATED TO PREVENT EROSION.
- CONTRACTOR SHALL HAVE ONLY CURRENT APPROVED SET OF PLANS AT THE WORKSITE DURING CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN RECORD DRAWING INFORMATION OF ANY SITE IMPROVEMENTS AND UTILITY LOCATIONS THAT DIFFER FROM THE PLAN.
- CONTRACTOR SHALL PROTECT ADJACENT PROPERTIES AND PUBLIC RIGHT OF WAY FROM DAMAGE DURING CONSTRUCTION.
- SITE CONSTRUCTION SHALL FOLLOW EROSION AND SEDIMENT CONTROL REQUIREMENTS OF BOISE CITY AND ACHD.

NOTE:
ACHD INSPECTION STAFF WILL BE MORE CLOSELY MONITORING PEDESTRIAN FACILITIES FOR COMPLIANCE WITH ADA STANDARDS. AS A REMINDER, SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2%. THERE ARE NO "TOLERANCES" ALLOWED.

NOTE:
PEDESTRIAN RAMPS SHALL BE CONSTRUCTED PER ISPCW STANDARD DRAWING SD-712. DOMES SHALL BE RIGID INSERTS WET-SET INTO THE CONCRETE (CONCRETE STAMP AND ADHESIVE MATS NOT ALLOWED) AND SHALL BE COLOR TRAFFIC YELLOW.

NOTE:
ACHD WILL RELOCATE THE LANE DIRECTIONAL SIGN AT N. 16TH STREET. CONTRACTOR SHALL COORDINATE WITH ACHD FOR SIGN RELOCATION AND REMOVAL OF THE EXISTING SIDEWALK SUCH THAT THE INTERSECTION WILL BE MINIMALLY EFFECTED BY THE RELOCATION OF THE SIGN.



LEGEND

- EXISTING CONDITION (SCREENED)
- PROPERTY LINE
- EASEMENT
- BUILDING SETBACK LINE (BSBL)
- 2720- EXISTING GRADE CONTOUR
- SS SEWER
- W WATER
- SD STORM DRAIN
- UGP UNDERGROUND POWER
- OH OVERHEAD ELECTRICAL
- G GAS
- T TELEPHONE
- DRAINAGE SWALE
- W WATER METER
- SEWER CLEANOUT (COTG)
- ELECTRICAL SERVICE

CALL 2 WORKING DAYS BEFORE YOU DIG! DIGLINE 342-1585 811

PROFESSIONAL ENGINEER REGISTERED 8036 STATE OF IDAHO CARL A. GEIGER

Digitally signed by Carl Geiger, PE Date: 2015.08.05 11:46:29 -06'00'

Focus Engineering
Civil/Geotechnical/Environmental/Structural
5100 S. Capitol Blvd., Suite 100
Boise, Idaho 83725
(208) 395-1979
focuses@gmail.com

PROJECT NO: 15376
DATE: 08-05-15
DESIGN BY: CAG
REVISION:

Idaho Street Townhomes
Boise, Idaho

SITE PLAN

C1.0

SITE PLAN

SCALE: 1"=15'



1 inch = 15 ft.

EXHIBIT C

PROJECT: Idaho Street Townhomes
ADDRESS: 112 N. 17th Street Boise, ID 83702
DEVELOPER: Hale Development, Inc. david@haledevelopment.com
 116 S. 23rd Street 208.385.0111 o
 Boise, ID 83702 208.863.4002 c

DESCRIPTION: 15 buildable lots with one common lot
 (1) 6 unit building and (1) 9 unit building

CONTRACTOR: Hale Development, Inc.
SCOPE OF WORK: CCDC/Downtown Boise Streetscape Type 4 Neighborhood

- 18" curbside walk along Idaho Street: approximately 300'
- (10) Historic Streetlights: (2) on 16th Street, (2) on 17th Street, (6) on Idaho Street
- (13) Street trees: (3) on 16th, (3) on 17th, (7) on Idaho Street
- Irrigation and grass in landscape strip along 16th, 17th and Idaho Streets
- (3) single bend bike racks on Idaho Street
- (2) 6' park benches on Idaho Street

	COST	ACTUAL
BUDGET: Demolition of existing 16th Street attached sidewalk, 16th Street alley approach, 17th and Idaho pedestrian ramp, asphalt saw cutting, overburden, haul off, dump fees	8,700.00	
Site prep for approximately 122' of new 6' sidewalk along 16th Street, 17th and Idaho pedestrian ramp, 16th Street alley approach, trenching for approximately 525' of electrical conduit	13,500.00	
Concrete labor and materials for new sidewalk on 16th Street, 18" curbside walk along Idaho Street, 17th and Idaho pedestrian ramp, 16th Street alley approach (curb and gutter), truncated domes, footings for Streetlights, (3) 8'x16' concrete pads for situational furnishings	13,800.00	
Asphalt patching and repair	5,900.00	
Electrical labor and materials for (10) historic Streetlights including conduit, j boxes, meyers cabinet,	48,700.00	
Landscaping labor and materials for approximately 4,952 square feet of area including (13) Street trees, irrigation, sprinklers, sod, tie in to water meter, sand, drain rock, fill, compaction	12,100.00	
Situational Furnishings labor and materials for (3) surface mount single bend bike racks and (2) 6' park benches including installation and hardware	2,950.00	
SUB TOTAL	105,650.00	
Contractor Fee (5%)	5,282.50	
Contingency (3%)	3,169.50	
TOTAL	114,102.00	



AGENDA BILL

Agenda Subject: Resolution No. 1407 Approval of a Type 2 General Assistance Participation Agreement for reimbursement of ROW improvements and adjacent public easement improvements including streetscape, extension of alleyway, landscaping, and utilities within the ROW for the proposed Marriot Residence Inn, located on Capitol between Myrtle and Broad in the River Myrtle URD.		Date: 10/13/2015
Staff Contact: Shellan Rodriguez	Attachments: <ol style="list-style-type: none"> 1) Resolution No. 1407 2) Site Location map showing ROW & Easement Area 3) Type 2 General Assistance Participation Agreement 	
Action Requested: Adopt Resolution No. 1407 approving and authorizing the execution of the Type 2 General Assistance Participation Agreement.		

Background:

Pennbridge Bodo, LLC based in Eagle, Idaho, has proposed a 186 room extended stay hotel on the site previously occupied by Dunkley’s Music as well as a surface parking lot. The site is approximately 0.85 acres and includes frontage on Broad, Capitol and Myrtle Street. It is within the River Myrtle URD. The development was approved at Design Review on June 10, 2015. The developer has full site control and has completed demolition and plans to begin foundation construction later this month. Construction should be complete by April 2017.

CCDC staff requested the designation of this project as a Type 2 project in August 2015 at the CCDC Board meeting. The Board approved the designation but requested an additional meeting with the applicant/design team to better understand the project design from a street level. An additional meeting with board members, CCDC Staff and City of Boise was held on Friday, September 18, 2015. The Project Architect described the design process and evolution in cooperation with COB Chief Design Review Analyst, Sarah Schaefer, and COB Project Manager, Angela Brosious.

A complete Type 2 application was submitted and the project’s score greatly exceeds the Tier 1 threshold, which allows for up to 0.8 of increment income generated by the project to be utilized for eligible costs and paid as received by CCDC in the first four years post project completion. The Scorecard is Exhibit E to the Participation Agreement.

Project Summary:

- Approximately \$31,000,000 building permit value
- 186 hotel rooms
- 10 stories
- Ground floor lobby, 2 floor parking garage, conference areas, pool, fitness area, outdoor patio and bar on 3rd floor.

Developer is requesting an amount not to exceed \$989,000 for hard construction costs of public ROW and public easement improvements on Capitol Boulevard and Myrtle Street. This includes \$112,000 for metal artwork that was discussed at the previous CCDC Board meeting and presented to the design oriented group. This art was suggested by the development team as a way to enliven the pedestrian experience at street level. The additional public improvements include soil remediation, additional ROW in the alley as required, streetscapes, street furnishings, shade canopies over the ROW, relocation and modification of utilities (power, cable) and Silva Cell installation as required. The complete list of public improvements and their costs are within Exhibit C of the attached Type 2 General Assistance Participation Agreement.

The developer has planned to utilize geothermal for domestic hot water throughout the building but the costs associated do not qualify as public improvements.

The developer has not requested reimbursement for any improvements associated with Broad Street. CCDC will be constructing Broad Street in conjunction with the Marriot's schedule. In the event CCDC's Broad Street schedule is delayed substantially the developer will likely request the improvements to be incorporated as a Type 4 Public Private Coordination Project with Pennbridge. This would enable the developer to construct the improvements as designed by CCDC and to get reimbursed upon completion of approved improvements.

Staff is requesting a clarification from the Board to confirm the Board approves the reimbursement of the ROW improvements that are in the drive aisle along Capitol Blvd.

Fiscal Notes:

The Type 2 request is for up to \$989,000 in public improvements and utility relocation. The request meets the requirements set forth in the Participation Policy.

The request currently includes the following estimates:

- Streetscapes
 - Silva Cells, pavers, furnishings: \$386,000
- Canopies: \$133,000
- Alley ROW: \$67,000
- Utilities: \$206,000
 - Power line relocation, Cable line relocation, Water and Sewer line relocation
- On-site Remediation: \$75,000
- Metal Artwork screening parking \$112,000

• Plaza improvements:	<u>\$10,000</u>
TOTAL REQUEST	\$989,000

**These numbers may be revised in the final document*

Eligible costs will be reimbursed as per a Type 2 General Assistance Participation Agreement and will be paid back over time, the first 4 years after the project is completed and targeted for fiscal years 2019-2022.

Preliminary estimates indicate the project will generate approximately \$370,000 annually in increment after completion, estimate to be FY 2019, a total of about \$2,600,000 million over the life of the district.

Staff Recommendation/ Request:

Approve and authorize staff to execute the Type 2 General Assistance Participation Agreement for the Marriot Residence Inn with clarifications as to whether the metal art screening is an eligible cost and determine the Board’s desire to require additional metal screening at the pedestrian level on Capitol Boulevard and Myrtle Street.

Confirm the improvements within the drive aisle on Capitol are eligible costs for reimbursement.

Suggested Motion:

I move to adopt Resolution No. 1407 authorizing the execution of the Type 2 General Assistance Participation Agreement with the clarifications as discussed *(please clarify)*.

RESOLUTION NO. 1407

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 2 PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND PENNBRIDGE BODO, LLC; AUTHORIZING THE CHAIRMAN, VICE-CHAIRMAN, OR EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, Pennbridge Bodo, LLC ("Pennbridge"), owns or controls certain real property (the "Site") located in the River Myrtle-Old Boise Urban Renewal District ("River Myrtle District"), as created by the River Myrtle-Old Boise Plan;

WHEREAS, Pennbridge intends on constructing a hotel on the Site (the “Project”);

WHEREAS, the Agency has in place a Participation Program which includes T-2 Assistance Program under which the Agency reimburses developers for construction of public improvements;

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type-2 Participation Program Agreement (“Agreement”) with Pennbridge whereby Pennbridge will construct the Project and the Agency will reimburse Pennbridge for constructing public improvements as specified in the Agreement;

WHEREAS, attached hereto as Attachment 1, and incorporated herein as if set forth in full, is the Type 2 Participation Agreement with Pennbridge, and exhibits thereto;

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

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

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

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

Section 2: That the Agreement, which is attached hereto as Attachment 1 and incorporated herein by reference, is hereby approved.

Section 3: That the Chairman, Vice-Chairman, or Executive Director of the Agency are hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, 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 provisions of the Agreement and the comments and discussions received at the October 13, 2015, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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 October 13, 2015.
Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the
Board of Commissioners, on October 13, 2015.

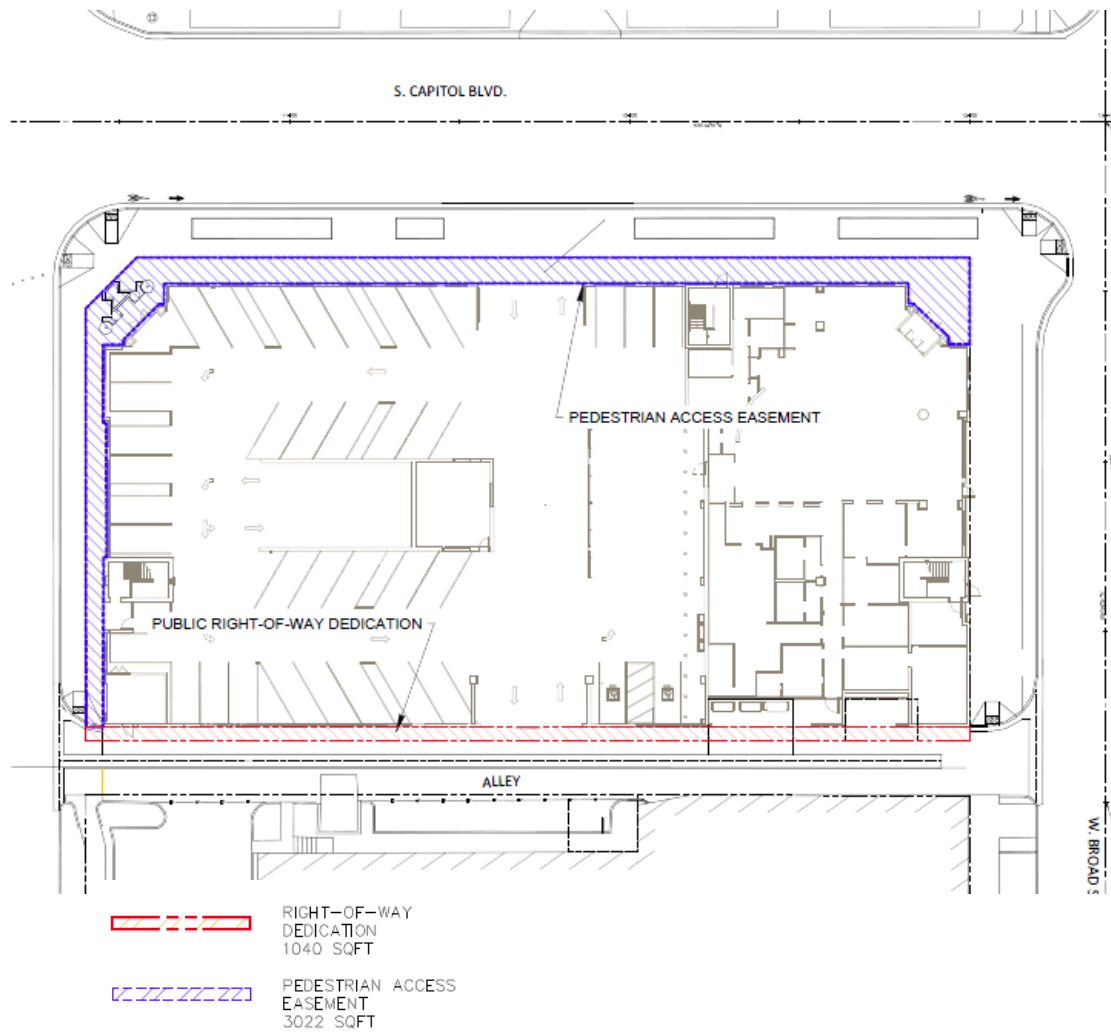
APPROVED:

By _____
Chairman

ATTEST:
By _____
Secretary

4845-9621-2777, v. 1

Easement area and additional ROW to be dedicated shown below.
Standard streetscape improvements will be completed in existing ROW.



TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

THE CAPITAL CITY DEVELOPMENT CORPORATION

AND

PENNBRIDGE BODO, LLC

MARRIOTT RESIDENCE INN HOTEL PROJECT

TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

THIS TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between the CAPITAL CITY DEVELOPMENT CORPORATION (“Agency”) and PENNBRIDGE BODO, LLC, an Idaho limited liability company qualified to do business in Idaho, and/or assigns (“Participant”), collectively referred to as the “Parties” and each individually as “Party.”

RECITALS

Agency is an urban renewal agency created by and existing pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Project Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the “Act”).

Participant owns or controls certain real property located in downtown Boise, Idaho, which is more accurately described on attached **Exhibit A** (the “Site”).

Participant plans to develop and construct on the Site a hotel (“Hotel”) consisting of approximately 186 hotel rooms, conference room, pool, fitness center, patio, bar, and a one hundred and three (103) space parking garage (the “Garage”) (collectively, the “Project”). The Project is envisioned as a ten (10) story building containing approximately two hundred five thousand (205,000) square feet of floor area. Preliminary concept plans for the Project are attached as **Exhibit B** (“Concept Plans”). Agency understands the Concept Plans are conceptual only and are subject to final planning and design. The Project also includes certain Public Improvements, described and depicted on attached **Exhibit C** and **Exhibit D**.

The Project is located in the River Myrtle-Old Boise Urban Renewal District (“River Myrtle District”), as defined by the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project (the “Plan”). The Project will contribute to enhancing and revitalizing the River Myrtle District and will generate revenue allocation proceeds to Agency.

Agency has been asked to assist with the Project consistent with Agency’s Participation Program (the “Participation Program”) adopted by Agency on March 11, 2013, as subsequently amended. Under the provisions of the Plan and the Participation Program, Agency may participate in the funding of certain improvements.

Agency and Participant have negotiated the terms and conditions of Agency’s participation in the Project.

As a result of the proposed participation by Agency, the Project will be enhanced and economically viable.

As a result of Participant's commitment to proceed with the construction of the Project and to comply with the terms of the Plan, and Agency's commitment to reimburse Participant in compliance with the Plan and the Participation Program, the Parties desire to enter into this Agreement to formally define their respective obligations.

In order to maximize the benefit to Agency and the public and as a contribution by Agency in light of the overall public benefit being provided by the Project, Agency, as set forth in this Agreement, agrees to reimburse Participant for the construction of certain streetscape improvements to the block faces in the public right of way adjacent to the Site and construction of certain other right of way and public and utility service improvements described and depicted on **Exhibit C** and **Exhibit D** attached hereto (collectively referred to hereafter as the "Public Improvements").

By entering into this Agreement and complying with its terms, Agency finds that, as to the Site, Participant will comply with the provisions and requirements of the Plan, subject to satisfaction of all the conditions and requirements set forth herein, and that the Project will provide the public benefits set forth herein.

AGREEMENTS

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

I. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed) and shall continue until all obligations of each Party are complete. Provided, if Participant has not completed construction of the Project and the Public Improvements by December 1, 2017, Agency may, in its sole discretion, deem Participant to be in default and, subject to Section V below, terminate this Agreement without penalty. An additional one hundred eighty (180) day extension may be granted upon mutual written agreement.

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement, and Interest

The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them and forming a portion of the consideration for the agreements contained herein. Agency's commitment herein is designed to comply with Agency's authority under the Act and the Plan and is intended to constitute an expenditure of Agency funds for a public purpose and not be deemed a gift or donation of public funds.

The purpose of this Agreement is to effectuate the Plan by providing for Public Improvements which will be funded through the Agency Reimbursement as such terms are defined below. Implementation of this Agreement will further the goals and objectives of the Plan.

The completion of the Public Improvements as part of the Project and the fulfillment generally of this Agreement are in the vital and best interests of City and the health, safety, and welfare of its residents and are in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

B. The Plan

This Agreement is subject to the provisions of the Plan, as duly amended.

C. The River Myrtle District

The River Myrtle District is located in Boise, Idaho, the exact boundaries of which are specifically described in the Plan.

D. The Site

The Site is that portion of the Project Area more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by reference.

E. The City

The term "City" as used herein shall be the City of Boise, an Idaho municipal corporation.

F. Parties to This Agreement

1. Agency

Agency is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Act. The office of Agency is located at 121 N. 9th Street, Suite 501, Boise, Idaho 83702. "Agency," as used herein, includes the Capital City Development Corporation and its successors and assigns.

2. Participant

Participant is Pennbridge Bodo, LLC, an Idaho limited liability company. The principal address of Participant is 1119 E. State Street, Eagle, Idaho 83616. "Participant," as used herein, includes any permitted nominee, assignee, or successor in interest as herein provided. Participant qualifies

as an “owner participant” or “participant” as those terms are used in the Plan.

G. The Project

The term “Project” as used herein shall mean the project constructed by Participant upon the Site.

The current total assessed value of the Site, as determined by the Ada County Assessor’s Office, is \$ [REDACTED] for tax year 2015.

For purposes of this Agreement, Participant estimates the total assessed value of the Project upon completion will be at least \$ [REDACTED] (the “Estimated Value”).

The Project and any construction of additional structures upon any portion of the Site shall comply with all the provisions of the Plan and all applicable building and zoning ordinances.

H. Participation Program

Agency has determined that the Project is a Tier 1 Project, as defined by Agency’s Participation Program. If Participant materially changes the Project contemplated by the application submitted to Agency by Participation, dated [REDACTED] (the “Application”), and such changes result in a change to the Project’s Scorecard (as defined in the Participation Program and attached as **Exhibit E**), Agency reserves the right to re-evaluate the Project and determine which tier the Project meets, depending on the changes made by Participant to the Project, Agency may find the Project is no longer eligible for assistance under the Participation Program.

I. City Agreements and Approvals

“City Agreements and Approvals” shall mean those agreements between Participant and City concerning any required building permits and other approvals for development of the Site.

Any default by Participant of City Agreements and Approvals, including but not limited to any and all applicable City ordinances, not cured within any applicable cure period shall constitute a default under this Agreement, with Agency reserving any of its rights and remedies under this Agreement concerning default.

III. IMPROVEMENT OF THE SITE AND AGENCY’S PARTICIPATION

A. Cost of Construction

The cost of the Project and the Public Improvements, defined below, shall be borne by Participant, except as otherwise set forth herein.

B. Agency, City, and Other Governmental Agency Permits

Participant shall, at Participant's own expense, secure any and all permits or approvals which may be required by Agency, City, or any other governmental agency relative to Site construction and operation.

C. Public Improvements

"Public Improvements" shall mean those improvements eligible and agreed to for funding by Agency. The Public Improvements are set forth in **Exhibit C**.

The Public Improvements are directly related to public facilities and are: (a) critical to the redevelopment of the Site; (b) are in the best public interest; (c) provide for enhanced development of the Site; and (d) provide a higher quality of development that should assist Agency in achieving redevelopment of other properties adjacent to the Site and meeting the objectives of the Plan. Because of the Project, which achieves several of the objectives contained within the Plan, Agency finds that a portion of the eligible public improvements may be reimbursed by Agency.

D. Reimbursement for Public Improvements

The Public Improvements include additional width of the sidewalk area within the private property line along Capitol Boulevard (the "Additional Sidewalk"). Before Agency is obligated to reimburse Participant for any eligible expenses incurred in the construction of the Additional Sidewalk, Participant must grant City a public easement (the "Public Easement") depicted on Exhibit D. The easement declaration for the Public Easement shall be either prepared by or acceptable to City. Participant has requested reimbursement for public artwork on portions of the first floor building façade along Capitol Boulevard and Myrtle Street (the "Public Art"). Agency has not agreed to reimburse Participant for the Public Art but agrees to reconsider the request in the future, in its discretion. Agency's obligations under this Agreement are expressly not contingent on Participant's construction of the Public Art. Before Agency is obligated to reimburse Participant for any eligible expenses incurred in the construction of the Public Art, Participant must grant City a perpetual easement (the "Public Art Easement"). The easement declaration for the Public Easement shall be either prepared by or acceptable to City.

E. Construction of Public Improvements

Upon Agency’s request, Agency shall have the right and the opportunity to review Participant’s construction plans, budgets, and bids for the Public Improvements (collectively the “Public Improvement Construction Documents”). Participant will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Public Improvements are constructed consistent with the Public Improvement Construction Documents and are undertaken in a reasonable manner. Participant shall be presumed to have utilized commercially reasonable contracting, budgeting, and bidding practices if its general contractor solicits or solicited competitive bids for the Public Improvements and such work is not performed by an affiliate or subsidiary of Participant.

Participant warrants that the materials and workmanship employed in the construction of the Public Improvements shall be good and sound and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of the Public Improvements by Agency, provided nothing herein shall limit the time within which Agency may bring an action against Participant on account of Participant’s failure to otherwise construct such improvements in accordance with this Agreement or the Public Improvement Construction Documents. The one-year warranty period does not constitute a limitation period with respect to the enforcement of Participant’s other obligations under the Agreement.

F. Participant Construction of Public Improvements

Participant, in order to enhance the Project and to assure that the Public Improvements are constructed contemporaneously with the Project, has agreed to construct the Public Improvements with its Project. Participant will fund in full the eligible costs of construction of the Public Improvements. Agency shall verify costs associated with the Public Improvements consistent with the provisions of Section I below.

Agency agrees to reimburse Participant for the Public Improvements in an amount not to exceed the Agency Reimbursement as defined below.

G. Estimated Costs for Public Improvements

The Estimated Cost of the Public Improvements is Eight Hundred Seventy Five Thousand Eight Hundred Ninety Seven and 12/100 Dollars (\$875,897.12). Attached hereto as Exhibit C is a schedule of eligible costs of Public Improvements.

H. The Estimated Agency Reimbursement

For purposes of this Agreement an Estimated Agency Reimbursement has been made. The Estimated Agency Reimbursement toward the \$

of estimated improvements is between \$ [REDACTED] and \$ [REDACTED]. The Estimated Agency Reimbursement is based on estimates of the assessed value of the Project upon completion, associated tax increment *anticipated* to be generated by the Project, and the Estimated Costs of the Public Improvements. A worksheet depicting how Agency calculated the Estimated Agency Reimbursement is attached hereto as **Exhibit F**.

Because the assessed value of the completed Project is determined by entities other than the Agency¹, the actual tax increment generated by the completed Project may vary from the anticipated tax increment generated by the completed Project. State law changes may also affect the actual tax increment generated by the completed Project.

I. Agency Reimbursement

Upon completion of the construction of the Public Improvements on the Site and City's acceptance of such improvements (if applicable), Participant will dedicate all public infrastructure and utility infrastructure constructed to City. Upon City's acceptance of the improvements and the dedication of the utility infrastructure improvements and other public improvements and Participant's execution and recording of the Public Easement, Participant shall submit an invoice ("Invoice") to Agency for the Public Improvements together with an accounting of the costs associated with the Public Improvements and evidence of payment of such costs by Participant ("Certification of Costs"). Agency shall have thirty (30) days to review the Invoice and confirm Participant's performance of its obligations under this Agreement. During this 30-day period, Agency shall review the Certification of Costs in order to: (1) verify the costs were incurred in constructing the Public Improvements; (2) verify the costs incurred are commercially reasonable; and (3) verify Participant provided documentation to establish Participant has paid all contractors and material suppliers that constructed or provided materials for the Public Improvements.

Following Agency's verification of the Invoice, Agency shall notify Participant of the amount determined to be the "Agency Reimbursement". Such amount shall not exceed the Estimated Agency Reimbursement unless otherwise agreed to by Agency in writing.

If Agency disputes any portion of the Invoice, Agency shall reimburse Participant for the undisputed amount in the manner set forth below, and the Parties shall amicably and in good faith work together to resolve any dispute over the Invoice. Disputes shall be resolved pursuant to the procedures set forth in Section V.

J. Payment

¹ Agency is not a local taxing district.

Upon Agency's confirmation of Participant's completion of the Public Improvements, Agency shall execute the "Confirmation of Final Reimbursement Amount and Payment Schedule" for the amount determined to be the Agency Reimbursement.

A copy of the Confirmation of Final Reimbursement Amount and Payment Schedule is attached hereto as **Exhibit G**.

The Agency Reimbursement shall be reimbursed over a period not to exceed four (4) years.

In general, though exceptions exist for periodic adjustments to the property tax rolls, the value of construction activity occurring during a given calendar year that is completed by December 31 of that year will be added to the property tax rolls as of January 1 of the subsequent year and assessments on this value will be collected during the following fiscal year for Ada County.² For example, a construction project completed in November of 2015 will add value to the property tax rolls for tax year 2016. Taxes for tax year 2016 will then be collected in fiscal year 2017 (October 1, 2016 – September 30, 2017). In general, if a project is not completed with a certificate of occupancy (a partial value but not a full value may be identified) by December 31st of any given year, the new value will not be added to the property tax rolls for following tax year but will instead be deferred another year.

The maximum four-year period of collection years (the "Reimbursement Period") shall begin on September 1 of the year in which Agency receives tax increment for the first full tax year *after* the completion of the Project. For example, if the Project is completed in November, the first full tax year will begin the following January. Agency will receive its first tax increment payment in the January *after* the first full tax year. The first payment shall be made in the first September ***following*** the first full tax year.

On or before October 1 each year during the Reimbursement Period, Agency shall pay Participant eighty percent (80%)³ of the tax increment generated from the Site as a result of the Project that is actually received by Agency as of October 1 of that year (the "Annual Payment"). Agency shall make a total of no more than four (4) Annual Payments. Provided once Agency has reimbursed Participant for the Agency Reimbursement amount, Agency shall have no further payment obligations.

² Agency and Ada County both operate on a fiscal year beginning on October 1 and ending September 30.

³ Agency has determined the Project is a Tier 1 Project, as defined in the Participation Program. If Participant modifies the contemplated Project, Agency reserves the right to re-examine the determination. If the Project is determined to be a Tier 2 or Tier 3 Project, the percentage of the tax increment to be paid to Participant may be amended.

Participant represents redevelopment of the Site shall result in sufficient increases to its assessed value to allow Agency to reimburse Participant during the Reimbursement Period. **If the Agency Reimbursement is not fully reimbursed by the four Annual Payments as further limited by the Termination Date of the Plan, Agency will not be obligated to make any additional payments.**

Participant acknowledges that the sum of the Annual Payments may be less than the Agency Reimbursement if eighty percent of the tax increment generated as a result of the Project during the Reimbursement Period is less than the Agency Reimbursement.

It is the specific intent of the Parties that the Agency Reimbursement shall be paid from the tax increment monies, if any, which are paid to Agency as a direct result of the Project and any future development constructed on the Site. Agency's payment obligations hereunder shall not constitute a general obligation or debt of Agency, the State of Idaho, or any of its political subdivisions or give rise to a charge against their general credit or taxing powers to be payable out of any funds or properties other than the eighty percent of the tax increment generated by the Project during the Reimbursement Period.

Notwithstanding the above, Agency reserves the right, in its sole discretion, to pay off the Agency Reimbursement at any time.

K. Agency Reimbursement Assignable

Agency shall reimburse Participant by paying the Agency Reimbursement to Participant or to Participant's assignee. Participant shall have the absolute right to assign its right to reimbursement to its lender, its successor, or other entity designated by Participant. Agency and Participant agree that Agency's obligations run only to Participant or its assignee.

L. Subordination of Reimbursement Obligations

The Parties agree this Agreement does not provide Participant with a security interest in any Agency revenues for the River Myrtle District or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code) or any revenue from Agency's parking garages. Notwithstanding anything to the contrary in this Agreement, the obligation of Agency to make the payments as specified in this Agreement shall be subordinate to all Agency obligations that have committed or in the future commit available Agency revenues, including but not limited to revenue from any Revenue Allocation Area or any revenue from Agency's parking garages, and may be subject to consent and approval by Agency lenders.

M. Indemnification

Participant shall indemnify and hold Agency, City, and their respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as “Claim”), which may be imposed upon or incurred by or asserted against Agency, City, or their respective officers, agents, and employees relating to the construction or design of the Public Improvements or otherwise relating to Participant’s performance under this Agreement.

In case any claim, action, or proceeding is brought against Agency, City, or their respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from Agency or City, shall, at Participant’s expense, resist or defend such claim, action, or proceeding.

Participant shall have no obligation to indemnify, defend, or hold Agency or City, respectively, and their respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of Agency or City, respectively, or their respective officers, agents, or employees.

N. Insurance

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

1. Commercial General Liability Insurance (“Occurrence Form”) with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name Agency, including its respective affiliates, and City as additional insureds.
2. Workers’ Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant’s employees, and Employer’s Liability Insurance. Participant shall **not** utilize occupational

accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

3. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds.

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

O. Antidiscrimination During Construction

Participant, for itself and its successors and assigns, agrees that in the construction of improvements on the Site provided for in this Agreement, Participant will not discriminate against any employee or applicant for employment because of race, age, color, creed, religion, sex, gender, marital status, ancestry, or national origin.

P. Approvals of Project and Public Improvements

Participant shall be responsible for obtaining necessary approvals for the Project (including the Public Improvements) from the governmental entities and other entities necessary, including to the extent necessary, but not limited to, City, the Ada County Highway District, Idaho Transportation Department, and other governmental entities having approval authority for the Project ("Approving Entities").

Participant shall keep Agency advised of the approval process of the Approving Entities and advise Agency immediately if any action of Approving Entities shall affect the scope and purpose of the Agreement.

The Public Improvements shall be designed, constructed, and installed in compliance with the requirements of the Approving Entities.

Q. Maintenance

Participant recognizes Agency has no specific authority to accept maintenance responsibility of the Public Improvements and that no agreement has been reached with Agency or City to accept any maintenance obligations for the Public Improvements.

IV. USE AND MAINTENANCE OF THE SITE AND ADJACENT AREA

A. Use of the Site

Participant agrees and covenants to comply with all other provisions and conditions of the Plan for the period of time the Plan is in force and effect, which for purposes of this Agreement is deemed through December 31, 2025.

B. Local, State and Federal Laws

Participant covenants that it carried out the construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

C. Taxes

1. Taxes Generally

Participant shall pay when due all real estate and personal property taxes and assessments assessed and levied on Participant's ownership interest of the Site. This provision or covenant shall run with the land and be binding upon Participant's successors. Except as set forth below, nothing herein contained shall be deemed to prohibit Participant from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available to Participant with respect thereto; provided, such contest does not subject the Site or any portion thereof to forfeiture or sale.

2. Delinquent or Reduced Taxes

Participant recognizes Agency has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property and personal property taxes. Participant also recognizes the ability of Agency to reimburse Participant for the Agency Reimbursement is dependent on the ad valorem assessment and collection process.

Participant expressly acknowledges and understands that the Agency Reimbursement is linked to the tax increment revenue actually generated from the Site, as described in Section III.J and in the event insufficient taxes are received by Agency for any reason including a reduction of the

tax levy rate or assessed values less than assumed by Agency and Participant or in the event of any tax delinquency or contest of value by any owner of parcels within the Site or by any tenant related to personal property the actual tax increment received by Agency will be reduced, which in turn will result in lower Annual Payments by Agency to Participant.

V. DEFAULTS, REMEDIES, AND TERMINATION

A. Disputes in General

In the event that a dispute arises between Agency and Participant regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within forty-five (45) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho, unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within forty-five (45) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have.

B. Remedies

In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any default; to recover damages for any default; or to obtain any other remedy consistent with the purpose of this Agreement. The nondefaulting Party may also, at its option, cure the default and sue to collect reasonable attorney's fees and costs incurred by virtue of curing or correcting the Party's breach.

The laws of the State of Idaho shall govern the interpretation and enforcement of this Agreement.

C. Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

Agency reserves the right to withhold reimbursement to Participant for any Participant default.

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications between the Parties

Formal notices, demands, and communications between Agency and Participant shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of Agency and Participant as set forth in this Agreement. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

B. Conflicts of Interest

No member, official, or employee of Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested.

Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

C. Non-Liability of Agency Officials and Employees

No member, official, or employee of Agency shall be personally liable to Participant in the event of any default or breach by Agency or for any amount which may become due to Participant or on any obligations under the terms of this Agreement.

D. Successors and Assigns

This Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

E. Attorney Fees and Costs

In the event that either Party to this Agreement shall enforce any of the provisions hereof in any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees incurred therein by the prevailing Party, and such may be included to the judgment entered in such action.

F. Severability

If any provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

G. Headings

The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

H. Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

I. Forced Delay; Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; lack of materials or labor at commercially reasonable prices or in commercially reasonable quantities; governmental restrictions or priority; litigation; unusually severe weather; acts of another party; environmental analysis, or removal of hazardous or toxic substances; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause, if notice is delivered by the Party claiming such extension no later than forty-five (45) days after the commencement of the cause. If, however, notice by the Party claiming such extension is sent to the other Party more than forty-five (45) days after the commencement of the cause, the period shall commence to run only forty-five (45) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by Agency and Participant.

J. Inspection of Books and Records

Agency has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Participant pertaining to the Public Improvements.

No inspection by Agency shall, however, cause any document, information, or record of Participant to become a public record subject to public disclosure pursuant to Title 9, Chapter 3 of the Idaho Code, unless such document, information, or record is actually delivered to Agency by Participant.

Except as set forth in this Agreement or other agreement executed by the Parties, recorded by the Parties, or made part of the records of Agency, the Parties acknowledge that Participant's documents, records, plans, and information in any form related to the Project shall be confidential unless and until such documents are provided to Agency, and then Agency shall take such action as is permissible under Title 9, Chapter 3 of the Idaho Code to protect the confidentiality of documents provided by Participant that have been clearly marked as confidential with reference to the applicable section of Idaho Code under which the documents are deemed not subject to public disclosure.

K. Promotion of Project

Participant agrees Agency may promote the Public Improvements and Agency's involvement with the Public Improvements. Such promotion includes reasonable signage at the Site notifying the public of Agency's involvement with the Public Improvements.

VII. AMENDMENTS TO THIS AGREEMENT

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

VIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement, including Exhibits A through G, inclusive, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Participant, and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and Participant.

- Exhibit A – Legal Description
- Exhibit B – Project Concept Plan
- Exhibit C – Public Improvements Cost Estimate
- Exhibit D – Public Improvements Plan
- Exhibit E – Participation Program Scorecard
- Exhibit F – Tax Increment Payment Estimate
- Exhibit G – Confirmation of Reimbursement (Draft)

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

_____ Capital City Development Corporation (“Agency”)
(Date)

By _____
_____, Executive Director

_____ Pennbridge Bodo, LLC (“Participant”)
(Date)

By _____
Its _____

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2015, before me, _____, the undersigned notary public in and for said county and state, personally appeared _____, known or identified to me to be the Executive Director of the Capital City Development Corporation, the public body corporate and politic, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of said Agency and acknowledged to me that such Agency executed the same for the purposes herein contained.

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

Residing at _____
Commission Expires _____

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2015, before me, _____, the undersigned notary public in and for said county and state, personally appeared _____, known or identified to me to be the _____ of Pennbridge Bodo, LLC, an Idaho limited liability company, and the person who signed the within instrument, and acknowledged to me that he has authority to execute and executed the foregoing instrument for the purposes therein contained on behalf of Pennbridge Bodo, LLC.

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

Residing at _____
Commission Expires _____

Exhibit A
Legal Description



Exhibit A

9233 WEST STATE STREET | BOISE, ID 83714 | 208.639.6939 | FAX 208.639.6930

July 17, 2015
Project No. 15-038
Pennbridge BODO, LLC
Legal Description for Parcel Consolidation

A portion of Lot 11 and all of Lots 12 - 20, Block 11 of Davis Addition to Boise, as recorded in Plat Book 2 at Page 93, records of Ada County, Idaho, and further situated in the Northwest 1/4 of Section 10, Township 3 North, Range 2 East, Boise Meridian, City of Boise, Ada County, Idaho and being more particularly described as follows:

BEGINNING at a set 5/8 inch rebar marking the northwest corner of said Block 11 at the intersection of the southerly right-of-way line of W. Broad St. and the easterly right-of-way line of S. Capitol Blvd., thence following the southerly right-of-way line of W. Broad St., S54°46'51"E a distance of 142.03 feet to a set 5/8 inch rebar on the westerly right-of-way of the alley of said Block 11;

Thence leaving said southerly right-of-way line and following said westerly right-of-way line, S35°14'36"W a distance of 260.02 feet to a point on the northerly right-of-way line of W Myrtle St.;

Thence leaving said westerly right-of-way line and following said northerly right-of-way line, N54°46'52"W a distance of 127.05 feet to a found 5/8 inch rebar marking an angle point for the right-of-way chamfer between the northerly right-of-way line of W. Myrtle St. and the easterly right-of-way line of S. Capitol Blvd.;

Thence leaving said northerly right-of-way line and following said right-of-way chamfer N09°46'01"W a distance of 21.21 feet to a found 5/8 inch rebar marking an angle point for said right-of-way chamfer on the easterly right-of-way line of S. Capitol Blvd.;

Thence leaving said right-of-way chamfer and following said easterly right-of-way line, N35°14'51"E a distance of 245.02 feet to the **POINT OF BEGINNING**.

Said parcel contains 0.85 acres more or less and is subject to all existing easements and or rights-of-way of record or implied.



Exhibit B
Concept Plan



PANORAMIC VIEW OF BOISE DOWNTOWN



VIEW APPROACHING FROM SOUTH ON CAPITOL BLVD.



BIRD'S EYE VIEW LOOKING NORTH FROM JULIA DAVIS PARK



BIRD'S EYE VIEW LOOKING NORTHWEST FROM 5TH STREET AND MYRTLE



VIEW LOOKING NORTHWEST UP MYRTLE FROM 5TH STREET



BIRD'S EYE VIEW LOOKING NORTHWEST FROM 5TH STREET AND BROAD STREET



VIEW APPROACHING THE SITE FROM SOUTHEAST ON BROAD STREET



BIRD'S EYE VIEW LOOKING SOUTHWEST FROM 6TH STREET AND GROVE STREET



BIRD'S EYE VIEW LOOKING DOWN CAPITOL BLVD. GROVE STREET

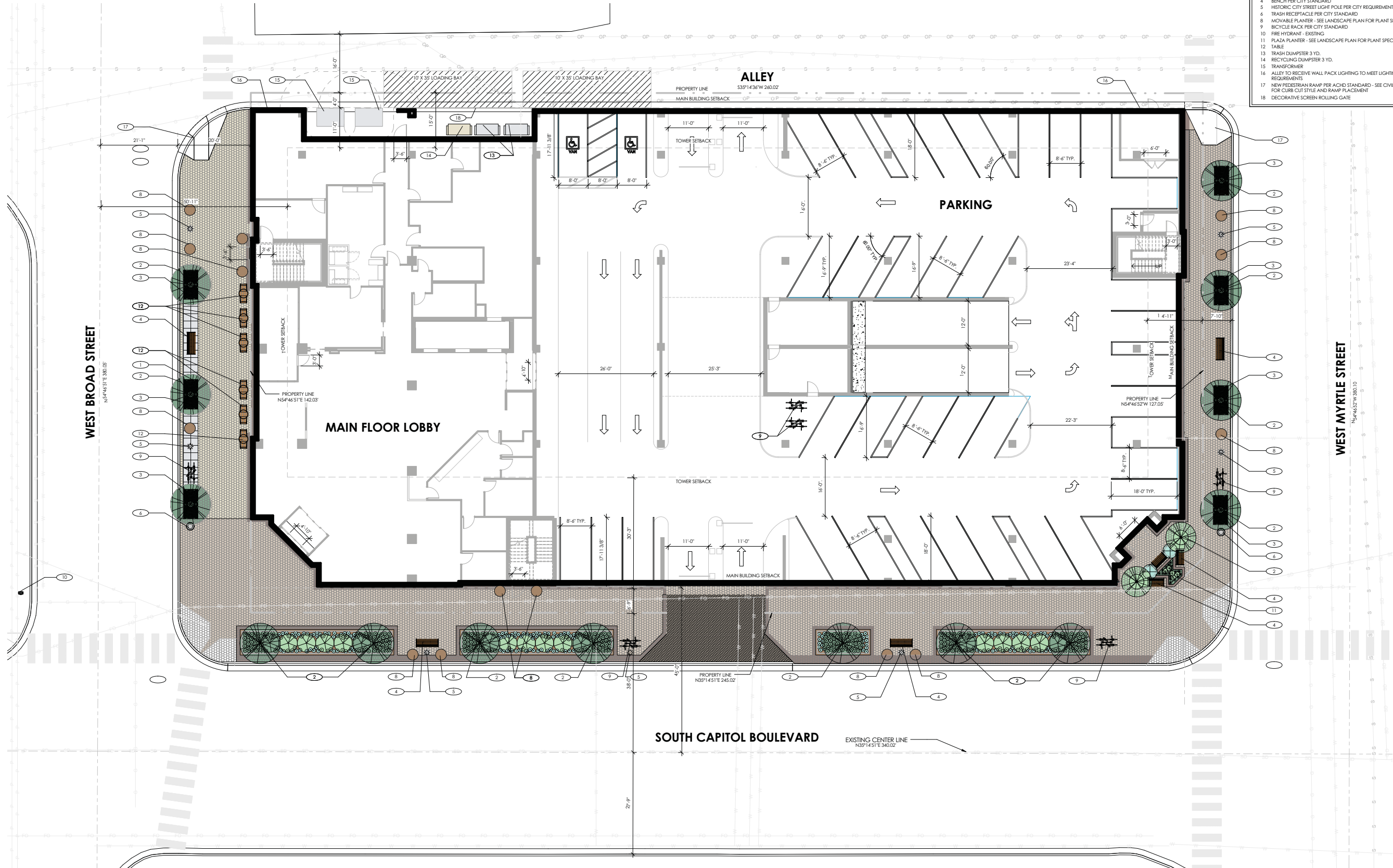


BIRD'S EYE VIEW LOOKING SOUTH FROM THE BOISE CENTER



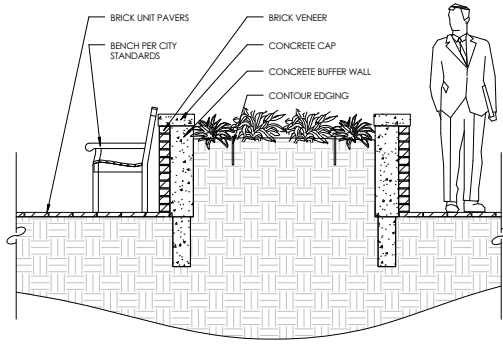
BIRD'S EYE VIEW LOOKING EAST FROM 8TH STREET AND FULTON STREET

SHEET NOTES	
1	BROAD STREET STREETScape AS DESIGNATED BY CITY
2	STREET TREE - SEE LANDSCAPE PLANS
3	METAL TREE GRATE
4	BENCH PER CITY STANDARD
5	HISTORIC CITY STREET LIGHT POLE PER CITY REQUIREMENTS
6	TRASH RECEPTACLE PER CITY STANDARD
8	MOVABLE PLANTER - SEE LANDSCAPE PLAN FOR PLANT SPECIES
9	BICYCLE RACK PER CITY STANDARD
10	FIRE HYDRANT - EXISTING
11	PLAZA PLANTER - SEE LANDSCAPE PLAN FOR PLANT SPECIES
12	TABLE
13	TRASH DUMPSTER 3 YD.
14	RECYCLING DUMPSTER 3 YD.
15	TRANSFORMER
16	ALLEY TO RECEIVE WALL PACK LIGHTING TO MEET LIGHTING REQUIREMENTS
17	NEW PEDESTRIAN RAMP PER ACHD STANDARD - SEE CIVIL PLANS FOR CURB CUT STYLE AND RAMP PLACEMENT
18	DECORATIVE SCREEN ROLLING GATE



1 SITE PLAN
SCALE: 1" = 10'-0"

RESIDENCE INN MARRIOTT
410 SOUTH CAPITOL BOULEVARD BOISE, ID
PENNBRIDGE LODGING
THE RICHARDSON DESIGN PARTNERSHIP, L.L.C.



2 PLAZA PLANTER SECTION
SCALE: 1/2" = 1'-0"

IRRIGATION NOTE

THIS DESIGN IS INTENDED TO BE PERMANENTLY IRRIGATED BY MEANS OF AN AUTOMATIC IRRIGATION SYSTEM COMPOSED OF OVERHEAD SPRAY AND LOW-VOLUME DRIP LINE. THE SYSTEM SHALL BE CONTROLLED WITH A PROGRAMMABLE IRRIGATION CONTROLLER, CAPABLE OF ADJUSTING FOR CLIMATIC VARIANCES. ONE POINT OF CONNECTION SHALL BE MADE AND FITTED WITH A BACKFLOW PREVENTER.

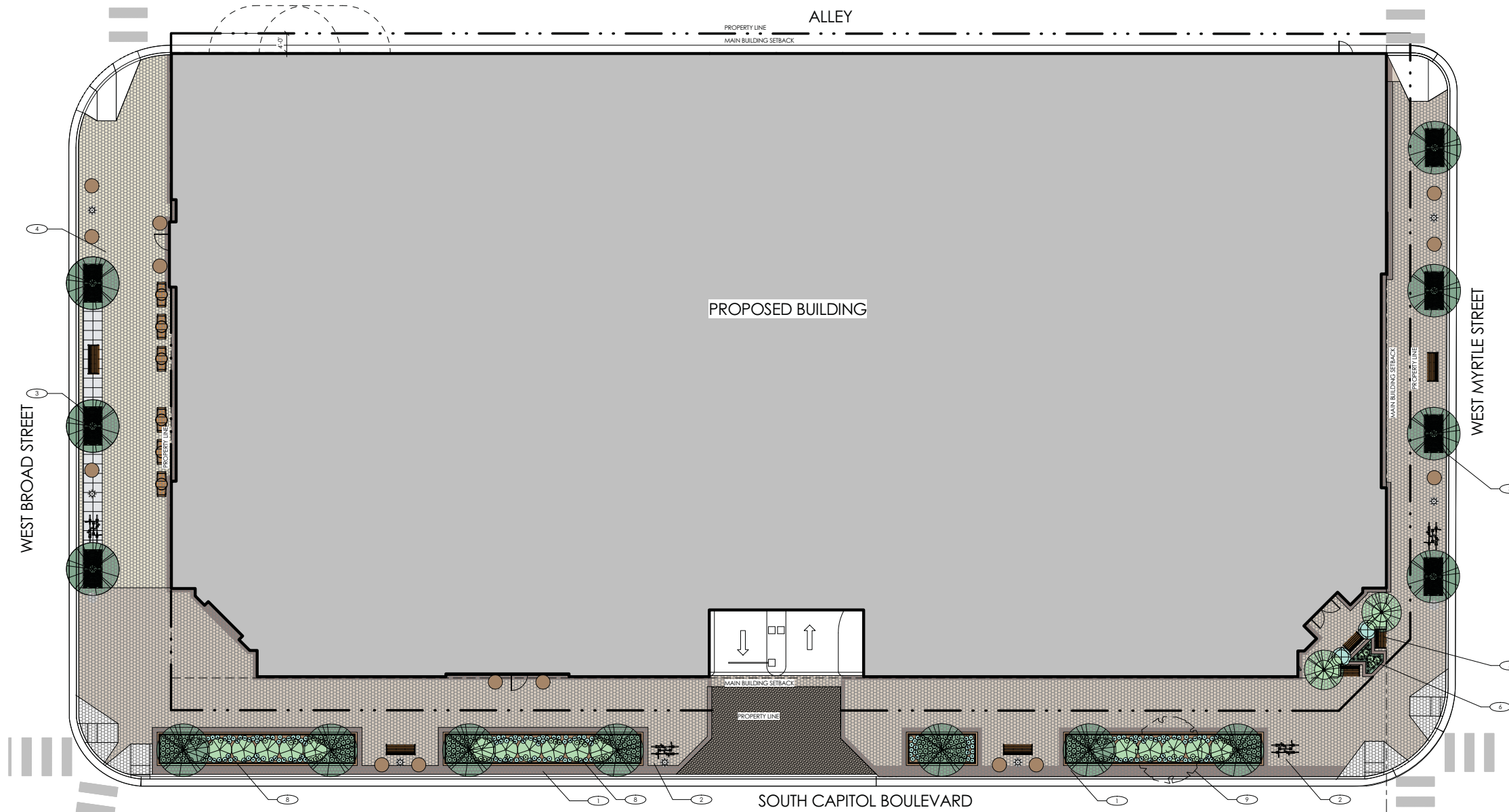
- SHEET NOTES**
- CURB ZONE: 18" INCLUDING CURB: RED (MEDIUM #46 IRONSPOT)
 - ENDICOTT BRICK DRY LAD PAVERS, DOUBLE SOLDIER COURSE, MASONRY CENTER, 375-1362, RE: L2.3-10, 14.
 - PEDESTRIAN ZONE: RED BRICK DRY LAD PAVERS, HERRINGBONE PATTERN.
 - STREET TREE WITH TREE GRATE AND FRAME: URBAN ACCESSORIES KVVA, 4' SQUARE. REFER TO LANDSCAPE PLAN FOR PLANT SPECIES
 - PEDESTRIAN ZONE: 8" MODULAR SCORED CONCRETE.
 - PLAZA SEATING.
 - PLAZA PLANTER: SEE DETAIL 2/DR090 REFER TO LANDSCAPE PLAN FOR PLANT SPECIES
 - MIXED COLORED CONCRETE.
 - CAPITOL BLVD. PLANTER & FENCE. SEE LANDSCAPE PLAN FOR PLANT SPECIES
 - EXISTING TREE TO BE REMOVED.
 - STREET BENCH.

STREETSCAPE REQUIREMENTS

MYRTLE STREET: CCDC TYPE 5 STREETSCAPE: URBAN PARKWAY
1 TREE PER 50LF: XXXLF - 3 TREES REQUIRED, 3 TREES PROVIDED, 8' MIN. LANDSCAPE ZONE, 8' MIN. MOBILE ZONE, CONCRETE W/ 8' MIN. SCORELINES.
1 STREET LIGHT PER 20LF: 3 LIGHTS

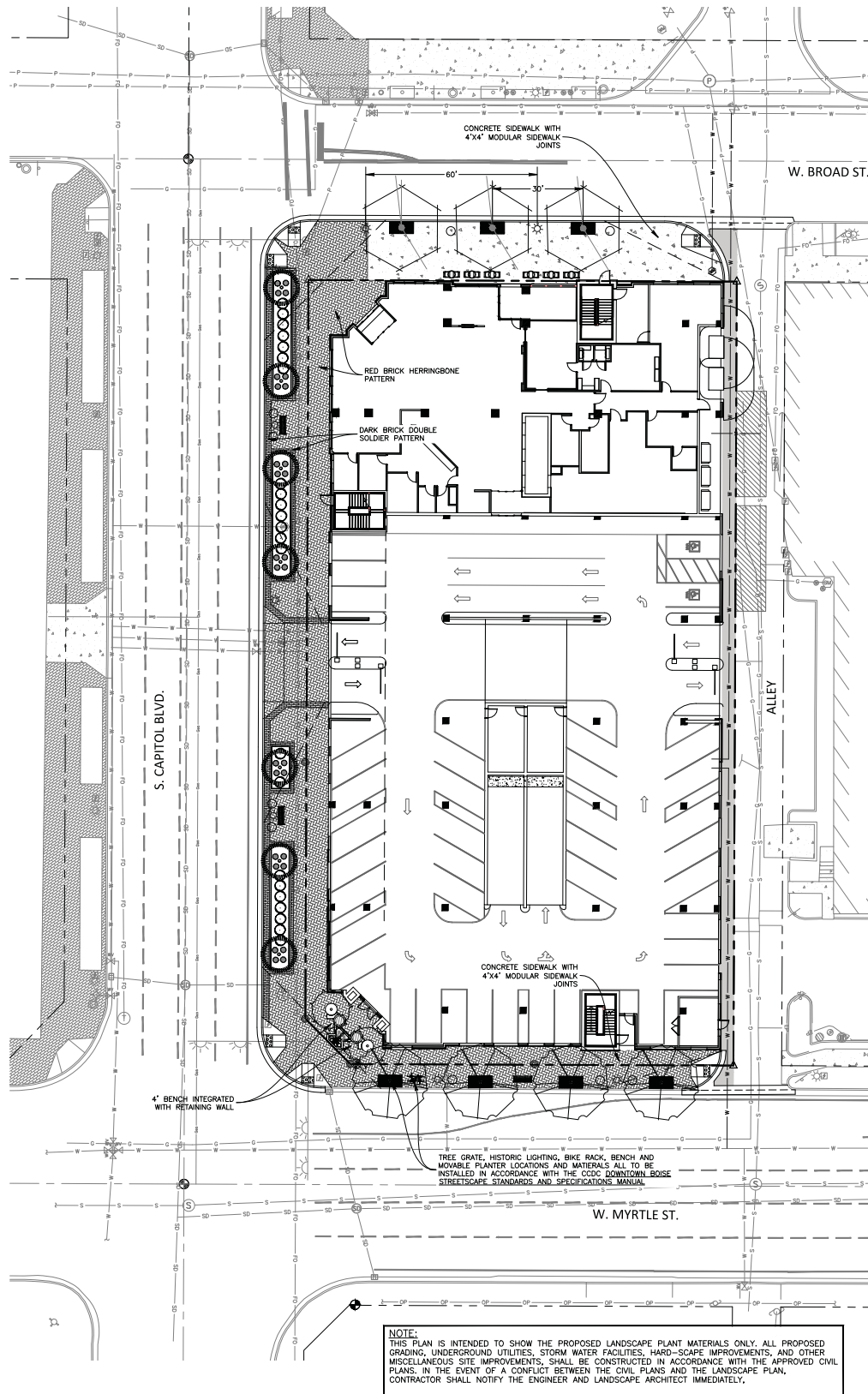
BROAD STREET: CCDC TYPE 3 STREETSCAPE: URBAN CONCRETE
1 TREE PER 50LF: XXXLF - 3 TREES REQUIRED, 3 TREES PROVIDED, 8' CURB ZONE, 4 FURNISHINGS ZONE W/ CONCRETE 2' MIN. SCORELINES, 8' MIN. MOBILE ZONE /W CONCRETE 4' MIN. SCORELINES.
1 STREET LIGHT PER 20LF: 3 LIGHTS.

PAVERS: IRONSPOT MANGANESE HERRINGBONE PATTERN
TREE GRATES: 4'x8' RECTANGULAR CAST IRON KVVA MODEL

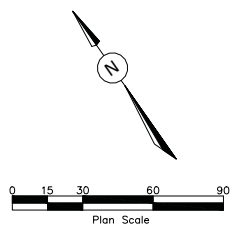


1 LANDSCAPE PLAN
SCALE: 1" = 10'-0"

RESIDENCE INN MARRIOTT
410 SOUTH CAPITOL BOULEVARD BOISE, ID
PENNBRIDGE LODGING
THE RICHARDSON DESIGN PARTNERSHIP, L.L.C.



NOTE:
THIS PLAN IS INTENDED TO SHOW THE PROPOSED LANDSCAPE PLANT MATERIALS ONLY. ALL PROPOSED GRADING, UNDERGROUND UTILITIES, STORM WATER FACILITIES, HARD-SCAPE IMPROVEMENTS, AND OTHER MISCELLANEOUS SITE IMPROVEMENTS, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED CIVIL PLANS. IN THE EVENT OF A CONFLICT BETWEEN THE CIVIL PLANS AND THE LANDSCAPE PLAN, CONTRACTOR SHALL NOTIFY THE ENGINEER AND LANDSCAPE ARCHITECT IMMEDIATELY.



SITE INFORMATION

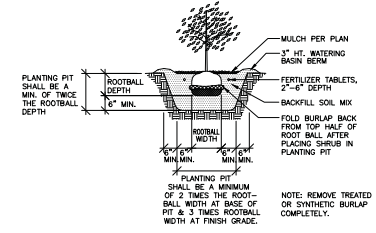
- CAPITOL BOULEVARD IS CLASSIFIED AS "TYPE 6 - CAPITOL BOULEVARD" IN THE CCDC DOWNTOWN BOISE STREET SCAPE STANDARDS AND SPECIFICATIONS.
- FRONT AND MYRTLE STREETS ARE CLASSIFIED AS "TYPE 3 - URBAN CONCRETE" IN THE CCDC DOWNTOWN BOISE STREET SCAPE STANDARDS AND SPECIFICATIONS.
- BRICK PAVERS SHALL BE 2-1/2x 4"x8" BY ENDICOTT CLAY PRODUCTS (OR APPROVED EQUAL).
- DARK BRICK-MANGANESE IRONSPOT - AT THE BASE OF BUILDING, AND FURNISHING ZONE.
- RED-BRICK NO. 46 MEDIUM IRONSPOT BLEND - IN PEDESTRIAN AREAS.
- HISTORIC STREET LIGHTS SHALL GENERALLY BE LOCATED 60' O.C. PRECISE FINAL LOCATION SHALL BE APPROVED BY CCDC AND THE CITY OF BOISE DESIGN REVIEW.
- THE LOCATION OF ALL SITE FURNISHINGS ALONG STREET FRONTAGES, INCLUDING BENCHES, TRASH RECEPTACLES, BIKE RACKS, AND MOVABLE PLANTERS SHALL BE COORDINATED WITH CCDC AND THE CITY OF BOISE DESIGN REVIEW FOR LOCATIONS AND QUANTITY.

LANDSCAPE NOTES

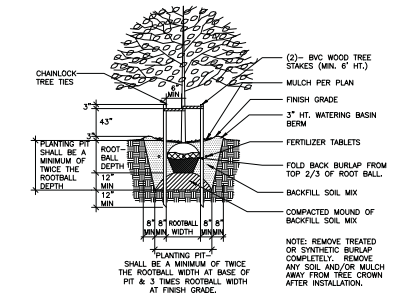
- ALL PLANTER BEDS AND TREE WELLS SHALL RECEIVE A SURFACE COURSE OF MEDIUM GRIND, ORGANIC BARK MULCH (MIN. 3" THICKNESS).
- ALL PLANT MATERIALS SHALL BE IN CONFORMANCE WITH THE AMERICAN NURSERYMAN STANDARDS OR TYPE AND SIZE SHOWN.
- ALL TREES SHALL BE GRADE #1.
- ALL PLANTING BEDS SHALL HAVE 12" (MINIMUM) OF TOPSOIL.
- CONTRACTOR SHALL RESPECT ANY AND ALL LOCAL UTILITY SETBACKS AND ADJUST PLANTING, AS NECESSARY, IN THE FIELD.
- TRIM LOWER BRANCHES OF PROPOSED STREET TREES TO PRESERVE SIGHT LINES (PER ACHD AND CITY OF BOISE REQUIREMENTS).
- CONTRACTOR SHALL VERIFY PROPOSED PLANT MATERIAL QUANTITIES.
- MATERIALS, INSTALLATION METHODS, DETAILS, ETC. SHALL MEET ALL REQUIREMENTS OF THE RELEVANT SECTIONS OF THE DOWNTOWN BOISE STREETSCAPE STANDARDS & SPECIFICATIONS MANUAL, DATED JANUARY 2009.
- CONTRACTOR SHALL VERIFY ALL UNDERGROUND SITE UTILITIES BEFORE WORK BEGINS. NO GUARANTEE IS MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN AND/OR ARE SHOWN ACCURATELY.
- ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH A STATE OF THE ART AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
- THE SPECIES AND SIZE OF ALL PROPOSED STREET TREES SHALL BE CONFIRMED BY THE BOISE CITY FORESTER.

PLANT SCHEDULE

SYMBOL	QUANT.	COMMON NAME	BOTANICAL NAME	SIZE/CO. NO.	SIZE @ MATURITY HEIGHT X SPREAD	NOTES
Trees						
○	7	Emerald Sentinel Sweetgum	Liquidambar styraciflua 'Clydesform'	2.5' B&B	25' x 12'	Class I
◡	3	Summit Ash	Fraxinus pennsylvanica 'Summit'	2.5' B&B	35' x 25'	Class II
⊗	4	Boulevard Linden	Tilia americana 'Boulevard'	2.5' B&B	40' x 25'	Class II
⊙	2	Capital Flowering Pear	Pyrus calleryana 'Capital'	2' B&B	25' x 12'	Class I
Shrubs, Ornamental Grasses and Perennials						
⊗	2	Compact Burning Bush	Euonymus Alatus 'Compactus'	#5	5' x 5'	Deciduous Shrub
⊙	2	Neon Flash Spirea	Spiraea japonica 'Neon Flash'	#2	2' x 3'	Deciduous shrub
○	5	Brilliant Stonecrop	Sedum x 'Brilliant'	#1	18" x 18"	Perennial @ 24" O.C.
⊙	23	Pink Shrub Rose	Rosa x 'Nostraum'	#2	3' x 4'	Flowering Shrub
⊙	28	Baltic Ivy	Hedera helix 'Baltica'	#1	6' x 2'	Groundcover 24" O.C.
*	1	Overdam Feather Reed Grass	Calamagrostis acutifolia 'Overdam'	#2	3' x 3'	Ornamental Grass



SHRUB PLANTING DETAIL NTS



TREE PLANTING AND STAKING DETAIL NTS



THE RICHARDSON DESIGN PARTNERSHIP, L.L.C.
510 South 400 East
Salt Lake City, Utah 84102
P: 801.355.6868
F: 801.355.6880



923 WEST STATE STREET
BOISE, UTAH 83718
P: 208.333.8900
F: 208.333.8900



KME ENGINEERING
REGISTERED SURVEYORS - PLANNERS

CONSULTANT

PENNBRIIDGE LODGING
1013 EAST WINDING CREEK DRIVE,
SUITE 102
BOISE, ID 83616

RESIDENCE INN BY MARRIOTT
410 SOUTH CAPITOL BOULEVARD
BOISE, ID 83702

PROJECT

DATE	DESCRIPTION
3/12/15	DESIGN REVIEW

LANDSCAPE PLAN

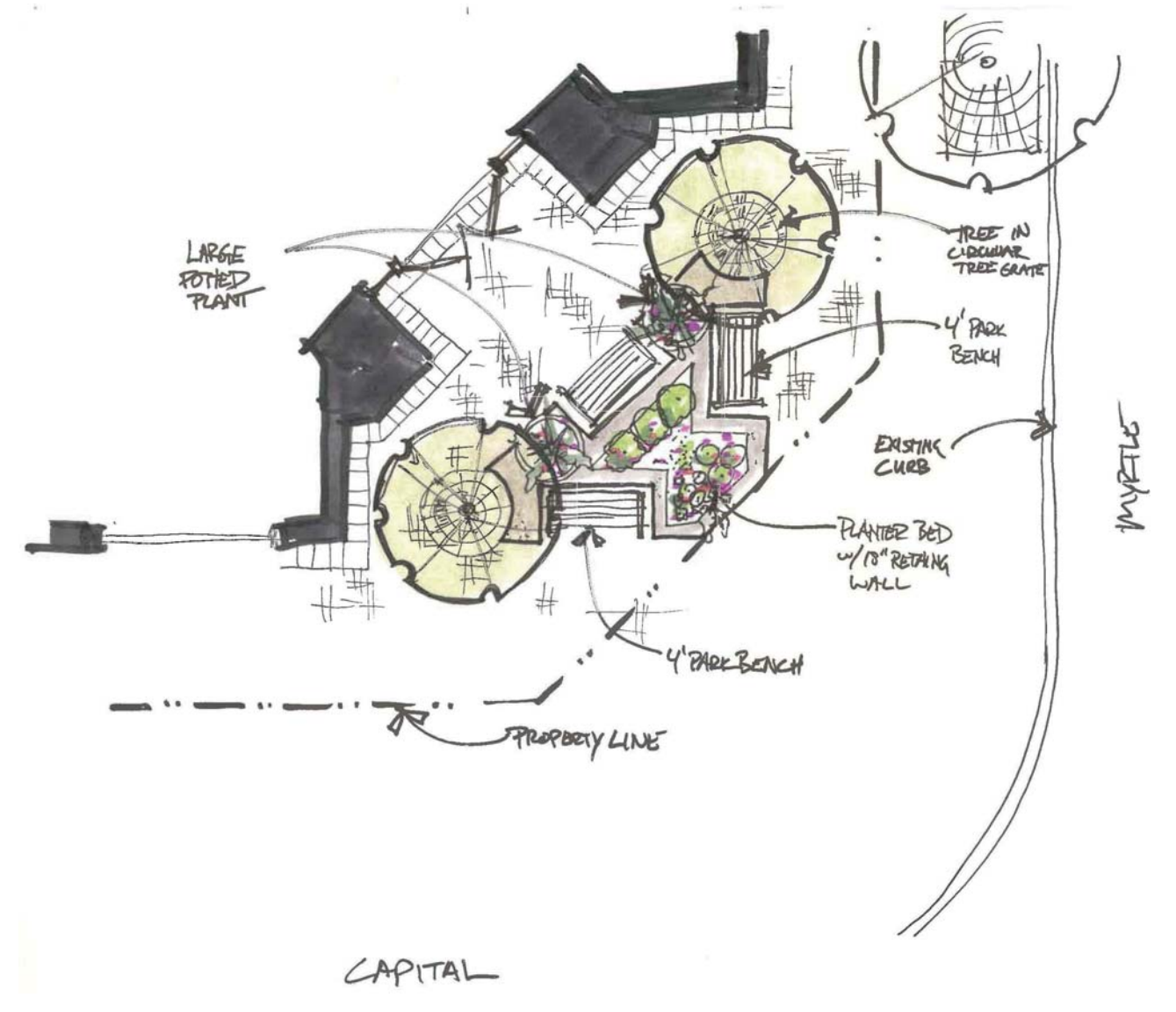
PROJECT #: 104201
DRAWN BY:
CHECKED BY:

L1.0





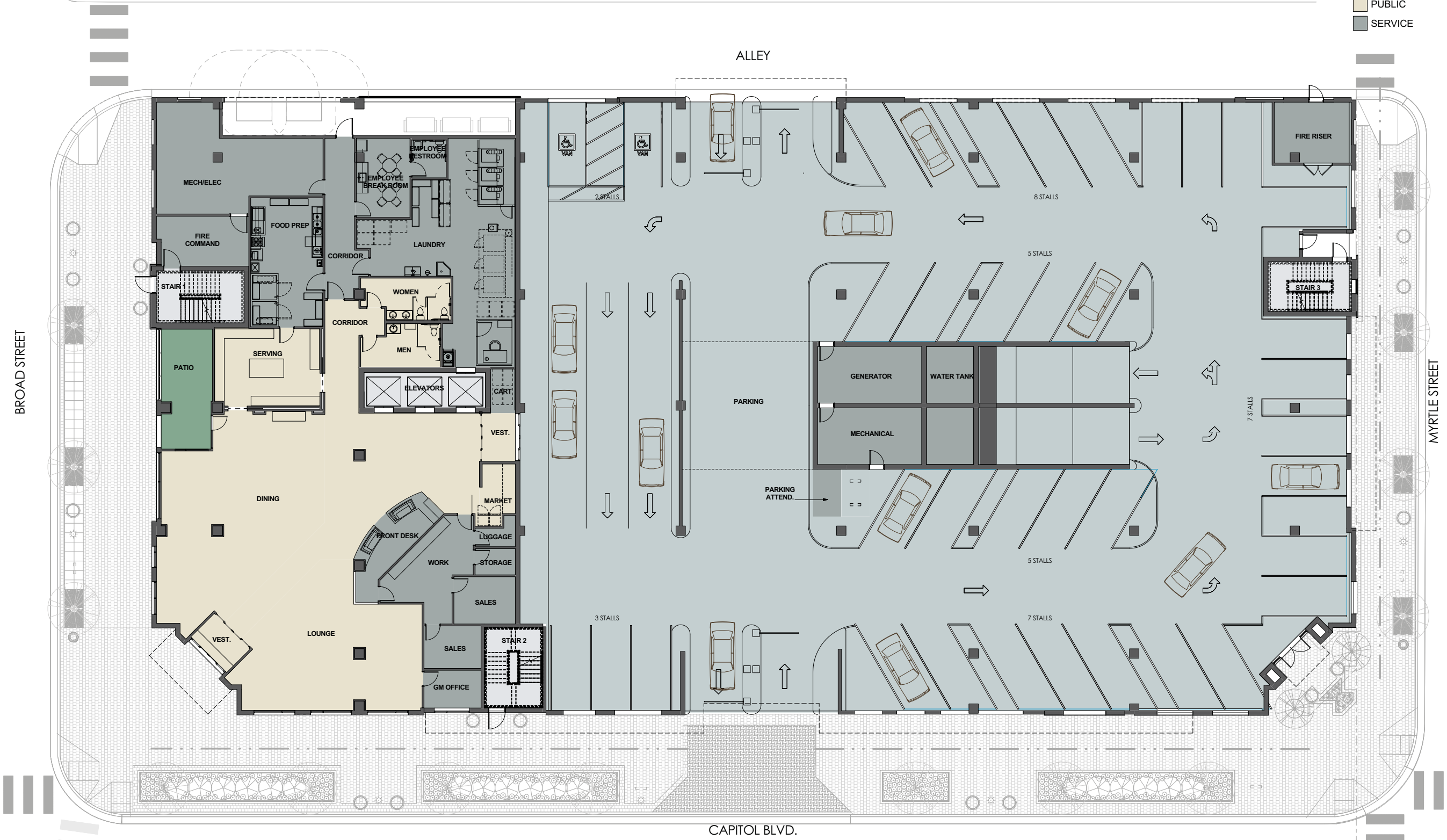
PLAZA PERSPECTIVE



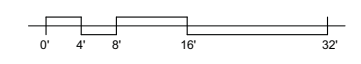
PLAZA PLAN

PROGRAMMING LEGEND

- CIRCULATION
- PARKING
- PLAZA
- PUBLIC
- SERVICE



RESIDENCE INN MARRIOTT
 410 SOUTH CAPITOL BOULEVARD BOISE, ID
 PENNBRIDGE LODGING
 THE RICHARDSON DESIGN PARTNERSHIP, L.L.C.



1ST FLOOR PLAN

DR101

MATERIALS LEGEND	
1	STONE - ARRISCRAFT - SMOOTH OAKRIDGE
2	EPS - KILIM BEIGE SW6106
3	EPS/COMPOSITE PANEL - TERAPE STAR SW6229
4	BRICK - IRONSTONE
5	METAL - BRONZE



MATERIALS LEGEND	
1	STONE - ARRISCRAFT - SMOOTH OAKRIDGE
2	EPS - KILIM BEIGE SW6106
3	EPS/COMPOSITE PANEL - TERAPE STAR SW6229
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MATERIALS LEGEND	
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MATERIALS LEGEND	
1	STONE - ARRISCRAFT - SMOOTH OAKRIDGE
2	EPS - KILIM BEIGE SW6106
3	EPS/COMPOSITE PANEL - TERAPE STAR SW6229
4	BRICK - IRONSTONE
5	METAL - BRONZE





VIEW LOOKING NORTH ON CAPITOL BLVD.



VIEW LOOKING SOUTH ON CAPITOL BLVD.



VIEW LOOKING WEST ON BROAD STREET



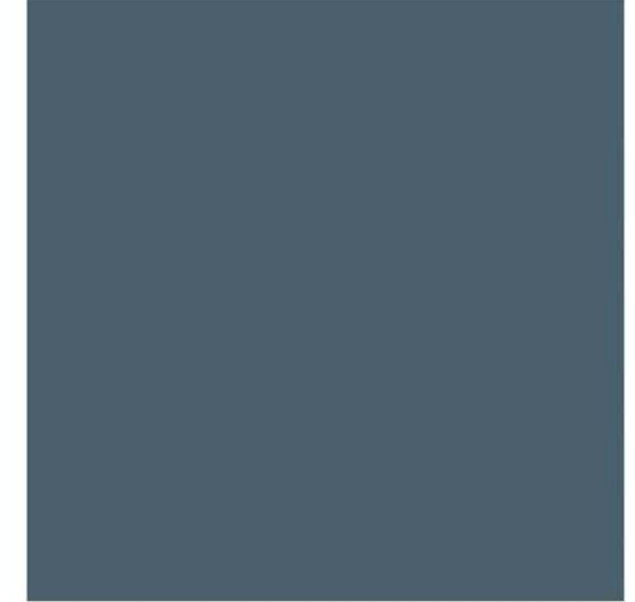
VIEW LOOKING WEST ON MYRTLE STREET



1 STONE- ARRISCRAFT- SMOOTH OAKRIDGE



2 EFIS- KILIM BEIGE SW6106



3 COMPOSITE/ EFIS- TEMPE STAR SW6229



4 BRICK- IRONSTONE



5 METAL- BRONZE

Exhibit D

Public Improvements Plan

IMPROVEMENT EXHIBIT



NTS



**THE RICHARDSON
DESIGN
PARTNERSHIP,
L.L.C.**

910 South 600 East
Salt Lake City, Utah 84102
P: 801.355.6668
F: 801.355.6880

SHEET NOTES

- ALLEY PAVING
4505 SQFT
- BRICK PAVERS
7169 SQFT
- SIDEWALK
2393 SQFT
- TREE GRATES
(8)
- PEDESTRIAN RAMPS
(6)
- 1 ORNAMENTAL FENCE
322 L.F.
- 2 CURB AND GUTTER
REPLACEMENT
560 L.F.
- 3 VALLEY GUTTER
334 L.F.
- 4 BIKE RACKS
(4)
- 5 HISTORICAL LIGHT
FIXTURES
(8)



CONSULTANT:

**PENNBRIDGE
LODGING**

1119 EAST STATE STREET, SUITE 220
EAGLE, ID 83616

**RESIDENCE INN
BY MARRIOTT**

410 SOUTH CAPITOL BOULEVARD
BOISE, ID 83702

10/2/2015 BID SET

IMPROVEMENT
EXHIBIT

PROJECT # 1508
DRAWN BY: PUP
CHECKED BY: GLE

S. CAPITOL BLVD.

W. BROAD ST.

ALLEY

PLAZA WALLS AND PLANTER WITH
BUILT IN 4' BENCHES

IMPROVEMENTS TO BE
DONE BY CCDC

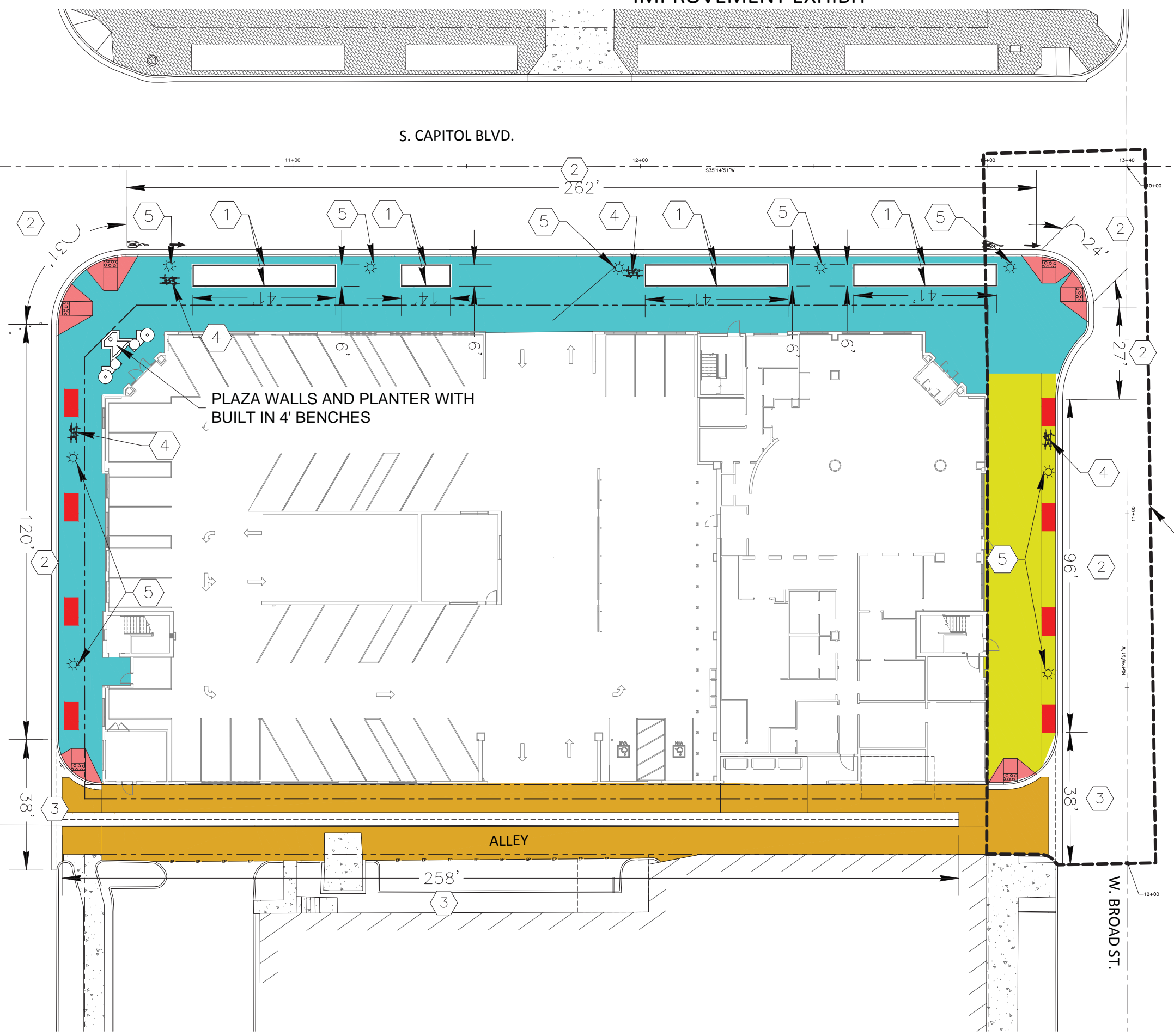


Exhibit E

Participation Program Scorecard

EXHIBIT E- PARTICIPATION PROGRAM SCORECARD

MARRIOTT RESIDENCE INN

CCDC PARTICIPATION PROGRAM SCORECARD

Improve Conditions - Promote Development - Grow Economy

- 1** Activate Dormant/Disinvested Sites (1 Only)
- 2** Reuse of Targeted Sites (1 Only)
- 3** Remediate Environmental Conditions (1 Only)
- 4** Improve Utility Infrastructure
- 5** Improve Transportation Connections
- 6** Encourage Compact Development Thru FAR (1 Only)
- 7** Encourage Compact Development Thru Parking (1 Only)
- 8** Encourage Targeted Industries (1 Only)
- 9** Improve Pedestrian Infrastructure
- 10** Advance Energy Efficient Buildings or Equivalency (1 Only)

SCORING

- Tier 1 +140 points
- Tier 2 +120 points
- Tier 3 +100 points

1	Activate Dormant/Disinvested Sites (1 Only)		
a	reuse of existing building	20	18
b	conversion of surface parking	18	
c	replace dormant building	16	
d	reuse of vacant land	10	
2	Reuse of Targeted Sites (1 Only)		
a	reuse of historic register building	20	15
b	reuse of automotive site	15	
c	reuse of dry cleaner site	15	
3	Remediate Environmental Conditions (1 Only)		
a	>\$100,001 costs	20	12
b	\$50,001-\$100,000 costs	16	
c	\$10,000-\$50,000 costs	12	
4	Improve Utility Infrastructure (all that apply)		
a	replace or expand geothermal	15	15
b	stormwater mitigation	15	15
c	replace or expand fiber	15	15
d	replace or expand power	15	15
e	replace or expand sewer	15	15
f	replace or expand water	15	15
5	Improve Transportation Connections (all that apply)		
a	add a street	20	19
b	add a ground level plaza	19	
c	add an alley	17	17
d	add a pathway	15	
e	add or substantially improve a sidewalk	10	10

CCDC PARTNERSHIP PROGRAM SCORECARD

Improve Conditions - Promote Development - Grow Economy

6	Encourage Compact Development Thru FAR (1 Only)		
a	4.0 to 5.0+ FAR	10	10
b	3.0 to 3.9 FAR	9	
c	2.0 to 2.9 FAR	8	
d	1.0 to 1.9 FAR	7	
e	0.5 to 0.9 FAR	6	
7	Encourage Compact Development Thru Parking (1 Only)		
a	structured parking below grade	20	18
b	structured parking above grade	18	
c	no surface parking	15	
d	parking location is to rear or interior of building	10	
e	parking is screened by wall, fence, sunken	8	
8	Encourage Targeted Industries (1 Only)		
a	workforce housing	10	0
b	technology	10	
c	corporate HQ	10	
d	education	10	
e	artisan	10	
f	light manufacturing/assembly	10	
9	Improve Pedestrian Infrastructure (all that apply)		
a	=/> 70% of sidewalk/setback is abutted by ground floor building face	20	20
b	=/> 60% ground floor glazing on street frontages (30% res)	18	
c	=/> 12' ground floor height	15	
d	main entry is prominent, ground floor, and faces street/not parking	15	
e	=/> 75% ground floor frontage has functional awnings (30% res)	10	
f	public art element	5	
10	Advance Energy Efficient Buildings or Equivalency (1 Only)		
a	living building cert	10	5
b	LEED platinum	8	
c	LEED gold	7	
d	LEED silver	6	
e	connect to/use geothermal system	5	
f	green globes cert	4	
g	energy star cert	4	
TOTAL			267

Exhibit C

Public Improvements Cost Estimate

Marriott Residence Inn

ROW / Alleyway Improvement Cost Estimate

October 8, 2015

Item	Phase	General Description	Total Estimated Cost	Improvement Cost Allocation
				Capitol / Myrtle/ Alley
Big - D Construction 9/22/15 Estimate				
1	01Demolition	Selective Demolition	\$45,716.00	
2	02 Sitework	Construction Surveying	\$27,750.00	Not Eligible
3		Cast In Place Concrete	\$39,402.00	\$22,521.48
4		Site Furnishings	\$93,125.00	\$71,920.00
5		Earthwork	\$136,276.00	\$6,276.00
6		Asphalt Paving	\$67,982.00	\$38,301.40
7		Unit (Brick) Paving	\$113,729.00	\$101,686.20
8		Ornamental Landscaping Fencing	\$19,247.00	\$18,662.00
9		Pavement Marking and Signage	\$9,500.00	\$8,000.00
10		Landscaping	\$76,733.00	\$38,935.00
11		Water System	\$7,357.00	\$27,522.85
12		Fire System	\$44,608.00	\$44,608.00
13		Sanitary Sewerage Utilities	\$35,249.00	\$11,790.00
14		Storm Drain System (Incl. Silva Cells)	\$181,519.00	\$80,085.00
15		Natural Gas Distribution	\$2,500.00	\$0.00
16		Electrical Utility (See below)	\$134,463.00	
17		Subtotal (A)	\$1,035,156.00	\$470,307.93
Additional Items				
18		Building Canopies Above Streetscape	\$132,650.00	\$132,650.00
19		Alleyway Property Dedication	\$67,146.00	\$67,146.00
20		Idaho Power Modifications / Service Expense	\$72,901.00	\$72,901.00
21		Century Link Relocation Expense	\$25,228.19	\$25,228.19
22		United Water Vault Removal / Line Termination	\$6,425.00	\$6,425.00
23		Ada County Building Electrical Modifications	\$18,068.00	\$18,068.00
24		Dunkley Music Tainted Soils Removal	\$25,000.00	\$25,000.00
25		Winther Property Geotechnical Remediation due to Oil / Fuel Spill Uncompacted Fills	\$50,000.00	\$50,000.00
26		Garage Opening-Artwork / Design (15*7.5K)	\$112,500.00	\$112,500.00
27		Flag Poles	\$8,171.00	\$8,171.00
28		Subtotal (B)		\$518,089.19
29		Total (A+B)		\$988,397.12
30		Total (A+B) less Artwork		\$875,897.12
31				

Exhibit F

Tax Increment Payment Estimate

Tax Increment ESTIMATES

Project Name:	Marriot
TDC:	\$ 31,000,000
Condo/ Apt/ Other:	Ext. Stay Hotel
District:	RM

Year of completion Apr-17
 Ty 2018
 Fy 2019

T2 Request \$ 988,397 *this may decrease to outstanding due diligence related to utilities

Total Request \$ 988,397

Request/ TDC 3.19%

Taxable Property	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Construction Value	\$ 31,000,000	\$ 31,000,000	\$ 31,000,000	\$ 31,000,000	\$ 31,000,000	\$ 31,000,000	\$ 31,000,000	\$ 31,000,000	\$ 31,000,000	\$ 31,000,000
80 % value	\$24,800,000	\$24,800,000	\$24,800,000	\$24,800,000	\$24,800,000	\$24,800,000	\$24,800,000	\$24,800,000	\$24,800,000	\$24,800,000
Levy Rate	0.01500000	0.01500000	0.01500000	0.01500000	0.01500000	0.01500000	0.01500000	0.01500000	0.01500000	0.01500000
Increment received FY	NA	NA	NA	\$372,000	\$372,000	\$372,000	\$372,000	\$372,000	\$372,000	\$372,000
Tier 1 amount .8		#VALUE!	#VALUE!	\$297,600	\$297,600	\$297,600	\$297,600	\$297,600	\$297,600	\$297,600
100% est 2019-2025	\$2,604,000	4 yr TIF	\$1,488,000							
		4 yr .8 TIF	\$1,190,400							

Total TIF rec'd throughout life of District	\$ 2,604,000	
Total Request	\$ 988,397	*not including art screening
Total value to URD post payout	\$1,615,603	

General Notes:

The Levy rate is higher online but they are estimates (per TB)
 inflation NOT factored
 Actual increment is typically about 80% of the construction value
 This is a back of the napkin, actual numbers could include an income approach combined with TDC or an assessors estimate

Exhibit G

Confirmation of Reimbursement (Draft)

CONFIRMATION OF AGENCY REIMBURSEMENT AND PAYMENT SCHEDULE

This CONFIRMATION OF AGENCY REIMBURSEMENT AND PAYMENT SCHEDULE (“Payment Schedule”) is entered into between the CAPITAL CITY DEVELOPMENT CORPORATION, a public body, corporate and politic, organized and existing under the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act of 1988 as amended, Chapter 29, Title 50, Idaho Code (“Agency”), and _____, an Idaho _____ (“Participant”).

WITNESSETH:

1. Agency Contribution

Agency has, pursuant to the procedures set forth in the Type 2 General Assistance Participation Agreement by and between the Capital City Development Corporation and Participant with an effective date of _____ (the “Participation Agreement”), determined the Agency Reimbursement for the Development, as those terms are defined in the Participation Agreement, shall be _____ and ____/100 dollars (\$ _____) (the “Agency Reimbursement”).

2. Payment Schedule

Agency agrees to reimburse Participant for the amount of the Agency Reimbursement, or less as set forth and explained below, without interest from the Effective Date of this Payment Schedule as follows:

Agency shall make a total of four (4) “Annual Payments”. The amounts of the Annual Payments shall be determined based on the tax increment proceeds Agency receives from the value added to the Site over and above the 2015 tax year assessed value of the Site. The 2015 tax year assessed value of the Site, as determined by the Ada County Assessor is \$ _____.

First Annual Payment – Due on or before September 30, _____. Agency shall pay Participant eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by Agency as of September 30 of _____ [insert year]

Second Annual Payment – Due on or before September 30, _____. Agency shall pay Participant the lesser of the remaining unpaid Agency Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax

increment generated from the Development on the Site actually received by Agency as of September 30 of _____[insert year]

Third Annual Payment – Due on or before September 30, _____
Agency shall pay Participant the lesser of the remaining unpaid Agency Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by Agency as of September 30 of _____[insert year]

Fourth Annual Payment – Due on or before September 30, _____
Agency shall pay Participant the lesser of the remaining unpaid Agency Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by Agency as of September 30 of _____[insert year]

Agency may redeem, at any time, in whole or in part, without penalty, the then principal amount outstanding.

Participant acknowledges that the sum of the four Annual Payments may be less than the Agency Reimbursement if the tax increment generated by the Development during the Reimbursement Period is less than the Agency Reimbursement.

If the Agency Reimbursement is not fully reimbursed by the four Annual Payments or by the Termination Date of the Plan, Agency will not be obligated to make any additional payments.

3. Limitation on Making Payments

It is the intention of the parties that Participant shall only be paid from the Incremental Tax Revenues, if any, which are paid or are payable to Agency as a direct result of the Private Development constructed by the Participant on the Site. If, for any reason, the Incremental Tax Revenues anticipated to be received by Agency as a direct result of the Private Development on the Site are reduced, curtailed, or limited in any way by enactments, initiative referendum, or judicial decree, Agency shall have no obligation to pay the tax increment obligation to Participant as described in this Agreement from other sources or monies which Agency has or might hereinafter receive.

4. Except as expressly modified above, the terms and conditions of the Participation Agreement are still binding on Agency and Participant as set forth in such Participation Agreement.

IN WITNESS WHEREOF, this Payment Schedule has been entered into as of the date and year first above written.

AGENCY:
CAPITAL CITY DEVELOPMENT
CORPORATION

By: _____
_____, Executive Director

Date

ATTEST:

By: _____
_____,
Secretary

PARTICIPANT:

By: _____
Its: _____

Date

4837-4659-6391, v. 8



AGENDA BILL

Agenda Subject: Resolution No. 1411 Authorizing a Temporary Waiver of Monthly Parking Oversell in the City Centre Garage		Date: October 13, 2015
Staff Contact: Max Clark, Parking & Facilities Director	Attachments: 1) Resolution No. 1411 2) Monthly Sales Report as of 10-8-15 3) Monthly Garage Occupancy Report as of 9-24-15 4) City Centre Occupancy Statistics as of 9-24-15	
Action Requested: Approve Resolution No. 1411 authorizing a temporary waiver of the monthly parking oversell in the City Centre Garage and reallocation of parking use between monthly and hourly parkers.		

Fiscal Notes:

Approval of this resolution is expected to increase revenues by \$39,600 annually from the City Centre Parking Garage. This increased revenue would come in the form of monthly parking permit fees.

Background:

The CCDC Board of Commissioners has established a ratio of hourly-to-monthly spaces available for public use in each of the six agency-owned six parking garages. The Board has also authorized the parking operator to oversell the monthly permits in some garages, a standard practice in the parking industry. For example, the Board authorized oversell percentages of 20 percent for Eastman Garage and the Capitol Terrace Garage; and 30 percent for the remaining four CCDC garages.

As a result of CCDC's final payment on the Central District bonds, CCDC has more flexibility concerning parking management as the IRS private use rules no longer apply.

Staff is seeking Board approval to temporarily increase the number of available monthly unreserved spaces in the City Centre Parking Garage by a total of 50, from 262 spaces to 312 spaces. This is equivalent to a 55percent oversell rate. The reason for this request is as follows:

- Making 20 spaces available for Aspen Lofts owners or tenants, at our regular rate, with proof of occupancy. The rationale for this is that the Aspen Lofts are members of the condo association, which includes the parking structure, and it makes sense to have residents park as close to where they live as possible.
- Making 30 spaces available for Trailhead Premier Members, at a deep discount, for which they will have to park on the top deck of the garage. The rationale for this is that

CCDC has a significant investment in Trailhead and is committed to making it as successful as possible. The Trailhead Board of Directors has submitted this request, and feels that providing a special parking offer will be beneficial to its efforts to recruit new paid memberships.

- This temporary adjustment has been discussed with and cleared by staff at The Greater Boise Auditorium District, who pays for the right to call 300 spaces if necessary (but has done so only once in the past 15 years), in the City Centre garage. Staff does not anticipate any operational problems with this change.

There are an estimated 17,000 parking spaces in the downtown Boise area, including on-street, off-street surface lots, and all private and public parking structures. Although CCDC controls just 2,500 of these spaces (less than 15 percent of the total), our efforts to maximize efficient use of parking inventory can serve as a model for other parking operations.

Indications are most surface lots are 75 percent occupied weekdays, which is close to capacity (85 percent occupancy is considered full.)

Interestingly, the CCDC parking garages are only 63 percent occupied at peak on a typical week day. That means nearly 750 of our 2,567 spaces sit vacant at peak (noon-1p M-F). While hourly parking users are the largest revenue source and critical to overall success of many downtown businesses, the evidence indicates that changing the hourly/monthly ratios will not harm the system.

Staff Recommendation:

Staff recommends the adoption of Resolution No. 1411 authorizing a temporary waiver of the monthly parking oversell in the City Centre Garage and reallocation of parking use between monthly and hourly parkers.

Suggested Motion:

I move the adoption of Resolution No. 1411 authorizing a temporary waiver of the monthly parking oversell in the City Centre Garage and reallocation of parking use between monthly and hourly parkers.

RESOLUTION NO. 1411

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, AUTHORIZING A TEMPORARY WAIVER OF CERTAIN PARKING POLICIES CONCERNING ALLOCATION OF PARKING TYPE (LONG TERM, SHORT TERM, SPECIAL, EVENT) AND ESTABLISHING A HIGHER PERCENTAGE OF OVERSELL FOR A TEMPORARY PERIOD OF TIME FOR THE CITY CENTRE GARAGE; AUTHORIZING THE EXECUTIVE DIRECTION TO TAKE APPROPRIATE ACTION TO IMPLEMENT THE POLICY; 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 Council of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the amended and restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "Amended Urban Renewal Plan");

WHEREAS, following said public hearing, the City adopted its Ordinance No. 5597 on December 6, 1994, approving the Amended Urban Renewal Plan and making certain findings;

WHEREAS, the City, after notice duly published, conducted a public hearing on the 2007 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "2007 Plan");

WHEREAS, following said public hearing, the City adopted its Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving the 2007 Plan and making certain findings on the 2007 Plan, for the Boise Central District Project I, Idaho R-4 and Project II, Idaho R-5;

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

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

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

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

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, the 2007 Plan, the River Myrtle Old Boise Plan, and the Westside Plan are collectively referred to as the “Boise Urban Renewal Plans”;

WHEREAS, the Agency has previously adopted certain Parking Management Plans for its Parking System as defined below, which, inter alia, addresses the policies of allocation among different parking types (long term, short term, event and others) and certain oversell standards for the several parking garages owned by Agency, which garages are collectively referred to as the Parking System;

WHEREAS, the Agency has previously issued several series of tax exempt bonds, which required the Agency to comply with certain tax regulations concerning the public purpose of the Parking System and limited the amount of private use allowed in any of the garages (sometimes referred to as the private use rules);

WHEREAS, the Agency recently redeemed the last remaining obligations under the Refunding Redevelopment Bond, Series 2010A-1, effectively releasing any private use rules or covenants relating to the Agency’s Central District parking garages, leaving only the Agency’s Myrtle Street Garage subject to the private use rules;

WHEREAS, as a result of the release of the private use rules and current circumstances concerning parking within the Central District, West Side District, and River Myrtle District, the Agency has embarked on a comprehensive study of parking policies relating to the Agency’s Parking System;

WHEREAS, the Agency expects completion of that study in 2016 and will use the results of that study to propose parking policies to address the most efficient and expeditious use of the Parking System, which is anticipated to become effective for FY 2017, which begins on October 1, 2016;

WHEREAS, the Agency is experiencing particular parking challenges concerning the City Centre Garage concerning use allocation and the oversell policy as a result of the Agency's support of that certain technology initiative referred to as the Trailhead Project and the residential use resulting from the Aspen Lofts development;

WHEREAS, Agency staff is recommending that during the pendency of the parking study and follow up analysis, the Agency Board consider the temporary waiver of existing policies concerning the allocation of parking use and the oversell policy within the City Centre Garage;

WHEREAS, Agency staff recommends the following:

- Modify the oversell policy and reallocation of parking use (long term, short term, event) within the City Centre Garage now no longer subject to the private use rules to result in an additional fifty (50) parking spaces for use by premium members of the Trailhead Project and bona fide residents of the Aspen Lofts, subject to any applicable parking obligation off the Agency
- Allow for the alternative parking stated above within the City Centre Garage, so long as the alternative parking use, is deemed public parking under the Law

WHEREAS, Agency staff requests the recommendations set forth above continue for a period through June 30, 2016, or until the above referenced parking study and analysis is completed, whichever is later, provided, however, these recommendations shall not extend beyond September 30, 2016;

WHEREAS, the Agency board hereby finds it in the best interests of the Agency and the public to approve the recommendations of Agency staff set forth above.

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

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

Section 2. That the recommended changes proposed by the Agency staff as set forth above are hereby approved and adopted by the Agency Board, and that the Executive Director is authorized and directed to take all action to implement the changes to the policy as set forth above.

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

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

APPROVED:

By _____
Chairman of the Board

ATTEST:

By _____
Secretary

4824-5029-9177, v. 1

DPPS Monthly Sales (separated)

For period ending 9/30/15

Created 10/8/15

Garage	Total Spaces	Hourly Spaces	Monthly Spaces	Reserved Spaces	Oversell***	Unreserved Permits Sold	Reserved Permits Sold	Spaces Available (Oversold)	Oversold %	% Over/Under Sold
BOULEVARD	216	87	75	54	98	57	46	41	76%	-24%
CAPITOL TERRACE	495	255	208	32	250	247	32	3	119%	19%
CITY CENTRE*	584	360	203	21	264	262	21	2	129%	29%
EASTMAN	386	111	275	0	330	325	0	5	118%	18%
GROVE STREET	543	50	435	58	566	504	58	62	116%	16%
MYRTLE STREET**	343	231	100	12	130	143	12	(13)	143%	43%
AGGREGATE TOTALS	2567	1094	1296	177	1637	1538	169	99	119%	19%

* - GBAD has the right to call 300 of these stalls on busy days

** - The Hampton Inn has the right to call 140 of these stalls on busy days

*** - Eastman and Capitol Terrace have a 20% oversell, all others have a 30% oversell

Reserved stalls not included in oversell percentages because those spaces assumed to be full at all times

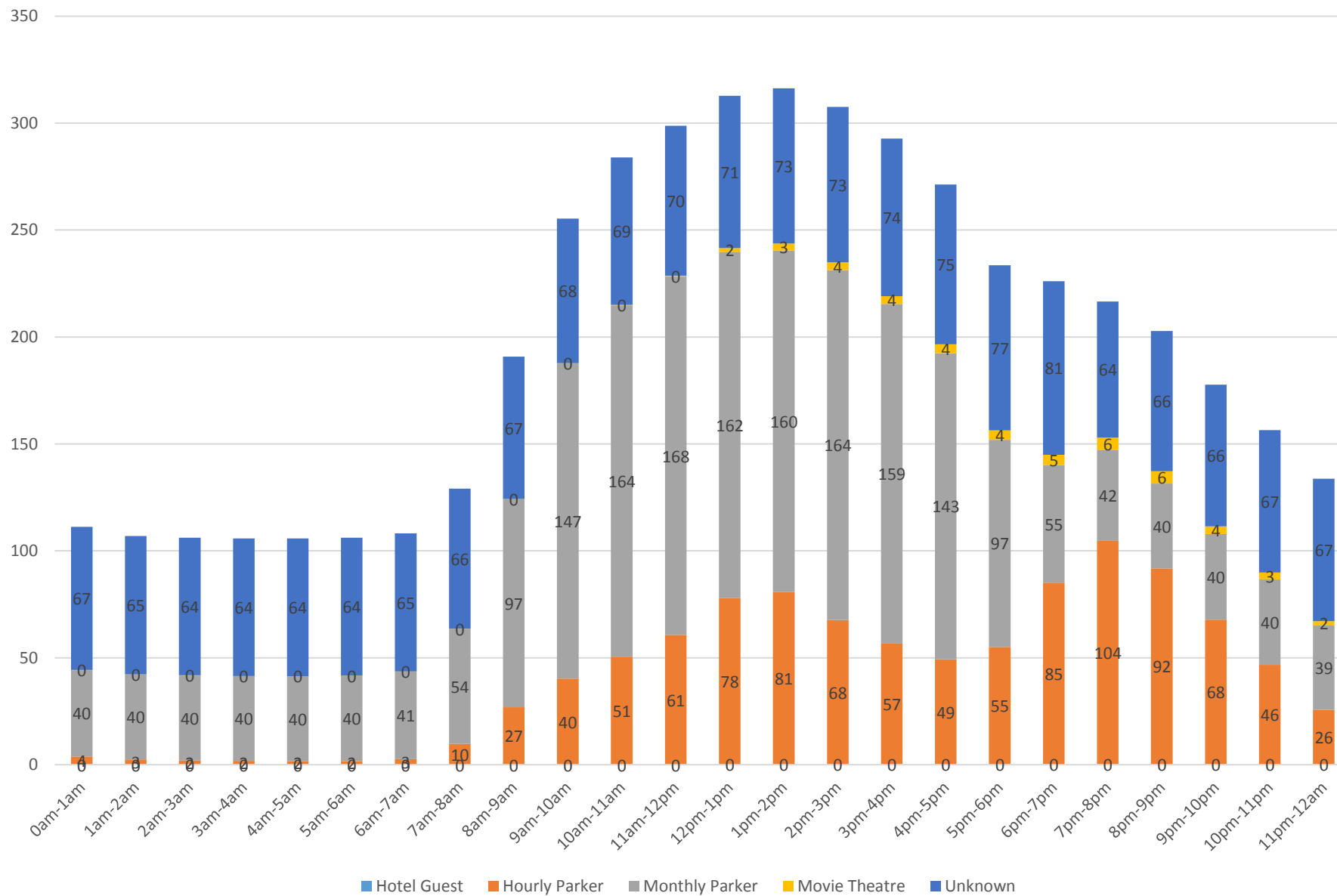
DPPS Occupancy Summary

For period: 8/23/15 - 9/23/15

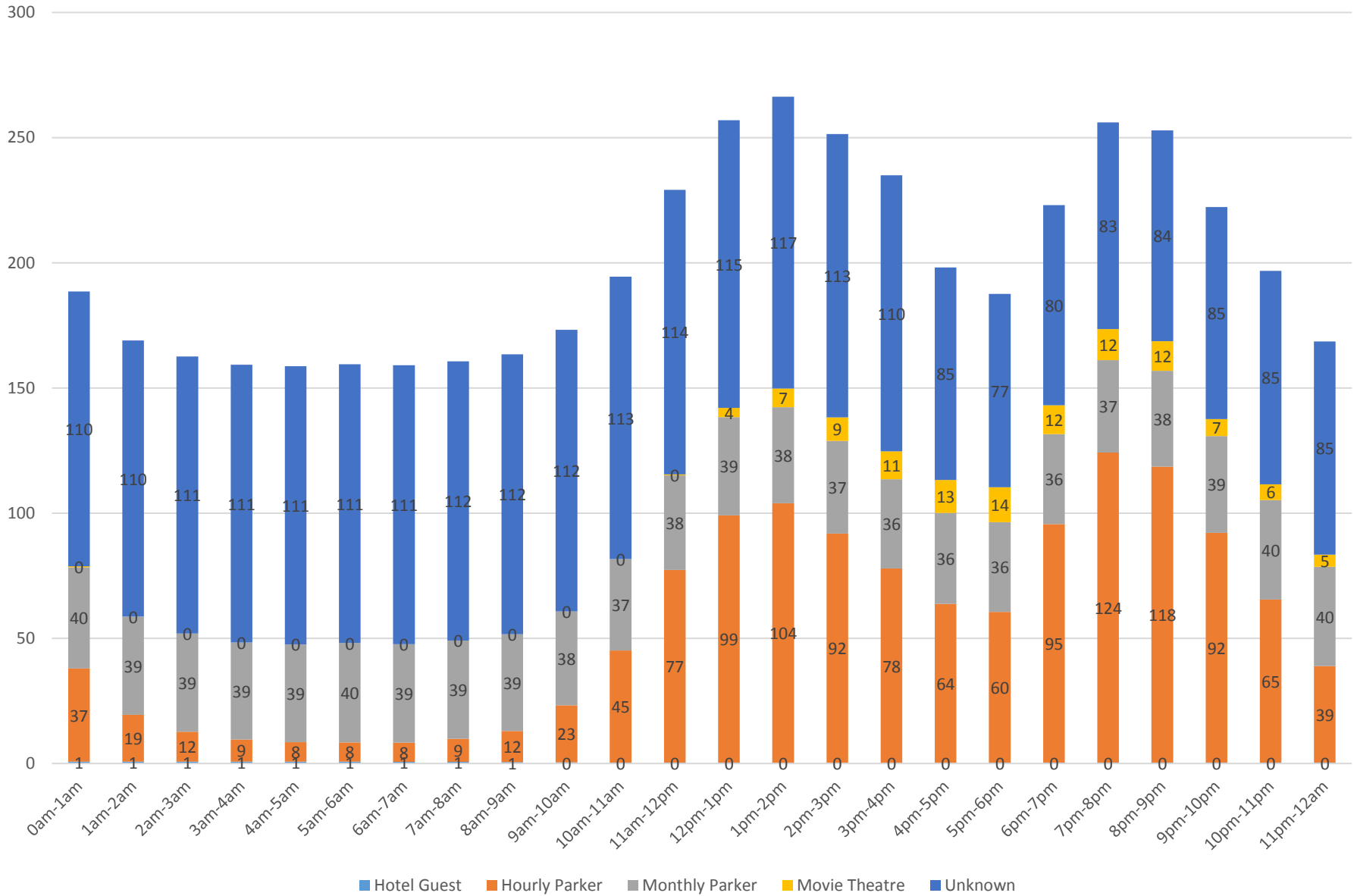
Created 9/24/15

Garage	Total Spaces	Hourly Stalls	Monthly Spaces	Average Week Peak %	Weekday Peak %	Weekend Peak %
BOULEVARD	216	87	129	62%	63%	68%
CAPITOL TERRACE	495	255	240	60%	67%	41%
CITY CENTRE	584	360	224	53%	54%	46%
EASTMAN	386	111	275	60%	77%	19%
GROVE STREET	543	50	493	53%	70%	15%
MYRTLE STREET	343	231	112	43%	48%	47%
AGGREGATE TOTALS	2567	1094	1473	55%	63%	36%

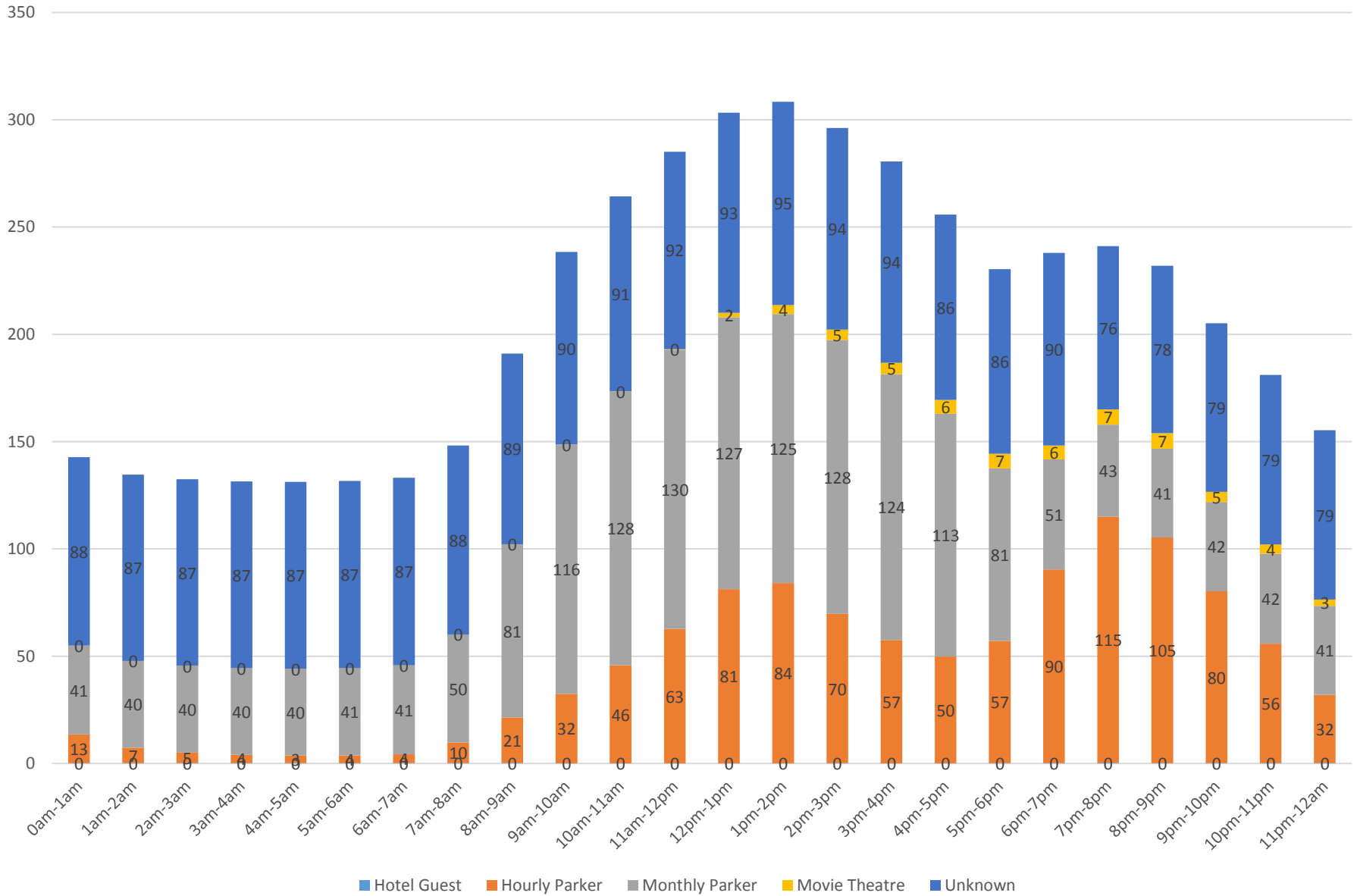
City Centre
Weekday - 8/23-9/23, 2015



City Centre
Weekend - 8/23-9/23, 2015



City Centre
Average Full Week - 8/23-9/23, 2015





FRIDAY UPDATE

OCTOBER 9, 2015

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

September marked the final month of FY15, and the fiscal year went out with a bang. CCDC’s proactive work on The Afton, the CC Anderson Building (Athlos Academies), Pioneer Pathway, and The Fowler (the apartment project formerly known as The Roost) all hit significant milestones during the month. In addition, our participation with Gardner Company in the new Clearwater Building was acknowledged by many speakers at the fabulous ‘topping off’ celebration. With streetscape projects in high gear and a number of proactive initiatives in full swing, the Agency enters FY16 with optimism and a renewed commitment to increasing the healthy momentum established with our districts.

CDC will celebrate the groundbreaking of the Inn at 500 (Obie Development Corp) next week. Our in-house project, The Afton project by RMH Corporation, will break ground later in October and the Agency will join in that celebration as well. At the request of Commissioner Shalz, the current renderings by GGLO are included in this report. As indicated on the site plan, Phase One construction will be underway at the corner of 8th & River in the coming weeks.



RENDERING IMAGE AT RIVER STREET



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

Pioneer Corridor Phase 3 Construction

Contract awarded to Pusher Construction 9/23, scheduled to be executed 9/30 with NTP early October. Limited NTP granted to order concrete pavers, which have a long lead time. Expected completion late December.

Charter for The Grove Plaza (Grove 2.0)

The final stakeholder meeting occurred on September 23 at which general consensus was reached on the topics included in the charter. The document will be finalized and disbursed to the stakeholder group in November, marking the completion of this project.

Carley Concept - 5th & Idaho Mixed Use Apartments

CCDC has provided Developer with a conditional letter of commitment for up to \$1.2 Million but not greater than the amount of increment the project delivers to the District. The CCDCs proposed participation will be for streetscapes, undergrounding utilities, park land, park improvements and structure associated with park in order to move forward with their financing. Staff recently met with the developer who is continuing to work through their financing. The specifics of their financing will determine their final request of CCDC and will result in draft agreements or additional information for future board approval.

Julia Davis Park 5th Street Entrance

CSHQA working on schematic design and survey is in progress. Proposal will go to Parks Commission 11/19. Construction will be scheduled to coordinate with geothermal line extension, beginning April/May 2016. This connection is essential to meeting warrants for a signalized crossing of Myrtle at 5th.

Streetscape: Fulton Street Concept Plan

CoB has requested that the Fulton Streetscape efforts be postponed to allow a higher level planning effort of the overall area. The boundaries of the Cultural District are currently being reworked, the Royal Blvd. extension is eminent, a pedestrian and bike corridor are being considered for 8th Street, The Afton construction is underway and master planning efforts for The Library! continue. CCDC has coordinated with CoB and has solicited proposals for the requested higher level planning effort of the overall area. Proposals expected soon.

Main Street Station: Ongoing FTA Matching Funds

CCDC is providing a 20% (\$2.4 million) local match to VRT's 80% (\$10 million) FTA earmark to construct Main Street Station (MMC). Monthly draws are invoiced, reviewed and coordinated with VRT to pay the developer, Gardner Co. To-date, \$1,524,666 (roughly 71%) of the local match has been drawn.

Streetscape: Main St Both Sides 15th/14th

Guho is currently working on both the north and south sides of Main Street due to ACHD imposed work hour restrictions. Work is scheduled to be completed on the north side by 10/30 and on the south side by 12/9 respectively.

Bannock Streetscape Improvements

CCDC is working with consultants to evaluate the existing conditions of the vault adjacent the Hoff Building on Bannock for structural integrity and ability to be renovated vs. replaced. This will help inform how far the established budget will go in this area.

Affordable Housing Options

Staff continues to meet with affordable housing developers and financial providers (such as NMTC) to begin to develop a strategy. Staff is assisting the COB in understanding barriers and parameters to affordable housing in downtown and took part in the COB sponsored Housing & Homelessness Roundtable in August. Staff attended Idaho's Housing and Economic Development Conference this month.

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

Additionally Preservation Idaho submitted a proposal to renovate the structure and presented their proposal as an informational item to the Board. Recently PI has requested CCDC support to apply for grant funds to renovate the home.

Streetscape: Westside of 5th (Main/Bannock)

Streetscape construction is complete at this location. There is a change order to add additional bike racks at this location. The bike rack installation is scheduled to be completed in (2) weeks.

Participation Program Type 3: Gardner - City Center Plaza Project

Main Street Station is approximately 70% constructed. Some additional environmental contamination was encountered and requires an additional \$55,000 in remediation to address the contaminants. Gardner Co and VRT have approached CCDC about additional funding and will make a formal request to the Board on October 13.

Hormaechea DDA - 620 S 9th St

As of the drafting of this report the land is scheduled to close as per the DDA Extension on October 7th. Additional signage will be onsite shortly and the developer intends to start grading later this month. Staff has been working with the developer to coordinate a groundbreaking ceremony, likely to be scheduled later this month.

Update CCDC Streetscape Manual

Draft streetscape manual with West End standards out to stakeholders 9/25. Comments due back 10/16, comment review meeting 10/26. Expected to present to CCDC board 11/9.

RFQ/P 1401/1403 W Idaho St

CCDC staff approved the Design Development Plan as per a letter dated September 1, 2015. Staff and Developer are working with Mountain States Appraisals to complete the required Re-use Appraisal in the coming weeks. DDA negotiations will begin thereafter.

Streetscape: 15th Street

15th Street construction between Idaho and Main is substantially complete. 15th Street construction between Main and Grove is scheduled to be substantially complete 10/5.

Hotel on Capitol: Pennbridge Lodging

As directed by the Board staff coordinated a meeting with the developer, project architect, city planners, and interested board members. The developer has submitted a request for participation of streetscape improvements as per CCDCs Participation Policy. Staff will be requesting designation of this project as a Type 2 project this month.

Inn at 500

CCDC Board approved final documents in August. Groundbreaking next week.

Public Art - River Sculpture

Construction has resumed on the restoration. Construction is going well and is anticipated to be completed in October 2015.

Streetscape: 14th Street

14th Street streetscape improvements have been pulled from project scope for the year due to property owners that are opposed to the improvements and other circumstances. CoB has recently brought on an outside consultant to develop a strategy for maximizing return on investment within the district. CCDC will work with CoB to refresh the planning efforts in this area.

Renovation of The Grove Plaza

McAlvain is actively developing construction schedules, budgets and phasing plans in preparation for a February construction start. Updates on design will be presented to the Board on October 13. A design approval will be requested at the November meeting shortly followed by the first phase of long-lead item procurement.

West End SS Standards

Draft streetscape manual with West End standards out to stakeholders 9/25. Comments due back 10/16, comment review meeting 10/26. Expected to present to CCDC board 11/9.

Protected Bike Lanes

ACHD will be beginning concept design of Main and Idaho fall 2015 for resurfacing in 2017. As part of that, they will be walking throughout the design of bike facilities on those roads, with protected with transit islands being the preferred option. Other types of facilities may be considered where trade offs need to be made. CCDC and VRT will be on the project team. I provided comment on the scope of work for concept design 9/25. Concept effort to begin November 2015 and wrap up March 2016.

Public Art - Traffic Box Artwork

CoB Arts and History is revising their RFQ process for the Traffic Box Artwork and hope to have it back on the street within two weeks. The artwork will need to be installed next year due to temperature installation requirements.

Participation Program Update

CCDC Board adopted updated participation policy 9/14. Slide of participation assistance pledged to date included in Friday update 9/25.

West End September 2015 Update: Prepared by Jay Story

College of Western Idaho Hires CTA to Hold Community Workshops

During September, CTA Architects gathered community input on the design of a possible community college campus in Boise's West End. As the college plans for its future, it wants a location it can expand upon and accommodate up to ~600,000 square feet. CTA took the community input and came up with three campus "themes", all of which show urban buildings and a parking structure.

Increased Interest in the West End

With the recent announcement of an exchange agreement for the City's 6.5 acre parcel in the West End, it is evident that there is increased development interest in the West End. In this new agreement, there is a due diligence period whereby both parties determine if an exchange is in their best interest. We are excited to see what LocalConstruct may envision on the City's property, and are hopeful it will be an urban development with a mix of uses that includes housing and increased connectivity.

Housing Project Breaks Ground

David Hale broke ground on his housing project at the corner of 16th and Idaho Street during the month of September. This project will bring a new product to downtown Boise with ~1500 square foot townhome units that come with off street parking. The design by Cole Architects is an exciting modern design that boast foothill views from the 2nd floor.

Esther Simplot Park Starting Surface Improvements

Over the last several months you may have noticed lots of dirt leaving the future Esther Simplot Park. Much of this removal was completed to remediate some environmental concerns with the property. At this stage, you will notice many improvements happening at street level: walkways are being installed around the edge of future ponds, rocks are now being placed around the park, and some of the ponds are now being backfilled. This park is scheduled to open in 2016.

Parking & Facilities Team: Max Clark & Ben Houpt

Capitol Terrace Garage - Waterproofing

Contractor to be back on site to perform work on trash room wall structural bracing and level 2 drain assembly change orders. The balance of work for the project has been completed.

Capitol Terrace Parking Expansion

This project is being considered with all other parking projects as part of the Downtown Parking Strategic Plan, to be finalized late this year or early next.

Parking Strategic Plan

Most general information has been received. Updates have been requested of the City relative to parking related impacts of current and proposed development. Core questions have been identified and grouped. A Board briefing is scheduled for the November regular Board meeting.

Rebranding Parking System

Our rebranding work has commenced with local firm Oliver Russell and our on-call consultant team from Kimley Horn. As a result of a half-day workshop on 9/29 an overarching brand will be created for all mobility related downtown services, with sub-brands being derived from the master brand. This work is expected to be completed in late '15 or early '16.

Downtown Transportation Plan

The next stakeholder meeting is scheduled for 10/26.

Bank of America Series 2015 \$5 million Bond

Per Resolution 1400 adopted by the Board on August 26, the \$5 million, direct placement Series 2015 Bond financing with Bank of America (Specialized Lending LLC) was completed as scheduled on October 1. The tax exempt interest rate, locked on August 24, is a fixed 1.78%. Principal payments are due each September from 2016 through 2018, the final three years of the Central District, at \$500,000, \$2.25 million and \$2.25 million, respectively. Interest totaling \$201,700 will be paid in March and September thru 2018. The bank-qualified Bond is secured by a first lien parity pledge of 'Available Agency Revenues' consisting of Central District tax increment revenue and net Parking revenue. Bond proceeds will be applied to three Central District projects – the redesign / reconstruction of both Grove 2.0 and City Hall plazas and a portion of the Agency's \$2.1 million, 20% local match to Valley Regional Transit's federal earmark for construction of Main Street Station.

Summary of Agency Debt

The Agency's current debt as of October 1, 2015 totals \$24,450,000 (principal balance). Along with the 'new' \$5 million Central District bond, there are four commitments in the River-Myrtle / Old Boise (RMOB) District totaling \$19.45 million, all of which is amortized through the district's sunset in FY 2024. The Westside and 30th Street districts currently have no debt.

	Series 2015	Series 2010 B-1	2010 C BC/ACHA Note	2011 B BC/ACHA Note	Ave A AHA Subsidized Housing Payment
URD	Central	RM/OB	RM/OB	RM/OB	RM/OB
Lender	BofA-ML	BofA-ML	BofA-ML	BofA-ML	Not Debt
Interest Rate	1.78%	4.25%	4.29%	4.75%	---
Fixed/Var	Fixed	Fixed	Fixed	Fixed	---
Tax/Exempt	Tax Exempt	Tax Exempt	Tax Exempt	Tax Exempt (AMT)	---
Purpose	Portions of Grove Plaza 2.0 City Hall Plaza MMC local match	Refunding 2004A: Myrtle Street garage 86.2% public parking; misc BODO streetscapes, redeem BANS	Refunding 2002C: Civic Plaza housing, Ave A East garage 17% parking spaces & Ave A West 44 Spaces	Refunding 2002B: Civic Plaza housing, Ave A East Garage 83%. "Parking Lease & Joint Use Base Rent Payments"	Support of 2002A IHA \$170,000/yr
Principal Date	10/1/2015	9/1/2005	9/1/2005	9/1/2012	---
Term	3 yrs	19 yrs	19 yrs	12 yrs	---
Pay Off	FY18	FY24	FY24	FY24	FY24
Principal	\$ 5,000,000	\$ 7,480,000	\$ 2,540,000	\$ 12,865,000	---
Total Interest	\$ 201,733	\$ 2,891,554	\$ 878,551	\$ 4,724,558	N/A
Principal Balance (10/1/15)	\$ 5,000,000	\$ 6,165,000	\$ 1,820,000	\$ 9,935,000	\$ 1,530,000

\$1 Million 8th & Main Reimbursement, Year 1 of 4.

Based on documentation from Gardner Company for \$1 million of public improvements it funded and constructed as part of the 8th & Main Building, the Agency made the first of four \$1 million reimbursement payments to the developer at the end of FY 2015. Gardner will substantiate the

total amount of public improvements it funded and constructed as part of the project, then, as contained in the Owners Participation Agreement, the Agency will reimburse up to a total of \$4 million in three more annual \$1 million payments in FY 2016 thru FY 2018.

Fiscal Year 2015 Audit

The Agency has formally engaged our independent, external audit firm, Eide Bailly, to audit our Fiscal Year 2015 financial statements. Eide Bailly is scheduled to be on-site for roughly the first three weeks of November. Once finalized, Eide Bailly will present the audit report to the Audit Committee (Executive Committee) in early 2016 then the full Board.

Risk-Based Cycling Review: PARCS Internal Controls

Based on Executive Committee comments to Eide Bailly's draft Risk-Based Cycling Review (Agreed-Upon Procedures) report of Parking and Revenue Control System (PARCS) policies, procedures and internal controls, staff and the Parking Operator are preparing a management-type response to be included in the Executive Committee and Board's November meeting materials. This is Year 1 of a three year contract Eide Bailly was awarded to conduct these Reviews. Their Year 2 / FY 2016 review will examine Agency computer system security. The Year 3 / FY 2017 review will analyze accounting and contract management policies, internal controls and conformity to best practices.

COMPETITIVE BIDDING or QUALIFICATION-BASED SELECTIONS

Invitation to Bid – Brick Engraving Services. An Invitation to Bid was issued on September 15 to re-engrave the 13,989 “founders” bricks installed as part of the original Grove Plaza in 1987. Bids are due on October 14. The Board will receive information at its November meeting sufficient to award the services contract to the lowest qualified bidder.

Pioneer Pathway Phase 3. The construction contract has been signed and the contractor, Pusher Construction Inc., is mobilizing to begin construction mid-October. The project is planned for completion in December.

Update on 2015 Streetscapes. The River-Myrtle / Old Boise Streetscapes reached final completion with only four change orders totaling \$16,324.76 – which represents a mere 1.3% increase in the original bid amount. The Westside Streetscapes are under construction – Guho Corp. is working on Main Street now in front of the Idaho Youth Ranch.

SUMMARY of CONSTRUCTION PROJECTS

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
Status: **Complete**

Westside Streetscapes: 4.5 block faces

Invitation to Bid Issued: June 2
Bids Opened: June 30
Board Awards Contract: July 13
Contract Awarded to: Guho Corporation
Bid Amount: \$696,000
Status: **Under construction**

Pioneer Pathway, Phase 3 of 3 (River Street to Greenbelt).

Invitation to Bid Issued: August 24
Bids Opened: September 10
Board Awards Contract: September 23
Contract Awarded to: Pusher Construction, Inc
Bid Amount: \$595,600
Status: **Mobilizing for construction**

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
Status: **Complete**

OTHER CONTRACTS ACTIVITY

Preparation for 2016 Bannock Streetscape Improvements. Contract with Ally Structural Consulting for investigation and evaluation of an existing vault adjacent to the Hoff Building.

Grove Plaza Renovation. Task Order to Quadrant Consulting to perform an updated/additional survey in preparation for renovation.

Financial Advisor Services. Amendment to the 2014 financial services agreement with Piper Jaffray & Co. for their assistance with the agency's \$5 million Term Loan for improvements in the Central District.

5th Street Entrance to Julia Davis Park. Task Order to CSHQA to provide civil engineering and landscape architecture services for a better-designed 5th Street stubbed connection to a non-motorized entrance to the park.

417 S. 6th Street. Agreement with Langston & Associates to provide a market value appraisal.

Boulevard Parking Garage @ the Grove Hotel. Agreement with Integra Realty Resources to provide a market value appraisal.

East Boise Core Garage Study. Task Order to Kimley-Horn & Assoc. to perform a feasibility study for possible garage on Broad Street at Capitol Boulevard (Trader Joe's parking lot).

Downtown Parking Information and Outreach. Task Order with Kimley-Horn to approve and add Subconsultant Dixon Resources Unlimited to the project.

DPPS Surplus Furnishings. Professional Services Agreement with Main Street Auction for appraisal of surplus furnishings.

30th Street District. Six-month renewal of the office space lease for 111 S. 24th Street to continue revitalization efforts.

8th Street Maintenance/Snow Removal. Task Order with Pro Care Landscaping for snow removal and deicing services in FY16 for 8th Street from Main to Bannock Streets.

Streetscape Maintenance. Work Request with Pro Care for winterization to the irrigation located outside 10-Barrel Brew Pub on Bannock Street.

FY16 Landscape Maintenance Renewals. Task Order with Pro Care Landscaping to renew landscape maintenance services for FY16 on certain CCDC properties.